



December 8,2022

Idaho Public Charter School Commission

Dec 8, 2022 9:00 AM - 3:00 PM MST

Table of Contents

I. Commission Work (Action Item)	3
Cover Sheet - commission work 12.8.22.doc	3
A. Agenda	4
Agenda 12.8.22.docx	4
B. Minutes	5
10.13.22 Meeting Minutes DRAFT.docx	5
II. Public Comment	8
Cover Sheet - Public Comment 12-8-22.doc	8
III. Director's Report	9
Cover Sheet - Director's Report 12-8-22.doc	9
SBE Approved Zero-Based Regulation Rule Revision.pdf	10
IV. Conference/Convention Updates	29
Cover Sheet - Conference-convention updates 12-8-22.doc	29
V. Consideration of Personnel Policy (Action Item)	30
Cover Sheet - personnel policy 12.8.22.doc	30
Section I - Governance.docx	31
Section IX - Section XIII - Personnel Policy.docx	36
VI. Consideration of New Charter School Petitions (Action Item)	64
Who Manages Charter Schools_ - National Alliance for Public Charter Schools.pdf	64
Types of Vendors and Question to Consider.docx	69
A. Pinecrest Academy of Lewiston	71
Cover Sheet - Consideration of Pinecrest Academy of Lewiston.docx	71
Pinecrest Academy of Lewiston Final Petition Evaluation Report 11.23.22.pdf	73
Pinecrest Academy of Lewiston Petition - Final .pdf	86
Pinecrest Academy of Lewiston Initial Petition Evaluation Report 9.30.22.pdf	349
B. M2 - Mobile Mastery Sports Academy Charter School	359
Cover Sheet - Consideration of M2 - Mobile Mastery Sports Academy.docx	359

M2 - Mobile Mastery Sports Academy Charter School Final Petition Evaluation Report 11.23.22.pdf.....	361
M2 - Mobile Mastery Sports Academy Petition -Final.pdf.....	373
M2 - Mobile Mastery Sports Academy Charter School Initial Petition Evaluation Report 9.30.22.pdf.....	506
C. Idaho Novus Academy.....	516
Cover Sheet - Consideration of Idaho Novus Classical Academy.docx.....	516
Idaho Novus Classical Academy Final Petition Evaluation Report 12.1.22.pdf.....	518
Idaho Novus Classical Academy Petition - Final .pdf.....	529
Idaho Novus Classical Academy Initial Petition Evaluation Report 10.11.22.pdf.....	776
VII. Strategic Plan Mid-Year Update.....	784
Cover Sheet - Strategic Plan Update 12-8-22.doc.....	784
IPCSC - FY22 Strategic Plan Performance Report - Mid Year Update.docx.....	785
VIII. FY22 All School Performance Data Review.....	787
Cover Sheet - FY22 All School Performance Data Review 12-8-22.doc.....	787
High Level Framework Outcomes.docx.....	788
2022 Proficiency Comparision Charts.docx.....	789
Alternative Program Academic Measures.pdf.....	792

I. COMMISSION WORK

A. AGENDA APPROVAL

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

COMMISSION ACTION

A motion to approve the agenda as presented; or

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

B. MEETING MINUTES

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

COMMISSION ACTION

A motion to approve the meeting minutes for October 13, 2022 as presented; or

A motion to approve the meeting minutes for October 13, 2022 with the following amendments: [state specific amendments].

IDAHO PUBLIC CHARTER SCHOOL COMMISSION REGULAR MEETING AGENDA

Date: Thursday, December 8, 2022
Start Time: 9:00 A.M., MST

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

Remote/Public Access via YouTube Livestream:
<https://www.youtube.com/@IPCSC>

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. CONFERENCE/CONVENTION UPDATES

V. CONSIDERATION OF PERSONNEL POLICY (Action Item)

VI. CONSIDERATION OF NEW CHARTER SCHOOL PETITIONS (Action Item)

- A. Pinecrest Academy of Lewiston
- B. M2 – Mobile Mastery Sports Academy Charter School
- C. Idaho Novus Academy

VII. STRATEGIC PLAN MID-YEAR UPDATE

VIII. FY22 ALL SCHOOL PERFORMANCE DATA REVIEW

**MEETING MINUTES
IDAHO PUBLIC CHARTER SCHOOL COMMISSION**

October 13, 2022
Joe R. Williams Building, 700 W. State St, West Conference Room
Boise, ID 83702

This meeting was called to order by Chairman Reed on October 13, 2022 at 9:01 a.m.

Alan Reed – Present
Sherrilynn Bair – Present via Zoom
Karen Echeverria – Present via Zoom
Brian Scigliano – Present
Wanda Quinn – Present
Dean Fisher – Present
Nils Peterson – Excused

I: COMMISSION WORK

A. Agenda Review/Approval

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

B. Minutes Review/Approval

M/S (Quinn/Echeverria) Motion to approve the August 25, 2022 minutes as presented. *The motion passed unanimously.*

C. 2023 Meeting Schedule

M/S (Quinn/Fisher) Motion to approve the meeting dates for 2023 as presented. *The motion passed unanimously.*

II: PUBLIC COMMENT

Written comment was received via email from Givens Pursley, LLP after the meeting materials were published. Director Thompson read the letter aloud in its entirety.

III: DIRECTOR'S REPORT

Director Thompson shared updates on new staff and progress data evaluation and reports.

No action.

IV. ANNUAL PERFORMANCE REPORT REVIEW

IPCSC Program Manager, Melissa-Jo Rivera provided Commissioners with an overview of FY21 annual reports for the following schools: Idaho Virtual Academy, Inspire Connections Academy, Palouse Prairie Charter School, North Star Charter School, and The Village Leadership Academy.

Kelly Edginton, principal of Idaho Virtual Academy was present to answer questions from commissioners.

No action.

V. SCHOOL UPDATES

Monticello Montessori Charter School principal, Jeanne Johnson and board chair, David Meyer were present via Zoom and updated commissioners on the status of their school.

Peace Valley Charter School administrator, Andrew Ross and board chair, William Paul were present to provide an update on the status of their school.

The Village Leadership Academy principal, Josh Noteboom and board chair, Adrian Castaneda, as well as Business Manager, Adam Holcomb were present to give an update regarding the status of their school.

Break from 10:47 – 11:10

VI. COMMITTEE APPOINTMENTS

Commissioners reviewed the following committee appointments, as recommended by Chairman Reed.

Finance – Scigliano (chair), Reed, and Echeverria
Petitions – Petersen (chair), Bair, and Echeverria
Renewal – Quinn (chair), Petersen, and Fisher
Strategic Planning – Bair (chair), Quinn, and Scigliano

M/S (Quinn/Scigliano) Motion to adopt the committee appointments as presented.
The motion passed unanimously.

VII. FINANCE COMMITTEE REPORT

Commissioner Scigliano updated the Commission on the 9/22/22 Finance Committee meeting. Committee meeting minutes are posted on the IPCSC's website.

IPCSC Finance Program Manager, Jacob Smith reviewed the FY23 Year-to-Date report with Commissioners.

No action.

VIII. RENEWAL COMMITTEE REPORT

Director Thompson updated the Commission on the 9/20/22 Renewal Committee meeting. Committee meeting minutes are posted on the IPCSC's website.

IPCSC Program Manager, Jared Dawson reviewed the timeline.

IX. PROPOSED POLICY REVISIONS

Commissioners discussed proposed revisions to IPCSC personnel and governance policy. Jeremy Chou of Givens Pursley, LLP was invited to answer questions in regards to the written public comment provided, which was read into the record during the public comment section.

Commissioners instructed the Director to make specific revisions to policy section F.7, regarding the record-keeping of Commissioner visits to schools, and section F.8, regarding ex parte communications in the new charter school petition process.

Policy is to be revised and returned to the Commission for approval consideration at the December 8, 2022 meeting.

No action.

X. OFFICER ELECTIONS

Commissioner Quinn nominated Commissioner Reed to the office of Chairman for a term to commence immediately and expire in October of 2024. No second is required for a nomination to office, and all commissioners cast a vote. Director Thompson called the vote. The motion passed unanimously.

Alan Reed shall serve as Chairman of the Public Charter School Commission for a term of two years.

Commissioner Reed nominated Commissioner Bair to the office of Vice Chair for a term to commence immediately and expire in October of 2024. No second is required for a nomination to office, and all commissioners cast a vote. Director Thompson called the vote. The motion passed unanimously.

Sherrilynn Bair shall serve as Vice Chair of the Public Charter School Commission for a term of two years.

Meeting was adjourned at 12:21 p.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 an IPCSC meeting will be included in the meeting materials.
4. Written comment submitted fewer than seven (7) days in advance of an IPCSC meeting will be distributed to commissioners, but may not be included in the meeting materials.
5. Written comment may be read aloud at the regularly scheduled IPCSC meeting following receipt.

III. DIRECTOR'S REPORT

APPLICABLE STATUTE, RULE, OR POLICY

I.C. § 33-5213(1)

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. Annual Performance Reports

Annual performance reports were released to all schools on November 15, 2022. Statute allows for a 30-day review window, at the close of which, any final corrections will be made by IPCSC staff. Final reports will be published on each school's page of the [IPCSC's website](#) no later than January 15.

2. Director's Recommendations for Charter Renewal

Charter renewal recommendations were released to school administrators and board chairs on November 15, 2022. Statute allows each school's board a 30-day window to notify the IPCSC of its decision to agree with or contest the recommendation and to submit a renewal application. Notification's of the Director's Recommendation for Renewal and the school board's decision to agree with or contest that recommendation will be posted on each school's page of the IPCSC's website. A school that contests the Director's recommendation is provided opportunity to request a formal administrative hearing. Final renewal decisions will be made by the Commission prior to March 15, 2023.

3. Zero-Based Regulation Rule Revisions

On November 14, 2022, the State Board of Education approved proposed rule changes. Based on Governor Little's Zero-Based Regulation Initiative, this proposed change collapses IDAPA 08.03.01 Rules Governing the Public Charter School Commission and significantly revises IDAPA 08.02.04 Rules Governing Public Charter Schools. The approved rules can be found beginning on [page 71](#) of the State Board of Education's meeting materials for the special meeting held on November 14, 2022 and is included in these materials for reference.

SPEAKER

IPCSC Director, Jenn Thompson

IMPACT

Information item only.

STAFF COMMENTS AND RECOMMENDATIONS

No comments or recommendations.

COMMISSION ACTION

No action.

08.02.04 – RULES GOVERNING PUBLIC CHARTER SCHOOLS

000. LEGAL AUTHORITY.

In accordance with Sections 33-105, 33-5203, and 33-5210(4)(e), Idaho Code, the Board is authorized to promulgate rules implementing the provisions of Title 33, Chapter 52, Idaho Code. (3-15-22)

001. SCOPE.

These rules establish a consistent application and review process for the approval and maintenance of public charter schools in Idaho. (3-15-22)

002. (RESERVED)

003. ADMINISTRATIVE APPEALS.

The provisions found in Sections 400 through 404, of these rules, govern administrative appeals of public charter schools. (3-15-22)

004. -- 009. (RESERVED)

010. DEFINITIONS.

01. **Authorizer Fee.** Fee paid by each public charter school to its authorized chartering entity. (3-15-22)

02. **Board.** Means the Idaho State Board of Education. (3-15-22)

03. **Charter Holder.** Means the governing board of the non-profit corporation to which a charter has been granted by an authorized chartering entity, as defined in Section 33-5202A(a), Idaho Code. ()

034. **Commission.** Means the Idaho Public Charter School Commission, as provided by Section 33-5213, Idaho Code. (3-15-22)

045. **Department.** Means the Idaho Department of Education. (3-15-22)

06. **District.** Means an Idaho public school district. ()

07. **Educational Service Provider.** Means a nonprofit or for-profit entity that contracts with a public charter school to provide educational services and resources including both (i) administrative support, and (ii) educational design, implementation or management.

058. **Institution.** For the purpose of this section, Institution means an Idaho public college, university of community college, or a private, nonprofit Idaho-based, nonsectarian college or university that is accredited by the same organization that accredits Idaho public colleges and universities. (3-15-22)()

09. **Performance Certificates.** Means the certificate that sets forth the academic and operational performance expectations as identified in section 33-5205B, Idaho code and constitutes a contractual agreement between the charter holder and the authorizer. ()

10. **Petition.** Means the Petition required in section 33-5205B, Idaho code and incorporates the performance certificate once approved. ()

0811. **Petitioners.** Means the group of persons who submit a petition to establish a new public charter school, or to convert an existing traditional public school to a public charter school, as provided by Section 33-5205, Idaho Code, and the procedures described in Sections 200 through 205 of these rules. (3-15-22)()

0012. **School Year.** Means the period beginning on July 1 and ending the next succeeding June 30 of each year. (3-15-22) ()

0110. -- 099. (RESERVED) ()

100. LIMITATIONS ON NEW PUBLIC CHARTER SCHOOLS.

01. Responsibilities of Petitioners on Approval of Charter. Upon the approval of a new public charter school by an authorized chartering entity, the petitioners shall provide the Board with written notice of such approval. The authorized chartering entity of the public charter school shall provide the Board with copies of the charter and any charter revisions upon request. (3-15-22)

02. Authorization to Begin Educational Instruction. The public charter schools authorized to begin educational instruction during a given school year shall be those public charter schools that have received approval from their authorized chartering entities to begin educational instruction during such school year. A public charter school that is approved by an authorized chartering entity, but which does not begin educational instruction must confirm with the Board, on or before ~~March-June~~ 1 preceding the next succeeding school year, that it is able to begin educational instruction during such school year. (3-15-22) ()

101. AUTHORIZED CHARTERING ENTITY.

01. ~~Institution~~Governing Board. An institution ~~or district~~ shall receive approval from their governing board prior to accepting petitions or authorizing any charter schools. (3-15-22) ()

~~a. Petitions shall be submitted to the president of the institution or his designee. (3-15-22)~~

~~b. An institution may approve or deny a petition. (3-15-22)~~

~~ea.~~ Notwithstanding Sections 400 through 404, of these rules, denial of a new petition by an institution is final. A petitioner may submit a petition that has been denied by an institution to any ~~other~~ authorized chartering entity. (3-15-22) ()

102. AUTHORIZER FEE.

01. Notification. It is the responsibility of each authorizer to notify the Department if the authorizer fee has not been received by the date specified in Section 33-5208, Idaho Code. (3-15-22)

a. The authorizer must provide notification of the delinquent fee to the charter school prior to reporting to the Department. (3-15-22)

b. The authorizer must provide the amount delinquent and proof of notification to the charter school within thirty (30) days of the non-payment of the authorizer fee. (3-15-22)

c. The Department shall withhold the amount of the delinquent fee from the next scheduled release of funds to the charter school. The funds will be withheld until the Department has received notification from the authorizer that the authorizer fee has been paid in full. (3-15-22)

103. -- 199. (RESERVED)

200. PROCEDURE FOR FORMATION OF A NEW PUBLIC CHARTER SCHOOL.

~~**01. Assistance with Petitions.** The Department shall, in accordance with Section 33-5211, Idaho Code, provide technical assistance to public charter school petitioners. The Department shall undertake this statutory responsibility by conducting public charter school workshops, as discussed in Subsection 200.02 of this rule. (3-15-22)~~

021. Public Charter School Workshops. The purpose of the public charter school workshops shall be

to provide public charter school petitioners with a brief overview of a variety of educational and operational issues relating to public charter schools, as well as to answer questions and to provide technical assistance, as may be necessary, to aid petitioners in the preparation of public charter school petitions. (3-15-22) ()

032. Petition Submittal. A public charter school petition may be submitted to only one (1) authorized chartering entity at a time. A petitioner may submit a petition that has been denied by an authorized chartering entity to any other authorized chartering entity after an appeal process, if any, is complete and a final decision has been reached. (3-15-22) ()

201. POLICIES AND PROCEDURES ADOPTED BY AN AUTHORIZED CHARTERING ENTITY.

An authorized chartering entity ~~may~~ must adopt ~~its own charter school~~ policies and procedures describing the charter school petition process and the procedures that petitioners must comply with in order to form a new public charter school, including a public virtual school. Petitioners must comply with the ~~charter school~~ policies and procedures adopted by the authorized chartering entity with which a petition is submitted. Such charter school policies and procedures must comply with Title 33, Chapter 52, Idaho Code, and the rules promulgated by the Board. If there is any conflict between the charter school policies and procedures adopted by an authorized chartering entity and rules promulgated by the Board, then the Board rules shall govern. (3-15-22) ()

202. NEW PUBLIC CHARTER SCHOOL APPLICATION REQUIREMENTS.

~~Pursuant to Section 33-5205, Idaho Code, p~~ Petitioners seeking to establish a new public charter school must apply to an authorized chartering entity through the submittal of a petition ~~complete an application~~ consisting of all of the following elements: (3-15-22) ()

01. Introduction. Briefly introduce the proposed public charter school by providing the following: (3-15-22)

a. Cover page with the proposed school's name, intended opening year, general location, and the contact information for one (1) petitioner who will serve as liaison with the authorizer during the petition process; (3-15-22)

b. Table of contents; (3-15-22)

c. One-page (1) executive summary describing the proposed school's organizational structure, educational program, and student outcome expectations; and (3-15-22)

d. Mission statement. (3-15-22)

02. Educational Program. Describe the proposed school's educational program by explaining the following: (3-15-22)

a. Educational philosophy; (3-15-22)

b. Student academic achievement standards and any additional goals and methods for measuring achievement; (3-15-22)

c. Key educational design elements, including curricula, tools and instructional methods identified to carry out the educational philosophy and meet the stated academic achievement standards and ~~mission specific~~ goals, which may include evidence demonstrating efficacy of these elements; and (3-15-22) ()

d. Strategies for meeting the needs of specific student populations, including, but not limited to, students identified as at-risk ~~students~~, students who qualify for special education or gifted and talented services, or students identified as English language learners, ~~and gifted students~~. (3-15-22) ()

03. Financial and Facilities Plan. Demonstrate a sound understanding of public charter school finances and facilities needs. (3-15-22)

a. State whether the school intends to provide transportation or food service, and provide plans for provision of these services if they will be offered; (3-15-22)

b. Describe how the school's finances will be managed and monitored; (3-15-22)

c. Provide a working draft of the school's prospective facilities plan, including likely facilities needs and estimated costs; (3-15-22)

d. Provide a description of any potential facilities that have been identified and a timeline and process for securing appropriate space; and (3-15-22)

e. Attach the following to Appendix **Series** A: Pre-opening budget and three-year operating budget, including detailed assumptions for all revenue and expenditures for each year; year one (1), break-even budget demonstrating the minimum enrollment needed to achieve a zero (0) or marginal net income balance at the end of the year; cash flow projection for the first operational year, demonstrating an understanding of charter school monetary flow; evidence of existing and anticipated funds; and evidence that projected facilities costs are reasonable within the start-up and three-year budgets. (3-15-22)

04. Board Capacity ~~And~~ Governance Structure. Provide information about the legal entity and the individuals involved in opening the proposed school. ~~(3-15-22)~~ ()

a. Attach copies of the nonprofit corporation's Articles of Incorporation and Corporate Bylaws to Appendix **Series** B, though note that they will not be incorporated as part of the school's charter; (3-15-22)

b. Provide a description of the governance structure; (3-15-22)

c. List any already identified members of the board of directors, attach their professional resumes to Appendix **Series** C, and provide any additional information about their qualifications; (3-15-22)

d. Describe the board's plan for a smooth transition from initial founding members to subsequent members; and (3-15-22)

e. Describe the plan for board member recruitment and training. (3-15-22)

05. Student Demand and Primary Attendance Area. Demonstrate the need and community demand for the proposed public charter school in the selected location. (3-15-22)

a. Describe the primary attendance area and list the public school districts that overlap this area; (3-15-22)

b. Clearly articulate the need and demand for a school in the selected location, including demographics for the intended neighborhood. Need is the reason(s) existing schools are insufficient or inadequate and includes state performance data. Demand is evidence of desire from prospective families to attend the school; (3-15-22)

c. Describe the population of students the proposed school intends to serve and how the selected location supports serving such students; (3-15-22)

d. Provide the target enrollment by grade level and projected growth over ~~five~~ **the first three (3)** years of operations and maximum student enrollment capacity if the petitioners do not anticipate reaching capacity by year three (3); ~~(3-15-22)~~ ()

e. Describe any community partnerships or other local support for the proposed school; and (3-15-22)

f. Describe strategies for informing under-served students and their families about the prospective school and the enrollment process. (3-15-22)

06. School Leadership and Management. Describe the proposed school's administrative leadership structure, and provide information about any potential education service providers. (3-15-22)

a. Attach an organizational chart to Appendix **Series D** illustrating the proposed school's leadership structure and indicating the reporting structures of school leaders to the board. If school leaders have already been identified, include their names, contact information, resumes, and any additional information about their qualifications in the appendices.(3-15-22)

b. Describe the responsibilities of and relationships among school leadership, the **governing board charter holder**, instructional leaders, and staff, and include a plan for evaluating school leaders. (3-15-22)

c. If the proposed school intends to work with an educational service provider, provide the name of the company, a contact within the company, and specify in detail the extent of the entity's participation in the management and operation of the school. Attach the following to Appendix **Series E**: (3-15-22)

i. A term sheet indicating the fees to be paid by the proposed school to the **management company educational service provider**, the length of the proposed contract, the terms for the contracts renewal, ~~and~~ provisions for termination, **and fee schedule by type of service**; (3-15-22)

ii. Copies of the two (2) most recent contracts that the entity has executed with operating charter schools; and (3-15-22)

iii. A detailed description of the education service provider's relationship to the school's board of directors; (3-15-22)

iv. A detailed description of how and why the **management organization or** educational service provider was selected, and evidence that the organization provides high-quality service to similarly situated schools, if applicable. (3-15-22)

07. Supporting Documents. (3-15-22)

a. Appendix **Series A** – ~~Budgets, cash flow, additional funds.~~**Financial Plan** (~~3-15-22~~)()

b. Appendix **Series B** – ~~Articles of Incorporation and Bylaws.~~**Facility Plan** (~~3-15-22~~)()

c. Appendix **Series C** – ~~Board of Directors.~~**Governance Documents** (~~3-15-22~~)()

d. Appendix **Series D** – ~~School Administration.~~**Board of Directors and Petitionaers** (~~3-15-22~~)()

e. Appendix **Series E** – ~~Education Service Provider.~~**Administration and Organization**(~~3-15-22~~)()

f. Appendix **Series F** – ~~Optional additional supporting documents.~~**Education Services Provider**(~~3-15-22~~)()

g. Appendix **Series G** – LEA Notification Letters ()

h. Appendix **Series H** – Optional Additional Supporting Documents ()

08. Approved Petition. Once approved the charter petition incorporates the performance certificate. ()

203. ADMISSION PROCEDURES.

01. **The Idaho Public charter school commission shall adopt policies and procedures establishing a framework for the equitable selection process and make available to all public charter schools a model procedure. Petitioners are required to adopt admission produces that align with the Commission approved model procedures.** ()

)

Model Admission Procedures. All public charter schools must have an admission procedure approved by their authorized chartering entity, which complies with Section 33-5206(11), Idaho Code, and Section 203 of this rule. In order to ensure that public charter schools utilize a fair and equitable selection process for initial admission to and enrollment in a public charter school shall be determined by an equitable selection process, as well as admission to and enrollment in a public charter school during subsequent school years, the Board has approved model admission procedures that may be utilized and adopted by petitioners. The approved model admission procedures are described in Subsections 203.03 through 203.12 of these rules. Petitioners are not required to adopt the Board's model admission procedures, but must demonstrate a reason for varying from the Board's approved procedures. The commission shall make available to all public charter schools a model procedure. The equitable selection process must be held within seven (7) days of the enrollment deadlines as defined in Subsection 203.02 and must take place in a public setting, the date and time of which must be noticed to the public at least 48 hours in advance.

(3-15-22) ()

02. Enrollment Deadline. A charter holder shall establish an enrollment deadline for each school year and may establish an enrollment capacity below that stated in the public charter school's performance certificate. The deadline shall be established either by annual vote of the charter holder's board of directors or by establishment of charter holder policy. The enrollment deadline shall be the date by which all written requests for admission to attend the public charter school for the next school year must be received. Neither the enrollment deadline nor a lowered enrollment capacity may be changed once the enrollment information is disseminated as required by Subsection 203.03. ()

023. Enrollment Opportunities. A charter holders shall ensure that citizens in the primary attendance area, as it is defined in the school's performance certificate, shall be made aware of the enrollment opportunities of the public charter school. (3-15-22) ()

a. ~~Such process shall~~ The notice must include the enrollment deadline, the public charter school's total enrollment capacity for the next school year, and an advisory that all prospective students will be given the opportunity to enroll in the public charter school, regardless of race, color, national origin, ethnicity, religion, gender, socioeconomic status, or special needs;

b. ~~dissemination of enrollment information, taking into consideration the language demographics of the attendance area, at least three (3) months in advance of the enrollment deadline established by the public charter school each year, to be posted in highly visible and prominent locations within the area of attendance of the public charter school. In addition, petitioners shall ensure that such process includes the dissemination of press release or public service announcements, to media outlets that broadcast within, or disseminate printed publications within, the area of attendance of the public charter school; petitioners must ensure that such announcements are broadcast or published by such media outlets on not less than three (3) occasions, beginning not later than fourteen (14) days prior to the enrollment deadline each year. Finally, such enrollment information shall advise that all prospective students will be given the opportunity to enroll in the public charter school, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs.~~ One (1) or more notices must be publicly disseminated within the primary attendance area by an independent third party. Notices include, but are not limited to, printed publications, technology and social media broadcasts, or signage displayed by community partners outside of the school's physical location. (3-15-22) ()

03. Enrollment Deadline. Each year a public charter school shall establish an enrollment admissions deadline, which shall be the date by which all written requests for admission to attend the public charter school for the next school year must be received. The enrollment deadline cannot be changed once the enrollment information is disseminated as required by Subsection 203.02. (3-15-22)

04. Requests for Admission. A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a child residing in this state, ~~may~~must make a request in writing in electronic or hard-copy format for such child to attend a public charter school. (3-15-22) ()

a. The written request for admission shall contain the name and contact information of a legal guardian

of the prospective student; the name of the student, the last grade level completed, and address of the prospective student if different from the legal guardian. Requests must indicate whether the prospective student is a sibling of a currently enrolled student. The request for admission may only request that information that is necessary for determining the students eligibility for admittance as approved in the charter school performance certificate. ()

b. In the case of a family with more than one (1) child seeking to attend a public charter school, a single written request for admission must be submitted on behalf of all siblings. The written request for admission must be submitted to, and received by, the public charter school ~~at which admission is sought~~ on or before the ~~established~~ enrollment deadline ~~established by the public charter school~~. The written request for admission shall contain the name, grade level, address, and telephone number of each prospective student in a family. If the initial capacity of the public charter school is insufficient to enroll all prospective students, then an equitable selection process, such as a lottery or other random method, shall be utilized to determine which prospective students will be admitted to the public charter school, as described in Subsection 203.09 of this rule. Only those written requests for admission submitted on behalf of prospective students that are received prior to the enrollment deadline established by the public charter school shall be permitted in the equitable selection process. ~~Only written requests for admission shall be considered by the public charter school.~~ Written requests for admission received after the established enrollment deadline will be added to the bottom of the waiting list for the appropriate grade. ~~If there is an opening in one grade, a sibling, if any, from a late submitted application must go to the bottom of the sibling list.~~ (3-15-22) ()

c. Where a weighted lottery has been approved through the charter school's ~~performance certificate~~ petition and in compliance with the admission preference requirements established in Section 33-5206, Idaho Code, the charter school may request such data as is necessary to apply the provisions of the weighted lottery. (3-15-22) ()

05. **Admission Procedure.** Admission to a public charter school shall be determined by an equitable selection process. The equitable selection process must be held within seven (7) days of the enrollment deadlines as defined in Subsection 203.02 and must take place in a public setting, the date and time of which must be noticed to the public at least 48 hours in advance. ()

~~05. **Admission Preferences.** A public charter school shall establish an admission preference for students residing in the attendance area of the public charter school, as provided in Section 33-5206, Idaho Code. In addition, a public charter school may establish additional admission preferences, as authorized by Section 33-5206(11), Idaho Code.~~ (3-15-22)

~~06. **Proposed Attendance List for Lottery.** Each year the public charter school shall create an attendance list containing the names of all prospective students on whose behalf a written request for admission was timely received by the public charter school, separated by grade level. In addition, the proposed attendance list shall contain columns next to the name of each student, in which the public charter school will designate admission preferences applicable to each prospective student. The columns shall be designated "A" for returning student preference; "B" for founders preference; "C" for sibling preference, with a corresponding cross reference to each of the siblings of the prospective student; and "D" for attendance area preference.~~ (3-15-22)

~~07. **Equitable Selection Process.** If the initial capacity of a public charter school is insufficient to enroll all prospective students, or if capacity is insufficient to enroll all prospective students in subsequent school years, then the public charter school shall determine the students who will be offered admission to the public charter school by conducting a fair and equitable selection process. The selection procedure shall be conducted as follows:~~ (3-15-22)

~~a. The name of each prospective student on the proposed attendance list shall be individually affixed to or written on a three by five (3 x 5) inch index card. The index cards shall be separated by grade. The selection procedure shall be conducted one (1) grade level at a time, with the order for each grade level selected randomly. The index cards containing the names of the prospective students for the grade level being selected shall be placed into a single container.~~ (3-15-22)

~~b. A neutral, third party shall draw the grade level to be completed first and then draw each index card from the container for that grade level, and such person shall write the selection number on each index card as drawn,~~

beginning with the numeral "1" and continuing sequentially thereafter. In addition, after selecting each index card, the name of the person selected will be compared to the proposed attendance list to determine whether any preferences are applicable to such person. (3-15-22)

~~c.~~ If the name of the person selected is a returning student, then the letter "A" shall be written on such index card. If the name of the person selected is the child of a founder, the letter "B" shall be written on such index card. If the name of the person selected is the sibling of another student that has already been selected for admission to the public charter school, then the letter "C" shall be written on such index card. If the name of the person selected resides in the attendance area of the public charter school, then the letter "D" shall be written on such index card. (3-15-22)

~~d.~~ With regard to the sibling preference, if the name of the person selected has a sibling who has already been selected, but the person previously selected did not have the letter "C" written on his or her index card (because a sibling had not been selected for admission prior to the selection of the index card of that person), then the letter "C" shall now be written on that person's index card at this time. (3-15-22)

~~e.~~ With regard to the founder's preference, a running tally shall be kept during the course of the selection procedure of the number of index cards, in the aggregate, that have been marked with the letter "B." When the number of index cards marked with the letter "B" equals ten percent (10%) of the proposed capacity of the public charter school for the school year at issue, then no additional index cards shall be marked with the letter "B," even if such person selected would otherwise be eligible for the founders preference. (3-15-22)

~~f.~~ After all index cards have been selected for each grade, then the index cards shall be sorted for each grade level in accordance with the following procedure. All index cards with the letter "A" shall be sorted first, based on the chronological order of the selection number written on each index card; followed by all index cards with the letter "B," based on the chronological order of the selection number written on each index card; followed by all index cards with the letter "C," based on the chronological order of the selection number written on each index card; followed, finally, by all index cards containing no letters, based on the chronological order of the selection number written on each index card. (3-15-22)

~~g.~~ After the index cards have been drawn and sorted for all grade levels, the names shall be transferred by grade level, and in such order as preferences apply, to the final selection list. (3-15-22)

086. Final Selection List. The names of the persons in highest order on the final selection list shall have the highest priority for admission to the public charter school in that grade, and shall be offered admission to the public charter school in such grade until all seats for that grade are filled. A waitlist of prospective students shall be compiled each year after the equitable selection process has been completed. The waitlist shall consist of students for whom no open seat is currently available and shall prioritize first, prospective students for whom a request for admission was received before the enrollment deadline in the order in which the students were selected during the equitable selection process, and second, prospective students for whom a written request for admission was received after the enrollment deadline in the order in which the request was received. (3-15-22) ()

097. Notification and Acceptance Process. (3-15-22) ()

~~a.~~ With respect to students selected for admission to the public charter school, within seven (7) days after conducting the equitable selection process, the public charter school shall send an offer letter to the parent, legal guardian, or other person who submitted a written request for admission on behalf of a student, advising such person that the student has been selected for admission to the public charter school. The offer letter must be signed by such student's parent, or guardian, and returned to the public charter school by the date designated in such offer letter shall be retained by the public charter school in the students permanent record. (3-15-22) ()

~~ba.~~ With respect to a prospective student not eligible for admission to the public charter school, within seven (7) days after conducting the selection process, the public charter school shall send a letter to the parent, legal guardian, or other person who submitted a request for admission on behalf of such student, advising such person that the prospective student is not eligible for admission, but will be placed on a waiting list and may be eligible for

admission at a later date if a seat becomes available.

(3-15-22) ()

eb. If a ~~parent, legal~~ guardian, ~~or other person~~ receives an offer letter on behalf of a student and declines admission, or fails to timely sign and return such offer by the date designated in such offer letter by the public charter school, then the name of such student will be stricken from the final selection list, and the seat that opens in that grade will be made available to the next eligible student on the final selection list. (3-15-22) ()

dc. If a student withdraws from the public charter school during the school year for any reason, then the seat that opens in that grade will be made available to the next eligible student on the final selection list.

(3-15-22) ()

10g. **Subsequent School Years.** The final selection list for a given school year shall not roll over to the next subsequent school year. The legal guardian of a student who remains on the waitlist when the next enrollment deadline is noticed to the public must be notified that a new written request for admission must be completed prior to the new enrollment deadline in order for the student to be added to the prospective student list. If the capacity of the public charter school is insufficient to enroll all prospective students during the next subsequent school year, then a new equitable selection process shall be conducted by the public charter school for such school year. (3-15-22) ()

204. (RESERVED)

205. ~~REVIEW OF PETITIONS~~ NEW CHARTER SCHOOL PETITIONS. (3-15-22) ()

01. Approval of a New Charter School Petition. ()

a. If a petition is approved, then the authorized chartering entity and the petitioners must execute a performance certificate within seventy-five (75) days of the approval. ()

b. The authorized chartering entity shall provide the Board with written notice of approval of a new public charter school. The authorized chartering entity of the public charter school shall provide the Board with copies of the charter and any charter revisions upon request. ()

012. ~~If Denied, Petitioners May Appeal~~ Denial of a New Charter School Petition. (3-15-22) ()

a. If a petition is denied, then the authorized chartering entity must promptly prepare for petitioners a written notice of its decision to deny the charter. The written decision shall include all of the reasons for the denial, and shall also include a reasoned statement that states or explains ing the criteria and standards considered relevant by the authorized chartering entity, the relevant contested facts relied upon, and the rationale for the decision based on the applicable statutory provisions and factual information presented to the authorized chartering entity. (3-15-22) ()

b. Only Ppetitions submitted to a local board of trustees of a school district or the public charter school commission may be appealed. The petitioners may appeal the decision of the authorized chartering entity, in accordance with the procedures described in Sections 401 through 402 of these rules. (3-15-22) ()

206. -- 299. (RESERVED)

300. ~~PUBLIC CHARTER SCHOOL~~ HOLDER RESPONSIBILITIES.

01. General. The ~~governing board~~ charter holder of a public charter school shall be responsible for ensuring that the public charter school is adequately staffed, and that such staff provides sufficient oversight over all ~~public charter school~~ operational and educational activities. In addition, the ~~governing board~~ charter holder of a public charter school shall be responsible for ensuring that the school complies with all applicable federal and state education standards, as well as all applicable state and federal laws, rules and regulations, and policies. (3-15-22) ()

02. Compliance with Terms of Performance Certificate. The ~~governing board~~ charter holder of a public charter school shall be responsible for ensuring that the school is in compliance with the terms and conditions

of the performance certificate approved executed in accordance with Section 33-5205B(1), Idaho Code. Intentional failure to operate a charter school within the terms and conditions of the executed performance certificate are grounds to initiate a review by the authorized chartering entity and may result in the addition of stipulations on the performance certificate or revocation of the charter. (3-15-22) ()

~~03. Annual Reports.~~ The governing board of a public charter school must submit an annual audit of the fiscal operations as required in Section 33-5206(7), Idaho Code. An authorized chartering entity may reasonably request that a public charter school provide additional information to ensure that the public charter school is meeting the terms of its performance certificate. (3-15-22) ()

~~04. Operational Issues.~~ The governing board of the public charter school charter holder shall be responsible for promptly notifying its authorized chartering entity if it becomes aware that the public charter school is not operating in compliance with the terms and conditions of its performance certificate. Thereafter, the governing board of the public charter school charter holder shall also be responsible for advising its authorized chartering entity with follow-up information as to when, and how, such operational issues are finally resolved and corrected. ~~05. (3-15-22) Articles of Incorporation and Bylaws.~~ The governing board of the public charter school charter holder shall be responsible for promptly notifying its authorized chartering entity of any revisions or amendments to the articles of incorporation or bylaws. (3-15-22) ()

06. Required Documentation. Public charter schools shall ensure that the following documentation is up to date and on file with the school's authorized chartering entity: a copy of the lease agreement for leased building(s) at which students will be taught; a copy of any notice from the school's accrediting body that the school has failed to meet or maintain full accreditation requirements; copies of any complaints filed against the school including, but not limited to, lawsuits and complaints filed with the Idaho professional standards commission relating to school employees; a current list of all school board members, including full name, address, telephone number, and resume must be on file with the Commission authorizer within five (5) business days of any changes; and any additional proof of compliance as reasonably requested by the authorizer. ()

301. AUTHORIZED CHARTERING ENTITY RESPONSIBILITIES.

01. Monitoring. Notwithstanding Section 300 of these rules, the authorized chartering entity of a public charter school shall be responsible for monitoring the public charter school's operations in accordance with all of the terms and conditions of the performance certificate, including compliance with all applicable federal and state education standards and all applicable state and federal laws, regulations, and policies. (3-15-22) ()

02. Pre-opening Site Visit. Authorized chartering entities may conduct site visits to the physical location of the public charter school to verify the facility meets all state, local, and federal requirements for operating a public school. (3-15-22) ()

023. Performance Certificate Review. Pursuant to Section 33-5209B, Idaho Code, an authorized chartering entity may renew ~~or nonrenew~~ a charter for a term of five (5) years or may nonrenew a charter following the initial ~~three year~~ operating term. Should an authorized chartering entity take no action to renew or nonrenew the charter, and the charter school has met all of the existing performance certificate targets, the charter school shall be provisionally renewed until such time as the chartering entity takes action. The five-year term of the renewed charter shall be based on the provisional renewal date. (3-15-22) ()

302. CHARTER REVISIONS.

~~The governing board of a public charter school may reasonably request revisions to an approved charter or performance certificate, as authorized by Section 33-5206(8), Idaho Code.~~ (3-15-22)

01. Request for Revision of Charter or Performance Certificate. The governing board charter holder of a public charter school that desires to revise its charter or performances certificate must submit a written request and the proposed revisions to the public charter school's authorized chartering entity. (3-15-22)

02. Procedure for Reviewing Request for Charter or Performance Certificate Revision. The authorized chartering entity shall have seventy-five (75) days from the date of receipt of the written request and proposed revisions in which to issue its decision on the request for charter or performance certificate revision. The authorized chartering entity shall consider the request for charter or performance certificate revision at its next regular meeting following the date of receipt of the written request and proposed revisions, provided that the request and proposed revisions are submitted no fewer than thirty (30) days in advance of that meeting. If permitted by applicable policies and procedures adopted by the authorized chartering entity, the review of a request for a charter or performance certificate revision may be delegated to appropriate staff employed by the authorized chartering entity. An authorized chartering entity may, but is not required to, conduct a public hearing to consider the request for charter or performance certificate revision. (3-15-22)

03. Approval of Proposed Charter or Performance Certificate Revision. If the authorized chartering entity approves the proposed charter or performance certificate revision, a copy of such revision shall be executed by each of the parties to the charter or performance certificate and shall be treated as either a supplement to, or amendment of, the final approved charter or performance certificate, whatever the case may be. (3-15-22)

04. Denial of Proposed Charter or Performance Certificate Revision. If the proposed ~~charter or performance certificate~~ revision is denied, then the authorized chartering entity must prepare a written notice of its decision ~~denying the request for charter or performance certificate revision. The decision to deny a request for a charter or performance certificate revision~~ which shall contain all of the reasons for the decision. The public charter school may appeal the decision ~~denying the request for charter or performance certificate revision~~ to the Board. The provisions of Section 403 ~~of these rules~~ shall govern the appeal. (3-15-22) ()

303. REVOCATION.

An authorized chartering entity may revoke a charter in accordance with the procedure described in this Section ~~303 of this rule~~ if a public charter school has failed to meet any of the specific, written conditions for necessary improvements established pursuant to the provisions of Section 33-5209B(1), Idaho Code, by the dates specified. (3-15-22) ()

01. Written Notice of Intention to Revoke Charter. The authorized chartering entity must provide the public charter school with reasonable ~~written~~ notice of the ~~authorized chartering entity's~~ intent to revoke the charter, which ~~shall be in writing and~~ must include all of the reasons for such proposed action. In addition, such notice shall provide the public charter school with a reasonable opportunity to reply, which shall not be less than thirty (30) days after the date of such notice. (3-15-22) ()

02. Public Hearing. The authorized chartering entity shall conduct a public hearing with respect to its intent to revoke a charter. Such hearing shall be held no later than thirty (30) days after receipt of such written reply. If the public charter school does not reply by the date set in the notice, then such hearing shall be held no later than sixty (60) days after the date the notice was sent by the authorized chartering entity. (3-15-22)

a. Written notification of the hearing shall be sent to the public charter school at least ten (10) days in advance of the hearing. (3-15-22)

b. The public hearing shall be conducted by the authorized chartering entity, or such other person or persons appointed by the authorized chartering entity to conduct public hearings, and receive evidence as a contested case in accordance with Section 67-5242, Idaho Code. (3-15-22)

03. Charter Revocation. If the authorized chartering entity determines that the public charter school has failed to meet any of the specific written conditions for necessary improvements established pursuant to the provisions of Section 33-5209B(1), Idaho Code, by the dates specified, then the authorized chartering entity may revoke the charter. Such decision may be appealed to the Board. The provisions of Section 403 of these rules shall govern the appeal. (3-15-22) ()

304. -- ~~399~~400. (RESERVED)

~~400. — APPEALS.~~

~~The following actions relating to public charter schools may be appealed to the Department or to the Board, as applicable, in accordance with the procedures described in Sections 401 through 403 of these rules: (3-15-22)~~

~~01. **Denial of New Petition.** The denial by an authorized chartering entity of a petition to form a new public charter school, as authorized by Section 33-5207, Idaho Code. (3-15-22)~~

~~02. **Approval of Conversion Petition.** The approval of a petition by an authorized chartering entity to convert a traditional public school to a public charter school over the objection of thirty (30) or more persons or employees of the local school district, as authorized by Section 33-5207, Idaho Code. (3-15-22)~~

~~03. **Denial of Charter or Performance Certificate Revision.** The denial by the authorized chartering entity of a public charter school of a request to revise a charter or performance certificate, as authorized by Section 33-5206(8), Idaho Code. (3-15-22)~~

~~04. **Revocation.** A decision of an authorized chartering entity to revoke a charter, as authorized by Section 33-5209C(7), Idaho Code. (3-15-22)~~

401. APPEAL TO THE DEPARTMENT OF A DECISION RELATING TO THE FORMATION OF A NEW PUBLIC CHARTER SCHOOL OR CONVERSION OF A PUBLIC SCHOOL OR ~~CONVERSION PUBLIC CHARTER SCHOOL.~~

~~The denial of a petition to form a new public charter school, or the granting of a petition to form a conversion public charter school over the objection of thirty (30) or more persons or employees of the local school district, may be appealed to the Department, as provided by Section 33-5207(1), Idaho Code. The following procedures shall govern such appeals pursuant to Section 33-5207(1), Idaho Code. (3-15-22) ()~~

01. Submission of Appeal. To institute an appeal, the petitioners/appellants shall submit a notice of appeal and request for public hearing in writing to the Department that describes, in detail, all of the grounds for the appeal, and the remedy requested, within thirty (30) days from the date of the written decision of the authorized chartering entity that reviewed the petition. A copy of the notice of appeal shall be submitted to the authorized chartering entity, and with the Board. In addition, contemporaneous with the submission of the notice of appeal, the petitioners/appellants shall also submit to the Department ~~two (2)~~ copies of the complete record of all actions taken with respect to the consideration of the public charter school petition. The record must be in chronological order and must be appropriately tabbed and indexed. The record must contain, at a minimum, all of the following documents: (3-15-22) ()

a. The name, address, and telephone number of the person or persons submitting the appeal on behalf of petitioners/appellants, as well as the authorized chartering entity that issued the decision being appealed. (3-15-22)

b. The complete petition that was submitted to the authorized chartering entity, including any amendments thereto or supplements thereof. (3-15-22)

c. Copies of audio or video recordings, if any, and the minutes from all meeting(s) where the petition was considered or discussed. (3-15-22)

d. All correspondence between the petitioners/appellants and the authorized chartering entity relating to the petition from the date the original petition was submitted until the date the authorized chartering entity issued the decision being appealed. (3-15-22)

e. The written decision provided by the authorized chartering entity to the petitioner. A copy of such notice of appeal shall be submitted to the authorized chartering entity whose decision is being appealed, and to the Board. (3-15-22)

02. Hearing Officer. The Department shall hire a hearing officer to review the action of the authorized chartering entity and to conduct a public hearing, pursuant to Section 67-5242, Idaho Code. The Department shall forward to the hearing officer one (1) copy of the record provided by petitioners/appellants and attached to the notice of appeal within ten (10) business days of receipt. (3-15-22)

03. Public Hearing. A public hearing to review the decision of the authorized chartering entity shall be conducted within thirty (30) days after the hearing officer receives the notice of appeal and request for a public hearing submitted to the Department. (3-15-22)

04. Notice of Hearing. All parties in an appeal shall be notified of a public hearing at least ten (10) days in advance, or within such time period as may be mandated by law. The notice shall identify the time, place, and nature of the hearing; a statement of the legal authority under which the hearing is to be held; the particular sections of the statutes and any rules involved; the issues involved; and the right to be represented. The notice shall identify how and when documents for the hearing will be provided to all parties. (3-15-22)

05. Prehearing Conference. The hearing officer may, upon written or other sufficient notice to all interested parties, hold a prehearing conference to formulate or simplify the issues; obtain admissions or stipulations of fact and documents; identify whether there is any additional information that had not been presented to the authorized chartering entity; arrange for exchange of any proposed exhibits or prepared expert testimony; limit the number of witnesses; determine the procedure at the hearing; and to determine any other matters which may expedite the orderly conduct and disposition of the proceeding. (3-15-22)

06. Hearing Record. The hearing shall be recorded unless a party requests a stenographic recording by a certified court reporter, in writing, at least seven (7) days prior to the date of the hearing. Any party requesting a stenographic recording by a certified court reporter shall be responsible for the costs of same. Any party may request that a transcript of the recorded hearing be prepared, at the expense of the party requesting such transcript, and prepayment or guarantee of payment may be required. Once a transcript is requested, any party may obtain a copy at the party's own expense. (3-15-22)

07. Hearing Officer's Recommendation. The hearing officer shall issue a recommendation within ten (10) days after the date of the hearing. The recommendation shall include specific findings on all major facts at issue; a reasoned statement in support of the recommendation; all other findings and recommendations of the hearing officer; and a recommendation affirming or reversing the decision of the authorized chartering entity. The hearing officer shall mail or deliver a copy of the recommendation to the Department, the petitioners/appellants, and the authorized chartering entity. (3-15-22)

08. Review of Recommendation by Authorized Chartering Entity. (3-15-22)

a. The authorized chartering entity shall hold a public hearing to review the recommendation of the hearing officer within thirty (30) days of receipt of the recommendation. (3-15-22)

b. Written notification of the scheduled public hearing shall be sent by the authorized chartering entity to the petitioners/appellants at least ten (10) days prior to the scheduled hearing date. (3-15-22)

c. The authorized chartering entity shall make a final decision to affirm or reverse its initial decision within ten (10) days after the date the public hearing is conducted. (3-15-22)

09. Reversal of Initial Decision. (3-15-22)

a. If the authorized chartering entity reverses its initial decision and denies the conversion of a traditional public school to a public charter school, then that decision is final and there shall be no further appeal. (3-15-22)

b. If the authorized chartering entity reverses its initial decision and approves the new public charter school, then the charter shall be granted and there shall be no further appeal. (3-15-22)

10. Affirmation of Initial Decision. (3-15-22)

a. If the authorized chartering entity affirms its initial decision to authorize the conversion of a

traditional public school to a public charter school, then the charter shall be granted and there shall be no further appeal. (3-15-22)

b. If the authorized chartering entity affirms its initial decision and denies the grant of a new public charter school, then the petitioners/appellants may appeal such final decision further to the Board in accordance with the procedure described in Section 402 of these rules. (3-15-22)

402. APPEAL TO THE BOARD RELATING TO THE DENIAL OF A REQUEST TO FORM A NEW PUBLIC CHARTER SCHOOL.

~~The following procedures shall govern an appeal to the Board of the final decision of an authorized chartering entity relating to the denial of a petition to form a new public charter school. (3-15-22)~~

01. Submission of Appeal. The petitioners/appellants shall submit a notice of appeal in writing with the Board that describes, in detail, all of the grounds for the appeal, and the remedy requested, within ~~twenty-one~~^{thirty} (24³⁰) days from the date the authorized chartering entity issues its final decision to deny a petition to form a new public charter school. A copy of the notice of appeal shall be submitted to the authorized chartering entity. In addition, contemporaneous with the submission of the notice of appeal, the petitioners/appellants shall also submit to the Board, ~~two (2) copies of~~ a complete record of all actions taken with respect to the consideration of the public charter school petition. The record must be in chronological order, must be tabbed and indexed, and must contain, at a minimum, the following documents: (3-15-22) ()

a. The complete record submitted to the Department, as provided in Subsection 401.01.a. through 401.01.e. of these rules. (3-15-22)

b. A transcript, prepared by a neutral person whose interests are not affiliated with a party to the appeal, of the recorded public hearing conducted by the hearing officer, as described in Subsection 401.06 of these rules. (3-15-22)

c. A copy of the hearing officer's recommendation. (3-15-22)

d. Copies of audio or video recordings, if any, and the minutes of the public hearing conducted by the authorized chartering entity to consider the recommendation of the hearing officer, as described in Subsection 401.08.a. through 401.08.c. of these rules. (3-15-22)

e. Copies of any additional correspondence between the petitioners/appellants and the authorized chartering entity relating to the petition subsequent to the public hearing conducted by the Department. (3-15-22)

f. The final written decision provided by the authorized chartering entity to the petitioners/appellants. (3-15-22)

~~g. No new evidence is permitted on appeal to the Board. (3-15-22) ()~~

02. Public Hearing. A public hearing to review the final decision of the authorized chartering entity shall be conducted within a reasonable time from the date that the Board receives the notice of appeal, but not later than sixty (60) calendar days from such date. The public hearing shall be for the purpose of considering all of the materials in the record that were presented at prior proceedings. ~~However, new evidence, testimony, documents, or materials that were not previously considered at prior hearings on the matter may be accepted or considered, in the sole reasonable discretion of the Board, or of the charter appeal committee or public hearing officer, as described in Subsection 402.04 of this rule. (3-15-22) ()~~

03. Notice of Hearing. All parties in an appeal shall be notified of a public hearing at least ten (10) days in advance, or within such time period as may be mandated by law. The notice shall identify the time and place of the hearing; a statement of the legal authority under which the hearing is to be held; the particular sections of the statutes and any rules involved; the issues involved; and the right to be represented. The notice shall identify how and when documents for the hearing will be provided to all parties. (3-15-22)

04. Appointment of Charter Appeal Committee or Public Hearing Officer. The Board may, ~~in its reasonable discretion, determine to~~ appoint a charter appeal committee, composed solely of Board members, or a combination of Board members and Board staff, or ~~alternatively, to appoint~~ a public hearing officer, for the purpose of conducting the public hearing. If the Board determines not to make such an appointment, then the Board shall conduct the public hearing. (3-15-22) ()

05. Recommended Findings. If the public hearing is conducted by a charter appeal committee or appointed public hearing officer, then such committee or appointed public hearing officer shall forward to the Board all materials relating to the hearing as soon as reasonably practicable after the date of the public hearing. If ~~so~~ requested by the Board, the entity conducting the public hearing may prepare recommended findings for the Board to consider. The recommended findings shall include specific findings on all major facts at issue; a reasoned statement in support of the recommendation; all other findings and recommendations of the charter appeal committee or public hearing officer; and a recommended decision affirming or reversing the decision of the authorized chartering entity, or such other action recommended by the charter appeal committee or public hearing officer, such as remanding the matter back to the authorized chartering entity, or redirecting the petition to another authorized chartering entity. A copy of the recommended findings shall be mailed or delivered to all the parties. (3-15-22) ()

06. Final Decision and Order by the Board. The Board shall consider the materials forwarded by the entity conducting the public hearing, including any recommended findings of the charter appeal committee or appointed public hearing officer, as may be applicable, in a meeting open to the public at the next regularly scheduled meeting of the Board that occurs after the public hearing. If the public hearing was not conducted by the Board, then the Board may allow representatives for both the petitioner/appellant and the authorized chartering entity an opportunity to deliver oral arguments to the Board advocating their respective positions, limited to thirty (30) minutes for each party. Whether the public hearing is conducted by the Board or by a charter appeal committee, the Board shall issue a final written decision on such appeal within sixty (60) days from the date of the public hearing. The final decision and order of the Board shall be sent to both the petitioners/appellants and the authorized chartering entity, and will not be subject to reconsideration. With respect to such written decision, the Board may take any of the following actions: (3-15-22)

a. Approve the charter, if the Board determines that the authorized chartering entity failed to appropriately consider the charter petition, or if it acted in an arbitrary manner in denying the request. In the event the Board approves the charter, the charter shall operate under the jurisdiction of the Commission, as provided by Section 33-5207(6), Idaho Code. (3-15-22)

b. Remand the petition back to the authorized chartering entity for further consideration with directions or instructions relating to such further review. If the authorized chartering entity further considers the matter and again denies the petition, then that decision is final and there shall be no further appeal. (3-15-22)

c. Redirect the petition for consideration by the Commission, if the appeal is regarding a denial decision made by the board of trustees of a local school district. (3-15-22)

d. Deny the appeal submitted by the petitioners/appellants. (3-15-22)

403. APPEAL RELATING TO THE DENIAL OF A REQUEST TO REVISE A CHARTER OR PERFORMANCE CERTIFICATE OR A CHARTER NON-RENEWAL OR REVOCATION DECISION. The following procedures shall govern an appeal relating to the denial of a request to revise a charter or a charter non-renewal or revocation decision. (3-15-22)

01. Submission of Appeal. The public charter school shall submit a notice of appeal in writing to the Board that describes, in detail, all of the grounds for the appeal, and the remedy requested, within thirty (30) days from the date of the written decision of the authorized chartering entity to non-renew or revoke a charter or to deny a charter or performance certificate revision. A copy of the notice of appeal shall be submitted to the authorized chartering entity. In addition, contemporaneous with the submission of the notice of appeal, the appellant charter school shall also submit to the Board one (1) hard copy and one (1) electronic copy of the complete record of all actions taken with respect to the matter being appealed. The record must be in chronological order and must be appropriately tabbed and indexed. The record must contain, at a minimum, all of the following documents: (3-15-22)

a. The name, address, and telephone number of the appellant public charter school and the authorized chartering entity that issued the decision being appealed. (3-15-22)

b. Copies of all correspondence or other documents between the appellant public charter school and the authorized chartering entity relating to the matter being appealed. (3-15-22)

c. Copies of audio or video recordings, if any, and the minutes from all meeting(s) where the matter on appeal was considered or discussed. (3-15-22)

d. The written decision provided by the authorized chartering entity to the appellant public charter school. (3-15-22)

e. No new evidence will be considered on appeal to the Board. ~~(3-15-22)~~ ()

02. Public Hearing. A public hearing to review the decision of the authorized chartering entity shall be conducted within thirty (30) days after the date of the filing of the notice of appeal. (3-15-22)

03. Notice of Hearing. All parties in an appeal shall be notified of a public hearing at least ten (10) days in advance, or within such time period as may be mandated by law. The notice shall identify the time and place of the hearing; a statement of the legal authority under which the hearing is to be held; the particular sections of the statutes and any rules involved; the issues involved; and the right to be represented. The notice shall identify how and when documents for the hearing will be provided to all parties. (3-15-22)

04. Appointment of Charter Appeal Committee or Public Hearing Officer. The Board may, in its reasonable discretion, determine to appoint a charter appeal committee, composed solely of Board members, or a combination of Board members and Board staff, or alternatively, to appoint a public hearing officer, for the purpose of conducting the public hearing. If the Board determines not to make such an appointment, then the Board shall conduct the public hearing. (3-15-22)

05. Prehearing Conference. The entity conducting the public hearing may, upon written or other sufficient notice to all interested parties, hold a prehearing conference to formulate or simplify the issues; obtain admissions or stipulations of fact and documents; identify whether there is any additional information that had not been presented to the authorized chartering entity; arrange for exchange of any proposed exhibits or prepared expert testimony; limit the number of witnesses; determine the procedure at the hearing; and to determine any other matters which may expedite the orderly conduct and disposition of the proceeding. (3-15-22)

06. Hearing Record. The hearing shall be recorded unless a party requests a stenographic recording by a certified court reporter, in writing, at least seven (7) days prior to the date of the hearing. Any party requesting a stenographic recording by a certified court reporter shall be responsible for the costs of same. The record shall be transcribed at the expense of the party requesting a transcript, and prepayment or guarantee of payment may be required. Once a transcript is requested, any party may obtain a copy at the party's own expense. (3-15-22)

07. Recommended Findings. If the public hearing is conducted by a charter appeal committee or appointed public hearing officer, then such committee or public hearing officer shall forward to the Board all materials relating to the hearing as soon as reasonably practicable after the date of the public hearing. If so requested by the Board, the entity conducting the public hearing may prepare recommended findings for the Board to consider. The recommended findings shall include specific findings on all major facts at issue; a reasoned statement in support of the recommendation; all other findings and recommendations of the charter appeal committee or public hearing officer; and a recommended decision affirming, or reversing the action or decision of the authorized chartering entity. A copy of the recommended findings shall be mailed or delivered to all the parties. (3-15-22)

08. Final Decision and Order by the Board. The Board shall consider the materials forwarded by the entity conducting the public hearing, including any recommended findings of the charter appeal committee or appointed public hearing officer, as may be applicable, in a meeting open to the public at the next regularly scheduled meeting of the Board that occurs after the public hearing. If the public hearing was not conducted by the Board, then

the Board may allow representatives for both the appellant public charter school and the authorized chartering entity an opportunity to deliver oral arguments to the Board advocating their respective positions, limited to thirty (30) minutes for each party. Whether the public hearing is conducted by the Board, or by a charter appeal committee or appointed public hearing officer, the Board shall issue a final written decision on such appeal within sixty (60) days from the date of the public hearing. The decision shall be sent to both the appellant public charter school and the authorized chartering entity. With respect to such written decision, the Board may take any of the following actions:

- a. Grant the appeal and reverse the decision of the authorized chartering entity if the Board determines

that the authorized chartering entity failed to appropriately consider the non-renewal or revocation of the charter, or the request to revise the charter or performance certificate, or that the authorized chartering authority acted in an arbitrary manner in determining to non-renew or revoke the charter, or in denying the request to revise the charter or performance certificate. (3-15-22)

- b. Deny the appeal filed by the appellants. (3-15-22)

404. EX PARTE COMMUNICATIONS.

Unless required for the disposition of a matter specifically authorized by statute to be done ex parte, no party to the appeal nor any representative of any such party to the appeal, nor any person or entity interested in such appeal, may communicate, directly or indirectly, regarding any substantive issue in the appeal with the Board or the charter appeal committee or any hearing officer appointed to hear or preside over the appeal hearing, except upon notice and opportunity for all parties to participate in the communication. (3-15-22)

405. -- 499. (RESERVED)

500. MISCELLANEOUS.

01. LEA Designations. Section 33-5203(7), Idaho Code, provides that the board of trustees of a school district may designate a public charter school it authorizes as an LEA, with the concurrence of the public charter school board of directors. In order to designate a public charter school as an LEA, the board of trustees of the school district must submit to the Department the following no later than February 1 in order for any such designation to be effective for the following school year: (3-15-22)

- a. Verification that the board of trustees is the authorized chartering entity of the public charter school it wishes to designate as an LEA. (3-15-22)

- b. Written documentation that the board of trustees of the school district and the board of trustees of the public charter school have agreed to the designation of the public charter school as an LEA. Such documentation shall be signed by representatives of both parties. (3-15-22)

501. PROCEEDINGS BEFORE THE COMMISSION.

01. Communications with Commission. All written communications and documents intended to be part of an official record of decision in any proceeding before the Commission or any hearing officer appointed by the Commission must be filed with the individual designated by the Commission. Unless otherwise provided by statute, rule, order, or notice, documents are considered filed when received by the officer designated to receive them, not when mailed or otherwise transmitted. ()

501.2. -- 999. (RESERVED)

~~08.03.01 – RULES OF THE PUBLIC CHARTER SCHOOL COMMISSION~~

~~000. — LEGAL AUTHORITY.~~

~~The Public Charter School Commission, in accordance with Section 33-5213, Idaho Code, adopts these rules.~~

~~(3-15-22)~~

~~001. — SCOPE.~~

~~These rules provide the requirements for the governance and administration of the Public Charter School Commission.~~

~~(3-15-22)~~

~~002. — (RESERVED)~~

~~003. — ADMINISTRATIVE APPEALS.~~

~~The provisions of Title 33, Chapter 52, Idaho Code, and IDAPA 08.02.04, “Rules Governing Public Charter Schools,” govern appeals from decisions of the Commission.~~

~~(3-15-22)~~

~~004. — 099. — (RESERVED)~~

~~100. — DEFINITIONS.~~

~~—— 01. — Board. The Idaho State Board of Education or its designee. (3-15-22)~~

~~—— 02. — Commission. The Public Charter School Commission or its designee. (3-15-22)~~

~~101. — 199. — (RESERVED)~~

~~200. — PROCEEDINGS BEFORE THE COMMISSION.~~

~~Proceedings or other matters before the Commission or its duly appointed hearing officer are governed by the provisions of Title 33, Chapter 52, Idaho Code, IDAPA 08.02.04, and these rules.~~

~~(3-15-22)~~

~~201. — COMMUNICATIONS WITH COMMISSION.~~

~~All written communications and documents intended to be part of an official record of decision in any proceeding before the Commission or any hearing officer appointed by the Commission must be filed with the individual designated by the agency. Unless otherwise provided by statute, rule, order, or notice, documents are considered filed when received by the officer designated to receive them, not when mailed or otherwise transmitted.~~

~~(3-15-22)~~

~~202. — COMPUTATIONS OF TIME.~~

~~Whenever statute, these or other rules, order, or notice requires an act be done within a certain number of days of a given day, the given day is not included in the count, but the last day of the period so computed is included in the count. If the day the act must be done is Saturday, Sunday, or a legal holiday, the act may be done on the first day following that is not a Saturday, Sunday, or legal holiday.~~

~~(3-15-22)~~

~~203. — MEETINGS — MAJORITY — CHAIRMAN.~~

~~—— 01. — Majority. A simple majority of members voting shall be sufficient to decide any matter pending before the Commission. (3-15-22)~~

~~—— 02. — Chairman Vote. The chairman shall vote only when necessary to break a tie. (3-15-22)~~

~~204. — 299. — (RESERVED)~~

~~300. — COMPLIANCE MONITORING.~~

~~The Commission shall be responsible for monitoring the public charter school’s operations in accordance with all of the terms and conditions of the performance certificate, including compliance with all applicable federal and state~~

education standards and all applicable state and federal laws, rules and regulations, and policies. See IDAPA 08.02.04, "Rules Governing Public Charter Schools," Subsection 301.01. Commission staff will make a site visit and verify the existence of the following documents after the charter is granted: (3-15-22)

_____ **01. Certificate of Occupancy.** Certificate of Occupancy for the public charter school site; _____ (3-15-22)

_____ **02. Building Inspection Reports.** A copy of the inspection report from the Idaho Division of Building Safety; _____ (3-15-22)

_____ **03. Fire Marshal Report.** A fire marshal report for the public charter school site; _____ (3-15-22)

_____ **04. Insurance Binders.** Copies of insurance binders from a company authorized to do business in Idaho for a liability policy, a property loss policy, worker's compensation insurance, unemployment insurance, and health insurance; _____ (3-15-22)

_____ **05. Health District Inspection Certificate.** A copy of the health certificate issued by the health district for each site at which students will be taught; _____ (3-15-22)

_____ **06. Instructional Staff Certification.** Proof of certification for all instructional staff employed by the public charter school; and _____ (3-15-22)

301. REQUIRED DOCUMENTS PUBLIC CHARTER SCHOOLS AUTHORIZED BY THE COMMISSION MUST SUBMIT TO THE COMMISSION.

_____ **01. Lease Agreement.** If school structures are leased, a copy of the lease agreement for the building(s) at which students will be taught; _____ (3-15-22)

_____ **02. Financial Statements.** Audited financial statements from an independent auditor must be submitted as required by Section 33-701, Idaho Code; _____ (3-15-22)

_____ **03. Accreditation Reports.** A copy of any notice from the public charter school's accrediting body that the public charter school has failed to meet or maintain full accreditation requirements must be submitted within five (5) business days of receipt; _____ (3-15-22)

_____ **04. Complaints.** Copies of any complaints filed against the public charter school including, but not limited to, lawsuits and complaints filed with the Idaho Professional Standards Commission relating to school employees, within five (5) business days of receipt; _____ (3-15-22)

_____ **05. Board Members.** A current list of all public charter school board members, including full name, address, telephone number, and resume must be on file with the Commission within five (5) business days of any changes; _____ (3-15-22)

_____ **06. Proof of Compliance.** Additional proof of compliance as reasonably requested by the Commission. _____ (3-15-22)

302. --- 399. (RESERVED)

400. PETITION PUBLIC HEARING.

A public hearing, as required by Section 33-5205(2), Idaho Code, for consideration of a petition on its merits shall be conducted by the Commission. Citizens intending to testify must notify the Commission the day of the meeting. Public comment will be limited to ten (10) minutes, unless otherwise determined by the Commission chairman.

_____ (3-15-22)

401. --- 999. (RESERVED)

IV. CONFERENCE/CONVENTION UPDATES

APPLICABLE STATUTE, RULE, OR POLICY

NA

BACKGROUND

Staff and commissioners attended several professional development opportunities during the month of November.

DISCUSSION

Attendees will provide a brief recap of events attended.

National Association for Charter School Authorizers – attend by Jared Dawson and Melissa-Jo Rivera.

Idaho School Board Association – attended by Commissioner Scigliano, Commissioner Peterson, and Director Thompson.

National Summit on Education, ExcelinEd – attended by Chairman Reed, Vice Chair Bair, and Director Thompson.

SPEAKER

Staff and Commissioners

IMPACT

Information item only.

STAFF COMMENTS AND RECOMMENDATIONS

No comments or recommendations.

COMMISSION ACTION

No action.

V. CONSIDERATION OF PERSONNEL POLICY

APPLICABLE STATUTE, RULE, OR POLICY

I.C. § 33-5213

BACKGROUND

The IPCSC maintains policy applicable to agency employees and commissioners.

DISCUSSION

IPCSC staff is proposing revisions to IPCSC personnel and governance policy.

Since the IPCSC's last revision of personnel policy, the Division of Human Resources has published a state agency employee handbook template. The IPCSC's proposed revisions ensure full alignment to that handbook and address a few areas that would benefit from more specificity.

Additionally, it is recommended that the agency adopt governance policy for the purpose of documenting current practices and providing clarity for the public.

The IPCSC conducted a first read of the proposed revisions at the October 13th meeting. Need for additional revisions was identified. Revisions made since October 13, 2022 are indicated with yellow highlighting.

SPEAKER

IPCSC Director, Jenn Thompson

IMPACT

If approved, the policy revisions will be effectively immediately. If denied, existing policy will remain in effect.

STAFF COMMENTS AND RECOMMENDATIONS

Staff recommends adopting the revisions to IPCSC as proposed.

COMMISSION ACTION

A motion to approve the policy revisions as proposed; OR

A motion to approve the policy revisions with the following changes [state changes];
OR

A motion to deny the policy revisions.

Section I: IPCSC Meeting Protocol Governance

A. Terms, Officers, and Committees

1. Pursuant to I.C. § 33-5213, the IPCSC shall consist of seven (7) governor appointed commissioners.
2. Commissioners shall be appointed for four (4) year terms and shall continue serving beyond the term end date until reappointed or replaced.
3. The Idaho Public Charter School Commission (the “IPCSC” or the “Commission”) shall elect, by majority vote, a Chairperson and a Vice Chairperson every two (2) years.
4. The IPCSC may utilize committees as necessary.
 - a. Committee meetings are subject to Idaho Open Meeting Law.
 - b. No more than three (3) commissioners may be appointed to a committee.
 - c. The Chairperson of the Commission shall make recommendations for appointments, subject to IPCSC approval.
 - d. Appointments are not subject to a term end date.
 - e. Committees may make recommendations to the IPCSC regarding matters pertinent to committee work and may only make decisions if specifically permitted through IPCSC policy or IPCSC action.
 - f. The Committee Chair is responsible for presiding over the meeting, approving committee meeting minutes, and providing an update to the IPCSC of recent committee work at the next regularly scheduled meeting.
 - g. The IPCSC may vote to accept, adopt, or enact a committee recommendation.

B. Ethics and Conflicts

1. The IPCSC is subject to the Ethics in Government Act, found in Title 74, Chapter 4, Idaho Code.,
2. Commissioners shall not accept any pecuniary benefit as consideration for the Commissioner’s decision, opinion, recommendation, vote or other exercise of discretion related to IPCSC business.

3. Commissioners shall not accept gifts from public charter schools or proposed public charter schools except for gifts conferred on account of kinship or other personal, professional, or business relationships independent of the commissioner's status as a commissioner and shall not accept any trivial benefits exceeding a value of fifty dollars (\$50.00) or involving any substantial risk of undermining the commissioner's impartiality.
4. Commissioners shall not disclose confidential information or information protected under the Federal Education Records Protection Act (FERPA) gained in the course of or by reason of the commissioner's position or activities
5. Commissioners shall not have an interest in any contract made by the IPCSC unless disclosed to the IPCSC and as allowed by Idaho Code sections 18-1361, 18-1362.

C. Meeting Protocol and Agenda Items

1. The IPCSC is subject to Title 74, Chapter 2, regarding Open Meetings Law.
2. Commissioners may attend meetings in-person or via video or telephone conferencing. Commissioners who are not able to attend a meeting must notify the Chairperson of the Commission and the IPCSC Director.
3. Regular meetings of the IPCSC shall be held on the second Thursday of even months at 9:00 A.M., Mountain Time unless otherwise noticed.
4. The IPCSC's annual meeting shall be held in April each year, or as otherwise determined by a majority vote of the IPCSC.
5. Requests for agenda items are subject to approval by the Chairperson of the Commission up to 48 hours prior to the start of the meeting;
6. Agenda amendments approved by the Chairperson of the Commission within 48 hours of the start of the meeting shall be posted as pending IPCSC approval and shall be effective only upon a majority vote in favor of the amendment at the beginning of the meeting.
7. The IPCSC shall make an effort to inform A The Commission will notify a public charter school ~~shall be informed~~ no less than thirty (30) days prior to any meeting at which that school is the subject of an actionable agenda item. The Commission will notify a public charter school as soon as reasonably practicable prior to any special meeting at which the school is the subject of an actionable agenda item.

8. A public charter school's governing board or its designee shall be allotted up to 15 minutes to address the IPCSC during any actionable agenda item(s) specifically related to that school. Additional time may be allowed at the Chair~~man~~person of the Commission discretion. The charter holder or its designee may decline to address the IPCSC.

D. Submission of Meeting Materials

1. Final revisions to new charter school petitions must be received by the IPCSC office no later than 5:00 p.m. Mountain Time ~~thirty (30)~~ calendar days prior to the scheduled hearing.
2. All other materials to be considered at a regular meeting must be received by the IPCSC office no later than 5:00 p.m. Mountain Time ~~fifteen (15)~~ calendar days prior to the meeting date.
3. Materials to be considered at a special meeting of the IPCSC must be received by the IPCSC office no less than ~~twelve (12)~~ hours prior to the scheduled start time of the meeting.
4. Additional or revised materials may be accepted after the deadline at the discretion of the IPCSC Director if he/she determines that the materials can be thoroughly evaluated before the meeting. If the IPCSC Director determines that there is not sufficient time for the materials to be thoroughly evaluated by the IPCSC staff, the IPCSC Director may decline to accept the materials.
5. Additional materials and handouts, that have not been thoroughly evaluated by the IPCSC staff, may be accepted at the meeting at the discretion of the ~~IPCSC Chair~~ Chairperson of the Commission.
6. All materials shall be submitted electronically via electronic mail, web-based file-sharing services, or portable data storage devices.

E. Public Comment

1. Live-In-Person Comment
 - a. Members of the public may address the IPCSC during regular or special IPCSC meetings if so noted on the meeting agenda.
 - b. Prior to the start of the meeting, members of the public who wish to provide in-person public comment must first indicate on the meeting sign-in sheet that they wish to address the IPCSC.

2. If public comment is on the agenda, members of the public must indicate the topic they wish to address on the sign-in sheet prior to the start of the meeting.

3. If public comment is on the agenda, members of the public will be invited to speak by the Chairman during the agenda item to which the public comment pertains.

Public comment unrelated to an agenda item will be allowed only if a separate public comment section is included on the agenda. In such a case, the speaker will be invited to address the IPCSC during that section.

c. Public comments shall be limited to three (3) minutes.

2. Written **Public** Comment

- a. Written **public** comment may be submitted to the IPCSC staff at any time. Written **public** comment must be identified as such and must include the name and contact information of the author. **Anonymous commentary will not be accepted.**
- b. Written **public** comment submitted at least seven (7) days in advance of an IPCSC meeting will be included in the meeting materials.
- c. Written **public** comment submitted fewer than seven (7) days in advance of an IPCSC meeting will be distributed to commissioners but may not be included in the meeting materials.
- d. Written **public** comment **received at least 24 hours prior to the start of the meeting may** be read aloud at the regularly scheduled IPCSC meeting following receipt **at the discretion of the Chairperson of the Commission and will be limited to three (3) minutes.**

F. Public Relations

1. **The IPCSC Director and the Chairperson of the Commission are the only authorized media contacts for the agency. If a commissioner receives a request for comment by a representative of the media, the commissioner shall direct such request to the IPCSC Director or the Chairperson of the Commission.**
2. **The IPCSC Director is authorized to provide technical assistance and clarifying information to any party as part of the regular duties of the position.**
3. **Press releases will be drafted and issued by the IPCSC Director. The IPCSC, upon majority vote, may direct the IPCSC Director to draft and issue a press**

release on any matter.

4. Any commissioner may visit an IPCSC authorized school or otherwise engage in conversation with representatives from an IPCSC authorized school.
5. If a commissioner chooses to visit an IPCSC authorized school, the commissioner must first inform the IPCSC Director of the time, date, and purpose of the prior to the visit for recordkeeping purposes.
6. Pursuant to Idaho Open Meeting Law, a commissioner in receipt of information related to an actionable matter, is obligated to disclose the source and substance of information to the IPCSC in an open meeting.
7. Commissioners must not engage in communication regarding a new charter school petition with the petitioners (or representatives thereof) or the IPCSC staff between the release of the IPCSC Director's recommendation to approve, conditionally approve, or deny a new charter school petition and the scheduled hearing at which the Commission shall make a decision on the petition. In the event that unsolicited information is received by a commissioner within this timeframe, the commissioner must not engage in the communication and shall proceed to disclose the source and substance of any information received at the scheduled hearing.
8. Separate from disclosure, a commissioner in receipt of information related to an actionable matter may choose to recuse him or herself from voting on that matter at his or her discretion.

A. Public Records

1. The IPCSC is subject to the Idaho Public Records Act, found in Title 74, Chapter 1, Idaho Code.
1. Any representative of the IPCSC in receipt of a request for information should redirect the requesting party to the IPCSC Director.

Section IX – Human Resources

A. Applicable Policy

1. The Idaho Public Charter School IPCSC (IPCSC) operates as an independent state agency, under the State Board of Education. All employees of IPCSC are governed by IPCSC policy as well as State-level policies and procedures adopted by the agencies below. Failure to adhere to any applicable policy may result in disciplinary action, up to and including dismissal.
2. The policies of the agencies below take precedence in any case of conflict with IPCSC policy.
3. Applicable policies include, but are not limited to:
 - a. Idaho State Board of Education's
http://www.boardofed.idaho.gov/policies/ii_policy.asp
 - b. Division of Financial Management
<https://dfm.idaho.gov/>
 - c. ~~the~~ State Controller, Board of Examiners
<https://www.sco.idaho.gov/LivePages/policies-menu.aspx>
 - d. Division of Purchasing
<https://purchasing.idaho.gov/governing-laws-and-policies/>
 - e. Division of Human Resources
<https://dhr.idaho.gov/statutes-rules-and-policies/>
 - f. ~~the~~ Idaho Technology Authority
<https://ita.idaho.gov/resources/>
 - g. Division of Administration
<https://adm.idaho.gov/>
 - f.h. Office of Group Insurance
<https://ogi.idaho.gov/>

B. Employment PracticesStatus

1. The state of Idaho is an equal opportunity employer, and its policies, procedures, and personnel programs are administered without regard to race, color, religion, age, sex, national origin, disability status, genetics, protected veteran status, sexual orientation, gender identity or expression, or any other characteristic protected by federal, state, or local laws.
2. The IPCSC makes reasonable accommodations, if possible, for known physical or mental limitations of an otherwise qualified individual with a

disability who is an applicant or an employee, unless undue hardship would result.

a. Requests for reasonable accommodations may be made through the IPCSC Director.

b. Medical information and records are treated as confidential.

3. The IPCSC conducts background checks and reference checks as part of the hiring process. All offers of employment are contingent upon clear results of a completed thorough check.

4. Title 6, Chapter 21, Idaho Code establishes that Idaho public employees are protected from retaliation for reporting, in good faith, waste, violations of law, rules or regulations, participating in or giving information in informal or formal investigations, or objecting or refusing to carry out a directive they believe violates law, rule, or regulation.

a. Retaliation should be immediately reported to the IPCSC Director.

5. The IPCSC employs both classified and non-classified employees. IPCSC employees shall be notified of their appointment type, work type, and classification status at the time of hire and any time a change takes place. Eligibility for benefits and merit pay increases may vary based on appointment type. Please contact the IPCSC's Human Resources Representative for more information.

a. Appointment type may be classified or non-classified.

b. Work type may be full-time, part-time, temporary, or contracted.

e. Classification status may be exempt, non-exempt, or other exempt.

Classified Employee—means any person appointed to or holding a position subject to the provision of the merit examination, selection, retention, promotion, and dismissal requirements of the Idaho Division of Human Resources as provided under Chapter 53, Title 67, Idaho code.

d. —

Non-Classified Employee—any person appointed to or holding a non-classified position pursuant to section 67-5303(j), Idaho Code, and thus is not subject to the provision of Chapter 53, Title 67, Idaho Code. Non-Classified employees are at-will employees, and serve at the pleasure of the IPCSC Director.

8. Employment may be separated in the following ways:

a. —an employee may tender resignation to the Director. In such a case a two-week notice is appreciated. Both written and verbal resignation are binding.

a. An employee who has not returned to work within five (5) working days after approved paid or unpaid leave or the date of release by his or her physician shall be considered as having voluntarily separated.

b. An employee may separate employment by initiating retirement through PERSI. In such a case, it is recommended that the employee begin this process with PERSI six months prior to the anticipated retirement date.

4. An eligible employee's insurance coverage and the coverage of any and all enrolled eligible dependents will terminate on the last day of the last month for which a premium payment was made.

5. An employee who is separated/terminated will:

a. receive final pay for all hours submitted, pay off for all vacation hours remaining, and pay off for any comp time hours remaining (if applicable) after all statutory obligations have been deducted. Statutory obligations include, but are not limited to, insurance, retirement, contributions, etc.

b. receive final payroll on the regularly prescribed payday for that pay period.

C. Grievance

1. Resolution of Conflicts and Concerns

a. Employees are encouraged to address any concerns they have regarding their own employment or the actions of other employees promptly, professionally, and at the source of the issue when practicable. In most cases, issues can be resolved with respectful and frank discussion.

b. Should an employee have a concern that he/she believes the IPCSC Director can help solve or the nature of the issue is severe, the employee should bring the issue to the attention of the IPCSC Director.

c. If the concern cannot be resolved at this level or if the subject is one the employee prefers to not discuss with the IPCSC Director, the employee should talk to the IPCSC Human Resources Officer.

~~e.d.~~ Alternatively, an employee may file a grievance through the Employee Complaint Hotline operated by the Division of Human Resources. <https://dhr.idaho.gov/employeecomplaintline/>

~~d.e.~~ The IPCSC Human Resources Officer will counsel the employee objectively and, if necessary, arrange for other person(s), resources, or procedures to assist with resolution.

2. Grievance Procedures

a. Should an employee wish to file a formal grievance, such may be submitted in writing to both the IPCSC Human Resources Officer and the IPCSC Director. A written grievance must include the following:

- i. name of the employee;
- ii. name of other person(s) involved (if applicable);
- iii. description of the conflict or concern;
- iv. date of incident(s) (if applicable); and
- v. description of the means by which the employee has sought resolution prior to filing a formal grievance.

b. The IPCSC Human Resources Officer and the IPCSC Director will arrange a meeting with the employee within seven (7) days of receipt of a written grievance to discuss the concerns, paths to resolution, and next steps.

c. Should additional investigation be necessary, a follow-up meeting will be held within forty-five (45) days of receipt of a written grievance to discuss resolution and/or findings.

3. Human resource matters are not appealable to the IPCSC. Except as otherwise provided in Section II.F of the State Board of Education's policy, human resource matters are not appealable to the State Board of Education. IPCSC and State Board of Education policies for grievances and appeals must be exhausted before an employee may seek judicial review.

4. The IPCSC will make every effort to investigate and resolve human resource matters on a fair and equitable basis. This may involve seeking the aid of other resources and/or persons as appropriate.

5. No recrimination or retaliation will occur or result from an employee's utilization of this policy.

D. ~~Sexual Harassment and Discrimination~~ Respectful Workplace

1. The IPCSC is committed to providing a safe and congenial work environment for its employees. Every employee has the right to work in a professional atmosphere. All employees are required to complete respectful workplace training upon hire and annually thereafter.-

1.2. The definition of work environment shall include, but not exclusively, anywhere that employees are performing work duties, such as the office, any work site, or travel time to and from a work site. Sexual harassment or discrimination of an employee based on race, gender, national origin, age, color, religion, or disability is forbidden. These types of behaviors will not be tolerated by the IPCSC.

2.3. The sexual or other illegal or discriminatory harassment of any employee or customer of the IPCSC is prohibited by law and by the policy of the IPCSC. Employees are expected to refrain from conduct that may reasonably be considered offensive to others.

3.4. Offensive conduct may be written or oral. Offensive conduct includes, but is not limited to, the use of profanity, sexual comments or images, racial slurs, gender-specific comments, or any comments that would offend someone on the basis of age, race, gender, religious belief, national origin, or disability. All employees are expected to treat their co-workers with courtesy, respect and dignity.

4.5. The IPCSC will investigate and take remedial action whenever there is reason to believe that sexual or other illegal or discriminatory harassment are present. The prohibitions of harassing behavior apply to peer relationships, as well as to employment relationships of a superior or subordinate nature. Any employee who is made aware of an alleged incident of sexual or other harassment shall bring the matter to proper resolution by taking action in accordance with the procedures in this section.

5.6. Retaliating or discriminating against an employee for complaining about sexual harassment or other illegal discrimination is prohibited. Violation of this policy will result in disciplinary action up to and including dismissal.

6.7. The IPCSC recognizes that there is a difference between occasional compliments of a socially acceptable nature, and behavior that is not welcome, that is personally offensive, lowers morale, and interferes with work effectiveness. Unwelcome sexual advances, requests for sexual favors,

unwelcome sexual epithets, innuendoes, advances, references, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- a. Submission to such conduct is either explicitly or implicitly a term or condition of an individual's employment;
- b. Submission to, or rejection of, such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- c. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

7.8. No employee shall use the authority of their position or the circumstances of the work place to sexually harass others to:

- a. Enhance or adversely affect any subordinate's employment status, terms, or conditions of employment;
- b. Grant, recommend, or refuse to take any personnel action;
- c. Take, or fail to take, a personnel action as a reprisal against an employee for rejecting or reporting sexual harassment; or
- d. Unreasonably interfere with another individual's work performance or to create an intimidating, hostile, or offensive work environment.

8.9. Employees who believe that they are being subjected to illegal or prohibited sexual harassment or discrimination are encouraged to file written or verbal complaints with the IPCSC Director or Human Resources Officer. Employees, if they so desire, may also file a claim of illegal sexual harassment or discrimination with the Idaho Human Rights ~~Commission~~IPCSC (IHRC) and/or the U.S. Equal Employment Opportunity ~~Commission~~IPCSC (EEOC).

9.10. Applicants for employment may file discrimination complaints with the IPCSC Human Resources Officer, the IHRC, and/or the EEOC.

10.11. When an employee is made aware of an alleged incident of sexual harassment or discrimination, he/she shall take immediate action to bring the matter to the attention of the IPCSC Human Resources Office or the IPCSC Director.

11.12. The employee shall provide a statement of known facts to the IPCSC Human Resources Officer or the IPCSC Director. The employee shall not discuss the matter with co-workers and persons not directly responsible for investigating the matter.

~~12.13.~~ Upon receipt of a complaint, a confidential investigation will be conducted. Based upon the information received in the investigation, the IPCSC Director will take immediate and appropriate corrective action.

~~13.14.~~ In all cases, the complaint, the investigation, and the solution will be kept confidential to the maximum extent possible. Only those persons responsible for investigating and enforcing civil rights matters will have access to confidential information obtained under this procedure. An employee filing such a complaint should not discuss the matter with co-workers and persons not directly responsible for the investigation.

E. Drug-Free Workplace

1. The IPCSC is subject to Idaho's Alcohol and Drug-Free Workplace Policy.
2. The consumption of alcohol on the job is prohibited. Employees may not work if their performance is impaired by the use of alcohol.
3. The unlawful manufacturing, distribution, dispensing, possession, or use of a controlled substance is prohibited, and if occurring on State property or during an employee's hours of work, demands immediate corrective action.
4. Violations of the Idaho Alcohol and Drug-Free Workplace Policy will be cause for management intervention and may result in referral to treatment, including participation in the Employee Assistance Program.
5. The IPCSC shall direct its efforts toward rehabilitation whenever reasonable.
6. Any intervention steps taken upon a violation of the Idaho Alcohol and Drug-Free Workplace Policy must be consistent with all due process requirements and other constitutional rights of state employees.
7. Any intervention steps taken because of a violation of the Idaho Alcohol and Drug-Free Workplace Policy, including a referral for treatment, counseling or rehabilitation programs, shall include procedures to protect the confidentiality of treatment records as well as the employee's identity.
8. In the event that an alcohol or drug problem is identified in any agency or classification, it shall report that to the Division of Human Resources who may implement a recovery program that may include alcohol or drug testing for employees in safety-sensitive classifications where such a problem has been documented.
9. Where federal laws or regulations require the State to implement more stringent regulations than those contained in this policy, those federal regulations and procedures supersede and/or augment this policy.

F. Employee Evaluation

1. New employees will be evaluated after an initial six (6) months of service and shall not be eligible for merit pay increases until a probationary period has been successfully completed.
2. All employees shall~~will~~ be evaluated annually in the spring.
3. Evaluations shall~~will~~ consider the following:
 - a. the employee's performance of the primary responsibilities and duties of his/her position;
 - b. the employee's performance of any goals or conditions of employment previously established in writing; and
 - c. the employee's ability to perform assigned duties with respect to the core values of the State of Idaho, the Idaho State Board of Education, and the IPCSC.
4. The evaluation process will include:
 - a. an opportunity for employees to conduct a self-evaluation;
 - b. a meeting with the IPCSC Director to discuss past performance and future goals; and
 - c. a final written evaluation, issued by the IPCSC Director, indicating an overall performance rating.
5. Final written evaluations must be signed by the employee and the IPCSC Director. The signed evaluation will be included in the employee's personnel file and a copy will be provided to the employee.
6. Employee evaluations will be used to inform decisions regarding retention, promotion, and merit paysalary increases. Evaluation ratings that result in findings of inadequate performance of duties or failure to perform duties constitute adequate cause for termination as set forth in Section II.L of the State Board of Education's policies.

Section X – Operations

A. Office Hours and Attendance

1. Office hours are 8-5 Monday through Friday. The physical office must be manned and accessible to the public during these hours. Employees are expected to work eight (8) hours each day, excluding a thirty (30) minute lunch break. Breaks must be taken in-between work hours and may not be used to shorten the work day.
2. Individual arrival and departure times are flexible around meeting schedules, but must be approved by the IPCSC Director.
3. Employees working fewer than eight (8) hours in a workday must make arrangements to claim the appropriate leave.
4. Full-time IPCSC employees may work remotely one day per week on either Tuesday or Wednesday providing that the day is consistent each week and documented with the IPCSC Human Resources Officer. This privilege may be temporarily suspended at the discretion of the IPCSC Director and may be revoked if misused. Poor quality of work product or insufficient progress or availability may be cause for revocation. Attendance at a conference, meeting, or event that cannot be otherwise scheduled may be reason for temporary suspension.
 - a. Remote working arrangements must be documented through a telecommuting agreement.
 - a.b. The standards of professionalism detailed in Section C of this policy apply to any and all alternative work locations.
5. No vacation leave will be approved on IPCSC meeting days.

B. Attire Standards of Professionalism

1. Office attire expectations are as follows:
 - a. “business casual” dress must be worn in the office on Monday through Thursday. Casual dress (i.e., jeans paired with business casual tops/footwear) is permissible on Fridays. However, casual dress is suspended while the Idaho Legislature is in session.
 - b. Nametags ~~and business casual attire~~ must be worn at all off-site meetings.
 - c. When an employee is visiting a school, casual dress, business casual dress, or business attire may be worn as the event dictates. For example, causal clothing may be most appropriate when visiting a school under construction, business casual may be most appropriate when attending a

meeting in another state agency office, and business attire may be most appropriate when attending a graduation ceremony.

d. all employees are expected to dress, maintain their personal conduct, and exercise personal hygiene in a manner consistent with the nature of work performed and within reasonably accepted limits of the community and the setting within which work is performed.

2. Professional conduct expectations are as follows:

a. the work area of each employee should be properly maintained and provide a pleasant, orderly, and professional appearance. Any display of material reasonably considered being or having the potential to be offensive to others is prohibited.

b. employees are expected to maintain regular, punctual attendance.

c. employees may freely exercise their religious beliefs as long as doing so does not infringe on workplace efficiency and the requirements of the Civil Rights Act of 1964 as amended, concerning nondiscrimination on the basis of religion.

3. Contact with the Legislature

a. No employee may initiate contact with legislators or legislative staff without the Director's express permission.

b. Any employee who has been contacted by a legislator or a member of legislative staff should politely decline to engage in discussion until permission from the Director has been obtained.

4. Conflict of Interest

a. Any time a real or potential conflict exists between an employee's public duty and his/her private interest, outside activities, or employment, the employee shall disclose it to the Director, in writing, at the earliest opportunity, and prior to acting upon the conflict.

b. Failure to disclose a real or potential conflict or an appearance of impropriety may result in disciplinary action, up to and including dismissal.

c. Cohabitation and/or romantic relationships between an employee and his/her supervisor are prohibited.

d. Employees may not accept compensation from outside sources for performing the duties of their job at the IPCSC.

e. Employees may not directly or indirectly ask, accept, or receive any gift, favor, service, loan, gift certificate or entertainment which might reasonably be interpreted as tending to influence the performance of their official duties.

f. Employees shall not accept gratuities or other benefits exceeding a total retail value of \$50 dollars per person or per agency within a calendar year.

a-g. Employees shall not accept honoraria from the public, associations, corporations, or governmental entities for appearances or services given in the course of their official duties.

b-h. Employees shall not accept or serve in any policy-making position or office of an organization, board or IPCSC in which an opportunity for conflict of interest might arise between the activity and IPCSC employment.

C. Health and Safety Procedures

1. The IPCSC follows the Idaho guidelines for emergency procedures.

a. Emergency Action Plan: <https://cms.idaho.gov/wp-content/uploads/sites/92/2018/12/Emergency-Action-Plan-Booklet-Capitol-Mall.pdf>

2. Crisis Response Plan

a. Should a crisis situation take place at the office, it is assumed that the IPCSC Director will be otherwise occupied and the Chairperson of the IPCSC shall be the primary point of contact for accurate information and media relations. Should a crisis situation take place away from the office, the IPCSC Director shall be the primary point of contact for accurate information and media relations.

b. In addition to the State of Idaho's Emergency Action Plan, the IPCSC adopts a crisis response philosophy of "Run, Hide, Fight" which empowers employees to use their own personal judgement in a crisis situation.

i. Run – Remove yourself from the area if it is safe to do so.

ii. Hide – If leaving is not an option, hide and remain hidden until you receive notification of safety from *only* a Capitol Mall Security Officer or a Police Officer.

iii. Fight – As a last resort, protect yourself by any means necessary.

c. Whenever possible, all employees in the office shall, immediately following an evacuation, meet at a pre-determined location. When it is not possible to meet at the pre-determined location, all employees shall notify the Director and the Chairperson of the IPCSC of their safety status as soon as it is safe to do so.

2.3. Security and Non-Emergency

- a. Office evacuation routes are posted near office doorways.
- b. Employees are encouraged to sign up for Capitol Mall security alerts via text, email, and/or phone.
- c. The IPCSC strives to provide a safe and secure workplace. On occasion, protests take place on the grounds of or near the office. If an employee does not feel safe entering or exiting the building at any time, Security may be contacted to provide an escort. Additionally, temporary remote working arrangements may also be made at the Director's discretion.

4. Continuity of Operations

- a. As a governmental agency, the IPCSC shall strive to maintain a continuity of operations at all times. The following everyday practices will assist the agency with continuing to provide public service in an emergency:
 - i. Employees shall work from the office whenever possible, excepting when an employee's regular weekly schedule includes a remote working day.
 - ii. All employees shall engage in annual telecommuting training and shall maintain a telecommuting agreement on file.
 - iii. All employees shall note planned off-site work, such as school site visits, in his/her electronic calendar, including the intended location and times (i.e. School ABC, 10am). In an emergency, this will assist the Director in locating all employees.
 - iv. Anytime an employee is working remotely, he/she shall check in via the group instant messaging tool (such as Microsoft Teams) no later than 8:30 am each day. This practice assists with coordination and prioritization of the workload and will provide a regular point of contact if working in the office is suddenly not an option.
 - v. All agency files (finalized and working) shall be stored on the shared server. This practice will allow for files to be retrieved remotely, recovered with minimal loss if equipment is broken, and transferred between employees if necessary.
 - vi. The Director maintains the authority to close the physical office in an emergency situation (such as wide-spread illness or unsafe conditions). In such a case all employees shall work remotely as

they are able and notice shall be made to schools and stakeholders.

- vii. Should the Director be incapacitated at any time, staff shall contact the Chairperson of the Commission who shall hold a meeting with the staff within forty-eight (48) hours to determine next steps.

5. Healthy Workplace

a. The IPCSC shall follow all guidelines established by the Idaho Division of Human Resources as it relates to maintaining a healthy workplace.

b. When no more stringent guidance from DHR is in place, IPCSC employees are encouraged to voluntarily abide by the following:

- i. masking in the office is optional at any time.
 - ii. Social distancing is encouraged whenever possible.
 - iii. when visiting a school or another state agency, IPCSC employees shall adhere to the host's preferences regarding masking and social distancing.
 - iv. If an employee has been exposed to a confirmed case of Covid-19 or other such communicable illness, employees are encouraged to monitor symptoms for 10 days. No quarantine or masking is required.
 - v. If an employee has a confirmed case of COVID-19 or other such communicable illness, employees are encouraged to take sick leave or make arrangements to work remotely for five (5) days. Employees are invited to return to working in the office on the sixth (6th) day if no symptoms are present and the employee has been fever-free for 24 hours. No evidence will be required for return to work.
- b. Employees are not obligated to disclose if they have a confirmed case of COVID-19 or other such communicable illness or if they have been directly exposed;
- c. If an employee chooses to voluntarily disclose that he or she has a confirmed case of COVID-19 or other such communicable illness, all other employees will be notified of direct exposure for contact tracing purposes. The name of the disclosing employee will not be shared.
- d. No employee may be discriminated against for masking or self-quarantine decisions.

e. Masks, gloves, and cleaning supplies shall be made available by the IPCSC for use in the workplace.

a.f. Temporary schedule changes or temporary remote working arrangements may be granted at the discretion of the Director.

D. Communications

1. The IPCSC is subject to the Idaho Public Records Law, Idaho Code sections 74-101 through 74-126.

a. Idaho Public Records Law Manual:

<https://www.ag.idaho.gov/content/uploads/2018/04/PublicRecordsLaw.pdf>

2. Items that are considered public record include, but are not limited to email, text messages, electronic documents, hard copy documents, call logs, and social media posts.

3. All communication should be conducted in a manner appropriate for public release. The IPCSC has the right, but not the duty, to review all communications and downloads passing through its communication equipment. Employees have no expectation of privacy with respect to their use of the IPCSC's systems.

3.4. Employees are provided access to IPCSC systems for business purposes only and may not use IPCSC systems in any way that may be seen as insulting, disruptive, unproductive, offensive, or harmful to morale.

5. Employees are encouraged to use security features on personal social media accounts and to use discretion when making social media connections.

4.6. Employees regularly have access to confidential information regarding schools, students, and the high-stakes decisions of the IPCSC. Employees are prohibited from making any disclosure of confidential information to any person other than employees of the IPCSC or employees of federal or state regulatory agencies who are acting in the course of their employment.

E. Procedural Alignment

1. All employees are expected to follow the IPCSC's active procedures in each operational area for which written procedures are maintained. These include, but are not limited to:

- a. Processing New Charter School Petitions
- b. Processing Charter Renewal Applications
- c. Processing Performance Certificate Amendments
- d. Pre-Opening Procedures
- e. Closure Procedures

- f. IPCSC Records Retention Schedule
- g. Purchasing
- h. Travel

- 2. Written procedures shall be maintained in a prominent location on a shared server and shall be accessible by all employees.
- 3. Written procedures shall be in effective as of the date of the agency memo stating such and shall remain in effect until superseded by revisions noted in a subsequently issued agency memo.
- 1.4. Previously active versions of procedures shall be retained in accordance with the State of Idaho's records retention requirements as maintained by the Idaho State Historical Society.

F. Public and Media Relations

- 1. The IPCSC Director is the primary point of contact for public and media relations.
- 2. Should an employee be approached by a member of the media, the employee shall politely decline to provide comment, state that he/she is not authorized to speak to the media, and offer to have the appropriate person follow-up. The employee should provide the media contact with the Director's email and office phone number and ask the media contact for his/her name, entity represented, phone number, general topic, and deadline.
- 3. Reports, documents, or news releases issued on behalf of the IPCSC must be approved by the Director before being issued.

G. Receiving Complaints from the Public

- 1. Members of the public may from time to time submit formal complaints to the IPCSC by completing the complaint form accessible on the agency's website or by submitting an email.
- 2. Formal complaints must be provided in writing, must state that they are intended to be received as complaints, and must include the name and contact information of the complainant(s).
- 3. Complaints may be received by any IPCSC employee and shall be directed to the Program Manager assigned to the school in question and shall be processed according to IPCSC procedures.

Section XI – Information Management

G.H. Applicable Policy

1. The IPCSC is subject to the policies of the State Board of Education's Data Management Council and the terms of the Data Security Agreement between the SBE and the IPCSC.
 - a. Data Management Council Policy: <https://boardofed.idaho.gov/board-facts/board-committees/data-management-council-dmc/>
 - b. The Data Security Agreement will be issued as a separate document.

I. Data Management and Security

1. The IPCSC maintains a data sharing agreement with the State Board of Education.
2. Reports or data sets that may include personally identifiable information, as defined by the Federal Education Records Protection Act, may only be transferred via a secure server.
3. If an employee is in receipt of an email or other documentation which includes or has attachments that include personally identifiable information, the employee shall report the incident to the Director and the agency's IT provider immediately and shall follow the instructions provided at that time.
4. If an employee causes a data breach, the employee shall report the incident to the Director and the Agency's IT provider immediately and shall follow the instructions provided at that time. A breach of data may be cause for disciplinary action, up to and including dismissal.

H.J. Technology Usage

1. The IPCSC is subject to the policies of the Idaho Technology Authority (ITA). ITA policy takes precedence in the case of any conflict with IPCSC policy.
 - a. ITA Policy: <https://ita.idaho.gov/resources/>
2. Use of a personal technology account (such as Google Drive or DropBox) to conduct IPCSC business is prohibited.
3. Employees may connect personally owned devices, such as cell phones or laptops, to the guest wireless network only. Employees may choose to use such devices to conduct IPCSC business in as much as that business can be conducted with access to documents and information already published and available to the public without a public records request.

4. Should an employee choose to access IPCSC email or conduct business on a personal device, that device must meet specific security requirements and be subject to annual audits as specified in ITA Policy G540.
 - a. ITA Policy G540: <https://ita.idaho.gov/psg/g540.pdf>
5. Employee use of State-owned information technology devices must be in compliance with ITA policy P1060.
 - a. ITA Policy P1060: <https://ita.idaho.gov/psg/p1060.pdf>
6. Employee internet use on all devices connected to the State network will be monitored and must be in compliance with ITA policy P1050.
 - a. ITA Policy P1050: <https://ita.idaho.gov/psg/p1050.pdf>
7. Employee use of State-provided email must be compliant with ITA policy P1040.
 - a. ITA Policy P1040: <https://ita.idaho.gov/psg/p1040.pdf>
8. Disciplinary action may be taken for unauthorized use of a State-owned device, or for unauthorized internet or email usage.

I.K. Records Retention

1. The IPCSC shall take guidance on records management procedures from the State of Idaho Records Manual published by the Idaho State Archives division of the Idaho State Historical Society.
 - a. State of Idaho Records Manual: <https://history.idaho.gov/document/state-of-idaho-records-manual/>
2. The IPCSC shall develop and maintain an agency-specific records retention schedule that minimally adheres to the State of Idaho General Records Retention Schedule, as published by the Idaho State Historical Society.
 - a. State of Idaho General Records Retention Schedule: <https://history.idaho.gov/records-center/idaho-records-center-retention-schedules/>
3. Record Categories
 - a. The IPCSC shall maintain records in the following categories related to the operations of the agency: administrative; commission action, facility and assets, finance, human resources, and legal.

- b. The IPCSC shall maintain records in the following categories related to school oversight: charter management, compliance, academic oversight, financial oversight, and operational oversight.
- c. When a public charter school authorized by the IPCSC closes, the IPCSC shall take possession of personnel and student records as per the agency's closure protocol and shall maintain, in addition to the oversight records noted in Section 3b of this policy, records related to specific school operations in the following categories: personnel, student, and finance.

Section XII – Payroll

A. Applicable Policy

1. The IPCSC is subject to DHR statewide policies regarding compensation, vacation leave, sick leave, Family and Medical Leave Act (FMLA), special leaves (such as military service or jury duty), leave donation, telecommuting, domestic violence, respectful workplace, and paid parental leave.
<https://dhr.idaho.gov/statutes-rules-and-policies/>

B. Leave

1. All employees must record their work hours and make leave requests in I-Time.
2. Overtime work and work on recognized holidays are not generally required and should not be incurred without the advance written approval of the IPCSC Director.
3. Please notify the IPCSC Director of unexpected time off (i.e., sick day) via text message or phone call as soon as possible.
4. State-Recognized Holidays Observed by the IPCSC, including New Year's Day, Human Rights Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving, and Christmas Day.

C. Compensation

1. The IPCSC shall comply with the Division of Human Resource's statewide policy regarding employee compensation, pay increases, and bonuses.
 - a. DHR Statewide Policy Section 1: Employee Compensation
<https://dhr.idaho.gov/statutes-rules-and-policies/>
2. The IPCSC does not maintain an agency-specific shift differential plan and shall comply with the following shift differential regulations as established by the DHR:

- a. Shift differential eligibility is determined on a bi-weekly basis. Employees deemed eligible for shift differential in a particular week shall be paid that differential for all hours payable that week, including holiday pay, overtime, and leave taken.
- b. Executive employees are ineligible for shift differential compensation.
- c. Eligibility for Regular Work Schedules. An employee who has fifty percent (50%) or more of assigned hours in a workweek occurring between 6:00 p.m. and 7:00 a.m. is eligible to earn shift differential for the entire week. Leave hours taken shall be regarded as having been assigned during the same hours that the employee would normally have worked.
- d. Eligibility for Irregular Work Schedules. An employee whose primary responsibility is to work in place of an absent employee and whose assigned schedule varies from nights, days, and swing shall be eligible for shift differential compensation for all hours worked.
- e. Differential Amount. Shift differential compensation shall be paid to eligible employees at a rate of five percent (5%).

Section XIII - Finance

A. Budget Management

1. Budget Setting

- a. The IPCSC will establish a budget plan for each fiscal year at least 14 months prior to the start of the fiscal year to which the budget refers.
- b. The ~~Commission~~IPCSC-approved budget plan will be submitted to the State Board of Education at least thirteen (13) months prior to the start of the fiscal year to which the budget refers.
- c. Upon approval from The State Board of Education ~~will submit~~ the IPCSC's budget plan will be submitted as a budget request to the Division of Financial Management the August prior to the start of the fiscal year to which the budget refers.
- d. The IPCSC's budget request is considered finalized upon the completion of any final changes requested by the Division of Financial Management and no later than the October 1st prior to the start of the fiscal year to which the budget refers.
- d. The IPCSC's finalized budget requests, subject to the Governor's budget recommendations, is presented to the legislature as an appropriations bill and requires approval from the legislative branch and the executive branch of state government for enactment.

2. Budget Amendments

- a. The IPCSC shall make a final approval of an enacted budget after the close of the legislative session in which the appropriations bill was considered and prior to the beginning of the fiscal year to which the budget refers. The final approval shall address any necessary amendments. This vote establishes the IPCSC's approved budget for the fiscal year.
- a.b. The IPCSC Director retains the authority to reallocate line items within the approved budget, and in accordance with the Division of Financial Management, Division of Purchasing, and Board of Examiner's policies and procedures, providing that the change does not increase the total approved expenditures. In such a case, the change will be presented to the IPCSC's Finance Committee at its next scheduled meeting.
- b.c. Should an unplanned expenditure arise that requires funds in excess of the ~~Commission~~IPCSC-approved total expenditures, and the total

additional draw on the ~~Commission~~IPCSC's ~~re-appropriated~~ dedicated fund is less than \$10,000 over the course of the fiscal year, the IPCSC's Finance Committee may approve the expenditure. In such a case, the amended budget will be presented to the ~~Commission~~IPCSC at the next regularly scheduled meeting.

~~e.d.~~ Should an unplanned expenditure arise that requires funds in excess of the ~~Commission~~IPCSC-approved total expenditures, and the total additional draw ~~on the IPCSC's re-appropriated dedicated fund~~ is greater than \$10,000 over the course of the fiscal year, the budget amendment must be approved by the ~~Commission~~IPCSC prior to the expenditure.

~~d.e.~~ Should the IPCSC Director determine that supplemental funding must be requested from the Legislature, the ~~Commission~~IPCSC must approve the request and the State Board of Education must be notified prior to the request being made.

B. Purchasing

1. The IPCSC is subject to the applicable policies and procedures of Idaho's Division of Purchasing and Board of Examiners. Division of Purchasing and Board of Examiner's policies take precedence in the case of any conflict with IPCSC policy.

a. Division of purchasing policy: <https://purchasing.idaho.gov/governing-laws-and-policies/>

b. Board of examiner's policy: <https://www.sco.idaho.gov/LivePages/policies-menu.aspx>

2. Requesting a Purchase

~~a.~~ IPCSC employees who are authorized to make purchases for work must comply with the IPCSC purchasing procedures at all times.

~~a.b.~~ All purchases must be requested via a requisition form and authorized by signature of the IPCSC Financial Program Manager and the IPCSC Director prior to the obligation of funds.

~~b.c.~~ Any employee who makes a purchase without pre-approval does so at his/her own risk.

~~e.d.~~ The IPCSC may deny payment or reimbursement of any purchase that did not receive prior written approval.

3. Accounts Payable

- a. Payments will only be issued ~~made-only-based~~ on an ~~authorized-approved~~ purchase requisition, travel authorization, memorandum of understanding (MOU), ~~and-or~~ fully executed contracts.
 - b. The IPCSC Financial Program Manager will ~~issues~~ all payments unless the approved request specifically states that purchase will be made ~~by another employee~~ via P-Card or employee reimbursement.
 - c. The IPCSC Financial Program Manager will reconcile all employee P-Card statements against any invoices, and approve purchase requisitions on at least a monthly basis.
4. Accounts ReceivableReceipt of Goods and Services
- a. The IPCSC Financial Program Manager maintains responsibility for the receipt of all supplies and orders of tangible goods, and will confirm that all purchased items are received prior to releasing the supplies or goods for use by IPCSC employees.
 - a.b. The IPCSC Financial Program manager maintains responsibility for the acquisition, contracting, completion, and payment of services rendered on behalf of the IPCSC.
 - b.c. Documentation of receipt of goods or services will be maintained as a record. The IPCSC Financial Program Manager will ~~notify-rectify any product or service issues with~~ the vendor or service provider~~of any incorrect, missing, or damaged items and will manage any necessary returns.~~
5. Procurement
- a. The IPCSC is subject to the Idaho Division of Purchasing's procurement policies and procedures.
 - i. Idaho Division of Purchasing Policies:
<https://purchasing.idaho.gov/governing-laws-and-policies/>
 - b. All purchases of property and services not available on statewide contracts and over \$10,000 require a minimum of three (3) competitive solicitations from vendors with a significant Idaho economic presence and require, when possible, the anticipated acquisition to be publicly posted. These solicitations can be written, oral, electronic, telephonic, or facsimile.
 - c. Purchases over \$100,000 generally require a formal Invitation to Bid or Request for Proposal and are processed through the Division of

Purchasing. Purchases of property that cost less than \$10,000 do not require the solicitation of bids but should follow good business practice and be in the best interest of the state.

- d. Professional, consultant, and information technology services that cost \$100,000 or less and not exceeding one (1) year may be acquired without competitive bidding in accordance with good business practice and in the best interests of the state.
- e. Statewide Contracts are for items or services that are used by the majority of state agencies. They include such items as paper, office supplies, photocopiers, furniture, and information technology (computers, telephones, and programming services). Statewide contracts are available on the Idaho purchasing web site. Most statewide contracts are mandatory use, meaning that they must be used by agencies purchasing the specific product or service.

Recurring Payments

~~Payments that recur on a regular schedule do not need a purchase requisition for each payment. At the beginning of each fiscal year, a purchase requisition will be prepared describing the payments and schedule. Should a service for which a recurring payment exists be cancelled, the IPCSC Financial Program Manager must be notified.~~

6. Contract/Memorandum of Understanding (MOU)

- a. Contracts or MOUs must be approved by the IPCSC Director prior to obtaining any required signatures. The IPCSC Financial Program Manager maintains the responsibility to carry out the financial obligations of any IPCSC vendor contract or MOU. ~~Should a contract or MOU be terminated, the IPCSC Financial Program Manager must be notified.~~

7. Meals and Refreshment Purchases

- a. Refreshments may be purchased for a meeting sponsored by the IPCSC only if the meeting is for business purposes, the meeting is mandatory, has a duration of three (3) hours or more, and there are five (5) or more attendees.
- b. The cost for refreshments cannot exceed the partial day per diem allowance for breakfast as established by the State Board of Examiners, including tips, gratuities, services fee, or any other fee added by the vendor.

- c. Meals may be purchased for a meeting sponsored by the IPCSC only if the meeting is for business purposes, the meeting is mandatory, the meeting has a duration of six (6) hours or more, and there are five (5) or more attendees. The cost per attendee cannot exceed the partial day per diem allowance for the period of the meal (i.e. breakfast, lunch, or dinner) as established by the State Board of Examiners, including tips, gratuities, service fees, or any other fee added by the vendor.
- ~~d. Location or scheduling conflicts are not sufficient grounds for a meal recess. Routine employee meetings, staff meetings, and social gatherings do not qualify for refreshment or meal costs.~~

C. Cash Receipt

- 1. The IPCSC is subject to the Fiscal Policies established by State Controller's Office (SCO).
 - a. SCO Fiscal Policies: <https://www.sco.idaho.gov/LivePages/fiscal-policies-credit-collections-and-bad-debts.aspx>
- 2. [The IPCSC Financial Program Manager maintains the responsibility over the receipts of any money directed to the IPCSC and shall enforce the cash-handling procedures as outlined in policy and procedure as outlined below: IPCSC Staff shall follow the receipt of authorizer fee administrative procedures as outlined below:](#)
 - a. Payments will be accepted by mail service only.
 - b. All documents in each parcel received will be scanned to the appropriate folder and logged by [designated](#) office support personnel.
 - c. The Financial Program Manager will verify the documents received against the log prior to processing the payment.
 - d. If payment is incorrect or receipts justifying a discount are not present, the [Financial Program](#) Manager will ~~inform~~ resolve the issue with the [vendor, contractor, agency, or charter school.school's business manager](#).
 - ~~e. All payments must be processed within 48 hours of receipt.~~

E. Travel

- ~~1. IPCSC employees who travel for work must comply with the IPCSC travel procedures at all times.~~
- ~~1.2.~~ The IPCSC is subject to the policies and procedures of Idaho's Division of Purchasing Board of Examiners. Division of Purchasing and Board of Examiner's policies take precedence in the case of any conflict with IPCSC policy.
 - a. Division of purchasing policy: <https://purchasing.idaho.gov/governing-laws-and-policies/>

- b. Board of examiner's policy: <https://www.sco.idaho.gov/LivePages/policies-menu.aspx>

2.3. Travel Eligibility

- a. IPCSC employees and commissioners may be required to travel in and out of the state of Idaho for business-related purposes such as school site visits or conferences. Employee and commissioner travel must be requested via a travel authorization form and authorized by signature of the IPCSC Financial Program Manager and the IPCSC Director prior to the obligation of funds.
- ~~b. Travel reimbursements may only be made if the travel is specifically identified in an executed contract or MOU. In such cases, a travel authorization form must be submitted no more than sixty (60) calendar days prior to costs being incurred.~~

3.4. Travelers with Disabilities

- a. Employees with disabilities are allowed payments of certain additional travel expenses to accommodate their disabilities such as, but not limited to, subsistence and transportation of an attendant when the employee requires assistance, cost of specialized transportation, or increased cost of specialized services for public carriers or special baggage handling.

4.5. Economic Travel

- a. All travel must be accomplished in the most economical and practical manner overall, taking into account time, expense and office responsibilities, as well as safety.

5.6. Changes and Cancellations

- a. Changes or cancellations may be made due to circumstances outside of the traveler's control, such as changes to a conference schedule, emergency situations, or if the needs of the IPCSC office require a change.
- b. In such cases, the IPCSC Director must be notified as soon as possible. The IPCSC will only incur the additional cost of such changes upon the approval of the IPCSC Director.

6.7. Lodging

- a. Whenever possible, lodging will be secured in a hotel with a direct bill option. If a direct bill option is not available, the standard government room rate will be payable by P-Card at the time the room is reserved.

- b. Ancillary lodging costs, such as room service, are not reimbursable.

7.8. Air Travel

- a. Airfare should be purchased at the earliest opportunity and may be purchased via P-Card as soon as the travel requisition is approved.
- b. The cost for commercial airfare shall be limited to the lowest available class of passage rate, such as “coach” or similar classification that allows for carry-on luggage.
- c. Airfare at other classes and seat selection or other upgrade fees are not allowed unless emergency circumstances can be documented. In such cases, the IPCSC Director must be notified as soon as possible. The IPCSC will only incur the additional cost upon the approval of the IPCSC Director.
- d. Baggage fees charged by commercial airlines are allowable and are not to exceed one checked bag and one carry-on bag per departure unless additional baggage costs are necessary and approved in advance.

8.9. Rental Car

- a. Whenever possible, rental cars will be secured with a direct bill option. Employees will determine when a rental car is more cost efficient than use of a personal vehicle. Arrangements will be made by the IPCSC Administrative Assistant.

9.10. Mileage

- a. Should travel by privately-owned vehicle be approved as part of the travel requisition, the state of Idaho mileage rate (subject to change by the State Board of Examiners) is reimbursable.
- b. Mileage for approved travel is reimbursed round-trip from either the employee’s home or the office, whichever is a shorter distance from the work site. ~~and t~~The most direct and/or efficient route shall be documented as part of the requisition.
- c. Any privately-owned vehicle used for state business must have current liability insurance.

10.11. Parking

- a. Reasonable parking costs may be paid via P-Card or a reimbursement request may be submitted. Parking costs are allowable for the duration of IPCSC related business only. A receipt is required.

11.12. Public Transportation

- a. Reasonable charges for ground transportation costs necessary to conduct IPCSC business, such as taxis or public transit to and from the airport, are allowable.
- b. Payment may be made via P-card or a reimbursement request may be submitted.
- c. Receipts are required when possible.
- d. Tips must be paid out of Per Diem allowances, not via P-Card.

12.13. Per Diem

- a. Per Diem, issued as a reimbursement, is expected to cover meals, gratuities, and tips. The Board of Examiners establishes the maximum reimbursable allowance. Per Diem is requested as part of the travel authorization form, and is based upon a daily rate, prorated for partial days.
- b. Partial days consider the time of day the traveler left from or returned to their home. Upon completion of the travel, the approved per diem is paid directly to the traveler. Receipts are not required.
- ~~e. Per diem rates are established by the State Controller's office annually. Currently the maximum reimbursable rate is \$49.00 per day. In-state partial-day per diem rates: Breakfast \$12.25 (Depart home station 7:00 am or before); Lunch \$17.15 (Depart 11:00 am or before, return 2:00 pm or after); Dinner \$26.95 (Depart before 5:00 pm, return after 7:00 pm)~~
- ~~d.c.~~ Out-of-state per diem rates are aligned to federal rates as published by the [U.S. General Services Administration](#). Partial-day reimbursement will be based on the same percentages allowed for in-state travel.

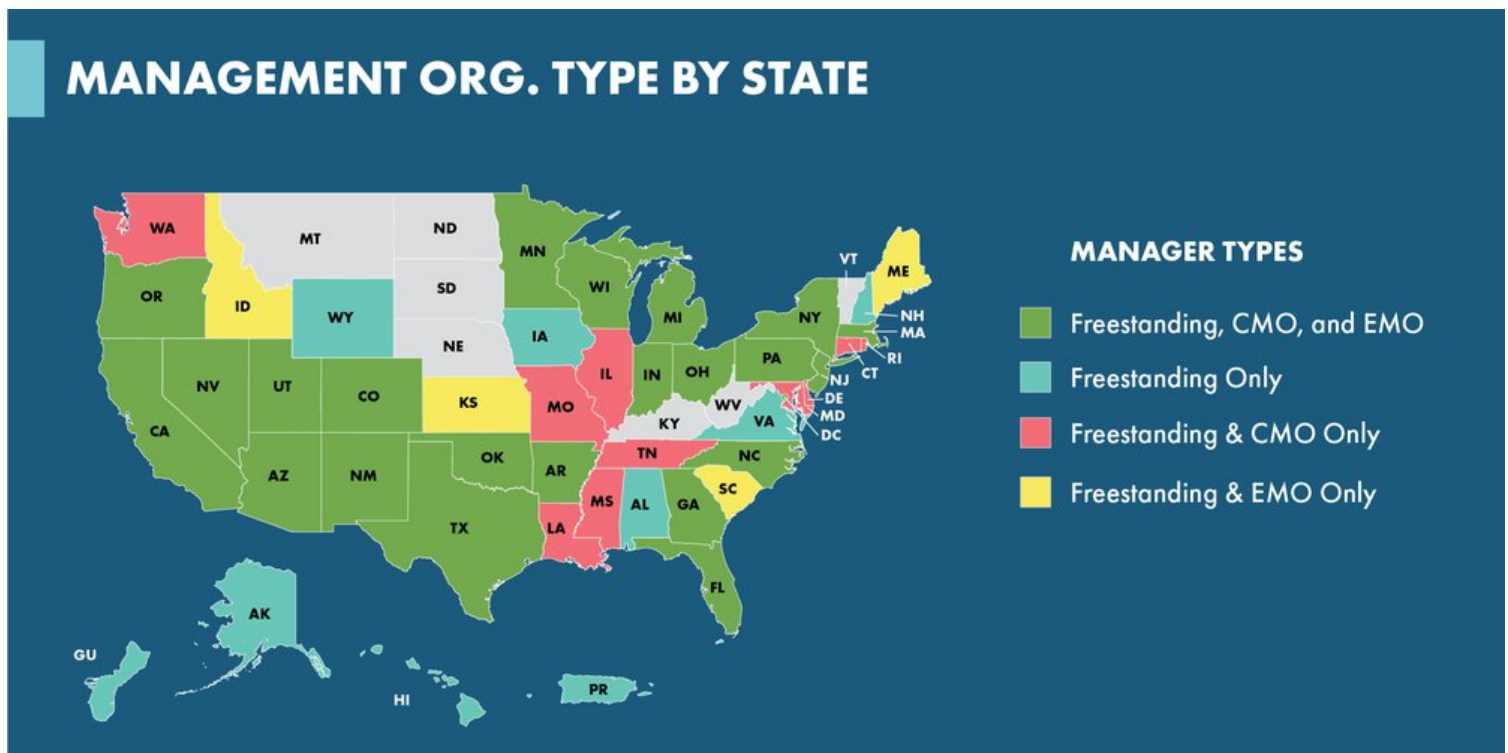
13.14. Expenses Not Allowable

- a. The following expenses are not eligible for reimbursement:
 - i. Expenses of a personal nature incurred for the convenience of the traveler including travel by indirect routes, stop-overs for personal reasons, or leaving early or returning late.
 - ii. Expenses for regular travel between home and office or travel for purposes unrelated to IPCSC business.

- iii. Expenses for meals if the meal is provided as part of a training session or meeting.
- iv. Expenses incurred at a hotel beyond the pre-arranged room cost, such as room service.
- v. Expenses for airline convenience, such as purchased snacks or movies.
- vi. Entertainment costs are not allowable.

5. WHO MANAGES CHARTER SCHOOLS?

Written By: Jamison White & Yueting (Cynthia) Xu
February 09, 2022 | Updated: Feb. 10, 2022, 10:38 a.m.



Note: Data comes from 2019-20 and depicts the management organization types present in the state at that time. This map does not depict all the management types permitted under state law. Montana, North Dakota, South Dakota, Nebraska, Kentucky, West Virginia, and Vermont did not have any charter schools in the 2019-20 school year. View a state-by-state analysis here: <https://data.publiccharters.org/state/>.

Most charter schools (61.8%) are freestanding, meaning they manage school operations themselves. The remaining 38.2% of charter schools contract with external organizations for management-related services. These management organizations help schools with a variety of tasks and operations, including but not limited to staffing, curriculum, services for students with disabilities, facilities, and back-office support. Management structures and the relationships these external partners have with their schools vary considerably. In some cases, the management organizations provide limited services; in other cases, they may provide nearly all management-related services and directly hire educational staff.

The National Alliance considers an organization to be a management organization if it: (1) manages at least three schools, (2) serves a minimum of 300 students, and (3) is a business entity separate from the schools it manages. The two management organizations are charter management organizations (CMOs) and education management organizat

(EMOs). **CMOs account for 29.1% of charter schools nationwide, while EMOs manage 9.1% of charter schools.**



CMOs are for-profit organizations. Schools working with these organizations often appear as unified networks with similar missions, educational models, and curriculum. However, this is not always the case, and some CMOs may operate differently. In 2019-20 school year, CMOs managed 29.1% of all charter schools.

EMOs are management organizations with a for-profit tax status, although it is incorrect to label the schools that contract with them as “for-profit.” Both charter schools and traditional districts contract with EMOs. A charter school governing board that wants to partner with an EMO for a new school may apply to an authorizer for a charter. If the authorizer approves the application, the board enters into a contract with the for-profit company to manage or provide other services for the school. Many EMOs serve as vendors for specific management-related services, such as back-office support, hosting web platforms, or staffing assistance. The charter school governing board may fire the EMO at any time and still retain the charter. Seven of the 47 places (including states, territories, and D.C.) with charter school laws partially or fully prohibit charter school governing boards from partnering with EMOs in any capacity. EMOs are also prohibited from receiving federal Charter Schools Program funds. One company, Academica, manages 20% of these schools, making it the largest EMO operator by a significant margin.

TABLE 5.1: CHARTER MANAGEMENT ORGANIZATION SHARE 2019-20

Management Type	2019-20 Schools and Campuses	School Share	2019-20 Enrollment	Enrollment Share
CMO	2,236	29.1%	1,033,517	29.9%
EMO	702	9.1%	446,518	12.9%
Freestanding	4,758	61.8%	1,971,335	57.1%

Overall, CMOs tend to be smaller organizations than EMOs. Proportionally more CMOs operate five or fewer schools (55.5%) than EMOs that operate five or fewer schools (47.5%). Very large organizations are more prevalent among EMOs. Approximately 17.5% of EMOs manage 26 or more charter schools, whereas only 5.5% of CMOs operate 26 or more charter schools.

TABLE 5.2: COUNTS OF MANAGEMENT ORGANIZATIONS BY NUMBER OF SCHOOLS THEY MANAGE

Management Type	3-5 Charter Schools	6-15 Charter Schools	16-25 Charter Schools	26+ Charter Schools
CMO	132	76	17	13
EMO	19	11	3	7

Across all locale types, freestanding charter schools are the most common, followed by CMO-managed schools, and finally by EMO-managed schools. The majority of CMO-managed and freestanding charter schools operate in urban areas, while EMO-managed schools serve suburban and urban communities more or less equally. Towns and rural areas held the smallest share of schools for each management type. CMOs and EMOs continue to operate mainly in suburban and urban communities, with neither serving more than 15% of rural or town schools.

TABLE 5.3: LOCALE BY MANAGEMENT TYPE SCHOOL SHARE

Locale	CMO School and Campus Share	EMO School and Campus Share	Freestanding School and Campus Share
Rural	12%	7%	81%
Suburban	25%	15%	60%
Town	11%	3%	86%


Locale	CMO School and Campus Share	EMO School and Campus Share	Freestanding School and Campus Share
 BASIS CHARTER SCHOOLS	36%	7%	57%

TABLE 5.4: MANAGEMENT TYPE BY LOCALE SCHOOL SHARE

Management Type	Rural School and Campus Share	Suburban School and Campus Share	Town School and Campus Share	Urban School and Campus Share
CMO	4.5%	21.9%	2.0%	71.5%
EMO	8.5%	42.8%	2.1%	46.6%
Freestanding	14.4%	24.9%	7.5%	53.3%

Overall, the 20 organizations listed in the tables below support schools that enroll 20.9% of all charter school students nationwide. The top 10 largest CMOs manage schools that enroll 9.6% of students, and the top 10 largest EMOs manage schools that enroll 11.3% of students. A total of 238 CMOs and 40 EMOs served charter schools in 2019-20. Student enrollment is highly concentrated among only a handful of EMOs. The top 10 EMOs listed below account for 87.1% of all charter students enrolled at schools managed by EMOs. For CMOs, that number is 32.1%.

As of the most recent school year, the KIPP Foundation is the largest CMO in the United States, and Academica is the largest EMO. Each organization supports schools that enroll more than 85,000 students.

TABLE 5.5: TOP 10 CMOS BY ENROLLMENT, 2018-19

Management Organization	Schools and Campuses	Students
BASIS Charter Schools	27	19,421
Great Hearts Academies	29	20,769
Harmony Public Schools	59	35,035
IDEA Public Schools	86	46,884
Imagine Schools	57	29,992
International American Education Federation Inc DBA International Leadership of Texas	32	19,359
KIPP Foundation	199	101,135
Legacy Traditional Schools	16	19,640
Uncommon Schools	38	19,788
Uplift Education	37	19,583

TABLE 5.6: TOP 10 EMOS BY ENROLLMENT

Management Organization	Schools and Campuses	Students
Academica	146	86,577
ACCEL Schools	33	11,065
Benjamin Franklin Charter School	20	10,824
Charter School Associates, Inc.	18	11,478
Charter Schools USA	70	64,354
Connections Academy	28	57,264
K12, Inc.	45	64,086
Mavericks in Education, LLC	25	10,628
National Heritage Academies	84	57,824
The Leona Group, L.L.C.	47	66,795



Related Datasets

- [CMO Enrollment, School and Campus Count](#)
- [EMO Enrollment, School and Campus Count](#)

CMOs support schools that enroll the highest share of Black and Hispanic students across management types, as well as the highest proportion of students of color overall. Black students make up more than 20% of the student population managed by all three management types, and Hispanic students make up more than 30% of students across all three management types.

TABLE 5.7: STUDENT DEMOGRAPHICS BY MANAGEMENT TYPE

Management Type	Asian	Black	Hispanic	White	Other
CMO	4.1%	29.9%	45.0%	17.0%	4.0%
EMO	2.8%	24.5%	32.3%	34.7%	5.7%
Freestanding	4.5%	22.4%	30.8%	36.2%	6.1%

Related Datasets

- [CMOs by Demographics Across Time](#)
- [EMOs by Demographics Across Time](#)
- [Freestanding by Demographics Across Time](#)

Note: For all analyses looking at locales, known virtual schools were excluded. Learn more about our methodology [here](#).

About the Authors



Jamison White

Sr. Manager, Data and Research

Before joining the National Alliance in 2017, Jamison worked as a financial and small-business consultant in Pittsburgh, Boston, and the greater New York area. Jamison studied at Carnegie Mellon University and Philipps-Universität Marburg, Germany. He is a part of a founding group for a classical charter school in Washington, DC. In his free time, Jamison researches school curricula, pedagogies, and charter school models.



Yueting (Cynthia) Xu

Coordinator, Data and Research

Yueting (Cynthia) worked as an ESL teacher and education consultant in Philadelphia prior to joining the research team at the National Alliance. During her undergraduate years at Sun Yat-sen University, she studied English language & literature and Economics, served as a research fellow in the university writing center, and conducted research on educational opportunities for underserved youth. She received her master's degree from University of Pennsylvania with dual majors in ESL education and statistical measurement & research.



800 Connecticut Ave NW, Suite 300
Washington, D.C. 20006
(202) 289-2700

DATA DIGEST

[HOME](#)

[KNOWLEDGE BASE](#)

[TABLES AND FIGURES](#)

[STATES](#)

[SEARCH](#)

RESOURCES

[ASK A QUESTION](#)

[NAPCS HOME](#)

[RESEARCH AND DATA](#)

[MODEL LAW RANKINGS](#)

[PUBLICATIONS](#)

CONNECT

[CONTACT](#)

[SUBSCRIBE](#)

[DONATE](#)

Copyright 2022
National Alliance of Public Charter Schools

Types of Vendors

Category of Service	Single-Service Vendor Examples	Multi-Service Vendor Examples	Full-Service Vendor Examples
Back Office	Payroll Processing (Paychex) Accounting Tools (2M)	Package may include: accounting, payroll, taxes, monthly financial reports, facilities and financing advising, limited HR and state reporting. (Red Apple Financial or EdTec)	vendor may outsource to several multi-service or single-service vendors, or may provide in-house developed services. (Stride, Connections, Academica)
Front Office	Student Info. System (PowerSchool) Equitable Selection (SchoolMint) Dismissal Management (SchoolPass)	Package may include: Marketing and recruitment (student and teacher) enrollment and registration processing, volunteer coordination,	<p>Most of the following services provided:</p> <ul style="list-style-type: none"> - All back office services - All front office services - All governance services - All training and curriculum services - Information Technology - Coordination of special education services - Full HR, including hiring and employee management <p>Often:</p> <ul style="list-style-type: none"> - IT tools are proprietary, such as the student information system or the learning management system.
Governance	Document Management (OnBoard)	Package may include: document management, access to trainings or training materials, consultation services, clerk services. policy templates (Board OnTrack)	
Training and Curriculum	Science Experiment Kits (FOSS) Program Implementation Training (Singapore Math)	<p>Network of Schools (EL Education or the International Montessori Council)</p> <p>Package may include: philosophy, mission and vision; professional development; curriculum; consulting; or program accreditation.</p>	
Other Operations	Contracted individuals for SpEd Services (Psychology/ Speech) Facility Maintenance (snow removal)	<p>IT Management (West Valley Tech Services) – tech purchasing, repairs, network and firewall management, etc.</p> <p>SpEd Services (Advocates for Inclusion)</p> <ul style="list-style-type: none"> - Variety of specialists to provide services as needed and to participate in Individual Education Plan (IEP) meetings 	
Board's Role	Board selects services and tools at an individual level.	Board selects vendors to address needs by category. Vendors independently select tools and resources needed to provide service.	

Questions to Consider

FACTS – There is no black and white.

- A school board may select services in any combination.
- Single-service, multi-service, and full-service vendors may be non-profit or for profit, and they may be ESPs, EMOs, or CMOs.
- Idaho Code does not allow a charter to be granted to a school operated by a for-profit services provider. Idaho Code does not provide a clear definition of “operated by”. The IPCSC must use its discretion, and staff advises erring on the side of caution.
- Idaho Code does not allow a governing board to delegate governance.
- Idaho Code does not allow a governing board director of a charter school to have any financial interest in the school (While this is allowable on a traditional district board if properly disclosed, it is expressly disallowed for charter school board directors).
- Charter schools, as government entities, are subject to purchasing laws (i.e. public procurement procedures).

QUESTIONS - The following questions can help support data-driven decision making when evaluating new charter school petitions.

1. Are public dollars being used appropriately?
 - a. Do the required sample contracts state the services to be provided? Are the costs for those services realistic?
 - b. Does the proposal allow for the proper bidding procedures? Is selection of vendors taking place outside of the public process?
 - c. What is the return on investment? Does it appear likely that the model will result in achievement outcomes that meet the IPCSC’s standards?
2. Is there sufficient transparency?
 - a. Can you follow the money from taxpayer to end product?
 - b. Do real or potential conflicts of interest appear to be properly disclosed?
 - c. Could an average member of the public ascertain these answers?
3. Does the board have capacity to govern?
 - a. Do the bylaws provide for sufficient term lengths for institutional memory to develop and for individuals to dig deep?
 - b. Do board directors represent a breadth of skills relevant to charter governance?
4. Is there integrity of local control?
 - a. Are board directors engaged? Doing due diligence in financial or operational matters? Preparing for board meetings? Asking informed questions? Able to manage their school leader? Able to answer governance related questions?
 - b. Who is leading the board meetings?

VI. CONSIDERATION OF NEW CHARTER SCHOOL PETITIONS

SUBJECT

New Charter School Petition Pinecrest Academy of Lewiston.

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-5205

IDAPA 08.02.04

BACKGROUND

As a state of Idaho “Authorized Chartering Entity”, The IPCSC may approve, conditionally approve, or deny new charter school petitions. Petitions are evaluated as defined in Idaho Code and Administrative Rule.

The Pinecrest Academy of Lewiston new charter school petition was initially received on September 8, 2022. An initial petition evaluation report was issued to the school by the IPCSC staff on September 30, 2022, and final revisions were submitted by the petitioners to the IPCSC on November 7th.

DISCUSSION

Please see the Petition Evaluation Report included in these materials for a full evaluation of the petition with respect to the IPCSC’s established Standard of Quality.

SPEAKER

Anna Wilson, Board Chair

Dave Litster, Executive Director, Academica Idaho

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 and the school will begin serving students in August of 2023.

If the IPCSC denies the petition, the petitioners could reapply after a 90-day waiting period, appeal to the State Superintendent of Public Instruction, or proceed no further.

STAFF COMMENTS AND RECOMMENDATIONS

Director Thompson recommends that the IPCSC approve the petition as presented.

However, staff expresses concern about the lack of clarity around the terms of a likely start-up loan and ongoing fee waiver agreements. The governing board must remain fully engaged in its role as stewards of public dollars.

COMMISSION ACTION

1. A motion to approve the new charter school petition for Pinecrest Academy of Lewiston as presented; OR
2. A motion to approve the new charter school petition for Pinecrest Academy of Lewiston with the following conditions: [state conditions and due dates]; OR
3. A motion to deny the new charter school petition for Pinecrest Academy of Lewiston on the following grounds: [state reasons for denial].



Petition Evaluation Report
Pinecrest Academy of Lewiston
November 23rd, 2022

Idaho Public Charter School Commission

514 W. Jefferson St. Suite 303

Boise, Idaho 83702

Phone: (208)332-1561

pcsc@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

November 23rd, 2022

Petition Review Summary

Pinecrest Academy of Lewiston (PAL) is a proposed K-8 college and career readiness model school to be located in Lewiston. If a charter is granted, the school would open in August of 2023. The school anticipates enrolling 300 students in grades K-5 during the first year of operations, and expanding to 510 students in grades K-8 at full capacity. The proposed model has produced positive academic results in other states with similar demographics.

The governing board intends to partner with an Educational Management Organization (EMO), Academica, for back-office services, such as finance, reporting, and HR. The school will also partner with and become an affiliate of the Pinecrest Academy network of schools (e.g., Nevada, Florida, Idaho, etc.) for curriculum and instruction support, professional development, and marketing. The details of the proposed arrangements are included in draft contracts in the Appendices.

The school has identified a facility for the first year or two of operations, after which it will attempt to move to a newly constructed facility.

Recommendation: While the petition does not fully meet Standard of Quality II.1.B, due to insufficient documentation of financial plans, the Director of the IPCSC recommends approval of the petition.

Summary of Section Ratings

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

Section I: Educational Program

MEETS STANDARD

Comments

The petition proposes a STEAM model with a college and career readiness focus. Selected curriculum includes Everyday Math, i-Ready, SpringBoard, and Houghton Mifflin ScienceFusion, among others, and also incorporates additional supplemental materials. The petition includes data evidencing the high performance of this model in similar schools, including eleven Pinecrest academy schools operating in Nevada and one that opened in Twin Falls, Idaho in 2020.

It seems likely this school can produce academic outcomes that meet IPCSC standards as defined in the Performance Framework.

The data presented on page 61 shows growth data for Nevada schools. Please note that growth is calculated differently in Idaho. Local assessment data is not included in the petition because the reportable data is “blurred” and limited to two data points; however, Pinecrest Academy of Idaho has Met Standard on the IPCSC’s academic framework measures for both of its operational years (FY21, FY22).

Strengths:

- The proposed educational program uses established curricula and support materials that fit the model.
- Although Idaho performance data was not included in this petition, Idaho schools associated with Academics performed strongly in academic measures.
- The “Data Day” practice of focusing professional learning communities on student data analysis, a practice implemented in Pinecrest models, is a recognized best practice.

Concerns:

- No significant concerns.

Section II: Financial and Facilities Plan

APPROACHES STANDARD

Comments

The petition plans to pursue an existing facility in Lewiston for the first two years of operations, and build a new facility at some point in the first performance certificate term. The proposed EMO will provide back office services, including accounting and payroll, and will assist the school with securing facility financing.

The school's pre-operating costs will be funded by a loan from Academica. The furniture, fixtures, and equipment necessary to begin serving students on day one will be purchased by Academica and leased back to the school on a four-year lease to own contract through Vectra Bank (page 198).

Overall, the school appears to be dependent on a start up loan from the EMO as well as periodic instances of debt deferment or fee forgiveness in order to operate during the school's early years. While a charter school incurring debt to get off the ground is not uncommon, the lack of clarity regarding the terms of these funding mechanisms is concerning.

The governing board is reminded of its duty to protect taxpayer interests and to ensure any contract for management services is reviewed by independently secured legal counsel (not counsel recommended by the EMO) prior to signing.

Strengths:

- Marketing costs range from 10,000 in the narrative to 15,000 in the budget (page 110). The description of marketing efforts is clear and consistent and the costs are generally reasonable for start-up operations.
- A purchase requisition system is proposed that appears to provide a system of checks and balances which will require either governing board or administrator

(the board's direct employee) to pre-approve any payments prior to release of funds by the EMO. (page 71).

- Support units (revenues) are easy to understand and appear to be accurately calculated based on the corrected enrollment projections for years 1-3 (page 104).
- A clear and comprehensive fee schedule for Academica's professional management services is provided on page 114.

Concerns:

General Concerns

- Academica is compensated based upon the number of students enrolled (page 114), while also providing reporting services (see Section 3 of the sample contract on page 219). This appears to be a conflict of interest. While the petition notes that the EMO does not believe this to be a conflict of interest, and there is no evidence that this EMO has engaged in poor practices in the past, the proposed structure may create the circumstances under which enrollment inflation could take place. The governing board may wish to consider stronger internal control policies to ensure no mistakes are made, as the board would bear the responsibility for any such mistakes.
- Section 5.d of the EMO sample contract (page 226) allows the school to incur costs that will be deferred to future years. This practice could put the school in a position to not meet IPCSC financial standards, thereby jeopardizing the school's contract renewal. A contract that allows for open-ended accrual of deferred debt stands in contrast to the IPCSC's expectation that a school's regular operating costs in any given year do not exceed the revenue generated in that year.

Pre-operational finances

- A pre-operational loan from Academica will be necessary. A loan for \$25,000 is included in the budget on page 105. It does not appear that documentation of the terms of this loan is included in the petition. The loan covers marketing costs (\$15K) and Academic travel costs (\$10K). The narrative and budget assumptions both note an interest rate of 5% over 36 months for this loan. However, the budget template does not reflect that the loan will be paid in full at the end of three years, but that only a balloon payment of \$12K is due at that time and an outstanding balance will remain. See section 9 of the budget template (page 117).
- A clear picture of FFE purchases to be included in the lease are described on pages 200 and 201. Page 202 includes costs for these purchases, but dollar amounts are erroneously redacted. Please note that costs of purchases with public dollars are not redactable and must be posted in full on the school's

website, in compliance with school transparency of purchasing laws, and upon request.

Operational Budget

- The operational budget (page 113) notes that Academica has recently decided to not collect management fees from either of its Idaho schools as the school's cannot afford to make the payments at this time. It seems likely that PAL would also be reliant on either a deferral or waiver of fees. As neither situation is clearly defined in the contract, the decision appears to be left to the EMO. The board may be considering a purchase of services beyond its means.
- All costs incurred by the school must be accounted for by revenue received in the year they are accrued. The budget appears to assume that approximately \$150,000 will be forgiven by Academica in the first three years of operations. This would put the school in a financially perilous situation should the costs not be waived by Academica. This practice would put the school in danger of not meeting the Debt Service Coverage Ratio and Default sections of the Financial Measures of the ISPCS Performance Framework, thereby jeopardizing contract renewal.
- The revised budget anticipates transportation funds that may not be reimbursed from the state in year one. This impacts the cash flow outlay and how/when funds may actually be received by the school. Rather than evaluate what costs may need to be cut in order for the school to remain in the black for the entirety of year one, it appears that additional funds were added to the revenue. Unfortunately, as the timing of the release of these funds is reflected incorrectly, and the amount of funds also appears incorrect, the cash flow may not reflect an accurate picture.

Section III: Board Capacity and Governance Structure

MEETS STANDARD

Comments

The board of directors is comprised of five members, with backgrounds in education, law, business, state legislature, and ministry. The board will serve staggered, five-year terms, and no board member may serve more than two terms.

The petition states that the Pinecrest network was responsible for assembling the “Committee to Form” out of a desire to expand the network in Idaho (page 94).

A governance capacity interview was conducted on October 20th. A summary of that discussion is included in this report.

Strengths:

- The board has directors with varied experiences that will help inform decisions in different situations the board may encounter.
- Board directors are contributing members to the local community.
- The governing board has engaged in vetting both the Academics EMO and the Pinecrest network of schools. Board directors have visited operating schools, spoken with other school board directors, and researched performance data.
- Governing board directors engaged in discussion during the interview, had acted to evaluate the EMO’s performance, and each director was knowledgeable about the content of the petition document.

Concerns:

- No significant concerns.

Governance Capacity Interview Summary

Interview Date: October 20th, 2022

Present: Anna Wilson, Royal Toy, Paul O. Merrill, Mike Kingsley, Nathan Hercula

IPCSC Staff Present: Jenn Thompson, Jared Dawson

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.

Each board director shared that they are interested in bringing school choice to Lewiston and each appears engaged in the petitioning process.

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

The group has engaged in open meeting law training provided through Pinecrest at board meetings, and will seek out additional training moving forward.

2. Please describe the organizational structure, the relationship with the EMO, and the roles and responsibilities of the parties.

The board understands that it is the manager of its selected vendor, the EMO. Although the board was assembled by Mr. Litster on behalf of the EMO, board directors appear to genuinely want to pursue a charter school of this model. Several board members have children that are school age and would possibly attend if approved. The EMO has helped the board to understand their roles, and that they are ultimately the party responsible for the school’s legal compliance and for meeting the IPCSC requirements. The directors are also interested in leveraging the EMO’s experience with school operations.

Board directors have vetted the EMO by conducting independent research into academic performance, visiting schools implementing the model, and visiting the EMO’s offices in Nevada.

3. As the governing board, you are required to have any contracts reviewed by an independent attorney and to conduct due diligence in selecting a company to work with. You are responsible to protect taxpayer dollars. What steps have you taken to make sure this is done?

One board director is an attorney by trade and feels confident that he can help identify areas around which the board may need official legal advice. The board is working with Chris Yorgason, but may need to hire an independent attorney, separate from the petition process initiated by the EMO, to review the contract.

4. One of our biggest concerns is that the budget notes funds necessary in the pre-op year that it doesn’t account for receiving or paying back? Can you

please discuss how the school will be able to operate financially until it opens?

Board directors stated that the pre-operational loan will cover costs until the school opens, and that the EMO has ensured the board of its intent to be flexible and not to require payment until the school is operational and stable. The flexibility will help to get the school up and running, and will be accounted for and paid back at a reasonable rate once established.

5. What are your plans for recruiting teachers, given the current teacher shortage?

Board directors acknowledged that teacher recruitment will be a challenge like almost all schools. However, they also identified that potential teachers from LCSC in Lewiston and University of Idaho in Moscow may help to fill the void and provide enough teachers to meet the school's needs.

6. What is the long-term vision for the school, in terms of facility and community involvement? What is your plan for establishing and maintaining positive relationships with the local district? It can be difficult to be the first charter in a community.

The board understands and acknowledges the difficulties that may present the school as the first charter in the area, but feels optimistic about creating and maintaining relationships in the community. Board directors are hopeful that existing partnerships (e.g., Boys and Girls Club) will help with community involvement.

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

Questions related to petition process answered.

Section IV: Student Demand and Primary Attendance Area

MEETS STANDARD

Comments

The petition proposes an enrollment of 300 students the first year, increasing to a maximum enrollment of 510 students in year five of operations.

This petition proposes the first charter school in the Lewiston community. Lewiston Independent School District had a full-term Average Daily Attendance of 4684 students for the 2021-2022 school year. This provides a yield rate of 6% for the first year, and moves up to 10% in year five. The average yield rate for Idaho communities with charter schools is 11.64%.

Strengths:

- There appears to be a sufficient number of available students in the area to meet both short- and long-term enrollment goals (page 83).

Concerns:

- The Student Demand section does not provide any direct evidence of student interest (e.g., interest survey, etc.). While the citation of the district's low test scores may evidence a need for higher academic performance in general, this does not necessarily evidence community interest or demand.

Section V: School Leadership and Management

MEETS STANDARD

Comments

The governing board (proposed charter holder) intends to purchase management and back office services from Academica Nevada, LLC., an Educational Management Organization (EMO). The governing board also intends to purchase curriculum, assessment, and instructional support from Pinecrest Academy, Inc., a Florida-based non-profit. The two organizations, the low-profit Academica and the non-profit Pinecrest Academy, are affiliated organizations.

The petition states that the board will conduct a competitive bid for EMO services after charter approval to ensure the school is compliant with Idaho's purchasing and procurement laws. The school leader is a direct employee of and reports directly to the governing board. The school leader oversees all day-to-day operations of the school.

Idaho Code 33-5203(4)(b) states: "No charter shall be approved under this chapter: (b) to a for-profit entity or any school that is operated by a for-profit entity, provided however, nothing herein shall prevent the board of directors of a public charter school from legally contracting with for-profit entities for the provision of products or services that aid in the operation of the school".

While the proposed structure does involve a school purchasing management services from a for-profit entity, the governing board appears to maintain operational control over the school in this structure.

The governing board has not yet identified a candidate for the principal position at this school. However, Academica has provided a job description and an outline of hiring procedures that appears fair and equitable.

Strengths:

- The petition provides a serviceable rubric for evaluating the EMO.
- Section 4.c of the sample contract with the EMO (page 224), regarding contract termination, appears to protect the school's right to terminate the contract.
- The petition contains 2 sample contracts between Academic Nevada, LLC., and charter schools on pages 188 (w/ Pinecrest Academy of Idaho) and 217 (Young Women's Leadership Academy of Las Vegas). Costs for services are included.

- The petition contains a draft contract between PAL and the Pinecrest Academy, Inc. on page 243. Costs for services are included.

Concerns:

- The petition appears to meet all of the standards of quality in this section. However, IPCSC staff expresses some concern that the proposed structure could become one in which a for-profit entity is effectively operating the school (which would not be allowable under Idaho law) if the governing board is not able to maintain the level of engagement it has evidence during the petitioning process.

Section VI: Virtual Schools

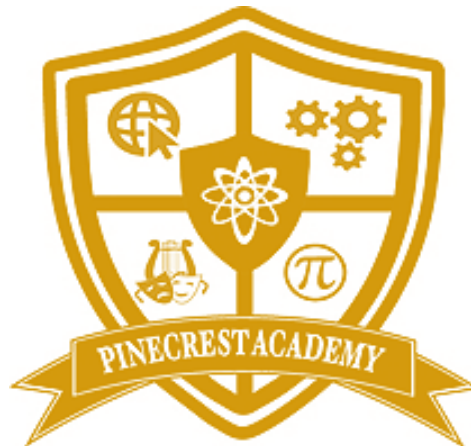
NOT APPLICABLE

Comments

This section is not applicable, as the school does not offer a virtual program.

Pinecrest Academy of Lewiston

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



PROPOSED OPENING: AUGUST 2023
LOCATION: LEWISTON INDEPENDENT
SCHOOL DISTRICT
SUBMISSION DATE: SEPTEMBER 1, 2022

ANNA WILSON

1330 POWERS AVE.

LEWISTON, ID 83501

(208)743-3000

annacwilson5@gma **n**

Table of Contents

EXECUTIVE SUMMARY	1
Mission.....	1
Vision	1
Instructional model.....	1
Organizational Structure	1
School Leadership.....	2
Student Demand & Primary Attendance Area	2
I. EDUCATIONAL PROGRAM.....	3
Educational Philosophy.....	5
Student Academic Achievement Standards	8
Key Educational Design Elements, Curricula, Tools, & Instructional Methods.....	12
Strategies for Serving Special Populations	33
Professional Development Plan	55
II. FINANCE & FACILITIES PLANS.....	58
Fiscal Philosophy and Spending Priorities.....	58
Financial Management and Monitoring Plan.....	60
Facilities Plan.....	68
III. Board Capacity & Governance Structure.....	70
Governance Structure.....	70
Board Member Qualifications.....	74
Transition Plan	76
Board Member Recruitment and Training	76
IV. STUDENT DEMAND & PRIMARY ATTENDANCE AREA.....	79
Primary Attendance Area and Community Support	79
Student Demand and Population.....	79
Enrollment Capacity.....	82
Community Partnerships and Local Support	83
Enrolling Underserved Families	85
Priority Enrollment Groups.....	86
V. School Leadership & Management	87
Leadership Team.....	92
Educational Services Provider	94
APPENDICES.....	99

APPENDICES

APPENDIX A1 – FINANCIAL SUMMARY	104
APPENDIX A2 – PRE-OPERATIONAL BUDGET	105
APPENDIX A3 – THREE-YEAR OPERATING BUDGET	<u>111</u>
APPENDIX A4 – YEAR ONE CASH FLOW PROJECTIONS	<u>118</u>
APPENDIX A5 <u>B1</u> – FACILITY OPTIONS 1	<u>119</u>
<u>APPENDIX B2 – FACILITY OPTION 2</u>	<u>126</u>
APPENDIX B <u>C1</u> – ARTICLES OF INCORPORATION & BYLAWS	<u>129</u>
<u>APPENDIX C2 – Adopted BYLAWS</u>	<u>133</u>
<u>APPENDIX C3 – Conflict of Interest Policy & Code of ethics</u>	<u>142</u>
APPENDIX C <u>D</u> – BOARD OF DIRECTORS' RESUMES	<u>146</u>
APPENDIX D <u>E1</u> – SCHOOL ADMINISTRATION & ORGANIZATION CHART	<u>155</u>
<u>APPENDIX E2 – PRINCIPAL job description</u>	<u>156</u>
<u>APPENDIX E3 – PRINCIPAL EVALUATION framework</u>	<u>158</u>
APPENDIX E <u>F1</u> – EDUCATION SERVICE PROVIDER	<u>169</u>
<u>APPENDIX F2 – ESP Evaluation rubric</u>	<u>175</u>
<u>APPENDIX F3 – services & Support agreement</u>	<u>188</u>
<u>APPENDIX F4 – Vectra sample lease</u>	<u>198</u>
<u>APPENDIX F5 – promissory note with amortization schedule</u>	<u>211</u>
<u>APPENDIX F6 – YWLA Service Agreement</u>	<u>217</u>
<u>APPENDIX F7 – SLAM SERVICE Agreement</u>	<u>230</u>
APPENDIX F1 <u>G</u> – DISTRICT NOTIFICATION LETTER	<u>242</u>
APPENDIX F2 – PRINCIPAL EVALUATION	<u>182</u>
APPENDIX F3 <u>H</u> – PINECREST AFFILIATION agreement	<u>243</u>

Narrative

EXECUTIVE SUMMARY

Mission

Pinecrest Academy of Lewiston ~~unites the community to prepare students for college and career.~~
~~provides a challenging learning environment for our students in Science, Technology,~~
~~Engineering, Arts and Math, which maximizes individual potential and ensures they are well~~
~~equipped to meet the challenges in the world around them.~~

Vision

~~At Pinecrest Academy of Lewiston, scholars perform at the highest level on all academic~~
~~measures.~~ ~~prepares our students, through exposure to a rigorous curriculum, to be productive and~~
~~successful citizens by developing a strong work ethic and critical thinking skills needed to solve~~
~~problems in the real world.~~

Instructional model

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

Organizational Structure

The Governing Board of PAL will be the ultimate policy-making body with the responsibility of operation and oversight of the School including academic direction, curriculum, and budgetary functions. The policies, procedures, powers, and duties by which the Board will operate, including specific member powers, are detailed in the attached bylaws. Please see **Appendix B C2: Articles of Incorporation & Adopted Bylaws** for additional information.¹

¹ Please note the attached Bylaws correctly identify the address of the proposed new school campus as 1212 9th Ave., Lewiston, ID 83501 which is not a single-family home. It appears the Idaho Public Charter School Commission's Petition Evaluation Report dated September 30, 2022 inadvertently believed the address of the proposed campus was 1212 9th St. which does appear to be a single-family home.

School Leadership

The School Principal, hired by the Governing Board, will be responsible for all aspects of the day-to-day administration of the school within the scope of operating policies, procedures, and budgetary functions as adopted and approved by the Board. The Principal makes all school-based decisions and establishes procedures for the day-to-day operations of the school.

Student Demand & Primary Attendance Area

PAL's target attendance area will primarily focus on families and students in the Lewiston, Idaho community. Based on the results of the 2021 Idaho Standards Achievement Test (ISAT), ~~54.4%~~ 52.9% of ~~all~~ K-8 students in the Lewiston school district are proficient in English Language Arts (ELA)² while ~~44.4%~~ 45.7% are proficient in mathematics.³ ~~Moreover, these proficiency results are generally lower for specific student populations, such as Hispanic/Latino students, economically disadvantaged students, and students with disabilities.~~⁴

² See footnote 6, infra.

³ These proficiency numbers are based on the 2021 ISAT Assessment Results file for the Lewiston Independent District on the Assessment & Graduation Rate Results as maintained by the Idaho State Department of Education. See footnote 8, infra.

⁴ Based upon the Data Notes and Redaction Rules for the 2021 ISAT Assessment Results as published by the Idaho State Department of Education, the Data Management Council Policies and Procedures which are designed to protect student privacy make it difficult, if not impossible, to quantify the proficiency results for population groups containing less than 5 students as well as other related population groups (i.e., cells with a listed value of "<25%" will have a real value of <25% but do not include an indication of how much above or below the listed value the actual percentage falls).

I. EDUCATIONAL PROGRAM

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

- A course guide, lesson plans, and syllabi based on the [Idaho Content Standards](#) (ICS) and national STEAM Standards.⁵
- A hybrid, standards-based approach to grading and communication of grades.
- A thematic approach to integrate core areas of study such as mathematics, reading, language arts, writing, science, and social studies.
- A differentiated approach through blended learning to enhance student learning and goal tracking.
- Appropriate assessments to measure learning (screening, progress monitoring, and diagnostic).
- Data-driven, high-quality differentiated instruction for all students.
- Supplemental programming for student advancement and remediation.
- Research-based instructional practices (i.e., [Randy Sprick's Safe and Civil School & CHAMPS](#), Dr. Spencer Kagan's [Cooperative Learning Structures](#), Blended Learning, and the Components of an Effective Lesson).
- Professional development and support for teachers with research-based practices, advanced curriculum, and technology integration.
- Weekly grade level meetings to review common pacing calendars and lesson plans.
- Data Days and Staff Development Days for ongoing review of campus and system-wide data and professional development workshops.
- Before- and after-school tutoring for remediation and acceleration.
- Targeted interventions for struggling students performing below grade level.

⁵ American Science and Technology Education Association. [AmSTEAM and Other STEM / STEAM Standards](#).

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

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

The School's curriculum will serve students of all ability levels and aim for mastery of the ICS for all students. Using data from assessments, PAL will measure its own progress in meeting the needs of its student population. The School will develop measurable learning objectives over the major subject areas in order to target student learning and development needs in its annual School Improvement Plan (SIP). Idaho Content Standards that are not mastered will be identified, and appropriate measures for remediation will be instituted. Students in need of remediation and students with special learning needs will have access to supervised study time and tutoring after school (and possibly on Saturdays, as well) to accelerate their progress.

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

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

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

The choice to replicate a successful school system, instead of creating an entire curriculum and school model, is responsive to the National Association of Charter School Authorizers' guidance.⁶ Academic excellence as well as financial and organizational performance are the two leading indicators identified by NACSA for use by charter school authorizers in measuring the historical success of the charter school network proposed for replication and by extension the school applicant's potential success. The Pinecrest Academy network of schools answers these requirements sufficiently.

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

Educational Philosophy

The educational philosophy of Pinecrest Academy of Lewiston is grounded upon increasing learning opportunities, raising academic achievement, and promoting civic responsibility. The educational program will draw upon Dr. TheodoreSizer's [*Coalition of Essential Schools*](#) and its ten [common principles](#).

A sampling of the ten common principles into the PAL educational philosophy includes:

- [Principle 1](#). *Learning to use one's mind well*. PAL will focus on helping its students learn to use their minds well.
- [Principle 2](#). *Less is more, depth over coverage*. The PAL faculty will use the ICS to focus on each student mastering a limited number of essential skills and areas of knowledge. Curricular decisions will be guided by the aim of thorough student mastery and achievement rather than by an effort to merely cover content.

⁶ National Association of Charter School Authorizers. [Replicating Quality](#).

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

- Principle 10. Democracy and equity. PAL will demonstrate non-discriminatory and inclusive policies, practices, and pedagogies. It will model democratic practices that involve all the school's stakeholders. PAL will honor diversity and build on the strength of its community, deliberately and explicitly challenging all forms of inequity.

PAL will maintain Pinecrest Academy's underlying purpose of academic excellence. The emphasis in the Pinecrest Model is a "push and pull" method of preparing students to maximize their potential with all students pushed together with the most challenging academic program they can handle. Simultaneously, students who are struggling can be pulled together for remediation through supportive learning strategies that extend the classroom learning experience instead of replacing it with remedial material. As a result, students will be better prepared for success in middle and high school (and subsequent post-secondary) coursework.

These and other Pinecrest best practices (described throughout this application) are established pillars of the Pinecrest Academy and derived from eighteen years of experience with innovative board members, parents, and educators working together for a common purpose.

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

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

the skills and knowledge required for success and concomitantly provides teachers with continuous feedback on student progress.

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

The Pinecrest Model will provide a solid academic foundation for students to have success at subsequent levels. Cognitive science research in mathematics and reading underscores the emphasis on meaning and understanding beginning in the early elementary grades. Thus, much of the curriculum is centered on this approach as well as remediation when necessary. Instruction will emphasize developmental learning while providing differentiated strategies (supports and interventions for struggling students and students with special needs as well as enrichment for advanced learners).

Student Academic Achievement Standards

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

Pinecrest Academy schools in Nevada⁷ and Florida⁸ are currently yielding higher proficiency rates than the surrounding communities' traditional public schools while serving higher rates of minority and economically-disadvantaged student populations. Thus, by replicating and implementing the same best practices and curriculum in serving the target student population, the School expects to have a similar and/or higher rates of academic growth and improvement as the Pinecrest schools beyond the first year of inception.

⁷ See [Nevada Accountability Portal](#).

⁸ See [Florida Standards Assessments](#).

Kindergarten through 2nd Grade Reading / Math

Baseline – Baseline scores in grades K-2 will be determined using the iReady Diagnostic assessments administered in August / September.

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

3rd through 8th Grade

Incoming Baseline of student academic achievement - The expected incoming baseline for grades 3-8 in Year 1 was determined using the average performance of students in the Lewiston District for the 2021 assessment year. The rationale is that the School's incoming students are presumed to be representative of the demographics of that District. Since the projected baseline will not be the exact student population in year 1 of the school, the goals and projections below establish the basis for academic growth and improvement that students are expected to show each year but will be realigned once the school collects actual baseline data after the first year of operation.

- **ELA**

- **Baseline** – 52.9% (Lewiston District Grade K-8 ELA Average on the ISAT)⁹
- **Goal** – At least 60% of students in grades K-8 will meet high standards in ELA, as evidenced by scoring proficient or higher on the ISAT ELA within the first year of operation. In years 2 through 5, the cohort will grow 2% annually.

⁹ This calculation was based on data obtained from the 2021 ISAT Results from Idaho's State Department of Education's [Assessment & Graduation Rate Results](#) for the Lewiston Independent District.

ELA	
Population	Proficient Rate
Grade 3 Students	48.0
Grade 4 Students	51.0
Grade 5 Students	53.9
Grade 6 Students	49.9
Grade 7 Students	61.4
Grade 8 Students	53.5

- **Learning Gains** – At least 60% of students in grades K-8 will make learning gains on ISAT ELA by:
 - Improving one or more achievement levels from one year to the next; or
 - Level 1 and 2 students increasing their score from one subcategory to a higher subcategory; or
 - Level 3 students maintaining a Level 3 or improving their score by at least 1 point from one year to the next; or
 - Level 4 students maintaining a level 4 from one year to the next.
- **Rationale** – 67.3% of 4,059 tested students enrolled at Pinecrest Academy’s six Nevada campuses in grades 3-8 scored proficient or higher on the ELA assessment during the 2020-2021 school year.¹⁰
- **Mathematics**
 - **Baseline** – 45.7% (Lewiston District Grade K-8 Mathematics Average on the ISAT)¹¹

¹⁰ This calculation was based on data obtained from the Group Summary Report for CRT (Grades 3-8 ELA/Math) for the 2020-2021 School Year from the Nevada Department of Education’s [Nevada Accountability Portal](#) for these Pinecrest Academy campuses.

ELA	
Population	Proficient Rate
Pinecrest – Cadence Campus	58.8
Pinecrest – Horizon Campus	66.9
Pinecrest – Inspirada Campus	82.4
Pinecrest – Sloan Canyon Campus	73.0
Pinecrest – St. Rose Campus	66.4
Pinecrest – Northern Nevada Campus	56.2

¹¹ This calculation was based on data obtained from the 2021 ISAT Results from Idaho’s State Department of Education’s [Assessment & Graduation Rate Results](#) for the Lewiston Independent District.

MATHEMATICS	
Population	Proficient Rate
Grade 3 Students	55.2
Grade 4 Students	54.7
Grade 5 Students	39.6
Grade 6 Students	44.8
Grade 7 Students	45.9
Grade 8 Students	34.2

- **Goal** – At least 50% of students in grades K-8 will meet high standards in Mathematics as evidenced by scoring proficient or higher on the ISAT in Mathematics within the first year of operation. In years 2 through 5, the cohort will grow 2% annually.
- **Learning Gains** – At least 50% of students in grades K-8 will make learning gains on ISAT Mathematics by:
 - Improving one or more achievement levels from one year to the next; or
 - Level 1 and 2 students increasing their score from one subcategory to a higher subcategory; or
 - Level 3 students maintaining a Level 3 or improving their score by at least 1 point from one year to the next; or
 - Level 4 students maintaining a level 4 from one year to the next.
- **Rationale** – 54.0% of 4,049 tested students enrolled at Pinecrest Academy’s six Nevada campuses in grades 3-8 scored proficient or higher on the Mathematics assessment during the 2020-2021 school year.¹²
- **Science**
 - **Baseline** – Baseline scores will be determined since the 2021 ISAT test results did not include Science results as the science assessment was a field test.
 - **Goal** – At least 40% of students in grade 8 will meet high standards in Science as evidenced by scoring proficient or higher on the ISAT Science within the first year of operation. In years 2 through 5, the cohort will grow 2% annually.

¹² This calculation was based on data obtained from the Group Summary Report for CRT (Grades 3-8 ELA/Math) for the 2020-2021 School Year from the Nevada Department of Education’s [Nevada Accountability Portal](#) for these Pinecrest Academy campuses.

MATHEMATICS	
Population	Proficient Rate
Pinecrest – Cadence Campus	43.4
Pinecrest – Horizon Campus	55.2
Pinecrest – Inspirada Campus	72.1
Pinecrest – Sloan Canyon Campus	56.3
Pinecrest – St. Rose Campus	51.2
Pinecrest – Northern Nevada Campus	45.9

- **Rationale** – 47.55% of 1,234 tested students enrolled at Pinecrest Academy’s six Nevada campuses in grades 5 and 8 scored proficient or higher on the Science assessment during the 2020-2021 school year.¹³

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

Instrumentation – Select universal screeners and standardized assessments will be used by PAL to monitor students’ academic progress, academic performance, and trend analysis. Commercially appropriate assessments, instruments, and curriculum will be used to assist in the development of daily lessons, weekly units of instruction, and short and long range instructional goals. PAL will also use one or more of the following assessments: ISAT (Idaho Standards Achievement Test), Idaho Reading Indicator (IRI), Measure of Academic Progress (MAP), iReady, World-Class Instructional Design and Assessment (WIDA), PSAT, SAT, and Idaho Alternative Assessment (IDAA) to provide insight into further classroom instruction. Teacher created informal assessments will be used to regularly monitor student progress.

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

Data Analysis – PAL will form data teams comprised of grade level teachers and groups of instructors who teach similar content. The purpose of these data teams is to assist in monitoring

¹³ This calculation was based on data obtained from the Group Summary Report for CRT (Grades 5/8 Science) for the 2020-2021 School Year from the Nevada Department of Education’s [Nevada Accountability Portal](#) for these Pinecrest Academy campuses.

SCIENCE	
Population	Proficient Rate
Pinecrest – Cadence Campus	40.1
Pinecrest – Horizon Campus	26.1
Pinecrest – Inspirada Campus	72.6
Pinecrest – Sloan Canyon Campus	45.3
Pinecrest – St. Rose Campus	52.5
Pinecrest – Northern Nevada Campus	48.7

student progress. Data teams will compile progress-monitoring data on a quarterly basis (or during interim testing and when evaluating instructional impact) and will disaggregate the results for cohorts. Data teams will meet monthly to evaluate data and correlate to instructional decision, review progress-monitoring data at grade level and classroom level to identify students and their academic levels; identify professional development to enhance students' achievement levels; collaborate, problem solve, share effective practices, evaluate implementation, make decisions, and practice new programs and skills; as well as facilitate the process of building consensus, increasing infrastructure, and making decisions about implementation.

Instructional Changes and Interventions (Corrective Actions) based on Data – Administrators and data teams will use data analysis to collaboratively develop instructionally-focused calendars with timelines for addressing targeted strands as denoted in assessed benchmarks. Instructors will adjust their instruction, monitor student progress, and select appropriate classroom activities to work on student deficiencies and to guide differentiated instruction.

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

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

Pinecrest Academy of Lewiston has adopted a research-based core curriculum to support the academic program at the School. Below is an explanation of each program to be implemented:

Table 1. Research-Based Core Curriculum Materials

Content Area	Core Curriculum	Supplemental Curriculum
Mathematics	<p>Everyday Math: (K-5) Elementary teachers will implement the Mathematics curriculum based on the ICS and use the program consistently and uniformly across the campus.</p> <p>i-Ready & Ready Classroom: (K-5) Curriculum Associates' Core Mathematics Curriculum materials have been accepted as ICS-aligned supplements.</p> <p>SpringBoard: Grades 6-8 will use the Math Springboard Curriculum based on the ICS and use the program consistently and uniformly across the campus.</p>	<p>Calendar Routine & Math Message (K-2 optional): Teachers in kindergarten through 2nd grade may shift away from traditional calendar routines to better meet the needs of their class. These routines establish repetitive practice of essential mathematical skills pertaining to the grade level and real world.</p> <p>Math Made Fun! (K): An engaging math supplement that includes daily differentiated lessons, pre- and post-assessments, and hands-on centers.</p> <p>Number Talks (K-5): Number Talks activities are meant to develop and review number sense concepts.</p> <p>ST Math Test Drives: Teachers will incorporate these tools into whole and/or small group instruction, whenever possible, to promote the link between blended learning programs, curriculum, and the ICS.</p> <p>Achieve the Core</p>

<p>Reading</p>	<p>Wonders Reading Series: Grades K-5 will implement the Wonders Reading Series based on the ICS and use the program consistently and uniformly across the campus.</p> <p>iReady: Grades 2-5 will implement the iReady Classroom curriculum based on the ICS for English Language Arts / Literacy and use the program consistently and uniformly across the campus.</p> <p>SpringBoard Curriculum: Grades 6-8 will use the ELA Springboard Curriculum based on the ICS and use the program consistently and uniformly across the campus.</p>	<p>Novels & Supplements: Grades 2-8 will use non-fiction reading material and novel sets) based on the ICS. Novel studies should be standards-based and focused on student application of the standards through the reading. Pinecrest teachers do not simply teach novels. They teach standards through novels. Resources used to teach novels are expected to be standards-based, rigorous, of high quality, and preferably not a packet.</p>
<p>Science</p>	<p>Houghton Mifflin ScienceFusion - <i>ScienceFusion</i> provides informational texts along with many hands-on labs. Teachers and students also have access to ThinkCentral which provides interactive labs.</p> <p>Pearson's Interactive Science - Program provides a variety of interactive tools to help support, extend, and enrich classroom instruction.</p> <p>Pearson <i>Interactive Science</i> (pacing Adv): Interactive Science embodies the 21st century learner by infusing the core subjects and themes throughout the program; provides continuum of accelerated intervention strategies.</p> <p>Physical Science, CPO Science - CPO Science-rich in STEM connections and aligned with Next Generation Science Standards (NGSS).</p>	<p>Gizmos Zaner-Blosser <i>I Read to Write Science Weekly</i>, Brain Pop, <i>Think Central</i></p> <p>Gizmos, Brain Pop</p> <p>Gizmos, Khan Academy, Brain Pop</p>

	Biology: Pearson Prentice Hall Miller & Livine Biology: Biology- text that will prepare students for advanced coursework.	
--	--	--

Reading / English Language Arts

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

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

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

Students will also engage in research projects as a means to develop the capacity to build knowledge on a subject and to respond analytically to literary and informational sources. To meet these goals, teachers will be expected to provide students significant opportunities and time for writing and producing numerous pieces over short and extended time frames throughout the year.

Through Language Arts, students will also be required to develop a range of oral communication and interpersonal skills through whole group discussions as well as individual, partnered, and small group presentations. Through these presentations, students engage in contributing accurate, relevant information, responding to and developing what others have said, making comparisons and contrasts, and analyzing and synthesizing a multitude of ideas through various language arts domains.

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

English Language Learners (ELLs) will have the same instructional time as non-ELLs for language arts/reading. Students with Disabilities (SwD) will have the same instructional time (90 minutes of uninterrupted daily instruction) in reading/language arts only within a single instructional setting. The general education classroom will be the first placement consideration for scheduling and providing access to these courses for students with disabilities.

Grade K-5 courses – Instruction in language arts includes English, reading process, literary analysis, writing process and applications, communication, information, and media literacy.

Student mastery of the basic skills, including cursive writing, will be in accordance with the criteria established by current Idaho requirements and frameworks. Key strategies include:

- *Universal Design of Learning* – Used as a guide to instructional design and delivery in all curriculum development. Universal Design of Learning is a framework for flexible, differentiated instructional approaches that includes flexible methods for presentation, expression and active learning, and student engagement, so all students (e.g., students with disabilities, ELLs) can participate fully in core instruction.
- *Centers / Differentiated Instruction* – Reading centers will be set up throughout the classroom in various areas that allow students to work independently or in a small group setting using instructional materials to explore and expand their literacy. During this time, students are engaged in a variety of activities that reinforce and extend learning without the assistance of the classroom teacher. Students will practice reading, writing, speaking, listening, and working with letters and words. Manipulatives such as magnetic letters and sound letter cards are used to increase active participation and provide additional guided practice through multi-sensory approaches. For example,
 - **Guided reading center** – Students work with the teacher to read and practice the weekly reading strategies and skills using text at their level.
 - **Writing center** – Students are practicing their writing skills related to the week’s writing focus. Students are moving through the writing process at their own pace.
 - **Test prep center** – Students are participating in practice of reading skills and strategies relevant to their grade level reading. Students work independently and alongside a teacher when it is time to review the content.
 - **Technology center** – Students use technology such as Reading Plus and receive reading enrichment that challenges them according to their reading rate and comprehension level.

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

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

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

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

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

Table 2. Research-Based ELA Instructional Materials

<p>Wonders Reading Series Grades K-5 will implement the Wonders Reading Series based on the ICS and use the program consistently and uniformly across the campus.</p> <p>iReady Grades 2-5 will implement the iReady Classroom curriculum based on the ICS and use the English Language Arts / Literacy program consistently and uniformly across the campus.</p> <p>SpringBoard Curriculum Grades 6-8 will use the ELA Springboard Curriculum based on the ICS and use the program consistently and uniformly across the campus.</p>	<p>Novels & Supplements Grades 2-8 will use non-fiction reading material and novel sets) based on the ICS. Novel studies should be standards-based and focused on student application of the standards through the reading. Pinecrest teachers do not simply teach novels. They teach standards through novels. Resources used to teach novels are expected to be standards-based, rigorous, of high quality, and preferably not a packet.</p>
--	---

Writing

The writing standards focus mainly on text types, responding to reading, and research. To build a foundation for college and career readiness, students need to learn to use writing as a way of

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

Teachers will deliver lessons that focus on the following areas:

- *Purpose, Focus, and Organization* – These lessons will enable the student to write sustained and consistently focused within the purpose, audience, and task; and the student has a clearly stated controlling idea and effective organizational structure creating coherence and completeness.
- *Evidence and Elaboration* – The main focus in this area is to provide additional resources to enable students to elaborate within their responses providing thorough and convincing support and evidence for the controlling idea or main idea that includes the effective use of sources, facts, and details.
- *Conventions of Standard English* – Additional lessons will focus on grammar usage and conventions both written and via the use of technological tools. This will enable students to respond demonstrating an adequate command of basic conventions.

Other primary instructional strategies include:

- *Kinesthetic Aids* – Pre-writing and organizational skills are taught through the use of graphic organizers.
- *RACE* (Restate, Answer, Cite, and Explain) responses will be expected from students to instill the need for evidence-based answers in alignment with the requirements outlined in the FSA writing rubrics.

- *RAFT* essay writing that includes a Role, Audience, Format, and Topic, plus a strong verb.
- *SPADE* (Survey, Predict, Annotate + Analyze, Additional Reads, Dissect Questions, Evidence) reading strategy for teachers to use to improve reading comprehension.

Research-Based Instructional Materials (Writing)

Wonders Writing and Jane Schaffer – Grades K-1 will implement the [Wonders](#) Reading Series in conjunction with Jane Schaffer writing strategies. All lessons will be based on the ICS. Implementation will happen consistently and uniformly across all campuses.

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

SpringBoard and Jane Schaffer – Grades 6-8 will implement SpringBoard in conjunction with Jane Schaffer writing strategies based on the ICS. Implementation will happen consistently and uniformly across the campus.

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

Mathematics

Students will receive 60 minutes of consecutive and uninterrupted daily instruction in mathematics. Students with disabilities will have the same instructional time as their non-disabled peers. The required program of study for Mathematics is aligned to the ICS. The School's mathematics curriculum will develop students' understanding of mathematical concepts as well as their ability to engage mathematics to reason, communicate, and problem-solve enabling them to remain competitive in an ever-changing, fast-paced, and technology-rich society.

Using the curriculum Pacing Guides, teachers will be able to plan for mathematics lessons that meets the ICS and achieve at minimum a year's worth of learning for each student covering the Mathematics Standards under each domain (Counting and Cardinality; Operations and Algebraic Thinking; Number and Operations in Base of Ten; Measurement and Data; Geometry and Number and Operations – Fractions). The cultivation of these skills will help students develop numerical literacy, wherein they will have acquired the mathematical knowledge, problem-solving ability, and communication skills required to excel at or above grade level expectations.

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

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

Mathematical Practices

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

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

K-5 Centers / Differentiated Instruction – Teachers will use varying methods of instruction to address diverse learning styles. For example, classrooms are arranged to enable active engagement by all students:

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

Sample Math Centers – The number of students in each group may vary based on understanding of concept. If a student is struggling with daily concepts, the teacher may provide scaffolding and support through:

- *Reteach* – reinforcement activities for better understanding
- *Enrichment* – teacher provides enrichment activities that “level up” concept
- *Mathletics* – challenges students’ based on level and allows students to choose a concept to practice
- *Mathematics “print rich environment”* – math word walls and bulletin boards will reflect taught and current mathematics topics

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

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

Research-Based Instructional Materials (Mathematics)

Table 3. Research-Based Mathematics Instructional Materials

Core Curriculum	Supplemental Curriculum
<p>Everyday Math: (K-5) Elementary teachers will implement the Mathematics curriculum based on the ICS, using the program consistently and uniformly across the campus.</p> <p>i-Ready & Ready Classroom: (K-5) Curriculum Associates' Core Mathematics Curriculum materials have been accepted as ICS-aligned supplements.</p> <p>SpringBoard: Grades 6-8 will use the Math Springboard Curriculum based on Idaho Content Standards and use the program consistently and uniformly across the campus.</p>	<p>Calendar Routine & Math Message (K-2 optional): Teachers in kindergarten through 2nd grade may shift away from traditional calendar routines to better meet the needs of their class. These routines establish repetitive practice of essential mathematical skills pertaining to the grade level and real world.</p> <p>Math Made Fun! (K): An engaging math supplement that includes daily differentiated lessons, pre- and post-assessments, and hands-on centers.</p> <p>Number Talks (K-5): Number Talks activities are meant to develop and review number sense concepts.</p> <p>ST Math Test Drives: Teachers will incorporate these tools into whole and/or small group instruction, whenever possible, to promote the link between blended learning programs, curriculum, and the ICS.</p> <p>Achieve the Core</p>

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

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

Science

The Science curriculum will incorporate an inquiry-based approach to learning. The Science Curriculum addresses critical domains in science: Life Sciences, Earth and Space Sciences,

Physical Science, and Engineering and Technology, to meet the specified assessments and content-sampled benchmarks found in the NGSS. Using pacing guides, teachers will plan science instruction that meets the standard benchmarks grouped in nine-week clusters. The School will incorporate an inquiry-based approach to learning of the central science themes: matter and energy, force and motion, earth and space, processes of life, and the scientific method.

Modeling Instruction and the Next Generation Science Standards (NGSS)

AMERICAN MODELING TEACHERS ASSOCIATION

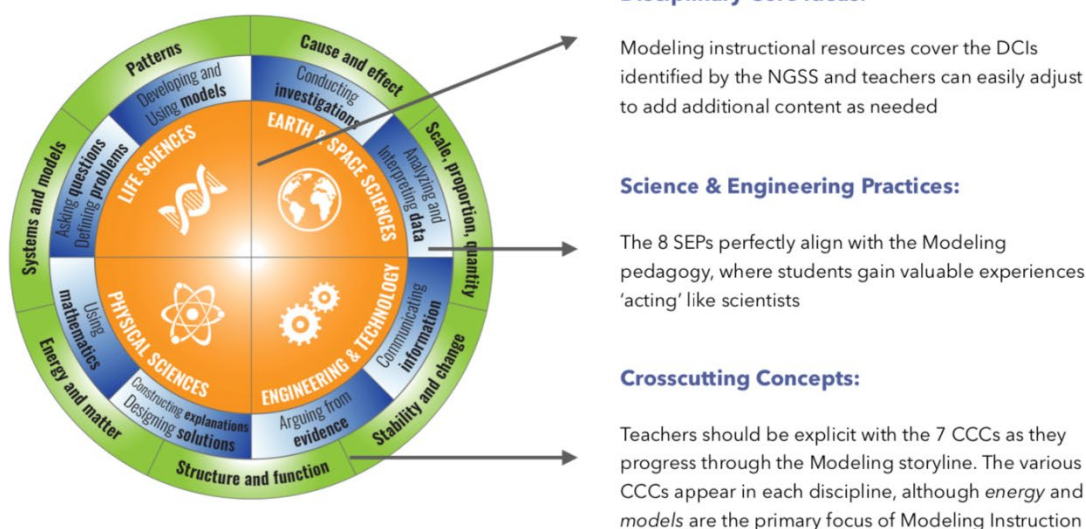


Figure 1. Modeling Instruction and the Next Generation Science Standards

Students will participate in monthly *Scientist of the Month* projects in order to provide them with the ability to apply and practice the scientific method. Moreover, students will participate in weekly hands-on science investigations in the classroom, exposing students to the scientific process and scientific thinking. In grades 5-8, students will be encouraged to participate in Science Clubs where they will be able to explore and investigate the steps to the scientific method.

Differentiated Instruction in the Science Classroom

To meet the individual needs of students, teachers will also provide differentiated instruction opportunities through enhancement of conceptual understanding of the NGSS and the ICS via

varying entry points of instruction, learning tasks, and outcomes, which include, but are not limited to, the 5E Model of Instruction:



Figure 2. 5E Model of Instruction

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

Engage – These activities engage students by having them mentally focus on a phenomenon, object, problem, situation, or event. The activities in this phase are designed to help students make connections between past and present learning experiences, expose prior conceptions, and organize thinking toward the essential questions and learning outcomes of the learning sequence. The purpose of the engagement stage is to get students excited and ready to explore the topic or concept.

Explore – Once students are interested, they can begin to investigate the problems associated with the topic or concept. The purpose at this stage is for students to acquire a common set of experiences from which they can help one another make sense of the concept. Students must spend significant time during this stage of the model talking about their experiences, both to articulate their own understanding and to understand another's viewpoint. As a result of their mental and physical involvement in these activities, students question events, observe patterns, identify and test variables, and establish causal relationships.

Explain – This phase consists of two parts. First, the teacher asks students to share their initial models and explanations from their experiences in the prior phases. Second, the teacher provides resources and information via lecture, demonstration, reading, or multimedia to support student learning and introduces scientific or technological concepts. Students use these resources, as well as ideas of other students, to construct or revise their evidence-based models and explanations.

Elaborate – Once students have constructed explanations of a phenomenon or design solutions for a problem, it is important to involve them in further experiences that apply, extend, or elaborate the concepts, processes, or skills they are learning. They are given opportunities to apply the concept in unique situations, or they are given related ideas to explore and explain using the information and experiences they have accumulated so far. Interaction between the students is essential during the elaboration stage. By discussing their ideas with others, students can construct a deeper understanding of the concepts.

Evaluate – In the final stage, students compare their initial understanding of the topic or concept by reflecting on what they know now, and how they are now able to prove what they know in writing, discussion, and demonstration. It is important for students to receive feedback on the quality of their explanations. Informally, this may happen throughout the learning sequence. Formally, the teacher can also administer formative, informal performance, or summative assessments at the end of the learning sequence.

Using NGSS standards for Science, teachers will develop lessons using strategies that incorporate the following components:

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

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

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

Critical Thinking and Higher-Order Questioning – Use effective, open-ended questioning techniques that encourage student inquiry. Encourage students to pose their own questions, evaluate the information presented, and make informed decisions about the information. Strategies include elaborating, analyzing, hypothesizing, and evaluating.

Strategies will be implemented to increase awareness of science programs and initiatives as well as to ensure student success and mastery of Next Generation Science Standards as follows:

- Commit to hands-on science learning experiences where science teachers will incorporate at least 75 minutes of laboratory experience per week into their instruction;
- Encourage development of science clubs as well as science/math related honor societies;
- Encourage students to participate in hand-on activities such as those proposed in Science, Engineering, Communication, Mathematics, and Enrichment (SECME);
- Allocate time for science and mathematics teachers to work together to plan the integration of science and mathematics to support the curriculum of their specific courses (e.g., mathematics and science teachers at the School will include meaningful mathematics and science projects that emphasize the content strands and can be incorporated into classroom and home learning assignments);
- Integrate technology and literacy (e.g., Project CRISS (Creating Independence through Student-owned Strategies) for mathematics and science) as a part of their effective teaching strategies;
- Utilize current research-based programs and high quality materials with documented success; and
- Inform the community and the parents about the curriculum, assessment, and courses necessary to pursue various career options through a Family Math/Family Science and Technology Night.

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

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

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

Research-Based Instructional Materials (Science)

Table 4. Research-Based Science Instructional Materials

Grades	CORE	Supplement / Technology	Rationale All Materials Aligned to NGSS
K-5	Houghton Mifflin ScienceFusion	Gizmos Zaner-Blosser <i>I Read to Write Science Weekly</i> Brain Pop <i>Think Central</i>	<i>Fusion</i> provides informational texts along with many hands-on labs. Teachers and students have access to <i>ThinkCentral</i> which provides interactive labs.
6-8	Pearson's Interactive Science	Gizmos, Brain Pop	Program provides a variety of interactive tools to help support, extend, and enrich classroom instruction.
6-8 Advanced	Pearson's <i>Interactive Science</i> (pacing Adv) Physical Science, CPO Science Biology, Pearson Prentice Hall <i>Miller & Livine Biology</i>	Gizmos, Khan Academy, Brain Pop	Interactive Science embodies the 21 st century learner by infusing the core subjects and themes throughout the program; provides continuum of accelerated intervention strategies CPO Science-rich in STEM connections and aligned with NGSS Biology text will prepare students for advanced coursework

Additional Science instructional materials will be gathered for lesson plans using the following resources:

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

Social Studies

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

The comprehensive Social Studies program will:

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

- Promote an interdisciplinary approach to learning.

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

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

Instructional Strategies

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

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

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

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

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

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

Other Instructional Strategies

Power Hour

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

Options for student rotations are as follows:

- Option 1: Rotating Power Hour (entire grade level moves) – Students begin each day in their homeroom to receive grade-level instruction based on the ICS. The weekly suggested lesson plans from the Wonders Literacy Series is broken up into whole group and small group activities. The whole group activities serve as the basis for the homeroom instructional block. During the second block (Power Hour), students rotate among the grade level to receive instruction at their readiness/ability level. The number of teachers at each grade level will determine the number of groups (e.g., low, medium-low, medium, medium-high, and high for five teachers). The small group activities from the Wonders Literacy Series will be the starting point for instruction within each group.
- Option 2: Targeted Power Hour (outliers move) – Students begin each day in their homeroom for the on-level Wonders lesson. During the Power Hour block, very low and very high student outliers shift classrooms to receive additional instruction at their readiness level. All other students remain in their homeroom.
- Option 3: Homeroom Power Hour (all students remain) – Students receive differentiated instruction within their own classroom.

Strategies for Serving Special Populations

At-Risk Students

In accordance with Idaho Code § [33-1001](#)(3), PAL considers an “at-risk student” to be any student in grades 6 through 12 who either (a) meets at least three (3) of the following criteria:

- Has repeated at least one (1) grade;
- Has absenteeism that is greater than ten percent (10%) during the preceding semester;
- Has an overall grade point average that is less than 1.5 on a 4.0 scale prior to enrolling in an alternative secondary program;
- Has failed one (1) or more academic subjects in the past year;
- Is below proficient, based on local criteria, standardized tests, or both;
- Is two (2) or more credits per year behind the rate required to graduate or for grade promotion; or

- Has attended three (3) or more schools within the previous two (2) years, not including dual enrollment;

or, (b) meets any of the following criteria:

- Has documented substance abuse or a pattern of substance abuse;
- Is pregnant or a parent;
- Is an emancipated youth or unaccompanied youth;
- Is a previous dropout;
- Has a serious personal, emotional, or medical issue(s);
- Has a court or agency referral; or
- Demonstrates behavior that is detrimental to the student's academic progress.

PAL's highly involved system of data assessment, monitoring, and Power Hour model will ensure that all at-risk students are identified and supported to ensure that all students have the opportunity to be academically successful.

Students with Special Education Needs

As a public charter school, admission to PAL will have no exclusionary component, and students with special education needs will be encouraged to enroll in the same manner as non-special education students are recruited. All of PAL's recruitment materials will be tailored to address the concerns of students with disabilities and their parents. Once enrolled, students with special education needs will be included in the School's regular education and extracurricular environment to the extent that such participation is consistent with each student's IEP. In all cases, the School will conduct special education as it is outlined for each individual student in his/her IEP. The charter school will convene IEP review meetings in order to review and revise IEPs as appropriate. The School will always attempt to place the student, to the maximum extent appropriate, in a learning environment with both his/her disabled and non-disabled peers, in accordance with the student's IEP.

As part of the School's registration process (after the student has been accepted in the lottery), parents will be asked if the student has an IEP. If the parent marks "Yes," a pop-up window will ask the parent to provide the student's current IEP and any other relevant documents. In addition,

the school registrar will request records from each student's previous school to ensure that current documentation is received in the event the parent is unable to provide this documentation or does not disclose the student's disability status for whatever reason. The paperwork is collected and a caseload spreadsheet of all enrolling students with special education eligibility is created. Parents will also be requested to turn in 504s, but the School will also take proactive steps to request such records on behalf of all students immediately following the receipt of a records transfer form from the parent.

The continuum of services offered by PAL begins in regular education classes. All students are given a universal progress monitoring assessment five times a year. The School then analyzes the data. Each quarter the School meets as a team during "Data Day" which allows the School to discuss children scoring in the bottom and top 15% (or another cut score as determined by the School). Students who score in the bottom 15% and students who are failing are discussed and an intervention plan is developed. Students who score in the top 15% are identified and provided specific differentiated instruction for accelerated learners. The staff then brainstorms different interventions that may help the student progress further academically or behaviorally. In general education, Power Hour and intervention periods are scheduled in daily to provide instructional level academics to all students. In addition, before- and after-school tutoring clubs and blended online learning programs provide instructional level interventions and accelerations.

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

Over-Identification

Students who are inappropriately placed in the special education program will be identified by progress monitoring on a routine weekly basis through their IEP goals. Students also take quarterly universal progress monitoring assessments that all students in the School are given. The teacher will complete a monthly analysis of data to determine if students are meeting their goals. If students are meeting their behavior and/or academic goals and progress monitoring is showing growth, the IEP team can meet to discuss the exit of students who are no longer showing academic or behavioral needs.

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

Continuum of Services

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

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

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

IEP Yearly Reviews

Once a year, or more frequently if necessary, there will be a team conference that includes the individuals described in [34 CFR § 300.344](#) and other qualified professionals, regarding each child

on an IEP. During this conference, team members will discuss the progression toward annual goals and objectives, develop new goals and objectives, and determine whether the child's needs can continue to be appropriately met through the current educational placement. To initiate such a conference, the teacher will send home a Prior Written Notice accompanied by a Notice to Conference Form. As with the initial IEP meeting guidelines, the teacher must give the parent a number of opportunities to participate and document at least three attempts to establish communication prior to holding an IEP meeting without the parent.

Three-year Reevaluations

Reevaluations will be conducted in accordance with the procedures outlined above regarding initial evaluations if conditions warrant a re-evaluation or if the child's parent or teacher requests an evaluation. They will occur at least once every three years. An IEP meeting will follow to develop new goals and objectives. IEP teams cannot exit or deny students from services based on re-evaluations finding that a student no longer meets initial eligibility criteria.

The School Leader and the staff will maintain exceptional records, and proper measures will be taken to ensure that they are kept confidential pursuant to applicable laws and regulations. These procedures include, but are not limited to, allowing parents the right to inspect any files pertaining to their child, maintaining a record of all parties gaining access to exceptional files, amendment of records at parent request, parental consent, procedural safeguards, destruction of data, children's rights, and providing a free appropriate public education (FAPE).

Least Restrictive Environment

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

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

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

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

Staffing

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

Staff Development

PAL will schedule Professional Development (PD) days into their yearly calendar. PD will be offered in the areas of intensive interventions and research-validated methods addressing the unique needs of students with disabilities. Additionally, the teachers, facilitators, and related rehabilitation therapy personnel, such as speech-language therapy (SLP) and occupational therapy (OT), will communicate with other teachers providing instructional information on how to modify the curriculum and address the unique needs of students with disabilities on a weekly basis as service is provided.

Discipline

The rights of students with disabilities are protected by following the Individuals with Disabilities Education Act (IDEA) flow chart in [Figure 3](#) below. If a student with a disability has a discipline problem, the administration contacts the parent for a parent meeting. If the student is suspended, all school work may be picked up daily by the parent and returned so that student's grades are not affected. Alternately, the School can provide the work by other means. If necessary, a teacher will provide service in the home setting or the student will receive alternative instruction in an after-school program.

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

If the student has reoccurring events that result in further suspension, the team will meet after nine (9) suspensions and complete a change of placement. The administration will contact the parent for a parent meeting. Each time a student is suspended, all school work may be picked up daily by the parent and returned so that student's grades are not affected or other arrangements may be made to ensure access to assignments. Again, if necessary, a teacher will provide service in the home setting or the student will have alternative instruction in an after-school program. Please see [Figure 3](#) below.¹⁴

¹⁴ Bateman, David F. & Bateman, C. Fred. *A Principal's Guide to Special Education, 3rd Edition*. Council for Exceptional Children. Arlington. (2014).

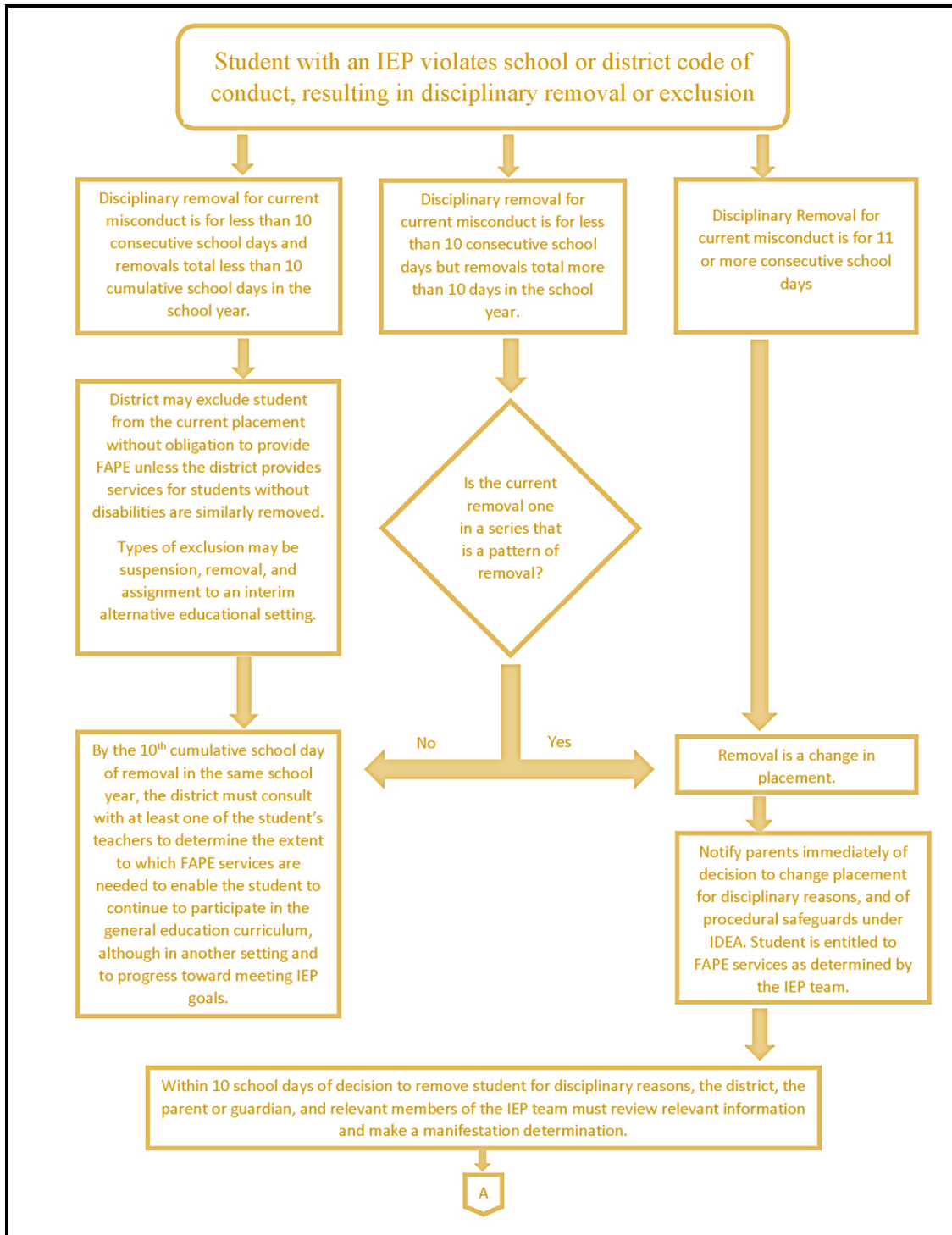


Figure 3. IDEA Disciplinary Procedures for Students with Disabilities

Monitoring

PAL's special education programs comply with all federal and state laws. The role of the facilitator is a complete compliance review on all IEPs before and after the IEP meetings. In addition, a review will be completed monthly on all confidential folders. Facilitators check annual and three-year dates weekly to make sure all meetings are held on time.

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

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

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

Parental Involvement

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

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

In this digital age, teachers are able to text with parents throughout the day, if necessary, to provide updates if a parent requests to be informed. In addition, the School will use an online program and website where all school events and homework assignments will be posted.

English Language Learners

Identification

PAL will identify the primary language of students upon enrollment. The process will be as follows:

- All newly-enrolled students will be provided a Home Language Survey (HLS) which is included in the enrollment packet.
- Based on the answers provided to the questions in the HLS, student records will be requested from the student's last school/school district. Students without a World-Class Instructional Design and Assessment (WIDA) Placement will be given a placement test.
- All student screening and evaluation will use the assessment framework adopted by the State of Idaho, WIDA's Assessing Comprehension and Communication in English State to State for English Language Learners (ACCESS). PAL will administer the WIDA-ACCESS Placement Test (W-APT), an English language proficiency "screener" test given to incoming students to help identify English language learners to assist educators with programmatic placement decisions such as identification and placement of ELLs.¹⁵ The W-APT screener for English proficiency will take place in the first 30 days of school.

Placement

For students classified or coded as Non-English or Limited English Proficient as a result of the initial assessment, the following steps will be completed within the mandated timelines:

¹⁵ WIDA. Assess. [Kindergarten W-APT](#).

- Classify students who are eligible for English Language Learner (ELL) services as Non-English or Limited English proficient. These students are eligible for ELL services.
- Prepare a Parent Notification Letter if a student qualifies for ELL services. Once the parent receives the letter, they may choose to receive ELL instructional services. If the parent or guardian refuses ELL instructional services, the School will meet with the parent or guardian to ensure they understand what is being waived. Parents or guardians may only waive ELL instructional services – not testing. The School will document the parent conference and place a copy of the waiver in the cumulative student folder.
- Students will be evaluated with WIDA’s ACCESS assessment which is based on a six-tier scoring system. Students will receive an English Language Proficiency Level on a scale of 1-6 (1-Entering, 2-Emerging, 3-Developing, 4-Expanding, 5-Bridging, 6-Reaching). Teachers will utilize the score report to better differentiate instruction to meet the needs of each student.
- Once students are assessed, the Principal will ensure that eligible students are provided appropriate ELL services. In addition, Principals or designees will ensure that ELL students and their parents or guardians are aware of school activities and other opportunities at the school in a language they understand. Students who are eligible for ELL services will receive these services until it is determined, through re-evaluation procedures, that they possess adequate English language and academic skills to allow them to perform satisfactorily in general education classes without special instructional considerations.

Staffing

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

PAL will offer an evidenced-based ELL Program such as the [Content-Based ESL Model](#). The goals of all of the program will be to: (1) help ELL students achieve comprehension, speaking,

reading, and writing competence in the English language; (2) enable students to achieve and maintain grade level status; and (3) enable students to meet graduation standards. The [Sheltered Content-Based ESL Instruction Model](#) is an integrated-content language approach. The goal of the Sheltered Content-Based Instruction Model is for ELL students to develop English language skills in content classes.¹⁶

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

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

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

Monitoring

PAL will progress monitor ELL students as with all students on a regular basis using data to track their progress. In addition, ELL students will be reassessed every year to determine whether the pupil's proficiency in English is fluent and whether they are able to succeed in courses of study

¹⁶ Dong, Yu Ren. [Educating Language Learners: Getting at the Content](#), Educational Leadership, 62(4) (2005).

that are taught only in English. The School will monitor all reclassified students for a minimum of two years after they have met language proficiency.

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

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

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

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

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

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

The ELL monitoring process information should be included in any RtI interventions that are determined by the School. Specific consideration for language proficiency must be taken into consideration in planning specific interventions for the student. If, as a result of monitoring, evidence indicates a student is not successful in English-only classes and needs further language acquisition assistance, the School will administer the initial assessment test to ascertain the student's current English proficiency. A meeting will be held with the student's parents or guardians and the student will be considered for reinstatement into the ELL program, into an academic remediation program, or the student will remain in English-only classes. The School will continue to monitor the student for language and academic progress. If a student is determined to be academically unsuccessful, the School and the appropriate teachers will seek out other services for the student in order to address any academic deficiencies. Prior to making any changes, the Principal or designee will meet with the parents or guardians to discuss the recommended changes.

Parental Involvement

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

Parental and community involvement in the School is a fundamental and expected (but not legally required) part of the philosophy and operation of the School. The goal is to encourage parents to be active participants in their child's education, give the community ownership of a high-quality educational program, and teach children to be civic-minded and socially responsible. Parents and community members will have extensive opportunities for involvement in aspects of school

operations. Through the parent/teacher group, School Advisory Council (SAC), and other such committees, parent and community representation and decision-making in the educational processes of the School is possible. Similarly, the administration will also require the faculty and staff of the School to uphold a strong belief in, and understanding of, the charter school concept through the inclusion of parents in the educational process. Through open lines of communications, faculty and staff will also encourage parental involvement through such endeavors as follow:

- *Parent Volunteers* – Parents will be welcomed to volunteer during various school activities, assemblies, and meetings. Parents can be active participants in the parent club and their child’s homerooms. Volunteer opportunities to complete parent participation hours (communicated through newsletters, the School website, schoolnotes.com, email, and calls home) will be plentiful and yearlong. Some of these will include activities such as chaperoning field trips, assisting with class and community service projects, helping in the library, participating in Career Week and Family Day, and assisting with the School store.
- *School Advisory Council (SAC)* – This group will consist of school personnel, parents, students, local business, and community members. Members will be able to address and vote on pertinent school matters on a regular basis.
- *Quarterly Parent / Teacher Conferences* – Hosted in the evenings at the School where parents can discuss topics that affect their children’s educational progress.
- *Open houses, Career Fairs, Family Day* - Events held to recruit new students, maintain communication and involvement between the School and the surrounding community.
- *School Website, Newsletters, Social Media, and Event Calendar* – Updated regularly to disseminate information and maintain open lines of communication in the community.
- *Community Service Projects* – Students, faculty, and parents will participate in activities to help, give back to, and connect with, the community.
- *Parent Teacher Organization (PTO)* – The PTO coordinates extra-curricular events involving the community.
- *Parent Club* – Dedicated to work in partnership with the families, faculty, and community to provide resources for the School through fundraising and volunteering. The club strives to support students in an academic environment that encourages character building.

- *Parent Workshops on education* – Related topics such as decision-making regarding school performance and student assessment needs will be offered.

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

Homeless / Migrant Students

Identification

PAL will identify students and families in need of homeless/migrant services for new students by including a space for identifying homeless/migrant student status in the initial enrollment of a student. Additionally, because students can become Children in Transition (CiT) at any point, PAL will identify existing students in need of homeless/migrant student services through counselor/teacher referrals and proactive communications with parents and families about available supports.

Misidentification will be avoided by making sure staff involved in registration of new students understand the differences between families having a difficult time pulling together all materials required and/or requested for enrollment: birth certificates, immunization records, previous school records, home address etc., and those families who lack this information due to their homeless/migrant status.

To assist in identification, PAL will follow the broad definition of “homeless” as set forth in Section 330 of the Public Health Service Act ([42 U.S.C. § 254b](#)) and the [McKinney-Vento Homeless Assistance Act as amended by The Homeless Emergency Assistance and Rapid Transition to Housing \(HEARTH\) Act of 2009](#), remaining cognizant of the evolving and complex nature of defining homelessness:

The term “homeless” or “homeless individual” includes:

- an individual who lacks a fixed, regular, and adequate nighttime residence;

- an individual with a primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;
- an individual in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including hotels and motels paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, congregate shelters, and transitional housing);
- an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided;
- an individual who —
 - will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels not paid for by Federal, State, or local government programs for low-income individuals or by charitable organizations, as evidenced by —
 - a court order resulting from an eviction action that notifies the individual they must leave within 14 days;
 - the individual having a primary nighttime residence that is a room in a hotel or motel and where they lack the resources necessary to reside there for more than 14 days; or
 - credible evidence indicating that the owner or renter of the housing will not allow the individual to stay for more than 14 days, and any oral statement from an individual seeking homeless assistance that is found to be credible shall be considered credible evidence for purposes of this clause;
 - has no subsequent residence identified; and
 - lacks the resources or support networks needed to obtain other permanent housing; and
- unaccompanied youth and homeless families with children and youth defined as homeless under other Federal statutes who —

- have experienced a long term period without living independently in permanent housing;
- have experienced persistent instability as measured by frequent moves over such period; and
- can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment;
- children living with a parent in a domestic violence shelter; and
- runaway children (under 18 years of age) and children and youths who have been abandoned or forced out of the home by parents or other caretakers, or such youth (between 1 and 20 years of age) who may still be eligible for educational services who temporarily reside in shelters awaiting assistance from social service agencies; live alone on the street or move from place to place between family members, friends, or acquaintances; and children of migrant families who lack adequate housing.

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

Gifted / Talented Students

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

Identification

In accordance with Idaho Code § [33-2001](#)(4), gifted and talented students are those students “who are identified as possessing demonstrated or potential abilities that give evidence of high-performing capabilities in intellectual, creative, specific academic or leadership areas, or ability in the performing or visual arts and who require services or activities not ordinarily provided by the school in order to fully develop such capabilities.”

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

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

Plan Development

Once a student has been referred to the gifted and talented program, the teacher will notify the student’s parent, teachers, and school psychologist. The school psychologist at PAL will fill out the appropriate forms and send home a written notice to inform the parents for the initial assessment for the gifted and talented program. Parents will sign a consent to evaluate. The school psychologist will administer appropriate cognitive assessments. The Gifted and Talented Eligibility Statement form will be used to determine eligibility in the gifted and talented program. Parents will be considered partners with the School in developing, reviewing, and revising the plan for their child. The role of parents in developing such plans will include:

- providing critical information regarding the strengths of their child;
- expressing their concerns for enhancing the education of their child; and
- participating in discussions about the child's needs.

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

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

Implementation

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

Services and Instructional Strategies

The School will offer various services to meet the needs of the student. These services may include, but are not limited to, specialized courses, acceleration, ability grouping, modifications of content through differentiated curriculum, career exploration and goal setting integrated into the curriculum, curriculum compacting, enrichment, social skills development and/or counseling, and real-world immersion activities (i.e., science and social studies fairs, exhibits, academic competitions, and mentoring).

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

Evaluations

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

PAL will offer various services to meet the needs of the student based on the plan. These services may include, but are not limited to,

- Elementary School (K-5) Program
 - *Acceleration* – e.g., enrichment and world immersion activities (i.e., science and social studies fairs, music and art exhibits, academic competitions, mentoring, career exploration, and goal setting integrated into the curriculum);
 - *Differentiation* – e.g., curriculum compacting, modifications of content through differentiated curriculum; and
 - *Ability grouping* – e.g., specialized courses, real social skills development, and/or counseling.
- Middle School (6-8) Program
 - PAL will offer accelerated content area courses (Mathematics, Science, Social Studies, and/or English Language Arts) and/or State-approved middle school elective courses.
 - All of the students in the course are eligible for services and the teacher is endorsed to teach gifted and talented students, or on an approved waiver to complete the gifted and talented endorsement.

Enrichment Opportunities

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

- *Acceleration* – e.g., enrichment and world immersion activities (i.e., science and social studies fairs, music and art exhibits, academic competitions, mentoring, career exploration, and goal setting integrated into the curriculum);

- *Differentiation* – e.g., curriculum compacting, modifications of content through differentiated curriculum;
- *Ability grouping* – e.g., specialized gifted and talented courses, real social skills development, and/or counseling; and
- *Extended Learning Opportunities* – After-school enrichment programs and clubs. All students will be included in the data driven instruction model (Data Methods and Systems) to ensure that all students are making academic progress even those who are performing at or above grade level.

Promotion / Retention

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

Additionally, the Data Team will identify students that may need to be part of the RtI process. If the Data Team and classroom teacher should identify a struggling student that may be in need of retention, they will be referred to Pupil Promotion/Retention Team by the end of the first semester.

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

The Pupil Promotion/Retention Team will review the data and make a recommendation or promotion to the next grade level or retention. The Team will then meet with the parent/guardian to discuss the data, recommendation, and social emotional concerns, and the options for their student. The team along with the parent will make a decision to promote or retain the student.

PAL will comply with state and federal laws regarding the students with disabilities and IDEA in the case of students who are twice exceptions, e.g., they are both Gifted and Talented and they have an IEP.

Professional Development Plan

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

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

- *Pinecrest Academy Instructional Model* – This training will be provided by current Pinecrest Academy instructional staff across the Pinecrest system and will focus on the Pinecrest Instructional Model, provide classroom-level scope and sequence instruction including individual lesson plan materials for the classroom including, adopted curriculum, positive behavior support, supporting special needs students including ELL and GATE learners.
- *Data Analysis* – Teachers will acquire skills necessary to implement data-driven instructional decisions. This training will also provide teachers with the necessary skills for administration of school-wide adopted assessments.
- *Vertical Alignment (by subject and grade level)* – Teachers will be permitted common planning time by department in order to correctly align courses by quickly assessing what students mastered in preceding grades and focusing on building skills and knowledge. This

will eliminate the common problem of consuming valuable instructional time with unnecessary reviewing and re-teaching of skills that have already been mastered.

- *Horizontal Alignment (by grade level)* – The School will encourage teacher collaboration and cross-curricular planning by allowing all teachers of a common grade level to address specific subject matter following the same timeline. Such alignment is crucial in school systems dealing with state-mandated, standards-based assessments. It also allows students to see interdisciplinary connections.
- *Building Emotional Intelligence* – This training will provide teachers with the positive behavior support for social emotional learning of our students.
- *STEAM* – This training will provide support to teachers on incorporating STEAM activities into daily instruction.
- *Ongoing Professional Development* – The primary venue for ongoing professional development will be during staff meetings. Planning in-service training will be the responsibility of the Principal based primarily on student achievement data (which can be measured through i-Ready assessments) and behavioral management issues. Secondly, in-service training will provide opportunities to introduce or reinforce concepts taught in Summer Institute. Teachers with unique experience (e.g., reading therapy, special education, etc.) will be asked to lead in-service training when appropriate. Ongoing training topics will include the following:
 - Using Student Information Systems
 - Managing IEP and 504 students and records
 - State Commission Performance Framework
 - AdvancED Accreditation
 - CMAS Administration Training
 - Data reviews
 - Maximizing i-Ready

In addition to on-site professional development opportunities, PAL plans to send instructional staff to content-specific conferences. The expectation when attending these events will be for the

attending staff to bring information back to the site and provide professional development to other teachers. These conferences may include:

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

II. FINANCE & FACILITIES PLANS

Fiscal Philosophy and Spending Priorities

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

The Governing Board recognizes its responsibility to establish an unreserved fund balance in an amount sufficient to:

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

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

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

PAL has presented a fiscally conservative budget for their first three years of operation as well as a breakeven budget for their first year of operation in case student enrollment comes in lower than

expected. PAL's largest fixed costs are salaries and benefits with categories such as educational program items, technology, furniture, and supplies fluctuating with student enrollment. This is no surprise as the largest fixed cost is the most important; in order to successfully implement an educational program, being able to hire and retain dedicated school staff is our top priority. Please see [Appendices A1 – A4](#) for additional financial and budgetary information.

Utilizing Academica's standing relationship with the lending institution Vectra Bank will allow PAL to lease all their furniture, fixtures and equipment (FFE) and curriculum in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of the 48 months or an early purchase option in the 45th month for a 6% residual. [Please see Appendix F4: Vectra Sample Lease.](#) The proposed campus will likely enter into a lease agreement in their first year of operation. PAL budgets \$1,000 per student to outfit the entire school in its first year of operation at a 5% interest rate over four years. The budget reflects projected FFE costs for the first three years of operation, these projected totals are divided into the three equipment categories: curriculum, technology, and furniture/fixtures.

Transportation and Food Service Plans

PAL will look to provide transportation to and from school and will contract out the service in its first few years. The budget has been based on rates paid by schools working with Academica. The budget reflects the transportation allowance of 60% of the projected transportation expenses. The transportation expenses are assumed at \$250 per route per day, for 180 school days; utilizing one route for the first two years of operation, increasing to two routes in the third year of operation. Once established, PAL's Governing Board will seek the appropriate bids for a bus transportation provider in compliance with Idaho Code.

Based on metrics in the [Idaho Report Card](#) for the Lewiston Independent District, PAL projects that approximately 31% of the student population will come from Low Income Families who may be eligible for free and reduced-price lunch. Standard kitchen equipment is factored into the amount of the anticipated building space and may include an oven, warming cabinet, double-door refrigerator, and single-door freezer. These items are included in the School's anticipated FFE lease mentioned above. Additional start-up expenses may include food thermometers, a prep table, oven mitts, single-use gloves, and other miscellaneous kitchen supplies.

Administrative costs are minimal and may include a date-stamp, envelopes, and mailing stamps.

The School is looking into several options on how to best implement the NSLP. First, we will seek to contract with a Vendor/School District to prepare specified meals under the NSLP. The School will also contact local restaurants to see if any of them would be interested in serving the School. If neither of these are possible, the School will evaluate the best way to implement it internally. The School will administer the application process for all free and reduced-price meals and will submit claims for reimbursement to the State. The budget assumes that meals will be paid for by students not eligible for these programs. The amount of \$3,000 has been budgeted in Years 1 - 3 for any potential overages or one-time costs associated with providing food services. The operating costs associated with this expense are based on experience with similarly sized schools in other markets and initial consultations with food service providers in the Lewiston area.

Financial Management and Monitoring Plan

As mentioned above, PAL's Governing Board will oversee all aspects of the fiscal management of the School. The auditors, accountants, and management organization retained by the Board, will work as a team to develop financial statements and accounting reporting templates to ensure compliance with the state and federal reporting guidelines.

Additionally, PAL intends to contract with a highly-experienced education management organization (EMO), Academica, for comprehensive, professional management of non-academic school functions. Academica's goal is to provide support to relieve charter schools from the administrative and compliance burdens that would otherwise detract from their educational mission. Academica was selected by the Governing Board based on Academica's long-term success serving a variety of student populations to help charter schools achieve academic excellence. Please see [*Appendix E F1: Education Service Provider*](#) for additional information.

Academica Nevada began in 2010 working with parent groups, community leaders, non-profit organizations, and public charter schools to replicate successful models of high-performing schools. Since its inception, Academica's mission has been to give students from all backgrounds and socio-economic groups access to free, high-quality public education.

Academica supports high-performing public charter schools by providing management services in various non-academic areas so that schools can focus on their most important function: educating children. For instance, Academica provides charter schools with comprehensive assistance with the following non-academic school functions:



Figure 4. Academica's Non-Academic Management Services

In addition to Las Vegas and Reno, Academica Nevada currently has additional offices to provide comprehensive non-academic support to public charter schools in Arizona (*Somerset Academy* and *Sports Leadership & Management*), Colorado (*CIVICA Academy*, *Doral Academy*, and recently-approved *American Legacy Academy*), and Idaho (*Doral Academy* and *Pinecrest Academy*).

Academica supports schools dedicated to helping students achieve their highest potential, giving each school network and teacher the autonomy to design a classroom that fits their students' needs. These public charter schools are led by dynamic principals who have the flexibility to create a school culture that fosters student performance while creating pedagogical diversity. School networks integrate social emotional learning, leadership, English language learner education, athletics, STEAM, arts, college placement, and Career Technical Education (CTE) into curriculum that meets the student needs of their specific community.

The following figures demonstrate Academica's substantial increases serving Nevada students who are eligible for free or reduced-price lunch ("FRL") (*Figure 5*), ELLs (*Figure 6*), and students with special needs (*Figure 7*).¹⁷

¹⁷ *This select data for student performance at Nevada charter schools was included in this "Financial Management and Monitoring Plan" section of the charter application simply to demonstrate that students can achieve their potential in academic excellence where Academica's comprehensive, professional management of non-academic functions permits governing bodies and school leaders the autonomy to design high-performing charter schools.*

It is important to note that similar relevant data related to Idaho charter schools supported by Academica, such as Pinecrest Academy of Idaho and Doral Academy of Idaho, was not included in this or other sections of the charter application due to the limitations identified in footnote 4, supra. That is, based upon the Data Notes and Redaction Rules for the 2021 ISAT Assessment Results, the various Policies and Procedures promulgated by the Data Management Council designed to protect student privacy make it effectively impossible to quantify the proficiency results for small student population groups.

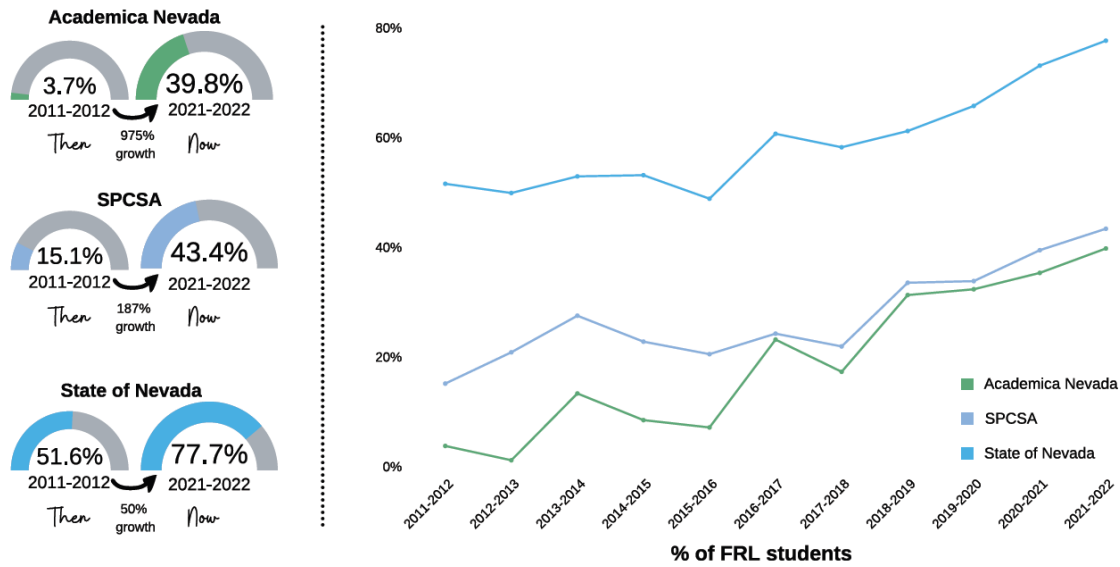
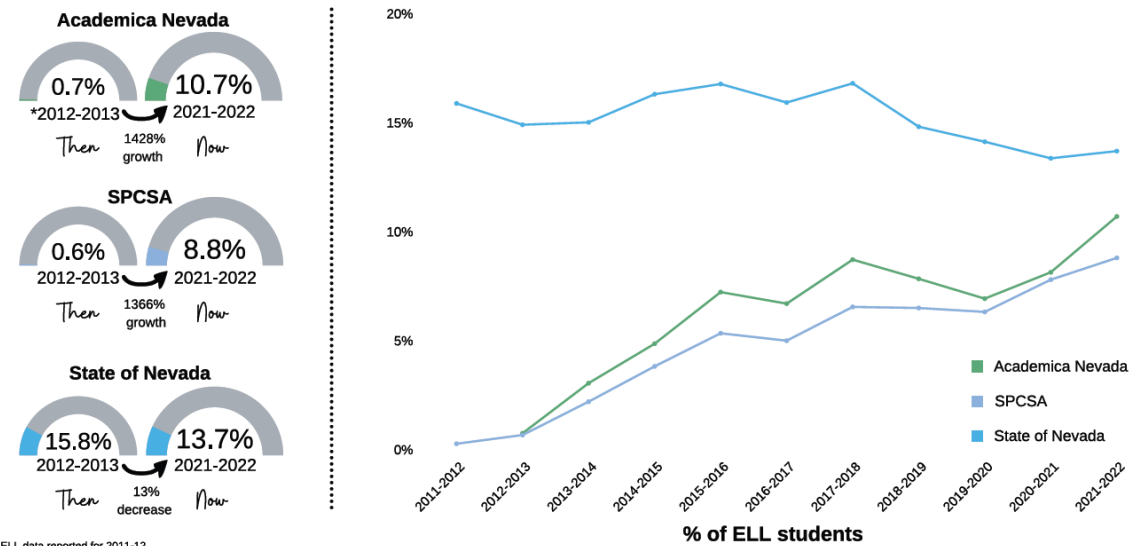


Figure 5. Academica's Growth Serving FRL Qualifying Students



*No ELL data reported for 2011-12

Figure 6. Academica's Growth Serving English Language Learners

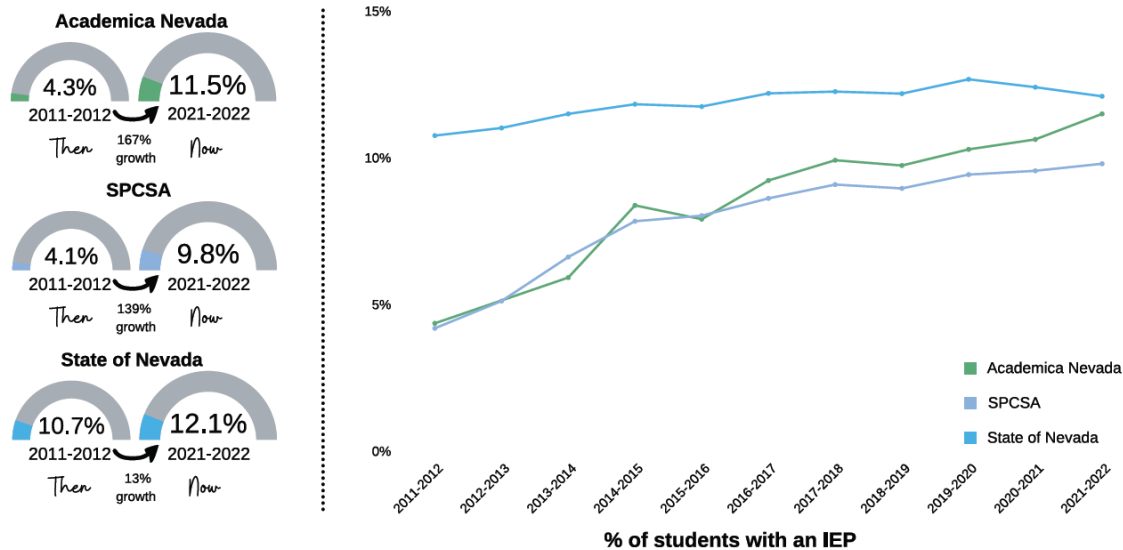


Figure 7. Academica's Growth Serving Students with Special Needs

Academica supports schools dedicated to helping students achieve their highest potential, giving each school network and teachers the autonomy to design a classroom that fits their students' needs. The entire Academica network provides comprehensive non-academic support to more than 200 public charter schools in more than 20 states, serving more than 150,000 students. The supported schools provide excellent educational outcomes.

The following information comes from Nevada, where Academica provides non-academic support to over 30,000 charter school students in 25 schools spanning 6 different charter school networks.

Figure 8 demonstrates Academica's growth in Nevada over the past eleven years.

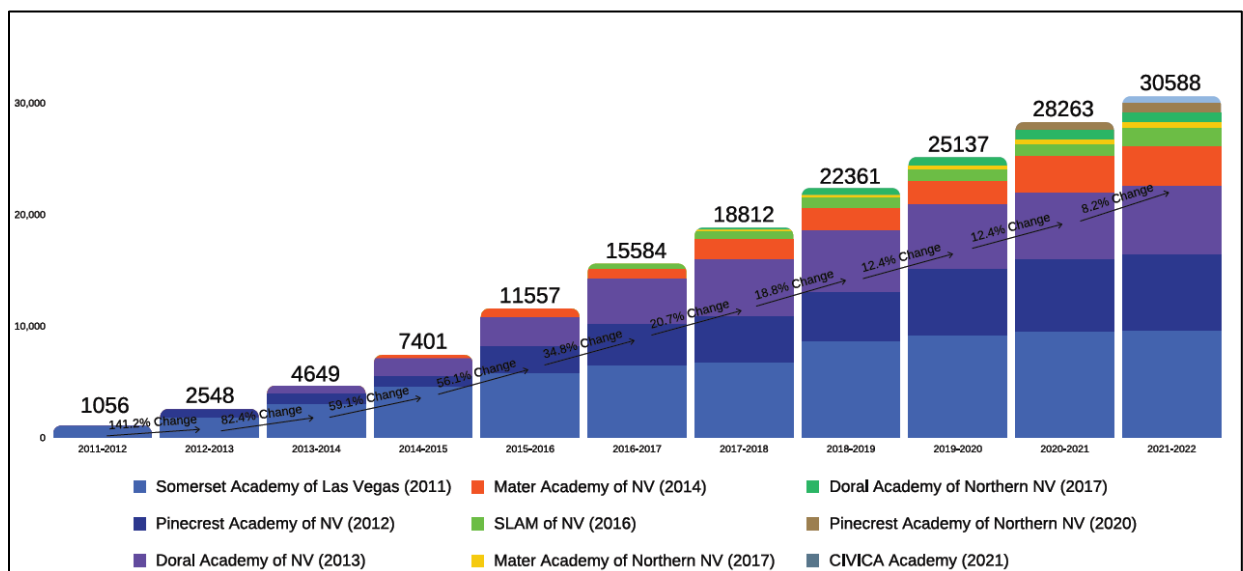


Figure 8. Enrollment Growth by Charter Network

Based on 2011-2020 data from the Nevada Department of Education (“NDE”) Nevada Report Card, 2021-22 State Data from SPCSA Enrollment Presentation (December 3, 2021), and 2021-22 ANV Data from Infinite Campus (January 12, 2022), Academica-supported schools in Nevada are recognized for their achievements of excellence in education.¹⁸ For example,

- Academica-supported charter schools in Nevada graduated more than 97% of their students in the Class of 2021.

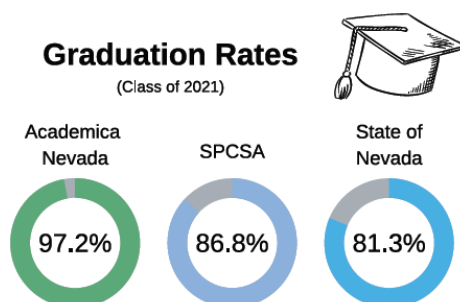


Figure 9. Academica Graduation Rates

- For the 2018-2019 school year, 81% of Academica-supported schools in Nevada were rated as either 4- or 5-star schools.¹⁹

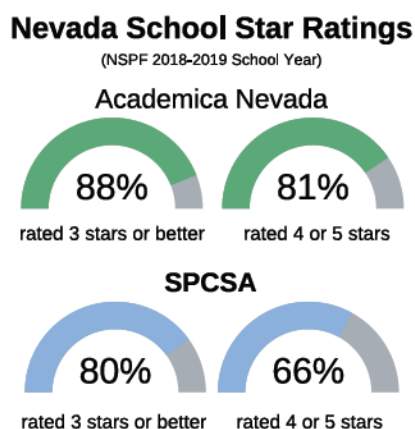


Figure 10. Academica Nevada School Star Ratings

¹⁸ “SPCSA” refers to the State Public Charter School Authority and includes public charter schools in the State of Nevada authorized and overseen by that state agency.

¹⁹ A 4-star rated school recognizes a **commendable** school that has performed well for all students and subgroups. A four-star school demonstrates satisfactory to strong academic performance for all students, and the school’s graduation rate meets expectations. The school does not fail to meet expectations for any group on any indicator.

A 5-star rated school recognizes a **superior** school that exceeds expectations for all students and subgroups on every indicator category with little or no exception. A five-star school demonstrates superior academic performance and a superior graduation rate. The school does not fail to meet expectations for any group on any indicator. These schools are recognized for distinguished performance.

- For the 2018-2019 school year, multiple Academica-supported schools made the Top 10 rated public schools in Nevada (including four Pinecrest Academy campuses).

Top 10 rated public schools in Nevada

(NSPF 2018-2019 School Year)




Elementary Schools

- #1 Somerset Sky Pointe
- #2 Doral Cactus
- #3 Doral Northern Nevada
- #5 Doral Red Rock
- #6 Pinecrest Inspirada

Middle Schools

- #1 Pinecrest Inspirada
- #4 Doral Cactus
- #4 Pinecrest St. Rose
- #4 Somerset Lone Mountain
- #9 Doral Pebble
- #10 Pinecrest Cadence

Title 1 Middle Schools

- #2 Mater Mountain Vista 
- #5 Mater Northern Nevada 
- #10 Mater Bonanza 

*By total points on NSPF framework

Figure 11. Academica Top 10 Rated Charter Schools

- For the 2018-2019 school year, four Academica-supported schools were designated as Nevada Shining Stars.

Nevada Shining Stars

(NSPF 2018-2019 School Year)





- #1 Mater Mountain Vista MS 
- #3 Mater Northern Nevada MS 
- #5 Mater Mountain Vista ES 
- #6 Mater Bonanza MS 

Figure 12. Academica Shining Stars

- In 2021, the Academica-supported Pinecrest Inspirada campus became the first public charter school in Nevada to receive the prestigious National Blue Ribbon education award in the category of Exemplar High Performing Schools.

National Blue Ribbon School

(2020-2021)

Pinecrest Inspirada



Figure 13. Academica Blue Ribbon School

The fee schedule described in [Table 5](#) below will be charged annually to PAL in consideration of Academica’s professional management services. An early relationship with Academica Idaho allows PAL to have some financial flexibility during its initial growth phase. The budget presented includes the following Academica Management Fee schedule:

Table 5. Academica's Management Fee Schedule

STUDENT COUNT	MANAGEMENT FEE
175 or Less	-
176 - 225	\$10,000 (flat fee)
226 - 325	\$75 (per student)
326 - 425	\$150 (per student)
426 - 525	\$225 (per student)
526 - 624	\$300 (per student)
625 or more	\$450 (per student)

If needed, Academica may provide PAL with a \$25,000 start-up loan for operational expenses in their first year of operation. This loan will be a non-recourse loan at an interest rate of 5% over 36 months. There is no prepayment penalty with this loan. [Please see Appendix F5: Promissory Note with Amortization Schedule as an example of a draft promissory note.](#)

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

The governing body, through the Board Treasurer, will receive and accept financial reports that include monthly bank statement reconciliations, estimates of expenditures for the general fund in comparison to budget appropriations, actual receipts in comparison to budget estimates, and the charter school's overall cash condition. Supplementary reports on other funds or accounts will be furnished upon request of the governing body or administrator. Appropriate staff will be available at any Governing Board meeting, upon the governing body's request, to respond to questions, and to present current financial information. The administrator will notify the governing body at any time of substantial deviations in the anticipated revenues and/or expenditures.

The School Principal will be responsible for assuring budget allocations are observed and that total expenditures do not exceed the amount allocated in the budget. The Board will look to outsource payroll processes to a 3rd party vendor. Preparation of payroll, including time schedules and payroll periods, will be done in accordance with each employee's agreement with the School. Employee health, accident, dental, and other types of insurance will be provided as outlined in the agreements. Mandatory payroll deductions will be withheld as required by state and federal law.

The person designated to draw all orders for the payment of monies belonging to the charter school is the Principal, and the Principal will work closely with the EMO. All claims for payment from charter school funds are processed by Academica in conformance with charter school procedures. Payment is authorized against invoices properly supported by approved purchase orders with properly submitted vouchers approved by the governing body.

PAL intends to adopt and comply with the Idaho Financial Accounting Reporting Management System (IFARMS) developed by the Idaho Department of Education. The function of charter school purchasing is to serve the educational program by providing the necessary supplies, equipment, and services. The governing body will ~~appoint~~ utilize the principal as a purchasing agent. He/she will be responsible for developing and administering the ~~charter~~ school's purchasing program. Any officer or member of the governing body may incur no obligation unless that expenditure has been authorized in the budget or by governing body action ~~and/or governing body~~ policy.

In all cases, the expenditure of charter school money (except payroll) will require compliance with a requisition and purchase order system. Unless authorized by the administrator, no purchase will be authorized unless covered by an approved purchase order. No bills will be approved for payment

unless purchases were made on approved orders. The administrator will review bills due and payable for the purchase of supplies and services to determine if they are within budget amounts. After appropriate administrative review, the administrator will direct payment of the just claims against the charter school. The administrator is responsible for the accuracy of all bills and vouchers.

Additionally, Pinecrest Academy of Lewiston (“Licensee”) will enter into a Trademark License Agreement with Pinecrest Academy, Inc. (“Licensor”). Pinecrest Academy, Inc. grants Pinecrest Academy of Lewiston a non-exclusive, non-transferable, royalty-free license to use the trademark in connection with the development and establishment of the school of Pinecrest Academy of Lewiston in the State of Idaho. The budget reflects this agreement as the Pinecrest Academy, Inc. Affiliation Fee. This fee is 1% of state unrestricted revenue, half of which goes back to the school for Professional Development use and the other half paid to Pinecrest Academy, Inc. for its collaboration, accreditation, and support. The budget reflects only the Professional Development half of the expense in PAL’s first few years of operation. The half of the fee paid to Pinecrest Academy, Inc. will be charged once PAL is financially able to sustain its cost. Please see [*Appendix F3 H – Pinecrest Affiliation Agreement*](#) for more information.

Facilities Plan

PAL is actively searching for facilities options within its target community. Based on its proposed enrollment configuration, the School’s eventual facility need is no more than 38,000 square feet at full build-out by year 5 of the charter. It is important to note that PAL’s enrollment plans assume a slow growth model starting with a maximum of 300 students and expands by a grade per year with some modest adding of additional sections in existing grades.

PAL is currently in discussions with the Boys & Girls Clubs of the Lewis Clark Valley related to the Clubs’ recent purchase of five buildings, including Booth Hall locating in Lewiston’s historic Normal Hill neighborhood, from the Lewiston school district. This proposed location is within the School’s target community. This site includes more than twelve (12) classrooms, administration offices, cafeteria area, full size gym, commercial kitchen, outdoor play area, and large parking area. The School would work with its architect to ensure the building meets all facility codes necessary to operate a public charter school. PAL will look to enter into a short term lease, 2-3

years, with a lease extension option, with the Boys & Girls Club. The facility includes additional classroom space the School may expand to use with additional enrollment interest.

PAL will look to construct a long-term facility after its first or second year of operation. For its long-term facility, PAL will look to build a facility that accommodates the School's enrollment at full capacity of 510 students. PAL estimates that the long-term facility it constructs will include 60-75 square feet of space per student with a large outdoor field area. The School is in discussions with groups such as Hawkins Companies, Galena Fund, and Building Hope, among others, about purchasing a facility and creating a stair-step rent schedule that would allow the School to build up enrollment until it can afford a full rent payment. The lease for a long-term facility will include a purchase option to allow the School to purchase the facility once the School has established credit.

PAL is also currently in preliminary discussions with leaders from the Boys & Girls Clubs of the Lewis Clark Valley which are subject to further development upon receipt of evidence of an approved charter. Until a charter is granted, a specific arrangement cannot be established. At this time, however, the founding team has begun steps that will facilitate the process once a charter has been awarded. Our preliminary exploration indicates that gross rent will cost approximately \$1,000 per student per year at the Boys & Girls Club facility.

Please see *Appendix A5 B1: Facility Options 1* for additional information.

III. Board Capacity & Governance Structure

Governance Structure

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

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

The officers of the Governing Board will include a Chair, Vice Chair, Secretary, Treasurer, and such other officers as the Board will deem necessary to elect. The Board will elect and appoint all officers at the annual meeting of the Board. Officers will serve a one-year term and may serve consecutive terms in any office. The officer responsibilities are as follows:

- *Board Chair* – The Chair will preside at all meetings of the Board. The Chair will possess the power to sign all certificates, contracts, or other instruments of the School that are approved by the Board.
- *Vice Chair* – In the absence of the Chair, or in the event of the Chair’s disability, inability, or refusal to act, the Vice Chair will perform all of the duties of the Chair and will have all of the powers of the Chair. The Vice Chair will have such other powers and perform such other duties as may be prescribed from time to time by the Board or by the Chair.
- *Secretary* – The Secretary will keep the minutes of the Board with the time and place of holding, whether regular or special and if special, how authorized, the notice thereof given, the name or names of those present at the Board meetings and the proceedings thereof. The Secretary will give notice of all the meetings of the Board required by law.
- *Treasurer* – The Treasurer will have oversight responsibility and adequate and correct accounts of the properties and business transactions of the School, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account will

at all times be open to inspection by any Board member. The Treasurer will be charged with safeguarding the assets of the School and he or she will sign financial documents on behalf of the School in accordance with the established policies of the School. He or she will have such other powers and perform such other duties as may be prescribed by the Board from time to time.

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

- At least two parents of enrolled students;
- An active or retired licensed educator;
- An individual with expertise in the areas of accounting and/or finance; and,
- An individual with expertise in the areas of law and/or human resources.

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

Governing Board

The policies, procedures, powers, and duties by which the Board will operate are detailed in the attached bylaws. A brief overview of those powers include:

- Ratify the School's mission and vision statements, and any modification thereof;
- Establish and approve all major educational and operational policies;
- Develop and approve an annual budget and financial plan;
- Approve any management, operational, and service contracts;
- Exercise continual oversight of the charter school's operations;

- Select an independent accountant to perform an annual audit, and review and approve the audit report; and
- Hire and supervise an administrator who will oversee the day-to-day operations of the charter school.

Additionally, Board members will:

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

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

School Principal

The School Principal, hired by the Governing Board, will be responsible for all aspects of day-to-day administration of the school within the scope of operating policies, procedures, and budgetary functions as adopted and approved by the Board. The Principal will delegate duties to administrative support staff to ensure that daily operations, resources, policies, and procedures are being implemented in accordance with the School's mission. Please see [*Appendix D E2: School Administration & Organization Chart*](#) [*Principal Job Description*](#) for additional information.

The Principal will hire, oversee, and evaluate faculty and staff. The Principal will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the school including procedures for curriculum and instruction, classroom management, faculty and staff evaluation, data analysis, testing, support services, parental communication, professional

development, discipline, community outreach, oversight of facilities, and internal financial controls.

The Principal will report to the Board on the School's operations and finances and is expected to communicate with the Board as often as needed by the school or Board members to ensure the School's successful operation. The Board will conduct an annual evaluation of the School Principal. Please see *Appendix F2 E3: Principal Evaluation Framework* for additional information.

Teachers and Staff

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

Educational Management Organization

PAL will be contracting with Academica as its EMO. Academica's management services are designed to allow the Principal and the Governing Board to focus on day-to-day school operations. Academica's services include, but are not limited to,

- Assisting the Board in creating budgets and financial forecasts;
- Assisting the Board in preparing applications for grant funds;
- Monitoring and assuring compliance with all state reports²⁰;
- Assisting the Board in locating and securing a school facility;
- Maintaining the financial books of the school;
- Assisting with systems development;
- At the Board's direction, preparing agendas and posting notices of all Board meetings;
- Providing human resources-related services such as contract preparation and review and,

²⁰ *Academica's contractual obligation to provide the board with comprehensive, professional management of non-academic functions includes the submission of various reports to Idaho's Department of Education. School leadership on behalf of the board will either prepare and/or approve all reports prior to being submitted by Academica to the state. Therefore, no conflict of interest exists.*

if necessary, dispute resolution; and

- Assisting the Board in renewing the School's charter.

Board Member Qualifications

PAL's founding Board consists of a diverse group of people that meets the experience and skills necessary to successfully oversee the School as detailed more fully below:

- *Anna Wilson* – Anna Wilson earned her Bachelor's degree in Mathematics from Fresno Pacific University and has been teaching in both public and private schools grades 7-12 since 2006. For the past three years Anna has been a virtual math teacher for Kenai Classical in Soldtna, Alaska. She is currently a virtual math teacher for Edmentum teaching for EdOptions Academy, which serves students grades 6 – 12 and has students all over the world.
- *Royal Toy* – Royal Toy is originally from Boulder, Colorado. He currently serves as the director of Pathways for Accelerated Certification and Endorsement (PACE) programs and is focused on the development of opportunities and providing access for all people who are interested in becoming teachers. Dr. Toy holds an Ed.D. in Special Education with a minor in Statistics & Research Methodology. His masters is in Special Education – Teaching the Gifted & Talented. He is also passionate about Music & Art with a Bachelor's in Music Education, minor in drawing, and an Associate degree in Graphic Design & Illustration. He has also served as director of various summer programs for students (K-12) and continues to be active in national and international organizations through publication, presentation, and work on committees and in leadership.
- *Paul Merrill* – Paul Merrill is the founding member of Palantir Solutions, LLC, a firm dedicated to assisting individuals engaged in cost effective alternative dispute resolution. He graduated from the University of Idaho College of Law in 2019 and is licensed to practice in Idaho and Washington. Mr. Merrill gained trial experience and mediation experience at the law firm of Creason, Moore, Dokken & Geidl, PLLC, in Lewiston, Idaho. Mr. Merrill engaged in estate planning, real estate transactions, probate/trusts, guardianships/conservatorships, elder law, and family law. As a result of his experiences, he opened Palantir Solutions in order to serve the needs of the legal community and the

local general population in providing effective and efficient mediation services. Mr. Merrill received his bachelor's degree in nursing from Lewis-Clark State College and was commissioned as an Army Officer after completing the Army Reserve Officers Training Corps (ROTC) program at the University of Idaho in 2011. Mr. Merrill served as an Army Nurse Corps Officer from 2012-2016 and was stationed in Germany throughout his time in service.

- *State Representative Mike Kingsley* – State Representative Mike Kingsley has a diverse background in entrepreneurship and businesses. After graduating from Lewiston High School, Mike went on to pursue a radio career serving as a disc jockey at many radio stations across Idaho and Colorado. Mike later returned to Lewiston, Idaho where he was offered the program director position of a new radio station. Mike also started his first business, Valley Roof Cleaning, around that time. He later built a Chem-Dry franchise with his father which expanded into a new territory in Michigan where he relocated. As their love for Idaho kept calling them home, Mike and his wife returned to Lewiston where he continued his entrepreneurial endeavors with Clearwater Chem Dry, King Service and Construction, 123 Floor, and the Paint Warehouse.

In 2016, Mike successfully ran for the State Legislature. Mike currently serves in District 6, House Seat B and will be the new Legislator in District 7, House Seat A.

Finally, Mike has also served on several local community boards in the Lewis Clark valley, such as the Lewiston Gun Club; founder of the Red Cross advisory board in Lewiston; served on Lewis-Clark State College business division advisory board, Tri-State Hospital board, Lewiston Air Quality commission, and Region 2 Behavioral Health board; as well as assisted with the establishment of First Steps 4 Life recovery center in Lewiston.

- *Nate Hercula* – Nate Hercula currently serves as Pastor of Family Ministries at CrossPoint Alliance Church in Lewiston, Idaho. As the son of a pastor, Nate moved a dozen times before graduating high school and has attended both large and small public and private schools, and was even home-schooled for a time. After pursuing architecture as a hobby and potential vocation, Nate ultimately received his calling as a pastor. Nate obtained degrees in Pastoral Leadership and Christian Studies from Crown College in St. Bonifacius, Minnesota. As a dad, Nate desires to make a lasting positive impact on the next

generation and is passionate about developing young leaders through a challenging education experience.

Please see [*Appendix € D: Board of Directors Resumes*](#) for additional information.

Transition Plan

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

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

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

Board Member Recruitment and Training

The Governing Board strives to maintain a Board that possesses the breadth of knowledge and experience to effectively support and direct the operation of the School, as well as representing the school community. The bylaws outline that the Board shall seek to have the following minimum Board competencies:

- At least two parents of enrolled students;
- An active or retired licensed educator;
- An individual with expertise in the areas of accounting and/or finance; and,
- An individual with expertise in the areas of law and/or human resources.

As vacancies arise, the Board will search for the best-qualified candidates to maintain compliance with the Board's bylaws. The Board will develop a written job description of the qualifications

and will advertise vacancies by posting the description on the School’s website and other free or low-cost venues. The Board will also disseminate it through direct communication to the parents of all enrolled students, requesting referrals of individuals with the requisite skills, beliefs, and behaviors necessary to be effective and engaged Board members. Individual Board members will also circulate the notice within their professional communities and will actively seek out opportunities to broaden our networks to recruit individuals who reflect the broader community and believe in our mission and vision. Notice of the Board’s intentions to elect new members will be included in the agenda for that meeting and publicly announced in accordance with open meeting requirements. Newly created Board member positions resulting from an increase in the number of Board members comprising the Board, and all vacancies occurring on the Board for any reason, will be filled by a vote of the majority of the members in office at a duly organized meeting of the Governing Board.

At least one of the current committee to form members (Anna Wilson) attended this year’s Charter Start! 101 Virtual Workshop conducted by the Idaho Department of Education’s Office of School Choice on Thursday, March 17 and Friday, March 18, 2022. The two-day workshop covered topics on ethical and effective Board governance, the charter petition process, charter school financing, accountability, and other topics relevant to starting a governing a new charter school. Between January and August 2023, the Board will participate in additional trainings that cover open meetings law, public records request, Governing Board roles and ethics, financial oversight, school leader evaluation, and academic achievement data analysis.

At the conclusion of the first year, and annually thereafter, the Board will participate in a Board retreat. The retreat will be a time to analyze ISAT scores and other assessment data from the prior year; complete a Board self-evaluation; develop/modify a strategic plan; and set measurable performance goals for the Principal based upon his/her last year’s performance review, student achievement and growth, school system health, and leadership. The self-evaluation will use an evaluation tool to rate the Board’s performance on factors including:

- A solid Board foundation (well-drafted charter contract and Board bylaws, financial and legal status clear and well-understood, strategic plan in place)
- Board operations (new members oriented, members collectively possess a range of expertise, meetings well-planned with clear agendas, strong Board Chair, meeting norms,

minutes are taken and promptly approved, members prepare for meetings and participate constructively, process in place for addressing ineffective, destructive, or absent Board members, committees have clear scope)

- Relationship with Principal (clear performance goals in place, plan for succession, Board has understanding with staff regarding Board vs. Principal responsibilities)
- Budget/Finance (adopts annual budget, monitors budget throughout the year, contracts with independent auditor, adopted a long-term financial plan, fiscal management policies in place, Board oversees fundraising activities)
- Student Achievement (Board has adopted student achievement goals, assessment data is reviewed and analyzed by the Board throughout the year, school reports on student achievement to authorizer)

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

IV. STUDENT DEMAND & PRIMARY ATTENDANCE AREA

Primary Attendance Area and Community Support

As a public charter school, Pinecrest Academy of Lewiston is open to all residents in the State of Idaho. However, PAL's target attendance area will focus on families and students in the Lewiston, Idaho community. PAL's proposed school facility, for at least its first year of operation, will be located at the Boys & Girls Clubs of the Lewis Clark Valley newest facility located in the historic Normal Hill neighborhood on 9th Ave., Lewiston, Idaho 83501.

In order to determine the primary attendance area, our committee to form focused on the traditional public elementary and junior high schools located in the Lewiston community. The school district zoning boundaries of these schools will define the primary attendance area for the purpose of identifying students who are eligible for the relevant preference in PAL's enrollment lottery. Those Lewiston schools include the following traditional public elementary and junior high schools:²¹

Table 6. Enrollment of Lewiston Elementary and Junior High Schools

School Name	Grades Served	Total Enrollment
Camelot Elementary School	K - 5	371
Centennial Elementary School	K - 5	348
McGhee Elementary School	K - 5	265
McSorley Elementary School	K - 5	264
Orchards Elementary School	K - 5	269
Webster Elementary School	K - 5	265
Whitman Elementary School	K - 5	279
Jenifer Junior High School	6 - 8	498
Sacajawea Junior High School	6 - 8	505

Pinecrest Academy of Lewiston will present the families in this community with a high-quality school choice option for their students.

Student Demand and Population

Based on the most recent academic performance information, some of the student populations at Lewiston's traditional public schools have struggled with significant achievement gaps as demonstrated in [Chart 1](#) below:

²¹ The enrollment numbers included in this table are based on the [School List](#) of the Lewiston Independent District as maintained by the Idaho State Department of Education.

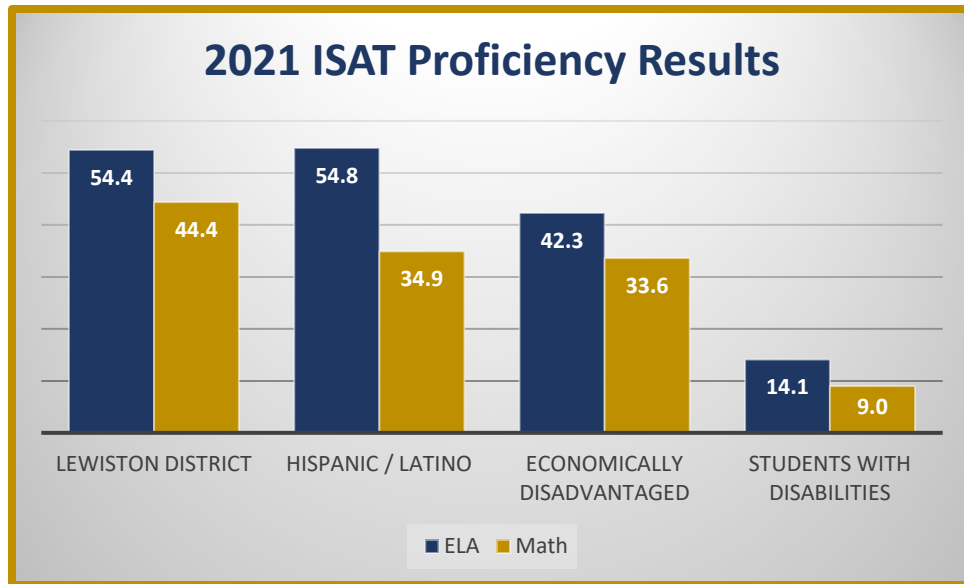


Chart 1. 2021 ISAT Proficiency Results

The proficiency scores shown in [Chart 1](#) above include the results of all students in the Lewiston school district for each of the respective categories of students, including students from Lewiston High School and Tammany High School, even though PAL does not currently anticipate enrolling high school students in its proposed charter school.

Based on these 2021 ISAT results, 54.4% of the traditional public school students in the community demonstrated proficiency in English Language Arts (ELA) while only 44.4% demonstrated proficiency in mathematics. Moreover, these proficiency results are generally lower when examining specific student subgroups, such as Hispanic/Latino students, economically disadvantaged students, and students with disabilities.

Due to various federal and state laws, regulations, and rules, it was necessary for the Idaho Department of Education to redact information for certain student populations (e.g., Asian or Pacific Islander, Black / African American, Native Hawaiian / Other Pacific Islander, Migrant, Limited English Proficiency, and Foster) in order to protect student privacy.

These student proficiency results demonstrate a need for families and students in the Lewiston community to attend a quality school with a rigorous and unique approach to preparing students for success in life. The educational philosophy at Pinecrest is anchored by the key areas of collaboration, communication, creativity, and critical thinking. These four skills have been identified by Partnership for 21st Century Skills as “super skills” necessary to thrive in the future. Pinecrest’s educational model ensures that achievement gaps are closed and that every student

progresses using research-based strategies and curriculum that have proven effective for students at all levels, but especially for at-risk students. By providing students with Pinecrest’s STEAM and Blended Learning program, students will become competent global citizens who are college- and career-ready.

Pinecrest Academy of Lewiston is a replication of the highly successful Pinecrest Academy charter school network located in both Nevada and Florida. This network has demonstrated success with diverse, at-risk student populations, including students eligible for Free or Reduced-Price Lunch (FRL), ELL students, and Students with Disabilities.

Table 7. Student Demographics of Special Populations

School	ELL %	FRL %	IEP %
State of Idaho ²²	6.0	35.0	11.0
Lewiston ²³	1.0	31.0	12.0
Pinecrest ²⁴	2.0	23.4	9.5

Moreover, the Pinecrest Academy network of schools in Nevada provides a close representation of the expected student demographics demonstrating that the network’s success can be replicated in the Lewiston community.

Table 8. Student Demographic Information by Race/Ethnicity

School	Asian %	Black / African American %	White %	Hispanic / Latino %	American Indian / Alaskan Native	Two or More %	Pacific Islander %
State of Idaho ¹⁷	1.1	1.1	74.4	18.9	1.0	3.1	0.3
Lewiston ¹⁸	0.5	0.4	87.7	4.1	1.3	5.7	0.2
Pinecrest ¹⁹	10.5	6.3	42.0	27.2	0.4	11.6	2.1

In short, PAL recognizes that these demographic projections demonstrate a student population with a variety of backgrounds and needs which will be adequately addressed by the new school.

²² The student demographic data for the State of Idaho is based on information obtained from the [Idaho State Department of Education](#).

²³ The student demographic data for the Lewiston Independent District is based on information obtained from the [Idaho State Department of Education](#).

²⁴ The student demographic data for Pinecrest is based on Demographic Profile data obtained from the [Nevada Accountability Portal](#) website maintained by the Nevada Department of Education for the 2020-2021 school year.

Enrollment Capacity

PAL plans to open in the fall of 2023, with grades K-5, and will add subsequent grades until it reaches grade 8, as shown in *Table 9*. The total school capacity is expected to be 510 at full build out.

Table 9. Projected Enrollment

Grade	2023-24	2024-25	2025-26	2026-27	2027-28
K	60 50	60 50	60 50	60 50	60 50
1	60 50	60 50	60 50	60 50	60 50
2	60 50	60 50	60 50	60 50	60 50
3	60 30	60	60	60	60
4	30	60 30	60	60	60
5	30	60 30	60 30	60	60
6	-	30	30	60 30	60
7	-	-	30	30	60 30
8	-	-	-	30	30
Total	300 240	360 300	420 360	480 420	510 450

Table 7 and *Table 8* above show the estimated percentages of special student populations as well as percentages for student demographic subpopulations that are expected to be served at the new PAL campus.

PAL will comply with Idaho's class size ratio goals and has planned for teaching staff accordingly. *Table 10* below shows the proposed staffing of the School during the first five school years.

Table 10. Proposed Staffing Model

Teaching Staff	2023-24	2024-25	2025-26	2026-27	2027-28
Classroom Teachers	9	11	13	15	16
SPED Teachers	1	1.5	1.5	2	2
Art Teacher	0	0	0	0	0
Music	0	0	0	0	0
PE Teacher	0	0	0	0	0
Technology (STEM)	0	0	0 1	0 1	0 1
Additional Elective Teachers	0	0	0	0	0
Total Teaching Staff	10.0	12.5	14.5 15.5	17.0 18.0	18.0 19.0

Admin Support	2023-24	2024-25	2025-26	2026-27	2027-28
Principal	1	1	1	1	1
Assistant Principal	0	0	0	1	1
Counselor / Student Support Advocate / Dean	0	0	0	1 0	1 0
Office Manager	1	1	1	1	1
Receptionist	0	0 1	1	1	1
Teacher Assistants (Including SPED)	0	0	1	1 2	1.5 3
Campus Monitor/Custodian	0 0.5	0.5	1	1	1
Total Admin Support	2 2.5	2.5 3.5	5	7	7.5 8

Community Partnerships and Local Support

Community partnerships will be extremely important as they help broaden the students' opportunity to be exposed to the quality curriculum and educational experiences during the school day and outside the school day. PAL will seek partnerships with community organizations that enrich the after-school programs, field trips, guest speakers, etc.

Early relationships being cultivated that will help amplify our students' educational experiences include:

- Boys & Girls Club
- Pinecrest Inc.
- AdvancED

PAL's plan for student recruitment involves a wide array of media and materials to promote the School to ensure that the School reaches the widest possible audience in the Lewiston and surrounding communities. Promotional flyers and/or brochures will be distributed via direct mail as well as to community groups and churches to ensure that harder-to-reach families are aware of the School and their eligibility to apply for enrollment. Digital and social media marketing / advertising will be used in order to reach out to a broad audience through ads which direct parents to click on the School's website. Examples of social and digital marketing/ads include: Ads on Facebook, Digital ads on Pandora, Sponsored ads on Instagram, and Google Ads. Informational

materials will be available in multiple languages, as needed. The School commits to using Social Media accounts as a means to promote the School and inform the community of the School's opening. The School will tailor its social media strategies to target specific audiences including local businesses and community organizations.

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

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

If needed, Academica may provide PAL with a start-up loan for operational expenses in its first year of operation, a portion of which could be used for advertising/marketing as outlined in [Table 11](#) below.

Table 11. Start-Up Marketing Plan

Timeline	Item	Cost
December 2022 <u>October 2022 – March 2023</u> December 2022	Develop PAL website	\$1,500
December 2022 <u>October 2022 – March 2023</u> December 2022	Create Facebook page and other possible social media outlets	\$0
December 2022 <u>October 2022 – March 2023</u> December 2022	Create and print flyers/brochures with information about the educational program	\$2,500

January 2023 October 2022 – March 2023	Continue conversations with business and community leaders about the School and its purpose.	\$0
March 2023 November 2022 – June 2023	Host informational nights for potential families and collect contact information	\$100
March 2023 December 2022 – June 2023	Purchase banners to place at the school site upon approval	\$2,500
May 2023 December 2022 – August March 2023	Distribute press releases announcing approval of the school and to promote open enrollment period	\$700
May 2023 December 2022 – August March 2023	Create and distribute direct mail pieces that includes additional information about enrollment procedures	\$1,500
May 2023 December 2022 – August March 2023	Run social media ads	\$1,100
May 2023 December 2022 – August 2023	Host various informational nights for parents interested in learning more about the school program and enrollment procedures	\$100

Enrolling Underserved Families

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

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

as the post office, community centers, libraries and other locations of public access, and will also use banner advertisement on the proposed location.

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

Priority Enrollment Groups

The petition defines "founder" (to be incorporated as Board policy) for the purpose of complying with enrollment preference categories which allows for children of founders to be included in the first priority enrollment group and to account for up to 10% of the School's total enrollment at any given time. Additionally, children of full-time employees will be included in the First Preference Category of the Equitable Selection and Enrollment Process.

Notes on Enrollment Preference Categories

- If so stated in its petition, a new public charter school or replication public charter school may include the children of full-time employees of the public charter school within the first priority group subject to the limitations therein (included in the allowable 10%).
- If so stated in its petition, a public charter school may weigh the school's lottery to preference admission for the following educationally disadvantaged students: students living at or below one hundred eight-five percent (185%) of the federal poverty level, students who are homeless or in foster care, children with disabilities as defined in section 33-2001, Idaho Code, students with limited English proficiency, and students who are at-risk as defined in section 33-1001, Idaho Code.

V. School Leadership & Management

Top-performing charter school networks identify two competencies that will drive our recruitment of an outstanding school leader, *leadership practice* and *student outcomes*.²⁵

Leadership practice consists of the actions that principals take to drive increased student outcomes. These actions are described in five categories or standards:

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

To fulfill those endeavors, PAL recognizes that the three domains included in the [Idaho Standards for Effective Principals](#) are essential to a successful school.

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.

²⁵ Lettre, S. & Campbell, N. [Great Leaders for Great Schools: How Four Charter Networks Recruit, Develop, and Select Principals](#). Center for American Progress. (2016).

- 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 instruction is guided by a shared, research-based 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.

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

The Principal is responsible for communicating school culture to all employees. This process begins during the interview for employment. Candidates for employment at PAL will be screened for beliefs that closely align to the School’s mission and vision and have the necessary pedagogical skill set will be offered employment. In addition, every classroom will display PAL’s mission and vision. The building’s culture will show the beliefs of the School through the consistent mission and vision being posted.

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

Collaborative team meetings held daily will ensure that all PAL systems are consistently enforced and evaluated for effectiveness.

Finally, the school leader will have a strong instructional leadership background in order to facilitate the School's vision, goals, continuous improvement of instruction, evaluation of teachers, and the recruiting and hiring of teachers. Through the affiliation with Pinecrest Academy, Inc., current administrators and school leaders will be responsible for coaching and training of the PAL Principal in the domains set forth in the [Idaho Principal Evaluation Framework](#). This evaluation tool focuses on student achievement, instructional leadership, organizational leadership, and professional and ethical behavior, among other criteria. Additionally, the Principal will be evaluated in three stages throughout a school year:

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

The Principal and/or designated academic supervisor will conduct formal evaluations of classroom teachers and other instructional personnel annually. Because of its affiliation with Pinecrest Academy, PAL has adopted the [Evaluation System for Classroom Teachers, School-Based Administrators, and Other Instructional Personnel](#) developed and copyrighted by the Florida Consortium of Public Charter Schools (FCPCS). This tool will be used to create classroom communities that are intellectually active and where students assume a large part of the responsibility for the success of the lesson through monitoring of their own learning. Teachers will be involved in a collaborative evaluation process between the evaluator and themselves.

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

Pinecrest Academy, Inc. is a high-achieving charter school network that currently operates sixteen schools in Florida and six campuses in Nevada. Since its inception in 2000, the organization has maintained a proven track record of success in raising student achievement while decreasing the achievement gap for disadvantaged student populations. As of the 2016-17 school year, seven Pinecrest schools were designated high-performing schools by the Florida Department of Education having met all criteria specified, and all campuses in Nevada earned 4- or 5-star ratings.

Pinecrest Academy of Lewiston will evaluate its affiliation with Pinecrest Academy, Inc. three times during the year, similar to its evaluation of the Principal and its service provider, Academica. Goals will be established at the outset of the school year and services will be evaluated at a mid- and end-of year evaluation. The rubric used for this evaluation will be approved by Pinecrest's Governing Board.

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

In 2017, Pinecrest Academy, Inc. achieved corporate accreditation for their network of schools. This has allowed Pinecrest to create unified standards, policies, and best practices, ensuring that all schools that are replicated stay true to the network's mission, vision, and academic standards. All Pinecrest Academy, Inc. schools share: (1) a common philosophy/expectation of student excellence; (2) a commitment to instill a college bound mindset at every level of education; (3) an assurance to implement rigorous and standards-based instruction; (4) an expectation of parental commitment and partnership in the academic career of their child; (5) a collaborative management

infrastructure to ensure implementation of the Pinecrest model with fidelity; and (6) necessary support for all schools to not only ensure continuous improvement, but also quality outcomes. These commitments and corporate values have yielded success for the Pinecrest schools and further support the organization's capacity to replicate the Pinecrest model.

Leadership Team

The Pinecrest Academy of Lewiston Governing Board will be the ultimate policy-making body with the responsibility of operation and oversight of the School including academic direction, curriculum, and budgetary functions. The policies, procedures, powers, and duties by which the Board will operate, including specific member powers, are detailed in the attached proposed Bylaws. A brief overview of those powers and duties are as follows:

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

The School Principal, hired by the Board, will be responsible for all aspects of day-to-day administration of the School within the scope of operating policies, procedures, and budgetary functions as adopted and approved by the Governing Board. The Principal will delegate duties to administrative support staff to ensure that daily operations, resources, policies, and procedures are being implemented in accordance with the School's mission. The Principal will hire, oversee, and evaluate faculty and staff. The Principal will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the School including procedures for curriculum and instruction, classroom management, faculty and staff evaluation, data analysis, testing, support services, parental communication, professional development, discipline, community outreach, oversight of facilities, and internal financial controls.

Faculty and staff will be responsible for carrying out these procedures in their duties, activities, and interactions with students, teachers, and parents of the School. The Principal will report to the Board on the School's operations and finances and is expected to communicate with the Board as often as needed by the School or Board members to ensure the School's operational needs are met.

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

In compliance with [Idaho Standards for Effective Principals](#), the administrator's evaluation will be based on the following components:

Domain 1 – School Climate

Domain 2 – Collaborative Leadership

Domain 3 – Instructional Leadership

The Governing Board will conduct formal administrator evaluations annually. The evaluation systems for school administrators will:

- Promote success for all students by sustaining a positive school culture and instructional program that is conducive to student learning and continued professional development.
- Foster a collaborative leadership structure by seeking input from stakeholders and establishes high standards for professional, legal, ethical, and fiscal accountability.
- Be designed to support effective instruction and student learning growth, and performance evaluation results must be used when developing school improvement plans.
- Assess teacher performance using the [Danielson Framework for Teaching](#) which includes timely feedback and criteria for continuous quality improvement of the professional skills of instructional personnel, and performance evaluation results will be used when identifying professional development.
- Include a mechanism to examine performance data from multiple sources, including opportunities for parents to provide input into employee performance evaluations when appropriate.

- Differentiate among four levels of performance as follows:
 1. Distinguished
 2. Proficient
 3. Basic
 4. Unsatisfactory

Educational Services Provider

The founding team believed that it would be in the best interest of the School to hire an experienced and successful management company to assist in the planning and creation of the new charter school so that the school staff and administration can focus on implementing the School's mission and vision and concentrate on student achievement. Contracting with an EMO will ensure that the business operations are maintained and that the Governing Board is supported. The Committee chose Academica because they have experience in successfully helping to open and support quality charter schools in Idaho, Nevada, Colorado, and Arizona, which currently total twenty-nine campuses and over 30,000 students. In addition, the Committee feels that Academica's services in assisting the Board with financial management, financial oversight, Board meeting management, and statutory compliance will complete tasks that otherwise would require the Board to hire additional staff.

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

Academica is one of the nation's longest-serving and most successful charter school service and support organizations. Its mission is to facilitate each Governing Board's vision by handling the "business" of the School, allowing the School to stay student-focused. Academica was founded on the principle that each school is a unique educational environment led by an independent Governing Board. Academica works to help its clients achieve their educational and organizational

goals. Academica's clients maintain complete control over their schools' academic programs, staffing needs, management, and curricula. Pinecrest Academy of Lewiston will benefit from not only the Pinecrest Academy network of schools in Nevada and Florida, but also an existing portfolio of over 150 Academica partner schools nationwide.

Academica staff from Idaho and Nevada will primarily assist Pinecrest Academy of Lewiston in providing services to the school. All Academica schools follow industry best practices in regards to financial policies and procedures in addition to passing annual financial audits.

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

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

For additional information about the academic successes of Academica-supported charters, please see [Figure 9](#) above related to overall graduation rates, [Figure 10](#) related Nevada school star ratings, [Figure 11](#) for top rated public schools in Nevada (including four Pinecrest Academy campuses), [Figure 12](#) for schools rated as "Shining Stars," and [Figure 13](#) for the Academica-supported Pinecrest Inspirada campus which became the first public charter school in Nevada to receive the prestigious National Blue Ribbon education award in the category of Exemplar High Performing Schools.

Role of Service Provider

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

- At the Board's direction, prepare agendas and post notices of all Board meetings;
- Assist the Board in locating and securing a school facility;
- Maintain the financial books of the school;
- Assist the Board in creating budgets and financial forecasts;
- Assist the Board in preparing applications for grant funds;

- Assist with school programs (i.e., National School Lunch Program);
- Assist with systems development;
- Assist with procurement of furniture, curriculum, and technology;
- Monitor and assure Compliance with all state reports;
- ~~Assist the Board in identifying and retaining an employee leasing company;~~
- Assist with student and teacher recruitment (advertising, job fairs);
- Provide human resources-related services such as dispute resolution and contract preparation and review; and,
- Assist the Board in renewing the School's charter.

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

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

The payroll and employee leasing company is a third-party vendor that will be providing a service to the school outside of the proposed EMO. That contract agreement is approved by the Board of Directors and the payroll processing fee is accounted for in the School's budget. If Academica has any affiliation with recommended vendors, this will be disclosed to the Board during an Open Meeting prior to entering into any agreements. If the PAL Board does not approve of a vendor recommended by the EMO, there is no impact to the contract with Academica.

As outlined in the proposed Education Service Provider agreement (please see [*Appendix E F3 – Services & Support Agreement*](#) for more information), all reimbursement of costs incurred by Academica on behalf of the School must be pre-approved by the Board of Directors. The limit on these reimbursements is attributed to the expenses within the School's budget.

Evaluation of the ESP

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

Those departments include:

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

In evaluating the education service provider, the Board Members and Principal will use the Service Provider Rubric included in *Appendix E F2 – ESP Evaluation Rubric* that uses the following rating metrics:

Table 12. Service Provider Rubric

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

APPENDICES

Financial Summary					
Worksheet Instructions: This page will auto-populate as you complete the Pre-Operational and Operational Budget tabs.					
Revenue					
Anticipated Enrollment for Each Scenario:		222	240	360 300	450 360
	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	<u>\$25,000.00</u>	\$0.00	\$0.00	\$0.00	\$0.00
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Support	NA	\$366,065.56	\$380,435.16	\$488,003.47	\$635,905.64
Salary and Benefit Apportionment	NA	\$746,407.52	\$771,277.14	\$1,003,810.08	\$1,323,638.25
Transportation Allowance	NA	<u>\$33,300.00</u>	<u>\$36,000.00</u>	\$45,000.00	\$54,000.00
Special Distributions	NA	\$207,108.40	\$219,818.00	\$308,612.60	\$346,187.00
REVENUE TOTAL	25,000.00	\$1,352,881.48	\$1,407,530.30	\$1,845,426.15	\$2,359,730.89
Expenditures					
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Staff and Benefit Totals	\$0.00	\$771,250.29	\$771,250.29	\$998,120.77	\$1,294,403.03
Educational Program Totals	\$0.00	\$117,896.80	\$154,418.12	\$235,838.14	\$315,994.44
Technology Totals	\$0.00	\$41,900.00	\$43,160.00	\$47,800.00	\$54,176.00
Capital Outlay Totals	\$0.00	\$13,497.00	\$14,685.00	\$25,575.00	\$31,020.00
Board of Directors Totals	\$0.00	\$22,100.00	\$22,600.00	\$35,000.00	\$37,054.00
Facilities Totals	\$0.00	\$306,404.00	\$306,980.00	\$385,910.00	\$461,814.20
Transportation Totals	\$0.00	\$55,500.00	\$60,000.00	\$75,000.00	\$90,000.00
Nutrition Totals	\$0.00	\$3,000.00	\$3,000.00	\$3,120.00	\$3,240.00
Other	<u>\$25,000.00</u>	<u>\$21,333.00</u>	\$21,120.00	\$26,070.00	<u>\$39,583.07</u>
EXPENSE TOTAL	25,000.00	\$1,352,881.09	\$1,397,213.41	\$1,832,433.91	\$2,327,284.74
OPERATING INCOME (LOSS)	-	\$0.39	\$10,316.89	\$12,992.24	\$32,446.15
PREVIOUS YEAR CARRYOVER		-	\$0.00	\$10,316.89	\$12,992.24
NET INCOME (LOSS)	-	\$0.39	\$10,316.89	\$12,992.24	\$32,446.15

Idaho Public Charter School Commission

Charter Petition: Pre-Operational Budget

Worksheet Instructions: list revenues, expenditures, and Full-Time Equivalencies (FTE) anticipated during the pre-operational year. Insert rows as necessary throughout the document. Include notes specific to start-up costs (details, sources, etc.) in the Assumptions column.

Pre-Operational Revenue

Line Item / Account	Budget	Assumptions / Details / Sources
Donations and Contributions		Only include secured funds. Sum all donations/contributions here. Provide documentation for each donation/contribution as appendices.
Loans	<u>25,000.00</u>	Include documentation that provides the lender, term, rate, and total principal.
Grants		Only include secured grants. Provide documentation of grantor, total amount, and any applicable restrictions or requirements.
Other Revenue		Include details and documentation as necessary.
REVENUE TOTAL	\$25,000.00	

Additional Notes or Details Regarding Revenues: *If needed, Academica may provide PAL with a \$25,000 start-up loan for operational expenses in their first year of operation. This loan will be a non-recourse loan at an interest rate of 5% over 36 months. There is no prepayment penalty with this loan.*

Pre-Operational Expenditures

Section 1: Staffing			
1a: CERTIFIED STAFF	Budget		Assumptions / Details / Sources
Classroom Teachers	FTE	Amount	
Elementary Teachers			
Secondary Teachers			
Specialty Teachers			
Classroom Teacher Subtotals	0.0	-	Average classroom size:
Special Education	FTE	Amount	
SPED Director / Coordinator			
Special Education Teacher			
Special Education Subtotals	0.0	-	Anticipated % Special Education Students:
Other Certified Staff	FTE	Amount	
Lead Administrator			
Assistant Administrator			
Other Certified Staff Subtotals	0.0	-	
CERTIFIED STAFF TOTAL	0.0	-	

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

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

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

Section 2: Educational Program		
2a: OVERALL EDUCATION PROGRAM COSTS	Budget	Assumptions / Details / Sources
Professional Development		
SPED Contract Services		Types of anticipated SPED Contractors:
Other Contract Services (i.e. accounting, HR, management)		
Office Supplies		
Membership Dues (if applicable)		
OVERALL EDUCATION PROGRAM TOTAL	-	
2b: ELEMENTARY PROGRAM	Budget	Assumptions / Details / Sources
Elementary Curriculum		
Elementary Instructional Supplies & Consumables		
Elementary Special Education Curricular Materials		
Elementary Contract Services (provide assumption)		Types of anticipated Contractors:
ELEMENTARY PROGRAM TOTAL	-	
2c: SECONDARY PROGRAM	Budget	Assumptions / Details / Sources
Secondary Curriculum		
Secondary Instructional Supplies & Consumables		
Secondary Special Education Curricular Materials		
Secondary Contract Services (provide assumption)		Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	-	
EDUCATIONAL PROGRAM TOTAL	-	
Additional Notes or Details Regarding Educational Program Expenditures:		

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

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

Section 5: Board of Directors		
Line Item / Account	Budget	Assumptions / Details / Sources
Board Training		
Legal		
Insurance (property, liability, E & O, etc.)		
Audit		
BOARD OF DIRECTORS TOTAL	-	
Additional Notes or Details regarding Board of Directors Expenditures:		

Section 6: Facilities Details (consistent with facilities template)		
Line Item / Account	Budget	Assumptions / Details / Sources
Mortgage or Lease		
Construction / Remodeling (if applicable)		
Repairs and Maintenance		
Facilities Maintenance Contracts (i.e. snow removal, lawn care, custodial, security, etc.)		
Utilities (i.e. gas, electric, water, etc.)		
Phone		
Other Facilities Related Costs (specify)		
FACILITIES TOTAL	-	
Additional Notes or Details Regarding Facilities Expenditures:		

Section 7: Transportation

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

Section 8: Nutrition

Line Item / Account	Budget	Assumptions / Details / Sources
Food Costs		
Non-Food Costs		
OTHER TOTAL	-	
Additional Notes or Details Regarding Transportation Expenditures:		

Section 9: Other Expenditures

Line Item / Account	Budget	Assumptions / Details / Sources
<u>Marketing</u>	<u>15,000.00</u>	<u>Marketing/Advertising</u>
<u>Travel</u>	<u>10,000.00</u>	<u>Travel costs associated with recruitment and staff development</u>
OTHER TOTAL	25,000.00	
Additional Notes or Details Regarding Transportation Expenditures: <u>Marketing/Advertising - \$15,000 for marketing/advertising. Pinecrest Lewiston will market via multiple modes to ensure that all families are informed of their educational options. The marketing campaign includes, but may not be limited to, the following: school website, social media such as Facebook, flyers, direct mailers, advertisements in varying English and Spanish media, building relationships with community groups, and a door-to-door approach.</u>		

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:	222	240	360 300	450 360	
Line Item / Account	Break-Even Year 1 Budget	Break-Even 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					Include documentation for lender, term, rate, and total principal and interest.
Grants					Provide documentation and details.
Entitlement	\$366,065.56	\$380,435.16	\$488,003.47	\$635,905.64	Attach the M & O Revenue Template
Salary and Benefit Apportionment	\$746,407.52	\$771,277.14	\$1,003,810.08	\$1,323,638.25	Attach the M & O Revenue Template
Transportation Allowance	<u>\$33,300.00</u>	<u>\$36,000.00</u>	\$45,000.00	\$54,000.00	
Special Distributions	NA	NA	NA	NA	From the SDE Special Distributions Doc.
Charter School Facilities	\$82,140.00	\$88,800.00	\$111,000.00	\$133,200.00	Virtual schools include SDE worksheet
Content and Curriculum	\$0.00	\$0.00	\$0.00	\$0.00	
Continuous Improvement Plans and Training	\$6,600.00	\$6,600.00	\$6,600.00	\$6,600.00	
Gifted Talented	\$0.00	\$0.00	\$0.00	\$0.00	
Leadership Premiums	\$0.00	\$0.00	\$0.00	\$0.00	
IT Staffing	\$7,500.00	\$7,500.00	\$7,500.00	\$7,500.00	
Math and Science Requirement	\$0.00	\$0.00	\$0.00	\$0.00	
Professional Development	\$12,600.00	\$12,600.00	\$13,750.00	\$15,130.00	
Safe and Drug-Free Schools	\$0.00	\$0.00	\$4,640.00	\$5,300.00	
Technology (i.e. infrastructure)	\$39,919.40	\$41,048.00	\$44,810.00	\$48,572.00	
Advanced Opportunities	\$0.00	\$0.00	\$0.00	\$0.00	secondary schools only
College and Career Advisors/ Mentors	\$0.00	\$0.00	\$0.00	\$0.00	secondary schools only
Literacy Proficiency	\$58,349.00	\$63,270.00	\$73,815.00	\$73,815.00	
Limited English Proficient (LEP)	NA	NA	\$24,624.00	\$28,728.00	
School Facilities (Lottery)	NA	NA	\$21,873.60	\$27,342.00	
REVENUE TOTAL	\$1,352,881.48	\$1,407,530.30	\$1,845,426.15	\$2,359,730.89	

Operational Expenditures

Section 1: Staffing

1a: CERTIFIED STAFF	Break-Even Year 1 Budget		Break-Even Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Classroom Teachers									
Elementary Teachers	9.00	391,392.00	9.00	391,392.00	10.00	453,020.00	11.00	518,276.00	
Secondary Teachers	0.00	-	-	-	1.00	45,302.00	2.00	94,232.00	
Specialty Teachers							1.00	47,116.00	
Classroom Teacher Subtotals	9.00	391,392.00	9.00	391,392.00	11.00	498,322.00	14.00	659,624.00	Average classroom size: (K-5-1:25;6-8-1:30)
Special Education	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
SPED Director									
Special Education Teacher	1.00	43,488.00	1.00	43,488.00	1.50	67,953.00	1.50	70,674.00	
Special Education Subtotals	1.00	43,488.00	1.00	43,488.00	1.50	67,953.00	1.50	70,674.00	Anticipated % Special Education Students: 10%
Other Certified Staff	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Lead Administrator	1.00	90,000.00	1.00	90,000.00	1.00	91,350.00	1.00	92,720.25	
Assistant Administrator									
Other Certified Staff Subtotals	1.00	90,000.00	1.00	90,000.00	1.00	91,350.00	1.00	92,720.25	
CERTIFIED STAFF TOTAL	11.00	\$524,880.00	11.00	\$524,880.00	13.50	\$657,625.00	16.50	\$823,018.25	

1b: CLASSIFIED STAFF	Break-Even Year 1 Budget		Break-Even Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Position									
Paraprofessionals- General							1.00	20,880.00	
Paraprofessionals- SPED									
Admin / Front Office Staff	1.00	40,000.00	1.00	40,000.00	2.00	62,460.00	2.00	63,452.00	
Other	0.5	11,200.00	0.50	11,200.00	0.50	11,400.00	1.00	23,200.00	
CLASSIFIED STAFF TOTAL	1.50	\$51,200.00	1.50	\$51,200.00	2.50	\$73,860.00	4.00	\$107,532.00	

1c: BENEFITS	Break-Even Year 1 Budget		Break-Even Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Type	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	
Retirement	11.94%	68,783.95	11.94%	68,783.95	11.94%	87,339.31	11.94%	111,107.70	Public Retirement System of Idaho (PERSI)
Workers comp/ FICA/ Medicare	7.72%	44,473.38	7.72%	44,473.38	7.72%	56,470.64	7.72%	71,838.48	
Group Insurance (Medical/Dental)	13.02%	75,000.00	13.02%	75,000.00	15.59%	114,048.00	18.24%	169,740.00	
Paid time off (provide assumptions)	1.20%	6,912.96	1.20%	6,912.96	1.20%	8,777.82	1.20%	11,166.60	
BENEFITS TOTAL		\$195,170.29		\$195,170.29		\$266,635.77		\$363,852.78	
CERTIFIED & CLASSIFIED STAFF TOTAL		\$576,080.00		\$576,080.00		\$731,485.00		\$930,550.25	
TOTAL STAFF & BENEFITS TOTAL		\$771,250.29		\$771,250.29		\$998,120.77		\$1,294,403.03	

Section 2: Educational Program					
2a: OVERALL EDUCATION PROGRAM COSTS	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Professional Development	12,600.00	12,600.00	13,750.00	15,130.00	State Professional Dev. Funds
SPED Contract Services	44,400.00	48,000.00	61,500.00	75,600.00	Types of anticipated SPED Contractors: OT, PT, ST @ \$175 per student
Affiliation Fee	-	11,517.12	14,918.14	19,595.44	Pinecrest Academy, Inc. Affiliation Fee - 1% of state funds (half going back to the school for Professional Development and the other half going to the national Pinecrest Academy, Inc. organization) - No fee assumed Y1 Breakeven
Authorizer Fee	7,500.00	7,900.00	11,700.00	16,700.00	Estimated Fee
Other Contract Services (i.e. accounting, HR, management)	-	18,000.00	22,500.00	54,000.00	Academica Fee schedule - dependent on student count. <u>The expenditures for this line item align with Academics's fee schedule based on the correct enrollment numbers of 240 students in Year 1 x \$75 per student, 300 students in Year 2 x \$75 per student, and 360 students in Year 3 x \$150 per student.</u>
Substitute Teaching Services	17,500.00	17,500.00	21,875.00	27,125.00	10 days x \$175 per day per Instructional/Pupil Service staff
Instructional Supplies	14,074.80	15,216.00	19,020.00	22,824.00	instructional supplies (office, classroom, sped, copier, nursing)
OVERALL EDUCATION PROGRAM TOTAL	\$96,074.80	\$130,733.12	\$165,263.14	\$230,974.44	

2b: ELEMENTARY PROGRAM	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Elementary Curriculum	13,497.00	14,685.00	23,017.50	25,850.00	FFE Lease
Elementary Instructional Supplies & Consumables	8,325.00	9,000.00	40,500.00	45,000.00	\$150 per student (Consumables Y1 picked up in FFE Lease)
Elementary Special Education Curricular Material					
Elementary Contract Services (provide assumption)					
ELEMENTARY PROGRAM TOTAL	\$21,822.00	\$23,685.00	\$63,517.50	\$70,850.00	

2c: SECONDARY PROGRAM	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Secondary Curriculum			2,557.50	5,170.00	FFE Lease
Secondary Instructional Supplies & Consumables			4,500.00	9,000.00	\$150 per student (Consumables Y1 picked up in FFE Lease)
Secondary Special Education Curricular Materials					
Secondary Contract Services (provide assumption)					Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	-	-	7,057.50	14,170.00	
EDUCATIONAL PROGRAM TOTAL	\$117,896.80	\$154,418.12	\$235,838.14	\$315,994.44	

Additional Notes or Details Regarding Educational Program Expenditures:

Assumes **Pinecrest Lewiston** will contract with Academica [Maximum Management Fee - \$450 per student (little to no fee will be charged until financially stable based upon provision 21 of the parties' proposed Charter School Services and Support Agreement which explicitly provides that Academica "will consider lowering the fee should the school experience financial distress" as well as Academica's recent elections to forego collecting a management fee from either of its two existing Idaho charter schools while they continue efforts to increase student enrollment)] - Academica is an Educational Management Service Provider whose services to **Pinecrest Lewiston** shall include, but may not be limited to, the following:

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

Academica Management Fee Schedule:

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

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

Section 3: Technology

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Internet Access	6,050.00	6,050.00	6,600.00	6,996.00	
SiS Software (Infinite Campus)	10,444.00	10,480.00	3,100.00	3,220.00	Student Information Software System
Contracted Services	7,500.00	7,500.00	7,500.00	7,500.00	Contracted IT- correlates to IT Staffing special distribution
Technology Software & Licenses	4,000.00	4,000.00	4,250.00	4,500.00	
Computers for Staff Use	2,781.20	3,026.00	5,270.00	6,392.00	
Computers for Student Use	4,171.80	4,539.00	7,905.00	9,588.00	
Other Technology Hardware (i.e. document cameras, projectors, etc.)	6,953.00	7,565.00	13,175.00	15,980.00	
TECHNOLOGY TOTAL	\$41,900.00	\$43,160.00	\$47,800.00	\$54,176.00	

Additional Notes or Details Regarding Technology Expenditures:

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

Section 4: Non-Facilities Capital Outlay

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Furniture (school-wide)	10,122.75	11,013.75	19,181.25	23,265.00	
Kitchen Equipment (warming oven, salad bar, etc)	3,374.25	3,671.25	6,393.75	7,755.00	
Other Capital Outlay (i.e. library, kitchen small wares, maintenance equipment, etc.)					
CAPITAL OUTLAY TOTAL	\$13,497.00	\$14,685.00	\$25,575.00	\$31,020.00	

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

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

Section 5: Board of Directors

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Board Training	6,600.00	6,600.00	6,600.00	6,600.00	
Legal	500.00	1,000.00	1,500.00	1,500.00	
Insurance (property, liability, E & O, etc.)	15,000.00	15,000.00	15,900.00	16,854.00	
Audit	-	-	11,000.00	12,100.00	Annual Audit Fee - First Years audit will take place Sept/Oct. of the following fiscal Year
BOARD OF DIRECTORS TOTALS	\$22,100.00	\$22,600.00	\$35,000.00	\$37,054.00	

Additional Notes or Details Regarding Board of Directors Expenditures:

Section 6: Facilities Details (consistent with facilities template)

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Mortgage or Lease	240,000.00	240,000.00	306,000.00	374,400.00	anticipated lease payments
Construction / Remodeling (if applicable)					
Repairs and Maintenance	10,000.00	10,000.00	14,000.00	18,000.00	Misc. Maint. & Repairs
Facilities Maintenance Contracts (i.e. snow removal; trash; lawn care, custodial, security, etc.)	47,604.00	48,180.00	56,310.00	59,454.20	Contracted Janitorial, Snow, Lawn Maintenance
Utilities (i.e. gas, electric, water, etc.)	4,950.00	4,950.00	5,400.00	5,508.00	most utility expenses covered in lease
Phone	3,850.00	3,850.00	4,200.00	4,452.00	
Other Facilities Related Costs (specify)					
FACILITIES TOTAL	\$306,404.00	\$306,980.00	\$385,910.00	\$461,814.20	

Additional Notes or Details Regarding Facilities Expenditures:

The **Pinecrest Lewiston** Board will secure a facility lease in time for the commencement of school operations. **Pinecrest Lewiston** has set aside \$1,000 per pupil for facility rent in its first year increasing by \$50 per student each year. Assumes **Pinecrest Lewiston** will utilize a facility of approx. 40,000 sq. ft. The facility will allow for necessary classrooms, computer labs, science labs, multi-purpose room, and office space needed. Academica manages over one-hundred schools nationwide, with a majority that have facilities with the model of adequate square feet per students that the anticipated facility will offer. Discussions regarding a facility lease agreement has yet to be finalized; however, this projection provides a more than adequate depiction of the anticipated rental cost.

Section 7: Transportation

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Daily Transportation	\$55,500.00	\$60,000.00	\$75,000.00	\$90,000.00	
Special Transportation (i.e. SPED, field trips, etc)					
Other Transportation Costs (specify)					
TRANSPORTATION TOTAL	\$55,500.00	\$60,000.00	\$75,000.00	\$90,000.00	

Additional Notes or Details Regarding Transportation Expenditures:

Pinecrest Lewiston will look to provide transportation to and from school and will contract out the service in its first few years. The budget has been based on rates paid by schools working with Academica. The budget reflects the transportation allowance of 60% of the projected transportation expenses which is included in the Operational Revenue section of this budget worksheet. The transportation expenses are assumed at \$250 per student. Once established, the **Pinecrest Lewiston** governing board will seek the appropriate bids for a bus transportation provider in compliance with Idaho Code.

Section 8: Nutrition Program

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Food Costs	3,000.00	3,000.00	3,120.00	3,240.00	
Non-Food Costs					
NUTRITION TOTAL	\$3,000.00	\$3,000.00	\$3,120.00	\$3,240.00	

Additional Notes or Details Regarding Other Expenditures:

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

Section 9: Other Expenditures

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Copier / Printing	12,000.00	12,000.00	12,360.00	12,730.80	
Dues & Fees	<u>5,620.00</u>	5,620.00	8,370.00	8,370.00	<u>Dues and fees for school association fees and/or teachers' membership in professional educational organizations.</u>
<u>Start-up Loan Repayments</u>				<u>12,062.27</u>	<u>Academica Start-up loan repayment</u>
Payroll Services	<u>3,713.00</u>	3,500.00	5,340.00	6,420.00	
OTHER TOTAL	\$21,333.00	\$21,120.00	\$26,070.00	\$39,583.07	

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	240													
Revenue														
Donations and Contributions	0													\$0.00
Loans	0													\$0.00
Grants	0													\$0.00
Entitlement	372,826	\$ 95,108.79	\$114,130.55			\$45,652.22			\$76,087.03			\$41,847.87		\$372,826.46
Salary and Benefit Apportionme	755,852	\$192,819.28	\$231,383.14			\$92,553.26			\$154,255.43			\$84,840.49		\$755,851.59
Transportation Allowance	35,280	\$9,000.00	\$10,800.00			\$4,320.00			\$7,200.00			\$3,960.00		\$35,280.00
Special Distributions	219,818								\$54,954.50			\$164,863.50		\$219,818.00
Total Revenue	\$1,383,776.05	\$296,928.07	\$356,313.69	\$0.00	\$0.00	\$142,525.48	\$0.00	\$0.00	\$292,496.96	\$0.00	\$0.00	\$295,511.85	\$0.00	\$1,383,776.05
Expenditures														
Salaries and Benefits	718,418	\$11,438.23	64,270.86	\$64,270.86	\$64,270.86	\$64,270.86	\$64,270.86	\$64,270.86	\$64,270.86	\$64,270.86	\$64,270.86	\$64,270.86	\$64,270.86	\$718,417.66
Education Program	154,418		14,038.01	\$14,038.01	\$14,038.01	\$14,038.01	\$14,038.01	\$14,038.01	\$14,038.01	\$14,038.01	\$14,038.01	\$14,038.01	\$14,038.01	\$154,418.12
Technology Totals	43,160		3,923.64	\$3,923.64	\$3,923.64	\$3,923.64	\$3,923.64	\$3,923.64	\$3,923.64	\$3,923.64	\$3,923.64	\$3,923.64	\$3,923.64	\$43,160.00
Capital Outlay Totals	14,685		1,335.00	\$1,335.00	\$1,335.00	\$1,335.00	\$1,335.00	\$1,335.00	\$1,335.00	\$1,335.00	\$1,335.00	\$1,335.00	\$1,335.00	\$14,685.00
Board of Directors	22,600		2,054.55	\$2,054.55	\$2,054.55	\$2,054.55	\$2,054.55	\$2,054.55	\$2,054.55	\$2,054.55	\$2,054.55	\$2,054.55	\$2,054.55	\$22,600.00
Facilities	306,980	25,581.67	25,581.67	\$25,581.67	\$25,581.67	\$25,581.67	\$25,581.67	\$25,581.67	\$25,581.67	\$25,581.67	\$25,581.67	\$25,581.67	\$25,581.67	\$306,980.00
Transportation	60,000		5,454.55	\$5,454.55	\$5,454.55	\$5,454.55	\$5,454.55	\$5,454.55	\$5,454.55	\$5,454.55	\$5,454.55	\$5,454.55	\$5,454.55	\$60,000.00
Nutrition	3,000		272.73	\$272.73	\$272.73	\$272.73	\$272.73	\$272.73	\$272.73	\$272.73	\$272.73	\$272.73	\$272.73	\$3,000.00
Other	21,120		1,920.00	\$1,920.00	\$1,920.00	\$1,920.00	\$1,920.00	\$1,920.00	\$1,920.00	\$1,920.00	\$1,920.00	\$1,920.00	\$1,920.00	\$21,120.00
Total Expenditures	\$1,344,380.78	\$37,019.89	\$118,850.99	\$118,850.99	\$118,850.99	\$118,850.99	\$118,850.99	\$118,850.99	\$118,850.99	\$118,850.99	\$118,850.99	\$118,850.99	\$118,850.99	\$1,344,380.78
Cash Flow														
Operational Cash Flow		\$259,908.18	\$237,462.70	(\$118,850.99)	(\$118,850.99)	\$23,674.49	(\$118,850.99)	(\$118,850.99)	\$173,645.97	(\$118,850.99)	(\$118,850.99)	\$176,660.86	(\$118,850.99)	\$39,395.27
Cash on Hand	\$0.00	-	\$259,908.18	\$497,370.88	\$378,519.89	\$259,668.90	\$283,343.39	\$164,492.40	\$45,641.41	\$219,287.38	\$100,436.39	(\$18,414.60)	\$158,246.26	\$39,395.27
Cash End of Period		\$259,908.18	\$497,370.88	\$378,519.89	\$259,668.90	\$283,343.39	\$164,492.40	\$45,641.41	\$219,287.38	\$100,436.39	(\$18,414.60)	\$158,246.26	\$39,395.27	\$39,395.27

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	1021 Burrell Avenue 1212 9th Avenue , Lewiston Idaho					
Facility Information	Anticipate Move-In Date	7/15/2023	Facility Type	Existing Building Remodel	Facility Status	Likely (board preferred site, actively pursuing)
Budget Location	<p>Please indicate if this option is reflected as an expenditure in the budget template. Yes. The budgeted rent for this facility is \$1,000 per student per year.</p> <p>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.</p>					Year 1 Budget Only
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:		Boys and Girls Club of Lewis Clark Valley Inc.			
	Physical Address of Home Office:		1021 Burrell Ave., Lewiston Idaho			
	Website Address:		https://poweroftheclub.org			
	Company Contact:		Jon Evans			
	Company Contact Phone Number:		(208) 746-2301			

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>

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)	N/A	
Land development (include grading, utilities, etc.)	N/A	
Parking, curb, lighting (if applicable)	N/A	
Permits and applicable studies (as applicable)	N/A	
Delivery and set up of modular units (if applicable)	N/A	
Remodel estimate (if applicable)	N/A	<u>Boys and Girls Club of Lewis Clark Valley Inc.</u>
Other		
Total One-Time Costs	\$0	
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment		
Lease term	<u>Proposed lease term shall be five (5) years</u>	
Interest rate	N/A (\$1,000 per Student per Year)	
Rate escalator (if applicable, please describe)	2% Annual Escalator	
In which operating year does the school intend to purchase (if option to purchase is applicable)	Choose an item.	
Capitalization rate at purchase (if applicable)	N/A	
Other	N/A	
Please include any additional narrative here. <u>Please see attached proposed Term Sheet to Boys and Girls Club of Lewis Clark Valley Inc.</u>		

Attachment B1: Facility Option 1

Date: October 21, 2022

To: Lewiston Boys and Girls Club
c/o

Re: Offer: Proposed lease of premises

The Property: RPL 1120015001A, RPL1120018001A, and RPL 1120037001Aw

Landlord: Lewiston Boys and Girls Club

Dear Boys and Girls Club:

Pinecrest Academy of Lewiston is pleased to present this term sheet (the "Term Sheet") concerning Tenant's lease of the Property described below. The School intends to lease and operate a public charter school within the facilities located on parcels RPL 1120015001A, RPL1120018001A, and RPL 1120037001A as detailed below:

1. Lease of The Property

Tenant's proposal to lease the Property

- 1) Lease term shall be five years ending July 31, 2028
- 2) Lease rate shall be \$800 per student applied to the school's reported enrollment to the State of Idaho in November. The estimated enrollment for 2023-24 school year is 150 students. Estimated enrollment for 2024-25 is 230 students.
- 3) Rent shall be paid monthly by the 1st of each month starting August 2023.
- 4) Rent shall be adjusted annually starting July 1st based upon the estimated enrollment figures provided by the School.
- 5) Leased Facility Space:
 - a) Year 1:
 - i) Facility A: School shall have access to kitchen, gymnasium and restrooms after completion of construction.
 - ii) Facility B: School shall have exclusive use of this building.
 - iii) Facility C: If student enrollment is greater than 150 students School shall access to Facility C during school hours.
 - iv) Outdoor Areas: School shall have use of parking lots and outdoor areas on parcels RPL 1120015001A, RPL1120018001A, and RPL 1120037001A.
 - b) Year 2-5:
 - i) Facility A: School shall have access to kitchen, gymnasium and restrooms.
 - (1) School shall access to classrooms in Facility A if enrollment is greater than 230 students, during school hours.
 - ii) Facility B: School shall have exclusive use of this building.

Attachment B1: Facility Option 1

- iii) Facility C: If enrollment of School is greater than 150 students School shall have exclusive use of building during school year.
- iv) Outdoor Areas: School shall have use of parking lots and outdoor areas on parcels RPL 1120015001A, RPL1120018001A, and RPL 1120037001A.

2. Contingencies

Tenant's obligation to lease the Property shall be subject to Tenant's satisfaction or waiver, of the following contingencies:

- (a) Tenant entering into a lease agreement with landlord secured by Tenant (the "Tenant"), on such other terms and conditions as may be satisfactory to Tenant and Tenant; and
- (b) Tenant's obtaining such governmental entitlements, approvals and permits and private party consents as may be required to operate a public charter school within the facilities and site outlined in section 1 of this term sheet. Owner and Tenant agree that this proposal is not an offer to lease but rather an attempt to establish a basis of understanding to allow both parties to proceed in good faith, and both parties further acknowledge that only a fully executed lease shall constitute a legally binding agreement.

This letter shall embody the basic understanding between the parties. Please return a signed copy to my attention no later than December 30th, 2022 at 5pm MST. Once this letter has been executed and corporate approval has been obtained, Tenant will prepare its standard lease or purchase agreement.

Thanks for your assistance in this matter. I look forward to your prompt response.

Very truly yours,

School Name
Board Chair


Lessor
B&GC Lewiston
Acknowledged and Approved (Landlord):

Lessee
Pinecrest Academy of Lewiston
Acknowledged and Approved (Tenant):

Attachment B1: Facility Option 1

By: _____

Date: _____

By:  _____
Anna Wilson (Oct 25, 2022 21:48 PDT)

Date: **Oct 25, 2022** _____

EXHIBIT "A"



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 2						
Location Address	<u>1330 Powers Avenue, Lewiston Idaho</u>					
Facility Information	Anticipate Move-In Date	<u>7/15/2023</u>	Facility Type	<u>Existing Building Remodel</u>	Facility Status	<u>Possible (research in progress)</u>
Budget Location	Please indicate if this option is reflected as an expenditure in the budget template. <u>No.</u> 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.					<u>Not Reflected in Budget</u>
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:	<u>CrossPoint Alliance Church</u>				
	Physical Address of Home Office:	<u>1330 Powers Avenue, Lewiston Idaho</u>				
	Website Address:	<u>https://crosspointlew.org/</u>				
	Company Contact:	<u>Andrew Wilson</u>				
	Company Contact Phone Number:	<u>(208) 743-3000</u>				

Additional Information - Facility Option 2
<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>

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



0004833606

**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 #: 0004833606

Date Filed: 7/28/2022 11:15:15 AM

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



Registered Agent

 INCORP SERVICES, INC.
 Commercial Registered Agent

Physical Address

 1310 S VISTA AVE
 STE 28
 BOISE, ID 83705

Mailing Address

 1310 S VISTA AVE
 STE 28
 BOISE, ID 83705

☒ I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

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

Name	Incorporator Address
Michael Muehle	6630 SURREY ST LAS VEGAS, NV 89119-3928

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

Name	Title	Director Address
Mike Kingsley	Director	[REDACTED]
Jonathan Evans	Director	[REDACTED]
Anna Wilson	Director	[REDACTED]
Royal Toy	Director	[REDACTED]
Paul Merrill	Director	[REDACTED]
Nate Hercula	Director	[REDACTED]

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

*Michael Muehle**07/28/2022*

Michael Muehle

Date



0004863899

**STATE OF IDAHO**

Office of the secretary of state, Lawrence Denney

ARTICLES OF AMENDMENT (NONPROFIT CORP)

Idaho Secretary of State

PO Box 83720

Boise, ID 83720-0080

(208) 334-2301

Filing Fee: \$30.00

For Office Use Only

-FILED-

File #: 0004863899

Date Filed: 8/17/2022 2:57:01 PM

Articles of Amendment (Nonprofit Corporation)

Select one: Standard, Expedited or Same Day Service (see descriptions below) Standard (filing fee \$30)

The current name of the nonprofit corporation is: Pinecrest Academy of Lewiston, Inc.

The file number of this entity on the records of the Idaho Secretary of State is: 0004833606

Article 1: Corporation Name

Change Corporation Name? I do not want to change the name of the corporation

Article 2: Adoption

Date of Adoption: 08/17/2022

Select the manner of adoption:

Article 3: Purpose

Select the purpose of this non-profit Educational

Article 4: Voting Members

The corporation does not have voting members.

Article 5: Upon dissolution the assets shall be distributed:

other asset distribution:

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. If, at any time and for any reason, the Corporation's charter is revoked or the Corporation is dissolved, all assets, after satisfaction of all outstanding claims by creditors, shall be disposed of to the State of Idaho or the sponsor to dispose of according to applicable laws and appropriate regulations.

Article 6: IRS Designation

Is this nonprofit a 501(c)3? Yes

501(c)3 purpose for which the corporation is organized: The purpose and mission of the Corporation is to provide a high quality education to children from Kindergarten (K) to Twelfth (12th) grade and shall be operated exclusively for educational objectives and purposes. Additionally, the purpose of the Corporation is to engage in any lawful act or activity for which nonprofit corporations may be organized under the laws of the State of Idaho, as they may be amended from time to time. Within the framework and limitations of the foregoing, the School is organized exclusively for one or more of the purposes as contemplated and specified in Sections 170(c)(2) and 501 (c)(3) of the Internal Revenue Code.

Article 7: Mailing Address

6630 SURREY ST
LAS VEGAS, NV 89119-3928

Article 8: Director Name(s) and Address(es)








Name	Title	Director Address
------	-------	------------------

C1-3 216

Attachment C1: Articles of Incorporation



B0734-1025 08/17/2022 2:57 PM Received by ID Secretary of State Lawrence Denney

Mike Kingsley	Director	
 Jonathan Evans	Director	
Anna Wilson	Director	
Royal Toy	Director	
Paul Merrill	Director	
Nate Hercula	Director	

The articles of amendment must be signed by the presiding officer of the board of directors or by an officer of the corporation.

Anna Wilson

Sign Here

08/17/2022

Date

Job Title Director

BYLAWS OF
PINECREST ACADEMY OF LEWISTON

ARTICLE I
INTRODUCTION AND LEGAL STATUS

Section 1. Name, Location and Address. The name of the charter school is PINECREST ACADEMY OF LEWISTON (the “School”). The School, is located in Lewiston, Idaho. The address is 1212 9th Ave, Lewiston, ID 83501.

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

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

ARTICLE II
PURPOSE AND MISSION

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

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

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

ARTICLE III
GOVERNING BODY

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

Attachment C2: Adopted Bylaws

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

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

Attachment C2: Adopted Bylaws

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

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

Section 5. Number; Qualifications. The Board shall be composed of no fewer than five (5) and no more than seven (7) Directors, as set or adjusted by amendment of these Bylaws. If, for any reason, the number of Directors should drop below five (5) for more than ninety (90) days, the only action that may be taken by the Board is for election of Directors in accordance with Section 6.

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

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

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

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

1. Founding Directors: Terms of the Founding Directors shall be staggered so that no more than 1/2 of the Board shall be up for election in any one year, unless a vacancy(ies) needs to be filled. To initially stagger the terms for the founding board, two Directors will serve three-year terms, two Directors will serve four-year terms, and the remaining three Directors will serve the usual five-year term. Those Founding Directors who will serve the three, four, and five year terms will be determined by lottery at the first official board meeting upon receipt of the charter. For purposes of determining term limits, Founding Director’s terms shall not begin

until January 1 of the initial school year in which they became the Board of Directors as indicated in Article III Section 6.

2. New Directors: New Directors are eligible to serve two (2) consecutive standard terms, unless, by doing so, more than half the Board would be up for election in any one year. In this case, the new Director will be given either a three or four-year initial term, whichever term would prevent more than half of the Board being up for election in one year. New Directors will begin serving on the Board immediately following their election to the Board. For the purpose of determining term limits, the New Director's initial term will begin on January 1 of the school year in which they were elected.

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

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

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

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

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

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

Section 13. Regular and Special Meetings. The Board shall establish a regular day and place for regular meetings that shall occur no less frequently than once per quarter and shall be held in the county in which the School is located. Special meetings of the Board may be called at any time by the Chairperson or by a majority of the Board. Special meetings shall be held at such time and place as may be designated by the authority calling such meeting. Notice of the meeting must be provided in accordance with Idaho Open Meeting Law. Notice of the time and place of every regular or special meeting shall be given to each member of the Board at least five (5)

Attachment C2: Adopted Bylaws

calendar days before the date fixed for the meeting and to all those individuals who request notice of relevant meetings. For regular meetings, a copy of the agenda will be posted at least forty-eight (48) hours prior to the start of the meeting. For special meetings, a copy of the agenda will be posted at least twenty-four (24) hours prior to the start of the meeting. The purpose of any regular or special meeting must be specified in the notice of such meeting. Meetings shall be audio recorded. Minutes of each Board meeting shall be taken and shall be approved by the Board. Said minutes shall be kept at the School and will be made available to the public in accordance with applicable law.

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

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

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

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

Section 18. Quorum; Voting; No Proxy Voting. A quorum at all meetings of the Board shall consist of a majority of the number of Directors then in office. In the event that Directors who are present at a meeting are related (spouse, sibling, son, daughter, grandchild, cousin, uncle, aunt) there must be a majority of non-related board members present. Except as provided specifically to the contrary by these Bylaws, the act of a majority of the Directors in office at a meeting at which a quorum is present shall be the act of the Board. Proxy voting is not permitted.

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

Section 20. Compensation. No member of the Board shall receive any compensation for serving in such office. The School may reimburse any member of the Board for reasonable

expenses incurred in connection with service on the Board. Any such reasonable expenses that are not reimbursed by the School shall be construed as a gift to the School.

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

1. Academic Committee: The Academic Committee shall consist of at least one Director, the School Principal/Administrator, at least one licensed teacher employed by the School, and at least one parent of an enrolled child. The Academic Committee shall meet at least two (2) times per school year. The purpose of the Academic Committee shall be to review school data, ensure academic expectations and goals are being met, and provide insight into instructional activities that meet the specific needs of the students.
2. Governance Committee: The Governance Committee shall consist of at least two Directors, one of whom shall be an elected Officer of the Board. The Governance Committee shall meet at least two (2) times per school year. The purpose of the Governance Committee shall be to plan and develop Director orientation and training and ensure Board operations and policies are updated and compliant with State law.
3. Financial Committee: The Financial Committee shall consist of at least two Directors, one of whom shall be the Board's Treasurer, and the School Principal/Administrator. The Financial Committee shall meet at least two (2) times per school year. The purpose of the Financial Committee shall be to prepare annual budgets for full Board review and approval, coordinate the Annual Audit, and develop long-term financial goals and plans for full Board consideration.

ARTICLE IV OFFICERS

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

Section 2. Election and Term of Office. The Board shall elect and appoint all officers of the School at the annual meeting of the Board, which officers shall be installed in office at such annual meeting to serve for terms of one (1) year and until their successors have been duly elected and qualified. Board Officers may serve no more than three (3) consecutive one-year terms in any office. Should there be more than one (1) nominee for a vacancy, the nominee receiving the greatest number of votes shall be declared elected and shall be installed in office at the annual meeting.

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

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

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

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

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

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

ARTICLE V STAFF

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

ARTICLE VI CONTRACTS, LOANS, AND DEPOSITS

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

Section 2. Loans. No loans shall be contracted for or on behalf of the School and no evidence of indebtedness shall be issued in the name of the School unless authorized by a

resolution of the Board. Such authority shall be confined to specific instances. No loan shall be made to any officer or Director of the School.

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

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

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

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

ARTICLE VII PROPERTY

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

ARTICLE VIII INDEMNIFICATION AND LIMITATION OF LIABILITY

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

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

Attachment C2: Adopted Bylaws

funds and property of the School for the payment of any such contract or claim, for any money that may otherwise become due or payable to them from the School.

ARTICLE IX AMENDMENTS

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

ARTICLE X DISSOLUTION

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

ARTICLE XI PURPOSE OF THE BYLAWS

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

CERTIFICATION

I hereby certify that I am the duly elected and acting Secretary of the School, and that the foregoing Bylaws constitute the Bylaws of the School, as duly adopted by unanimous vote of the Board of Directors effective as of August 30, 2022.

Nathan Hercula

Nathan Hercula (Aug 30, 2022 15:29 PDT), Secretary

PINECREST ACADEMY OF LEWISTON

Conflict of Interest Policy and Code of Ethics

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

Article I – Purpose

1. The purpose of this conflict of interest policy is to protect PINECREST ACADEMY OF LEWISTON (“PAL”) and its interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of an officer or director of PAL or might result in a possible excess benefit transaction, as that concept is defined in the Internal Revenue Code and related regulations.

2. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

3. This policy is also intended to identify “independent” directors.

Article II – Definitions

1. Interested person – Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial interest – A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which PAL has a transaction or arrangement,
- b. A compensation arrangement with PAL or with any entity or individual with which PAL has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which PAL is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration, as well as gifts or favors, ~~that are not insubstantial~~ of any value or amount.

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

Under Idaho Code, a member of the PAL board of directors cannot have a financial interest in any transaction or arrangement involving PAL.

3. Independent Director – A director shall be considered “independent” for the purposes of this policy if he or she is “independent” as defined in the instructions for the IRS Form 990 or, until such definition is available, the director:

- a. Is not, and has not been for a period of at least three years, an employee of PAL or any entity in which PAL has a financial interest;
- b. Does not directly or indirectly have a significant business relationship with PAL which might affect independence indecision-making;

Attachment C3: Conflict of Interest Policy & Code of Ethics

- c. Is not employed as an executive of another corporation where any of PAL's executive officers or employees serve on that corporation's compensation committee; and,
- d. Does not have an immediate family member who is an executive officer or employee of PAL or who holds a position that has a *significant* financial relationship with PAL.

Article III – Procedures

1. Duty to Disclose – In connection with any actual or possible conflict of interest, an interested person must ~~disclose the existence of the financial interest and~~ be given the opportunity to disclose all material facts to the Board of Directors.

2. Recusal of Self – Any director may recuse himself or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.

3. Determining Whether a Conflict of Interest Exists – After disclosure of ~~the financial interest and~~ all material facts, and after any discussion with the interested person, he/she shall leave the Board of Directors meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

4. Procedures for Addressing the Conflict of Interest

- a. An interested person may make a presentation at the Board of Directors meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the Board of Directors shall determine whether PAL can obtain with reasonable efforts a more advantageous ~~its~~ transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Directors shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in PAL's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

5. Violations of the Conflicts of Interest Policy

- a. If the Board of Directors has reasonable causes to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board of Directors determines the member has

Attachment C3: Conflict of Interest Policy & Code of Ethics

failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV – Records of Proceedings

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

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

Article V – Compensation

1. A voting member of the Board who receives compensation, directly or indirectly, from PAL for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from PAL for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from PAL, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI – Annual Statements

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

Article VII – Periodic Reviews

To ensure PAL operates in a manner consistent with charitable purposes and does not engage in

Attachment C3: Conflict of Interest Policy & Code of Ethics

activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

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

Article VIII – Use of Outside Experts

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

Article IX – Code of Ethics

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

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

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

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

Attachment **D**: Board of Directors' Resumes

Anna Wilson

annacwilson5@gmail.com

EDUCATION:

Fresno Pacific University; Fresno, CA - 2042 Single Subject Credential for Mathematics, 2006.

Fresno Pacific University; Fresno, CA - Bachelor of Arts in Mathematics (Secondary Education Emphasis), 2005.

Reedley College; Reedley, CA - Associates of Science in Mathematics, 2003

WORK EXPERIENCE:

Virtual Math Teacher, Edmentum, EdOptions Academy - October 2021 to Present

- Teaches grades 6-12
- Oversees 250+ students per semester across the country
- Responsible to monitor the student's progress in their respective course
- Responsible to communicate monthly with students monthly
- Worked with students one-on-one via Zoom Video software

Virtual Math Teacher, Kenai Classical; Soldotna, AK - August 2019 to May 2022

- Taught Algebra 2 and Pre-Calculus for secondary students.
- Strategized, developed and implemented curriculum and assessments for the math department.
- Taught live lessons daily to students using Zoom Video software.
- Applied the use of other strategic educational tools through technology.
- Communicated and conversed regularly with parents and other school staff.

Math Specialist Grades K-8, Quail Lake Charter School; Sanger, CA - February 2017 to May 2017

- Developed intervention curriculum for both low and high achieving students.
- Facilitated and directed learning communities for student intervention.
- Instructed, strategized and collaborated with fellow teachers to increase student achievement.

Math Teacher, Sanger High School; Sanger, CA - August 2014 to January 2017

- Taught Integrated Math 1 and Integrated Math 2 for secondary students.
- Strategized, developed and implemented EL content for teachers in the math department.
- Taught as an Agricultural Pathway Educator for the Wonderful Education Program (Integrated Math 2).
- Developed system and instructed math department teachers on the use of Google Drive and Google Classroom.
- Implemented technology as a form of instruction regularly with the use of an iPad in a one-to-one classroom.

Math Teacher, Portland Christian School; Portland, OR - September 2009 to June 2014

- Taught Pre-Algebra, Algebra 1, Geometry, and Honors Algebra 2 for secondary students.
- Coached varsity volleyball and basketball.
- Developed and applied curriculum and assessments for all subject matter.
- Implemented and instructed, as a specialist, staff-wide use of technology in the classroom.
- Facilitated and directed a professional learning community (PLC) within the math department.

Math Teacher, Centennial High School; Gresham, OR - January 2009 to June 2009

- Taught Algebra 1 and Geometry for secondary students.
- Engaged in a professional learning community (PLC).

Math Teacher, Sanger High School; Sanger, CA - August 2007 to December 2008

- Taught Geometry for secondary students.
- Coached varsity volleyball.
- Engaged and participated in a professional learning community (PLC).

Attachment **D**: Board of Directors' Resumes

TEACHING CREDENTIALS/CERTIFICATIONS:

- California: Clear Single Subject (High School: Basic & Advance Mathematics) - February 2024
- CBEST: Passed
- CSET: Passed

REFERENCES:

Anna Lattin – Kenai Classical Board Member	
Kristin Henry – Edmentum Regional Director of Instruction	
Michelle Dillon – Sanger High School Math Curriculum Support Provider	

Royal Toy

| retoy@lcsc.edu

Education

ED.D. | MAY 2009 | UNIVERSITY OF NORTHERN COLORADO

- Major: Special Education
- Minor: Statistics & Research Methodology
- Dissertation: CHARACTERISTICS OF INDIVIDUALS WHO ARE GIFTED: AN ANALYSIS OF SELF-REPORT SCORES
- Dissertation Chair: Dr. George Betts

M.A. | AUGUST 2004 | UNIVERSITY OF NORTHERN COLORADO

- Major: Special Education
- Focus: Teaching the Gifted & Talented

B.M.E. | DECEMBER 2001 | UNIVERSITY OF NORTHERN COLORADO

- Major: Music Education
- Minor: Drawing

A.A. | MAY 1997 | BRIGHAM YOUNG UNIVERSITY - IDAHO

- Major: Performing/Fine Art
- Focus: Graphic Design & Illustration

Selected Works

PRESENTATION TOPICS (SELECTED)

- Social-Emotional Needs of Gifted Children
- SENG Parent Groups
- Underachievement
- Conflict Management
- Advantages and disadvantages for acceleration

PUBLICATIONS (SELECTED)

- Betts, Toy, Vasquez. (2006). *The young gifted child and the autonomous learner model*. Greeley, CO: ALPS Publishing.
- Lupart, J., Toy, R. (2009). Twice exceptional: Multiple pathways to success. In L. A. Shavinina (Ed.), *International handbook on giftedness* (pp.507-525). Springer Netherlands.
- Omdal, S., Rude, H., Betts, G., & Toy, R. (2010). American Indian Students: Balancing Western and Native Giftedness. In J. A. Castellano & A. D. Frazier (Eds.) *Special Populations in Gifted Education: Understanding Our Most Able Students From Diverse Backgrounds*. Woodway, TX: Prufrock Press Inc.
- Toy, R. (2015). Differentiation of Processes for the Gifted, in F. A. Karnes & S. M. Bean (Eds.) *Methods and Materials for Teaching the Gifted* (4th ed.). Waco, TX: Prufrock Press.

Attachment **D**: Board of Directors' Resumes

LEADERSHIP

- Director, Mississippi Governor's School, 2011 – 2018
- Director, Summer Discovery (Program for gifted youth), Summer 2010 – 2018
- Coordinator, AREA Gifted Conference, 2016 – 2018
- Coordinator, Teachers of the Gifted Instructional Forum, 2010 – 2018

Experience

ASSOCIATE PROFESSOR | LEWIS-CLARK STATE COLLEGE | JULY 2018 - PRESENT

- Director, PACE
- Coordinator/Developer of the Mastery-Based Program toward certification
- Faculty Senator (Secretary 2020 -2022)

ASSOCIATE PROFESSOR | MISSISSIPPI UNIVERSITY FOR WOMEN | AUGUST 2009 – JUNE 2018

- Graduate Faculty Member
- Coordinator of Graduate Programs in Education
- Faculty Senator (President 3 years)

Paul O. Merrill

paul.o.merrill@gmail.com • Lewiston, ID

Education

UNIVERSITY OF IDAHO. College of Law. Juris Doctor.

5/2019

- Dean's List. 6 semesters. *cum laude*
- Class Standing. *9th*
- Alumni Award For Excellence

LEWIS-CLARK STATE COLLEGE. Bachelor of Science: Nursing.

2011

UNIVERSITY OF IDAHO. Army ROTC.

2009-2011

Experience

PALANTIR SOLUTIONS, LLC Lewiston, ID

7/2022 - current

Attorney - *Licensed in Idaho and Washington*

- Managing member in a law firm that assists parties engage in cost effective alternative dispute resolution.
- Facilitates communication between litigious parties to assist in effectuating a mutual resolution.
- Apply relevant laws, regulations, policies and precedents to resolve disputed matters.

CREASON, MOORE, DOKKEN & GEIDL, PLLC Lewiston, ID

8/2019 - 6/2022

Associate Attorney – *Licensed in Idaho and Washington*

- Represent 70+ individuals, businesses, financial institutions, guardians/conservators, trustees and personal representatives in federal and state criminal, civil, bankruptcy, and transactional matters.
- Prepare documents and settlement agreements for real estate transactions, contracts for the sale of businesses and assets, litigated trusts, estates, guardianships, conservatorships, and family law matters.
- Research and advise individuals and businesses on state and federal regulations for business formations, contracts, taxes, healthcare, water rights, and environmental regulations.

UNIVERSITY OF IDAHO College of Law

8/2017 – 5/2019

Legal Writing and Analysis Teacher's Assistant – *Professors Cheryl Beckett & Ryan Lincoln*

- Supervise, mentor, and assist 15-20 first-year law students in developing legal writing and legal analytical skills.

UNITED STATES ARMY – Landstuhl Regional Medical Center Landstuhl, Germany

2012-2016

Army Nurse Corps Officer and Clinical Staff Nurse

- Managed and supervised 12-14 staff members in providing inpatient care to Marines, Soldiers, Airmen, and Seamen injured in Iraq and Afghanistan at a Level II trauma center.
- Interdisciplinary team member for federal regulations, process improvement, and patient safety committees.

Presentations

Second District Bar Association

2/2020

- Presented *Taxes, Trusts, and Disability Planning* to local Attorneys and Judges.

Clearwater Estate Planning Council

1/2020

- Presented *Pre & Post Nuptial Agreements* to local CPAs, CFPs, and Attorneys.
- Presented *SECURE Act* to local CPAs, CFPs, and Attorneys.

European Regional Medical Command Healthcare Conference

11/2014

- Presented *Nursing Staff Describing Perceptions of Horizontal Violence: A Military Perspective* to healthcare managers and supervisors within European Regional Medical Command.

Certificates

- Army Commendation Medal. 2016

Attachment D: Board of Directors' Resumes

Resume.

Mike Kingsley, Age 62

Education.

1978 Graduate Lewiston High School

1980 First class radio license obtained, BJLT training (Radio Electronic)

Certifications obtained.

CIE, Certified Indoor environmentalist. 2002 IAQA (Indoor Air Quality Association)

IICRC, Mold remediation training, Fire Damage restoration, Water Damage Restoration, Mold Remediation.

Basement Systems, Water intrusion certification, Clean Space installation school, Bradford Connecticut

Work History:

Various Radio Stations 1978 through 1985

1985 through 1992, Rivercrest Hospital Lewiston Idaho, Psychiatric technician, assistant Recreational Therapist.

1985 through 92, Allclean, A-1 window cleaning and Valley Roof Cleaning, Chem Dry partnership with Donald Kingsley.

92 through 97 Michigan Chem Dry franchises built up several, sold them moved back to Idaho

97 through 2012 Clearwater Chem Dry, King Services, 123 Floor, Paint warehouse, Real estate development, property management. Chem Dry of Spokane, nine franchises.

2012 through present State Representative, volunteer services with various Alcohol and Drug facilities across the State

Boards.

Lewiston Gun club. President. 1992 through 95

American Red cross advisory board, 95 through 97

Tri State Hospital Foundation, 2007 through 2011

Lewiston Air Quality commission 2002 through 2005

Lewis Clark State College Business Division board 2006 through 2010

Pacific Empire Radio 2006 through 2010

Lewiston Chamber Legislative Committee 2008 through 2011

Attachment D: Board of Directors' Resumes

Founder of Jackson Baldwin Falls a water feature that graces the entrance of Lewiston as you head south up 21st, A children's memorial for those who passed before their 18th birthday. It was inspired by a young man named Jackson Baldwin that died of cancer at the age of ten, a friend of my daughter that taught us all the value of love. This completed in 2006

Legislative:

Health and Welfare committee

Vice Chair of Local Government

Commerce and Human Resources

Served on the Governor's task force on the Opioid Crisis also IROC Idaho's response to the Opioid Crisis.

Contact information.

Mike [REDACTED]

Carolyn [REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

NATHAN HERCULA

• nhercula@gmail.com

EXPERIENCE

MAY 2021 – PRESENT

PASTOR OF FAMILY MINISTRIES, CROSSPOINT ALLIANCE CHURCH

- Overseeing all church ministry functions for ages birth through eighteen
- Leading a staff team, as well as a large volunteer team
- Redeveloping ministry structures and spaces to best align with the mission and values of CrossPoint
- Preaching at least 12 times a year
- Developing leaders who are equipped and empowered to lead significant areas of ministry
- Providing counseling and spiritual care/direction to individuals, couples, and families as needed

NOVEMBER 2019 – MARCH 2021

INTERIM LEAD PASTOR, HILLSIDE COMMUNITY CHURCH

- Shepherded the church through multiple crises
- Oversaw multiple staff members
- Developed an intern, preparing him for full-time ministry
- Led the elder board into fulfilling the church's mission and vision
- Equipped ministry leaders to adapt with ongoing changes
- Coached a team in an active church plant
- Created sermon series, preaching 3 – 4 times a month, and guiding others to fill the pulpit
- Fulfilled all pastoral responsibilities (i.e., visitations, counseling, weddings, funerals, etc.)

AUGUST 2015 – OCTOBER 2019

PASTOR OF MINISTRY DEVELOPMENT, HILLSIDE COMMUNITY CHURCH

- Brought structure and intentionality into the youth ministry
- Oversaw the midweek children's program
- Refreshed the worship ministry, including the Sunday evening Vespers service
- Developed and implemented an entirely new small group ministry
- Trained up and equipped leaders within all the above ministries
- Preached 6 – 8 times a year, including several series

MAY 2013 – DECEMBER 2014

ASSOCIATE PASTOR, NEW JOY CHURCH

- Co-Shepherded the families of New Joy Church
- Led all aspects of youth ministry
- Developed a college and young adult ministry
- Coordinated all aspects of the worship ministry
- Taught and developed the Christian education ministry

SEPTEMBER 2012 – APRIL 2013

YOUTH MINISTRY INTERN, NEW JOY CHURCH

- Built meaningful relationships with students
- Taught on a rotating schedule
- Provided insight and new ideas for the youth leadership team

FEBRUARY 2012 – AUGUST 2012

YOUTH MINISTRY INTERN, CAPE COD BIBLE ALLIANCE CHURCH

- Taught Sunday school on a regular basis, as well as youth group
- Worked with a team of volunteers and student leaders
- Organized and assisted at events and activities

EDUCATION

MAY 2013

BACHELOR OF ARTS IN PASTORAL LEADERSHIP, CROWN COLLEGE

This degree prepared me for the multi-faceted role of leading and building a strong church. Courses were in biblical history, theology, missions, leadership, preaching, and several other Christian ministry topics.

MAY 2013

BACHELOR OF SCIENCE IN CHRISTIAN STUDIES, CROWN COLLEGE

Courses for this degree were in Christian ethics, apologetics, hermeneutics, spiritual life development, antiquities of Scripture, and many more foundational Christian studies topics.

SKILLS

- **Teaching** – making God's Word relatable and applicable
- **Preaching** – calling people to action from the truths in Scripture
- **Ministry Development** – reviving and creating healthy ministry opportunities
- **Leadership** – providing clear direction while equipping other leaders
- **Administration** – thoughtfully planning and organizing details
- **Music** – passionately leading the church in worshipping God

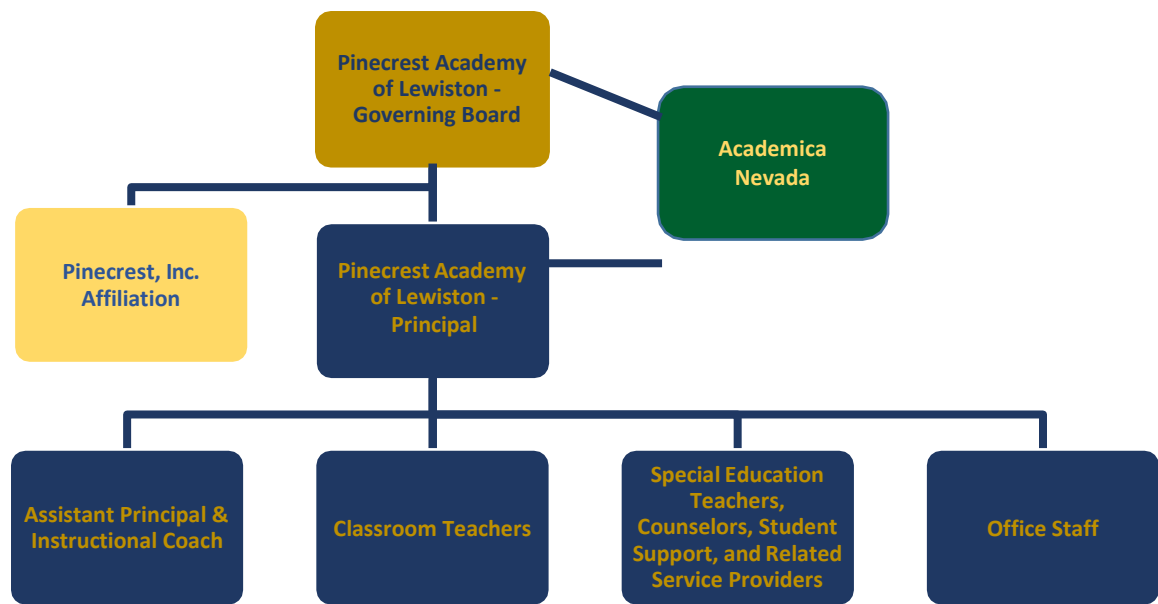
ACCOMPLISHMENTS

- 2017 – Ordained with the Christian and Missionary Alliance
- 2013 – Accredited and licensed with the Christian and Missionary Alliance

VISION & LEADERSHIP

Making disciples who are well equipped to make other disciples is at the core of my heart and vision for ministry. God has graciously given us the context in which that best takes place – authentic Biblical community within the Body of Christ. Discipleship is about transformation. If we desire for as many people as possible to experience the transforming power of Christ, then discipleship is also about multiplying opportunities for more people to experience that transformation. This always requires leadership development, for where you have leaders, you have opportunities for ministry growth.

PINECREST ACADEMY ORGANIZATIONAL CHART



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

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



Pinecrest Academy of Lewiston

Principal Job Description

Pinecrest Academy of Lewiston is a public charter school located in Lewiston, Idaho, opening in August 2023 serving students in grades K-8 at full buildout. Principal applicants will be expected to provide the leadership and management necessary to administer and implement all programs, activities, and policies essential to ensure high quality educational experiences and services for all students in a safe, nurturing, and enriching environment. As a school with a STEM focus, it is beneficial that the applicant is familiar with best practices in teaching methods of integrating a STEM curriculum into daily instruction.

QUALIFICATIONS

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

EXPERIENCE

Required: A total of five years of school experience is required, including a minimum of three (3) years of experience as a Principal/Asst. Principal. Must hold an Idaho-issued Administrator Certificate with a School Principal Endorsement or an Administrator Certificate with a Superintendent Endorsement or be eligible to receive the same before school opening.

The principal of Pinecrest Academy of Lewiston (PAL) will report to the PAL Governing Board and will supervise all Administrative, Instructional, and Non-Instructional Staff at the school.

Contract Year: TWELVE (12) MONTHS

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

The School Principal Shall:

- Pursue the vision and execute the mission of the school.
- As Head of School, he/she will provide leadership and direction to all instructional and non-instructional staff.
- Supervise and observe all instructional practices in the school, including coaching and mentoring directly or through other staff and/or professional development programs.
- Hire, evaluate, and terminate staff
- Administer Pinecrest Academy of Lewiston scheduling, enrollment, and curriculum.
- Serve as liaison to the Board of Trustees, including but not limited to providing formal and informal reports to the Board and charter entity.
- Work collaboratively in conjunction with all stakeholders to ensure the success of the school.
- Implement and follow policies and procedures.
- Provide a safe environment for learning.

Start Date: July 1, 2023, unless the school earns a grant award to fund the principal salary during incubation year

Attachment E2: Principal Job Description

Starting Salary: Competitive to local market; based on experience

Application Process:

Submit cover letter, resume, copy of license showing Principal/Educational Leadership Endorsement or similar, and letters of recommendation to gayle.jefferson@academicnv.com

Application Deadline: XXXXX

Tentative Screening Interviews to be held during the week of XXXXXX

At the completion of the screening interviews, candidate(s) will interview before the Pinecrest Academy of Lewiston Board of Directors during a public board meeting.

Idaho Principal Evaluation Framework

Domain 1 – School Climate: *An educational leader promotes the success of all students by advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development. An educational leader articulates and promotes high expectations for teaching and learning while responding to diverse community interest and needs.*

1a. School Culture: *Principal establishes a safe, collaborative, and supportive culture ensuring all students are successfully prepared to meet the requirements for tomorrow's careers and life endeavors.*

Unsatisfactory	Basic	Proficient	Distinguished
<p>The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Is inconsistent in creating maintaining rules and policies designed to ensure a safe environment for staff and students. <input type="checkbox"/> Ignores or dismisses conflict <input type="checkbox"/> Passively listens to staff and community feedback but relies on his/her personal interpretation. <input type="checkbox"/> Barriers continue or are created due to the lack of willingness to collaborate toward improving the school setting. 	<p>The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Complies with pertinent laws and policies regarding school safety and prevention by creating a detailed school safety plan, which addresses potential physical and emotional threats. <input type="checkbox"/> Establishes rules and related consequences designed to keep students safe. <input type="checkbox"/> Responds to conflict and seeks to resolve it. <input type="checkbox"/> Alone or with school leadership team, monitors school climate by gathering data about student and staff perceptions; responds to significant issues after they arise. <input type="checkbox"/> Connects appropriate strategies and solutions to known barriers to promote a school culture of excellence, equity, and safety across all school settings. 	<p>The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Ensures that disciplinary policies and actions remove students from learning opportunities only as a last resort. <input type="checkbox"/> Ensures that staff proactively engages in conflict resolution. <input type="checkbox"/> Models and promotes positive school culture. <input type="checkbox"/> Actively elicits and uses feedback that measures the school and community perceptions and uses this data consistently to monitor and improve school climate. <input type="checkbox"/> Collaborates with all school-level stakeholders in creating opportunities to safely examine assumptions and beliefs, which may serve as barriers to a school culture that embraces diversity in race, language, gender, culture and values. 	<p>The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Collaborates with other school/district leaders to develop more effective strategies to comply with regulations, improve school safety, and ensure equitable application of safety procedures. <input type="checkbox"/> Collaborates with other school/district leaders to proactively identify physical and emotional threats and resolve them peacefully. <input type="checkbox"/> Reduces conflict in school and district setting by monitoring and promoting a positive school culture encouraging positive engagement between students, staff, and parents. <input type="checkbox"/> Systematically elicits feedback from school, district, and community and is explicit in analysis of and reflection on data and establishes actions based on data analysis. <input type="checkbox"/> Collaborates with other school/district leaders as well as with instructional staff, students, and their families in creating opportunities to safely examine deeply held assumptions and beliefs, which may serve as barriers to a school culture that embraces diversity in race, language, gender, culture, and values.

Attachment **E3**: Principal Evaluation Framework

Idaho Principal Evaluation Framework

1b. Communication: *Principal is proactive in communicating the vision and goals of the school or district, the plans for the future, and the successes and challenges to all stakeholders.*

Unsatisfactory The principal	Basic The principal	Proficient The principal also	Distinguished The principal also
<ul style="list-style-type: none"> <input type="checkbox"/> Doesn't develop a vision for the school or develops a vision for the school with little or no collaboration with stakeholders. <input type="checkbox"/> Does not monitor school goals or plans or align them to school programs. <input type="checkbox"/> Does not create or support opportunities for departments to communicate or collaborate. <input type="checkbox"/> Uses print and/or email but does not use additional technology (e.g., website, social media) for communication to parents or other external constituents. A technology-based communications plan is not available. 	<ul style="list-style-type: none"> <input type="checkbox"/> When making organizational decisions, refers to and requires others to reference the mission and vision, ensuring all staff know and understand it. <input type="checkbox"/> Monitors school goals, programs, and actions. <input type="checkbox"/> Facilitates clear, timely communication across the school's departments to support effective and efficient school operations. <input type="checkbox"/> Uses print and/or email and intermittently uses additional technology (e.g., website, social media) for communication to parents or external constituents. <input type="checkbox"/> Puts in place a technology-based communication plan that shows the timeline for information dissemination. 	<ul style="list-style-type: none"> <input type="checkbox"/> Ensures that stakeholders have meaningful input in the school's vision and mission, aligning with academic and social learning goals for students. <input type="checkbox"/> Adjusts the school improvement plan using data and input from stakeholders to ensure that programs and actions support the school's vision and mission. <input type="checkbox"/> Leads school staff in using multidirectional communication strategies and engages stakeholders. <input type="checkbox"/> Creates a technology-based communications plan that is based upon community members' technology use preferences and is timed to the school schedule. 	<ul style="list-style-type: none"> <input type="checkbox"/> Leads, participates in, or advocates for changes to school or district vision and goals based on data to improve performance, school culture, and school success. <input type="checkbox"/> Through the use of multiple communication strategies, leads staff, colleagues, and community in creating and monitoring school improvement plans in alignment with the district's initiatives. <input type="checkbox"/> Collaborates with staff and community members through the use of multiple communication strategies to increase the effectiveness of internal and external communication. <input type="checkbox"/> Leads, participates in, or advocates for the use of technology or the development of technology-use communications plans to increase communication to all stakeholders regarding appropriate information for all stakeholders.

Attachment **E3**: Principal Evaluation Framework

Idaho Principal Evaluation Framework

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

Unsatisfactory	Basic	Proficient	Distinguished
<p>The principal</p> <ul style="list-style-type: none"> Does not meaningfully involve all stakeholders in the school's activities. Considers the community separate from the school and overlooks opportunities to engage in the community's various cultures. 	<p>The principal</p> <ul style="list-style-type: none"> Invites community input and inconsistently uses the input to inform decisions. Provides isolated opportunities for involving the community in school activities. 	<p>The principal also</p> <ul style="list-style-type: none"> Consistently seeks and/or creates opportunities that engages the school community in activities that support teaching and learning. Promotes appreciation and understanding of the community's various cultures by providing opportunities for interaction with the community within the school. 	<p>The principal also</p> <ul style="list-style-type: none"> Leads or collaborates on initiatives to bring the community into the school facility to better understand its initiatives, culture, and/or needs. Proactively engages students, educators, parents, and community partners in building relationships that improve teaching and learning along with other emerging issues that impact district and school planning, programs, and structures.

Domain 2 – Collaborative Leadership: *An educational leader promotes the success of all students by ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment. In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs. He or she uses research and/or best practices in improving the education program.*

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

Unsatisfactory	Basic	Proficient	Distinguished
<p>The principal</p> <ul style="list-style-type: none"> Does not use professional learning plans to support staff professional learning. Provides few advancement or leadership opportunities for staff. Has not begun to develop and implement shared leadership as part of the process of shared governance. 	<p>The principal</p> <ul style="list-style-type: none"> Through the use of professional learning plans, provides feedback on professional behavior to teachers and other staff and remediates behavior as needed. Provides staff equal access to opportunities for learning, leadership, and advancement. Has begun to develop and implement shared leadership as part of the process of shared governance. 	<p>The principal also</p> <ul style="list-style-type: none"> Encourages professional growth through the use of a professional learning plan, providing opportunities for individualized professional development. Creates structured opportunities for instructional staff and other staff to expand leadership. Effectively develops and sustains a culture of shared leadership as part of the process of shared governance. 	<p>The principal also</p> <ul style="list-style-type: none"> Leads, participates in, or advocates for expanding the power of professional learning plans and their use as a tool to create dialog that promotes leaders throughout school and district. Collaborates with other school/district leaders on how to facilitate structured opportunities for increased shared leadership. Collaborates with other school/district leaders on how to effectively develop and sustain a culture of shared leadership as part of the process of shared governance.

Attachment **E3**: Principal Evaluation Framework

Idaho Principal Evaluation Framework

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

Unsatisfactory	Basic	Proficient	Distinguished
<p>The principal</p> <ul style="list-style-type: none"> Does not manage time effectively or prioritize activities. Does not manage projects successfully, which leads to milestones and deadlines missed. Lacks systems and processes for planning and managing change. Cannot use or explain the use of technology to support instruction and learning. 	<p>The principal</p> <ul style="list-style-type: none"> Prioritizes the use of school time to ensure that some staff activities focus on improvement of student learning; organizes majority of professional time to the school's priorities but may also engage in time wasting activities. Manages projects using list of milestones and deadlines; impact of change is sometimes documented. Establishes clear and consistent process and systems to manage change. Uses email, but relies on others to facilitate communications and monitoring through the use of technology to support instruction and learning. 	<p>The principal also</p> <ul style="list-style-type: none"> Prioritizes the use of school time to ensure that staff and student activities focus on improving student learning. Applies project management to systems throughout the school and systematic monitoring and collaboration with stakeholders. School staff and other stakeholders adhere to established processes and procedures in place to manage and monitor change. Uses and initiates the use of technology among staff in order to support instruction and learning. 	<p>The principal also</p> <ul style="list-style-type: none"> Coaches or facilitates other leaders in effective use of school time by prioritizing to ensure staff and student activities focus on school priority areas and student learning. Leads, participates in, or advocates for districtwide efforts to apply project management systems and facilitates systematic monitoring and collaboration with stakeholders. Mentors/Coaches other school leaders in effective, transparent strategies that systematically manage and monitor change while incorporating staff and stakeholders. Uses advanced features to lead effective use of a variety of technology tools to increase productivity and support instruction and learning.

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

Unsatisfactory	Basic	Proficient	Distinguished
<p>The principal</p> <ul style="list-style-type: none"> Makes decisions with little or no consultation with stakeholders. 	<p>The principal</p> <ul style="list-style-type: none"> Is transparent with staff about allocation of resources and any expected changes. 	<p>The principal also</p> <ul style="list-style-type: none"> Seeks input from stakeholders, and is transparent about decisions by informing stakeholders of purposes and anticipated effects of those decisions. 	<p>The principal also</p> <ul style="list-style-type: none"> Anticipates the possible effects of decisions to minimize unintended consequences.

Attachment **E3**: Principal Evaluation Framework

Idaho Principal Evaluation Framework

2d. Leadership Renewal: *Principal strives to continuously improve leadership skills through, professional development, self-reflection, and utilization of input from others.*

<p>Unsatisfactory The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Does not write or consider a professional learning plan. <input type="checkbox"/> Does not engage in professional development opportunities. <input type="checkbox"/> Does not use self-reflection or monitoring of goals in measuring professional growth. <input type="checkbox"/> Does not address discrimination or intolerance in professional growth, reflection practices, or in the school community. Does not address problems of discrimination or intolerance in the school community. 	<p>Basic The principal</p> <ul style="list-style-type: none"> <input type="checkbox"/> Completes a professional learning plan in a timely manner. <input type="checkbox"/> Engages in professional development offered to principals by the district. <input type="checkbox"/> Meets requirements for self-reflection, evaluating his/her own practice, and discussing feedback with evaluator; adjusts practice as required. <input type="checkbox"/> Pursues professional development and training to support efforts in eliminating discrimination or intolerance in the school 	<p>Proficient The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Seeks throughout the year to improve leadership skills by collaborating with colleagues, pursuing professional development that improves leadership skills, and is incorporated in a professional learning plan. <input type="checkbox"/> Uses feedback, surveys, and evaluations to inform personal professional development plans and improves practice by consistently monitoring progress and making adjustments as necessary. <input type="checkbox"/> Uses self-reflection and data that is aligned to school and district vision and/or needs. As goals are measured and achieved, leadership skills, school culture, and student learning are improved. <input type="checkbox"/> Acts as a role model against discrimination and intolerance and leads professional development/conversations as necessary so that students and staff support efforts to eradicate any of these practices from the school setting. 	<p>Distinguished The principal also</p> <ul style="list-style-type: none"> <input type="checkbox"/> Leads, participates in, or advocates for district efforts to improve principal professional development that improves leadership skills while incorporating these skills within professional learning plans. <input type="checkbox"/> Leads, participates in, or advocates for the use of feedback, surveys, and evaluations that inform professional development and improves professional practice by consistently monitoring progress and making adjustment as necessary. <input type="checkbox"/> Leverages opportunities to lead staff and district to systematically monitor professional development and progress towards goals using self-reflection and data to measure and improve professional skills. <input type="checkbox"/> Leads, participates in, or advocates for districtwide efforts against discrimination or intolerance.
--	---	--	--

Attachment **E3**: Principal Evaluation Framework

Idaho Principal Evaluation Framework

2e. Accountability: *Principal establishes high standards for professional, legal, ethical, and fiscal accountability self and others.*

Unsatisfactory The principal	Basic The principal	Proficient The principal also	Distinguished The principal also
<ul style="list-style-type: none"> <input type="checkbox"/> Is not prepared, is often absent at key meetings, engages in disrespectful behaviors that do not honor others. <input type="checkbox"/> Manages fiscal responsibilities in a disordered, irresponsible way. <input type="checkbox"/> Engages in illegal or unethical conduct. <input type="checkbox"/> Does not understand policies and laws related to school and district. <input type="checkbox"/> Cannot describe how technology tools are used to collect, organize or analyze data. 	<ul style="list-style-type: none"> <input type="checkbox"/> Is prepared, participates in, and is ready to listen to and respect others in planned and unplanned meetings with periodic exceptions (sidebar conversations, distractions during planned or unplanned meetings). <input type="checkbox"/> As allowed by the district, allocates available fiscal, personnel, space, and material resources in an appropriate legal and equitable manner. <input type="checkbox"/> Does not engage in illegal or unethical conduct. <input type="checkbox"/> Understands policies and laws related to school and district and enforces or complies as necessary. <input type="checkbox"/> Encourages staff to use some technology tools to collect, organize and analyze data. 	<ul style="list-style-type: none"> <input type="checkbox"/> Is prepared, participates fully in, and is ready to listen to and respect others in planned and unplanned meetings. He/she encourages ideas and engages others in meaningful dialogue. <input type="checkbox"/> Works with others to modify educational systems, as needed, to increase their effectiveness in using and allocating fiscal, personnel, space, and material resources to meet all students' needs. <input type="checkbox"/> Meets the letter and spirit of the law, avoiding both the fact and appearance of impropriety concerning illegal or unethical behavior, while expecting students and colleagues to display professional ethical and respectful behavior at all times. <input type="checkbox"/> Effectively implements district rules, policies, and laws while enforcing clear expectations, structures, and fair rules and procedures for students and staff. <input type="checkbox"/> Conscientiously and routinely studies changes to laws and policies to maintain the school's compliance. <input type="checkbox"/> Uses/demonstrates the use of technology tools for data analysis. 	<ul style="list-style-type: none"> <input type="checkbox"/> Leads and is an example for others concerning preparation for meetings, participation, and respectful behaviors within meetings, while promoting appropriate behavior in meetings and encouraging sharing of ideas and engaging others in meaningful dialogue. Provides meaningful and timely input into the development of district and board policy. <input type="checkbox"/> Leads, participates in, or advocates for district or statewide efforts to improve the effective and efficient use of resources, supporting fiscal accountability. <input type="checkbox"/> Leads, participates in, or advocates for districtwide professional development concerning illegal or unethical conduct. <input type="checkbox"/> Leads, participates in, or advocates for conversations about district rules, policies, and laws while enforcing clear expectations, structures, and fair rules and procedures for students and staff. <input type="checkbox"/> Leads colleagues in using a systematic method to routinely study changes to laws and policies to maintain the school's compliance. <input type="checkbox"/> Leads, participates in, or advocates for the use of technology tools for data analysis.

Attachment **E3**: Principal Evaluation Framework

Idaho Principal Evaluation Framework

Domain 3 – Instructional Leadership: *An educational leader promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. He or she provides leadership for major initiatives and change efforts and uses research and/or best practices in improving the education program.*

3a. Innovation: *Principal seeks and implements innovative and effective solutions that comply with general and special education law.*

Unsatisfactory The principal	Basic The principal	Proficient The principal also	Distinguished The principal also
<ul style="list-style-type: none"><input type="checkbox"/> Does not support or encourage staff members to refine curriculum, innovate, or improve instruction.<input type="checkbox"/> Does not provide opportunities for instructional staff to collaboratively analyze data to support individual students or groups of students.<input type="checkbox"/> Is familiar with local, state, and federal laws and policies.<input type="checkbox"/> Has not promoted the use of technology that supports student mastery of the required curriculum.	<ul style="list-style-type: none"><input type="checkbox"/> Inconsistently provides opportunities for staff members to refine curriculum, innovate, or improve instruction OR mandates activities that are not meaningfully connected to staff engagement and/or school needs.<input type="checkbox"/> Has begun to engage instructional staff in the collaborative analysis of data to support individual students or groups of students.<input type="checkbox"/> Adheres to all local, state, and federal laws and policies and regulations while ensuring activities legally align to the connecting laws, policies, and regulations.<input type="checkbox"/> Encourages instructional staff members to have access to some technology, hardware, software, professional learning, and support.	<ul style="list-style-type: none"><input type="checkbox"/> Encourages opportunities for instructional staff to routinely engage in techniques to review performance data and student work to refine curriculum implementation and innovation.<input type="checkbox"/> Systematically engages instructional staff in ongoing collaborative analysis to plan for continuous improvement for each student, student group, and subgroup of students and the school as a whole.<input type="checkbox"/> Conscientiously and routinely studies changes to laws and policies while collaborating with experts concerning general and special population educational needs of students.<input type="checkbox"/> Requires, monitors, and models the use of technology that supports student mastery of the required curriculum.	<ul style="list-style-type: none"><input type="checkbox"/> Coaches or mentors others in the use of techniques such as action research to refine curriculum implementation and innovation.<input type="checkbox"/> Encourages members of his/her instructional staff to lead district in techniques such as action research projects to refine curriculum and drive innovation.<input type="checkbox"/> Leads, participates in, or advocates for a districtwide, systematic collaboration of instructional staff and coaches ongoing collaborative analysis to plan for continuous improvement for each student, student group, and subgroup of students and the school as a whole.<input type="checkbox"/> Routinely studies changes to laws and policies and leverages relationships with external agencies, organization, and partners to support collaboration with experts concerning general and special population educational needs<input type="checkbox"/> Coaches or leads district leadership in promoting, monitoring and modeling the use of technology to support mastery of the required curriculum.

Attachment **E3**: Principal Evaluation Framework

Idaho Principal Evaluation Framework

3b. Instructional Vision: *Principal ensures that instruction is guided by a shared, research-based instructional vision that articulates what students do to effectively learn the subject.*

Unsatisfactory

The principal

- ☐ Is not familiar with and has not mapped Idaho's standards or planned for their implementation.
- ☐ Lacks an instructional vision that includes the process of curriculum alignment, both vertically and horizontally.
- ☐ Does not have a research-based strategic action plan regarding instruction.

Basic

The principal

- ☐ Provides time, space, and opportunities for staff to align curriculum to Idaho standards per district instructional priorities.
- ☐ Encourages staff to collaborate in the process of curriculum alignment, both vertically and horizontally.
- ☐ Has shared a research-based strategic action plan regarding how instruction is shared and has clarified roles to enhance organizational alignment.

Proficient

The principal also

- ☐ Leads and collaborates with instructional staff to align the school curriculum and instruction with Idaho standards.
- ☐ Implements an instructional vision to fully align the curriculum horizontally and vertically with Idaho standards.
- ☐ Collaborates with instructional staff to create a research-based strategic action plan that ensures instruction is guided and shared and clarifies roles to enhance organizational alignment.

Distinguished

The principal also

- ☐ Leads, participates in, or advocates for identification of best practices to align curriculum and instruction to Idaho standards.
- ☐ Leads, participates in, or advocates for curriculum alignment through a systematic, continuous process to fully align the curriculum horizontally and vertically with Idaho standards.
- ☐ Leads, participates in, or advocates for a research-based strategic action plan through collaboration with instructional staff that ensures instruction is guided and shared that includes a management system that clarifies roles to enhance organizational alignment.

Attachment **E3**: Principal Evaluation Framework

Idaho Principal Evaluation Framework

3c. High Expectations: *Principal sets high expectation for all students academically, behaviorally, and in all aspects of student well-being.*

Unsatisfactory The principal	Basic The principal	Proficient The principal also	Distinguished The principal also
<ul style="list-style-type: none"> <input type="checkbox"/> Communicates the need for using student data for student outcome decision making and monitoring with little to no evidence supporting efforts to actually do so. <input type="checkbox"/> Rarely uses techniques to monitor or document that instructional staff use high-impact instructional practices. <input type="checkbox"/> Does not engage instructional staff in collaborative efforts to set high standards for learners. <input type="checkbox"/> Provides few to no opportunities for staff members to participate in a collaborative process to set and use benchmarks and rubrics to generate student efficacy and responsibility. <input type="checkbox"/> Conveys an understanding of the integration of research based practices to address the whole child, but provides little evidence to support their use in practice. 	<ul style="list-style-type: none"> <input type="checkbox"/> Uses student data to monitor student success by identifying students or student groups that may be struggling. <input type="checkbox"/> Monitors and documents instructional staff's use of high-impact instructional practices. <input type="checkbox"/> Inconsistently engages instructional staff in efforts to set high standards for learners. <input type="checkbox"/> Uses benchmarks and rubrics for assessing student work; it is inconsistent across instructional staff. <input type="checkbox"/> Uses a wide range of research-based practices to address the needs of the whole child. 	<ul style="list-style-type: none"> <input type="checkbox"/> Uses student growth data to routinely collaborate with instructional staff by identifying critical gaps, and initiates modification of instruction. <input type="checkbox"/> Collaborates with instructional staff and incorporates observation to ensure that instructional staff uses high-impact instructional practices. <input type="checkbox"/> Collaborates with instructional staff to set high expectations and identify potential barriers to success for all learners. <input type="checkbox"/> Consistently uses a systematic process to set and use benchmarks and rubrics <input type="checkbox"/> Collaborates with instructional staff including a wide range of specialists to use research-based practices to address the needs of the whole child. 	<ul style="list-style-type: none"> <input type="checkbox"/> Leads, participates in, or advocates for district-wide efforts to collaboratively measure and monitor student growth data and initiate modifications as necessary. <input type="checkbox"/> Leads, participates in, or advocates for district staff in supporting the use of high-impact instructional practices across the district, monitoring effect over time. <input type="checkbox"/> Leads school and mentors district colleagues to collaborate with instructional staff to set high expectations and identify potential barriers to success for all learners. <input type="checkbox"/> Leads, participates in, or advocates for districtwide effort to use an organized collaborative process to set and use benchmarks and rubrics. <input type="checkbox"/> Leads, participates in, or advocates for a comprehensive integration of research based practices to address the whole child and also seeks advice of psychologists, nurses, social workers, learning disabilities and gifted and talented specialists, speech and language pathologists, and other experts who can help address student needs.

Attachment **E3**: Principal Evaluation Framework

Idaho Principal Evaluation Framework

3d. Continuous Improvement of Instruction: <i>Principal has proof of proficiency in assessing teacher performance based upon the Danielson Framework for Teaching. Aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision.</i>			
Unsatisfactory The principal <ul style="list-style-type: none"> <input type="checkbox"/> Cannot provide evidence of proficiency in observation. <input type="checkbox"/> Does not encourage professional learning plans with staff and teachers during the evaluation process. 	Basic The principal <ul style="list-style-type: none"> <input type="checkbox"/> Provides evidence of evaluator proficiency in assessing teacher performance with accuracy and consistency based upon Danielson Framework for Teaching. <input type="checkbox"/> Implements professional learning plans with staff and teachers during the evaluation process, using self-reflection, student growth goals and formative and summative conversations at the beginning and ending of each year. 	Proficient The principal also <ul style="list-style-type: none"> <input type="checkbox"/> Consistently provides evidence of evaluator proficiency by annually renewing and recalibrating proficiency at assessing teacher performance, based upon Danielson Framework for Teaching. <input type="checkbox"/> Consistently and effectively implements professional learning plans for staff and teachers in the evaluative process, ensuring that staff incorporate reflective goal setting practices prior to the school year. <input type="checkbox"/> Collects formative assessment and student growth data during the course of the school year, which informs summative evaluation and staff's instructional goals, using a cyclical process to improve instructional practices. 	Distinguished The principal also <ul style="list-style-type: none"> <input type="checkbox"/> Supports the development in measuring and analysis of district's instructional leaders' proficiency levels based upon Danielson Framework, determined annually and supports professional development (PD) based upon levels of proficiency. Adequately monitors plan implementation. <input type="checkbox"/> Supports district leadership staff in using professional learning plans, supporting teachers and staff in incorporating reflective goal setting prior to the year and at year's end.
3e. Evaluation: <i>Principal uses teacher evaluation and other formative feedback mechanisms to continuously improve teacher effectiveness.</i>			
Unsatisfactory The principal <ul style="list-style-type: none"> <input type="checkbox"/> Does not adhere to legal state and district requirements for teacher and staff evaluation. 	Basic The principal <ul style="list-style-type: none"> <input type="checkbox"/> Adheres to legal state and district requirements for teacher and staff evaluation. 	Proficient The principal also <ul style="list-style-type: none"> <input type="checkbox"/> Provides formative and summative evaluation feedback to staff and teachers, informing them of the effectiveness of their classroom instruction and ways to improve their instructional practices using some data to inform professional development decisions. 	Distinguished The principal also <ul style="list-style-type: none"> <input type="checkbox"/> Utilizes multiple measures to evaluate staff members and teachers, informing them of the effectiveness of their instruction; uses evaluation results to inform professional development decisions.

Attachment **E3**: Principal Evaluation Framework

Idaho Principal Evaluation Framework

3f. Recruitment and Retention: <i>Principal recruits and maintains a high quality staff.</i>			
Unsatisfactory The principal <ul style="list-style-type: none"><input type="checkbox"/> Has little success in recruiting, selecting, or hiring highly qualified and effective personnel.<input type="checkbox"/> Creates a work environment for teachers where staff feels isolated and unvalued.<input type="checkbox"/> Has little to no support or ongoing mentoring or coaching in place.	Basic The principal <ul style="list-style-type: none"><input type="checkbox"/> Has had some success in recruiting, selecting, and hiring highly qualified personnel, based on selection process on district policy.<input type="checkbox"/> Work environment leads some staff to view themselves as members of a team where efforts are valued by some.<input type="checkbox"/> The school has established a mentoring system where teachers meet occasionally, supporting where they can.	Proficient The principal also <ul style="list-style-type: none"><input type="checkbox"/> Actively recruits, carefully selecting and hiring highly qualified and highly effective personnel based on school needs and selection process on district policy.<input type="checkbox"/> Emphasis of school environment leads staff to view themselves as members of a team, where staff achievements are consistently celebrated on a regular basis and where members feel valued.<input type="checkbox"/> Has established a structured, comprehensive and sustained mentoring or coaching program designed to provide varied and scaffolded supports where new teachers are supported in an individualized mentoring or coaching program.	Distinguished The principal also <ul style="list-style-type: none"><input type="checkbox"/> Leads, participates in, or advocates for district efforts to recruit and retain a highly qualified and highly effective personnel, encouraging diversity in school staff.<input type="checkbox"/> Leads, participates in, or advocates for the creation of a work environment for district staff and teachers where they view themselves as members of a school and district team that are harmonious, where staff achievements are routinely celebrated and district and school staff feel valued.<input type="checkbox"/> Leads, participates in, or advocates for a districtwide structured, comprehensive and sustained mentoring or coaching program where new teachers are supported in a variety of scaffolded supports, designed to be individualized for the mentoring or coaching participants.

EDUCATION SERVICE PROVIDER

How and Why the ESP was Selected

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

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

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

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

Term Sheet

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

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

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

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

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

Performance Evaluation Measures and Mechanisms: The board expects Academica Nevada to perform each of the specific duties of the contract. Academica Nevada is expected to work in such a manner that school's annual financial audits do not have any material deficiencies. All state reports must be responded to in a timely manner and to the expectations of the specific state agencies.

They should work in a manner that is supportive and allows the principals to focus on educational goals. The principals should be able to discuss and get immediate advice on day-to-day operational issues.

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

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

Relationship to Governing Board & Roles and Responsibilities

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

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

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

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

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

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

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

- Assist the Board in creating budgets and financial forecasts;
- Assist the Board in preparing applications for grant funds;
- Monitor and assure Compliance with all state reports;

Attachment **F1**: Education Service Provider

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

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

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

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

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

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

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

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

The school principal/administrator will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Governing Board. The school's on-site administration/faculty and

Attachment **F1**: Education Service Provider

staff will report directly to the principal, who then reports to the Governing Board. Academica Nevada will provide bookkeeping and financial forecasting services to the Governing Board for its oversight and approval.

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

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

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

Provides High-quality Services

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

Academica Nevada currently services twenty-five (25) campuses for nine (9) charter school boards in Nevada. Nevada rates its schools through a star system, with 1-star being the lowest rating and 5-star being the highest. Each school level (elementary, middle, high) receives an individual rating. See below for how well the schools serviced by Academica performed during the latest school year for which star ratings are available, the 2018-19 school year:

Charter	Campus	Level	Grades Served	School Star Rating
CIVICA	North Las Vegas	Elementary	K-5	not rated
		Middle	6-8	not rated
Doral	Cactus	Elementary	K-5	5
		Middle	6-8	5
	Fire Mesa	Elementary	K-5	5
		Middle	6-8	5
	Pebble	Elementary	K-5	5
		Middle	6-8	5
	Red Rock	Elementary	K-5	5
		Middle	6-8	4
		High	9-12	not rated
	Saddle	Elementary	K-5	4
		Middle	6-8	5

Attachment **F1**: Education Service Provider

DANN	Northern Nevada	Elementary	K-5	5
		Middle	6-8	5
Mater	Bonanza	Elementary	K-5	3
		Middle	6-8	4
	East	Elementary	K-5	not rated
		Middle	6-8	not rated
		High	9-12	not rated
	Mountain West	Elementary	K-5	4
		Middle	6-8	5
MANN	Northern Nevada	Elementary	K-5	3
		Middle	6-8	5
Pinecrest	Cadence	Elementary	K-5	4
		Middle	6-8	5
		High	9-12	not rated
	Horizon	Elementary	K-5	4
	Inspirada	Elementary	K-5	5
		Middle	6-8	5
	Sloan Canyon	Elementary	K-5	not rated
		Middle	6-8	not rated
		High	9-12	not rated
	St. Rose	Elementary	K-5	4
		Middle	6-8	5
PANN	Northern Nevada	Elementary	K-5	not rated
		Middle	6-8	not rated
Somerset	Aliante	Elementary	K-5	2
		Middle	6-8	5
	Lone Mountain	Elementary	K-5	5
		Middle	6-8	5
	Losee	Elementary	K-5	2
		Middle	6-8	2
		High	9-12	2
	North Las Vegas	Elementary	K-5	2
		Middle	6-8	4
	Sky Point	Elementary	K-5	5
		Middle	6-8	5
		High	9-12	2
	Skye Canyon	Elementary	K-5	5
		Middle	6-8	5
	Stephanie	Elementary	K-5	5
		Middle	6-8	5
Sports Leadership & Management	SLAM	Elementary	K-5	not rated
		Middle	6-8	3
		High	9-12	not rated

Attachment F2: ESP Evaluation Rubric

Service Evaluation Rubric

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

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

Attachment F2: ESP Evaluation Rubric

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

Attachment F2: ESP Evaluation Rubric

Comments:			
Finance – Accounting			
Responsibilities: Budget to actuals are provided to the Board and School Principals in order to make timely and accurate decisions. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Budget to actuals are never provided accurately or timely to Board. No explanations of what makes up the differences.	Inconsistently meets deadline for budget to actual. Lack of details as to what makes up the differences.	Consistently provided timely to allow for review and development of questions at or prior to board meetings. Able to provide details and backup (when necessary) to what makes up the differences.	Consistently provided timely and provides expert knowledge of the financials.
Comments:			
Responsibilities: Submit State reports on time and ensures schools are meeting required state/federal guideline for use of funds. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Consistently late on submission of state reports. Never communicates with the Board or Schools about new or existing required guidelines for the use of funds.	Inconsistent submittal of reports on time. Little communication to the Board and School about guidelines for the use of funds.	Submit reports on time. Keeps Board and School up to date on guidelines for the use of funds.	All reports are submitted on time and accurately. Board and School are kept up to date about guidelines for use of funds and provide explanations about those guidelines.
Comments:			
Responsibilities: Provide Office Managers with support and training to meet their needs (including QB and SGF Account support). <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Office Managers were never trained and questions are never addressed.	Poorly trained, questions are inconsistently addressed in a timely manner (over 1 business day).	Received appropriate training and questions are addressed in a timely manner (within 1 business day).	Receives continuous training and communicates effectively to resolve questions.
Comments:			
Finance – Accounts Payable			
Responsibilities: AP Clerk answers all my questions in a timely manner and provides constant guidance. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
AP Clerk does not respond to questions and ignores requests for assistance.	AP Clerk will occasionally respond to questions and provides moderate support and guidance.	AP Clerk addresses inquires effectively and within a reasonable amount of time (1 business day). Accounts Payable offers help and guidance when it is requested.	AP Clerk regularly takes the initiative to ask if the school is experiencing any problems, offers solutions, and is highly consistent in providing guidance on policies and procedures.
Comments:			
Responsibilities: AP Clerk makes payments to vendors in a timely manner. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			

Attachment F2: ESP Evaluation Rubric

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
AP Clerk makes little to no attempt to pay vendors on time resulting in late fees, cancellation of orders, interruptions of service and numerous payment status inquiries from vendors.	AP Clerk inconsistently pays vendors on time.	AP Clerk effectively processes payments on time, preserving positive relationships with vendors, and improving credit ratings.	AP Clerk exceeds expectations by demonstrating a high turn-around time when processing payments.
Comments:			
Responsibilities: AP Clerk efficiently handles vendor inquiries, credit applications, adding/removing users from current accounts, obtains proper authorization before payments being made according to Financial Policies & Procedures. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
AP Clerk makes no attempt to handle vendor inquiries, credit applications, adds / removes users from current accounts, and does not guide me to follow Financial Policies & Procedures.	AP Clerk makes a moderate effort to handle vendor inquiries, credit applications, adds / removes users from current accounts, and sometimes guides me to follow Financial Policies & Procedures.	AP Clerk effectively handles vendor inquiries, credit applications, adds / removes users from current accounts, and advises me to follow Financial Policies & Procedures.	AP Clerk exceeds expectations in handling vendor inquiries, credit applications, adding / removing users from current accounts, and always guides me to follow Financial Policies & Procedures.
Comments:			
Finance – Budgets and Bonds			
Responsibilities: Prepare budgets that are realistic and keep the school compliant with state and debt requirements. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
No communication with the school when prepared. Budgets are unrealistic and do not take into consideration the needs of the school. Budget would not meet the state financial framework or debt covenants.	Little communication of the budget. Budget is shared but little explanation of the budget. Options are not readily explored with the school.	The budget is communicated with the school and overall budget is explained. Options are presented when requested. The budget is realistic and will meet the state and debt covenants.	The budget is explained to the school and the school has a good understanding of the numbers. Different options are presented and explained to the school when requested to see what options may be available. The budget will pass all required state and debt covenants.
Comments:			
Responsibilities: Facilitating the purchasing of buildings and management of the bonds. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
No communication of the process and no updates throughout the process. Bond covenants are not explained.	Inconsistent updates on the bonding process. Updates to the bond covenants are general and not explained well.	Effective communication about the bond with the proper staff / board members happens timely. Debt covenants are explained.	Highly consistent level of communication is provided to the proper staff / board members. Debt covenants are explained and updated as necessary.
Comments:			

Attachment F2: ESP Evaluation Rubric

Finance – Payroll			
Responsibilities: Complete personnel changes in the payroll system, assist with the overall payroll processing and requests. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests for assistance are ignored and/or no attempt is made to assist. Communication regarding the request is poor.	Some requests are looked into immediately while others take longer to address. Communication regarding the requests needs improvement.	Requests are completed within 24 hours of being notified. Communication regarding the request is open and prompt.	Requests are handled immediately upon sending the initial request. Communication regarding the request exceeds expectations.
Comments:			
Responsibilities: Submit PERS payroll report to the state on time and accurately. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
PERS Reporting is not completed on time and it is not accurate when submitted.	PERS reporting is often completed on time and it is at times accurate.	PERS reporting is completed and submitted by the deadline and it is accurate when submitted.	PERS reporting is completed prior to the deadline and it is completely accurate.
Comments:			
Legal Services			
Responsibilities: Providing day-to-day legal support and advice in coordination with counsel hired by the board. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests for legal support and/or advice is ignored and/or no attempt is made to provide legal support or advice.	Requests for legal support and/or advice are occasionally addressed or are addressed in an untimely manner. Responses are unclear or inconsistent.	Requests for legal support and/or advice receive a response within a reasonable amount of time. Responses are clear, concise, and consistent.	Requests for legal support and/or advice receive a response in a timely manner. The Academia Legal Staff anticipates, communicates, and trains school leaders on relevant legal issues.
Comments:			
Responsibilities: Assist schools in preparing and drafting school and board policies and other written documents (i.e. contracts, MOU's) as requested. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests for written policies or other documents are ignored.	Requests for written policies and other documents are occasionally addressed or addressed in an untimely manner. Policies or other documents need several revisions or corrections.	Requests for written policies and other documents are prepared within a reasonable amount of time. Written policies or other documents are clear, concise, and consistent.	Requests for written policies and other documents are prepared in a timely manner. The policies or written documents are error free.
Comments:			

Attachment F2: ESP Evaluation Rubric

Responsibilities: Work with campus leaders to resolve legal issues regarding parents, staff, and students. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Academica Legal Staff is unwilling or unable to assist the school in these legal issues.	Academica Legal Staff occasionally assists in these legal issues.	Academica Legal Staff assists with these legal issues by talking to the parent and/or assisting in the discipline of a staff member or student.	Academica Legal Staff is willing to be present to meet with the parent, staff member, or student and/or assists the school in coming to a resolution that is most beneficial to the school.
Comments:			
Marketing / Design			
Responsibilities: Confer with clients to determine marketing strategy and design of school marketing materials. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests for meetings and product designs are ignored and/or no attempt is made to provide service. Material and copy fails to meet needs of particular graphic design job, i.e. the size/material or number of products do not match up with the client's wishes.	Some jobs requested are completed in a sufficient manner. Modest attempt is made to fulfill job requests. Modest attempt is made to fulfill copy and style requirements and meets needs and vision from time to time.	Marketing materials and design requests are confirmed within 48 hours and a timeline is agreed upon. The final printed product is consistent with the scope and vision of the marketing project and is within the proposed budget price point.	Expert or high level of service is provided in defining what the client needs with immediate follow up. Initial design is ready according to the pre-arranged timeline, based on the current que and time sensitivity of each request. Product meets and exceeds client's expectations in type, style, arrangement, and size, and shows a mastery of understanding the targeted audience for the material.
Comments:			
Responsibilities: Work closely with school principals, directors, managers, administration, and all other school representatives for creative direction. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Opinions and wishes on creative direction are followed rarely.	Some designs reflect wishes and direction of client.	Most designs are satisfactory in their layout, design, and concept, and closely match up to client's vision.	Products are professional and meets or exceeds client's expectations in final design and presentation.
Comments:			
National School Lunch Program (NSLP)			
Responsibilities: Provide technical assistance to ensure schools are in compliance with the NSLP Regulations and Best Practices. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
No attempt is made to provide technical assistance.	Moderate level of technical assistance is provided.	Consistent level of technical assistance is provided.	High level of technical assistance is provided.
Comments:			
Responsibilities: Provide support in preparation and throughout the NSLP Administrative Review process. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			

Attachment F2: ESP Evaluation Rubric

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Minimal support is provided in preparation and throughout the Administrative Review process.	Limited support is provided in preparation and throughout the Administrative Review process.	Frequent support is provided in preparation and throughout the Administrative Review process.	Initiated and highly consistent support is provided in preparation and throughout the Administrative Review process.
Comments:			
Responsibilities: Provide assistance to schools in completing all required NDA reporting and with applying for renewal of the NSLP. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Little assistance is provided in completing NDA reports and applying for renewal of the NSLP.	Inconsistent assistance is provided in completing NDA reports and applying for renewal of the NSLP.	Appropriate assistance is provided in completing NDA reports and applying for renewal of the NSLP.	Advanced assistance is provided in completing NDA reports and applying for renewal of the NSLP.
Comments:			
Procurement			
Responsibilities: Work with the school leadership to obtain quotes, create purchase orders, and place orders for curriculum, furniture, and equipment based upon the school's requests and needs, while making sure to maintain their allotted budget. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests from the school office manager or Principal are ignored and/or attempts to assist in purchasing the materials is not made.	Some requests are fulfilled in a sufficient manner. Requests are taking an unacceptable length of time to be fulfilled.	Quotes are obtained and orders placed in a timely manner. Suggestions are provided for materials that will meet the needs and requirements.	Expert or high level of service is provided in fulfilling requests from school staff. Records are kept and accessible of prior year purchases for reference. Any order issues that are communicated to us are immediately forwarded to the school.
Comments:			
Responsibilities: Assist in creating the Summer Purchasing Budget for the school, and provide regular progress reporting on budget as purchases are made. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Budgets are not communicated with the school administration, school administration is not aware of how much money they have spent, and how much money they have left.	Budgets are communicated with the school administration, but only at the request of the school administration.	Budgets are updated in a timely manner and available for the school administration on a normal basis.	Budgets are customized at the request of the school administration, and the budget is communicated with the school every time it is updated.
Comments:			
Responsibilities: Assist as a Liaison for and oversee summer furniture installation. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			

Attachment F2: ESP Evaluation Rubric

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
No communication is made with the school, and installers and furniture show up to the school unannounced.	School Administration is notified of installation dates, but no attempts are made to work around requests from the school.	Communication is effective between all parties involved in the furniture installation process, and school process / timeline requests are met.	The installation is completed with a high level of satisfaction and any issues are communicated effectively with little / no oversight needed by School Administration. School process / timeline expectations are exceeded.
Comments:			
Responsibilities: Assist as a Liaison between the school and curriculum vendors. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
No communication is made with the school regarding what purchases they would like to make.	School Administration is aware of purchases being made but is not receiving any updates regarding the status of the order or any digital access information.	School is aware of purchases being made and is kept apprised of any backorders or shipping delays communicated to us by the vendor. Any digital access updates are processed in a timely manner.	School is provided with a list of all curriculum previously purchased and made aware of any items they need renewal or replenishment. Orders are processed as quickly as possible and updates are quickly made to digital access platforms.
Comments:			
Registration			
Responsibilities: Manage lottery database and communication. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Rarely send acceptances nor monitor databases. Rarely update waitlists. Does not assist with needed phone communication. Rarely responds in a professional and timely manner.	Sporadically sends out acceptances when reminded. Sporadically maintaining waitlists. Makes phone calls as needed within a week. Sporadically responds in a professional and timely manner.	Consistently sends out acceptances when asked. Waitlists and lotteries consistently maintained as asked. Makes phone calls as needed or requested within 72 hours. Consistently responds in a professional and timely manner.	Always monitors numbers and send out acceptances as needed. Establish and maintain accurate and up-to-date waitlists. Makes phone calls as needed or requested within 24 hours. Always responds in a professional and timely manner.
Comments:			
Responsibilities: Manage Information for Annual Enrollment Audit and attend and assist during in-person DOE audit processes. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			

Attachment F2: ESP Evaluation Rubric

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Rarely monitors Infinite Campus Master Registry to maintain accurate registration numbers. No audit preparation guidance or assistance provided. No training provided for reporting procedures.	Sporadically monitors Infinite Campus Master Registry to maintain accurate registration numbers. Audit assistance provided in person but no preparation materials provided. Only provides training for new processes and does not review currently used procedures.	Consistently monitors Infinite Campus Master Registry to maintain accurate registration numbers as requested. Provides information for audit preparation with guidance. Person on-site to assist as needed. Provides training for reporting procedures and new processes when asked.	Always monitors Infinite Campus Master Registry to maintain accurate registration numbers. Provides step-by-step information for audit preparation with individual guidance. Full participation assistance provided during attendance audit. Provides continual, on-going assistance and training for reporting procedures and new processes.
Comments:			
Responsibilities: Manage Infinite Campus Census and Attendance information and assist in accurate monthly and quarterly attendance reporting. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Rarely provides up-to-date state required attendance reporting procedures and codes. Always provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments, and withdrawals.	Sporadically provides up-to-date state required attendance reporting procedures and codes. Sporadically provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments, and withdrawals.	Consistently provides up-to-date state required attendance reporting procedures and codes. Consistently provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments, and withdrawals.	Always provides up-to-date state required attendance reporting procedures and codes. Always provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments, and withdrawals.
Comments:			
School Resource Development (Grants, Charter Applications, Amendments, Renewals, School Programs)			
Responsibilities: Coordinate the development, writing, and submission of grant proposals. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Failed to demonstrate adequate understanding of the grant's purpose and/or school's requests / needs for the grant. Did not identify various stakeholder responsibilities. Did not provide update of submission progress. Failed to execute designated roles or submit grant proposal by deadline.	Demonstrated vague understanding of the grant's purpose or school's requests / needs for the grant. Vaguely identified various stakeholder responsibilities. Provided irregular or inconsistent status update of submission progress. Executed designated roles in an ineffective and unprofessional manner. Submitted grant by deadline.	Demonstrated clear understanding of the grant's purpose and school's request / needs for the grant. Identified various stakeholder responsibilities. Provided regular status update of submission progress. Executed designated roles in an effective and professional manner. Submitted grant by deadline.	Demonstrated clear understanding of the grant's purpose and clearly identified various stakeholder responsibilities, deadlines, and other related expectations. Executed designated roles in an effective and professional manner and gathered school feedback for revisions. Provided regular status update of submission progress and submitted grant by or before deadline.

Attachment F2: ESP Evaluation Rubric

Comments:			
Responsibilities: Coordinate the development, writing, and submission of charter applications, amendments, renewals & various programs <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Failed to demonstrate adequate understanding of the project's purpose. Did not identify various stakeholder responsibilities or provide update of submission progress. Failed to execute designated roles or submit project by deadline.	Demonstrated vague understanding of the project's purpose. Vaguely identified various stakeholder responsibilities. Provided irregular or inconsistent status update of submission progress. Executed designated roles in an ineffective and unprofessional manner. Submitted grant by deadline.	Demonstrated clear understanding of project's purpose. Identified various stakeholder responsibilities. Provided regular status update of submission progress. Executed designated roles in an effective and professional manner. Submitted project by deadline.	Demonstrated clear understanding of the project's purpose and clearly identified various stakeholder responsibilities, deadlines, and other related expectations. Executed designated roles in an effective and professional manner and gathered school feedback for revisions. Provided regular status update of submission progress and submitted application by or before deadline.
Comments:			
State Reporting			
Responsibilities: Alert the school system, responsible party, and/or Academics Departments of items or information coming due to the State, both from the Authority and the Department of Education. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Staff does not provide ample notice to schools after receiving notice from the proper agency, of items or information coming due and school employees are often rushing to submit requested items.	Staff sometimes provides forward notice of items or information coming due (once the due dates are received from proper agency); however, those responsible are sometimes still rushing to complete items timely.	Staff provides timely notice, once deadlines are received from the proper agency, as to the information or items due, giving the responsible party ample time to complete.	Once deadlines are received from the proper agency, staff always goes to great lengths to ensure that all parties involved are aware of the information and/or items coming due and works to gain extensions where necessary. Staff sends out a calendar invite for all items coming due and staff provides reminders of upcoming due dates.
Comments:			
Responsibilities: Works with each school system, responsible party, and/or Academics departments to gather necessary information to ensure information or required items are submitted timely and accurately. When questions arise, staff works with the Authority and/or Department of Education to gain clarification on information requested and works to ensure that all systems receive a clear explanation of requirements. Assists parties in completing reports, etc. as requested. Works with necessary party to obtain an extension, if necessary. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			

Attachment F2: ESP Evaluation Rubric

Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Staff does not provide assistance to ensure the timely and accurate submission of items or information. Nor does staff work to gain additional information when questions arise.	Staff at times will work to facilitate the gathering of information or items for submission. Staff inconsistently attempts to gather additional information from various agencies, however, little follow up takes place in this regard.	Staff regularly works with systems or necessary staff to gather the required information or items for submission. Staff offers to be of any assistance to those persons, whether to gather information independently or to work with others. Staff frequently works with other agencies to obtain additional guidance when needed.	Staff provides a high level of service in working with each system to ensure timely and accurate submission of information. When questions arise that staff cannot answer, staff diligently works with other agencies to obtain additional guidance when needed and provides follow up when additional information is not received. Staff offers assistance at all times to help with data compilation or collection of documents to ensure proper compliance.
Comments:			
Responsibilities: Submission of all documents related to reimbursement under grant funding. Maintain thorough and accurate records to ensure that all items are submitted timely and accurately, in order to ensure the proper reimbursement to the system. Responsible for assisting with revised grant budgets, when the need arises. Assist with any questions either the system, Academica departments or various agency departments might have regarding reimbursements submitted and projections of future grant spending. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Staff does not maintain proper grant reimbursement records and does not meet reimbursement request deadlines. Staff is not in communication with agencies regarding grant-funding questions. Staff does not assist the system with budget revisions.	Staff maintains minimal records, which at time leads to inaccurate or late information being submitted. Staff works sparsely with other department or systems regarding grant reimbursement questions or the revisions to grant budgets. As well, staff does not interact on a regular basis with various agencies inquiring about spending projections.	Staff maintains thorough records and files with regard to each grant a system is awarded, allowing for a streamlined process to ensure timely and accurate submissions. Staff works with all systems to modify grant budgets, as the need arises. Staff works with all agencies that have questions regarding grant reimbursements or other grant related questions.	Staff diligently works to ensure that all grant reimbursement files are complete and accurate, resulting in consistently timely and accurate reimbursement submissions. Staff frequently works with systems to ensure that any budget modifications needed are updated and submitted to the state for approval. Staff consistently follows up with the state on any questions they might have regarding the revisions, as well as the status of a submitted revision. Staff has built a strong working relationship with the various agencies in which reimbursement requests are submitted, in order to ensure any information needed is provided, resulting in timely reimbursement processing.
Comments:			

Attachment F2: ESP Evaluation Rubric

Teacher Recruitment			
Responsibilities: Track and advertise job openings for the school site. Facilitate the sharing of job openings across school systems to facilitate coordinated recruiting efforts. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Jobs are inconsistently posted to recruiting platform(s). No attempt at communication with school site administration is made by the recruitment representative. Jobs posted are consistently out of date or inaccurate.	Jobs are posted to recruiting platform(s) within a sufficient amount of time. Recruitment representative makes an attempt to communicate with the school site to update openings.	Jobs are accurately posted to recruiting platform(s) within 12-24 hours of notification of the job opening. Recruitment representative consistently communicates with school site administration to ensure job openings are up to date.	Jobs are accurately posted to recruiting platform(s) within 12 hours of notification of the job opening. Recruitment representative initiates consistent communication with school site administration regarding open positions and frequently sends prospective candidates to school administration as appropriate.
Comments:			
Responsibilities: Track teacher licensure and notify teachers of license expiration. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Licensed staff are not notified of upcoming license expiration at least 6 months in advance. No attempt is made to notify licensed staff and administration when a staff member's license lapses. Requests for assistance with licensure questions are ignored.	Licensed staff are inconsistently notified of upcoming license expiration at least 6 months in advance. A modest attempt is made to notify licensed staff and administration when a staff member's license lapses. Minimal assistance is offered when licensure questions arise.	Licensed staff are consistently notified of upcoming license expiration at least 6 months in advance. Licensed staff and administration are notified promptly when a staff member's license lapses. Effective assistance is given to licensed staff and administration when licensure questions arise.	Licensed staff are consistently notified of upcoming license expiration, including an explanation of any provisions or requirements needed to renew the license. Licensed staff and administration are notified within 1 week of a staff member's license lapsing. Expert assistance is given when licensure questions arise.
Comments:			
Responsibilities: Organize and execute teacher hiring fairs. Coordinate attendance at out of state recruiting fairs for administrators as needed. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Recruitment team makes little or no attempt to organize hiring fairs during the school year. School sites have minimal opportunity to effectively hire teachers and support staff from these events.	Recruitment team prepares and executes 2 hiring fairs per school year. There is limited organization to the hiring fairs, which leads to inconsistent recruitment opportunities for school sites.	Recruitment team effectively prepares and executes 2 hiring fairs per school year. The hiring fairs are organized and frequently assist the school sites with teacher and support staff recruitment for the current or upcoming school year.	Recruitment team effectively prepares and executes 2 highly-organized hiring fairs per school year. The school sites are consistently given the opportunity to hire teachers and support staff at these events. Feedback is acquired from school sites and implemented in future hiring fairs.
Comments:			

Attachment F2: ESP Evaluation Rubric

Travel			
Responsibilities: To book travel for school employees in accordance with governmental regulations. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Inadequate communication with the school and requests are not handled timely. Travel does not meet the school budget requirements (GSA standards).	Limited communication with the school. Modest attempt is made to book travel within the school budget requirements (GSA guidelines). Travel requests are not attended to in a sufficient manner.	Travel is booked in a timely manner and within school budgetary requirements (GSA guidelines).	Highly consistent communication with the school. Travel is booked in a timely manner and meets school budget requirements (GSA guidelines). Helps with travel problems when they occur.
Comments:			
Responsibilities: Registers school employees for conferences when requested. <input type="checkbox"/> UNABLE TO RATE THIS CATEGORY			
Unsatisfactory <input type="checkbox"/>	Approaching <input type="checkbox"/>	Solid <input type="checkbox"/>	Exemplary <input type="checkbox"/>
Requests are ignored and conference is not booked for school employees.	Limited communication with the school regarding the conference. Conference early bird discounts and/or group rates are missed (if requested on time).	Conference is booked in a timely manner. Conference early bird and/or group discounts are applied (if requested on time).	Highly consistent communication with the school. Conference early bird and/or group discounts are applied (if requested on time).
Comments:			

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT BETWEEN
PINECREST ACADEMY OF LEWISTON, INC.
AND
ACADEMICA IDAHO, LLC

TABLE OF CONTENTS

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

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

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

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

WHEREAS, the School is governed by the Board of Directors of Pinecrest Academy of Lewiston, Inc. (the “Board”);

WHEREAS, academic control and freedom are integral to the success of the School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

WHEREAS, Pinecrest shall ensure that its School is professionally operated in accordance with the requirements of its Charter and the requirements of all State and Federal laws as well as the requirements of local municipal and or county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider has been established to provide professional services and support to public charter schools;

WHEREAS, it is Service Provider’s mission to ensure that the vision of the School’s Board of Directors is faithfully and effectively implemented;

WHEREAS, Service Provider’s officials are familiar with the governmental agencies and requirements needed to establish and operate a public charter school as well as the requirements of the Charter, all State and Federal authorities, and the local municipal and or county government which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider’s officials are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants, other forms of revenue and financing for other charter school programs;

WHEREAS, Service Provider’s officials have attended and will continue to attend local, state, and federal meetings and conferences for charter school operators and consultants;

WHEREAS, Service Provider provides services and support a network of charter schools and believes that there are benefits to having a wide variety of employment opportunities and options available to the employees of public charter schools serviced by Service Provider;

WHEREAS, it is Service Provider’s duty to implement the vision of the Board of Directors, ensuring the autonomy and governing authority of the Board of Directors of Pinecrest, and the Board of Director’s duty to make all decisions and direct Service Provider to act accordingly on the Board’s behalf.

WHEREAS, Pinecrest and Service Provider desire to enter into this agreement for the purpose of having Service Provider provide services and support to the School at the direction of the Board of Directors;

Attachment F3: Services & Support Agreement

NOW THEREFORE, the parties to this Agreement agree as follows:

DUTIES OF SERVICE PROVIDER

1. Recitals

The forgoing recitals are true, correct, and incorporated herein.

2. Engagement

Pinecrest engages Service Provider to provide administrative services and support to the School as more fully set forth herein. Service Provider accepts such engagement pursuant to the terms of this Agreement.

3. Duties

Service Provider will coordinate the services required to support the School, and will keep the Board updated as to all important developments with regard to the Service Provider's services. In connection with this, Service Provider will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. Service Provider will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations. Service Provider's services shall include, but not be limited to:

- a. identification, design and procurement of facilities and equipment,
- b. staffing recommendations,
- c. human resources/payroll services and coordination,
- d. regulatory compliance and state reporting,
- e. legal and corporate upkeep,
- f. public relations and marketing,
- g. the maintenance of the books and records of the School, and
- h. bookkeeping, budgeting, and financial forecasting.

The provider assures the Board that all uniform, system-wide reporting, record keeping, and accountability systems will be compliant with Idaho requirements. The Board will review any recommendations made by Service Provider and act upon them in the manner the Board decides.

4. Board of Directors Meetings

Service Provider will attend the meetings of the Board and the staff of the School. Service Provider shall maintain the minutes and records of those meetings and ensure that the School complies with the requirements of Idaho Code § 74-205 regarding such meetings and record keeping.

5. Record Keeping

Service Provider will maintain the records of the School at the location designated by the Board. Service Provider will ensure compliance with applicable Idaho State law and regulations requirements for record keeping. In addition, Service Provider will ensure that designated on-site staff receives proper training by the State's appropriate departments for student school record keeping through its designated programs.

6. Bookkeeping

Service Provider will serve as liaison with the State to ensure the accuracy and timeliness of financial reporting and record keeping as required by the Charter and State law.

7. Staff Administration

Service Provider shall identify and propose for employment by or on behalf of Pinecrest qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The teachers employed for the School will be certified as required by Idaho State law and regulations. Service Provider shall coordinate with the Board or the Hiring Committee established by the Board to identify, recruit, and select individuals for School-based positions. The Board will make all hiring decisions in its discretion and in accordance with law. All employees selected by the Board shall be Pinecrest employees or employees leased to Pinecrest, and will not be employees of Service Provider. Service Provider shall prepare employment contracts for approval by the Board that are to be used for the purpose of hiring employees.

8. Financial Projections and Financial Statements

Service Provider will prepare annual budgets and financial forecasts for the School to present to the Board for review and approval or disapproval. The School will utilize the Idaho Financial Accounting Reporting Management System at the direction of the Board, as a means of codifying all transactions pertaining to its operations. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by the accounting firm, will adopt accounting policies and procedures. Service Provider will prepare, with the review and approval of the Board, regular unaudited financial statements as required to be delivered to the State which will include a statement of revenues and expenditures and changes in fund balances in accordance with generally accepted accounting principles. These statements will be provided in advance of the deadline for submission of such reports to the State. Pinecrest will provide the State with annual audited financial reports as required by the Charter. These reports will be prepared by a qualified independent, certified public accounting firm. Service Provider will provide the regular unaudited financial statements, books, and records to the auditor for review in connection with the preparation of the reports. The reports shall include a complete set of financial statements and notes thereto prepared in accordance with the Charter and generally accepted accounting principles for inclusion into the School's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, no later than September 15th of each year.

Attachment F3: Services & Support Agreement

9. Grant Solicitation

Service Provider will solicit grants available for the funding of the School from the various government and private and institutional sources that may be available. Such grants will include, but are not limited to, federal grants programs and various continuation grants for charter schools.

10. Financing Solicitation and Coordination

Service Provider will coordinate obtaining financing from private and public sources for loans desired by the Board.

11. Other Funding Sources

Service Provider will coordinate the solicitation of School Improvement Grant funds, if available, from the appropriate state or local agencies. Similarly, Service Provider will coordinate the solicitation of other state, federal, or local government funds earmarked for school facilities development, improvement, or acquisition as well as other sources of funding that may become available to charter schools from time to time.

12. Annual Reporting

Service Provider will coordinate the preparation of the Annual Report for the School as required by the Idaho Public Charter School Commission or Board. The Report will be submitted to the Board for approval, and Service Provider will coordinate the delivery and review process established by the State and Charter School legislation for the Annual Report.

13. School Board Representation

The Board President will serve as primary liaison with the Idaho Public Charter School Commission and its officials on behalf of the School. Service Provider will also serve as a liaison of the Board to the State and its officials. In connection therewith, Service Provider's representatives will attend required meetings and public hearings.

14. Governmental Compliance

Service Provider will advise the Board on compliance with state regulations and reporting requirements of the Charter School. Service Provider will also advise the Board on compliance with the School's Charter with the State. The School's Charter with the State is incorporated herein by reference.

15. Charter Renewal Coordination

Service Provider will assist the Board with renewal of the School's Charter on a timely basis. Service Provider will negotiate the terms of the renewal Charter with the State on behalf of the Board and provide the Board with notice and seek Board approval of any renewal provisions which modify or alter the terms of the original Charter between the School and the State.

16. Facilities Identification, Expansion, Design, and Development

Service Provider shall meet and confer with the Board for the purpose of identifying the facilities needs of the School from year to year. In connection therewith, Service Provider shall advise the Board and assist the School in identifying, procuring, and planning the design of new facilities or in the expansion of existing ones. Service Provider will identify and solicit investors to acquire and develop facilities for lease or use by the school. Where such investors are related to Service Provider or its principal, that relationship will be disclosed to the Board, and the Board's vote of approval for such a selection, ratify that the disclosed relationship is not disqualifying. Further, Service Provider shall recommend and retain on behalf of the School qualified professionals in the fields of school design and architecture and engineering as well as in the area of development and construction for the expansion, design, development, and construction of new or existing facilities.

17. Systems Development

Service Provider will identify and develop an Idaho-based and state compliant school information system to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

TERM OF AGREEMENT

18. Initial Term

The term of the Agreement shall commence on _____ and shall continue through the duration of the Charter granted by the State, or other sponsor should the School's sponsor change, unless terminated earlier, as provided herein, or modified by written agreement of the parties.

19. Renewal

At the conclusion of the term of this Agreement the parties may mutually agree, but shall have no obligation, to renew the terms of this Agreement.

20. Termination

(a) Either party may terminate this Agreement immediately for cause. Termination for cause shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement, when such breach continues for a period of thirty (30) days after written notice, or when any such breach recurs following cure, and following written notice to the other party describing the breach. Notwithstanding the above, in the event of a significant event, Pinecrest may terminate this Agreement immediately without providing Service Provider with thirty (30) days to cure the defect. For the purposes of this Agreement, a "significant event" shall be defined as an act or omission by the Service Provider which results in a breach of the School's Charter such that the Charter is subject to termination, interrupts the School's operations, and/or results in a threat to the School's viability. Upon notice of termination under this Section, Pinecrest shall only be required to pay Service Provider for services rendered through the date of the notice of termination for cause.

Attachment F3: Services & Support Agreement

(b) Duties upon termination. In the event this Agreement is terminated with or without cause, the parties shall work cooperatively to ensure that the School's operations continue without interruption. Service Provider shall immediately and peaceably deliver to Pinecrest any and all books, documents, electronic data or records of any kind or nature pertaining to the operation of the School or any transactions involving the School. This Section shall survive the termination of this Agreement.

COMPENSATION

21. Base Compensation

Pinecrest shall pay Service Provider a services and support fee in accordance with the following schedule:

Number of Students	Fee
175 - 225	Flat Fee \$10,000
226 - 325	\$75 per student per annum
326 - 425	\$150 per student per annum
426 - 525	\$225 per student per annum
526 - 624	\$300 per student per annum
625 or more	\$450 per student per annum

The fee shall be payable in equal monthly installments, provided that Pinecrest shall have no obligation to pay such fee before receiving its Full Time Equivalent (FTE) funding from the State of Idaho. The fee will be payable, unless terminated, provided that Pinecrest receives such funds. Such funding does not include funds for special services or federal dollars, in which event the monthly installments shall accrue until funding is received. In the event that funding is decreased in future years to an amount less than the 2023-2024 state funding, either party may request review of the base compensation amount. The Service Provider will consider lowering the fee should the school experience financial distress.

22. Additional Services

Service Provider will provide additional services not covered under this Agreement to the Board as requested by the Board by proposal to Board and subject to Board approval. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, at the expense of Pinecrest, of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

23. Reimbursement of Costs

Service Provider shall be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost. Such costs shall be split, pro-rata, with any and all other schools for which the travel was undertaken.

Attachment F3: Services & Support Agreement

24. Incurred Expenses

Pursuant to the agreement of the Board and Service Provider, Service Provider may defer some or all of the services and support fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the School's financial records.

OTHER MATTERS

25. Designated Contact Person

The designated contact person of Service Provider shall be the CEO of Academica Idaho, LLC - Robert B. Howell.

26. Conflicts of Interest

No officer, shareholder, employee, or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Service Provider, its officers, directors, employees or principals and any other person or entity providing goods or services to the School, Service Provider agrees to disclose the relationship to the Board.

27. Insurance and Indemnification

Service Provider shall carry liability insurance in the amount of FIVE MILLION DOLLARS (\$5,000,000) and indemnify the School for acts or omissions of Service Provider. Service Provider agrees to provide, upon request of the Board, certificates of insurance with carriers, in amounts and for terms reasonably acceptable to the Board. Service Provider hereby agrees to defend, indemnify, hold harmless and protect Pinecrest, the Board, the School and their successors and assigns, from and against any and all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) (hereinafter collectively referred to as "Claims") which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Service Provider, its employees or agents. School shall be named as an additional insured on such policy(ies) of insurance.

28. Miscellaneous

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Agreement shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings, and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

Attachment F3: Services & Support Agreement

- (3) Neither party shall assign this Agreement without the written consent of the other party;
- (4) No waiver of any provision of, or default under, this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.
- (5) If any provision or any part of this Agreement is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.
- (6) This Agreement is not intended to create any rights of a third party beneficiary.
- (7) This Agreement is made and entered into in the State of Idaho and shall be interpreted according to, and governed by, the laws of that state. Any action arising from this Agreement, shall be brought in a court in Lewiston, Idaho.
- (8) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs.
- (9) Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or at such other address as either party may designate by notice from time to time in accordance herewith:
- | | |
|---|--|
| <p>If to Service Provider:</p> <p>Academica Idaho, LLC
6630 Surrey St.
Las Vegas, NV 89119
Attention: Robert Howell</p> | <p>If to Board:</p> <p>Pinecrest Academy of Idaho, Inc.
Address
Address
Attention:</p> |
|---|--|
- (10) The headings in the Agreement are for convenience and reference only and in no way define, limit, or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.
- (11) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.
- (12) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.
- (13) THIS AGREEMENT was approved at a meeting of the Board of Directors of Pinecrest held on the _____ day of _____. At that meeting, the undersigned Director of Pinecrest was authorized by the Board to execute a copy of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

Attachment F3: Services & Support Agreement

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Pinecrest Academy of Lewiston, Inc. Board

Academica Idaho, LLC

By: _____
Board Chair

By: _____
Robert Howell, CEO

DRAFT

Attachment F4: Sample Vectra Lease

DORAL ACADEMY OF IDAHO
FINANCE AMOUNT: [REDACTED]
MONTHLY PAYMENT: [REDACTED]
RESIDUAL: [REDACTED] (5%)

SCHEDULE 002

Master Finance Lease No: 0016672
Master Finance Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

(1)

EQUIPMENT SCHEDULE

Zions Credit Corporation dba Vectra Equipment Finance (hereinafter "Lessor"), a Utah corporation, with offices at 310 S. Main, Ste 1300, Salt Lake City, Utah 84101 and Doral Academy of Idaho, Inc. (hereinafter "Lessee"), a Idaho corporation, with offices at 2511 W. Cherry Ln, Meridian, Idaho 83642-1135 have entered into a Master Finance Lease No. 0016672, dated August 4, 2020 (the "Master Agreement") pursuant to which Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, the equipment described in one or more Equipment Schedules to the Lease. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Master Agreement.

NOW, THEREFORE, Lessee by executing this Equipment Schedule and Lessor by accepting it hereby agree as follows:

- Master Agreement.** The terms and conditions of the Master Agreement are by this reference incorporated herein as if fully set forth herein and together with the terms and conditions hereof, and of all schedules, riders, addenda, exhibits and or certificates that are attached or refer to this Equipment Schedule, constitute a single and severable agreement of lease (this "Lease"). Lessee hereby represents and warrants that no Event of Default exists under the Master Agreement and that no Event of Default will be caused by Lessee's execution of this Equipment Schedule.
- Equipment.** The Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in the attached Schedule "A" ("Equipment") upon the terms and conditions of the Lease except as expressly provided herein.
- Rent.** Lessee shall pay all rents to Lessor at the office of Lessor in Salt Lake City, Utah or at such other place as Lessor may hereafter designate. Rent payments are due monthly (unless otherwise indicated on an attached payment schedule) commencing Jan 23, 2024 and subsequently on the same day of each month thereafter for a period of 48 months (the "Lease Term"). 0 rentals of \$0.00 (representing the first and last 0 months payments) are due at the time of signing this Equipment Schedule. The rental amount is as follows:

Rent: [REDACTED]
Use Tax (0.00%): [REDACTED]
TOTAL RENT: [REDACTED]

(or applicable rate at time rental is due)

- Lease Term.** The term of this Lease with respect to the Equipment described herein commences on Dec 23, 2020, and unless earlier terminated in accordance with the provisions of the Lease, expires on Dec 23, 2024.
- Sales/Use Tax.** Sales/Use tax has been added to the rent amount as indicated in paragraph 3 unless Lessee has previously provided to Lessor an authorized sales/use tax exemption certificate, or unless sales tax has previously been paid to seller or to the taxing authority where the equipment is located. If, after the commencement of the Lease, it is determined that Lessee is sales/use tax exempt, Lessee shall forward an authorized sales/use tax exemption certificate to Lessor. Upon receipt of such exemption certificate, Lessor shall cease to bill sales/use tax on the rent amounts but shall be under no obligation to pay or request sales/use tax refunds on behalf of Lessee for amounts previously paid. Notwithstanding anything stated in this paragraph, if it is determined at any time that a Sales/Use or any other tax is due and owing on the Equipment or Lease by either Lessor and Lessee, all such taxes regardless of when assessed or levied, and any interest and penalties related thereto, shall be and remain the sole obligation and responsibility of Lessee.
- Property Taxes.** Lessor is the owner of the Equipment. With the exception of titled vehicles, Lessor will declare the Equipment with the taxing authorities, obtain and pay the tax bill, and then invoice Lessee for the property taxes. At Lease termination, Lessor will estimate the current year's unbilled property tax and include the amount in any termination quotes and invoices. If Lessee believes any of the Equipment is property tax exempt, Lessee must inform Lessor prior to commencing the Lease.
- Inserts.** Lessee irrevocably authorizes Lessor to insert the commencement and expiration date of the Lease term and the commencement date of the Lease payments on this Equipment Schedule and the serial number(s) of the Equipment on the attached Schedule "A".
- Representation of Lessee.** Lessor and Lessee agree that this Equipment Schedule is a "Finance Lease" as such term is defined by the Uniform Commercial Code Article 2A, in that (i) Lessee has selected the Equipment in its sole discretion, (ii) Lessor has acquired the Equipment solely for the purpose of leasing it to Lessee under this Equipment Schedule, and (iii) Lessee has received a copy of the contract evidencing Lessor's purchase of the Property Equipment.

Executed this 18 day of Dec, 2020.

Doral Academy of Idaho, Inc.
Lessee

By: [Signature]

Title: Chairman

Doral Academy of Idaho
Board of Directors

Accepted this 23 day of Dec, 2020.

Zions Credit Corporation dba Vectra Equipment Finance
Lessor

By: [Signature]

Title: Vice President

Attachment F4: Sample Vectra Lease

Master Finance Lease No: 0016672
Master Finance Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

(T)

EQUIPMENT SCHEDULE

Zions Credit Corporation dba Vectra Equipment Finance (hereinafter "Lessor"), a Utah corporation, with offices at 310 S. Main, Ste 1300, Salt Lake City, Utah 84101 and Doral Academy of Idaho, Inc. (hereinafter "Lessee"), a Idaho corporation, with offices at 2511 W Cherry Ln, Meridian, Idaho 83642-1135 have entered into a Master Finance Lease No. 0016672, dated August 4, 2020 (the "Master Agreement") pursuant to which Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, the equipment described in one or more Equipment Schedules to the Lease. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Master Agreement.

NOW, THEREFORE, Lessee by executing this Equipment Schedule and Lessor by accepting it hereby agree as follows:

- Master Agreement.** The terms and conditions of the Master Agreement are by this reference incorporated herein as if fully set forth herein and together with the terms and conditions hereof, and of all schedules, riders, addenda, exhibits and or certificates that are attached or refer to this Equipment Schedule, constitute a single and severable agreement of lease (this "Lease"). Lessee hereby represents and warrants that no Event of Default exists under the Master Agreement and that no Event of Default will be caused by Lessee's execution of this Equipment Schedule.
- Equipment.** The Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in the attached Schedule "A" ("Equipment") upon the terms and conditions of the Lease except as expressly provided herein.
- Rent.** Lessee shall pay all rents to Lessor at the office of Lessor in Salt Lake City, Utah or at such other place as Lessor may hereafter designate. Rent payments are due monthly (unless otherwise indicated on an attached payment schedule) commencing 2020, and subsequently on the same day of each month thereafter for a period of 48 months (the "Lease Term"). 0 rentals of \$0.00 (representing the first and last 0 months payments) are due at the time of signing this Equipment Schedule. The rental amount is as follows:

Rent:
Use Tax (0.00%):
TOTAL RENT:

(or applicable rate at time rental is due)

- Lease Term.** The term of this Lease with respect to the Equipment described herein commences on _____, 2020, and unless earlier terminated in accordance with the provisions of the Lease, expires on _____, 2024.
- Sales/Use Tax.** Sales/Use tax has been added to the rent amount as indicated in paragraph 3 unless Lessee has previously provided to Lessor an authorized sales/use tax exemption certificate, or unless sales tax has previously been paid to seller or to the taxing authority where the equipment is located. If, after the commencement of the Lease, it is determined that Lessee is sales/use tax exempt, Lessee shall forward an authorized sales/use tax exemption certificate to Lessor. Upon receipt of such exemption certificate, Lessor shall cease to bill sales/use tax on the rent amounts but shall be under no obligation to pay or request sales/use tax refunds on behalf of Lessee for amounts previously paid. Notwithstanding anything stated in this paragraph, if it is determined at any time that a Sales/Use or any other tax is due and owing on the Equipment or Lease by either Lessor and Lessee, all such taxes regardless of when assessed or levied, and any interest and penalties related thereto, shall be and remain the sole obligation and responsibility of Lessee.
- Property Taxes.** Lessor is the owner of the Equipment. With the exception of titled vehicles, Lessor will declare the Equipment with the taxing authorities, obtain and pay the tax bill, and then invoice Lessee for the property taxes. At Lease termination, Lessor will estimate the current year's unbilled property tax and include the amount in any termination quotes and invoices. If Lessee believes any of the Equipment is property tax exempt, Lessee must inform Lessor prior to commencing the Lease.
- Inserts.** Lessee irrevocably authorizes Lessor to insert the commencement and expiration date of the Lease term and the commencement date of the Lease payments on this Equipment Schedule and the serial number(s) of the Equipment on the attached Schedule "A".
- Representation of Lessee.** Lessor and Lessee agree that this Equipment Schedule is a "Finance Lease" as such term is defined by the Uniform Commercial Code Article 2A, in that (i) Lessee has selected the Equipment in its sole discretion, (ii) Lessor has acquired the Equipment solely for the purpose of leasing it to Lessee under this Equipment Schedule, and (iii) Lessee has received a copy of the contract evidencing Lessor's purchase of the Property Equipment.

Executed this 18 day of DEC, 2020.

Doral Academy of Idaho, Inc.
Lessee

By: X [Signature]

Title: X Vice Chairman

Doral Academy of Idaho
Board of Directors

Accepted this _____ day of _____, 2020.

Zions Credit Corporation dba Vectra Equipment Finance
Lessor

By: _____

Authorized Signer

Title: Vice President

Schedule A
Page 1 of 2

This schedule is attached to and forms a part of the Master Finance Lease No. 0016673 Schedule No. 0016673002 dated December 15, 2020 between Doral Academy of Idaho, Inc. as Lessee and ZIONS CREDIT CORPORATION, as Lessor.

DESCRIPTION OF EQUIPMENT

Equipment Location

2511 W Cherry Ln
Meridian, ID 83642-1135

Academica Nevada

Computer Equipment as described on Amazon.com order 112-3712064-1645838 dated September 10, 2020.

Brady Industries

Furniture as described on Invoice 6570993 dated August 19, 2020.

CDW Government

Computer Equipment as described on Invoice ZZV1233 dated September 4, 2020.

Curriculum Associates

Software / License as described on Invoice 90675645 dated September 9, 2020.

Delta Education

School Materials as described on Invoice 302500182661 dated August 17, 2020.
School Materials as described on Invoice 202501734321 dated August 22, 2020.

Heinemann

School Materials as described on Invoice 7219665 dated July 21, 2020.

Ident-A-Kid Services

School Materials as described on Invoice 115585 dated July 30, 2020.

Intellatek

Computer Equipment as described on Invoice 4349 dated September 17, 2020.
Computer Equipment as described on Invoice 4363 dated September 24, 2020.
Computer Equipment as described on Invoice 4364 dated September 24, 2020.

McGraw Hill LLC

School Materials as described on Invoice 113599781001 dated August 1, 2020.
School Materials as described on Invoice 113610941001 dated August 1, 2020.

Moore Educational Resources

10) MimioView 340H (Document Camera).

Playground Outfitters

Play Equipment as described on Invoice 40781 dated August 21, 2020.

Savvas Learning Co.

Software / License as described on Invoice 7027196405 dated August 8, 2020.
School Materials as described on Invoice 4026162795 dated September 1, 2020.
School Materials as described on Invoice 4026162674 dated September 1, 2020.

Schedule A
Page 2 of 2

School Specialty

Furniture as described on Invoice 208125973184 dated August 26, 2020.
School Materials as described on Invoice 308103569641 dated August 4, 2020.
Furniture as described on Invoice 308103650833 dated September 28, 2020.
School Materials as described on Invoice 308103667801 dated October 19, 2020.

Troxell Communications

Computer Equipment as described on Invoice 247360 dated August 19, 2020.
Computer Equipment as described on Invoice 241957 dated July 16, 2020
Computer Equipment as described on Invoice 241957 dated July 15, 2020.
Computer Equipment as described on Invoice 253207 dated September 28, 2020.
Computer Equipment as described on Invoice 253195 dated September 28, 2020.

Together with all present and future accessories, attachments, or improvements thereto and replacements or substitutions therefore and proceeds thereof.

Doral Academy of Idaho, Inc.

Lessee

By: X *Brian E. Hansen*

Title: X *Vice Chairman*
Board of Directors

Attachment F4: Sample Vectra Lease

Lease No: 0016672
Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

DELIVERY AND ACCEPTANCE

Reference is made to the above-described Master Finance Lease ("Master Agreement") and Equipment Schedule ("Schedule"). The items of Equipment described in the Master Agreement and Schedule, have been received by the undersigned Lessee ("Lessee") as of the date below. Lessee hereby certifies to Zions Credit Corporation ("Lessor") that all items of Equipment (1) have been fully completed by the vendor or manufacturer, (2) have been installed at the location identified in the Schedule, (3) have been examined and/or tested and are in good order and operating condition, and (4) are in all respects satisfactory and acceptable to us as delivered.

Lessee hereby assigns to Lessor each and every invoice, bill of sale, and document evidencing title for the Items of Equipment, the originals of which have been or shall be delivered by Lessee to Lessor.

Lessor is hereby irrevocably authorized and directed to deliver the Lease funds set forth in the Schedule to the following in the amounts specified below:

Name: ACADEMICA NEVADA Address: 6630 SURREY ST LAS VEGAS, NV 89119-3928 Amount: [REDACTED]	Name: INTELLATEK Address: 1378 PASEO VERDE PKWY STE 200 HENDERSON, NV 89012-5729 Amount: [REDACTED]
Name: BRADY INDUSTRIES Address: 7055 LINDELL RD LAS VEGAS, NV 89118-4703 Amount: [REDACTED]	Name: MCGRAW HILL LLC Address: LOCKBOX 71545 CHICAGO, IL 60694-1545 Amount: [REDACTED]
Name: CDW GOVERNMENT Address: 75 REMITTANCE DR STE 1515 CHICAGO, IL 60675-1515 Amount: [REDACTED]	Name: MOORE EDUCATIONAL RESOURCES Address: 14506 FLICKER DR GRASS VALLEY, CA 95949-9270 Amount: [REDACTED]
Name: CURRICULUM ASSOCIATES Address: PO BOX 936600 ATLANTA, GA 31193-6600 Amount: [REDACTED]	Name: PLAYGROUND OUTFITTERS Address: 15150 HERRIMAN BLVD NOBLESVILLE, IN 46060-4254 Amount: [REDACTED]
Name: DELTA EDUCATION Address: 32656 COLLECTION CENTER DR CHICAGO, IL 60693-0326 Amount: [REDACTED]	Name: SAVVAS LEARNING CO Address: PO BOX 409496 ATLANTA, GA 30384-9496 Amount: [REDACTED]
Name: HEINEMANN Address: 15963 COLLECTION CENTER DR CHICAGO, IL 60693-0159 Amount: [REDACTED]	Name: SCHOOL SPECIALTY Address: 32656 COLLECTION CENTER DR CHICAGO, IL 60693-0326 Amount: [REDACTED]
Name: IDENT-A-KID SERVICES Address: 1780 102 ND AVE N STE 100 ST PETERSBURG, FL 33716-3602 Amount: [REDACTED]	Name: TROXELL COMMUNICATIONS Address: 4675 E COTTON CENTER BLVD STE 155 PHOENIX, AZ 85040-4810 Amount: [REDACTED]

Doral Academy of Idaho, Inc.

Lessee

By: X [Signature]
Title: X Vice Chairman Board

Date Equipment Delivered:

(Please fill in the date the equipment was received.)

Date Equipment Accepted:

(Please fill in the date the equipment is accepted for purposes on this lease.)

Master Finance Lease No: 0016672
Master Finance Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020
Original Equipment Cost: [REDACTED]

LESSEE'S OPTION TO PURCHASE EQUIPMENT

LEASE ADDENDUM

Reference is made to the above-described Master Finance Lease ("Master Agreement") and Equipment Schedule ("Schedule") between Doral Academy of Idaho, Inc. ("Lessee") and Zions Credit Corporation dba Vectra Equipment Finance ("Lessor") and the equipment "Equipment" described in the Schedule. Notwithstanding any provisions either express or implied to the contrary in the above-referenced Master Agreement and Schedule, between Pinecrest Academy of Idaho as Lessee, and Zions Credit Corporation dba Vectra Equipment Finance, as Lessor, and provided there is no Event of Default under the Master Agreement, Schedule, or any other present or future obligation to Lessor, its successors or assigns, Lessee shall have the option at the expiration or termination (other than by breach or default) of the Lease Term, by giving written notice to Lessor at least thirty (30) days prior thereto, to purchase all of Lessor's right, title and interest, if any, in and to all, but not less than all, the Equipment, for the amount set forth below, plus all taxes, interest, penalties, and fees together with any and all rentals or other amounts remaining unpaid under the Master Agreement and Schedule ("Aggregate Purchase Price"). All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Master Agreement.

The **Purchase Option** shall be: 5.00% of the Original Equipment Cost.

Lessee shall pay the Aggregate Purchase Price to Lessor no later than the last day of the Lease term by certified funds. Should Lessee elect not to purchase the Equipment, Lessee shall return the Equipment in accordance with paragraph 14 of the Master Agreement. Upon completion of the initial Lease term, it is projected by Lessor that the Equipment subject to this Lease will have a fair market value equal to the above stated Purchase Option amount. If the Equipment is returned, and its resell value is less than the Purchase Option amount, Lessee will immediately pay the shortfall amount to Lessor as a final rental payment.

Lessee agrees that any sale, conveyance or transfer by Lessor pursuant hereto shall be of Lessor's right, title and interest, in and to the Equipment, AS IS, WHERE IS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; and Lessee shall hold harmless and indemnify Lessor from and against all claims, liabilities, losses and costs alleged against or incurred by Lessor, including claims for property damage, personal injury or death to Lessee and/or third parties growing out of or resulting from the ownership, use or possession of the Equipment, or imposed upon, incurred or directed against Lessor, whatsoever levied on, on account of, or as a consequence of the sale and purchase of the Equipment.

Provided Lessee exercises its option to purchase, this addendum specifically supersedes and replaces the surrender provisions of paragraph 14 of the Master Agreement. Except as herein specifically provided, the Lease remains unmodified and in full force and effect.

Doral Academy of Idaho, Inc.

Lessee

By: X [Signature]
Title: X Vice Chairman Board of Directors
Date: X 18 Dec 2020

Attachment F4: Sample Vectra Lease

Master Finance Lease No: 0016672
Master Finance Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

PROPERTY TAX AMENDMENT TO EQUIPMENT SCHEDULE

For good and valuable consideration receipt of which is hereby acknowledged Zions Credit Corporation dba Vectra Equipment Finance ("Lessor") and Doral Academy of Idaho, Inc. ("Lessee") hereby agree to modify the Equipment Schedule No. 0016673002 dated December 15, 2020, as follows:

Paragraph 6 is deleted in its entirety and restated as follows:

Property Taxes. Lessor is the owner of the Equipment. However, Lessee will declare the Equipment with the taxing authorities, obtain and pay the tax bill when due, and then provide evidence to Lessor of such payment within 30 days of such payment or earlier upon request by Lessor.

Zions Credit Corporation
dba Vectra Equipment Finance

Lessor

Doral Academy of Idaho, Inc.

Lessee

By: _____
Authorized Signer
Title: Vice President
Date: _____

By: X Bruce E. Heuser
Title: X Vice Chairman
Board of Directors
Date: X 18 Dec. 2020

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

Academica Nevada, LLC (the "Seller"), in consideration of the sum of [REDACTED] and for other good and valuable consideration paid by Zions Credit Corporation dba Vectra Equipment Finance (the "Buyer"), receipt of which is hereby acknowledged does grant, bargain, sell, transfer, and set over unto the Buyer, its successors, and assigns all of its right, title, and interest in and to the following items of Equipment:

Equipment Description

Computer Equipment as described on Amazon.com order 112-3712064-1645838 dated September 10, 2020.

The Seller agrees to warrant and defend that it owns the Equipment and it has the full power to transfer title in the Equipment to Buyer.

Academica Nevada, LLC

Seller

By: ☒

TBL87

Print Name: ☒

Trevor Goodsell

Title: ☒

CFO

Date: ☒

12-21-20

Phone Number: (702) 431-6260

Attachment F4: Sample Vectra Lease

Lease No: 0016672
Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

**INSURANCE INFORMATION
(Lease)**

1. Please provide the following information for your insurance agent:

Name of Insurance Agency: Distinctive Insurance Inc.

Contact Person for Certificate: Itilya Lang

Address: 8375 W Flamingo Rd Ste 102

Las Vegas, NV 89147

Telephone: 702-396-4844

Email: itilya@distinctive.net

Fax: 702-396-4832

2. Please provide the attached Insurance Requirements list to your agent.

Doral Academy of Idaho, Inc.

Lessee

By: X *Berna E. Hume*

Title: X *Vice Chairman*
Board of Directors

Lease No: 0016672
Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020
Doral Academy of
Insured: Idaho, Inc.

→ PLEASE SEND THIS TO YOUR INSURANCE AGENT

**INSURANCE and CERTIFICATE REQUIREMENTS
(Equipment Lease)**

1. Agent or Insurance Company to fax (888) 748-1933, e-mail, or mail certificate(s) of insurance to the following:

Zions Credit Corporation
PO Box 3954
Salt Lake City, UT 84110
2. Certificate(s) must include the following:
 - a. Insured's name exactly as listed above.
 - b. Schedule Number as listed above.
 - c. 30 day notice of cancellation with 10 day notice for non-payment.
 - d. "Zions Credit Corporation" to be shown and added to the policy as Lender's Loss Payable regarding property coverage AND Additional Insured regarding liability coverage.
 - e. Equipment description.
 - f. Property/Physical damage coverage with limits shown. Deductibles to be no greater than 5% of the equipment's value.
 - g. General Liability coverage with minimum limit of \$1,000,000.
3. Contact DENISE, (801) 844-7364, denise.hughes@zionsbancorp.com with any questions. Please send all future renewal certificates to zccinsurance@zionsbancorp.com.
4. Equipment:

Equipment Description:	SCHOOL FURNITURE, MATERIALS, COMPUTERS AND EQUIPMENT PER SCHEDULE A
Equipment Cost:	██████████
Equipment Location Address:	2511 W Cherry Ln
(City, State, Zip Code)	Meridian, ID 83642-1135

CORPORATE RESOLUTION TO LEASE

Corporation: DORAL ACADEMY OF IDAHO, INC.
2511 W Cherry Ln
Meridian, ID 83642-1135

Lessor: ZIONS CREDIT CORPORATION
310 S Main St, Ste 1300
Salt Lake City, UT 84101

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is Doral Academy of Idaho, Inc. ("Corporation"). The Corporation is a Corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the state of Nevada. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign Corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 1150 Silent Sparrow Dr, Sparks, Nevada 89441-5901. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lessor prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the directors of the Corporation, duly called and held on _____, 2020, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICER. The following named person(s) is/are officer(s) of the Corporation:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
Bruce E Hobbs	Vice-Chair Board	Y	X <u>Bruce E Hobbs</u>
Carolyn Baird	Treasurer	Y	X <u>Carolyn Baird</u>

ACTIONS AUTHORIZED. Any one of the authorized persons listed above may enter into any agreements of any nature with Lessor, and those agreements will bind the Corporation. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Lease. To lease, as a lessee or otherwise, from time to time from Lessor, or enter into other financing agreements with Lessor on such terms as may be agreed upon between the Corporation and Lessor, such sum or sums of money without limitation.

Execute Master Finance Lease, Equipment Schedules and Related Lease Documents. To execute and deliver to Lessor a Master Finance Lease, Equipment Schedules, and other related lease documents, or other evidence of the Corporation's credit obligations, on Lessor's forms, at on such terms as may be agreed upon, or any of the Corporation's indebtedness to Lessor, and also to execute and deliver to Lessor one or more renewals, extensions, modifications, consolidations, or substitutions for one or more of the leases, or any other evidence of credit accommodations.

Grant Security. Whether on a precautionary basis or otherwise, to mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and any property subject to a Master Finance Lease, or any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, as security for the payment of any such leases or credit accommodations. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such leases are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lessor the forms of pledge agreement, hypothecation agreement, and Master Finance Lease, Equipment Schedules or other security agreements and financing statements which Lessor may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lessor any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lessor may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business:

NOTICES TO LESSOR. The Corporation will promptly notify Lessor in writing at Lessor's address shown above (or such other addresses as Lessor may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lessor. No change in the Corporation's name or state of organization will take effect until after Lessor has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officer(s) named above is/are duly elected, appointed, or employed by or for the Corporation, as the case may be and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

Attachment F4: Sample Vectra Lease

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lessor may rely on it until written notice of its revocation shall have been delivered to and received by Lessor at Lessor's address shown above (or such addresses as Lessor may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signature set opposite the name listed above is his or her genuine signature.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Lease is dated 12/28, 2020.

CERTIFIED TO AND ATTESTED BY:

By: Kristi Archer
Name: Kristi Archer
Title: Secretary

ZIONS CREDIT CORPORATION

310 S Main St, Ste 1300
Salt Lake City, UT 84101

Main Line: (801) 524-2230

INVOICE

Due Date: Due upon signing Lease documents
Lessee: Doral Academy of Idaho, Inc.
Lease #: 0016672
Schedule #: 0016673002
Equipment: SCHOOL FURNITURE / MATERIALS / COMPUTERS AND EQUIPMENT

Commitment Fee Received

Interest through December 23, 2020

Documentation and Filing Fees

Total Amount to be applied to 1st payment



PROMISSORY NOTE

\$25,000

Date

FOR VALUE RECEIVED, **PINECREST ACADEMY OF LEWISTON, Inc.**, a Idaho public charter school, whose mailing address is _____ (the “**Borrower**”), promises to pay to **ACADEMICA NEVADA, LLC**, a Nevada limited liability company, whose mailing address is 6630 Surrey St., Las Vegas, Nevada 89119 (the “**Lender**”), at such place as lender may from time to time designate in writing, the principal amount of TWENTY-FIVE THOUSAND AND 00/100 Dollars (\$25,000.00) (the “**Loan**”), payable as follows:

1. **Term.** The term of the loan will run from August 30, 2025 to July 30, 2027.
2. **Interest.** During the Initial Term of the Loan no interest will accrue. During the Extended Term interest will accrue at five (5) percent per annum.
3. **Payment.**
 - (a) **Monthly Payments.** During the Term of the Loan, Borrower shall make monthly payments in equal amounts due on the thirtieth (30) of each month, in accordance with Appendix A, commencing on **August 30, 2025.**
 - (b) **Manner and Place for Payments.** All amounts are payable in lawful money of the United States of America and shall be made to Lender at Lender’s address listed above.
4. **Prepayment.** Borrower may prepay this Note in full or in part at any time without any prepayment charge or penalty.
5. **No Waiver.** The acceptance by Lender of any payment under this Note after the date that such payment is due shall not constitute a waiver of the right to require prompt payment when due of any succeeding payments or to declare a default as herein provided for any failure to so pay. The acceptance by Lender of the payment of a portion of any installment at any time that such installment is due and payable in its entirety shall neither cure nor excuse the default caused by the failure to pay the whole of such installment and shall not constitute a waiver of Lender’s right to require full payment when due of all future or succeeding installments.
6. **Default.** Each of the following events shall constitute an “***Event of Default***” under this Note:
 - (a) Borrower’s failure to make any payments of principal, interest or other sums due under this Note within ten (10) calendar days after the same becomes due;
 - (b) Borrower shall be adjudicated a bankrupt or insolvent, or shall consent to or apply for the appointment of a receiver, trustee or liquidator of any of Borrower’s property, or shall admit in writing Borrower’s inability to pay Borrower’s debts generally as they become due,

Attachment F5: Promissory Note with Amortization Schedule

or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization or arrangement in a proceeding under any bankruptcy law, or Borrower shall take action towards the liquidation of any of Borrower's property; and

7. **Acceleration.** Upon the occurrence of an Event of Default, Lender may declare the entire outstanding balance of principal immediately due and payable, together with interest at the Default Rate until paid in full, plus all costs of collection, including attorneys' fees.

8. **Assignment.** The Lender will not assign or otherwise transfer this Note without the Borrower's prior written consent.

9. **Attorneys' Fees and Costs.** In the event Lender takes any action to enforce any provision of this Note, either through legal proceedings or otherwise, Borrower promises to immediately reimburse Lender for Lender's reasonable attorneys' fees and all other costs and expense so incurred. Borrower shall also reimburse Lender for all attorneys' fees and costs reasonably incurred in the representation of Lender in any bankruptcy, insolvency, reorganization or other debtor-relief proceeding of or relating to Borrower or any collateral for the obligations hereunder.

10. **Waivers.** Borrower, endorsers, guarantors and sureties of this Note hereby: (i) waive diligence, demand, presentment, notice of non-payment and of dishonor, protest and notice of protest; (ii) expressly agree that this Note, or any payment hereunder, may be renewed, modified or extended from time to time and at any time; (iii) consent to the acceptance or release of security for this Note or the release of any party or guarantor, all without in any way affecting their liability; and (iv) waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or on any guaranty thereof, or to any agreement to pay the same to the full extent permissible by law.

11. **Notices.** All requests, notices and demands given or required to be given by either party hereto to the other party shall be in writing addressed to such addresses as the parties may from time to time designate to the other parties in writing. Notices shall be deemed to have been properly given three (3) business days after having been deposited in any post office, branch post office, or mail depository regularly maintained by the U.S. Postal Service and sent by U.S. registered or certified mail, postage prepaid, on the next business day following deposit with an overnight courier service, and upon receipt by any person at the place of business set forth above if delivery is made by hand delivery.

12. **Severability.** Every provision hereof is intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions hereof, which shall remain binding and enforceable.

13. **Governing Law; Venue.** This Note shall be governed by and construed under the laws of the State of Idaho. Borrower and Lender agree that Boise, Idaho shall be the exclusive venue for resolution of any dispute arising under this Note, to the exclusion of all other possible

Attachment F5: Promissory Note with Amortization Schedule

forums or venues. Borrower further submits to venue in the Fourth District Court of the State of Idaho.

15. General Provisions. The terms of this Note shall inure to the benefit of and bind the parties hereto and their successors and assigns. Borrower represents and warrants to Lender that the obligations hereunder arise out of or in connection with business purposes and do not relate to any personal, family or household purpose. As used herein, the term “Borrower” shall include the undersigned Borrower and any other person or entity who may subsequently become liable for the payment hereof. The term “Lender” shall include the named Lender as well as any other person or entity to whom this Note or any interest in this Note is conveyed, transferred or assigned.

BORROWER:

Pinecrest Academy of Lewiston, Inc.
an Idaho Charter School

By: _____

Name: _____

Title: _____

Attachment F5: Promissory Note with Amortization Schedule

STATE OF IDAHO)
) SS:
CITY OF LEWISTON COUNTY OF NEZ PERCE)

On this _____ day of _____, 2020, before me appeared _____, to me personally known or satisfactorily proven, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument dated _____, 2022 such instrument being described or identified as **PROMISSORY NOTE**, and that said person did so as the free act and deed of such person, and if applicable in the capacity or capacities shown, having been duly authorized to execute such instrument in such capacity or capacities.

(Stamp or Seal)

Print Name: _____
Notary Public, State of Idaho

My commission expires: _____

Attachment F5: Promissory Note with Amortization Schedule

10/04/2022 2:18 PM

Compounding Period: Monthly

Nominal Annual Rate: 5.000%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	08/01/2025	25,000.00	1		
2	Payment	08/30/2025	1,096.57	24	Monthly	07/30/2027

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	08/01/2025				25,000.00
1	08/30/2025	1,096.57	99.32	997.25	24,002.75
2	09/30/2025	1,096.57	100.01	996.56	23,006.19
3	10/30/2025	1,096.57	95.86	1,000.71	22,005.48
4	11/30/2025	1,096.57	91.69	1,004.88	21,000.60
5	12/30/2025	1,096.57	87.50	1,009.07	19,991.53
6	01/30/2026	1,096.57	83.30	1,013.27	18,978.26
7	02/28/2026	1,096.57	79.08	1,017.49	17,960.77
8	03/30/2026	1,096.57	74.84	1,021.73	16,939.04
9	04/30/2026	1,096.57	70.58	1,025.99	15,913.05
10	05/30/2026	1,096.57	66.30	1,030.27	14,882.78
11	06/30/2026	1,096.57	62.01	1,034.56	13,848.22
2026 Totals		12,062.27	910.49	11,151.78	
12	07/30/2026	1,096.57	57.70	1,038.87	12,809.35
13	08/30/2026	1,096.57	53.37	1,043.20	11,766.15
14	09/30/2026	1,096.57	49.03	1,047.54	10,718.61
15	10/30/2026	1,096.57	44.66	1,051.91	9,666.70
16	11/30/2026	1,096.57	40.28	1,056.29	8,610.41
17	12/30/2026	1,096.57	35.88	1,060.69	7,549.72
18	01/30/2027	1,096.57	31.46	1,065.11	6,484.61
19	02/28/2027	1,096.57	27.02	1,069.55	5,415.06
20	03/30/2027	1,096.57	22.56	1,074.01	4,341.05
21	04/30/2027	1,096.57	18.09	1,078.48	3,262.57
22	05/30/2027	1,096.57	13.59	1,082.98	2,179.59
23	06/30/2027	1,096.57	9.08	1,087.49	1,092.10
2027 Totals		13,158.84	402.72	12,756.12	
24	07/30/2027	1,096.57	4.47	1,092.10	0.00
2028 Totals		1,096.57	4.47	1,092.10	

Attachment F5: Promissory Note with Amortization Schedule

10/04/2022 2:18 PM

	Date	Payment	Interest	Principal	Balance
Grand Totals		26,317.68	1,317.68	25,000.00	

Last interest amount decreased by 0.08 due to rounding.

ANNUAL PERCENTAGE RATE	FINANCE CHARGE	Amount Financed	Total of Payments
The cost of your credit as a yearly rate.	The dollar amount the credit will cost you.	The amount of credit provided to you or on your behalf.	The amount you will have paid after you have made all payments as scheduled.
4.994%	\$1,317.68	\$25,000.00	\$26,317.68

Attachment F6: YWLA Services & Support Agreement

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

BETWEEN

YOUNG WOMEN’S LEADERSHIP ACADEMY OF LAS VEGAS

AND

ACADEMICA NEVADA, LLC

TABLE OF CONTENTS

1.	Recitals.....	3
2.	Engagement.....	3
3.	Duties of Service Provider	3
f.	Record Keeping.....	5
g.	Bookkeeping	5
h.	Staff Recommendations and Administration	5
i.	Financial Projections and Financial Statements	5
j.	Grant Solicitation	6
k.	Financing Solicitation and Coordination.....	6
l.	Other Funding Sources.....	6
m.	State Reporting.....	7
n.	School Board Representation.....	7
o.	Governmental Compliance.....	7
p.	Charter Renewal Coordination.....	7
q.	Facilities Identification Expansion, Design and Development	7
r.	Systems Development.....	8
4.	Term of Agreement	8
a.	Initial Term	8
b.	Renewal.....	8
c.	Termination	8
5.	Compensation.....	9
a.	Base Compensation	9
b.	Additional Services	9
c.	Reimbursement of Costs	9
d.	Incurred Expenses	10
6.	OTHER MATTERS.....	10
a.	Conflicts of Interest.....	10
b.	Insurance and Indemnification	10
c.	Miscellaneous.....	11

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

This is an Agreement to provide services and support to a Charter School by and between Young Women’s Leadership Academy of Nevada (“YWLA”) and Academica Nevada LLC (“Service Provider”)

WHEREAS, YWLA has a contract (“the Charter”) with the State Public Charter School Authority (the “State”) to operate a charter school, known as YWLA (the “School”);

WHEREAS, the School is governed by the Board of Directors of YWLA (the “Board”);

WHEREAS, academic control and freedom are integral to the success of the School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

WHEREAS, YWLA shall ensure that its School is professionally operated in accordance with the requirements of its Charter and the requirements of all State and Federal laws as well as the requirements of local municipal and or county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider has been established to provide professional services and support to public charter schools;

WHEREAS, it is Service Provider’s mission to ensure that the vision of the School’s Board of Directors is faithfully and effectively implemented;

Attachment F6: YWLA Services & Support Agreement

WHEREAS, Service Provider's officials are familiar with the governmental agencies and requirements needed to establish and operate a public charter school as well as the requirements of the Charter, all State and Federal authorities, and the local municipal and or county government which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider's officials are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants, other forms of revenue and financing for other charter school programs;

WHEREAS, Service Provider's officials have attended and will continue to attend local, state, and federal meetings and conferences for charter school operators and consultants;

WHEREAS, Service Provider provides services and support a network of charter schools and believes that there are benefits to having a wide variety of employment opportunities and options available to the employees of public charter schools serviced by Service Provider;

WHEREAS, it is Service Provider's duty to implement the vision of the Board of Directors, ensuring the autonomy and governing authority of the Board of Directors of YWLA, and the Board of Director's duty to make all decisions and direct Service Provider to act accordingly on the Board's behalf.

WHEREAS, YWLA and Service Provider desire to enter into this agreement for the purpose of having Service Provider provide services and support to the School at the direction of the Board of Directors;

NOW THEREFORE, the parties to this Agreement agree as follows:

1. Recitals

The forgoing recitals are true, correct and incorporated herein.

2. Engagement

YWLA engages Service Provider to provide administrative services and support to the School as more fully set forth herein. Service Provider accepts such engagement pursuant to the terms of this Agreement.

3. Duties of Service Provider

Service Provider will coordinate the services required to support the School and will keep the Board updated as to all important developments with regard to the Service Provider's services. In connection with this, Service Provider will report to the Board and advise it of the systems established for administrative

Attachment F6: YWLA Services & Support Agreement

duties, including those related to initial setup and the ongoing operational budget. Service Provider will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations.

Service Provider assures the Board that all uniform, system-wide reporting, record keeping, and accountability systems will be compliant with Nevada requirements. The Board will review any recommendations made by Service Provider and act upon them in the manner the Board decides.

Service Provider's services shall include, but not be limited to:

a. Human Resources/Payroll Coordination

Service Provider shall provide human resource services to the School. This includes, but is not limited to, assisting the School in hiring employees, coordination of hiring fairs, disciplining employees, conducting investigations, filing unemployment responses, representation of the School at unemployment hearings, tracking of educator licenses, facilitation of benefits, and assisting in the storage and review of background checks for employees and volunteers. Service Provider shall provide payroll coordination services.

b. Legal

Service Provider will assist the Board in obtaining outside legal counsel and may serve as the primary liaison between the Board and the outside counsel. Service Provider may also provide legal support services which may include assisting the School with day-to-day inquiries, preparing employment agreements for School staff, reviewing contracts, policy creation at the direction of the Board or School, assisting with student and employee discipline, and communicating and working with outside counsel.

NOTHING IN THIS AGREEMENT SHALL CONSTITUTE AN ATTORNEY-CLIENT RELATIONSHIP.

c. Maintenance of Corporate Records and Tax-Exempt Status

Service Provider shall store and maintain the corporate records of the School. Additionally, Service Provider shall assist the school in obtaining and maintaining its federal and state tax exempt status.

d. Public Relations and Marketing

Attachment F6: YWLA Services & Support Agreement

Service Provider shall assist the School in public relations and marketing efforts. Service Provider will coordinate with the School to determine public relations and marketing strategies. Service Provider may hire a third-party vendor to assist with government relations, public relations and marketing.

e. Board of Directors Meetings

Service Provider will attend the meetings of the Board and the staff of the School. Service Provider shall maintain the minutes and records of those meetings and ensure that the School complies with the requirements of NRS 388A.366 and any other applicable law(s) regarding such meetings and record-keeping.

f. Record Keeping

Service Provider will maintain the records of the School at the location designated by the Board. Service Provider will ensure compliance with NAC 392.360 and NAC 388A.550 requirements for record keeping. In addition, Service Provider will ensure that designated on-site staff receives proper training by the State's appropriate departments for student school record keeping through its designated programs.

g. Bookkeeping

Service Provider will serve as liaison with the State to ensure the accuracy and timeliness of financial reporting and record keeping as required by the Charter and State law.

h. Staff Recommendations and Administration

Service Provider shall identify and propose for employment by or on behalf of YWLA qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The teachers employed for the School will be certified as required by NRS Ch. 388A. Service Provider shall coordinate with the Board or the Hiring Committee established by the Board to identify, recruit, and select individuals for School-based positions. The Board will make all hiring decisions in its discretion and in accordance with law. All employees selected by the Board shall be YWLA employees or employees leased to YWLA and will not be employees of Service Provider. Service Provider shall prepare employment contracts for approval by the Board that are to be used for the purpose of hiring employees.

i. Financial Projections and Financial Statements

Service Provider will prepare annual budgets and financial forecasts for the School to present to the Board for review and approval or disapproval. The School will utilize the Nevada School Accounting Manual and Standardized Account Code Structure at the direction of the Board, as a means of codifying all

Attachment F6: YWLA Services & Support Agreement

transactions pertaining to its operations. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by the school's auditors, will adopt accounting policies and procedures. Service Provider will prepare, with the review and approval of the Board, regular unaudited financial statements as required to be delivered to the State which will include a statement of revenues and expenditures and changes in fund balances in accordance with generally accepted accounting principles. These statements will be provided in advance of the deadline for submission of such reports to the State. YWLA will provide the State with annual audited financial reports as required by the Charter. These reports will be audited by a qualified independent, certified public accounting firm. Service Provider will provide the regular unaudited financial statements, books and records to the auditor for review in connection with the preparation of the reports. The reports shall include a complete set of financial statements and notes thereto prepared in accordance with the Charter and generally accepted accounting principles for inclusion into the School's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, no later than deadline set by the State of Nevada each year.

j. Grant Solicitation

Service Provider will solicit grants available for the funding of the School from the various government and private and institutional sources that may be available. Such grants will include, but are not limited to, federal grants programs and various continuation grants for charter schools.

k. Financing Solicitation and Coordination

Service Provider will coordinate obtaining financing from private and public sources for loans desired by the Board.

l. Other Funding Sources

Service Provider will coordinate the solicitation of School Improvement Grant funds, if available, from the appropriate state or local agencies. Similarly, Service Provider will coordinate the solicitation of other state, federal, or local government funds earmarked for school facilities development, improvement, or acquisition as well as other sources of funding that may become available to charter schools from time to time.

Attachment F6: YWLA Services & Support Agreement

m. State Reporting

Service Provider will coordinate the preparation of any and all periodic reports for the School as required by the State Public Charter Authority or Board. The reports will be submitted to the Board for approval when required, and Service Provider will coordinate the delivery and review process established by the State and Charter School legislation for any reporting requirements.

n. School Board Representation

The Board President will serve as primary liaison to the State Public Charter School Authority and its officials on behalf of the School. Service Provider will also serve as a liaison of the Board to the State and its officials. In connection therewith, Service Provider's representatives may attend required meetings and public hearings on behalf of the School.

o. Governmental Compliance

Service Provider will advise the Board on compliance with state regulations and reporting requirements of the Charter School, including relevant changes to State and Federal codes and regulations. Service Provider will also advise the Board as to matters relating to the School and Board's compliance with the School's State Charter. The School's State Charter is incorporated herein by reference.

p. Charter Renewal Coordination

Service Provider will assist the Board with renewal of the School's Charter on a timely basis. Service Provider will negotiate the terms of the Charter's renewal with the State on behalf of the Board and will provide the Board with notice and seek Board approval of any renewal provisions which may modify or alter the terms of the original Charter between the School and the State.

q. Facilities Identification Expansion, Design and Development

Service Provider shall meet and confer with the Board for the purpose of identifying the Facilities needs of the School from year to year. In connection therewith, Service Provider shall advise the Board and assist the School in identifying, procuring, and planning the design of new facilities or in the expansion of existing ones. Service Provider will identify and solicit investors to acquire and develop facilities for lease or use by the school. Where such investors are related to Service Provider or its principal, that relationship will be disclosed to the Board, and the Board's vote of approval for such a selection, shall ratify that the disclosed relationship is not disqualifying. Further, Service Provider shall recommend and retain on behalf

Attachment F6: YWLA Services & Support Agreement

of the School qualified professionals in the fields of school design and architecture and engineering as well as in the area of development and construction for the expansion, design, development, and construction of new or existing facilities.

r. Systems Development

Service Provider will identify and develop a Nevada-based and State-compliant school information system to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

4. Term of Agreement

a. Initial Term

The term of the Agreement shall commence on July 1, 2022 and shall continue through the duration of the Charter granted by the State or other sponsor should the School's sponsor change, unless terminated earlier, as provided for herein, or else is modified by written agreement of the parties.

b. Renewal

At the conclusion of the term of this Agreement, the parties may mutually agree, but shall have no obligation, to renew the terms of this Agreement.

c. Termination

(i) Either party may terminate this Agreement immediately for cause. Termination for cause shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement, when such breach continues for a period of thirty (30) days after written notice, or when any such breach recurs following cure, and following written notice to the other party describing the breach. Notwithstanding the above, in the event of a significant event, as defined hereafter, YWLA may terminate this Agreement immediately without providing Service Provider with thirty (30) days to cure the defect. For the purposes of this Agreement, a "significant event" shall be defined as an act or omission by the Service Provider which results in a breach of the School's Charter such that the Charter is subject to termination, interrupts the School's operations and/or results in a threat to the School's viability. Upon notice of termination under this Section, YWLA shall only be required to pay Service Provider for services rendered through the date of the notice of termination for cause.

(ii) Duties upon termination. In the event this Agreement is terminated with or without cause, the parties shall work cooperatively to ensure that the School's operations continue without interruption. Service Provider shall immediately and peaceably deliver to YWLA any and all books, documents, electronic data or records of any kind or nature pertaining to the operation of the School or any transactions involving the School. This Section shall survive the termination of this Agreement.

5. Compensation

a. Base Compensation

YWLA shall pay Service Provider a services and support fee of \$450 per student Full Time Equivalent (FTE) per annum during the term of this Agreement, unless terminated, provided that YWLA receives such funds. The fee shall be payable in equal monthly installments, provided that YWLA shall have no obligation to pay such fee before receiving its FTE funding from the State of Nevada. Such funding does not include funds for special services or federal dollars, in which event the monthly installments shall accrue until funding is received. In the event that funding is decreased in future years to an amount less than the 2021-2022 state funding, either party may request review of the base compensation amount. The Service Provider will consider lowering the fee should the school experience financial distress.

b. Additional Services

Service Provider will provide additional services not covered under this Agreement to the Board as requested by the Board by proposal to Board and subject to Board approval. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, at the expense of YWLA, of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

c. Reimbursement of Costs

Service Provider shall be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost. Such costs shall be split, pro-rata, with any and all other schools for which the travel was undertaken.

Attachment F6: YWLA Services & Support Agreement

d. Incurred Expenses

Pursuant to the agreement of the Board and Service Provider, Service Provider may defer some or all of the services and support fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the School's financial records.

6. OTHER MATTERS

a. Conflicts of Interest

No officer, shareholder, employee or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Service Provider, its officers, directors, employees or principals and any other person or entity providing goods or services to the School, Service Provider agrees to disclose the relationship to the Board as soon as practicable.

b. Insurance and Indemnification

Service Provider shall carry liability insurance in the amount of FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00) and shall indemnify the School for any acts or omissions arising from or claimed to be arising from the scope of services of the Service Provider as further set forth herein. School shall be named as an additional insured on such policy(ies) of insurance. Service Provider agrees to provide, upon request of the Board, certificates of insurance with carriers, in amounts and for terms reasonably acceptable to the Board.

Service Provider hereby further agrees to defend, indemnify, hold harmless and protect YWLA, the Board, the School and their successors and assigns, from and against any and all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) (hereinafter collectively referred to as "claims") which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Service Provider, its employees or agents. This duty to defend shall arise immediately upon the making of a claim against YWLA, the Board, the School and their successors and assigns without need for final adjudication of fault. If such claims are ultimately adjudged as *not* being connected to the acts, services, conduct or omissions of Service Provider, its employees or agents, then the

Attachment F6: YWLA Services & Support Agreement

Defended party shall promptly reimburse Service Provider for those Defense Fees and costs incurred in defending said Defended party.

c. Miscellaneous

(i) Neither party shall be considered in default of this Agreement if the performance of any part or all if this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unreasonable expense.

(ii) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

(iii) Neither party shall assign this Agreement without the written consent of the other party;

(iv) No waiver of any provision of or default under this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

(v) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that provision may be stricken and all other provisions of this Agreement shall remain in full force and effect, and shall be given such interpretation in the absence of such stricken provision as to faithfully effect the goals and intent of the parties in entering into this Agreement as further set forth above.

(vi) This Agreement is not intended to create any rights of a third-party beneficiary.

(vii) This Agreement is made and entered into in the State of Nevada and shall be interpreted according to and governed by the laws of that state. Any action arising from this Agreement, shall be brought in a court in Clark County, Nevada.

(viii) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs to the extent allowed by law.

(ix) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States

Attachment F6: YWLA Services & Support Agreement

mail, directed to the other party at its address hereinafter provided or at such other address as either party may designate by notice from time to time in accordance herewith:

If to Service Provider: **Academica Nevada, LLC**
 6630 Surrey St.
 Las Vegas, NV 89119
 Attention: Robert Howell

If to Board: **YWLA**
 11741 Corrigan Place,
 Las Vegas, NV 89138
 Attention: Board Chair

(x) The designated contact person of Service Provider shall be the CEO of Academica Nevada LLC - Robert B. Howell.

The designated contact person of the School shall be the Chairperson of the Board of Directors, as elected each year at the Board's Annual Meeting.

(xi) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

(xii) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(xiii) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

THIS AGREEMENT was approved at a meeting of the Board of Directors of YWLA held on the ____ day of _____. At that meeting, the undersigned Director of YWLA was authorized by the Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

YWLA Board

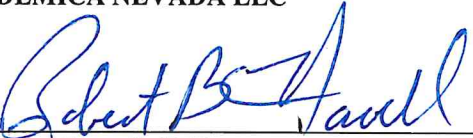
By: *Gunlek Ruder*
 Gunlek Ruder (Apr 22, 2022 13:40 PDT)
 Board Chair

Date: 4/22/22

YWLA – Academica Nevada LLC – Charter Services and Support Contract

Attachment F6: YWLA Services & Support Agreement

ACADEMICA NEVADA LLC

By: 
Robert Howell, CEO

Date: 7/4/22

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

BETWEEN

SLAM ACADEMY OF NEVADA

AND

ACADEMICA NEVADA, LLC

TABLE OF CONTENTS

1. RECITALS: ERROR! BOOKMARK NOT DEFINED.

2. ENGAGEMENT 3

3. DUTIES OF SERVICE PROVIDER..... 3

4. TERM OF AGREEMENT 7

5. COMPENSATION 8

6. OTHER MATTERS 9

Attachment F7: SLAM Services & Support Agreement

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

This is an Agreement to provide services and support to a Charter School by and between SLAM Academy of Nevada (“SLAM”) and Academica Nevada LLC (“Service Provider”)

WHEREAS, SLAM has a contract (“the Charter”) with the State Public Charter School Authority (the “State”) to operate a charter school, known as the SLAM Academy of Nevada (the “School”);

WHEREAS, the School is governed by the Board of Directors of SLAM (the “Board”);

WHEREAS, academic control and freedom are integral to the success of the School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

WHEREAS, SLAM shall ensure that its School is professionally operated in accordance with the requirements of its Charter and the requirements of all State and Federal laws as well as the requirements of local municipal and or county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider has been established to provide professional services and support to public charter schools;

WHEREAS, it is Service Provider’s mission to ensure that the vision of the School’s Board of Directors is faithfully and effectively implemented;

WHEREAS, Service Provider’s officials are familiar with the governmental agencies and requirements needed to establish and operate a public charter school as well as the requirements of the Charter, all State and Federal authorities, and the local municipal and or county government which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider’s officials are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants, other forms of revenue and financing for other charter school programs;

WHEREAS, Service Provider’s officials have attended and will continue to attend local, state, and federal meetings and conferences for charter school operators and consultants;

WHEREAS, Service Provider provides services and support a network of charter schools and believes that there are benefits to having a wide variety of employment opportunities and options available to the employees of public charter schools serviced by Service Provider;

Attachment F7: SLAM Services & Support Agreement

WHEREAS, it is Service Provider's duty to implement the vision of the Board of Directors, ensuring the autonomy and governing authority of the Board of Directors of SLAM, and the Board of Director's duty to make all decisions and direct Service Provider to act accordingly on the Board's behalf.

WHEREAS, SLAM and Service Provider desire to enter into this agreement for the purpose of having Service Provider provide services and support to the School at the direction of the Board of Directors;

NOW THEREFORE, the parties to this Agreement agree as follows:

1. Recitals

The forgoing recitals are true, correct and incorporated herein.

2. Engagement

SLAM engages Service Provider to provide administrative services and support to the School as more fully set forth herein. Service Provider accepts such engagement pursuant to the terms of this Agreement.

3. Duties of Service Provider

Service Provider will coordinate the services required to support the School and will keep the Board updated as to all important developments with regard to the Service Provider's services. In connection with this, Service Provider will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. Service Provider will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations.

Service Provider assures the Board that all uniform, system-wide reporting, record keeping, and accountability systems will be compliant with Nevada requirements. The Board will review any recommendations made by Service Provider and act upon them in the manner the Board decides.

Service Provider's services shall include, but not be limited to:

a. Human Resources/Payroll Coordination

Service Provider shall provide human resource services to the School. This includes, but is not limited to, assisting the School in hiring employees, coordination of hiring fairs, disciplining employees, conducting investigations, filing unemployment responses, representation of the School at unemployment hearings, tracking of educator licenses, facilitation of benefits, and assisting in the storage and review of

Attachment F7: SLAM Services & Support Agreement

background checks for employees and volunteers. Service Provider shall provide payroll coordination services.

b. Legal

Service Provider will assist the Board in obtaining outside legal counsel and may serve as the primary liaison between the Board and the outside counsel. Service Provider may also provide legal support services which may include assisting the School with day to day inquiries, preparing employment agreements for School staff, reviewing contracts, policy creation at the direction of the Board or School, assisting with student and employee discipline, and communicating and working with outside counsel. **NOTHING IN THIS AGREEMENT SHALL CONSTITUTE AN ATTORNEY-CLIENT RELATIONSHIP.**

c. Maintenance of Corporate Records and Tax-Exempt Status

Service Provider shall store and maintain the corporate records of the School. Additionally, Service Provider shall assist the school in obtaining and maintaining its federal and state tax exempt status.

d. Public Relations and Marketing

Service Provider shall assist the School in public relations and marketing efforts. Service Provider will coordinate with the School to determine public relations and marketing strategies. Service Provider may hire a third-party vendor to assist with government relations, public relations and marketing.

e. Board of Directors Meetings

Service Provider will attend the meetings of the Board and the staff of the School. Service Provider shall maintain the minutes and records of those meetings and ensure that the School complies with the requirements of NRS 388A.366 and any other applicable law(s) regarding such meetings and record-keeping.

f. Record Keeping

Service Provider will maintain the records of the School at the location designated by the Board. Service Provider will ensure compliance with NAC 392.360 and NAC 388A.550 requirements for record keeping. In addition, Service Provider will ensure that designated on-site staff receives proper training by the State's appropriate departments for student school record keeping through its designated programs.

g. Bookkeeping

Service Provider will serve as liaison with the State to ensure the accuracy and timeliness of financial reporting and record keeping as required by the Charter and State law.

Attachment F7: SLAM Services & Support Agreement

h. Staff Recommendations and Administration

Service Provider shall identify and propose for employment by or on behalf of SLAM qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The teachers employed for the School will be certified as required by NRS Ch. 388A. Service Provider shall coordinate with the Board or the Hiring Committee established by the Board to identify, recruit, and select individuals for School-based positions. The Board will make all hiring decisions in its discretion and in accordance with law. All employees selected by the Board shall be SLAM employees or employees leased to SLAM and will not be employees of Service Provider. Service Provider shall prepare employment contracts for approval by the Board that are to be used for the purpose of hiring employees.

i. Financial Projections and Financial Statements

Service Provider will prepare annual budgets and financial forecasts for the School to present to the Board for review and approval or disapproval. The School will utilize the Nevada School Accounting Manual and Standardized Account Code Structure at the direction of the Board, as a means of codifying all transactions pertaining to its operations. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by the school's auditors, will adopt accounting policies and procedures. Service Provider will prepare, with the review and approval of the Board, regular unaudited financial statements as required to be delivered to the State which will include a statement of revenues and expenditures and changes in fund balances in accordance with generally accepted accounting principles. These statements will be provided in advance of the deadline for submission of such reports to the State. SLAM will provide the State with annual audited financial reports as required by the Charter. These reports will be audited by a qualified independent, certified public accounting firm. Service Provider will provide the regular unaudited financial statements, books and records to the auditor for review in connection with the preparation of the reports. The reports shall include a complete set of financial statements and notes thereto prepared in accordance with the Charter and generally accepted accounting principles for inclusion into the School's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, no later than deadline set by the State of Nevada each year.

Attachment F7: SLAM Services & Support Agreement

j. Grant Solicitation

Service Provider will solicit grants available for the funding of the School from the various government and private and institutional sources that may be available. Such grants will include, but are not limited to, federal grants programs and various continuation grants for charter schools.

k. Financing Solicitation and Coordination

Service Provider will coordinate obtaining financing from private and public sources for loans desired by the Board.

l. Other Funding Sources

Service Provider will coordinate the solicitation of School Improvement Grant funds, if available, from the appropriate state or local agencies. Similarly, Service Provider will coordinate the solicitation of other state, federal, or local government funds earmarked for school facilities development, improvement, or acquisition as well as other sources of funding that may become available to charter schools from time to time.

m. State Reporting

Service Provider will coordinate the preparation of any and all periodic reports for the School as required by the State Public Charter Authority or Board. The reports will be submitted to the Board for approval when required, and Service Provider will coordinate the delivery and review process established by the State and Charter School legislation for any reporting requirements.

n. School Board Representation

The Board President will serve as primary liaison to the State Public Charter School Authority and its officials on behalf of the School. Service Provider will also serve as a liaison of the Board to the State and its officials. In connection therewith, Service Provider's representatives may attend required meetings and public hearings on behalf of the School.

o. Governmental Compliance

Service Provider will advise the Board on compliance with state regulations and reporting requirements of the Charter School, including relevant changes to State and Federal codes and regulations. Service Provider will also advise the Board as to matters relating to the School and Board's compliance with the School's State Charter. The School's State Charter is incorporated herein by reference.

Attachment F7: SLAM Services & Support Agreement

p. Charter Renewal Coordination

Service Provider will assist the Board with renewal of the School's Charter on a timely basis. Service Provider will negotiate the terms of the Charter's renewal with the State on behalf of the Board and will provide the Board with notice and seek Board approval of any renewal provisions which may modify or alter the terms of the original Charter between the School and the State.

q. Facilities Identification Expansion, Design and Development

Service Provider shall meet and confer with the Board for the purpose of identifying the Facilities needs of the School from year to year. In connection therewith, Service Provider shall advise the Board and assist the School in identifying, procuring, and planning the design of new facilities or in the expansion of existing ones. Service Provider will identify and solicit investors to acquire and develop facilities for lease or use by the school. Where such investors are related to Service Provider or its principal, that relationship will be disclosed to the Board, and the Board's vote of approval for such a selection, shall ratify that the disclosed relationship is not disqualifying. Further, Service Provider shall recommend and retain on behalf of the School qualified professionals in the fields of school design and architecture and engineering as well as in the area of development and construction for the expansion, design, development, and construction of new or existing facilities.

r. Systems Development

Service Provider will identify and develop a Nevada-based and State-compliant school information system to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

4. Term of Agreement

a. Initial Term

The term of the Agreement shall commence on July 1, 2022 and shall continue through the duration of the Charter granted by the State or other sponsor should the School's sponsor change, unless terminated earlier, as provided for herein, or else is modified by written agreement of the parties.

b. Renewal

At the conclusion of the term of this Agreement, the parties may mutually agree, but shall have no

obligation, to renew the terms of this Agreement.

c. Termination

(i) Either party may terminate this Agreement immediately for cause. Termination for cause shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement, when such breach continues for a period of thirty (30) days after written notice, or when any such breach recurs following cure, and following written notice to the other party describing the breach. Notwithstanding the above, in the event of a significant event, as defined hereafter, SLAM may terminate this Agreement immediately without providing Service Provider with thirty (30) days to cure the defect. For the purposes of this Agreement, a “significant event” shall be defined as an act or omission by the Service Provider which results in a breach of the School’s Charter such that the Charter is subject to termination, interrupts the School’s operations and/or results in a threat to the School’s viability. Upon notice of termination under this Section, SLAM shall only be required to pay Service Provider for services rendered through the date of the notice of termination for cause.

(ii) Duties upon termination. In the event this Agreement is terminated with or without cause, the parties shall work cooperatively to ensure that the School’s operations continue without interruption. Service Provider shall immediately and peaceably deliver to SLAM any and all books, documents, electronic data or records of any kind or nature pertaining to the operation of the School or any transactions involving the School. This Section shall survive the termination of this Agreement.

5. Compensation

a. Base Compensation

SLAM shall pay Service Provider a services and support fee of \$450 per student Full Time Equivalent (FTE) per annum during the term of this Agreement, unless terminated, provided that SLAM receives such funds. The fee shall be payable in equal monthly installments, provided that SLAM shall have no obligation to pay such fee before receiving its FTE funding from the State of Nevada. Such funding does not include funds for special services or federal dollars, in which event the monthly installments shall accrue until funding is received. In the event that funding is decreased in future years to an amount less than the 2022-2023 state funding, either party may request review of the base compensation amount. The Service Provider will consider lowering the fee should the school experience financial distress.

Attachment F7: SLAM Services & Support Agreement

b. Additional Services

Service Provider will provide additional services not covered under this Agreement to the Board as requested by the Board by proposal to Board and subject to Board approval. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, at the expense of SLAM, of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

c. Reimbursement of Costs

Service Provider shall be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost. Such costs shall be split, pro-rata, with any and all other schools for which the travel was undertaken.

d. Incurred Expenses

Pursuant to the agreement of the Board and Service Provider, Service Provider may defer some or all of the services and support fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the School's financial records.

6. OTHER MATTERS

a. Conflicts of Interest

No officer, shareholder, employee or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Service Provider, its officers, directors, employees or principals and any other person or entity providing goods or services to the School, Service Provider agrees to disclose the relationship to the Board as soon as practicable.

b. Insurance and Indemnification

Service Provider shall carry liability insurance in the amount of FIVE MILLION AND 00/100 DOLLARS (\$5,000,000.00) and shall indemnify the School for any acts or omissions arising from or claimed to be arising from the scope of services of the Service Provider as further set forth herein. School shall be named as an additional insured on such policy(ies) of insurance. Service Provider agrees to provide, upon

Attachment F7: SLAM Services & Support Agreement

request of the Board, certificates of insurance with carriers, in amounts and for terms reasonably acceptable to the Board.

Service Provider hereby further agrees to defend, indemnify, hold harmless and protect SLAM, the Board, the School and their successors and assigns, from and against any and all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) (hereinafter collectively referred to as "claims") which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Service Provider, its employees or agents. This duty to defend shall arise immediately upon the making of a claim against SLAM, the Board, the School and their successors and assigns without need for final adjudication of fault. If such claims are ultimately adjudged as *not* being connected to the acts, services, conduct or omissions of Service Provider, its employees or agents, then the Defended party shall promptly reimburse Service Provider for those Defense Fees and costs incurred in defending said Defended party.

c. Miscellaneous

(i) Neither party shall be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unreasonable expense.

(ii) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

(iii) Neither party shall assign this Agreement without the written consent of the other party;

(iv) No waiver of any provision of or default under this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

Attachment F7: SLAM Services & Support Agreement

(v) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that provision may be stricken and all other provisions of this Agreement shall remain in full force and effect, and shall be given such interpretation in the absence of such stricken provision as to faithfully effect the goals and intent of the parties in entering into this Agreement as further set forth above.

(vi) This Agreement is not intended to create any rights of a third-party beneficiary.

(vii) This Agreement is made and entered into in the State of Nevada and shall be interpreted according to and governed by the laws of that state. Any action arising from this Agreement, shall be brought in a court in Clark County, Nevada.

(viii) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs to the extent allowed by law.

(ix) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or at such other address as either party may designate by notice from time to time in accordance herewith:

If to Service Provider: **Academica Nevada, LLC**
 6630 Surrey St.
 Las Vegas, NV 89119
 Attention: Robert Howell

If to Board: **SLAM Academy of Nevada**
 1095 Fielders Street
 Henderson, NV 89011
 Attention: Board Chair

(x) The designated contact person of Service Provider shall be the CEO of Academica Nevada LLC - Robert B. Howell.

The designated contact person of the School shall be the Chairperson of the Board of Directors, as elected each year at the Board's Annual Meeting.

(xi) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

Attachment F7: SLAM Services & Support Agreement

(xii) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(xiii) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

THIS AGREEMENT was approved at a meeting of the Board of Directors of SLAM of Nevada held on the ____ day of _____. At that meeting, the undersigned Director of SLAM was authorized by the Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

SLAM Academy of Nevada Board

By: 
Board Chair

Date: 6/1/22

ACADEMICA NEVADA LLC

By: 
Robert Howell, CEO

Date: 8/14/22

PINECREST ACADEMY OF LEWISTON

July 29, 2022

A K- 8 PUBLIC CHARTER
SCHOOL

Founding Board of Directors

Jon Evans

Anna Wilson

Royal Toy

Paul Merrill

Mike Kingsley

Nate Hercula

Lance R. Hansen
Superintendent of Schools
Independent School District No. 1
3317 12th Street
Lewiston, ID 83501

Dear Mr. Hansen,

Pinecrest Academy of Lewiston is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Lewiston, Idaho area. As such, the school anticipates opening in the fall of 2023 and could potentially serve students within Independent School District No. 1.

In compliance with Idaho Code §33-5205, the purpose of this letter is to inform you that, as a group of petitioners, we are seeking an authorizer for this proposed charter school and offer to attend a district board of trustees meeting, if you so request.

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

If you have any questions, please email Jon Evans at jevans@poweroftheclub.org.

Thank you,

Jon Evans

Jon Evans
Founding Board Member
Pinecrest Academy of Lewiston



DISTRICT MEMBERSHIP AGREEMENT

This District Membership Agreement (this “**Agreement**”) is entered into effective as of _____, 2022 (“**Effective Date**”) by and between The Pinecrest Academy Inc., a Florida not-for-profit corporation organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose address is 2450 NW 97th Ave., Miami, FL 33172 (“**PINECREST**”) and Pinecrest Academy of Lewiston (“**MEMBER SCHOOL**”), a Idaho not-for-profit corporation established to operate a public charter school, whose address is 6630 Surrey St., Las Vegas, NV 89119.

WITNESSETH:

WHEREAS, the PINECREST Academy, Inc. Corporate District (the “**DISTRICT**”) is a corporate district currently accredited by the Southern Association of Colleges and Schools Council on Accreditation and School Improvement (“**SACS CASI**”), an Accreditation Division of AdvanceED; and

WHEREAS, the DISTRICT was established to develop schools that provide educationally underserved students with the knowledge, skills, and character needed to succeed in top-quality schools, colleges and the competitive world beyond; and, that maximize student achievement by fostering the development of responsible, self-directed life-long learners in a safe and enriching environment; and

WHEREAS, PINECREST has created a membership program for public charter schools located, or to be located, outside the State of Florida, designed to increase membership in the DISTRICT; and

WHEREAS, as a member of the DISTRICT, a school receives, subject to compliance with all applicable responsibilities of membership that may exist from time to time, certain rights and privileges, including, (i) access to educational materials, programs and curriculum, procedures for marketing, advertising, promotion, financial reporting and budgeting, signage and other branding techniques and materials and other items created over time and approved for use within the DISTRICT, (ii) the right to conduct operations of the school as a “A PINECREST Academy School”, and (iii) access and eligibility to an accreditation process by the SACS CASI as a member of the DISTRICT; and

WHEREAS, MEMBER SCHOOL either holds, or has applied for, a charter for a public school known as PINECREST ACADEMY OF LEWISTON (the “**Charter School**”) in the County of Nez Perce, State of Idaho (the “**State**”) and all references to MEMBER SCHOOL include the Charter School; and

WHEREAS, MEMBER SCHOOL would like the Charter School to become a member of the DISTRICT; and

WHEREAS, MEMBER SCHOOL understands and acknowledges strict rules and guidelines associated with DISTRICT membership, including the requirements to conduct a self-study, attend required meetings and training sessions, formulate school improvement plans (SIP) for continuous improvement in student performance, and meet AdvancED Standards for Quality.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

1. **RECITALS AND DEFINITIONS.**

1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

1.2 Definitions. As used in this Agreement, the following terms shall have the following meanings:

- (a) ***“Confidential Information”*** means technical and non-technical information, whether or not such information is marked or otherwise identified as “CONFIDENTIAL”, used in or related to operations of a member school of the District that is not commonly known by or available to the public, including, without limitation, Educational Programs, Oversight Programs, Proprietary Materials and other PINECREST District Program IP disclosed or made available to MEMBER SCHOOL in connection with this Agreement. ***“Confidential Information”*** shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of MEMBER SCHOOL or its employees, agents, officers, directors or other representatives or advisors; (ii) MEMBER SCHOOL can demonstrate was rightfully in its possession or in its employees’, agents’, officers’, directors’ or other representatives’ or advisors’ possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.
- (b) ***“Educational Programs”*** shall mean educational activities and programs developed by or for use within the DISTRICT, including, without limitation, programs designed to assist students in developing the skills, character and knowledge base needed to succeed in top-quality high schools, universities and in the competitive world beyond, including but not limited to courses of study, curriculum, academic programs, assessments, evaluations, related data compilations, and the like.
- (c) ***“Marks”*** shall mean the service mark “PINECREST Academy®” or any service mark or logo registered to the District during the Agreement Term and as further depicted in Exhibit “A”, and any other trademarks, service marks, design marks, trade names, logos, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, copyrights, drawings, and commercial symbols designated to be used in connection with the DISTRICT.
- (d) ***“PINECREST District Program IP”*** shall mean and include all tangible or intangible proprietary information and materials made available for members of the DISTRICT for use in conducting operations of their respective charter schools, including, without limitation, as applicable, the Marks, all Proprietary Materials, Educational Programs, Oversight Programs, as well as all inventions, improvements, developments or other ideas (whether patentable or unpatentable and whether or not reduced to practice) related thereto, all software and software code; all copyrights and all copyright, trademark and patent registration applications, registrations and renewals in connection therewith and all Confidential Information.

- (e) “**Oversight Programs**” shall mean oversight activities and programs developed by or for use within the DISTRICT, including, without limitation, programs designed to assist charter schools with administrative, financial reporting, budgeting, compliance, and development.
- (f) “**Proprietary Materials**” shall mean all tangible materials made available to members of the DISTRICT for use in conducting operations of their respective charter schools, including, without limitation, curriculum, programs, guides, manuals, curriculum modules, documents, compilations of data, standards and best practices, including those related to Educational Programs, Oversight Programs and other PINECREST District Program IP.
- (g) “**School Year**” shall mean the full period from about August of each calendar year through about July of the next calendar year, designated as the academic year by the school board, or other lawful authority, having jurisdiction over MEMBER SCHOOL, during the Membership Term hereof.

Definitions for the other defined terms used in this Agreement are set forth in this Agreement.

2. **DISTRICT MEMBERSHIP, OBLIGATIONS AND REQUIREMENTS.**

- 2.1 Membership. Upon execution of this Agreement by PINECREST and MEMBER SCHOOL, the Charter School shall become a member of the DISTRICT for the duration of the Membership Term, and is entitled to all the rights and privileges of membership and subject to all obligations and requirements of membership during the Membership Term. Promptly following the Effective Date (or as soon thereafter as possible, if the charter has not yet been approved), PINECREST shall submit, or shall cause to be submitted, an application and supporting information as requested, for AdvancED accreditation for the Charter School as a member of the DISTRICT. MEMBER SCHOOL shall cooperate and provide supporting information as requested by PINECREST. The Charter School shall commence operations as a member of the DISTRICT upon approval of the application by AdvancED. MEMBER SCHOOL may choose to apply for a new charter for an additional public school or schools in the Territory. Once a charter is issued for an additional public school, then that school shall be included in the definition of “Charter School,” if MEMBER SCHOOL gives PINECREST 180 days written notice of its intention to apply for the additional charter and all other existing Charter Schools are performing in compliance with this Agreement.
- 2.2 Compliance with DISTRICT Standards; General. MEMBER SCHOOL acknowledges that (a) MEMBER SCHOOL must comply with all AdvancED Standards of Quality (including those for Schools, School Systems and Corporations); (b) MEMBER SCHOOL has reviewed and is familiar with all AdvancED Standards of Quality; (c) PINECREST developed the Educational Programs, PINECREST District Program IP, Oversight Programs and Proprietary Materials for use within the DISTRICT, and to satisfy AdvancED Standards of Quality and to obtain accreditation of the DISTRICT from SACS CASI; and (d) the importance of strict compliance with all DISTRICT standards by MEMBER SCHOOL in that the DISTRICT Standards are intended to satisfy AdvancED accreditation standards and Standards of Quality. Accordingly, MEMBER SCHOOL shall strictly comply, and shall cause the Charter School to strictly comply, with all DISTRICT requirements, specifications, standards, guidelines, operating procedures and rules (each, a “**Standard**”) set forth in this Agreement, in applicable DISTRICT manuals, and in other

writings supplied to MEMBER SCHOOL by PINECREST from time to time, including those relating to: corporate operations; funding; plant and facilities; safe environment; writings supplied to MEMBER SCHOOL by PINECREST from time to time, including those relating to: corporate operations; funding; plant and facilities; safe environment; curricular programs; extra-curricular programs; instructor credentials; technology opportunities; and school improvement (the “DISTRICT Manuals”). MEMBER SCHOOL acknowledges PINECREST and its affiliates may change or modify DISTRICT Standards and Manuals from time to time, including without limitation, the adoption and use of new or modified Marks or Educational Materials, in order to improve the quality of DISTRICT programs, comply with AdvancED Standards of Quality, or other reasons. MEMBER SCHOOL shall accept and promptly implement any such changes in, or additions to, the DISTRICT Standards as if they were a part of this Agreement as of the date MEMBER SCHOOL receives notice of such change or addition, and shall make such reasonable expenditures as such changes require during the Membership Term. MEMBER SCHOOL and the Charter School shall achieve the strict compliance required by this Section in accordance with the schedule set forth in Exhibit “B”.

2.3 Compliance with DISTRICT Standards; Specific Compliance Requirements. Without limiting the terms of Section 2.2, MEMBER SCHOOL shall, and shall cause the Charter School to, as applicable, during the Membership Term:

- (a) strictly comply with all applicable federal, state and local laws, including all laws relating to the implementation, performance, production, promotion or distribution of any products or services related to the operation of the Charter School, its facilities, and its Educational Programs;
- (b) strictly comply with all applicable federal, state, and local government requirements for operation of a charter school and school facilities, including by way of illustration and not limitation, any requirements for governmental approval, recognition or accreditation;
- (c) use best efforts to promote the Marks and to increase the recognition of the DISTRICT;
- (d) brand and operate the Charter School as a “A PINECREST Academy School” in full compliance with this Agreement;
- (e) comply with all DISTRICT Standards identified by the DISTRICT in District Manuals, including Standards identified in:

[PINECREST Academy Inc. By-Laws, PINECREST Academy Inc. District Strategic Plan, PINECREST Academy Inc. Board Policies and Procedures, PINECREST Academy Inc. Employee Handbook, PINECREST Academy Inc. Academic Policies and Procedures;]
- (f) maintain all insurance and payroll programs required by law, DISTRICT Standards, and this Agreement;
- (g) meet all financial obligations associated with membership in the DISTRICT;

- (h) participate in and cooperate with a multi-day formal school evaluation conducted from time to time by a team designated by the DISTRICT, which will, among other reasons, assess the quality of MEMBER SCHOOL's academic program and its compliance with the requirements of this Agreement and DISTRICT Standards;
- (i) collect and maintain data on the academic achievement level of its students sufficient to allow DISTRICT to evaluate the progress of students and the effectiveness of the Educational Programs at the Charter School (the "**Data**"). The Data shall include, but not be limited to, longitudinal data on the academic achievement level of the Charter School's students using state-mandated criterion-references tests, commercially available standardized tests, and/or other similar assessment tools typically used by DISTRICT. MEMBER SCHOOL shall promptly provide PINECREST with any and all of the Data upon PINECREST's reasonable written request;

for the avoidance of doubt, PINECREST and the DISTRICT may each use the Data, including the historical performance of the Charter School, including revenues, expenses, results of operations, enrollment records and similar financial information and operating information, for any legitimate business or educational purpose, subject to all applicable laws such as the Family Educational Rights and Privacy Act.

- (j) establish procedures for the resolution of disputes with students, parents, teachers and administrators that satisfy DISTRICT Standards; follow applicable established procedures; and, record, timely respond to, and resolve complaints by parents, students, teachers or administrators regarding the Educational Programs and Charter School operations; and, provide DISTRICT, upon reasonable written request, all information and documents relating to complaints subject to review by MEMBER SCHOOL's Board of Directors;
- (k) provide DISTRICT, upon reasonable written request, any other information related to Educational Programs, PINECREST District Program IP, Oversight Programs and Proprietary Materials at the Charter School, including financial information;
- (l) promptly notify DISTRICT of any material changes in its Educational Programs, Oversight Programs, or of any change in its governance structure, including changes in the membership of MEMBER SCHOOL's Board of Directors;
- (m) not discriminate in the conduct and operation of the Charter School against any person on account of marital status, disability, genetic information, race, creed, color, sex, age, national origin or ancestry, or any other legally protected class; and
- (n) provide the DISTRICT, upon written request, the right to participate in the selection of any principal or school leader of the Charter School.

2.4 Compliance with Accreditation Standards. Without limiting the terms of Section 2.2 or Section 2.3, MEMBER SCHOOL shall, and shall cause the Charter School to, comply with all AdvancED accreditation standards, which will likely include, but not be limited to, the following:

Attachment **H**: Pinecrest Affiliation Agreement

- (a) provide no less than six (6) hours of instruction each school day for all students;
- (b) provide a minimum of 180 full days of instruction per school year and provide DISTRICT with the Charter School's calendar of activities and programs;
- (c) comply with all applicable curriculum requirements for graduation/earning credits for a standard and/or advanced diploma, including those promulgated by state law and Idaho Public Charter School Commission;
- (d) comply with all applicable requirements regarding student entrance requirements regarding age, grade placement, and temporary grade placement of students from home school, non-traditional and non-accredited programs, including state law and Idaho Public Charter School Commission;
- (e) provide DISTRICT with a monthly attendance report;
- (f) provide a curriculum that meets and/or exceeds the State statutory requirements and utilize curriculum guides for every subject/grade level that include all required DISTRICT Standards;
- (g) implement DISTRICT's licensed, standards-based curriculum with fidelity;
- (h) participate in all progress monitoring assessments in accordance with DISTRICT, Idaho Public Charter School Commission and the State guidelines;
- (i) participate in all DISTRICT continuous improvement and quality assurance programs;
- (j) maintain a qualified and degreed instructional staff and provide the DISTRICT with a Professional Personnel Report prior to the commencement of each School Year and then within ten days of any addition and deletion to staff;
- (k) participate in all of DISTRICT's teacher and administrator evaluation systems and implement same with fidelity;
- (l) maintain the correct number of faculty and staff members per grade level;
- (m) require all head and full time administrators to participate in DISTRICT's professional development network including, but not limited to, attendance at any and all trainings at MEMBER SCHOOL's sole cost and expense provided by the DISTRICT, including the PINECREST District Administrators' Workshop and Leadership Retreat;
- (n) administer all assessments required by the DISTRICT, Idaho Public Charter School Commission, and the State;
- (o) provide adequate space, buildings, grounds, and facilities to accommodate the curriculum offered and to qualify for accreditation;
- (p) develop and review annually short term and long term goals for facilities;

- (q) submit a school improvement plan annually that is based on the goals and objectives required by federal and state law and complies with the guidelines provided by the DISTRICT by the due date established by law or reasonably established by DISTRICT in consultation with MEMBER SCHOOL. The school improvement plan shall contain measurable objectives for the subsequent school year.
- (r) develop a school technology plan and review annually progress in technology;
- (s) timely provide to DISTRICT all information, data, reports and forms reasonably required by DISTRICT to comply with requirements of law or of accreditation, or otherwise reasonably required by DISTRICT;
- (t) attend all meetings and professional development events conducted by DISTRICT as required by law, by accreditation by DISTRICT Standards, or otherwise reasonably required by DISTRICT, including the DISTRICT Annual Meeting, PINECREST District Administrators' Workshop, Leadership Retreat, DISTRICT meetings, leadership training and workshop programs, and the like; and
- (u) uphold the AdvancED standards for accreditation and Standards of Quality applicable to the DISTRICT and to Charter School.

2.5 Institutional Integrity and Substantive Change. Without limiting the terms of Section 2.2, Section 2.3, or Section 2.4, MEMBER SCHOOL shall, and shall cause the Charter School to, comply with all AdvancED accreditation standards related to Institutional Integrity and Substantive Change. Member School shall represent itself truthfully and accurately in all aspects. Member School shall not make misrepresentations of fact to District or the public, shall not maintain any condition which may be detrimental to stakeholders, such as students, parents, regulators and PINECREST, and shall, at all times, accurately report its compliance with the policies and standards contained herein. Subject to and in accordance with Idaho law, Member School shall provide thirty (30) days advanced written notice to the District prior to the occurrence of any Substantive Change (i.e., any change defined as a Substantive Change in AdvancED accreditation standards and any change that alters or modifies the scope of, and/or has an impact on Member School's ability to meet, the AdvancED Performance Standards and the AdvancED Policies and Procedures for Accreditation and Certification), including but not limited to changes in or caused by the following:

- (a) Governance structure of the Member School, including without limitation, any changes to the corporate structure, change in ownership, articles of incorporation, bylaws, board policies and procedures, governing board composition, the appointment of Directors, the nomination of prospective Directors, and the designation of Officers;
- (b) Members, issuance of new or additional membership interests, or withdrawal of any member;
- (c) Restructuring, consolidating, reorganizing, merging, or closing of Member School within its jurisdiction or with or into any other entity, or of any other entity with or into Member School;

- (d) Dissolution or liquidation of Member School;
- (e) Mission and purpose of Member School;
- (f) Grade levels served by Member School;
- (g) Staffing, including administrative and other non-teaching professional personnel;
- (h) Available facilities, including upkeep and maintenance;
- (i) Level of funding for Member School;
- (j) Schedule for the school day or school year of Member School;
- (k) Location of Member School, including establishment of an additional location geographically apart from the current location of the Member School;
- (l) Student population that causes program or staffing modification(s);
- (m) Available programs, including fine arts, practical arts and student activities;

Member School's failure to comply with institutional integrity or the failure to obtain advanced written consent of District for any Substantive Change shall be considered a breach of this Agreement, and shall constitute good cause for termination.

2.6 PINECREST Obligations. PINECREST shall, and shall cause the DISTRICT as applicable to:

- (a) comply with all applicable federal, state and local laws in connection with matters arising from or related to this Agreement;
- (b) fulfill the DISTRICT'S continuing obligations to maintain AdvancED Standards of Quality and to maintain the DISTRICT accreditation;
- (c) provide MEMBER SCHOOL access to DISTRICT leadership training and workshop programs for MEMBER SCHOOL administrators;
- (d) submit an application to AdvancED for accreditation of Charter School and provide such certifications required by the DISTRICT for accreditation of Charter School;
- (e) provide MEMBER SCHOOL reasonable access to DISTRICT regarding compliance and operations; and
- (f) use good faith efforts to provide the Charter School with direction and assistance in the following areas:
 - (i) on site professional development for school administration as required by DISTRICT Standards or agreed in writing by the parties;

- (ii) on site professional development for school instructional faculty as required by DISTRICT Standards or agreed in writing by the parties;
- (iii) DISTRICT Standards and DISTRICT's best practices regarding classroom management and student assessment;
- (iv) DISTRICT Standards and DISTRICT'S best practices for support and instruction on educational technology;
- (v) support and assistance in attaining school accreditation, and/or inclusion of Charter School in accreditation of DISTRICT;
- (vi) access to DISTRICT conferences, trainings, and consultation services that support Charter School's use and implementation of DISTRICT's standard curriculum and best practices;
- (vii) access to professional development standards and best practices of DISTRICT applicable to MEMBER SCHOOL's governance and Board of Directors; and
- (viii) other areas mutually agreed upon by the parties.

PINECREST will identify to the MEMBER SCHOOL the DISTRICT'S model text books, if any, and will make available to MEMBER SCHOOL Proprietary Materials and Educational Programs for use at the Charter School, subject to the terms and limitations of this Agreement.

If PINECREST determines in its reasonable discretion or otherwise learns that MEMBER SCHOOL has failed to comply with any of its obligations in this Section 2, PINECREST will endeavor (but without any liability for failing to do so) to notify MEMBER SCHOOL of such failure in order to give MEMBER SCHOOL the opportunity to take corrective and/or remedial action; provided, that the provision or lack of provision of such notice shall in no way limit or otherwise impact the termination provisions set forth in Section 6 below. Such notice may include any action that PINECREST deems reasonably necessary or advisable for MEMBER SCHOOL to comply with the provisions of this Agreement, including but not limited to alterations or additions to Educational Programs and restrictions on the MEMBER SCHOOL's use of licensed Marks and Proprietary Materials. Unless otherwise stated, PINECREST's advice or guidance is advisory in nature and shall in no way relieve MEMBER SCHOOL of its obligations under this Section 2. DISTRICT Standards represent PINECREST's best understanding of what is required to satisfy AdvancED accreditation standards, but ultimately accreditation is determined by AdvancED. MEMBER SCHOOL is responsible for complying with Section 2 and AdvancED accreditation standards. MEMBER SCHOOL shall hold PINECREST and its representatives harmless from any liability that results in connection with any advice and guidance given under this Section.

3. RIGHTS TO USE PINECREST DISTRICT PROGRAM IP.

- 3.1 Rights To Use PINECREST District Program IP. As of the Effective Date, and subject to the terms and conditions of this Agreement, as a member of the DISTRICT and for the duration of the Membership Term, MEMBER SCHOOL shall have a limited and non-transferable, non-sublicenseable and non-exclusive right and license to use, reproduce, and display the PINECREST District Program IP solely in connection with its operation of the Charter School as a member of the DISTRICT and solely in the territory comprised of Nez Perce County, State of Idaho ("Territory").

- 3.2 Form of Use. MEMBER SCHOOL shall, and shall cause the Charter School to only, use the Marks and other PINECREST District Program IP in a manner consistent with good trademark and copyright practice and with all appropriate legends and notices (including use of ®, ™ and ©, as may be directed from time to time by PINECREST. In no event shall MEMBER SCHOOL or the Charter School remove any legends or intellectual property rights notices from any PINECREST District Program IP or any other materials provided or made available to MEMBER SCHOOL or the Charter School in connection with this Agreement.
- 3.3 No Other Rights to PINECREST District Program IP. The rights granted herein are not intended to be (and shall not be construed as) an assignment, and nothing herein or otherwise confers on MEMBER SCHOOL any right, title or interest in the Marks, Proprietary Materials or any other PINECREST District Program IP, other than the limited rights of usage in the Territory and in accordance with this Agreement. As between the parties, other than the limited rights to use the Marks, Proprietary Materials and other applicable PINECREST District Program IP provided above, PINECREST reserves all right, title, and interest in and to the Marks, Proprietary Materials and other applicable PINECREST District Program IP.
- 3.4 Cooperation. MEMBER SCHOOL shall, and shall cause the Charter School to, reasonably cooperate with PINECREST with respect to the perfection, enforcement or acquisition of PINECREST's rights, titles and interests in the Marks, Proprietary Materials or any other applicable PINECREST District Program IP, including any developments contemplated in Section 4 below, and shall use its best efforts to protect the Marks, Proprietary Materials and other applicable PINECREST District Program IP, and to report promptly to PINECREST any infringement or claims of infringement of any of the Marks, Proprietary Materials or other PINECREST District Program IP of which it has become aware.
- 3.5 Inurement; No Sublicense. All use of the licensed Marks, Proprietary Materials and other PINECREST District Program IP shall, as between the parties, inure solely to the benefit of, and on behalf of, PINECREST. MEMBER SCHOOL shall not use or apply to register any trademark that incorporates, includes, is a derivative of, or would tend to dilute any Mark, except as expressly authorized herein. MEMBER SCHOOL shall not transfer, sublicense or permit any third party the right to use any of the licensed Marks, Proprietary Materials or any other PINECREST District Program IP, in whole or in part, without the prior written approval of PINECREST. MEMBER SCHOOL agrees that it shall not apply for registration of any of the licensed Marks or any other PINECREST District Program IP or for any trademark, name, logo or other designation that PINECREST believes, in good faith, to be confusingly similar to or to dilute the distinctiveness of the licensed Marks, except as otherwise expressly agreed to by the parties.
- 3.6 Importance of Protecting Goodwill and Reputation. MEMBER SCHOOL acknowledges the importance to PINECREST of its reputation and goodwill and of maintaining high, uniform standards of quality in the products and services provided in connection with the Marks. MEMBER SCHOOL therefore agrees not to use, or permit the Charter School to use, the Marks or any such other PINECREST District Program IP, as applicable, in any manner whatsoever which directly or indirectly will derogate or detract from such reputation, nor use the Marks or any other PINECREST District Program IP or otherwise conduct operations of the Charter School or its own governance matters in a manner that is disparaging to or that could otherwise harm the goodwill associated with PINECREST, its affiliates, the DISTRICT, the Marks or any other PINECREST District Program IP, or

in any manner that suggests or implies a relationship between the parties other than the relationship that is set forth in this Agreement and any other agreements between the parties.

- 3.7 Approval of Branded Items. MEMBER SCHOOL shall, at MEMBER SCHOOL's sole cost and expense, provide, and cause the Charter School to provide, PINECREST with samples, copies or pictures of any and all goods, packaging, documentations, manuals, advertising, marketing or other materials that bear any of the Marks or that MEMBER SCHOOL intends to use or distribute in connection with the Marks or any other PINECREST District Program IP. MEMBER SCHOOL agrees that the quality of any goods and services with which it uses the Marks shall be comparable to the quality of goods and services with which the DISTRICT uses the Marks. Prior to the use of the Marks or any other PINECREST District Program IP in any advertisement, marketing, goods, packaging and the like, MEMBER SCHOOL shall obtain written approval from PINECREST. Any subsequent alteration, modification, or change in any use following such approval must be reviewed and approved by PINECREST prior to implementation of such alteration, modification, or change. PINECREST retains the right to reasonably specify, from time to time, the format in which MEMBER SCHOOL shall use and display the Marks, and MEMBER SCHOOL shall only use or display the Marks in a format approved (and not subsequently disapproved) by PINECREST.
- 3.8 Prominent Disclosure of Member of DISTRICT. On all of its correspondence, documents, signage, clothing, displays and marketing or advertising materials of any kind in connection with the Charter School and/or the Marks, MEMBER SCHOOL shall prominently identify itself as "A PINECREST Academy School", or as otherwise expressly agreed upon in writing by the parties.
- 3.9 No Impairment of Goodwill or PINECREST District Program IP. MEMBER SCHOOL shall not at any time during or after the Membership Term, do, or cause to be done, or omit to do any act or thing, the doing or omission of which would challenge, contest, impair, invalidate, or tend to impair or invalidate any of PINECREST's or its affiliates' ownership or other rights, title or interest in the Marks, Proprietary Materials and any other applicable PINECREST District Program IP or goodwill, or any registrations, accreditations or recognitions of the like, derived from such rights. SACS CASI accreditation specifically shall not be affected in any way due to MEMBER SCHOOL's misuse or violation of requirements or guidelines set forth by SACS CASI or this Agreement.
- 3.10 No Limitation of Rights and Remedies. MEMBER SCHOOL acknowledges and agrees that PINECREST has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to PINECREST, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with MEMBER SCHOOL's breach of this Agreement, misuse of the Marks or any other applicable PINECREST District Program IP, or any other use of the Marks or any other applicable PINECREST District Program IP by MEMBER SCHOOL or the Charter School which is not expressly permitted by this Agreement.

4. **DEVELOPMENTS.**

For the avoidance of doubt, all ideas, concepts, techniques or materials concerning the operation of the Charter School as a member of the DISTRICT, whether or not protectable intellectual property and whether created by or for MEMBER SCHOOL, must be promptly disclosed to PINECREST and will be deemed

the sole and exclusive property of PINECREST and works made-for-hire for PINECREST, and no compensation will be due to MEMBER SCHOOL or its personnel therefore, and MEMBER SCHOOL hereby assigns to PINECREST all right, title and interest in any intellectual property so developed. PINECREST may incorporate such items into its DISTRICT membership program for other DISTRICT schools to utilize. To the extent any item does not qualify as a “work made-for-hire” for PINECREST, MEMBER SCHOOL hereby assigns ownership of that item, and all related rights to that item, to PINECREST and shall sign, or cause the assignment of, any assignment or other document as PINECREST requests to assist PINECREST in obtaining or preserving intellectual property rights in the item. MEMBER SCHOOL also waives any author’s or moral rights in and to such items, and shall ensure its personnel do the same. PINECREST agrees to disclose to MEMBER SCHOOL concepts and developments of other member schools that are made part of the DISTRICT membership program. As PINECREST may reasonably request, MEMBER SCHOOL shall take all actions to assist PINECREST’s efforts to obtain or maintain intellectual property rights in any item or process related to the DISTRICT membership program, whether developed by MEMBER SCHOOL or not.

5. **ANNUAL DISTRICT MEMBERSHIP FEE.**

- 5.1 **Annual Fee.** MEMBER SCHOOL shall pay an annual membership fee (subject to the Affiliation Services Budget set forth in Section 5.2) equal to 1% of the guaranteed basic support payment per pupil funding that MEMBER SCHOOL receives for the Charter School for each such School Year (the “***Annual Fee***”). There will be no other additional membership fees due from MEMBER SCHOOL under this Agreement. Along with each payment of the Annual Fee, MEMBER SCHOOL shall provide PINECREST supporting documentation with respect to determination of the Annual Fee, the Affiliation Services Budget, and any other document reasonably requested by PINECREST.
- 5.2 **Credit Against Annual Fee.** Notwithstanding the foregoing, MEMBER SCHOOL shall have the right to offset against its Annual Fee, up to one-half (1/2) of the Annual Fee for each School Year during the Membership Term, for amounts actually paid for costs associated with activities, conferences, trainings and events described in Sections 2.4(m) and (t) (the “Affiliation Services”). MEMBER SCHOOL shall prepare a budget of all proposed Affiliation Services costs and expenses for which the fee shall be used (the “Affiliation Services Budget”) and submit it to PINECREST on or before June 1st of each year. PINECREST shall have the right to review and approve the proposed Affiliation Services Budget, and shall respond to the proposed budget by July 1st of each year.
- 5.3 **Annual Fee Due Date.** The remainder of the Annual Fee, which shall be equal to at least one-half (1/2) of the Annual Fee plus all funds not expended by MEMBER SCHOOL under the approved Affiliation Services Budget, shall be due and payable for each applicable School Year within 30 days of the close of MEMBER SCHOOL’s fiscal year.
- 5.4 **Interest on Non-Payment.** If MEMBER SCHOOL fails to timely pay any part of the Annual Fee, PINECREST may, in its sole discretion and upon written notice, assess interest on the unpaid amounts owed at the rate of 6% per annum or the maximum permitted under applicable law, if less. Notwithstanding any designation by MEMBER SCHOOL, PINECREST has the right to apply any payments by MEMBER SCHOOL to any past due indebtedness of MEMBER SCHOOL and accrued interest thereon.

6. **DURATION AND TERMINATION.**

- 6.1 **Initial Term.** Subject to the termination provisions set forth in this Agreement and in accordance with applicable Idaho statute and regulation, at the this Agreement shall commence upon the Effective Date and shall remain effective through the second (2nd) **full** School Year under this Agreement (the “***Initial Term***”).
- 6.2 **Renewal Term.** Upon the expiration of the Initial Term, subject to the termination provisions set forth in this Agreement and in accordance with applicable Idaho statute and regulation, this Agreement shall then automatically renew annually for succeeding terms that will run concurrently with the MEMBER SCHOOL’s charter contract thereafter (each, a “***Renewal Term***”), unless either party delivers written notice to the other party of its intention not to renew or continue this Agreement at least one hundred twenty (120) days prior to the expiration of the then-current term. The term of this Agreement, as extended or otherwise renewed, shall be referred to as the “***Membership Term***.”
- 6.3 **Termination Upon Loss of Charter.** This Agreement shall terminate automatically upon the expiration or termination of the charter contract for the Charter School.
- 6.4 **MEMBER SCHOOL Termination for Cause.** During the Initial Term or any Renewal Term, MEMBER SCHOOL shall have the right to terminate this Agreement, upon a material breach of this Agreement by PINECREST which is not cured within thirty (30) days of written notice from MEMBER SCHOOL to PINECREST of the breach; provided, that if the breach cannot reasonably be cured within such 30-day period of written notice, such cure period shall be reasonably extended up to one hundred twenty (120) days as long as PINECREST continuously and diligently prosecutes such cure.
- 6.5 **PINECREST Termination for Cause.** In addition to PINECREST’S other rights of termination set forth in this Agreement, during the Initial Term or any Renewal Term, PINECREST shall have the right to terminate this Agreement immediately, upon written notice and without an opportunity to cure, unless otherwise provided, as follows:
- (a) MEMBER SCHOOL commits a material breach of this Agreement; fails to comply with any DISTRICT Standard, including failing to meet accreditation standards for Charter School, failing or substandard educational or financial performance, breach of the charter contract, or otherwise improperly uses any of the Marks or any other PINECREST District Program IP, in each case that (i) would reasonably be expected to either adversely affect the validity or protectability of such Marks or any such other PINECREST District Program IP, as applicable, or (ii) would reasonably be expected to impair the goodwill associated with any of the Marks or any such other PINECREST District Program IP, as applicable;
 - (b) MEMBER SCHOOL discloses, duplicates or otherwise uses in an unauthorized manner any material portion of the PINECREST District Program IP or any other information provided by PINECREST or otherwise made available to MEMBER SCHOOL as a member of the DISTRICT;
 - (c) MEMBER SCHOOL attempts to assign, sub-license, transfer or otherwise convey, without first obtaining PINECREST’s written consent, any of the rights granted to MEMBER SCHOOL by or in connection with this Agreement;

- (d) Without limiting PINECREST's rights to termination immediately for the reasons described in Section 6.6(a) above, MEMBER SCHOOL continues without cure after twenty-four (24) hours of learning of any material breach of any health or safety law, ordinance or regulation, or operates the Charter School in a manner that presents a health or safety hazard to students, faculty or other persons or administrators; or
- (e) Without limiting PINECREST's rights to termination immediately for the reasons described in Section 6.6(a) above, MEMBER SCHOOL fails to comply with any other applicable federal, state or local law, ordinance or other regulation promulgated by any applicable municipal, state, federal or other governmental authority within ten (10) days after learning of such noncompliance;
- (f) MEMBER SCHOOL submits any materially false statement to PINECREST, DISTRICT, AdvancED or any government regulator regarding MEMBER SCHOOL's obligations under this Agreement or otherwise in connection with the Charter School's operations or participation in the DISTRICT; or
- (g) MEMBER SCHOOL winds up, sells, consolidates or merges its operations or otherwise ceases to conduct operations of the Charter School as A PINECREST Academy School.

6.6 Effect of Termination. Upon termination of this Agreement for any reason:

- (a) MEMBER SCHOOL's rights to use the Marks and any other PINECREST District Program IP will terminate immediately, and MEMBER SCHOOL shall immediately cease and desist from all use of the Marks and PINECREST District Program IP in connection with the operations of the Charter School or otherwise;
- (b) MEMBER SCHOOL shall immediately de-identify itself as a member of the DISTRICT, including, without limitation, removing all applicable signage and other identifying symbols from the Charter School, its curriculum and other Educational Materials, unless expressly agreed to in writing by PINECREST, immediately changing MEMBER SCHOOL's corporate name to a name that does not include any of the Marks, or any portion of the Marks;
- (c) MEMBER SCHOOL, at its own cost and expense, shall immediately transfer to PINECREST ownership of any registered names including or having a connection to PINECREST or the licensed Marks;
- (d) MEMBER SCHOOL shall immediately (and in no event later than twenty four (24) hours after expiration or termination of the Membership Term), return to PINECREST or destroy (as certified by MEMBER SCHOOL), at PINECREST's direction, all Confidential Information including (all of which is acknowledged by MEMBER SCHOOL to be PINECREST's property);
- (e) MEMBERS SCHOOL shall pay all sums owing to PINECREST within five (5) days after the effective date of termination or expiration of this Agreement, or any later date that the unpaid amounts due to PINECREST are determined. In the event of termination of the Membership Term for any default of MEMBER SCHOOL, such sums shall include, but not be limited to, all damages, costs and expenses,

including reasonable attorneys' fees with respect to litigation and other proceedings, unpaid Annual Fees, and any other amounts due to PINECREST; and

- (f) each party shall comply with all other applicable provisions of this Agreement which expressly or by their nature survive the expiration or termination of the Membership Term, each of which shall continue in full force and effect subsequent to and notwithstanding its expiration or termination of the Membership Term and until they are satisfied in full or by their nature expire.

6.7 **RESERVED.**

- 6.8 **Force Majeure.** Neither party shall be considered in default of this Agreement, if its performance of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.

- 6.9 **Accrual of Fees.** If PINECREST terminates this Agreement during a School Year other than for convenience, PINECREST shall have a right to collect and retain the entire Annual Fee for such School Year without otherwise limiting any other claim for damages. If PINECREST terminates this Agreement during a School Year for convenience or if MEMBER SCHOOL terminates this Agreement for cause during a school year, the Annual Fee shall be prorated for the part of the year the Agreement was in effect without otherwise limiting either party's other claims for damages.

7. **RECORDS AND REPORTING OBLIGATIONS.**

- 7.1 **Maintenance of Records.** During the Membership Term, MEMBER SCHOOL shall maintain full, complete, and accurate books, records, and accounts in accordance with reasonable standards required by PINECREST, including DISTRICT Standards. MEMBER SCHOOL shall make such books, records and accounts available to PINECREST for auditing purposes as described in Section 7.2 below. MEMBER SCHOOL shall retain during the Membership Term, and for seven (7) years thereafter (unless otherwise required by applicable law), all books and records related to the Charter School including, without limitation, enrollment records, purchase orders, invoices and cash receipts and disbursement journals, general ledgers, and any other records designated by PINECREST or required by law.

- 7.2 **Audit Rights.** At any time during the Membership Term and for a period of two (2) years thereafter, PINECREST or its designated representatives will have the right to examine and audit MEMBER SCHOOL's records and/or its facilities, operations, and Educational Programs (including the right to visit, monitor and ensure the Charter School is complying with all DISTRICT Standards, policies and procedures during the Membership Term), upon not less than five (5) business days' prior notice and during MEMBER SCHOOL's normal business hours (except in the event of an emergency in which case no advanced notice shall be required and such examination may be performed at any reasonable time), with respect to any and all matters that relate to (a) determination of any of PINECREST payments under this Agreement or (b) MEMBER SCHOOL's compliance with its obligations under this Agreement. The foregoing shall include the right for PINECREST or its designated representatives to perform operational audits and inspections of the

Charter School. If the audit or any other inspection should reveal that any payments to PINECREST have been underpaid, then MEMBER SCHOOL shall immediately pay to PINECREST the amount of the underpayment plus interest from the date such amount was due until paid at the rate of six percent (6%) per annum (or the highest rate allowed by the law if lower). The foregoing remedies shall be in addition to any other remedies PINECREST may have.

- 7.3 Guidance. In addition, PINECREST and its representatives may, in addition, from time to time, be available to render advice, discuss problems, and offer general guidance and suggestions to MEMBER SCHOOL by telephone, e-mail, facsimile, newsletters and other methods (including as part of an operational audit) with respect to planning and operating the Charter School. PINECREST's advice or guidance is generally based upon the experience of PINECREST and its affiliates in operating charter schools and MEMBER SCHOOL shall hold PINECREST and its representatives harmless from any liability that results in connection with any such advice and guidance.

8. ASSIGNMENT.

This Agreement may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party.

9. WARRANTIES.

Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and its status is "active" under the laws of the state of its incorporation and has all power and authority to make this Agreement and to carry on its business as it is now being conducted and as it is presently proposed to be conducted; (ii) that the person(s) signing this Agreement on behalf of the party has the full power and authority to execute this Agreement; (iii) it has been represented by counsel in connection with the negotiation and execution of this Agreement and is satisfied with the representation; (iv) it is not in violation of any law, ordinance, or governmental rule or regulation to which it is subject and has not failed to obtain any license, permit, or other governmental authorization presently obtainable and necessary to the full performance of this Agreement; and (v) its execution of this Agreement and its performance of its obligations under this Agreement will not result in (A) the breach of any term or condition of, or constitute a default under, any term or condition of any contract, agreement, arrangement, or other commitment to which it is a party or by which it is bound (including any agreement not to compete and its organizational documents), or constitute an event which, with notice, lapse of time or both, would result in such a breach or event of default nor (B) to its knowledge, result in the violation by it of any applicable statute, rule, regulation, ordinance, code, judgment, order, injunction or decree. NEITHER PARTY MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTY TO THE OTHER PARTY EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MEMBER SCHOOL ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES, WARRANTIES CONDITIONS, OR ESTIMATES OF ANY KIND REGARDING FINANCING, PROFITS, PERFORMANCE, COSTS, OR EXPENSES OF CHARTER SCHOOLS GENERALLY OR OF ANY SPECIFIC CHARTER SCHOOL WERE MADE BY OR ON BEHALF OF PINECREST, WHICH HAVE LED MEMBER SCHOOL TO ENTER INTO THIS AGREEMENT. MEMBER SCHOOL UNDERSTANDS THAT WHETHER THE CHARTER SCHOOL SUCCEEDS IS DEPENDENT ON MULTIPLE FACTORS BEYOND PINECREST'S CONTROL OR INFLUENCE.

10. GOVERNING LAW AND VENUE.

This Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida without regard to conflicts of laws principles. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of the parties hereunder shall be brought only before a federal or state court of competent jurisdiction located within Miami-Dade County, Florida.

11. SEVERABILITY AND ENFORCEABILITY.

The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

12. INDEMNIFICATION AND INSURANCE.

12.1 PINECREST Indemnity. PINECREST shall indemnify and hold harmless MEMBER SCHOOL and its directors, officers, employees, and agents from and against any and all third party claims, suits, actions, costs, damages, and liabilities or causes of action, including reasonable attorney's fees, arising out of PINECREST's breach of its obligations under this Agreement.

12.2 MEMBER SCHOOL Indemnity. In addition to any other obligations under this Agreement to indemnify and hold PINECREST harmless, MEMBER SCHOOL agrees to indemnify and hold harmless PINECREST and DISTRICT their respective members, directors, officers, employees, and agents, from and against any and all claims, suits, actions, costs, damages, and liabilities or causes of action, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence of MEMBER SCHOOL the Charter School or any of their officers, directors, employees, contractors, subcontractors, or other agents in connection with or arising out of the Educational Programs, the use of the Marks, and any conduct contemplated by this Agreement; (b) disciplinary action or the termination of any employee of MEMBER SCHOOL or the Charter School; (c) any debt of MEMBER SCHOOL or the Charter School; (d) breach of this Agreement or violation of any law by MEMBER SCHOOL; and (e) personal injury, property damage, or violations of civil rights caused by or arising from the actions of MEMBER SCHOOL, the Charter School or their respective directors, officers, employees, contractors or agents; provided, that, in no event shall PINECREST be entitled to any indemnification to the extent any such claim is the subject of an indemnifiable claim under Section 12.1 or was otherwise due to the negligence or willful misconduct of PINECREST and DISTRICT their respective members, directors, officers, employees, and agents.

12.3 Procedures. Each party shall notify the other party of the existence of any third party claim, demand or other action that could give rise to a claim for indemnification under this Section (a "third-party claim") and shall give the other party a reasonable opportunity to defend the same at its own expense and with its own counsel, and the other party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the other party shall fail to undertake to defend, the party giving notice of the third party claim shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account and at the risk and expense of the other party, which the other party agrees to assume. The parties shall make available to

each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

- 12.4 Survival. The indemnity obligations in this Section 12 and otherwise stated in this Agreement shall survive the expiration or termination of this Agreement.
- 12.5 Insurance. MEMBER SCHOOL shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance required by the charter for the Charter School, the accreditation requirements for the Charter School and DISTRICT, and as otherwise required by law, including but not limited to Commercial and General Liability Insurance, Automobile Liability Insurance, Workers Compensation and Employer's Liability Insurance, School Leader's Errors and Omissions Liability Insurance, Property Insurance, and other insurance reasonably required by DISTRICT (but no less than \$1 million per occurrence and \$5 million in total coverage). Each insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or the insurer must be approved in writing by PINECREST. PINECREST and DISTRICT must be listed as additional insureds for all policies and must be given thirty (30) days written notice prior to the termination of any policy. The insurance shall commence prior to the commencement of the development and opening of the Charter School or operations as a PINECREST Academy School, and shall be maintained in force, without interruption, until this Agreement is terminated, for a period of two (2) years thereafter.
- 12.6 Exclusion of Consequential and Other Indirect Damages. To the fullest extent permitted by applicable law, neither party shall be liable for any consequential, incidental, indirect, exemplary, and special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION WILL NOT APPLY TO A MISUSE OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR ANY WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR CRIMINAL ACTS.

13. **CONFIDENTIALITY**.

MEMBER SCHOOL acknowledges that PINECREST will disclose or otherwise make available certain Confidential Information during the Membership Term, in connection with training, provision of educational guides and materials, as a result of guidance furnished to MEMBER SCHOOL and for other reasons as result of the Charter School's membership in the DISTRICT. MEMBER SCHOOL shall not acquire any interest in any such Confidential Information, other than the right to utilize it in the operation of the Charter School. MEMBER SCHOOL acknowledges that the use or duplication of the Confidential Information for any other purpose, or the unauthorized disclosure of any such Confidential Information, would constitute an unfair method of competition and would cause irreparable harm to PINECREST, its affiliates and the DISTRICT, and therefore MEMBER SCHOOL shall: (a) hold all such Confidential Information in strict confidence; (b) take all steps necessary or appropriate to protect the confidentiality of the Confidential Information and to assure compliance with this Agreement by its Permitted Representatives (as defined below); (c) use such Confidential Information for the sole purpose of operating the Charter School in accordance with the terms and conditions of this Agreement; (d) restrict disclosure of such Confidential Information to those of its officers, directors, employees, professional advisors, agents and representatives (each a "***Permitted Representative***") with a need to know such information in accordance with the terms and conditions of this Agreement, and in each advise each such person of

MEMBER SCHOOL'S confidentiality obligations herein and ensure that each such person is equally bound by confidentiality obligations no less stringent than those provided herein; and (e) not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information.

If MEMBER SCHOOL or any of its Permitted Representatives is required to disclose Confidential Information pursuant to judicial order or other compulsion of law, MEMBER SCHOOL will provide to PINECREST prompt notice of such order, cooperate with PINECREST to maintain the confidentiality of the Confidential Information, and comply with any protective order imposed on disclosure of the Confidential Information.

In the event MEMBER SCHOOL discloses any confidential or proprietary type information of MEMBER SCHOOL to PINECREST and which is identified as "CONFIDENTIAL", PINECREST agrees to exercise at least the same degree of care to avoid the publication or dissemination of such confidential or proprietary type information as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated, but in no case less than reasonable care. PINECREST agrees not to use any such confidential or proprietary type information except in the furtherance of this Agreement or the performance of its obligations hereunder. For the avoidance of doubt, nothing in this paragraph shall require PINECREST or any of its officers, directors, employees, professional advisors, agents, and representatives to maintain the confidentiality of its Confidential Information or any information that is deemed to belong to PINECREST pursuant to this Agreement.

14. RELATIONSHIP: THIRD PARTIES.

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

15. ATTORNEYS' FEES AND COSTS.

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

16. ENTIRE AGREEMENT: AMENDMENTS.

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

17. WAIVERS.

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

Attachment **H**: Pinecrest Affiliation Agreement

18. NOTICE.

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

If to PINECREST: The PINECREST Academy, Inc.
Attn: President/Chairperson
2450 NW 97th Ave.
MIAMI, FL 33172

With a copy to: Charles A. Gibson, Esq.
(which shall not constitute 3634 Grand Ave.
notice to PINECREST) Miami, FL 33133-4953

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

With a copy to: Pinecrest Academy of Lewiston
c/o Academica Idaho
6630 Surrey St.
Las Vegas, NV 89119

or to such other address, and to the attention of such other persons or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered, and if sent by facsimile, shall be deemed given on the first business day immediately following transmittal.

19. EQUITABLE RELIEF.

Each party acknowledges that an actual or threatened violation of the covenants contained in Section 13 of this Agreement, as they related to both parties, or Section 2, 3 and 4, as they related to MEMBER SCHOOL and the Charter School, may cause the other party immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, in the event of such actual or threatened violation, the non-breaching party shall be entitled, as a matter of right, to seek an injunction or other equitable relief, including specific performance, from any court of competent jurisdiction restraining any further violation without any requirement to show any actual damage, irreparable harm or establish a balance of convenience, or to post any bond or other security. Such right to equitable relief shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that the non-breaching party may have at law or in equity.

20. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. Confirmation of execution by electronic transmission of a facsimile or .pdf signature page will be binding upon any party so confirming.

21. **ARTICLES AND OTHER HEADINGS: WAIVER OF JURY TRIAL.**

The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

By: _____
President
PINECREST, Inc.

By: _____
Chair
Pinecrest Academy of Lewiston, Inc.

WITNESSED:

WITNESSED:

By: _____
(Print): _____

By: _____
(Print): _____

By: _____
(Print): _____

By: _____
(Print): _____



Petition Evaluation Report Pinecrest Academy of Lewiston September 30th, 2022

Idaho Public Charter School Commission

514 W. Jefferson St. Suite 303

Boise, Idaho 83702

Phone: (208)332-1561

pcsc@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

September 30th, 2022

Petition Review Summary

Pinecrest Academy of Lewiston (PAL) proposes to open a K-8 college and career readiness model school in Lewiston. The school anticipates enrolling 300 students in grades K-5 during the first year of operations, and expand to 510 students in grades K-8 by year five. The proposed model has produced positive academic results in other states with similar demographics.

PAL intends to partner with an Educational Management Organization (EMO), Academica, for back-office services, such as finance, reporting, and HR. The school will also partner with and become an affiliate of the Pinecrest Academy network of schools (e.g., Nevada, Florida, Idaho, etc.), a services provider related to Academica, for curriculum and instruction support, professional development, and marketing. The details of these arrangements are included in draft contracts in the Appendices.

The school has identified a facility for the first year or two of operations, after which it will attempt to move to a newly constructed facility.

The petition does not meet the following Standards of Quality: Section II.1.B; II.1.C; II.4.A; V.3.C.

Summary of Section Ratings

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

Section I: Educational Program

MEETS STANDARD

Comments

The petition proposes a STEAM model with a college and career readiness focus. Selected curriculum includes Everyday Math, i-Ready, SpringBoard, and Houghton Mifflin ScienceFusion, among others, and also incorporates additional supplemental materials. The petition includes data evidencing the high performance of this model in similar schools, including a Pinecrest of Idaho, Twin Falls which opened in 2020.

It seems likely this school can produce academic outcomes that meet IPCSC standards in the Performance Framework.

Strengths:

- The proposed educational program uses established curricula and support materials that fit the model.
- Although Idaho performance data was not included in this petition, Idaho schools associated with Academics performed strongly in academic measures.
- The “Data day” practice of focusing professional learning communities on student data analysis that PAL intends to implement regularly throughout the year is a recognized best practice.

Concerns:

- The comparison group data used throughout the petition presents K-8 in some places and K-12 in others. Please use K-8 data for the Lewiston Independent School District consistently throughout the petition.
- The data presented on page 62 shows growth comparative to Nevada schools. Please clarify how Nevada data relates to Idaho schools and address why petitioners chose to exclude relevant Idaho data
- The program is noted as both STEAM and college and career readiness, somewhat inconsistently. Please clarify.

Section II: Financial and Facilities Plan

DOES NOT MEET STANDARD

Comments

The petition plans to pursue an existing facility in Lewiston for the first two years of operations, and build a new facility at some point in the first performance certificate term. The proposed EMO will provide back office services, including accounting and payroll, and will assist the school with securing facility financing.

While the narrative is straight forward, overall the petition lacks sufficient documentation for anticipated financial assistance, leases, and loans, and the budget reflects significant mathematical errors and omissions.

Strengths:

- Marketing costs of \$10,000 (pages 84 and 85) are itemized and reasonable for start-up operations.
- A purchase requisition system is proposed that will allow for accurate accounting of funds (page 67).
- Support units (revenues) are easy to understand and appear to be accurately calculated (page 83).
- A clear and comprehensive fee schedule for Academica's professional management services is provided on page 66.

Concerns:

General Concerns

- The enrollment capacity chart on page 82 does not match the budget template. The budget assumes revenue for a different number of students than the petition is requesting.
- The expenditures listed on the "Other Contract Services" line of the budget (Section 2 of the Budget Template) do not align with the Academica fee

schedule, resulting in expenditures of several hundred thousand dollars less than the actual costs. Please reconcile.

- Inaccurate calculations are present in several other sections of the budget, all of which result in a budget reflecting less than the actual proposed cost. Please provide an updated budget with accurate calculations.
- Page 67 notes the presence of a purchasing agent, please clarify the role of this position and the relation to the governing board.
- Academica is compensated based upon the number of students enrolled (page 66), while also providing reporting services (page 97). This appears to be a conflict of interest. Please explain which reports Academica is responsible to provide to the State, and which reports are provided by a direct employee of the governing board.

Pre-operational finances

- The petition notes a pre-existing relationship with Vectra Bank (page 59), which will allow the school to lease furniture, fixtures and equipment the first year of operations, to be paid back over a 48-month period. Please provide documentation of the terms of the lease agreement.
- An optional pre-operational loan (page 66) of \$25,000 for start-up costs with an interest rate of 5% over 36 months is referenced in the narrative but is neither accounted for in the budget nor sufficiently documented. Please provide a sample draft of the loan terms and indicate loan payments in the budget.
- No pre-operational cost is documented in the budget. Please document the financial responsibility for pre-operational costs.

Operational Budget

- The operational budget (page 113) states that “little to no fee will be charged until financially stable.” Please provide documentation of this, as it is not stated/defined in the sample contract.
- All costs incurred by the school must be accounted for by revenue received in the year they are accrued. The budget assumes that approximately \$150,000 will be forgiven by Academica in the first three years of operations. This would put the school in a financially perilous situation should the costs not be waived by Academica. This practice would put the school in danger of not meeting the Debt Service Coverage Ratio and Default sections of the

Financial Measures of the ISPCS Performance Framework, thereby jeopardizing contract renewal.

- Please provide an explanation for the “Dues and Fees” accounted for on page 160 of the budget.
- Transportation calculations on pages 63 and 115 are in conflict. Please reconcile.

Facility Options

- The petition only provides one facility option. A complete petition requires two facility options. Please reconcile.
- Facility option A does not appear to have any associated remodeling costs. Please clarify whether this is true, or if any potential remodeling or construction costs are expected, and which party will be responsible for these costs.
- The Financial and Facility Plan section of the petition does not meet standard due to lack of clarity in both the lease arrangements of an existing facility and the intended construction of a new facility.
- Please provide more information on your facility lease cost assumptions.

Section III: Board Capacity and Governance Structure

MEETS STANDARD

Comments

The board of directors is comprised of five members, with backgrounds in education, law, business, state legislature and ministry. The board will serve staggered, five-year terms, and no board member may serve more than two terms.

The petition states that the Pinecrest network was responsible for assembling the “Committee to Form” out of a desire to expand the network in Idaho (page 94).

Strengths:

- The board has directors with varied experiences that will help inform decisions in different situations the board may encounter.
- The majority of board members live in and are contributing members to the local community.
- The governing board appears to maintain effective control of operations (page 96).

Concerns:

- Articles II.2, III.3, and IV.3 of the Conflict of Interest Policy and Code of Ethics (pages 136-138) appear to be in conflict with Idaho Code – 33-5204A(2). While traditional school district trustees may have a financial interest if it is properly disclosed, charter school board directors are prohibited from having any financial interest. Please update this document to comply with all applicable Idaho Code.
- Please exclude home addresses and personal phone numbers from board resumes as they cannot be redacted from the public record if they are included in the final submission.
- The Bylaws (page 127) appear to include a home address for the school. Please clarify who this address belongs to, and the relationship of that person to the school. Please also consider whether this address should be part of public record.

Section IV: Student Demand and Primary Attendance Area

MEETS STANDARD

Comments

The petition proposes an enrollment of 300 students the first year, increasing to a maximum enrollment of 510 students in year five of operations.

This petition proposes the first charter school in the Lewiston community. Lewiston Independent School District had a full-term Average Daily Attendance of 4684 students for the 2021-2022 school year. This provides a yield rate of 6% for the first year, and moves up to 10% in year five. The average yield rate for Idaho communities with charter schools is 11.64%.

Strengths:

- There appears to be a sufficient number of available students in the area to meet both short- and long-term enrollment goals (page 79).

Concerns:

- The Student Demand section does not provide any direct evidence of student interest (e.g., interest survey, etc.).
- The start-up marketing plan does not begin until December 2022 (page 84) for a lottery that would occur only a few months later. It may be difficult to meet enrollment goals with such a short amount of marketing time. Please reconcile.

Section V: School Leadership and Management

DOES NOT MEET STANDARD

Comments

The school intends to partner with Academica, an Educational Management Organization (EMO), to provide full-service back-office services. The petition states that the board will conduct a competitive bid for EMO services after charter approval to ensure the school is compliant with Idaho's purchasing and procurement laws. The school leader is a direct employee of and reports directly to the governing board. The school leader oversees all day-to-day operations of the school.

Strengths:

- The payroll company is a third-party vendor not connected to the proposed EMO, but selected by the EMO (page 96).
- The petition provides a serviceable rubric for evaluating the EMO.
- The termination clause (page 176) in the sample contract appears to protect both parties equally.

Concerns:

- The EMO will help the school identify and retain an "employee leasing company" (page 154). Please clarify what this service is and how the school will use it.
- Please clarify whether a candidate for a school leader at this site is identified. If so, please include information for that candidate in the petition.
- Section 23 (Reimbursement of Costs, page 177) of the EMO contract does not appear to be accounted for in the budget, nor does it appear to have any limitations or board pre-approval. Please reconcile.
- Section 24 of the EMO contract (page 178) puts the school in a position to not meet IPCSC financial standards which would jeopardize the school's contract renewal. A contract with a school must protect the interests of Idaho taxpayers and should not allow for open-ended accrual of deferred debt. Please reconcile.
- Please provide the two most recently executed contracts for Academica, as this is a requirement of a complete petition.

Section VI: Virtual Schools

NOT APPLICABLE

Comments

This section is not applicable, as the school does not offer a virtual program.

VI. CONSIDERATION OF NEW CHARTER SCHOOL PETITIONS

SUBJECT

New Charter School Petition Motion Mastery Sports Academy (M2)

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-5205

IDAPA 08.02.04

BACKGROUND

As a state of Idaho “Authorized Chartering Entity”, The IPCSC may approve, conditionally approve, or deny new charter school petitions. Petitions are evaluated as defined in Idaho Code and Administrative Rule.

The Motion Mastery Sports Academy (M2) new charter school petition was initially received on September 1, 2022. An initial petition evaluation report was issued to the school by the IPCSC staff on September 30, 2022, and final revisions were submitted by the petitioners to the IPCSC on November 7th.

DISCUSSION

Please see the Petition Evaluation Report included in these materials for a full evaluation of the petition with respect to the IPCSC’s established Standard of Quality.

SPEAKER

Donnell McNeal, Proposed Executive Director

Bridget Barrus, Board Chair

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 and the school will begin serving students in August of 2023.

If the IPCSC denies the petition, the petitioners could reapply after a 90-day waiting period, appeal to the State Superintendent of Public Instruction, or proceed no further.

STAFF COMMENTS AND RECOMMENDATIONS

Director Thompson recommends that the IPCSC deny the petition on the grounds that the petition does not meet the standards of quality established for the Education Program, Finance and Facility Plan, Student Demand, and Virtual and Blended-Learning sections of a new charter school petition as reflected in the Petition Evaluation Report dated November 23, 2022.

COMMISSION ACTION

1. A motion to deny the new charter school petition for Motion Mastery Sports Academy on the following grounds: the petition does not meet the

standards of quality established for the Education Program, Finance and Facility Plan, Student Demand, and Virtual and Blended-Learning sections of the new charter school petition as reflected in the Petition Evaluation Report dated November 23, 2022; OR

2. A motion to approve the new charter school petition for Motion Mastery Sports Academy as presented; OR
3. A motion to approve the new charter school petition for Motion Mastery Sports Academy with the following conditions: [state conditions and due dates]; OR
4. A motion to deny the new charter school petition for Motion Mastery Sports Academy on the following grounds: [state grounds for denial if different from recommendation above].



Petition Evaluation Report M2 Sports Academy Charter School November 23rd, 2022

Idaho Public Charter School Commission

514 W Jefferson St. Suite 303

Boise, Idaho 83702

Phone: (208)332-1561

pcsc@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

Petition Review Summary

The new charter school petition for Mobile Mastery (M2) Sports Academy Charter School proposes a unique program that focuses on athletic programs for students in grades 6-12. The school would initially serve grades 6-8 with basketball and volleyball programs, and expand to add grades 9-12, adding additional athletic programs (e.g., football, baseball, tennis, etc.) in subsequent years of operations.

The petition does not present a functional business plan. While the athletic program is detailed, the academic model is under-developed, and both the operational and financial plans are insufficient. The petitioners are passionate about the idea of this school, but are not yet ready to operate the business of a school.

The petition does not meet the following IPCSC Standards of Quality: I.1.A; I.1.B, I.1.C, I.3.B; I.3.C; I.4.B; II.1.B; II.1.C; II.3.B; II.4.B; IV.1.B; IV.2.C; IV.3.A; V; VI.

Recommendation: The Director of the IPCSC recommends that the Commission deny the petition.

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 ↓↓
APPROACHES STANDARD		DOES NOT MEET STANDARD

Section I: Educational Program

DOES NOT MEET STANDARD

Comments

The petition proposes a school that would offer an athletic-focused, mastery-based program initially to students in grades 6-8 and later expanding to include grades 6-12. The program would offer basketball and volleyball pathways to start, and would expand to include other sports paths over time. The petition may propose a program rather than a whole public school.

The model proposes a school day in which approximately 3 hours are dedicated to athletic training and another 3 hours are dedicated to academic pursuits via a project structured and mastery-based program. The school will operate on a 5-day week with Friday being “Focus Fridays,” during which students can engage in remediation, acceleration, passion projects, career technology education, and community service.

Students will have an assigned advisor and teachers will loop with students in the academic fields of math, science, social studies, and English language arts. Additionally, the program will make use of a virtual learning management system (Slate) as well as a student-centered competency tracking system (Building 21 and/or Slate).

Strengths:

- Petitioners are passionate about the need for an athletic-focused school choice for the community.
- Instructional scope and sequence will be procured from Building 21. Building 21 appears to offer a scope and sequence of projects, correlated to each state’s standards as well as access to professional learning communities of educators implementing the same projects in schools across the country.

Concerns:

Educational Model and Curriculum

- The athletic curriculum is much clearer than the academic model of instruction. It is unclear whether the school will be able to meet the academic requirements of the IPCSC performance framework or if the petitioners

understand the academic outcome expectations.

- The educational program narrative describes a large number of hypothetical ideas and educational philosophies that the petitioners plan to incorporate into the school. While these philosophies are sound and well-researched, the petition, as a business plan, does not address how the program will be implemented in daily operations; the petition narrative explains “what” philosophies the petitioners believe in, but not “how” those philosophies will be implemented in terms of operations, finances, or day-to-day logistics.

Class Schedule and Logistics

- The class schedule presents risks based upon the proposed model. The petition proposes a project-based curriculum (pages 14-19) that is not amenable to a subject-based rotation, but also proposes a daily schedule based on separate English, math, and science course rotations (page 35).
- The petition proposes a higher level of one-on-one time with teachers and mentors that appears unlikely to be supportable on the ground. The petition proposes a 1:30 teacher-to-student ratio in a facility that does not have sufficient small-group meeting space or classrooms. It does appear that the school intends to implement a blended-learning component, but it is not sufficiently described in this section or in the blended-learning section of the petition.
- Career Technical Education is noted on page 35 regarding the “Passion Project,” but CTE does not appear to be included in the overall model, nor is it mentioned elsewhere regarding the educational program. It is not clear how CTE, or any of the “Focus Friday” options will actually be implemented.

Section II: Financial and Facilities Plan

DOES NOT MEET STANDARD

Comments

The petition proposes leasing an existing facility while building a new, state-of-the-art facility over the course of the first performance certificate term. The school plans to offer full transportation and food services for students from day one. The school will rely upon state and federal allocations, as well as private donations and fundraisers to be coordinated by board members and administration in the future (no existing funds).

Overall, the petitioners evidence an insufficient understanding of school finance and operations, specifically in those areas unique to charter schools.

Strengths:

- The petition has identified two potential facilities as options.

Concerns:

Revenue

- The petition states that the break-even enrollment for year one is 120 students. This is also the maximum enrollment for year one. The school has not prepared for the possibility of under-enrollment, and the “best-case” scenario is the same as the “worst-case” scenario.
- The budget assumes \$20,000 in start-up expenditures in the pre-operational year but accounts for \$0 in revenue. See page 63.
- The state funding anticipated is not proportionate to the number of students anticipated to enroll in year two and beyond. For example, year one anticipates \$2,800 per student, but year two anticipates \$6,000 per student. Neither number is correct.

Expenditures

- Year three of the budget includes authorizer fees approximately \$50,000 higher than the anticipated amount, even after this was brought to their attention.

Facility

- It is unlikely that petitioners will be able to provide a full food service program in year one based on the plan presented. The facility does not have

a kitchen, there are no plans for NSLP certification or sufficient manpower to execute that task.

- The relationship between the proposed school and the Treasure Valley Athletic Center is unclear, and the party that may potentially profit from the lease agreement by extension. The sample lease agreement (page 129) lists Donell McNeal, the proposed Executive Director of the school, as the leasing party of the proposed primary facility. As a public official, the school leader could be in violation of the law if he/she were to use the school for personal financial gain. This aspect of the petition may need further clarification at the hearing.
- The petition provides conflicting assumptions of lease costs, ranging from a zero cost in the narrative to \$106,000 (as 15% of revenue) in the budget. Neither option appears to be based on any documentation or research.
- A chart showing the proposed build-out of classrooms is included on page 131. It does not appear that the facility contains any classrooms or a kitchen at this time. It is unclear whether this addition has already taken place or whether it is a future project to be funded through rent paid by the school. This may need further clarification at the hearing.

Section III: Board Capacity and Governance Structure

APPROACHES STANDARD

Comments

The governing board is comprised of directors with backgrounds in education, accounting, professional athletics/coaching, small business ownership, and medicine. Board directors serve two-year terms. The board has identified independent legal counsel.

A summary of the board governance capacity interview, conducted on October 19, 2022, is included in this report. See page 8.

Strengths:

- The board appears to have a diverse background with expertise in several areas of interest helpful to a board of directors.

Concerns:

- While board directors are clearly passionate about the project, it appears that the board is newly formed, and has not yet tapped into some of the important business management skills several board directors possess.

Governance Capacity Interview Summary

Interview Date: October 19th, 2022

Present: Bridget Barrus, David Blu, Jennifer Broermann, Brion Bethel, Craig Miles, Dr. Kaili McCray, Tobie Helman

Not Present:

IPCSC Staff Present: Jenn Thompson, Jared Dawson

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?**

The board has not sought out any specific training, but has taken trainings/information from the Idaho State Department of Education as part of the petition process.

- 2. The board has two-year terms. Are terms staggered? Why did you choose that structure, and what are the plans for the future?**

Terms were chosen to allow for flexibility, may look into different terms in the future, but all board members are prepared to stay in positions and work with school. Terms will be staggered in the future.

- 3. Please describe the organizational structure, and how the board expects to receive information on school performance (e.g., operational, academic, and financial updates).**

Discussion of board structure revealed that the Executive Director will handle duties of the liaison between the school and the board. The Executive Director will assume a lot of responsibility, but will have support with education and athletic operations.

- 4. Regarding Program Design, the petition thoroughly describes the athletic component of the program, but not the whole school.**

- Can you please describe the academic component of the program?**
- Can you please describe the virtual component of the program?**

The school will incorporate a mastery-based model, and plans to approach the program with rigor. Students will be able to go at their own pace, and teachers will include and incorporate multiple approaches to learning and ensuring that students are making adequate progress. The program was discussed in more detail than the petition provided, and the general ideas and philosophy were addressed by the board. The board appears to be aware of what their responsibilities are for meeting academic requirements.

- 5. Can you please discuss how the academic requirements for public charter schools will be addressed along with the athletic programs?**

Answered in previous question.

6. The petition proposed a budget dependent on the school meeting enrollment projections on day one and maintaining them afterwards.

- **What happens if you do not reach your intended enrollment?**
- **What about your program could you live without if you didn't have the funding?**
- **How do you plan on recruiting students, particularly for a school with such a focused student population?**

The board feels that their model will be in high demand, based in part upon club sports and other athletic interests, mixed with a void in the market for this type of school. The school plans to utilize existing resources and contacts to help recruit students. If the situation required it, transportation and lunch could be cut to make ends meet if needed.

7. As the school grows and adds more athletic programs (e.g., football, golf, etc.), what are plans for facility space and accommodations? Are community partnerships being developed?

Partnerships are being developed across the Treasure Valley, and if the school expands other programs they could utilize satellite campuses for other sports (e.g., football field/classrooms in Caldwell, facility in Mountain Home mentioned, etc.). Expansion with other sports is in the plans for the school, and will be implemented once the school is stable and partnerships are fully developed.

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

Questions related to petition process answered.

Section IV: Student Demand and Primary Attendance Area

DOES NOT MEET STANDARD

Comments

The petition proposes a maximum capacity of 280 students, with 120 students in year one. If approved, the school will be located in Meridian, with a primary attendance area comprised of the boundaries of the West Ada School District. While the area has enough students in the proposed grades to potentially meet enrollment goals, it is unclear whether demand is established for the unique nature of the school's proposed model.

Strengths:

- The petition proposes a school choice model that is not currently available in the primary attendance area.

Concerns:

- The proposed structure of the school appears difficult to implement in an open enrollment structure. Specifically, the school intends to recruit 120 students into two initial sports pathway offerings: basketball and volleyball. How a student might change pathways when new pathways are added in later years, or what happens if a student chooses to enroll who doesn't play basketball or volleyball is not clear.
- The school's enrollment plan is unlikely to be successful. First, few charter schools are financially successful at an enrollment of less than 200 students; and second, meeting enrollment projections and compensating for enrollment attrition in upper grades (e.g., 9-12) has historically been difficult for charter schools. Petitioners do not appear to have a plan to address these factors.

Section V: School Leadership and Management

APPROACHES STANDARD

Comments

M2 Sports Academy intends to have an Executive Director who reports to the governing board. A Director of Academics and a Director of Sports Performance will report directly to the Executive Director. The Executive Director will also serve as the Special Education Director.

Strengths:

- The petition presents a clear organizational structure on page 52 of the petition.

Concern:

- The organizational structure, while logical, is not likely to be affordable with 120-280 students.
- Building 21 is noted by petitioners as an ESP on both page 52 and in a header on page 120, where the sample contract begins. However, that reference may be erroneous as the ESP section of the petition has not been completed and the sample contract does not indicate a purchase of leadership or management services. The relationship between the school and Building 21 may need further clarification.

Section VI: Virtual Schools

DOES NOT MEET STANDARD

Comments

The petition proposes a blended learning model in order to utilize modern technology and further support students.

Strengths:

- The petition proposes a blended learning model in order to allow flexibility for students and the ability to react quickly and efficiently to unforeseen events (e.g., pandemic, etc.).

Concerns:

- The petition does not describe how the virtual component will be implemented in the educational model, only that a virtual component will be leveraged to facilitate access to learning.
- The petition does not address virtual pedagogy or teacher preparation. In fact, petitioners may not have thoroughly reviewed the virtual and blended learning programs section of the Standards of Quality for new petitions.

M2 (Mobile Mastery) Sports Academy Charter School

Serving student-athletes in grades 6-12
(Starting with grades 6-8; adding grades 9-12 in Fall 2024)
Opening Fall 2023

**Serving students in Meridian, Boise, and
& Kuna within Ada County**



Submission Date: **9/1/2022**

Final Draft Submission Date: **11/7/2022**

Donell McNeal, Founder/Executive Director
9147 W. Arabian Drive, Boise, ID 83709
m2sportsacademy@gmail.com
909-379-3738

Non-Discrimination Statement: M2 Sports Academy does not discriminate on the basis of race, religion, color, national origin, sex, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended. Any variance should be brought to the attention of the administration through personal contact, letter, phone, or email.

Table of Contents

Introduction.....	5
Mission.....	5
Vision.....	5
Executive Summary.....	5
Educational Programs	7
Educational Philosophy.....	7
Core Values	8
Theory of Action	11
Instructional Practices	11
English Language Arts	14
Math.....	15
Science	16
Social Studies	17
Electives	19
Context.....	19
College & Career Readiness	20
Non-Academy Competency	21
Curriculum	22
Learning Collaboration.....	22
Educational Service Provider	23
Instructional Strategies	24
Assessment	26
Psychology of Learning	27
Productive Struggle Strategies.....	27
Literacy.....	29
Leadership.....	29
Durability Skills.....	29
Sport Competency	30
Basketball & Volleyball Competencies.....	31
Competency Continuum	31
Studio Instructional Model.....	32
Schedule	34

Focus Friday	35
Student-Athlete Outcomes	36
Plan for Student-Athlete Success.....	36
Special Education	37
MTSS.....	38
Discipline	38
Gifted & Talented.....	39
ELL	39
Section 504.....	40
Professional Development.....	41
Financial & Facilities Plan.....	43
Fiscal Philosophy and Spending Priorities.....	43
Transportation	43
Food Service	44
Budget Description.....	44
Operating Budget.....	44
Income Sources.....	45
Sports Program Funding.....	45
Fundraising.....	45
Financial Management.....	46
Purchasing.....	46
Payroll	46
Facility Needs	46
Board Capacity and Governance Structure	47
Governance Structure.....	47
Founding Board and Qualifications.....	48
Transition Plan	50
Recruitment and Training	51
School Leadership and Management	52
Executive Director Responsibilities.....	53
Student-Athlete Demand	55
Primary Attendance Area	56
Community Need and Market Interest.....	57

Strategies For Enrolling Student-Athletes.....	58
Marketing Plan	59
Virtual Schools	60
Works Cited	62
Appendices	63
Appendix A: Budget and Facilities Options	63
A1: Financial Summary.....	63
A2: Pre-Opening Budget	63
A3: Three Year Operating Budget and Year 1 Break Even Budget.....	66
A4: Cash Flow Projection for Initial Operation Year	69
A5: Facility Plan Phase Growth	70
Appendix B: Articles of Incorporation and Corporate Bylaws	73
B1: Articles of Incorporation	73
B2: Bylaws	86
1: Meetings	
2: Directors.....	
3: Officers.....	
4: Corporate Seal	
5: Amendment	
6: Dissolution	
Appendix C: Board of Directors and Petitioning Group Resumes.....	91
C1: Board of Directors Resumes	91
Appendix D: School Administration	115
D1: School Leader	115
D2: School Organization Chart.....	103
Appendix E: Education Service Provider	120
E1: Contract: Terms and Agreements.....	120
Appendix F: Supporting Documentation	126
F1: District Notification Letter	126
F2: Statements of Support.....	127
Appendix G: Additional Appendices	129
G1: Building Rendering	129
G2: Competency Links.....	132

MISSION

“Preparing student-athletes to be college, career, life, and future ready!”

M2 Sports Academy is a 6th-8th (9th-12th opening in the Fall 2024) learning environment committed to serving student-athletes. Through purposeful instruction, student-athletes will take responsibility for leading their own lives as it relates to their athletic goals. Investing in an athletic track that will be an integral part of their transition to their post-secondary pursuits. By owning their educational pathway, student-athletes will become active participants and models of excellence in their local community.

VISION

The vision of M2 Sports Academy is to support, educate, and inspire every student-athlete to think collaboratively, value learning, and recognize their common humanity and personal interests. As a sports-based school, we inspire students to be lifelong learners, critical thinkers, and global citizens in an ever-changing world. We are a new fresh approach to education. With a mastery approach, our students are taught in small groups at instructional levels that reflect their current skill. M2 Sports Academy will expand on skills facilitated through athletic involvement and sports participation in their local community. We will provide a physical environment that is welcoming and conducive to learning; promotes communication and interaction in the classroom and on the court; supports an affective environment that promotes a sense of belonging and self-esteem; and provides an academic environment that prioritizes learning not simply compliance. Parents in the community have embraced and strongly support opportunities for their children to be involved in athletics as a means to learn many of the intangible skills that have been compromised due to the increase and evolution of technology in our society among other distractions. M2 Sports Academy will meet the unique needs of student-athletes while also providing an alternative educational option for students within the community who are passionate about sports and athletics. M2 Sports Academy will provide a high-quality education preparing students to excel in their local communities, while also meeting and exceeding the State of Idaho’s academic standards and requirements. Instruction will be delivered in caring and academically challenging multi-age classrooms utilizing the Idaho Standards and structured within the Mastery/Competency-Based Learning Framework. This academic program will develop students who are responsible citizens, intellectually capable and competent. M2 Sports Academy will also involve students in a variety of community programs and service-learning opportunities with the intention of strengthening student self-awareness.

Executive Summary

M2 Sports Academy is a sports-focused school of choice for student-athletes in grades 6th-8th (adding grades 9th-12th in Fall 2024) that are passionate about the learning opportunities facilitated through their involvement in athletics, founded by veteran educator, school administrator, and entrepreneur Donell McNeal. M2 Sports Academy has created a unique approach to education that meets the needs of its target population, while providing student-athletes a rare educational opportunity that will meet their emotional and academic needs through a comprehensive sports performance-based model to educate the whole child.

M2 Sports Academy will operate on a nine-month school calendar. Student-athletes at M2 Sports Academy will attend school four days a week with extensive sports performance and sport specific training during one of two sessions (morning or afternoon). Academics will be facilitated through a mastery/competency-based academic model during the opposite session. The fifth day of the week will be dedicated to academic intervention, enrichment lessons in health and nutrition, recovery techniques and modalities to enhance performance. Time will be delineated for student-athletes to work on a “passion project”, independent work time with the support of content teachers and school support staff, and social-emotional learning (SEL) activities through a focused and targeted mentoring experience. **We will also embed competencies from other non-core subjects (i.e., Humanities, CTE, etc.).** M2 Sports Academy’s primary goal is to ensure that every student-athlete has the capacity to achieve the goal of “mastery of self” in a manner that gives the student-athlete ownership and control over their learning as it relates to their athletic and academic goals. Our hope is that all student-athletes will acquire a plethora of skills that lead to opportunities on and off the court or field. These opportunities complement the vision of M2 Sports Academy to use sport to prepare all student-athletes to be college, career, life, and future ready.

As a sport directed school, the founder of M2 Sports Academy interviewed coaches, families, and athletes in the community about the pivotal role that sports, and athletics play in the growth and development of young people. During these interviews, common themes emerged: 1) student-athletes who prioritize their physical and mental well-being have increased self-worth; 2) high performing student-athletes possess a strong work ethic and leadership skills; 3) student-athletes must be able to communicate effectively and accept feedback, and 4) it is imperative for student-athletes to have mentors who help them navigate their goals as it pertains to the evolution of their character. M2 Sports Academy will embed hard, soft, and durability skills throughout the curriculum and throughout the instructional framework with the hope that each student-athlete will passionately pursue and rethink characteristics of their evolving identity. Applying those skills and strategies from adolescence to adulthood, are critical and sustainable self-improvement practices to creating a life fulfilled.

Through an innovative partnership with community partners and by hiring some of the community’s top sports trainers, mentors and teachers, M2 Sports Academy intends to offer programs associated with various sports by constructing partnerships in the community with sport specific facilities. Students will be offered options in the following sports: a) football; b) basketball; c) volleyball; d) baseball; e) tennis; f) golf; g) wrestling; h) dance; i) cheerleading; and j) soccer. Basketball and volleyball were the sports selected for the school’s inaugural year and through submission of an amendment to the charter and approval of the board, M2 Sports Academy will increase sport specific opportunities in years 2-5. These sports were chosen based on the current sports performance models in the Treasure Valley and with consideration of the athletic programs sanctioned through the Idaho High School Activities Association.

M2 Sports Academy has partnered with successful career educators, successful athletic coaches and families who are highly supportive of their child’s pursuit of being a top athletic performer. The founder’s research and work ensure that individuals who have high values associated with

sports and athletics, tend to be highly marketable as leaders in their future careers or as entrepreneurs of successful companies. Mr. McNeal will equip teachers, trainers and the school with accountability measures that reflect the true nature of the work being done in innovative school settings. Within current educational models, educators are struggling to find ways to engage students of all backgrounds partly due to the lack of resources and time needed to provide an equitable learning experience for individual students. Our community's most successful schools, whether positioned in a particular community or because they offer a particular program, benefit from learning that is enhanced for reluctant learners due to academic targets that are based on authentic learning experiences and are relevant to their current mode of being and desired future outcomes. These students demonstrate academic growth as they experience personal growth. M2 Sports Academy is positioned to become a destination school, while at the same time becoming a model for diverse learning environments that allow each student-athlete to truly grow and develop. The on-campus energy is both invigorating and contagious. Every student-athlete who enrolls at M2 Sports Academy has an undeniable passion for excellence and an unrelenting drive to surpass all expectations. Joining founder Donell McNeal at M2 Sports Academy is an organized group of individuals deeply rooted in finding solutions to our community's challenges with student engagement and increasing opportunities for motivated student-athletes. Members of the founding board include experts from the following areas: private school education, teachers, counselors, local business professionals, youth advocates, business, and non-profit organizations.

The Treasure Valley is one of the country's fastest growing regions. Families who value creating rich, comprehensive involvement for their children in the local community are excited for new and different opportunities for their children. The investment families are making to give their children learning experiences where their children use sport to travel and connect with a passion, provides for an exciting time in expanding the community's thinking regarding youth sports. Thousands of jobs are projected to be available for well-trained and qualified individuals over the next decade. Renewing a sense of purpose and providing ground-breaking programming for student-athletes will become a huge accomplishment for families, the local economy, and communities alike.

EDUCATIONAL PROGRAMS

Education Philosophy

M2 Sports Academy is founded on the belief that student-athletes from all backgrounds deserve the opportunity to engage in an educational program that is meaningful to them, and that provides a direction and sense of purpose for their future. Student-athletes who gain a deep belief and investment into the life applications facilitated through sport, often see their passion peter off as they transition from middle school to high school. Many of the elite athletes are confronted with the reality that without significant financial contributions from their families, they are excluded from the expertise of top sport-specific trainers and programs in their community. M2 Sports Academy aims to create a level playing field by allowing athletes to maximize their time and resources during the typical school day. We hope that our student-

athletes can invest in their passion and still have time to be “kids” and contributing members of their families.

CORE VALUES

At M2 Sports Academy we ensure that every student will experience....

1. An educational environment that promotes a SAFE & COLLABORATIVE educational experience
2. A school culture that promotes and celebrates growth, work ethic, rethinking, metacognition, goal attainment, and identity development
3. A learning experience that monitors productivity
4. Explicit feedback on academic and athletic measures
5. Rating of non-academic performance level descriptors on a set of learner dispositions (i.e., Habits of Success Competencies - work & time management, decision-making, self-regulation, growth mindset, and social skills & awareness)

Student-athletes generally possess the dispositional skills necessary for making adequate life choices, and this makes it easier for them to advocate for themselves and their future goals. Due to the accountability measure associated with being a student-athlete, most reach a point in their academic careers where they choose to understand the correlation between work ethic in the classroom and on the field or court. Once a student-athlete chooses this path, they position themselves on a trajectory to becoming a contributing member of their community. Research shows a child's involvement in sport helps them to improve their social interaction, increase their confidence, and improve their listening skills and health. Participation in sport is linked to higher grades, lower dropout rate, reduced truancy, and lower crime rates.

M2 Sports Academy believes that its structure where student-athletes can engage in school and double-down on skill development in their desired sport will reduce typical negative adolescent behavior. With this consideration, student-athletes will also be more likely to develop good habits and dispositions that will lead to success in adulthood. Due to this understanding, the founders of M2 Sports Academy have developed an equitable model to remove financial barriers to athletic success. Allowing student-athletes to have additional time and opportunities during the traditional school day, will ultimately propel many of its athletes to a deeper commitment not only to their sport but more importantly to their personal identity.

Knowing there is a demand for skilled workers in the Treasure Valley, M2 Sports Academy believes there are ways to inspire student-athletes by building sustainable, transferable skills. We know how to provide these young people with the opportunity to train academically and athletically, and to help them develop the skills and dispositions necessary to become contributing members in their communities. Many young athletes spend countless hours throughout their primary years exploring various sports only to realize they have not put in the appropriate time to develop their skill set at a competitive or elite level. M2 Sports Academy believes that past circumstances should not narrow the opportunity for young people to engage in meaningful learning opportunities through sport.

As a result of the many opportunities student-athletes experience in their lives, there are multiple considerations that must be made to ensure they receive the technical athletic training that will spearhead the student-athlete's track to becoming a "well-rounded" individual. Research suggests the benefits of participation in youth sports does not end when the final buzzer sounds. Instead, young people often bring the discipline and motivation gained through sports to school. In adulthood, people can rely on the resilience gained from sports-related challenges to overcome any work and personal hurdles.

Engaged student-athletes show a commitment to school at a young age. They find it engaging and relevant to their needs. They display high levels of achievement, satisfactory grades, and academic success. Young student-athletes experiencing these factors in turn engage in behaviors that increase the likelihood of becoming a high school graduate. They experience academic accolades for compliant behavior, low absenteeism, and an overall engagement with school. This engagement comes at a time when a student-athlete has developed faith and trust in the adults in his or her life. We commonly see this occur in the middle school grades. Committing to being a sixth-grade student-athlete increases the projections of becoming a high-school graduate and are clear to thoughtful observers. The following indicators in the sixth grade are indicative of a higher graduation rate: proficiency in Math and ELA, attending sixth grade more than 80 percent of the minimum required time and receiving minimal feedback regarding negative behaviors.

As educators, if we know the indicators, we can anticipate the causes of the behaviors that alert us to the indicators. We must take a proactive approach to ensuring that all student-athletes have access to choices in their education that are meaningful to them and provide a path to becoming a contributing member of society where they can lead their own life with purpose and passion. Through its intervention structures, M2 Sports Academy will teach a student-athlete grade level academic standards, as well as educate student-athletes on how to develop mastery of self, how to live life rooted in personal responsibility, how to find purpose in their life goals, and engage when facing adversity.

Student-athletes have a greater ability to trust adults due to the skill that is experienced at a young age of building a meaningful relationship with a coach, mentor, trainer, or leader. They typically trust the organization that is a conduit to their future success, build trust in the adults around them, and tend to have a greater sense of self-efficacy. As trust is increased, the cognitive abilities of hope have been dismantled within the student-athlete. Research defines hope as *"a positive motivational state that is based on an interactively derived sense of successful (a) agency (goal-directed energy) and (b) pathways (planning to meet goals) (Snyder, 2017)."* Hope is broken down into four categories: 1) goals, 2) strength/interest-based thoughts, 3) agency thoughts, and 4) barriers.

Goals are the ability for a student-athlete to be able to have clear direction based on a defined set of learning intentions. Thoughts associated through building competency and mastery, are routes student-athletes take to achieve desired goals. Agency thoughts refer to the motivation

student-athletes must undertake to achieve their goals. Barriers are anything that blocks the attainment of student-athlete goals and their efforts to shift to a lack of belief in themselves.

In schools and society today, we often see the teaching of mindset and perseverance. For a student-athlete that has hope embedded in their personal cognitive makeup, mindset and perseverance are valuable tools needed to overcome the barriers that are discussed in the Theory of Challenge and Threat States in Athletes (TCTSA). However, if a student-athlete lacks the understanding of the role of being challenged, a traditional athletic setting that does not cater to the pressure student-athletes face, athletes tend to perform with uncertainty and doubt in their skillset.

To restore confidence to a student-athlete we must intervene early and purposefully. The first step in intervention ensures that a student-athlete feels safe and has hope that the skills learned in their sport are transferable and applicable to competition. We ignite confidence in a student-athlete by establishing trust and educating the young person in the metacognitive processes and thinking errors that challenge them to move from a victim of their circumstance to a person that has the tools and resources to take responsibility for themselves and their future. While re-establishing the cognitive function of hope we can expose student-athletes to a rigorous curriculum that meets them where they are, connects them to where they should be, and (by using the strategies employed through the Theory of Challenge and Threat States in Athletes) guides them to not only set goals but focus on their navigation through the varying processes and systems to obtain high levels of mastery within their sport. Once student-athletes clearly understand self-efficacy and metacognitive thought processes they increase their cognitive awareness of the effects of a growth mindset, and they can better understand the benefits of work ethic and the ability to accept feedback, apply the knowledge skills and dispositions, and accept the outcome as a learning opportunity to grow. Increasing a student-athlete's awareness of their metacognitive makeup and introducing them to the strategies that meet the needs of their personal learning is a foundational characteristic. One of the misconceptions that is often seen in student-athletes is their lack of understanding regarding whether high levels of performance are attributed to will or skill. By intentionally teaching metacognitive strategies and helping employ these strategies, improvements can be experienced academically and athletically. Meta-cognitive instruction on reading comprehension has a reported effect size $d = 0.71$. John Hattie writes, *"The effect size of 0.04 sets a level where the effects of innovation enhance achievement in such a way that we can notice real-world differences, and this should be a benchmark of such real-world change"* (Hattie, 2009). Understanding this relationship allows us to understand that intentionally teaching meta-cognition will lead to real world changes in a student-athlete's equation.

At the core of all learning within a school, the most vital piece is the relationship between the teacher and the student. For a student-athlete to learn in the most efficient way, the teacher, trainer, mentor, or coach must establish an environment of care, trust, cooperation, and respect. These conditions are necessary to promote an environment where error is not only tolerated but is welcomed. For student-athletes to learn best, teachers, trainers, mentors, and coaches must establish and build relationships of growth, trust, and rigor. These relationships

must include a common sense where student-athletes know that the teacher is passionate about their success and will push them to their mental and physical boundaries and beyond.

A school that is designed for student-athletes to embrace the cycle of learning, embrace being in productive struggle, and embrace the challenges that they are met with daily is where learning best occurs. As educators, it is our duty to foster resilience and build the collective efficacy of each individual student-athlete by expecting them to reach new outcomes with clarity.

Theory of Action/Logic Model

Instructional Practices & Curriculum

Learning at M2 Sports Academy will be designed around intentional scaffolding, moving from surface to deep knowledge based on an adaptation of a mastery/competency-based model of learning. M2 Sports Academy has been working to develop a clear and concise logic model to articulate project goals, measurements, and outcomes to the wide variety of stakeholders involved. Clearly defining and communicating the “problem” we are trying to solve, what our goals and objectives are (what we seek to achieve), and how we plan to accomplish this has been an ongoing process. Though some may argue the need for a dedicated sports academy, in traditional schools there have been several drawbacks that limit the projected success of student-athletes including but not limited to lack of flexibility in time to develop mastery levels within their respective sports, lack of individualized availability of teachers, mentors, trainers and coaches, and the lack of time to develop personalized pathways leading toward individualized student career and college goals.

As M2 Sports Academy develops a mastery/competency-based system, the focus of the school will move from a focus on time-bound subject matter delivery to a focus on relevance, filling students’ learning gaps through mentorship, and personalized instruction motivated by clearly defined and well understood student career and college goals. The flexibility inherent in what has proven to be an innovative school model will be used to create a variety of learning opportunities for students, teachers, mentors, and trainers. It is this variety that will enable these schools to be successful in meeting the needs of each student while developing career and college readiness skills such as ownership of learning.

Research highlights that the relevance of curriculum is highly dependent on “place”. Empowering teachers to focus on the development of *authentic* learning experiences which connect to the community and the students’ lives is essential to the chosen subject matter and therefore plays a vital role. Research defines authentic-type curriculum as those that provide students the opportunity to:

- Use higher-order thinking such as research, inquiry, and problem-solving
- Build a depth of knowledge by using less content in *higher impact* ways
- Make the connection of material to the real-world an integral part of *every* lesson

- Ensuring that students can *discuss* how the learned materials fit into their own experiences and lives
- Mentors and peers provide adequate support of student achievement

The role of authentic and high-impact instructional curriculum in a blended-learning environment is the foundation of the makeup of M2 Sports Academy’s competency-based courses. The flexibility inherent in the M2 Sports Academy learning platform, combined with increased student choice of time, place, path, and pace in the *flex* model ensures that students will have the ability to pursue individual interests. The Postsecondary Workforce Readiness Working Group highlighted the necessity for both relevance and rigor as summarized in the following statement: “rigorous coursework is intellectually demanding coursework that engages students in the essential core knowledge and skills of a discipline and contains appropriately sophisticated content”.

The goal of the M2 Sports Academy learning model is to engage students in a variety of meaningful and impactful learning experiences that provide students with the opportunity to learn relevant skills and content and demonstrate their learning aligned to our mastery/competency framework. Our comprehensive student competency framework transparently outlines the skills we want students to know and be able to demonstrate by time they graduate to ensure they are prepared for postsecondary success. Each competency in our framework has a learning progression or rubric (See Appendix D) that articulates what learning looks like at every level. Students work to achieve the indicators of success at each level and strive to reach the level 10 on each learning progress as that is that level that indicates college and career readiness. At level 12, students are demonstrating college level work (see Appendix A).

Our learning experiences will be designed using the Studio Instructional Model (see Appendix B). Studios are 6–12-week problem-based units culminating in students making an authentic impact in their school or community. Through a backwards design process, studios incorporate essential competencies with essential content, aligned to the Idaho State Standards, to create meaningful, engaging, and rigorous learning experiences for all students. Performance tasks and learning activities within the studio, allow students to demonstrate mastery of specific competencies and skills. Each studio has a student-facing guide, that ensures students know the why, what, how, and when of the learning from the beginning of the studio.

The use of the M2 Sports Academy’s learning management platform facilitated through SLATE (learning management system), will allow teachers to integrate competencies with rigorous content across learning experiences. Research on blended and mastery learning has indicated, there must be a connection between the online content and the in-class, hands-on activities. Teachers will then be empowered to focus their “brick-and-mortar” or on campus time on high-impact and authentic instructional techniques integrating the subject matter and materials from within the M2 Sports Academy learning platform. Additional research shows that for students to truly acquire the skills to ensure they are career and college ready; they need to be active participants in the learning process including choice in *what* they learn. With M2 Sports

Academy's shift in teacher/mentor time moving from presentation of subject matter to providing high impact experiences through authentic and real-world application, the M2 Sports Academy student learning experience targets the notion that teachers will partner with students to develop relevant experiences. With the 1:1 computer model, each student has access to the world beyond the classroom walls and can bring this powerful motivator into their learning experiences.

Student-athletes in grades 6-8 will maintain the same mentor teacher throughout their time at M2 Sports Academy. They will also have the same core teacher in Math, English Language Arts, Science and Social Studies for up to three consecutive years depending on when they enroll in M2 Sports Academy. This consistency allows teachers to understand the vertical alignment of the curriculum, details on each student-athlete's learning progress, and appropriate next steps to scaffold towards growth. This will increase learning time an extraordinary amount by eliminating the need for restart and transition that is necessary in the classroom each academic year. Teachers and student-athletes after the first year will become familiar with each other, understand routines and learning expectations, and will allow the establishment of ongoing relationships that are imperative to embodying the identity of lifelong learners. This will benefit student-athletes from a social emotional lens as well as an academic lens. Thus, ensuring student-athletes are on a path to high school success and beyond.

Our competency-tracking platform (Slate) as well as how we are organizing our Mentor and content teachers will also allow for the integration of the Arts and other elective experiences into the studios as well as during mentor time. As adults build strong relationships with students, they can support them in pursuing and designing learning experiences related to the elective experiences they are most passionate about.

Learning at M2 Sports Academy will be designed around intentional scaffolding, moving from surface to deep knowledge based on an adaptation of a mastery/competency-based model of learning. M2 Sports Academy has been working to develop a clear and concise logic model to articulate project goals, measurements, and outcomes to the wide variety of stakeholders involved. Clearly defining and communicating the "problem" we are trying to solve, what our goals and objectives are (what we seek to achieve), and how we plan to accomplish this has been an ongoing process. Though some may argue the need for a dedicated sports academy, in traditional schools there have been several drawbacks that limit the projected success of student-athletes including but not limited to lack of flexibility in time to develop mastery levels within their respective sports, lack of individualized availability of teachers, mentors, trainers and coaches, and the lack of time to develop personalized pathways leading toward individualized student career and college goals.

As M2 Sports Academy develops a mastery/competency-based system, the focus of the school will move from a focus on time-bound subject matter delivery to a focus on relevance, filling students' learning gaps through mentorship, and personalized instruction motivated by clearly defined and well understood student career and college goals. The flexibility inherent in what has proven to be an innovative school model will be used to create a variety of learning

opportunities for students, teachers, mentors, and trainers. It is this variety that will enable these schools to be successful in meeting the needs of each student while developing career and college readiness skills such as ownership of learning.

English Language Arts

As a first-year school, we want to be intentional about building community and a sense of belonging for our students. Our English Language Arts curriculum will be built around quarterly schoolwide themes aligned to the English Language Arts competencies. Each of the competencies has a learning progression (rubric) that allows students to be working on the same performance tasks but at varying levels. Our ELA curriculum will also integrate NextGen Essentials competencies and Visual Arts Competencies. Students will engage in reading a variety of fiction and nonfiction texts and writing for a variety of authentic purposes to understand the importance of building strong literacy skills.

- ELA.1 Read Critically
- ELA.2 Express Ideas
- ELA.3 Compose Evidence-based Arguments
- ELA.4 Write Informative Texts
- ELA.5 Write Narrative Texts
- ELA.6 Engage in Discussions
- ELA.7 Conduct Research
- NGE.2 Present to an Audience
- VA.1 Create Art
- VA.2 Present Art
- VA.3 Evaluate Art

Grade Level	Studio Theme and Essential Questions	Competencies
6th 7th 8th	<p>Here We'll Tell Our Own Stories: The power of storytelling</p> <p>How can we use storytelling to understand and convey our past, present, and future identities?</p> <p>How does storytelling help us to understand the human experience and overcome barriers?</p>	<p>ELA.1 Read Critically</p> <p>ELA.5 Write Narrative Texts</p> <p>ELA.6 Engage in Discussions</p>
6th 7th 8th	Information Overload: Analyzing information in the information age	<p>ELA.1 Read Critically</p> <p>ELA.4 Write Informative Texts</p> <p>ELA.6 Engage in Discussions</p>

	How do I analyze information, purpose, and sources, and ask the right questions to gain and communicate accurate information?	
6th 7th 8th	<p>Arguments in the World: Exploring issues in the world and the power of composing strong arguments</p> <p>How do I create an impact on an issue important to me and one of my communities through composing and publishing an argument?</p>	<p>ELA.1 Read Critically</p> <p>ELA.3 Compose Evidence-based Arguments</p> <p>ELA.6 Engage in Discussions</p> <p>ELA.7 Conduct Research</p>
6th 7th 8th	<p>Aspire to Inspire: Making a difference</p> <p>What inspires you and how can you inspire others</p> <p>*This studio will also align with the Making an Impact project happening through Mentoring</p>	<p>ELA.1 Read Critically</p> <p>ELA.2 Express Ideas</p> <p>ELA.6 Engage in Discussions</p> <p>NGE.2 Present to an Audience</p> <p>VA.1 Create Art</p> <p>VA.2 Present Art</p> <p>VA.3 Evaluate Art</p>

Math

Understanding that a solid foundation of mathematics is necessary for students to be successful in both their secondary and postsecondary experiences, M2 Sports Academy will utilize the Illustrative Mathematics (IM) curriculum. IM is a problem-based mathematics curriculum created with the belief that all students are capable of learning math at their grade level. The curriculum includes K-8, Algebra 1, Geometry, and Algebra 2 courses and each course contains all lessons, assessments, digital resources, as well as support resources for students and families.

While IM was not developed specifically for a competency-based model, with a few additional tools, mastery of standards can be tracked and communicated transparently to all stakeholders. Each lesson, problem set, and unit assessment is aligned to standards and the following tools will be used to track mastery.

Figure 1 shows a student-facing proficiency rubric that will be used to assess student work on assessments. This rubric was designed not only for teachers to assess but also for students to self-assess and revise their work. Figure 2 shows a tool called an assessment table. For each unit assessment in every IM course, there is a corresponding assessment table to help teachers assess the mastery of standards.

Science

Our science curriculum will be designed into inquiry-based studios aligned to the Idaho State Science Standards, the Science competencies aligned to the NextGen Science Standards. In addition, our science studios will integrate English Language Arts, Social Studies, Math, and NextGen Essentials Competencies.

- SCI.1 Lead Scientific Investigations
- SCI.2 Analyze and Interpret Data
- SCI.3 Develop and Use Models
- SCI.4 Write Technical Reports
- ELA.3 Compose Evidence-based Arguments
- ELA.4 Write Informative Texts
- SS.4 Analyze Human and Environmental Impact
- MATH.1 Use Mathematical Modeling to Solve Problems
- NGE.1 Design Solutions

Grade Level	Studio Topic	Competencies
6th	Earth's Systems and History	SCI.1 Lead Scientific Investigations SCI.2 Analyze and Interpret Data SCI.3 Develop and Use Models
6th	Natural Resources and Human Impact	SCI.1 Lead Scientific Investigations SCI.2 Analyze and Interpret Data ELA.3 Compose Evidence-based Arguments SS.4 Analyze Human and Environmental Impact
6th	Weather and Climate	SCI.2 Analyze and Interpret Data SCI.3 Develop and Use Models ELA.3 Compose Evidence-based Arguments
6th	Space Systems	SCI.2 Analyze and Interpret Data SCI.3 Develop and Use Models
7th	Molecules to Organisms	SCI.1 Lead Scientific Investigations SCI.2 Analyze and Interpret Data SCI.3 Develop and Use Models ELA.3 Compose Evidence-based Arguments
7th	Heredity	SCI.2 Analyze and Interpret Data SCI.3 Develop and Use Models

7th	Biological Adaptation	SCI.1 Lead Scientific Investigations SCI.2 Analyze and Interpret Data MATH.1 Use Mathematical Modeling to Solve Problems ELA.4 Write Informative Texts
7th	Ecosystems	SCI.3 Develop and Use Models ELA.3 Compose Evidence-based Arguments NGE.1 Design Solutions
8th	Matter: Structure and Properties	SCI.3 Develop and Use Models
8th	Chemical Reactions	SCI.1 Lead Scientific Investigations SCI.2 Analyze and Interpret Data NGE.1 Design Solutions
8th	Energy Transfer	SCI.1 Lead Scientific Investigations SCI.3 Develop and Use Models NGE.1 Design Solutions
8th	Waves	SCI.3 Develop and Use Models ELA.4 Write Informative Texts
8th	Forces and Motion	SCI.1 Lead Scientific Investigations SCI.2 Analyze and Interpret Data ELA.3 Compose Evidence-based Arguments NGE.1 Design Solutions

Social Studies

Our Social Studies Curriculum will consist of studios aligned to the Idaho State Social Studies Standards and Social Studies competencies. In addition, our social studies studios will integrate:

- ELA.3 Compose Evidence-based Arguments
- ELA.4 Write Informative Texts
- VA.1 Create Art
- VA.2 Present Art
- VA.3 Evaluate Art

Grade Level	Studio Topic	Competencies
6th	Prehistory & Mesopotamia	SS.1 Analyze Events

		SS.4 Apply Geographic Knowledge and Reasoning ELA.3 Compose Evidence-based Arguments ELA.4. Write Informative Text
6th	Ancient Egypt & Ancient India	SS.1 Analyze Events SS.4 Apply Geographic Knowledge and Reasoning ELA.3 Compose Evidence-based Arguments ELA.4 Write Informative Text
6th	Ancient China & Ancient Greece	SS.1 Analyze Events SS.4 Apply Geographic Knowledge and Reasoning ELA.3 Compose Evidence-based Arguments ELA.4 Write Informative Text
6th	Ancient Rome & The Middle Ages	SS.1 Analyze Events SS.4 Apply Geographic Knowledge and Reasoning ELA.3 Compose Evidence-based Arguments ELA.4 Write Informative Text
7th	Humanism: Renaissance, Reformation, Exploration	SS.1 Analyze Events SS.2 Analyze People and Perspectives ELA.3 Compose Evidence-based Arguments VA.1 Create Art VA.2 Present Art VA.3 Evaluate Art
7th	Enlightenment & Industrial Revolution	SS.1 Analyze Events SS.2 Analyze People and Perspectives ELA.4 Write Informative Text
7th	Imperialism & WWI	SS.1 Analyze Events SS.2 Analyze People and Perspectives ELA.4 Write Informative Text
7th	WWII, Genocide and Cold War	SS.1 Analyze Events SS.2 Analyze People and Perspectives

		ELA.4 Write Informative Text
8th	Intro to Geography, USA, Canada	SS.1 Analyze Events SS.4 Apply Geographic Knowledge and Reasoning ELA.3 Compose Evidence-based Argument
8th	Central America, South America, Western Europe	SS.1 Analyze Events SS.4 Apply Geographic Knowledge and Reasoning ELA.3 Compose Evidence-based Arguments ELA.4 Write Informative Text

Electives

Students will have the opportunity to explore elective areas of interest both in their academic studios and in their Mentor time. Students will be able to choose their elective area of interest (e.g., art, music, theater, coding, engineering) and with the support of their mentors, design passion projects in their chosen area. Each year, students will also engage in a community service project aligned to the SS.3 Make an Impact competency that also aligns to their ELA studio and will be supported by their Mentor.

Context

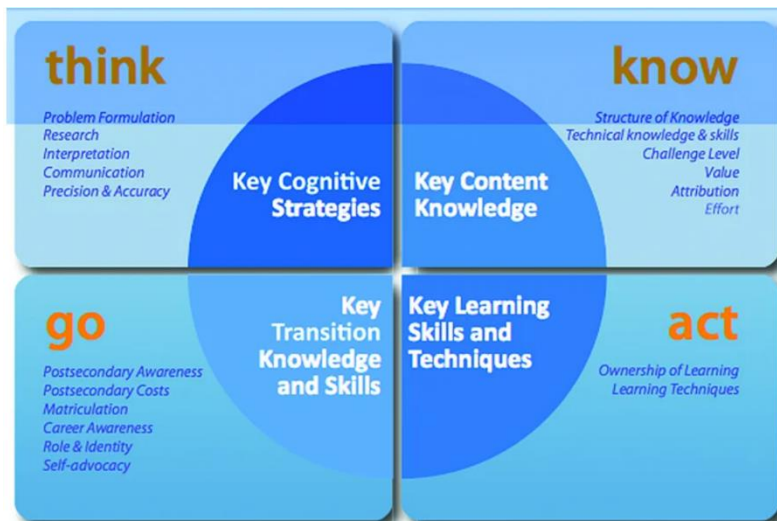
The M2 Sports Academy school culture and climate will embrace a model of mastery/competency-based learning while operating in sports performance and multi-court facilities in the Treasure Valley. For several years, the SDE has been working to implement innovative models of learning into the fabric of the various communities. M2 Sports Academy will recruit teachers and school leaders in the development of a 21st century model of instruction from middle school to high school. This will be done with the notion that these incubators of innovation could then be replicated throughout the region and state. The organizational structure will be led by the school's Board of Directors and Founder/Executive Director Donell McNeal. Day-to-day operations will be led by the Director of Sports Performance and the Director of Academics. The staff at M2 Sports Academy will be based on a full-time equivalency (FTE) of at least 1.0 regular education content specialist teachers in a combination of full-and part-time work status roles. The general education staff will be supported in the classroom setting with a special education teacher. The school will contain either one or two special education paraprofessionals to support special education students with their academic or behavioral needs based on the service time specified on their IEPs. The M2 Sports Academy organization will be staffed with one full-time counselor who will manage the Section 504 accommodation plans.

Within the school, the “flex model” will be used. Research describes the flex model as: *“Students move on an individually customized, fluid schedule. The teacher of record is on-site, and students learn mostly on the brick-and-mortar campus, except for any homework assignments. The teacher of record or other adults provide face-to-face support on a flexible and adaptive as-needed basis through activities such as small-group instruction, group projects, and individual tutoring. Some implementations have substantial face-to-face support, whereas others have minimal support. For example, some flex models may have face-to-face certified teachers who supplement the online learning daily, whereas others may provide little face-to-face enrichment. Still others may have different staffing combinations (Maxwell, 2016)”*.

As new learning environments evolve, building and facility characteristics will be modified to meet the needs of learners. Examples can already be seen in the “academic center” (open spaces for collaborative work) and classroom/learning space redesign through flexible-type furniture.

College and Career Pathway and Partnerships

As M2 Sports Academy has been working to align school goals and objectives to Conley’s (2012) *College and Career Readiness framework*, we have begun to look at how time and resources could be invested in the “transition knowledge” category of the framework (see “Four Keys” diagram below).



Through this process M2 Sports Academy has aligned assessments to this framework. One such alignment measure is the culminating performance assessment that students complete each year - the “Passion Project”. This assessment is rooted in career and college readiness focus. This project will ultimately be a portfolio presentation of their career plans, applications completed, and development and accomplishment of goals toward a chosen career. In part, because of the passion project’s change of focus, the entire K-12 system is moving toward alignment with C&CR. M2 Sports Academy is currently developing career exploration, visitation, planning, and preparation processes which will be enhanced through the mastery learning and

blended-flex model. M2 Sports Academy will be a leader in the state in the development of partnerships between athletics, business, industry, and postsecondary institutions.

Non-Academic Competency Development

M2 Sports Academy's *career and college readiness* framework developed by Conley (2012) places equal emphasis on student non-academic competencies, or as Carol Dweck (2006) names them "mindsets". Since what we teach student-athletes (academic competency) is so intertwined with the "mindset" (non-academic competency) our students will have, it is difficult to separate them. M2 Sports Academy will focus on fostering student ownership of their learning through increased individual control over the time, place, path, and pace of their learning. The use of the "flex model" of blended learning will enable a variety of student-centered and mentor (teacher) led instructional designs targeted on students learning subject matter deeply while developing cognitive flexibility through use of subject matter in real and non-routine ways. The focus of mentor/student time will move from presentation of material to the development of career and college goals, while making the connection between school and students' lives. The building of "student ownership" will be facilitated by using learned content in authentic and meaningful ways.

To build perseverance and a growth mindset, students will be challenged to work both independently and collaboratively to solve real-world problems within their courses. Using the Idaho Standards as a starting point, M2 Sports Academy will integrate vetted competency-based courses within the SLATE learning platform and content to enable teachers to impart authentic and collaborative lessons during their in-class time. The mastery model that M2 Sports Academy is developing will enable the flexibility teachers and students need to maintain a focus on *relevance* of the material. Students and teachers will work together to connect the subject matter to the real world through career exploration and discussion of relevance. This continued focus on "why" students would need to know curricular information will naturally lead to students seeing how the information fits into their own lives; matching the current social constructivist theory of learning where students learn concepts and material by actively working with it and fitting it into their personal lives in the context of the community in which they live.

The use of the 1:1 laptop device mandates the development of 21st Century technology skills as essential. As students use their digital learning tools to interact with the M2 Learning platform they will be learning these much-needed skills. As research within "best practice" has shown, students and teachers will manage and manipulate files, communicate through electronic methods, seek and learn information through digital technologies, while taking assessments and receiving feedback continuously anytime, anyplace. Additionally, we value not only encouraging students to seek information but also will promote for students to create and innovate (Modification and Redefinition according to the SAMR Model).

Students will be given greater control over their time, pace, and path but will need to develop greater time management skills. These skills will be taught and nurtured through the student-mentor relationships. The development of these time management skills - as well as the

increased student “choice” in subject matter and when to engage in it - will ultimately lead to increases in student *ownership of learning*. Building intrinsic motivation is essential for students to be career and college ready and it is our belief that many aspects of the traditional school system are the cause of this decrease in ownership. Motivation is nurtured when individuals engage in tasks with “purpose” and “autonomy”, and when they can feel success or achieve “mastery”. M2 Sports Academy adds one more essential to this list- “connection”. Collaboration is a key component of M2 Sports Academy’s mastery learning model. This collaboration can be on-campus, can be associated with businesses or other external audiences, or even from remote locations as enabled by digital technology tools such as Microsoft Teams, Zoom, or Google Hangout. Allowing students choice, enabling them to feel successful on performance assessments that are meaningful, and having them work with either their peers or within their communities is the recipe for developing motivated learners.

Curriculum

M2 Sports Academy’s Learning Collaboration

The role of authentic and high-impact instruction curriculum in a blended-learning environment is the foundation of the makeup of M2 Sports Academy’s competency-based courses. The flexibility inherent in the M2 Sports Academy learning platform, combined with increased student choice of time, place, path, and pace in the *flex* model ensures that students will have the ability to pursue individual interests. The Postsecondary Workforce Readiness Working Group highlighted the necessity for both relevance and rigor as summarized in the following statement: “rigorous coursework is intellectually demanding coursework that engages students in the essential core knowledge and skills of a discipline and contains appropriately sophisticated content”. Research highlights that the relevance of curriculum is highly dependent on “place”. Empowering teachers to focus on the development of *authentic* lessons which connect to the community and the students’ lives is essential to the chosen subject matter therefore plays a vital role. Research defines authentic-type curriculum as those that provide students the opportunity to:

1. Use higher-order thinking such as research, inquiry, and problem-solving
2. Build a depth of knowledge by using less content in *higher impact* ways
3. Make the connection of material to the real-world an integral part of *every* lesson
4. Ensuring that students can *discuss* how the learned materials fit into their own experiences and lives
5. Mentors and peers provide adequate support of student achievement

The use of the M2 Sports Academy’s learning management platform facilitated through SLATE (learning management system), will allow teachers to integrate rigorous content. Research on blended and mastery learning has indicated, there must be a connection between the online content and the in-class, hands-on activities. Teachers will then be empowered to focus their “brick-and-mortar” or on campus time on high-impact and authentic instructional techniques integrating the subject matter and materials from within the M2 Sports Academy learning platform. Additional research shows that for students to truly acquire the skills to ensure they are career and college ready; they need to be active participants in the learning process

including choice in *what* they learn. With M2 Sports Academy's shift in teacher/mentor time moving from presentation of subject matter to providing high impact experiences through authentic and real-world application, the M2 Sports Academy student learning experience targets the notion that teachers will partner with students to develop relevant experiences. With the 1:1 computer model, each student has access to the world beyond the classroom walls and can bring this powerful motivator into their learning experiences.

Student-athletes in grades 6-8 will maintain the same mentor teacher throughout their time at M2 Sports Academy. They will also have the same core teacher in Math, English Language Arts, Science and Social Studies for up to three consecutive years depending on when they enroll in M2 Sports Academy. This consistency allows teachers to understand the vertical alignment of the curriculum, details on each student-athlete's learning progress, and appropriate next steps to scaffold towards growth. This will increase learning time an extraordinary amount by eliminating the need for restart and transition that is necessary in the classroom each academic year. Teachers and student-athletes after the first year will become familiar with each other, understand routines and learning expectations, and will allow the establishment of ongoing relationships that are imperative to embodying the identity of lifelong learners. This will benefit student-athletes from a social emotional lens as well as an academic lens. Thus, ensuring student-athletes are on a path to high school success and beyond.

Educational Service Provider

Given the mission of M2 Sports Academy, to engage student-athletes through transformative mastery/competency-based education, the school has partnered with Building 21, an educational nonprofit that supports schools in their transition to mastery/competency-based personalized learning. The mission of Building 21 is to empower networks of learners to connect with their passion and build agency to impact their world. Building 21 offers a comprehensive Competency Framework for students, teachers, and leaders and works with schools to adapt the framework to meet the needs of their students and community. Building 21 also coaches and supports teachers and leaders in the change management process, implementation of the competency framework, instructional design of studios, and ongoing professional learning and goal setting aligned to Teacher and Leader Competencies. Being a part of Building 21's Learning Innovation Network also provides M2 Sports Academy with access to instructional resources across the network as well as opportunities to collaborate and problem solve with schools and leaders across the country.

School boards, policymakers, parents, and community members continue to grapple with the best way to measure our schools' success. "We need ways to accurately assess how our students and schools are performing over time. But none of the metrics currently in place accurately reflect an individual student's knowledge, skills, and mindsets — their ability to persevere through setbacks and failures, their ability to solve problems and think critically, their ability to manage tasks and deadlines, and their ability to set goals and seek support and resources to achieve them... (Moumoutjis, 2022)." Building 21 has built a comprehensive technology solution that allows schools to transparently track, monitor, and communicate progress and growth on the competencies to a variety of stakeholders. We will be utilizing

Building 21's student-centered competency tracking platform that allows learning to be rated and tracked across all learning experiences for every competency for every student. Building 21 will collaborate with M2 Sports Academy to design student-facing dashboards to effectively communicate progress and growth to students and families, as well as a suite of dashboards to support teachers and leaders in analyzing and interpreting data to inform instruction and evaluate the implementation of the M2 Sports Academy learning model. Explore the screenshots in the Appendix C to some of the dashboards Building 21 provides schools.

~~Given the mission of M2 Sports Academy, to engage student athletes through transformative mastery/competency-based education, the school has partnered with Building 21, a network of schools that share common competency practices and strategies focused on nurturing relationships, encouraging passion, and developing agency allows students to impact their today, their future, and the world around them. School boards, policymakers, parents, and community members continue to grapple with the best way to measure our schools' success. "We need ways to accurately assess how our students and schools are performing over time. But none of the metrics currently in place accurately reflect an individual student's knowledge, skills, and mindsets — their ability to persevere through setbacks and failures, their ability to solve problems and think critically, their ability to manage tasks and deadlines, and their ability to set goals and seek support and resources to achieve them... (Moumoutjis, 2022)". Studios are 6–10 week problem-based units culminating in students making an authentic impact in their school or community. Through a backwards design process, you can use our design templates to create meaningful, engaging, and competency-based learning experiences for your students. A performance task allows a student to demonstrate mastery of a specific competency. These guides are student-facing, and they are not specific to any topic area or subject. You can use these guides as a performance-based assessment for a competency, a culminating task for a unit or studio, or within a library of tasks students can complete independently. A learning activity helps a student learn a specific skill within a competency or an indicator within a skill. You will find both guides and templates for learning activities. Guides are student-facing tools that help students learn the skill or indicator. Templates are used as the student is documenting their learning. Student-centered platforms and dashboards will help you transition to competency-based learning. Our unique platform is designed to help you easily report and track progress aligned to the competencies. Explore our resources to see how we support schools through both our platform and data dashboards.~~

Instructional Strategies for Student Learning

A variety of instructional strategies will be implemented within M2 Sports Academy's mastery/competency-based framework. M2 Sports Academy will focus on integrating strategies from Jim Knight's *High Impact Instruction*, John Hattie's *Visible Learning Instructional Strategies* and Robert Marzano's *High Reliability Schools Framework*. Teachers will continue to implement these in the mastery/competency-based learning environment.

These strategies include thinking prompts, effective questioning, skill development assessment, and cooperative learning. The flexibility inherent in the M2 Sports Academy learning platform, combined with increased student choice of time, place, path, and pace in the blended learning

flex model will also ensure that students will have the ability to pursue individual interests. Teachers focusing on the development of *authentic* lessons which connect to the community and the students' lives is essential. Teachers will focus their "brick-and mortar" or on-campus time on high-impact and authentic instructional techniques integrating the subject matter and materials from within the M2 Sports Academy learning platform.

Thinking prompts bridge the gap between the varying degrees of background knowledge and help strengthen personal connections and students' thoughts and views by provoking deeper thoughts and dialogue within the learning. In mastery learning, teachers build-in specific thinking prompts which stem from a variety of resources including relevant news articles, film clips, cartoons, photographs, works of art, problems, short stories, poems, and case law. Thinking prompts move learning forward in a differentiated way by meeting the learner where their knowledge base starts and extending the learning through dialogue and collaboration which turn the students' attention away from the teacher to something else, such as a film clip, a poem, or a newspaper column, that everyone can comment on equally, whether teacher or student. In addition to thinking prompts, planning, and implementing effective questions is critical to engaging students and checking understanding. Depending on the instructional goal, teachers will plan specific types of questions to engage students and check understanding. According to research, "open" questions create opportunities for discussion while differentiating instruction as the student can start at his or her own place of understanding and deepen thinking of big ideas through discussion and collaboration. Closed questions are a good way to check understanding of skills and knowledge.

Strategic planning of questioning in instruction in a blended setting is essential; (along with thinking prompts), as they are both strategies that increase engagement and understanding with students. Another way to increase engagement and check student understanding is through skill development assessment. Skill development assessment strategies as a whole tie-in well with mastery learning; it is a way to "identify learning needs and adjust teaching appropriately". Research states that blended learning is a way for students to essentially move at their own pace, in which a student may move ahead once a concept is mastered as well as slowing down when needed. Implementing skill development assessment within a blended environment allows teachers to know what students understand at strategic intervals and adjusting the instructional path when needed to differentiate for every student. Skill development assessment is a strategy that ensures learning and enables the student to progress without gaps in their learning.

Marrying the strategies of thinking prompts, effective questioning, and skill development assessment, "well-structured cooperative learning brings together students who are in different stages of understanding, and their conversations moves students along their zone of proximal development" (TeacherVisionStaff, 2021). Cooperative learning is an essential strategy in a blended learning environment as it ensures student engagement and gives students a differentiated learning opportunity in any well-structured cooperative learning situation. Cooperative learning is a way for students to develop their communication skills and the method prepares students for life after school in the workplace. Furthermore, cooperative

learning strategies are a more effective approach to learning through deeper understanding of concepts.

Assessment

Within M2 Sports Academy, assessment plays an integral role in how we plan for instruction and how we provide professional development for our teachers and staff. Curriculum standards include a variety of performance assessments. M2 Sports Academy encourages teachers and students to use skill development results to inform learning and adapt instruction to meet students' learning needs. Findings from that study indicate that teachers using KLT strategies structured more opportunities for student guided learning, students sought out one another as "instructional resources", teachers provided more feedback to students to inform learning, and to use information derived from skill development assessments to help individual students with their own learning needs. This program is important because within the M2 Sports Academy *learning experience*, teachers participate in professional development training led by teachers. Skill development within the M2 Sports Academy learning experience, focus on a skill development progression rated against performance level descriptors.

The SAMR (Substitution, Augmentation, Modification and Redefinition) model describes the marriage of educational practice with digital integration. The fundamental aspects of teaching and learning become "redefined" within this model. This enables teachers, students, and schools to create new tasks and to redefine old ones without altering the "fundamentals" of learning. Students and teachers can simultaneously monitor learning progress and modify approaches as needed using the collaboration tools, assessment tools, and presentation tools that technology offers. This ease of use puts student learning at the forefront through on-going skill development and summative assessment.

By using the M2 Learning Platform a variety of assessment data will be collected and kept providing ample evidence of student progress. Data points such as "productivity points", assignments and courses completed, and uploaded artifacts build what could be described as a student's learning portfolio. This portfolio becomes the evidence of learning and mastery which can be warehoused for the duration of our students' educational career. This powerful, yet simple concept becomes far superior to the current methods of evidence toward accountability which rely on "seat time", recorded grades, and simple and oftentimes single assessments as evidence. At any point our network, students, teachers, and parents can peruse a student's portfolio to see evidence that a student is progressing along the performance level descriptors.

The foundational piece to our *mastery learning* model of instruction is the student/mentor relationship. Regular "check-ins" with mentors will play a key role in ensuring that the continuous skill development assessment is followed by action, progress, and therefore high levels of learning. The integration of both the skill development assessment techniques described above, as well as the performance assessments will be monitored continuously to ensure that *all* students are learning at high levels. Students will be exposed to pre and post common assessments, student online portfolios, and evidence of growth on the performance

level descriptors. Key Performance Indicators such as Acheive3000, ISAT (interim block assessments), and SAT will be used to gauge student college and career readiness.

Psychology of Learning

In *Start With WHY*, Simon Sinek shows us that everyone finds their purpose and meaning in “why”. Often in schools, countless activities are assigned to students every day and students either want to know why they must do the assignment or why they are being asked to learn something. At M2 Sports Academy the aim is that every learning experience will be purpose driven where students will understand the “why”, and the purpose behind the learning and activities. Therefore, with every competency, there will be an “I can...” statement attached. As student-athletes begin the learning process they will work to create their personal “why” behind each lesson. This process is essential to student-athletes taking ownership of their learning. The final connection is that the “why” must be directly attached to the learning progressions listed in the performance level descriptors.

Productive Struggle

One of the key indicators of creating continuous skill development in a student-centered learning environment is understanding the role of productive struggle. Productive struggle builds resilience and fortitude. Creating expectations for students to be conscious of the learning process and their own problem-solving techniques build curiosity that connects learning intentions to learning outcomes or demonstration of learning. Four strategies for using productive struggle to enhance learning are retrieval, interleaving, spacing, and mindfulness.

Retrieval: Forgetting is surprisingly a vital part of learning—a by-product of the brain’s needs to prevent overload. Frequent practice tests force the retrieval of memories, telling the brain to make those signals more permanent. A great way to get students to learn is by asking them to practice answering problems or performing skills *before* reteaching lessons. Also, fill-in-the-blank, or short-answer questions are better than multiple-choice questions for retrieval, since open-ended questions force students to recall the information, instead of simply testing their ability to recognize correct answers.

Interleaving: To effectively use interleaving, it is important to not let students completely move on from previous learning. Utilizing discussion and questioning techniques from past lessons on current assessments help students deepen their learning. Whenever possible, asking students to use their long-term memory instead of solely relying on recent material. Students will “fail forward”, but these failures are productive because they build better roadmaps and processes in their thinking.

Spacing: Distributing practice evenly over time is one of the most helpful techniques for deepening learning. Because the brain can absorb only so much information at a time, students benefit more from frequent, shorter sessions than from longer ones. In fact, spacing saves time.

Research shows that students who space out their learning outperform students who try to learn in longer sessions, even if spacing results in less total time on task. You can use the concept of spacing by touching on important concepts multiple times a week in brief, regular sessions.

Mindfulness: Taking a few minutes to breathe and pay attention to the present moment is not just relaxing; it is also a skill. Research shows that regular mindfulness sessions can stimulate the production of myelin, increasing connectivity within the brain. Several available apps can help lead students in mindfulness sessions that can be as short as a few minutes. “As students engage with a task, they must be mindful about the strategy they employ and assess whether it is productive. When they find they are at a dead end, they must be willing to abandon one strategy for another. When students labor and struggle but continue to try to make sense of a problem, they are engaging in productive struggle (Conner, 2021).” Understanding productive struggle and its importance to learning is the most critical psychological component of the program. However, productive struggle can’t be taught in a silo. To embrace productive struggle, student-athletes must understand the difference between IQ and EQ.

When students enter school with low levels of IQ and EQ, they are firm in their belief that intelligence is static and that they do not have control over it. With the intentional teaching of the concept of productive struggle, student-athletes begin to embrace the metacognitive processes of learning and understand the role effort plays in maximizing learning. Student-athletes are taught how imbalance of mental energy and emotional intelligence formulate, and that the act of learning new material causes your brain to change and adapt. The understanding that this is a difficult process, helps student-athletes towards embracing a growth mindset, and embracing productive struggle.

As student-athletes move through the learning processions they are made aware that they will dip into productive struggle. This process is natural for everyone and if embraced will lead to successes in learning for all students. The final barrier to embracing productive struggle and working on moving to a growth mindset is the willingness to become vulnerable. Research defines vulnerability as “uncertainty, risk, and emotional exposure.” For a student-athlete that has come to the time in life where they are cultivating their identity, vulnerability requires attendance in a culture that fosters transformation and hope if the individual is able to thrive. When you take a risk in learning you must submit to a vulnerable state. When we look deeper into why a student-athlete lacks the ability to be vulnerable in the learning environment and have a fear of failure we understand that in many cases, negatively impacts their mental health.

Since hope is considered a cognitive function of positive psychology it must be a focus in schools to ensure that education creates an opportunity to have confidence in the school so that student-athletes are able to be vulnerable as they embrace learning. Student-athletes that understand hope and begin to trust again and work in an environment that fosters vulnerability as a superhighway to learning will naturally gravitate towards a growth mindset and embrace productive struggle.

To break these barriers to learning, a school must develop a culture that fosters failure as a road to success while teaching student-athletes to embrace vulnerability, create a level of trust in all student-athletes that will restore hope, and design authentic learning experiences that engage student-athletes in productive struggle. Once those barriers are broken a student-athlete's learning potential becomes exponential.

Three main focuses of Education must include literacy, leadership, and workforce readiness. When interviewing business leaders, the main question asked was, "What do you need employees to know to be successful in your environment?" The common themes included reading, comprehension, and executing instructions from basic instructional manuals. As well as understanding mathematics that are involved in their everyday technical skilled positions and the ability to take instruction, be punctual, and reliable.

Literacy: M2 Sports Academy will focus heavily on technical literacy. Student-athletes will focus on technical reading and writing using Achieve3000's Literacy program. "Research has shown that one of the best ways to help students gain literacy skills is to motivate them with content related to their interests." As students work through the integrated curricular approach, which is based on interest articles, articles are disseminated at each student's Lexile level. Student work will align with their interests, future goals, and current literacy level.

Technical reading and writing will be a catalyst for the curriculum at M2 Sports Academy. We know and understand that when student-athletes are interested in the material they study, ownership and engagement is higher. We also know that when working with students that are behind academically, it is most advantageous to spend adequate instructional and intervention time developing technical reading strategies and skills. Technical reading and writing as it relates to a student's chosen field will be a top priority in the academic curriculum that a student-athlete receives.

Leadership: M2 Sports Academy's system integrates leadership principles into all their programs. Student-athletes will be immersed in a culture where leadership is defined as "mastering oneself, for the benefit of developing others". Mentors, coaches, trainers, and teachers work together to create meaningful learning experiences that directly tie teaching and learning to athletics and athletics to the "real world". Mentors, coaches, and trainers, and teachers have access to best practice research for their content area. M2 Sports Academy will use two sets of competencies to measure and monitor a student's leadership development (i.e., Habits of Success and Personal Development Competencies). These competencies set the stage for personal accountability, self-reflection, and self-awareness.

Durability Skills: The culture of M2 Sports Academy and the expectations in academic areas and in the classroom, will be based on the Workforce Readiness Standards. Over the past six months, founder Donell McNeal found a resounding theme among all the students that he has worked with. The theme was that many young people do not know the work ethic expectations to put on themselves as well as the expectations in industry. Examples shared include communication, punctuality, and engagement in the task at hand. It is the goal of M2 Sports Academy to instill in each student-athlete the importance of being a dependable teammate and

ensuring that all student-athletes are fully aware of their athletic and academic skills. All student-athletes enrolled at M2 Sports Academy will be expected to maintain behaviors that agree with the workforce readiness skills. Skills that will be emphasized will include, attendance and punctuality, people skills, collaboration, and communication. M2 Sports Academy will operate on a traditional schedule for four days for all student-athletes, with the fifth day of the week designed for student-athletes that need to make up time, receive academic interventions, and work on their passion project. M2 Sports Academy will open with a dry breakfast option, lunch and a bussing zone options available for student-athletes four days a week. The major benefit of the four-day schedule (with the fifth day being designed for other opportunities) is that it allows teachers and student-athletes to participate in various activities to assess their personal, professional, academic, and athletic goals. Fridays will also be used for the integration of special programs for student-athletes through local partnerships. Examples of these opportunities include service learning, internships, college visits, and mentoring, just to name a few. This will allow student-athletes to work alongside industry professionals outside of the school.

Sport Competency

Student-athletes in grades 6-8 will utilize the M2 sport curriculum as it relates to their respective sport. This curriculum was designed by founder Donell McNeal in collaboration with coaches, trainers, and teachers. The curriculum focuses on building sport-specific skills by progressing through a set of competencies. The M2 sport curriculum was implemented to provide clarity regarding the expected skills to be identified as a developmental, competitive and/or elite student-athlete. Traditionally student-athletes rely heavily on their coaches to provide feedback regarding their skill development. For many athletes, the feedback regarding the learning progression of a skill is not timely and lacks clarity. Student-athletes will be met “where they are” in relation to their performance in the desired sport. Each sport will have a set of skills identified as foundational to reaching competency in sport performance. Student-athletes will then be provided with learning opportunities to build their sport specific skill. Student-athletes will receive progress reports on a weekly basis. Student-athletes will also have weekly mentor meetings where they review their ratings and goal set a plan of action to improve their skill set. Beyond learning about the physiology of body development in the learning process, student-athletes will also be challenged in, and assessed on, their ability to adapt to different situations, and their ability to problem solve in and out of the athletic setting. This focus will be primarily an intrapersonal focus that relates to one’s self-awareness, self-concept, and identity. Student-athletes will work on emotional regulation and empathy training as well as social support. Setting the stage for the concept that deep understanding of self cultivates an opportunity to deeply understand the world beyond ourselves. Student-athletes in grades 6-8 will be exposed to skills with the goal of developing mastery in their specific sport. Each sport has an identified set of competencies that will guide each athlete’s progression against the learning continuum. To start, M2 Sports Academy will offer opportunities for student-athletes to participate in volleyball and basketball training with the goal of offering other sports in the coming years. Student-athletes will work in groups based on their sport skill level. Students will be broken into three groups. The structure is designed with visible learning

research to accelerate their development while emphasizing the skills that are aligned with their goals and have been identified to be successful once they reach the high school level.

Basketball & Volleyball Competency

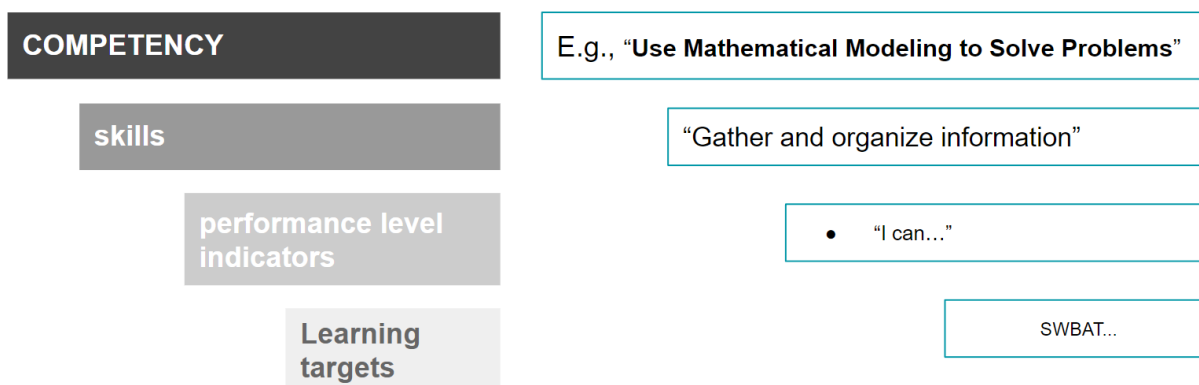
Our development-focused program has distinct skills and goals that must be met to move to the next level of development. This allows the program to get the most out of each individual as they master the foundational skill set at each level. The five basketball skills are shooting, dribbling, defense, rebounding, and passing. The five volleyball skills are passing, serving, hitting, setting, and blocking. Our coaches and trainers have created an exciting, fun, and challenging program that provides our student-athletes with the tools needed to maximize growth and to excel in competition. All student-athletes not only learn the physical fundamentals but are taught to be a student of the game with advanced techniques and tactics built into the program.

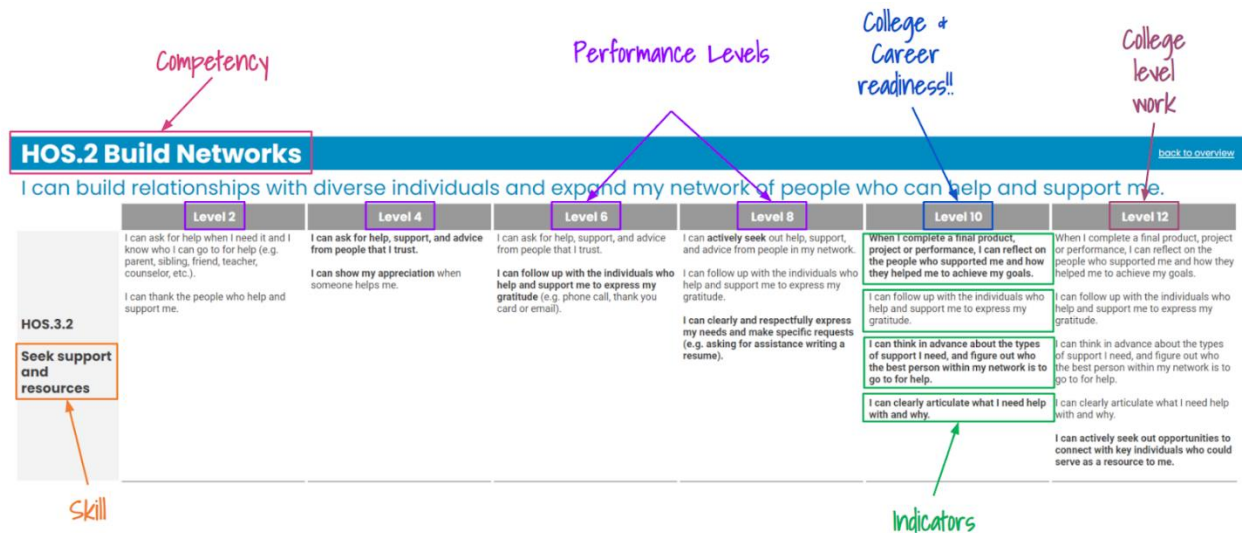
The program's multi-phased approach to student-athlete development includes individual evaluations, position-specific skill instruction and competition, making M2 Sports Academy a proven program for developing basketball and volleyball players of all ability levels.

1. Position-specific skill training
2. Basketball and volleyball IQ development
3. Competition and open runs to test what has been learned

Competency Continuum

All competency continua are structured the same. Each competency has a set of related skills or habits that are assessed. There are six performance levels that represent the skills' K-12 progression and under each level, there are indicators that describe what evidence looks like at that level.





Studio Instructional Model

LAUNCH

During the Launch, the goal is to hook students by engaging them in the problem frame. Your studio should always start by providing the “why” for students- why are we learning this and why is this relevant to me? Activities designed in the launch should create a shared understanding of the problem by accessing students’ prior knowledge and building the necessary background knowledge, vocabulary, and context they will need to engage in the content. Students should leave the Launch knowing which competencies they will be learning and what the culminating performance task is.

Ask yourself, how can I “hook” my students and get them engaged in this studio? What are the experiences and activities I can design to ensure students are prepared to begin investigating the problem?

INVESTIGATE

During the Investigate stage, the goal is to engage students in developing a deep understanding of the problem and related content while building the skills necessary to complete the Culminating Performance Assessment. In this section, you will plan each Milestone by developing the individual Stepping Stones necessary to build both content knowledge and skills. You can also embed experiences that help students connect the studio to the identified career field or cluster.

CREATE

Throughout the Create stage, you will give students the opportunity to demonstrate their learning through performance-based assessments. After a skill or series of skills is learned, students will complete a performance task that demonstrates both their mastery of

competencies as well as their understanding of the essential content. A studio may have multiple performance tasks leading up to the culminating performance task. Students should be given meaningful choice in how they demonstrate their learning.

REVISE

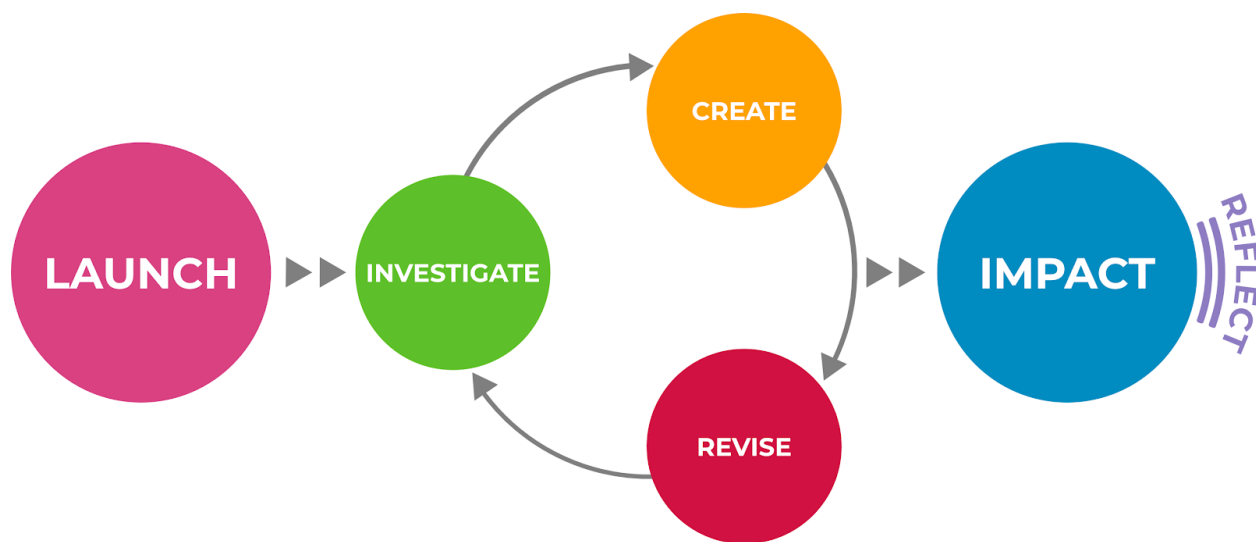
The Revise stage happens throughout the Create stage. It is essential in a competency model to provide students with multiple opportunities for feedback and revision to show progress and growth. Opportunities should include continua-based self-assessment, peer feedback, and teacher feedback. You should plan for at least one revision cycle for each performance task.

IMPACT

In the Impact stage, students apply their learning in an authentic way. Students are able to connect what they learned to how it applies to solving problems in the real world. Some examples of how students can apply their learning to make an impact are by implementing their action plan, publishing their editorial or narrative, displaying their artwork, presenting at a board meeting or town hall, building their design, creating their product, holding a performance, etc.

REFLECT

The Reflect stage happens at the end of every studio and time should be set aside for students to engage in a reflection process. This process will help students reflect on their learning, new understandings, or perspectives they have gained; their intended impact and whether or not it was achieved; as well as their personal growth and competency/skill growth. They can also reflect on the studio and give feedback to the teacher about what went well and what could be changed or revised to better meet the needs of each learner.



Schedule

All student-athletes will start their day with their mentor, where they will engage in the restorative circles that will set them on a path to appreciate the importance of starting each day with a clear focus on goal progression, centering oneself emotionally, physically, mentally, and the role that being present plays in transitioning from one environment to another (i.e. from home to school, school to practice, practice to training, training to family, etc.). In addition to the Restorative Practices processes during the morning block of instruction; student-athletes will prepare their bodies through dynamic warmups, stretching, breathing, and visualization exercises for the day.

During the second block of the day, student-athletes will move to sport specific training including but not limited to fundamental skill development, weight training, and speed & agility. Because both sports involve similar body movements, we will be purchasing state of the art equipment to allow the athletes to see significant physical gains that correlate directly to their sport of choice. Student-athletes will participate in each exploratory class for 1/8th of the school year. Student-athletes will have a period for lunch which will allow students who are dual enrolled to transit back to their home school. After lunch, student-athletes will check in and review their progress from their morning block and reflect on the morning sessions.

Student-athletes will then move to the academic learning center. During this time, each group of student-athletes will be engaged by their mentor teacher who will review the learning target for the day/week as it aligns to the HOS and PD competencies. Student-athletes will move through a four period (45 minutes each) schedule where they will move through M2 Sport Academy's instructional framework **which is in line and similar to the middle school bell schedule for students in West Ada School District**. Student-athletes will engage in different learning modalities (lecture learning, independent work, guided instruction, one on one support, or small group instruction) during this two-and-a-half-hour block. Each of these options will be tailored to what the student-athletes need each day, and it will be pre-scheduled from the evaluation of the student-athletes' progress the day before.

Student-athletes will end each day in a school-wide "celebration huddle". Students and staff members will highlight and acknowledge an individual's effort or progress toward mastery in relation to the various sets of competencies (i.e., sport, academic, Habits of Success, and Personal Development).

(Times are not exact)

MONDAY-THURSDAY	BASKETBALL (MORNING)
7:15-7:45	MENTORING/SEL/LEADERSHIP (ADVISORY)
7:45-8:15	STRETCH/DYNAMIC WARM UP
8:15-10:45	SPORT FUNDAMENTALS
	SPORT SKILL DEVELOPMENT

	RECOVERY/INJURY PREVENTION
10:45-11:30	LUNCH
11:30-12:15	MATH
12:15-1:00	SCIENCE
1:00-1:45	ENGLISH
1:45-2:30	SOCIAL STUDIES
2:30-2:45	SCHOOLWIDE TEAM HUDDLE
MONDAY-THURSDAY	VOLLEYBALL (AFTERNOON)
7:15-7:45	MENTORING/SEL/LEADERSHIP (ADVISORY)
7:45-8:30	MATH
8:30-9:15	SCIENCE
9:15-10:00	ENGLISH
10:00-10:45	SOCIAL STUDIES
10:45-11:30	LUNCH
11:30-12:00	STRETCH/DYNAMIC WARM UP
12:00-2:30	FUNDAMENTALS
	SPORT SKILL DEVELOPMENT
	RECOVERY/INJURY PREVENTION
2:30-2:45	SCHOOLWIDE TEAM HUDDLE

Focus Friday

Staff members will participate in professional development on Fridays. Teachers will ensure that student-athletes are making adequate progress in all their courses. One of the most important professional skills for our staff to possess is the ability to systematically track the process of our students, analyze data, and provide feedback to students in a timely, efficient manner. Students will spend Focus Friday working on their assignments independently. There will be at least one staff member available virtually for students who need extra support. Students will also have tasks to complete in the community according to their selected "Passion Project" which will encompass Career Technical Education through standard and competency alignment.

Student-Athlete Outcomes

In developing student-athlete outcomes, the M2 Sports Academy founder researched physical education and collegiate athletic standards, attended varying youth sporting events, and consulted with leading sport experts to determine measures that aligned with the mission of M2 Sports Academy on an athletic level and to align rigorous meaningful goals with the whole student-athlete goals of M2 Sports Academy. We also consulted with prominent figures in the competency-based education space, including Thomas Gaffey, Chief Technologist of Building 21, a network dedicated to supporting CBE throughout the county.

Through purposeful instruction student-athletes will take responsibility for leading their own lives and studying a career track that may include vocational and college paths or a combination thereof. By owning their educational pathway, student-athletes will become contributing members of their community and local economy upon graduation. We are confident that our measures will be strong predictors of a student-athlete's ability to become successful in high school, college, and career. Careful consideration has been taken to ensure that the goals of M2 Sports Academy are balanced, rigorous, and in-line with the mission of M2 Sports Academy. M2 Sports Academy intends to measure the most important elements of their program with the intent of showing that student-athletes, when given the right environment and meaningful instruction, are successful well beyond their participation in sport due to the many transferable skills embedded into the various systems. Academically M2 Sports Academy believes that student-athletes must be assessed on a regular basis, however the assessments must be quick and used to inform their day-to-day instruction. M2 Sports Academy will utilize Achieve3000's Math and Reading Level Set assessments as a benchmark measure for all student-athletes. Student-athletes will meet and exceed typical growth goals for students due to their commitment to self and understanding of how current decisions play a significant role in long term success.

Additionally, the founder of M2 Sports Academy believes that M2 Sports Academy will set student-athletes on track to become contributing members of their community. Indicators of their readiness for this goal include progression on the continuum with the goal of all students leaving with level 12 ratings on the academic, non-academic, and athletic competencies. M2 Sports Academy will create measures and track all student-athlete's ratings in each area.

Plan for Serving All Student-Athletes

M2 Sports Academy recognizes the individual learning quest of each student-athlete and supports the rights of each student-athlete in his or her journey. M2 Sports Academy will serve all student-athletes with different cognitive abilities. This will include English Language Learners (ELL), student-athletes with intellectual and physical disabilities, and Gifted and Talented Learners and students that meet the at-risk criteria as set forth by IDAPA code. Each student-athlete will receive equal access to educational opportunities; no student-athlete shall be excluded from M2 Sports Academy or referred to surrounding schools due to unique needs.

Special Education

M2 Sports Academy intends to hire a special education teacher dedicated to special education needs in its first year. M2 Sports Academy will implement best practice, research-based special education curriculum, and instructional materials specific to each student-athlete's needs.

M2 Sports Academy's Board of Directors will adopt the 2016 Idaho Special Education Manual with all subsequent revisions. Special education policies and procedures will be developed and implemented in accordance with the mandates of the Individuals with Disabilities Education Act (IDEA), other federal laws, and Idaho state laws. The Idaho Special Education manual will also be used for identifying, evaluating, programming, developing Individual Education Plans (IEP), planning services, discipline, budgeting, and providing transportation for special needs student-athletes, as necessary.

M2 Sports Academy will plan and budget to hire or contract with a highly qualified special education teacher who meets Idaho state requirements. M2 Sports Academy will sublease physical facilities that are truly accessible to permit access to student-athletes with disabilities. All special education personnel will be selected, hired, trained, and in the classroom by the first day of the school year.

M2 Sports Academy will establish and put forth an ongoing Child Find system to locate, identify, and evaluate student-athletes suspected of having a disability and who may need special education, regardless of the severity of the disability. The Child Find system will similarly serve to increase public awareness of special education programs and to advise the public of the rights of student-athletes. This will be done through newsletters and emails sent home, available information on the school's website, registration materials, and throughout social media.

1. M2 Sports Academy will follow the three-step process as outlined in the Idaho Special Education Manual to determine whether a student-athlete requires special education services.
2. The school will locate student-athletes by establishing and implementing an ongoing Child Find system, which will include referrals by parents, school staff, etc. An individual will be appointed to coordinate the development, revision, implementation, and documentation of the Child Find system.
3. M2 Sports Academy's Child Find system will publicize and ensure that staff and constituents are informed of the availability of special education services through information included in staff orientation, on the school's website, and in registration materials.
4. M2 Sports Academy will conduct a thorough and comprehensive evaluation for student-athletes referred to determine if the student-athlete qualifies for special education services under the Individuals with Disabilities Act. M2 Sports Academy will adhere to the guidelines and timelines outlined in the Individuals with Disabilities Act and the Idaho Special Education Manual.

As outlined in the Idaho Special Education Manual, an evaluation team, which includes (at a minimum) a special education teacher, a general education teacher, an administrative representative, the student when appropriate and the parent and/or adult student, will review the information from the comprehensive evaluation to determine the student's eligibility for special education. These sources include, but are not limited to, general education interventions, formal and informal assessments, and progress in the general curriculum; and they will also include all referrals by parents and/or other adults including teachers, counselors, or other school professionals as outlined in the Idaho Special Education Manual.

MTSS (Multi-Tiered Systems of Support)

M2 Sports Academy will develop a referral process to MTSS. The process will include meeting with teachers, administrators, and educational specialists to problem-solve for student-athletes identified as needing to go through the MTSS process. The team will use a problem-solving process, which includes parental input, to plan accommodations and interventions within the general education classroom to ensure that referrals of student-athletes to be considered for special education evaluation are appropriate. Data will be used to evaluate the effectiveness of alternative strategies and interventions. The student-athlete's linguistic and cultural backgrounds will be considered in identifying needs and appropriate strategies. Following the problem-solving process, student-athletes suspected of having a disability will be referred to be considered for special education services.

Discipline

M2 Sports Academy will use evidence-based, restorative practices and curricula when working with student-athletes with disabilities who need supplemental or replacement curricula. M2 Sports Academy will follow the guidelines provided by the IDEA and Idaho Special Education Manual regarding the disciplining of a student-athlete protected under the IDEA. This will include the consideration of a Functional Behavior Assessment and subsequent Behavior Intervention Plan when the special-education multi-disciplinary team identifies that the behavior of the student-athlete impacts his or her learning or the learning of others. When the Behavior Intervention Plan is required, it will be developed with Positive Behavior Interventions and Supports. If the IEP team determines that such services are needed, they must be included in the IEP and must be implemented.

As part of the restorative practices' curriculum, M2 Sports Academy is partnering with a sports psychologist for mental wellness. All student-athletes (including those with disabilities) will have access to a sports psychologist for all mental health needs. Traditionally, a school counselor must focus on scheduling, testing, and college/career counseling. Rarely do they focus on mental wellness. When working with athletes, it is important to have support in place that can work proactively to help a student-athlete be successful in the school setting when mental wellness is a barrier for that student-athlete due to the sheer volume and speed of their lives.

Gifted and Talented

M2 Sports Academy will identify student-athletes possessing high-performing capabilities in specific academic, intellectual, leadership, creativity, and visual/performing arts talent areas pursuant to Idaho Code 33-2003. The identification in each area will be by a variety of assessments outlined in The Best Practices Manual for Idaho Gifted/Talented Programs. Once identified, M2 Sports Academy will implement a modification of curriculum to provide a challenging educational experience.

English Language Learners (ELL)

M2 Sports Academy will apply the federal definition of English Language Learner (ELLs) as defined by Title III and IX of the ESEA. The school will use a home-language survey upon student-athlete's enrollment. The eligibility criteria (listed below) will be used for a Home Language Survey to identify the primary home language other than English. Student-athletes for whom English is a second language will be assessed using the ELL placement test. It is M2 Sports Academy's goal to help student-athletes reach English proficiency in reading, writing, speaking, and listening. To accomplish this, English Language Learner student-athletes will take the ELL placement test upon registering, and parents will need to choose whether their child will participate in services. If the child enters the ELL program, an Educational Learning Plan (ELP) including curriculum, teaching strategies, academic goals, and assessment accommodations will be developed. ELP will be overseen by teachers certified in bilingual education. Due to the personalized nature of M2 Sports Academy's academic programming, student-athletes will be supported across the curriculum. M2 Sports Academy's ELL student-athletes will use curriculum such as the Sheltered Instructional Observation Protocol and other EL instructional approaches. Additional ELL services may be provided on site or contracted out, depending on need.

Relevant Idaho English Language Proficiency Assessment will be used to monitor student-athlete growth. Student-athletes who meet state recommended levels of proficiency on the Idaho English Language Proficiency Assessment or other assessments will be exited from the ELL program. Additionally, the program will be evaluated based on collected data and trends. It will be revised, as necessary. Evaluation of the program will be based on tracking data on swiftness of intervention, type of intervention, and comparison with peers for student-athlete improvement; availability of resources; staff training; and viable sources of assistance.

The following is the ELL program eligibility criteria:

1. Registration forms given to every student-athlete will include the mandatory questions to identify possible ELL student-athletes.
2. Administration from M2 Sports Academy will review the surveys and determine whether a student-athlete may be an ELL student.
3. If the survey comes back indicating that a student-athlete may be an ELL, the student-athlete will be given an English language proficiency screener test within 30 days of

registration or within two weeks of entry into the school. This test will be administered by one of M2 Sports Academy's staff members.

4. If the student-athlete tests less than proficient on the English language proficiency test, then a letter will go home to the parents indicating that their child was identified as needing specific English language services. The parents will be given the opportunity to waive the services, if desired.

If the parent does not waive the limited English proficiency services for their child, the student-athlete will be placed in a program of high-quality language instruction, including:

1. Skill development assessments of phonological processing, letter knowledge, and word and text reading.
2. Focused, intensive small-group reading interventions for at-risk student-athletes that include phonological awareness, phonics, reading fluency, vocabulary, and comprehension.
3. High-quality vocabulary instruction throughout the school day with essential content words taught in-depth.
4. An annual summative assessment for English Language Proficiency for all identified ELL student-athletes will take place during the spring of each school year. Based on the student-athlete score in the spring assessment, student-athletes will continue in the ELL program for the following year or exit (with monitoring).

Section 504

Any student-athlete attending M2 Sports Academy is entitled to Section 504 Accommodation Plan if he or she has been identified and the evaluation shows that the individual has a mental or physical impairment that substantially limits one or more major life activities. This determination is made by a team of knowledgeable individuals, including the student-athlete's parents who are familiar with the student-athlete and his or her disability. Section 504 processes are not Special Education. The school counselor will be the coordinator of the 504 processes at M2 Sports Academy.

Section 504 responsibilities:

Student-athlete and Parent/Guardian:

1. Be involved in suggesting accommodations
2. Participate in Section 504 meetings
3. Benefit from the accommodations
4. School Administrator, Counselor, Certified, and Classified Staff:
5. Conduct non-discriminatory practices in classrooms
6. Refer, identify, and evaluate student-athletes as appropriate
7. Encourage parental involvement
8. Develop and implement program modifications and accommodations
9. Coordinate Section 504 processes and training
10. Provide staff and parent training
11. Manage Section 504 grievance procedures
12. Help conduct the self-evaluation

School Board of Directors:

1. Provide written notice to parents, student-athletes, school personnel, and community members of the name and contact information of the 504 Coordinator
2. Understand all civil rights laws
3. Develop grievance procedures
4. Develop 504 hearing procedures

Professional Development Plan

M2 Sports Academy's success depends on a highly trained staff that has expertise in several areas beyond their traditional classroom/subject area training. Each teacher will receive professional development in competency-based education, deep learning pedagogy, athletic training, Workforce Readiness Standards, development of integrated curriculum with sport themes, and best practices as outlined by John Hattie. All teachers will also be trained in using the student-athletes' individualized Personal Learning Plan (PLP) to ensure all student-athletes reach their potential and are not held back by the limitations of time in the classroom or their current abilities.

To keep costs down, and professional development high quality, M2 Sports Academy will use a "train the trainer" model. This model will be implemented every Friday. Founder Donell McNeal is an experienced educator that understands how to lead professional development. In the initial years he will be the local expert that creates leadership teams to become new trainers. Experts will be created in all areas of importance within the staff at M2 Sports Academy. This will empower the staff to create systems that are engaging and meaningful to M2 Sports Academy's system. All professional development will be designed to meet the needs of staff and student-athletes. The professional development model designed for M2 Sports Academy will be a collaborative effort with student-athletes and teachers providing feedback regarding improvement areas for all stakeholders. Teachers will be trained in groups, often during live instructional time with the student-athletes becoming a part of the training.

Competency-based education is simply flexibility in awarding credit or defined as an alternative to the Carnegie unit. Teachers will work in Professional Learning Communities with their school teams to develop unique, fun, engaging theme-based units of study in each curricula area. This work will begin before the first day of school and will continue to be built and revised throughout the school year. As teachers become more proficient in assessing competency skill levels as they relate to the performance level descriptors, we will continue to revisit and revise our documents to ensure that student-athletes are reaching their maximum potential. Michael Fullan's Deep Learning Pedagogy will be taught by our teachers in tandem with defining the culture of our building and our expectations for student-athletes. Deep Learning Pedagogy includes collaboration, critical thinking & problem solving, community, creativity, citizenship, and communication. Staff will be trained on integrating deep learning competencies in lessons and everyday classroom interactions. Staff will also be trained on assessing through rubrics and measuring a student-athlete's level of performance in four of the deep learning

competencies. Collaboration, critical thinking, creativity, and communication skills will all be assessed as part of a student-athlete's senior exit presentation.

Sport specific trainers and coaches will be an integral part of the professional development plan for M2 Sports Academy. As we implement our integrated approach to learning with the foundation being the technical subjects, we will build professional learning community's that center around industry experts. Sport specific trainers and coaches coming to M2 Sports Academy from numerous professional backgrounds have not typically been traditionally trained in teaching and learning. M2 Sports Academy is prepared to implement training and coaching in pedagogy and best practices as it relates to classroom management, skill development assessment and effective efficient planning to maximize student-athlete's potential. On a reciprocal note, traditionally trained teachers need additional training in the needs of our student-athletes in a technological society and the application of content to relevant, holistic competencies. This work will be an ongoing process at M2 Sports Academy to ensure we maintain a culture of collaboration and high expectations that emphasize all staff working together for the betterment of all student-athletes. Sport specific trainers and coaches will also participate in training offered by the high-level athletic institutions and organizations, and work with the executive director to ensure they are remaining current in the evolving world of sport.

Visible learning and the research of John Hattie will be the driving force for the remainder of our professional development. The goal of M2 Sports Academy is for student-athletes to take ownership of their educational journey. John Hattie outlines best practices for staff and student-athletes so that student-athletes will take control of their education. Throughout this charter many of our systems are designed around that thinking. John Hattie's work will be implemented when teachers are ready to engage in advanced teaching practices that yield the highest success for student-athlete achievement. Before the opening of M2 Sports Academy, teachers will become experts in providing feedback aligned to competencies, staff/student communication and the importance of adult credibility. All three of these items have a strong correlation with student-athlete success in the classroom and they will be the focus for training in the first year of operations along with the previously mentioned training.

To ensure that M2 Sports Academy is ready for full academic operation upon opening in August of 2023, core content teachers will be hired early and receive training on the mission, vision, and academic components of the program. Core teachers will be responsible, with help from the administration to train teachers and continue the development of curriculum throughout the school year.

M2 Sports Academy will align with the Danielson Framework, and the work of John Hattie to develop a teacher evaluation tool that is focused on the growth and development of staff. The goal of this is to ensure that learning is visible, and the student-athlete is taking ownership of their learning. Teachers are activators and student-athletes are learners. Our evaluation tool will reflect our mission to ensure that student-athletes are taking an active role in owning their educational journey. The tool will be based on research that is in this charter petition and best

practices for student-athletes. Sport specific trainers and coaches will also be assessed according to the Danielson Framework. The focus will be on domains 1 (planning and preparation) and 4 (professional responsibilities) whereas the focus for the core teachers will be on domains 2 (classroom environment) and 3 (teaching and learning).

Particularly important to the success of M2 Sports Academy, professional development will focus on culture and curriculum. The four-day traditional week with the fifth day being focused on PD and student support, will allow staff ample time to ensure that the integrated curriculum design is meeting the mission and goals of the student-athletes. Teachers will also utilize the fifth day to analyze student-athlete data which affords them time to adjust instruction efficiently and effectively when student-athletes are not meeting targets. Additionally, teachers will use this time to enhance the curricular platform to ensure its fidelity to the integration of the state standards, athletic competencies, and the non-academic competencies. Teachers will also utilize their learning time on the fifth day to ensure that the curriculum is aligned with competency-based education best practices. Administration will ensure that every Friday is dedicated to professional development.

Financial & Facilities Plan

Fiscal Philosophy and Spending Priorities

It is our philosophy that we maximize each dollar that M2 Sports Academy will receive to maximize the learning experience for all student-athletes. To do this we plan on allocating a significant amount of our budget to staffing. A passionate experienced staff that is committed to educating student-athletes is the catalyst to M2's success. M2 Sports Academy believes that student-athletes must have access to state-of-the-art sports development equipment. M2 Sports Academy also believes that learning must occur outside of the school day. As we develop our programs, additional resources will be allocated to offset off campus learning opportunities for student-athletes. Due to the nature of M2 Sports Academy we will allocate a percentage of our budget for these endeavors. It is important to have a building that meets the minimal requirements of high-level sport performance facilities.

M2 Sports Academy will operate on a four-day traditional schedule with the fifth day being designed for student-athlete enrichment and professional development for teachers. This model allows incredible opportunities for academic support while at the same time creating a budget that compensates teachers well and helps to maintain programs that meet the needs of all student-athletes through the enrichment and intervention opportunities.

Transportation

M2 Sports Academy will offer transportation services for student-athletes from the initial opening of the school for student-athletes in the primary attendance area in accordance with Idaho code 33-1501-1514. Our priority is to ensure that a lack of transportation will not affect potential student-athletes for whom transportation may be a barrier for attendance. These services will be contracted out to a third

party. At the appropriate time, M2 Sports Academy will follow the transportation bidding process as per Idaho Code.

M2 Sports Academy has been in contact with a local busing company, and based on initial estimates, M2 Sports Academy can expect to pay in the approximate range of \$260 per bus per day for the first four hours of service (2 hours AM, 2 hours PM) based on 35 total miles per day. The estimated cost of additional miles is \$1.25 per mile. Based on actual driver sign-on and sign-off time. M2 Sports Academy expects to run bus zones the first year which will be determined once enrollment is solidified and add additional buses as needed with expansion.

The Board of Directors may approve additional transportation services, under its discretion, if fiscally viable under school budget. Transportation planning will be reconsidered yearly as dictated by student-athlete enrollment, the need and/or demand for transportation services, and financing.

Transportation for student-athletes with special needs will be provided in accordance with requirements of state and federal law. The service may be contracted following the transportation bidding process as per Idaho Code. Transportation for field trips, excursions, and extracurricular activities will be provided by the school through contracted services.

Food Service

One of the core principles in supporting student-athletes is the focus around building sustainable nutrition procedures. M2 Sports Academy will run food service for our student-athletes in accordance with federal requirements, beginning the first year of operation. As health, nutrition and food service is critical to the physical and academic well-being of student-athletes, M2 Sports is committed to offering food service that aligns with the National School Lunch Program. M2 will align its food service model after collegiate athletic programs. Student-athletes will be exuding a great deal of energy throughout the day, and it is imperative that each athlete has the resources to replenish the vital nutrients to maximize performance. Food service at M2 Sports Academy will either be contracted with another independent school in the area or outsourced to order healthy meals through one of the meal prep providers in the area.

Budget Description

Operating Budget

The Board of Directors will prepare and maintain a budget in accordance with the requirements set forth in Idaho Code 33-801, and the rules set forth by the Idaho State Board of Education. Projected budgets have been provided with M2 Sports Academy's charter petition, but a final budget will be presented at a public hearing in June of 2023 prior to the opening of M2 Sports Academy that fall. The budget will be delivered to the Idaho State Department of Education as required by law on or before July 15. Copies of the budget will be published publicly on M2 Sports Academy's website. The budget will be prepared, approved, and filed using the format approved by the Idaho Financial Accounting Reporting Management Systems (IFARMS).

Income Sources

M2 Sports Academy will rely upon the following funding sources: (1) state allocation per pupil; (2) federal start-up grants; (3) private grants; and (4) private donors. M2 Sports Academy will operate on a nine-month schedule. Support units will be generated during the traditional school year with a system that is designed to maximize the 900-hour ADA measure for school funding formula. M2 Sports Academy will maximize this by using a four-day school week with time for make-up hours on Fridays. This same schedule will run through the month of June. Student-athletes will be in school for nine months of the school year with a traditional Thanksgiving, winter break and spring break.

Due to M2 Sports Academy leveraging existing facilities, there will be extra funding available to support operational costs. Also, much of the equipment that would be needed to build from the ground up is already in most facilities. Minimal will need to be done to support the first-year efforts but the hope is to help build state of the art facilities over the first five years after inception.

Sports Program Funding

M2 Sports Academy will acquire equipment and supplies for each career technical education program in the construction and building plan as well as through partnerships with local industry. To date, founder Donell McNeal has been working to secure agreements with industry partners to help in the startup phase for each of the industries. Additional sources of funding for operations include state allocations for equipment. State allocations for each program can be found in M2 Sports Academy's operating budget. Donell McNeal has been working with Joe Devera, former charter school liaison and Chris Yorgason, board attorney and Collin Hartman, owner of Treasure Valley Athletic Center as a resource to fully understand funding sources, startup costs, and financial maintenance of charter school programs. Funding to equip sports performance facilities with classrooms is included in the building financing plan.

Fundraising

In addition to the state per pupil allocation and grants, M2 Sports Academy will rely upon the efforts of the Board of Directors and the Administrators, to develop regular fundraising efforts to generate supplemental capital and supplies. Currently M2 Sports Academy has developed partnerships with industry leaders in the Treasure Valley. These partners will assist in the start-up equipment and supplies for the program at M2 Sports Academy. M2 Sports Academy is committed to operating a sustainable program based on per pupil funding that does not need to rely on outside donations to operate a fiscally responsible program after the initial capital outlay. Fundraising efforts will focus primarily on grant writing and partnerships that provide additional opportunities for student-athletes.

Financial Management

1. The Board of Directors will be responsible for the financial management of M2 Sports Academy. The Board of Directors' role in financial management will include, but not be limited to the following: Establishment of operating and capital budgets
2. Long-term financial planning and preparations
3. Monthly review of budget-to-actual financial performance providing for adequate oversight of financial performance and the opportunity to adjust expenditures as necessary to ensure operation within budget
4. Monthly review of cash flow projections
5. Establishment of internal financial policies consistent with the requirements of state law and Generally Accepted Accounting Principles to provide for adequate financial controls.
6. Approval of all expenditures more than \$10,000.00 coupled with a monthly review of M2 Sports Academy's general register to verify compliance with expenditure-related policies established by the Board of Directors
7. Engagement on an as needed basis as determined by the Board of Directors of accounting and/or bookkeeping professionals to meet the needs of M2 Sports Academy in monitoring financial performance and ensuring financial viability and success.
8. M2 Sports Academy will maintain all financial records in accordance with Generally Accepted Accounting Principles (GAAP) and will follow all requirements set forth by the Idaho State Department of Education.

Purchasing

Subject to the approval of the Board of Directors, the policies and procedures established by the Board of Directors, and the limitations set forth above, the Administrator will determine the procedures to be relied upon for procuring goods and services. All purchasing procedures shall comply with the requirements of applicable Idaho laws and related administrative rules and where appropriate, will involve a competitive bidding process.

Payroll

Subject to the approval of the Board of Directors, the policies and procedures established by the Board of Directors, and the limitations set forth above, the Administrator may engage a private contractor for purposes of outsourcing M2 Sports Academy's payroll processing, provided, however, that if it is more cost-effective and can be capably handled internally, payroll shall be handled by the administrative support personnel as retained by the administrator pursuant to the authority set forth above.

Facility Needs

While Facilities can be a challenge for charter schools in Idaho, M2 Sports Academy is aware that a successful facility is crucial to school success and meeting the goals of M2 Sports

Academy for every student-athlete. What makes M2 Sports Academy unique is its approach is leveraging existing sports performance facilities. Most sports performance facilities remain dormant during the day because a significant majority of their clientele is in school. M2 Sports Academy has a clear vision of partnering with different entities in the community. For the initial rollout, Treasure Valley Athletic Center will be home to M2 Sports Academy's inaugural school. We also have a second option with a new facility that is under contract with the owner of HSB, Carson Sofro.

At its full capacity, M2 Sports Academy will require approximately 25,000 square feet of space. Based on M2 Sports Academy's sport performance programs (basketball and volleyball), M2 Sports Academy will require industry specific space to accommodate the student-athletes. There will also be a weight room and fitness studio added in by July 2023. Student-athletes will have access to classrooms attached to the gym space. M2 Sports Academy will require either 3 traditional classrooms or 1 flex space (at least 2700 square feet) that is set up in the pod structure for integrated learning opportunities at every grade level.

3 Classrooms, each approximately 900 square feet or 1 flex space, approximately 2700 square feet

1. Gym Space (3 basketball courts at 4000 square feet each= 12000 square feet)
2. Administrative Space 750 square feet
3. Cafeteria/commons area 1500 square feet
4. Weight Room 1500 square feet
5. Shower/Changing area boys and girls 200 square feet
6. Workout studio 1500 square feet

M2 Sports Academy will be at full capacity after three years of operation. Due to the specific nature of conducting an athletic program that is viable and where student-athletes experience incremental growth. It will also be important that the facility is functional to offer. M2 Sports Academy will start with the minimum equipment needed to operate a state-of-the-art sports performance center. M2 Sports Academy had begun engaging in grant writing, fundraising, and partnerships with industry to ensure state of the art equipment is available for use in all athletic programs by the third year of operation.

Board Capacity and Governance Structure

Governance Structure

M2 Sports Academy will be a legally and operationally independent entity established by the non-profit corporation's Board of Directors. The elected Board of Directors will be legally accountable for the operation of the school under the Idaho Nonprofit Corporation Act. M2 Sports Academy commits to compliance with all federal and state laws and rules and acknowledges the responsibility for identifying essential laws and regulations and complying with them. M2 Sports Academy will comply with Idaho's Open Meeting and Public Record laws.

The Board of Directors will serve as the public agents who govern M2 Sports Academy. There will be no less than 5 and no more than 7 9 members on the Board of Directors. The Board of Directors will remain the same as the organizing group. Upon successful establishment of the school and after two years of operation, transition to a long-term governing board will be accomplished through the procedures set forth in the Bylaws. Annual selection and election for board members of the Board of Directors will be held according to the Bylaws of M2 Sports Academy.

M2 Sports Academy Board of Directors has the ultimate control over the school and all employee and parent concerns. If a parent or employee has a concern, he or she will first attempt to resolve the issue with the lead school administrator. If the issue cannot be resolved with the school leader, the parent or employee will attempt a resolution by bringing it before the M2 Sports Academy Board. Additionally, the Board of Directors is responsible for:

1. Policy development and review
 2. Educational goals, short-term and long term
 3. Financial well-being of the school
 4. Long term operational oversight (not day to day)
 5. Legal affairs of M2 Sports Academy
 6. Adopting, advocating for, and overseeing a responsive school budget that meets the school goals and needs of all student-athletes
 7. Conducting an annual self-evaluation of its own leadership, governance, and teamwork
 8. Communicating and interpreting the school's mission and vision as well as other matters to stakeholders and the general public
 9. Evaluation of lead school administrator
- ~~1. The Lead School Administrator will report directly to the board, specifically the board chair. The Lead School Administrator will be responsible for day-to-day operations of the school and all reporting to the state department of Education and the Board of Directors. The Lead School Administrator will be responsible for human resources, school finances, special education, legal and ethical compliance, testing and professional development. The Lead School Administrator is also responsible for working with the staff to establish duties that may include supervision of certified and non-certified staff, food service, grounds and maintenance, curriculum development and any other areas of day-to-day operations. M2 Sports Academy Board will explore ISBA membership, create, and adhere to ethical standards.~~

Founding Board & Qualifications

M2 Sports Academy ~~has~~ is a diverse **founding Board of Directors** ~~board that meets the various needs of the unique opportunities that student-athletes face.~~ As a school that focuses on student-athletes it is important that we have representation that understands the challenges of student-athletes we will serve, performance expectations and transitions that we are preparing student-athletes' for, and educators that have proven successful in the development of programming for student-athletes. The M2 Sports Academy board is composed of educators,

sports industry experts, youth advocates as well as representation from the rich Treasure Valley community who have backgrounds in supporting the formation of successful charter schools in the state of Idaho. This combination of members provides an introspective think tank that values progress and opportunity for all student-athletes. These individuals include:

Bridget Barrus, President: Bridget is an originator of M2 Sports Academy. She is an active member in the Treasure Valley. Bridget is an advocate for youth, and for finding solutions for all students to be successful. Bridget has served as a teacher, school counselor, social worker, charter school founder and board member among many other impressive positions that put students first.

David Blu: David Blu is a former professional basketball player. He grew up in Southern California where he was voted as the state player of the year during his senior year. He attended the University of Southern California and continued his playing career overseas playing in the highest European professional league. He currently trains athletes in the Treasure Valley and is also the owner of “Tru Blu Landscaping”.

Jennifer Broermann, Treasurer: Jennifer is a military veteran who currently works at Micron as a Senior Financial Accountant. Jennifer is committed to the financial stability of M2 Sports Academy and has a strong background in finance.

Brion Bethel: Brion is the owner of Thrifty Auto Sales (Mountain Home), Amani Capital, LLC., and is also the head varsity basketball coach at Mountain Home High School. Brion has also been active in the competitive basketball space. He is a thought leader as a business owner, and he is connected to the greater business development and real estate community. His expertise and connections will help to leverage capital in a manner that is responsible and creative.

Craig Miles: General Manager at Hertz Rental Cars located at the Boise Airport. Craig has been a youth sports coach for over the last 20 years. His passion is helping young people to reach their potential and understand the values of goal setting.

Dr. Larry “Kaili” McCray, Vice President: Former collegiate football player and board of director on numerous boards. He heads the medical department of the state of Idaho Department of Interior. Extensive background in the health, wellness, and fitness space and will bring a wealth of knowledge on how to build the best student-athletes from the inside out.

Tobie Helman, Secretary: Tobie is a teacher and former school administrator with over 20 years of volleyball coaching experience (high school and competitive club). Tobie’s strengths include building school culture, professional development, and leadership training. Tobie has relationships globally and is an excellent partner in ensuring that M2 sports academy is building transformative and transitional skills that will allow students to maneuver and pivot in any setting.

Chris Yorgason (Board Attorney): Chris has been active with many local charter school creations in the valley. He has been an attorney for multiple years and has a vast knowledge of the policy and procedures that govern charter school development.

Joe Devera (Consultant): Joe has been a staple in the Treasure Valley running one of the most successful competitive basketball programs for over the last 10 years. He has been an active participant in the college recruiting process and understands the scope of sport beyond the Treasure Valley. He has been a pivotal member of charter school teams and will add a plethora of knowledge in the finance space.

Nichole Velasquez (Consultant): Nichole is a career educator who has served as a secondary teacher, instructional coach, and is currently a school administrator. Her work with helping West Ada School District high school academies transition to a mastery/competency-based learning environment is one of her greatest professional celebrations. Her deep instructional knowledge will provide clarity in the academic arena.

Donell McNeal: Donell an originator of M2 Sports Academy. Donell has 15 years of education experience which includes administration experience in the middle school, high school, college/university, and most recently secondary alternative schools. Donell brings a wealth of knowledge in educating at-risk youth, restorative practices, curriculum development and professional development. Donell earned his undergraduate and master's degrees from Idaho State University and received his administrative credentials through the University of Idaho. Donell is a strong community advocate. Through his work with the community, he has developed many relationships that have helped excel the vision and planning of M2 Sports Academy to better meet the needs of the student-athletes and the community.

Transition Plan

M2 Sports Academy will be governed by its founding board through June 30, 2024. The Board of Directors will then have an option to continue service or resign. The Board of Directors has set up a scaffolded transition plan that will blend experienced board members with new board members. The M2 Sports Academy board has been through two trainings that outline the difference between a founding board and governing board. This training has included the pitfalls, potential burnout, and overreach of the board that often occurs when transitioning. If a board member resigns, their resignation will become official during the Board of Directors meeting in June 2024.

In accordance with M2 Sports Academy by-laws, once M2 Sports Academy is established and operating at full capacity, 6th-12th grade (9th through 12th added fall 2024), all founding board members will have the opportunity to be replaced by new members. If a founding board member chooses to resign prior to M2 Sports Academy operating at full capacity, the new board member must meet or exceed the strengths of their predecessor. This will be accomplished through the procedures set forth in the restated bylaws. It is important that the Board of Directors is balanced between education, business, and youth advocates.

Bylaws have been adopted to promote and retain long-term commitment to the mission of M2 Sports Academy by selecting board members whose core values align with the mission and vision of M2 Sports Academy. The Board of Directors will vote to accept the resignation or the intent to remain on the board in the June meeting of each year. When a board member resigns, the board will seek replacement members. New members of the Board of Directors will be interviewed during the June board meeting, announced, and appointed at the July board meeting. Each term beyond the founding board members terms will be a two-year term. The focus of M2 Sports Academy is Board continuity, the bylaws allow for change in the makeup of the Board of Directors through appointments and reappointments every two years to encourage stability and allow for fresh perspective and bring new talents to M2 Sports Academy. Terms of the board will take place at the culmination of each fiscal year to ensure proper timing for training of new board members and to allow board members time to become acquainted with M2 Sports Academy for one year before they set the budget for the following fiscal year.

The diverse skill sets that are represented on the M2 Sports Academy board are powerful in ensuring diverse views, and an understanding of the populations and industries that M2 Sports Academy represents. This pipeline of networking with community partners will be crucial to ensure continued representation from the education, business, and youth advocate industries. Additionally, through community involvement activities, a list of community members who have shown interest in becoming part of the M2 Sports Academy will be maintained.

Recruitment and Training

M2 Sports Academy board members were recruited in the best interest of the student-athletes and local community. Each member is serving, or has served, to educate student-athletes in Ada County. Each member has served or is serving on previous boards in the Ada County area to foster the growth of student-athletes. M2 Sports Academy has also secured sports performance leaders to ensure success with our athletic programs. The diverse skill sets that are represented on the M2 Sports Academy board are powerful in ensuring diverse views, and an understanding of the populations that M2 Sports Academy represents. This pipeline will be crucial to ensure continued representation from industry. Additionally, through community involvement activities, a list of community members that have expressed interest in becoming part of the M2 Sports Academy Board of Directors is being generated.

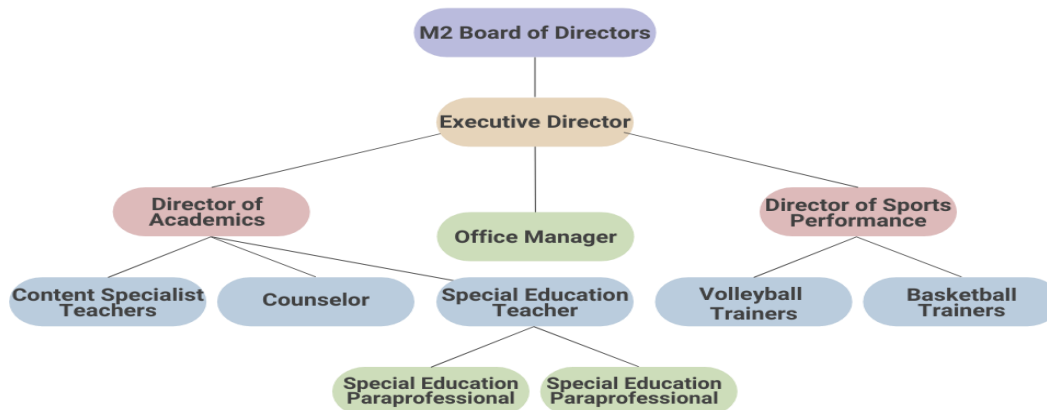
Securing adequate and appropriate board leadership and training available through the Idaho School Boards Association or its equivalent including but not limited to training on school finance, ethics, school governance and strategic planning. Upon approval of M2 Sports Academy's charter, the board will evaluate its needs relative to training available through ISBA and will enroll and select a training program in which it will participate. A similar assessment and enrollment will take place annually to ensure the growth of the board.

Examples of training for the Board of Directors include but are not limited to the following topics to ensure the success of M2 Sports Academy:

1. Open Meeting Laws
2. Ethics and Governance
3. Management & Board Roles
4. The Value and Best Use of Committee's
5. Academic Excellence, Define and Understand Measurement

School Leadership and Management

M2 Sports Academy Organizational Structure



The M2 Board of Directors is the governing board over the M2 Sports Academy. The Board of Directors is responsible for the following:

- Policy development and review
- Educational goals (short-term and long-term)
- Operational oversight (not day-to-day)
- Legal affairs of M2 Sports Academy
- Self-evaluation of its own leadership, governance, and teamwork
- Evaluation of the school's Educational Service Provider
 - In cooperation with the Executive Director
- Evaluation and oversight of the school's Executive Director
 - The Executive Director will report directly to the Board chair
- Oversight of the school's budgeting process and overall financial well-being
 - Approval of the budget
 - Assuring that the budget addresses all school goals and will allow the school to meet all student needs
 - Advocating for financial decisions that align with the school's mission, vision, and values
- Oversight of the school's mission, vision, and values
 - Interpretation of the mission and vision to stakeholders and the general public
 - Communication of the mission and vision to stakeholders and the general public

Executive Director Responsibilities

EXECUTIVE DIRECTOR RESPONSIBILITIES
To implement policies approved by the Board and recommend changes, if appropriate, and to develop, implement and inform the Board of administrative procedures necessary to implement Board policy
To serve as the school Boards' chief executive officer and educational leader.
To participate, as appropriate, in his/her annual evaluation.
To respond to communications, as appropriate, and ensure the adherence and appropriate responses through the chain of command, and to keep Board members informed about school issues in a timely manner.
To provide the Board with good information for informed decision making, as appropriate.
To prepare, advocate for, and implement an annual budget that addresses school goals and meets the needs of all students; and reports regularly to the Board on the status of the budget and any concerns or other issues about which the Board should be informed.
To oversee the organization and management of the school's day-to-day operations.
To participate as appropriate, in the annual self-evaluation of the Board.
To recommend appropriate resources to the Board chair to ensure he/she can carry out his/her responsibilities.
To work closely with the Board chair to develop meeting agendas.
To, as pursuant to best practices and Board policy, recommend to the Board the hiring of personnel for the school and to ensure that each employee is properly supervised and evaluated; and to make recommendations for termination of employment.
To communicate community perspectives, research information, performance results and educational needs to the Board for possible Board action and to the school staff.
To serve as a key, effective member of the leadership team.
To work collaboratively with school staff on an ongoing basis.

The Executive Director will be responsible for the day-to-day operations of the school and all reporting to the state department of education and the Board of Directors. The Executive Director will be responsible for overall instructional leadership, special education, testing, professional development, and compliance with professional codes and standards. The Executive Director shall have the responsibility of all personnel matters relating to hiring, discipline, or termination of employees. Danielson's Framework will be used to evaluate employees throughout each school year. The Executive Director will lead in promoting the mission and vision of the M2 Sports Academy. This leader advocates in the development of academic engagement, character development, physical development, and community connections. The Executive Director will work to lead and develop their team, demonstrate a strong passion for competency-based and mastery-based education, and serve as an engaged teacher leader connected to the student experience. This person promotes a positive engagement with all stakeholders, faculty, and students. The Executive Director will work closely with the Director of Academics and the Director of Sports Performance to implement

appropriate professional development, curriculum, instructional strategies, coaching strategies, school culture, and community relations. The Board of Directors will be responsible for evaluating the Executive Director using the Idaho Principal Evaluation Framework. Evaluations will be conducted throughout the school year with the formal evaluation given at the end of each school year. All school staff (certified and classified) and school volunteers report directly to the Executive Director, who then reports to the school Board. Certified content specialist teachers will be responsible for working with students in multiple grade levels, as well as working with the Director of Academics and the Executive Director to implement appropriate lessons. Depending on students' needs, certified and classified staff will utilize flexible learning by grouping students into small groups, individual work, and student-led discussions. Future applicants for the Executive Director position will need to have extensive experience in the implementation of a mastery-based learning model, as well as an understanding of competency-based learning. The Executive Director position requires qualified applicants to have a background in school leadership, competency-based curriculum, and strong community development/relationship skills. Qualified applicants must have experience in working in a secondary school educational setting and special education. M2 Sports Academy's Executive Director will need to ensure that proper evaluation of staff and curriculum occurs during the school year. The difference in duties between the School Board and Executive Director are further explained in the Description of Governance Structure section. The Director of Academics and the Director of Sports Performance are both under the Executive Director's leadership. The role of the Director of Academics is to oversee the academic program of the school and its individualization for all students. This will include the oversight of all certified and classified staff members and the school counselor. For example, the Director of Academics will work with the content specialist teachers to ensure that they are creating learning experiences that are meeting the school's goals for each student. This person will also work with the counselor to make sure students are on the correct academic plans and will help organize personalized projects for students through community outreach. The role of the Director of Academics is pivotal in that it will allow them to serve as a liaison amongst teachers as well as between teachers and the Executive Director. They will also help teachers coordinate vertically through grade levels, so students are able to benefit from the expertise of all staff. The Director of Academics position requires qualified applicants to have several years of experience teaching multiple grade levels and multiple different subjects, strong leadership skills to help teachers coordinate with each other, and relational communication skills that will help them connect outside community members to the school. High levels of creativity, excellent organizational skills, and problem-solving skills will be key. Applicants also need to have experience in curriculum development and a background in competency-based and mastery-based instruction. The role of the Director of Sports Performance is to manage all athletic training programs of the school. This person will oversee all coaching and training personnel to ensure that each student is in a personalized athletic program that will help them reach their goals. The role of the Director of Sports Performance is also one of a liaison amongst the coaching and training staff members as well as between those staff members and the Executive Director. The Director of Sports Performance position requires qualified applicants who have multiple years of experience coaching and training athletes in multiple sports, extensive knowledge of health and nutrition as they relate to young athletes, and experience in management and

organizational leadership. Excellent problem-solving skills, organizational skills, communication skills, and strong community connections will also be needed.

Student-Athlete Demand & Primary Attendance Area Target

Enrollment & Growth Projections

When considering the need for a school that supports sport development in young people, it is important to note that in the U.S. over 56% of youth ages 6-17 participated in sports with over 73% of youth ages 13-17 having participated in a team or individual sport (Aspendprojectplay.org, 2020). Though the numbers are promising, many have cited that the participation have dropped in years past due to increasing cost and due to the pandemic (Newsy.com, 2018). One of the missions of M2 Sports Academy is to curb the financial cost of sports by allowing youth to get high level athletic training.

Anticipated enrollment is anticipated to be approximately 40 student-athletes per grade level with a total of 120 student-athletes in the learning space, with the instructional student-athlete to staff ratio of 20:1. The total enrollment is slightly lower than the approximately 260 student average opening enrollment number of other Treasure Valley charter schools. M2 Sports Academy will be flexible in accepting a higher number of students in grades 7-8 as we understand having 6th grade student-athletes in the middle school after leaving fifth grade may not clearly be identified as student-athletes. However, there are student-athletes that by 6th grade understand the commitment and work ethic expectations to pursue their athletic goals. There will be extra attention, support, and communication provided for 6th grade students. Traditionally by the 7th grade, student-athletes are more clearly identified. It is the intention of M2 Sports Academy to operate 6th-8th grade at full enrollment in year one and in subsequent years. Careful planning and consideration have been put into determining enrollment numbers in 9th through 12th grade classes (fall 2024). It has been determined that when starting in 9th and 10th grade, M2 Sports Academy will seek a larger enrollment number. The reasoning behind this is that when student-athletes enter a sports performance setting they are often clearer about options they would like to pursue in their future. However, given the right environment they often begin to specialize in sports where they have seen success. We fully support multi-sport athletes and encourage athletes to play multiple sports. We are simply providing a model for them to increase their time and commitment to the sport that piques their interest. By enrolling an inflated number of student-athletes in grades 9th-12th in year two, we will be able to transition our year one 8th grade student-athletes to high school with momentum and a proven model of instruction. You will see the subsequent effects of this in year two and in year three. By year three, M2 Sports Academy will have sustainable enrollment and we are confident that enrollment projections by grade level can remain constant. M2 Sports Academy will have a target enrollment of 280 student-athletes at full capacity. In year 2 the projected enrollment of M2 Sports Academy is 120. The facilities in year 2 and beyond will be supported not by eliminating our initial facility but by expanding sport offerings. Also, because we are subleasing these buildings, the owners have expressed that having a hub of the school in their facility is a

value add and the rate being negotiable is a bonus whether there are 50 youth in one hub (for example speed and conditioning) and 70 in another (ex. Gymnastics).

To break even for operational costs, M2 Sports Academy must enroll 120 student-athletes in year one.

	Year 1 2023-24	Year 2 2024-25	Year 3 2025-26
6 th	40	40	40
7 th	40	40	40
8 th	40	40	40
9 th	x	40	40
10 th	x	40	40
11 th	x	40	40
12 th	x	40	40
Total	120	280	280

Primary Attendance Area

The school is planned to be in Meridian, ID, within the West Ada School District boundaries. M2 Sports Academy's mission and vision is to provide more opportunities for the growing familial populations in the Treasure Valley.

The school may also draw student-athletes from Boise, Nampa, or Kuna School Districts with attendance priority given to student-athletes in the primary attendance zone. The Treasure Valley is growing rapidly, and many families are seeking a new approach to education that may not always be focused on their future career choices but engage their student's current interest.

Community Need and Market Interest

The greater Meridian area is in a prime location to address the issue through providing an alternative school option that meets the needs of student-athletes in Ada County. The strongest opportunities for new school services in the Meridian vicinity are in Southern Meridian and along the I-84 corridor. These opportunities are associated with the following:

1. Concentrations of the existing school-aged population.
2. Lack of facilities and after school opportunities for school-aged population
3. Expected growth in school-age population between Meridian and Boise
4. A concentration of permitted home development in South Meridian, Northwest Meridian, and Eagle
5. Concentrations of people living in poverty in the Treasure Valley who do not have resources to support the significant cost of youth sports

Currently West Ada School District has various programs to support students in deepening their development in various programs while in school. For sports, these programs tend to be co-curricular, and sports programs are traditionally extracurricular. Thousands of students play sports but many stop once they get to high school because they have not had access to training or more competitive youth programs. Sport specific training, flexible scheduling and competency-based education will allow student-athletes to attend M2 Sports Academy and remain confident in their academic and non-academic skill development. Grass roots efforts will be made by founder, board members and community members to recruit student-athletes that will benefit from M2 Sports Academy. Efforts will include but are not limited to setting up vendor tables at local sporting events (i.e., tournaments), advertising at local events, social media campaigns and community meetings. In addition to these efforts, founder Donell McNeal has 15 years of experience of educating students with 12 of those being as an administrator in West Ada School District, a life dedicated to all things sport as a coach, club director, collegiate athlete, college academic advisor, and Idaho State University Alumni Association Board of Director. There is great excitement brewing about M2 Sports Academy and the plethora of skills that students will gain on and off the court. **Though the data may suggest that charter school enrollment decreases in high schools, we see our model as a unique educational experience that will promote each student's identity in a manner that increases their role of the team or teams they participate on. There is a direct correlation between the extra time spent on their craft and the outcomes academically and athletically. There are noted benefits to physical activity in schools. In most school's classroom experiences, students are sedentary. Also noted is that when students "get about 60 minutes of movement a day, they enjoy improved physical and mental health and academic performance (ce.fresno.edu, 2021)". With Idaho achievement data being recently released, it is evident that there are three groups who continue to struggle and fill the bottom of the list. African American, students with disabilities and student who have a low SES are the state's lowest performers. Providing unique learning opportunities for these students in charter school enrollment has increased significantly over the years. The reason simply being that the traditional system struggles to pivot from its typical practices to meet the unique learning needs of these students. One objective of M2 Sports Academy is to recruit and retain a diverse board and a diverse school staff. States like Oregon have created "Success**

Plans” for their most disadvantage student populations. The strategies include the recruitment and retention of diverse staff, decrease absenteeism, reduce discipline incidents, and increase the graduation rate (Oregon.gov, 2017). M2 Sports Academy shares in implementation of these strategies. Our model is not solely a model to allow students to get better at sports, but it was built to help all students regardless of background to share a vetted interest and “even the playing field” by personalizing the learning experience so the student and staff have adequate time to focus on skill development in the areas where performance is lacking according to grade level indicators. For student who live in poverty, there are many other disparities that they face in the education system but creating a “culture of growth and success” and connecting their current efforts to what is available to them following their secondary education, is one strategy the founder and board at M2 Sports Academy deeply believe in (nassp.org, 2022).

Additionally, some may argue for the need of a sports academy charter school but when you begin to look at studies that research students lack interest in school, schools like M2 Sports Academy are positioned to support many of these students. Research suggests that “lack of relationships, procrastination, interest in hobbies more than interest in school, the passive learning approach that govern most schools, bullying, and school being too easy or too difficult (Spielgaben.com, 2022).” Though the data is difficult to comprise specifically to what the interest may be in our school, the truth is that we were built on addressing all the aforementioned factors in a systematic, deliberate approach to leverage relationships, interest, and voice and choice in education. With declining numbers in youth sport participation, it is important to understand that participation is an “important part of the growth and development of children (Cdhd.idaho.gov, 2020)”. And when youth are not participating in sports, there is an increased risk of mental health concerns.

Strategies for Enrolling Student-Athletes

~~During the enrollment phase, every student athlete interested in attending M2 Sports Academy will have a 1 on 1 intake meeting with the school leader and counselor. This meeting will focus on the individual needs of each student athlete and determine if their goals align with the mission and vision of M2 Sports Academy.~~

Students will be enrolled in the M2 Sports Academy through a lottery process per Idaho Statute and Administrative Code. M2 Sports Academy will utilize the Idaho Public Charter School Commission’s guidance document, “Equitable Selection and Enrollment Process” to outline and implement the school’s lottery process.

The founder of M2 Sports Academy, Donell McNeal has deep roots in the athletic space. He has established relationships with families of student-athletes from all levels, with local school districts as a former member of the District Three Board of Control, youth organization athletic and non-athletic, local nonprofit organizations that aim to help disenfranchised youth, counseling agencies, local colleges and universities, and community leaders. Donell will utilize

these relationships to establish ongoing pipelines for M2 Sports Academy. Donell will use his current relationships to canvas local neighborhoods of traditionally underserved youth who are passionate about sport but may not be able to afford the rising costs of participation. Careful thought was taken when developing the boundaries of M2 Sports Academy to ensure that the most vulnerable neighborhoods will have access to attend M2 Sports Academy which is why we believe targeting the entire boundaries of West Ada School District will not be burdensome but create an equitable opportunity for any student-athlete who desires to attend.

In addition, the school's Board of Directors will also begin utilizing relationships in youth sports and community-based organizations to start recruiting families for M2 Sports Academy.

Marketing Plan

Beginning in December of 2022 M2 Sports Academy Board of Directors will begin recruitment for the 2023 school year with a primary focus on basketball and volleyball student-athletes residing in and around the primary attendance area. The first area that will be targeted during recruitment efforts is to contact the local competitive basketball and volleyball programs in Meridian and Boise. M2 Sports Academy will be centrally located in this area. When seeking an existing sports performance facility, M2 Sports Academy's founder felt it was critical to build the school as close to the student-athletes as intended to serve. M2 Sports Academy will be located between Meridian Road and Locust Grove off Franklin Road. This area of our community is key to locating student-athletes that we intend to serve. In Meridian, 36.7% of the households include children with a median income of \$76,000 according to point2homes.com. This data is important because it shows the need for additional options and opportunities for engaging school-aged children and demonstrates the financial capacity to support athletic endeavors outside of school.

Specifically, Donell McNeal is working with former student-athletes and families that still have school-aged children in this area. Starting in the fall a social media campaign in the Treasure Valley will take place. Parents will receive information about M2 Sports Academy, enrollment and lottery timelines, access to M2 Sports Academy mailers and updates and links to M2 Sports Academy's social media coverage. M2 Sports Academy intends to have a presence at local community events. Events will include: TVAC Athletic Tournaments (basketball and volleyball), Crash the Boards Basketball Tournaments, Soul Food Festival, and SIC district tournaments. Additional events will be scheduled as appropriate. Informational meetings and question and answer sessions will also be held at Treasure Valley Athletic Center, South Meridian YMCA, and other locations to be determined throughout Meridian.

The M2 Sports Academy Board of Directors is currently forming a Recruitment Committee. The committee consists of Bridget Barrus, who works with youth throughout the community and works in various community organizations, Joe Devera entrepreneur and former club director which serves student-athletes, and Jennifer Broermann who is a long time Boise resident with deep family and community roots in the Treasure Valley community and a military veteran. This

~~committee will work through additional strategies to reach more student-athletes throughout the greater Meridian and Boise area.~~

In addition to location demographics, it is also important to understand that the Treasure Valley is home to nearly one dozen club volleyball organizations serving roughly 2000 students in grades 6-12 and over 30 club basketball organizations serving nearly the same number. These athletes are representative of the student-athletes we are seeking to serve and their families make a significant financial contribution to play club-based sports. Our school seeks to capture the same intensive training offered in a club environment combined with a strong academic model making it an attractive choice for these families.

A recruitment committee is being established to spearhead the marketing and recruitment of students and families for M2 Sports Academy. This committee includes Bridget Barrus, who works with youth throughout the community and works in various community organizations; Joe Devera, entrepreneur and former club director which serves student-athletes; and Jennifer Broermann who is a long-time Boise resident with deep family and community roots in the Treasure Valley community and a military veteran. Strategies identified by the committee include, but are not limited to the following:

1. In-Person and Face-to-Face Events: M2 Sports Academy intends to have a presence at local community events that cater to student-athletes such as club volleyball and basketball tournaments, community events like the Soul Food Festival, and SIC district tournaments and events. Additional events will be scheduled as appropriate. In addition, Informational meetings and question and answer sessions will also be held at Treasure Valley Athletic Center, South Meridian YMCA, and other locations to be determined throughout Meridian.
2. Social Media and Online Campaigns: Parents will receive information about M2 Sports Academy, enrollment and lottery timelines, access to M2 Sports Academy mailers and updates and links to M2 Sports Academy's social media coverage. We are currently working with a videographer and marketing professional to develop high-quality content for this campaign. This focus will also include development of our school website, social media presence, and SEO/Google presence.

In addition to the two focus areas above, the Recruitment Committee is currently in the process of gathering digital signatures of families interested in attending the school beginning in the Fall of 2024 and will make that data available when we present to the Charter School Commission in early December.

Virtual Schools

Mastery-Based Learning - "Students rotate between online and face-to-face learning (activities, assessments, projects, etc.) based on the completion of mastery-based learning objectives. Assessment design is crucial in any mastery-based learning experience; the ability to use face-to-face and digital assessment tools is either powerful or 'complicated' depending on the mindset of the learning designer (Teachthought.com, 2022)."

Due to the complications of ensuring high levels of student engagement and to take advantage of the products of living in the digital age, M2 Sports Academy will operate under the definition of a blended learning school. The blended approach is synonymous with competency and mastery-based learning models. For students to move at their own pace, learning opportunities and assessments will be prepopulated by the teacher into a digital file system (i.e., Google Site). Daily lessons will still be presented to students but will align with a competency for that unit of study.

The instructional framework will be followed in every class, every day. The framework moves students from bell ringer, introduction/review of competency, guided practice, individual learning opportunity practice, and exit ticket. Depending on need and analysis of previous learning opportunity attempts, students may be put into group that will rotate to ensure teachers are responsive to individual needs to lessen learning loss.

The goal of M2 Sports Academy is not to complement or replace conventional learning styles, but rather to incorporate necessary changes to make the educational path for learners more effective and personalized. Though the traditional educational experience is tailored to the group experience, blended learning at M2 Sports Academy aims to normalize learning in a manner that makes learning the constant not time. As a society, we saw the effects of the recent pandemic where students were isolated from the learning experience. Our is to build flexibility as a conduit to respond accordingly to extenuating circumstances and case of emergency with the use of learning that celebrates the reality that humanity has adversity, and everyone deserves an opportunity to be their unique self in a high-level learning environment.

There are many benefits of blended learning that translate to adulthood as we strive to help students become “future ready”. Some examples include “higher employment engagement, more effective learning, increased content flexibility, saves time and money, all-inclusive regardless of background or experience, improves communication in the face-face learning model and provides a more accurate analysis of learning (Valamis.com, 2022).”

Works Cited

1. <https://www.athleteassessments.com/importance-of-youth-sports-statistics/> - 2007-2021
2. <https://www.jerseywatch.com/blog/benefits-of-youth-sports-participation/#:~:text=Kids%20who%20play%20sports%20have,benefits%20of%20youth%20sports%20participation.> 2016-2022 (Jersey Watch, 2022)
3. Conner, 202. <https://www.frontiersin.org/articles/10.3389/fpsyg.2020.00126/full> (Meijen, et. al., 2020)
4. [Understanding and Using Productive Struggle in the Classroom – Preparing Future Faculty \(cgu.edu\)](#)
5. [Moumoutjis, 2022. All Resources - Building21](#)
6. C. R. Snyder, Kevin L. Rand, David R. Sigmon, 2017. Hope Theory: A Member of the Positive Psychology Family | The Oxford Handbook of Hope | Oxford Academic (oup.com)
7. [Maxwell, 2016. A deeper look at the Flex model - Blended Learning UniverseBlended Learning Universe](#)
8. [Hattie, 2009. Visible Learning.](#)
9. [TeacherVisionStaff, 2021. Cooperative Learning: Teaching Strategy \(Grades K-12\) - TeacherVision](#)
10. [12 Different Types of Blended Learning \(teachthought.com\)](#)
11. [Blended Learning: Models, Benefits, Examples, Best Practices \(valamis.com\)](#)
12. [Youth Sports Facts: Participation Rates — The Aspen Institute Project Play \(aspenprojectplay.org\)](#)
13. [Fewer Kids Participating in Youth Sports as Costs Climb \(newsy.com\)](#)
14. [6 Reasons Why Students Lose Interest in Studying \(spielgaben.com\)](#)
15. [Youth-Sports-CDH-Position-08-10-2020.pdf \(idaho.gov\)](#)
16. [The Benefits of Physical Activity and Exercise in the Classroom \(fresno.edu\)](#)
17. [African American/Black Student Success Plan \(oregon.gov\)](#)
18. [Poverty and Its Impact on Students' Education | NASSP](#)

A1: FINANCIAL SUMMARY

Financial Summary					
Worksheet Instructions: This page will auto-populate as you complete the Pre-Operational and Operational Budget tabs.					
Revenue					
Anticipated Enrollment for Each Scenario:		120	120	280	280
	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	NA	NA	\$0.00
Contributions/ Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Loans	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Support	NA	\$341,278.00	\$341,278.00	\$1,642,984.54	\$1,642,984.54
Salary and Benefit Apportionment	NA	\$429,621.17	\$429,621.17	\$924,504.54	\$924,504.54
Transportation Allowance	NA	\$44,928.00	\$44,928.00	\$67,392.00	\$67,392.00
Special Distributions	NA	\$58,944.00	\$58,944.00	\$58,944.00	\$58,944.00
REVENUE TOTAL	-	\$874,771.17	\$874,771.17	\$2,693,825.08	\$2,693,825.08
Expenditures					
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Staff and Benefit Totals	\$0.00	\$470,463.60	\$470,463.60	\$1,891,486.98	\$1,891,486.98
Educational Program Totals	\$0.00	\$22,000.00	\$22,000.00	\$22,000.00	\$22,000.00
Technology Totals	\$12,000.00	\$30,000.00	\$30,000.00	\$30,000.00	\$30,000.00
Capital Outlay Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Board of Directors Totals	\$3,000.00	\$6,000.00	\$6,000.00	\$6,000.00	\$6,000.00
Facilities Totals	\$5,800.00	\$106,020.00	\$106,020.00	\$212,000.00	\$212,000.00
Transportation Totals	\$0.00	\$44,928.00	\$44,928.00	\$67,392.00	\$67,392.00
Nutrition Totals	\$0.00	\$42,000.00	\$42,000.00	\$98,000.00	\$98,000.00
Other	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
EXPENSE TOTAL	20,800.00	\$721,411.60	\$721,411.60	\$2,326,878.98	\$2,326,878.98
OPERATING INCOME (LOSS)	(20,800.00)	\$153,359.57	\$153,359.57	\$366,946.10	\$366,946.10
PREVIOUS YEAR CARRYOVER		-	\$0.00	\$153,359.57	\$366,946.10
NET INCOME (LOSS)	(20,800.00)	\$153,359.57	\$153,359.57	\$366,946.10	\$366,946.10

A2: PRE-OPENING BUDGET

Attachment A2: A2 - Pre-Operational Budget

9/1/2022

M2 Sports Academy
Page 2 of 6

Pre-Operational Expenditures			
Section 1: Staffing			
1a: CERTIFIED STAFF	Budget		Assumptions / Details / Sources
Classroom Teachers	FTE	Amount	
Elementary Teachers			
Secondary Teachers			
Specialty Teachers			
Classroom Teacher Subtotals	0.0	-	Average classroom size:
Special Education	FTE	Amount	
SPED Director / Coordinator			
Special Education Teacher			
Special Education Subtotals	0.0	-	Anticipated % Special Education Students:
Other Certified Staff	FTE	Amount	
Lead Administrator			Executive Director will assume the role without financial compensation during pre-opening phase.
Assistant Administrator			
Other Certified Staff Subtotals	0.0	-	
CERTIFIED STAFF TOTAL	0.0	-	
1b: CLASSIFIED STAFF	Budget		Assumptions / Details / Sources
Position	FTE	Amount	
Paraprofessionals- General			
Paraprofessionals- SPED			
Admin / Front Office Staff			
CLASSIFIED STAFF TOTAL	0.0	-	
1c: BENEFITS	Budget		Assumptions / Details / Sources
Type	Rate	Amount	
Retirement			
Workers comp			
FICA/Medicare			
Group Insurance			
Paid time off (provide assumptions)			
BENEFITS TOTAL		-	
CERTIFIED & CLASSIFIED STAFF TOTAL		-	
TOTAL STAFF & BENEFITS TOTAL		-	

Section 2: Educational Program		
2a: OVERALL EDUCATION PROGRAM COSTS	Budget	Assumptions / Details / Sources
Professional Development		PD will be coordinated with the contracted with the Building 21 network. They will be
SPED Contract Services		Types of anticipated SPED Contractors:
Other Contract Services (i.e. accounting, HR, management)		Systems will be set up with Founder's personal source unless other funds are secured.
Office Supplies	1,000.00	Misc supplies
Membership Dues (if applicable)		
OVERALL EDUCATION PROGRAM TOTAL	1,000.00	
2b: ELEMENTARY PROGRAM	Budget	Assumptions / Details / Sources
Elementary Curriculum		
Elementary Instructional Supplies & Consumables		
Elementary Special Education Curricular Materials		
Elementary Contract Services (provide assumption)		Types of anticipated Contractors:
ELEMENTARY PROGRAM TOTAL	-	
2c: SECONDARY PROGRAM	Budget	Assumptions / Details / Sources
Secondary Curriculum		
Secondary Instructional Supplies & Consumables		
Secondary Special Education Curricular Materials		
Secondary Contract Services (provide assumption)		Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	-	
EDUCATIONAL PROGRAM TOTAL	1,000.00	
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	12,000.00	Initial student information system licensing and training.
Computers for Staff Use		
Computers for Student Use		
Other Technology Hardware (i.e. document cameras, projectors, etc.)		
TECHNOLOGY TOTAL	12,000.00	
Additional Notes or Details Regarding Technology Expenditures:		

Section 4: Non-Facilities Capital Outlay		
Line Item / Account	Budget	Assumptions / Details / Sources
Furniture (school-wide)		TVAC facility will be incurring cost of furniture.
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	3,000.00	Travel and training for board members
Legal		
Insurance (property, liability, E & O, etc.)	2,800.00	General liability policy to cover business in pre-opening phase.
Audit		
BOARD OF DIRECTORS TOTAL	5,800.00	
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
OTHER TOTAL	-	
Additional Notes or Details Regarding Transportation Expenditures:		

A3: 3 YEAR OPERATING BUDGET & YEAR 1 BREAK EVEN

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:	120	120	280	280	
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					Include documentation for lender, term, rate, and total principal and interest.
Grants					Provide documentation and details.
Entitlement	\$341,278.00	\$341,278.00	\$1,642,984.54	\$1,642,984.54	Attach the M & O Revenue Template
Salary and Benefit Apportionment	\$429,621.17	\$429,621.17	\$924,504.54	\$924,504.54	Attach the M & O Revenue Template
Transportation Allowance	\$44,928.00	\$44,928.00	\$67,392.00	\$67,392.00	
Special Distributions	NA	NA	NA	NA	From the SDE Special Distributions Doc.
Charter School Facilities	\$44,400.00	\$44,400.00	\$103,600.00	\$103,600.00	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	
Gifted Talented	\$0.00	\$0.00	\$0.00	\$0.00	
Leadership Premiums	\$0.00	\$0.00	\$0.00	\$0.00	
IT Staffing	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	
Math and Science Requirement	\$0.00	\$0.00	\$0.00	\$0.00	
Professional Development	\$10,760.00	\$10,760.00	\$4,370.00	\$4,370.00	
Safe and Drug-Free Schools	\$2,000.00	\$2,000.00	\$5,080.00	\$5,080.00	
Technology (i.e. infrastructure)	\$6,500.00	\$6,500.00	\$6,500.00	\$6,500.00	
Advanced Opportunities	\$0.00	\$0.00	\$0.00	\$0.00	secondary schools only
College and Career Advisors/ Mentors	\$18,000.00	\$18,000.00	\$18,000.00	\$18,000.00	secondary schools only
Literacy Proficiency	NA	NA	\$0.00	\$0.00	
Limited English Proficient (LEP)	NA	NA	\$0.00	\$0.00	
School Facilities (Lottery)	NA	NA	\$26,068.00	\$26,068.00	
REVENUE TOTAL	\$908,587.17	\$908,587.17	\$2,809,599.08	\$2,809,599.08	

Operational Expenditures									
Section 1: Staffing									
1a: CERTIFIED STAFF	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Classroom Teachers									
Elementary Teachers									
Secondary Teachers	4.2	213,120.60	4.20	213,120.60	8.40	426,241.20	8.40	426,241.20	
Specialty Teachers	1.0	50,743.00	1.00	50,743.00	2.00	101,486.00	2.00	101,486.00	This teacher will be our part-time SPED teacher
Classroom Teacher Subtotals	5.20	263,863.60	5.20	263,863.60	10.40	527,727.20	10.40	527,727.20	Average classroom size: 12
Special Education	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
SPED Director									
Special Education Teacher									
Special Education Subtotals	0.00	-	0.00	-	0.00	-	0.00	-	Anticipated % Special Education Students:
Other Certified Staff	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Lead Administrator	1.0	100,000.00	1.00	100,000.00	2.00	175,000.00	2.00	175,000.00	
Assistant Administrator	0.8	35,000.00	0.80	35,000.00	1.60	70,000.00	1.60	70,000.00	This will be our counselor/admin
Other Certified Staff Subtotals	1.80	135,000.00	1.80	135,000.00	3.60	245,000.00	3.60	245,000.00	
CERTIFIED STAFF TOTAL	7.00	398,863.60	7.00	\$398,863.60	14.00	\$772,727.20	14.00	\$772,727.20	
1b: CLASSIFIED STAFF	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Position									
Paraprofessionals- General	1.5	44,791.50	1.5	44,791.50	3.00	89,583.00	3.00	89,583.00	These individuals will be our trainers.
Paraprofessionals- SPED									
Admin / Front Office Staff	1.0	29,861.00	1.0	29,861.00	2.00	59,722.00	2.00	59,722.00	
Other									
CLASSIFIED STAFF TOTAL	2.50	74,652.50	2.50	74,652.50	5.00	149,305.00	5.00	149,305.00	
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%	56,537.80	11.94%	56,537.80	11.94%	110,090.60	11.94%	110,090.60	
Workers comp/ FICA/ Medicare	7.65%	36,223.80	7.65%	36,223.80	7.65%	70,535.40	7.65%	70,535.40	
Group Insurance (Medical/Dental)		52,457.10		52,457.10		99,392.40		99,392.40	\$552.18 per month
Paid time off (provide assumptions)	1.26%	5,968.00	1.26%	5,968.00	1.26%	11,617.60	1.26%	11,617.60	
BENEFITS TOTAL		151,184.70		151,184.70		291,636.00		291,636.00	
CERTIFIED & CLASSIFIED STAFF TOTAL		473,516.10		473,516.10		\$922,032.20		\$922,032.20	
TOTAL STAFF & BENEFITS TOTAL		624,700.80		624,700.80		\$1,213,668.20		\$1,213,668.20	

Section 2: Educational Program					
Za: OVERALL EDUCATION PROGRAM COSTS	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Professional Development	7,500.00	7,500.00	15,000.00	15,000.00	This will be designated for participation
SPED Contract Services	5,040.00	5,040.00	10,080.00	10,080.00	School Psych & SLP (\$35 hour)
Membership Dues	-	-	-	-	
Authorizer Fee	7,500.00	7,500.00	8,000.00	85,000.00	
Other Contract Services (i.e. accounting, HR, management)	5,000.00	5,000.00	5,000.00	5,000.00	Software, auditing service
Office Supplies	1,000.00	1,000.00	2,000.00	2,000.00	
OVERALL EDUCATION PROGRAM TOTAL	26,040.00	26,040.00	40,080.00	117,080.00	
Zb: ELEMENTARY PROGRAM	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Elementary Curriculum					
Elementary Instructional Supplies & Consumables					
Elementary Special Education Curricular Materials					
Elementary Contract Services (provide assumptions)					
ELEMENTARY PROGRAM TOTAL	-	-	-	-	
Zc: SECONDARY PROGRAM	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Secondary Curriculum	16,000.00	16,000.00	16,000.00	16,000.00	Building 21/SLATE
Secondary Instructional Supplies & Consumables					
Secondary Special Education Curricular Materials					
Secondary Contract Services (provide assumptions)					Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	16,000.00	16,000.00	16,000.00	16,000.00	
EDUCATIONAL PROGRAM TOTAL	42,040.00	42,040.00	56,080.00	133,080.00	
Additional Notes or Details Regarding Educational Program Expenditures:					

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.
Technology Software & Licenses	4,500.00	4,500.00	6,000.00	6,000.00	Achieve3000
Computers for Staff Use	-	-	-	-	
Computers for Student Use	36,000.00	36,000.00	48,000.00	48,000.00	Cost \$300 per laptop
Other Technology Hardware (i.e. document cameras, projectors, etc.)	-	-	-	-	
TECHNOLOGY TOTAL	40,500.00	40,500.00	54,000.00	54,000.00	
Additional Notes or Details Regarding Technology Expenditures:					
Section 4: Non-Facilities Capital Outlay					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Furniture (school-wide)					
Kitchen Equipment (warming oven, salad bar, etc.)					
Other Capital Outlay (i.e. library, kitchen small wares, 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	6,000.00	6,000.00	6,000.00	6,000.00	
Legal	5,000.00	5,000.00	2,500.00	2,500.00	Year 1 cost higher due to pre-opening
Insurance (property, liability, E & O, etc.)	2,800.00	2,800.00	3,500.00	3,500.00	Rate increase due to increase in # of
Audit					
BOARD OF DIRECTORS TOTALS	13,800.00	13,800.00	12,000.00	12,000.00	
Additional Notes or Details Regarding Board of Directors Expenditures:					
Section 6: Facilities Details (consistent with facilities template)					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Mortgage or Lease	106,020.00	106,020.00	212,000.00	212,000.00	Close to 15% of the budget
Construction / Remodeling (if applicable)					
Repairs and Maintenance					
Facilities Maintenance Contracts (i.e. snow removal; trash; lawn care, custodial, security, etc.)					
Utilities (i.e. gas, electric, water, etc.)					
Phone	1,500.00	1,500.00	1,500.00	1,500.00	
Other Facilities Related Costs (specify)	25,000.00	25,000.00	25,000.00	25,000.00	Athletic Equipment, cleaning the floors
FACILITIES TOTAL	132,520.00	132,520.00	238,500.00	238,500.00	
Additional Notes or Details Regarding Facilities Expenditures:					

Section 7: Transportation					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Daily Transportation	\$44,928.00	\$44,928.00	\$67,392.00	\$67,392.00	2 bus zones in Y1 and 3 bus zones in
Special Transportation (i.e. SPED, field trips, etc.)					
Other Transportation Costs (specify)					
TRANSPORTATION TOTAL	\$44,928.00	\$44,928.00	\$67,392.00	\$67,392.00	
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					
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
OTHER TOTAL	-	-	-	-	
Additional Notes or Details Regarding Other Expenditures:					

A4: CASH FLOW PROJECTION

Attachment A4: A4 - Cash Flow

9/1/2022

M2 Sports Academy

Page 1 of 1

Idaho Public Charter School Commission													
Cash Flow Operational Year 1													
	Year 1												
	Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE
Total													
Student Enrollment Capacity	120												
Revenue													
Donations and Contributions	0												\$0.00
Loans	0												\$0.00
Grants	0												\$0.00
Entitlement	341,278	\$85,319.50	\$85,319.50			\$68,255.60			\$68,255.60			\$34,127.80	\$341,278.00
Salary and Benefit Apportionment	429,621	\$107,405.25	\$107,405.25			\$85,924.20			\$85,924.20			\$42,962.10	\$429,621.00
Transportation Allowance	44,928	\$11,232.00	\$11,232.00			\$8,985.60			\$8,985.60			\$4,492.80	\$44,928.00
Special Distributions	92,760									\$23,190.00	\$23,190.00	\$23,190.00	\$92,760.00
Total Revenue	\$908,587.17	\$203,956.75	\$203,956.75	\$0.00	\$0.00	\$163,165.40	\$0.00	\$0.00	\$163,165.40	\$23,190.00	\$23,190.00	\$104,772.70	\$908,587.00
Expenditures													
Salaries and Benefits	624,700.80		\$56,791.00	\$56,791.00	\$56,791.00	\$56,791.00	\$56,791.00	\$56,791.00	\$56,791.00	\$56,791.00	\$56,791.00	\$56,791.00	\$624,701.00
Education Program	42,040.00		\$3,821.80	\$3,821.80	\$3,821.80	\$3,821.80	\$3,821.80	\$3,821.80	\$3,821.80	\$3,821.80	\$3,821.80	\$3,821.80	\$42,039.80
Technology Totals	40,500.00		\$3,681.80	\$3,681.80	\$3,681.80	\$3,681.80	\$3,681.80	\$3,681.80	\$3,681.80	\$3,681.80	\$3,681.80	\$3,681.80	\$40,499.80
Capital Outlay Totals	-												\$0.00
Board of Directors	13,800.00		\$1,254.00	\$1,254.00	\$1,254.00	\$1,254.00	\$1,254.00	\$1,254.00	\$1,254.00	\$1,254.00	\$1,254.00	\$1,254.00	\$13,794.00
Facilities	132,520.00		\$12,047.20	\$12,047.20	\$12,047.20	\$12,047.20	\$12,047.20	\$12,047.20	\$12,047.20	\$12,047.20	\$12,047.20	\$12,047.20	\$132,519.20
Transportation	\$44,928.00		\$4,084.30	\$4,084.30	\$4,084.30	\$4,084.30	\$4,084.30	\$4,084.30	\$4,084.30	\$4,084.30	\$4,084.30	\$4,084.30	\$44,927.30
Nutrition	-												\$0.00
Other	-												\$0.00
Total Expenditures	\$898,488.80	\$0.00	\$81,680.10	\$81,680.10	\$81,680.10	\$81,680.10	\$81,680.10	\$81,680.10	\$81,680.10	\$81,680.10	\$81,680.10	\$81,680.10	\$898,481.10
Cash Flow													
Operational Cash Flow		\$203,956.75	\$122,276.65	(\$81,680.10)	(\$81,680.10)	\$81,485.30	(\$81,680.10)	(\$81,680.10)	\$81,485.30	(\$58,490.10)	(\$58,490.10)	\$23,092.60	(\$58,490.10)
Cash on Hand	\$0.00	-	\$203,956.75	\$326,233.40	\$244,553.30	\$162,873.20	\$244,358.50	\$162,678.40	\$80,998.30	\$162,483.60	\$103,993.50	\$45,503.40	\$68,596.00
Cash End of Period		\$203,956.75	\$326,233.40	\$244,553.30	\$162,873.20	\$244,358.50	\$162,678.40	\$80,998.30	\$162,483.60	\$103,993.50	\$45,503.40	\$68,596.00	\$10,105.90

APPENDIX 5: 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

Attachment A5: Facility Options

Submitted: 9/1/2022

M2 Sports Academy

New Charter Petition Facility Option 1						
Location Address	1251 E Piper Ct, Meridian, ID 83642					
Facility Information	Anticipate Move-In Date	Summer 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 Budget Only	
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:		Treasure Valley Athletic Center			
	Physical Address of Home Office:		1251 E Piper Ct, Meridian, ID 83642			
	Website Address:		www.tvacsports.org			
	Company Contact:		Collin Hartmann			
	Company Contact Phone Number:		208-871-4407			

Additional Information - Facility Option 1
Please include any information pertinent to Facility Option 1 that is not already included in Section II (Finance and Facilities Plan) of the petition. Include attachments referenced here or throughout the petition in Attachment F. Links in the final PDF are appreciated. TVAC is currently finalizing the build out of the facility to accommodate M2 Sports Academy. Renderings attached.

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)	N/A	N/A
Land development (include grading, utilities, etc.)	N/A	N/A
Parking, curb, lighting (if applicable)	N/A	N/A
Permits and applicable studies (as applicable)	N/A	N/A
Delivery and set up of modular units (if applicable)	N/A	N/A
Remodel estimate (if applicable)	N/A	N/A
Other	N/A	N/A
Total One-Time Costs		
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment		
Lease term	8/1/2023-8/1/2024	
Interest rate	N/A	
Rate escalator (if applicable, please describe)	N/A	
In which operating year does the school intend to purchase (if option to purchase is applicable)	Choose an item.	We do not intend to purchase.
Capitalization rate at purchase (if applicable)	N/A	
Other	N/A	
Please include any additional narrative here.		
M2 Sports Academy will lease TVAC at a rate of about 15% of the general funds divided by 12 months.		

--

New Charter Petition Facility Option 2

Location Address	1455 S Country Terrace Way, Meridian, ID 83642					
Facility Information	Anticipate Move-In Date	Summer 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:		HSB Academy			
	Physical Address of Home Office:		1455 S Country Terrace Way, Meridian, ID 83642			
	Website Address:		www.hsbacademy.com			
	Company Contact:		Carson Sofro			
	Company Contact Phone Number:		208-675-9350			

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.

HSB is planning on building a facility that will accommodate our school. They currently have 4 other gyms throughout the valley that are accessible to M2 Sports Academy if need be.

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)	N/A	N/A
Land development (include grading, utilities, etc.)	N/A	N/A
Parking, curb, lighting (if applicable)	N/A	N/A
Permits and applicable studies (as applicable)	N/A	N/A
Delivery and set up of modular units (if applicable)	N/A	N/A
Remodel estimate (if applicable)	N/A	N/A
Other	N/A	N/A
Total One-Time Costs		
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment		
Lease term	8/1/2023-8/1/2024	
Interest rate	N/A	
Rate escalator (if applicable, please describe)	N/A	
In which operating year does the school intend to purchase (if option to purchase is applicable)	Operating Year 2	We do not intend to purchase.
Capitalization rate at purchase (if applicable)	N/A	
Other		
Please include any additional narrative here.		

**M2 SPORTS ACADEMY
ARTICLES OF INCORPORATION
Prepared on July 01, 2022**

INCORPORATOR:

Name: Donell McNeal

Street Address: 9147 W. Arabian Drive

City, State, Zip: Boise, Idaho 83709

Telephone: 9093793738

CORPORATION NAME:

M2 Sports Academy, LLC

Trade Name: M2 Sports Academy

PRINCIPAL PLACE OF BUSINESS:

The address where the corporation's principal place of business will be located is:

Street Address: 1251 E Piper Ct

City, State, Zip: Meridian, Idaho 83642

County: Ada

Telephone: (208) 871-4407

Mailing Address: 9147 W. Arabian Drive

City, State, Zip: Boise, Idaho 83709

BUSINESS ACTIVITIES: This corporation will begin on July 01, 2022, with an initial number of employees of approximately 0, and anticipated first year gross revenues of approximately \$0.00.

The primary activities of the corporation can be described as follows: Sports-based 6th-12th secondary charter school.

GEOGRAPHICAL AREA OF BUSINESS OPERATIONS:

The business will conduct its operations in the following geographical area: Treasure Valley.

STOCK:

The corporation will authorize the following number of shares: 0

The shares will be: no par value

FISCAL YEAR:

The fiscal year of the corporation will end each year on December 31.

DIRECTORS:

The following persons will be the initial directors of the corporation:

Name: Bridget Barrus

Address: _____

City, State, Zip: _____, _____

Telephone: _____

Name: Jennifer Broermann

Address: _____

City, State, Zip: _____, _____

Telephone: _____

Name: Kaili McCray

Address: _____

City, State, Zip: _____, _____

Telephone: _____ Ext. _____

Name: Brion Bethel

Address: _____

City, State, Zip: _____, _____

Telephone: _____

Name: David Blu

Address: _____

City, State, Zip: _____, _____

Telephone: _____

Name: Craig Miles

Address: _____

City, State, Zip: _____, _____

Telephone: _____

Name: Tobie Helman

Address: _____

City, State, Zip: _____, _____

Telephone: _____

The terms of the regular directors will be staggered, and the directors will be divided into 3 groups. Each director will serve for a term of 3 year(s).

The directors will not be personally liable to the corporation or its shareholders for obligations arising out of the performance of the directors' duties.

OFFICERS:

The following persons will be elected to fill the respective offices:

President: _____

Address: _____

City, State, Zip: _____, _____

Telephone: _____

Vice President: _____

Address: _____

City, State, Zip: _____, _____

Telephone: _____ Ext. _____

Treasurer: _____

Address: _____

City, State, Zip: _____, _____

Telephone: _____

Secretary: _____

Address: _____

City, State, Zip: _____, _____, _____

Telephone: _____

The corporation will defend the directors and officers against lawsuits.

Instruments which relate to an interest in real estate must be signed by the following:

President or Vice-President and Secretary or Treasurer

The officers are authorized to do the following:

Open a corporate bank account

Obtain a bank loan

Lease office space at _____, _____, _____ from
_____ upon such terms as the officers deem appropriate.

FRINGE BENEFITS:

The owners are interested in establishing the following:

Health care plan for employees
Life insurance benefits for employees
Retirement

SEAL:

The corporation will have a corporate seal.

STOCK CERTIFICATES:

The corporation will not, unless requested, issue stock certificates.

REGISTERED AGENT:

The name and address of the registered agent of the corporation is:

Name: Donell McNeal

Company Name: M2 Sports Academy

Address: 9147 W. Arabian Drive

City, State, Zip: Boise, Idaho 83709

Telephone: 9093793738

ADVISORS:

The following financial and professional advisors will be providing services to the business:

Lawyer: Chris Yorgason

Firm Name: Yorgason Law Offices, PLLC

Address: 6200 North Meeker Place Suite 200

City, State, Zip: Boise, Idaho 83713

Telephone: 208-861-3332



BXNDL1201



STATE OF IDAHO
Office of the Secretary of State, Lawrence Denny
ARTICLES OF INCORPORATION (NONPROFIT)
State Secretary of State
PO Box 85726
Boise, ID 83720-0860
(208) 334-0361
Filing Fee: \$50.00

For Office Use Only

-FILED-

File #: 0008031007

Date Filed: 7/26/2022 11:06:38 AM

B0727-1040 07/26/2022 11:06 AM Received by ID Secretary of State Lawrence Denny

Articles of Incorporation (Nonprofit) Select one: Standard, Expedited or Same Day Service (see descriptions below)		Expedited (+\$40, filing fee \$75)
Article 1: Corporation Name Entity name:		M2 Sports Academy, Inc.
Article 2: Effective Date The corporation shall be effective:		when filed with the Secretary of State.
Article 3: Purpose The purpose for which the corporation is organized is:		Educational
Article 4: Voting Members The corporation:		does not have voting members.
Article 5: Asset Distribution on Dissolution Upon dissolution the assets shall be distributed: other asset distribution: Upon the dissolution of this corporation, assets remaining shall be distributed for one or more exempt purposes within the meaning of Section 581(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.		
Article 6: 501(c)(3) Designation Is this nonprofit a 501(c)(3)? 501(c)(3) purpose for which the corporation is organized:		Yes Said organization is organized exclusively for charitable, religious, educational, and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under the section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code. The business activity for said organization is as follows: M2 Sports Academy is a cluster school centered around sport-specific development.
Article 7: The mailing address of the corporation shall be: Mailing Address:		9147 W APABIAN DR BOISE, ID 83739-9399
Article 8: Registered Agent Name and Address Registered Agent:		Registered Agent: Dorell McNeal Physical Address: 9147 W APABIAN DRIVE BOISE, ID 83739 Mailing Address: 9147 W APABIAN DR BOISE, ID 83739-9399
<input checked="" type="checkbox"/> I affirm that the registered agent appointed has consented to serve as registered agent for this entity.		
Article 9: Incorporator Name(s) and Address(es)		

Page 1 of 2

Page 1 of 2



Name	Incorporator Address
LegalZoom.com, Inc.	CHEYENNE MOSLEY, ASSISTANT SECRETARY 101 N BRAND BLVD 11TH FL GLENDALE, CA 91203

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

Name	Title	Director Address
Donald McNeal	Director	9147 W ARABIAN DRIVE BOISE, ID 83708
Bridget Barnes	Director	9438 W STONEHILL CT BOISE, ID 83708
Jennifer Bergmann	Director	3396 N CHESTNUT WAY BOISE, ID 83708

The Articles of Incorporation must be signed by all listed new incorporator.

<i>Cheyenne Mosley, Assistant Secretary</i> LegalZoom.com, Inc.	<i>07/26/2022</i> Date
--	---------------------------

BO127-1041 07/26/2022 11:06 AM Received by ID Secretary of State Lawrence Denney

BYLAWS OF M2 SPORTS ACADEMY

The name of the organization is M2 Sports Academy. The organization is organized in accordance with the Idaho Nonprofit Corporation Act, as amended. The organization has not been formed for the making of any profit, or personal financial gain. The assets and income of the organization shall not be distributable to, or benefit the trustees, directors, or officers or other individuals. The assets and income shall only be used to promote corporate purposes as described below. Nothing contained herein, however, shall be deemed to prohibit the payment of reasonable compensation to employees and independent contractors for services provided for the benefit of the organization. This organization shall not carry on any other activities not permitted to be carried on by an organization exempt from federal income tax. The organization shall not endorse, contribute to, work for, or otherwise support (or oppose) a candidate for public office. The purpose of the organization is the following:

To establish a charter school for student-athletes.

The organization is organized exclusively for purposes pursuant to section 501(c)(3) of the Internal Revenue Code.

ARTICLE I

MEETINGS

Section 1. Annual Meeting. An annual meeting shall be held once each calendar year for the purpose of electing directors and for the transaction of such other business as may properly come before the meeting. The annual meeting shall be held at the time and place designated by the Board of Directors from time to time.

Section 2. Special Meetings. Special meetings may be requested by the President or the Board of Directors. A special meeting of members is not required to be held at a geographic location if the meeting is held by means of the internet or other electronic communications technology in a manner pursuant to which the members have the opportunity to read or hear the proceedings substantially concurrent with the occurrence of the proceedings, note on matters submitted to the members, pose questions, and make comments.

Section 3. Notice. Written notice of all meetings shall be provided under this section or as otherwise required by law. The Notice shall state the place, date, and hour of meeting, and if for a special meeting, the purpose of the meeting. Such notice shall be mailed to all directors of record at the address shown on the corporate books, at least 10 days prior to the meeting. Such notice shall be deemed effective when deposited in ordinary U.S. mail, properly addressed, with postage prepaid.

Section 4. Place of Meeting. Meetings shall be held at the organization's principal place of business unless otherwise stated in the notice. Unless the articles of incorporation or bylaws provide otherwise, the board of directors may permit any or all directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during

this meeting. A director participating in a meeting by this means shall be deemed to be present in person at the meeting.

Section 5. Quorum. A majority of the directors shall constitute at quorum at a meeting. In the absence of a quorum, a majority of the directors may adjourn the meeting to another time without further notice. If a quorum is represented at an adjourned meeting, any business may be transacted that might have been transacted at the meeting as originally scheduled. The directors present at a meeting represented by a quorum may continue to transact business until adjournment, even if the withdrawal of some directors results in representation of less than a quorum.

Section 6. Informal Action. Any action required to be taken, or which may be taken, at a meeting, may be taken without a meeting and without prior notice if a consent in writing, setting forth the action so taken, is signed by the directors with respect to the subject matter of the vote.

ARTICLE II

DIRECTORS

Section 1. Number of Directors. The organization shall be managed by a Board of Directors consisting of 7 director(s).

Section 2. Election and Term of Office. The directors shall be elected at the annual meeting. Each director shall serve a term of 2 year(s), or until a successor has been elected and qualified.

Section 3. Quorum. A majority of directors shall constitute a quorum.

Section 4. Adverse Interest. In the determination of a quorum of the directors, or in voting, the disclosed adverse interest of a director shall not disqualify the director or invalidate his or her vote.

Section 5. Regular Meeting. The Board of Directors shall meet immediately after the election for the purpose of electing its new officers, appointing new committee chairpersons and for transacting such other business as may be deemed appropriate. The Board of Directors may provide, by resolution, for additional regular meetings without notice other than the notice provided by the resolution.

Section 6. Special Meeting. Special meetings may be requested by the President, Vice-President, Secretary, or any two directors by providing five days' written notice by ordinary United States mail, effective when mailed. Minutes of the meeting shall be sent to the Board of Directors within two weeks after the meeting. A special meeting of members is not required to be held at a geographic location if the meeting is held by means of the internet or other electronic communications technology in a manner pursuant to which the members have the opportunity to read or hear the proceedings substantially concurrent with the occurrence of the proceedings, note on matters submitted to the members, pose questions, and make comments.

Section 7. Procedures. The vote of a majority of the directors present at a properly called meeting at which a quorum is present shall be the act of the Board of Directors, unless the vote of a greater number is required by law or by these by-laws for a particular resolution. A director of the organization who is present at a meeting of the Board of Directors at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless their dissent shall be entered in the minutes of the meeting. The Board shall keep written minutes of its proceedings in its permanent records.

Section 8. Informal Action. Any action required to be taken at a meeting of directors, or any action which may be taken at a meeting of directors or of a committee of directors, may be taken without a meeting if a consent in writing setting forth the action so taken, is signed by all of the directors or all of the members of the committee of directors, as the case may be.

Section 9. Removal / Vacancies. A director shall be subject to removal, with or without cause, at a meeting called for that purpose. Any vacancy that occurs on the Board of Directors, whether by death, resignation, removal or any other cause, may be filled by the remaining directors. A director elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected and qualified.

Section 10. Committees. To the extent permitted by law, the Board of Directors may appoint from its members a committee or committees, temporary or permanent, and designate the duties, powers and authorities of such committees.

ARTICLE III

OFFICERS

Section 1. Number of Officers. The officers of the organization shall be a President, one or more Vice-Presidents (as determined by the Board of Directors), a Treasurer, and a Secretary. Two or more offices may be held by one person. The President may not serve concurrently as a Vice President.

President/Chairman. The President shall be the chief executive officer and shall preside at all meetings of the Board of Directors and its Executive Committee, if such a committee is created by the Board.

Vice President. The Vice President shall perform the duties of the President in the absence of the President and shall assist that office in the discharge of its leadership duties.

Secretary. The Secretary shall give notice of all meetings of the Board of Directors and Executive Committee, shall keep an accurate list of the directors, and shall have the authority to certify any records, or copies of records, as the official records of the organization. The Secretary shall maintain the minutes of the Board of Directors' meetings and all committee meetings.

Treasurer/CFO. The Treasurer shall be responsible for conducting the financial affairs of the organization as directed and authorized by the Board of Directors and Executive Committee, if any, and shall make reports of corporate finances as required, but no less often than at each meeting of the Board of Directors and Executive Committee.

Section 2. Election and Term of Office. The officers shall be elected annually by the Board of Directors at the first meeting of the Board of Directors, immediately following the annual meeting. Each officer shall serve a one-year term or until a successor has been elected and qualified. (Please note that the decision was made to have the board serve a one-year term and to provide the board time to discuss and decide as a board terms collaboratively. The board will be encouraged to stagger terms to avoid the likelihood of having a board without members in the event they all chose to step down at the same time which is highly unlikely but a possibility).

Section 3. Removal or Vacancy. The Board of Directors shall have the power to remove an officer or agent of the organization. Any vacancy that occurs for any reason may be filled by the Board of Directors.

ARTICLE IV

CORPORATE SEAL, EXECUTION OF INSTRUMENTS

The organization shall not have a corporate seal. All instruments that are executed on behalf of the organization which are acknowledged, and which affect an interest in real estate shall be executed by the President or any Vice-President and the Secretary or Treasurer. All other instruments executed by the organization, including a release of mortgage or lien, may be executed by the President or any Vice-President. Notwithstanding the preceding provisions of this section, any written instrument may be executed by any officer(s) or agent(s) that are specifically designated by resolution of the Board of Directors.

ARTICLE V

AMENDMENT TO BYLAWS

The bylaws may be amended, altered, or repealed by the Board of Directors by a majority of a quorum vote at any regular or special meeting. The text of the proposed change shall be distributed to all board members at least ten (10) days before the meeting.

ARTICLE VI

DISSOLUTION

The organization may be dissolved only with authorization of its Board of Directors given at a special meeting called for that purpose, and with the subsequent approval by no less than two-

thirds (2/3) vote of the members. In the event of the dissolution of the organization, the assets shall be applied and distributed as follows:

All liabilities and obligations shall be paid, satisfied and discharged, or adequate provision shall be made therefore. Assets not held upon a condition requiring return, transfer, or conveyance to any other organization or individual shall be distributed, transferred, or conveyed, in trust or otherwise, to charitable and educational organization, organized under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, of a similar or like nature to this organization, as determined by the Board of Directors.

Certification

DONELL MCNEAL, President of M2 Sports Academy, and **BRIDGET BARRUS**, Secretary of M2 Sports Academy certify that the foregoing is a true and correct copy of the bylaws of the above-named organization, duly adopted by the initial Board of Directors on July 31, 2022.

I certify that the foregoing is a true and correct copy of the bylaws of the above-named organization, duly adopted by the initial Board of Directors on July 31, 2022.

By: Date:

_____, President

By: Date:

_____, Secretary

APPENDIX C: BOARD OF DIRECTOR RESUMES

Dr. Larry Kaili McCray

1201 E. Harcourt Dr.

Boise, ID 83642

Day Phone: 208-891-1092 - Work Phone: 208-830-7842

Email: larry_mccray@ios.doi.gov

WORK EXPERIENCE

U.S. Department of the Interior

Office of the Secretary, Office of Wildland Fire

1387 S Vinnell Way, Suite 223

Boise, ID 83709

06/2019 - Present

Department of the Interior Wildland Fire Medical Standards, Safety and Health Lead

Duties/Skills:

- Provide department level, national leadership, planning, development, and coordination on all aspects of wildland firefighter medical standards, safety, and health.
- Provide senior level interagency leadership, advisement and coordination on COVID-19 Prevention and Mitigation policy and guidance.
- Coordinate and collaborate within Department of the Interior bureaus and offices, Office of Personnel Management, Occupational Safety and Health Administration and with external partners and stakeholders.
- Provide oversight and direction for national DOI Wildland Firefighter Medical Standards and DOI USDA Joint Firefighter Health and Wellbeing programs.
- Supervise program staff in the performance of their operational and management duties and complete performance evaluations.
- Serve as Chair of the Department Firefighter Medical Review Board to evaluate medical-related workplace accommodations and suitability to ensure safety of DOI wildland firefighters.
- Support development of requirements and business cases for information systems, science and research and technology in support of the DOI medical standards and firefighter health and wellbeing and risk management.
- Oversee department-wide IDIQ contracts (ceiling of 40 million) serving department-wide programs with medical standards requirements authorized under 5CFR339 and forthcoming Bipartisan Infrastructure law contracts dealing with Firefighter Health and Wellbeing.
- Lead the development of departmental medical standards, safety and health policy and guidance for bureau wildland fire programs.
- Coordinate and liaise with Interior bureaus and USDA, Forest Service on budget, policy and guidance related to preparedness and response programs including risk management, medical standards and firefighter health and wellbeing.
- Support interagency fire activities with respect to audits and studies conducted by the Governmental Accountability Office (GAO), the Office of the Inspector General (OIG), or other organizations.

- Represent the Director, Deputy Directors, and the Department through speaking engagements and participation in a variety of forums, panels, task forces, workshops, both Federal and non-federal, exchanging sources of information and policy expertise, and identifying, analyzing and resolving Departmental and interagency policy and coordination issues with other governmental, State and private interests.
- Develop and deliver concise and effective oral and written presentations, including issue papers, analyses, and briefings, to Interagency and DOI executives including members of the Fire Management Board, Fire Executive Council and external audiences.
- Support development of Congressional testimony, briefing materials, responses to inquiries and other related materials.
- Support development and maintenance of information and documents for DOI and Departmental websites and other outreach mechanisms.

U.S. Fish and Wildlife Service

Branch of Fire Management

3833 S. Development Ave.

Boise, ID 83705

04/2010 – 2019

Department of the Interior Wildland Fire Medical Standards Program Manager

Duties/Skills:

- Supervise program staff, develop work plans and complete performance evaluations.
- Formulate and maintain program office policy, guidelines, procedures, and plans.
- Develop, implement, and communicate program objectives and activities to DOI senior fire management, agency managers, employees, and other partners.
- Analyze, evaluate, and develop program direction and budget, ensuring program goals and objectives are accomplished.
- Serve as Chair of the Wildland Fire Medical Review Board providing expert policy and program advice and guidance to agency officials.
- Develop, coordinate and facilitate program improvements based on data analysis, sound medical standards policy, human resource policy and procedures and occupational health and safety program direction.
- Serve as Contracting Officer's Technical Representative (COR) for the Medical Standards Program contract with Nationwide medical providers (ceiling of 20 million).
- Provide oversight on payment of invoices, contract renewals and modifications.
- Serve as Chair of the Interagency Medical Standards Team responsible for consolidating regulatory, personnel, and legislative policies and procedures federal wildland fire programs having a medical personnel management component.

U.S. Centers for Disease Control & Prevention

4770 Buford Highway

Atlanta, GA 30341

01/2007 - 04/2010

Public Health Advisor**Duties/Skills:**

- Serve as a Public Health Advisor for State Departments of Health in Idaho, Hawaii, Texas, Utah, Oregon, Ohio, Washington D.C., Nevada, California and Puerto Rico. Serve as COR for public health contracts and cooperative agreements.
 - Serve as Lead on development and implementation of National training and technical assistance operations supporting program activities in all 50 states and 6 territories.
 - Work directly with program officials, national and international stakeholders to facilitate programs and practices that promote a socio-ecological approach to prevention.
 - Provide consultation to grantees and contractors in their implementation of specific program goals and objectives. Evaluate program outcomes and progress reports, plans, and other grantee/contractor documents. Conduct program evaluation and prepare feedback and recommendations for distribution.
 - Implement strategies to promote widespread dissemination of knowledge obtained through projects and related initiatives.
 - Contribute to the preparation of articles, tools and program policies; and work across sectors in the preparation of materials for publication. Coordinate and/or participate in national conferences, workshops or meetings.
 - Examine overall program efforts to assess the needs for expanding/curtailing projects or identify operational objectives that better serve the program intent. Recommend appropriate action regarding the initiation, continuation, modification, or termination of program support with consideration of project success and cost efficiency.
 - Apply federal and budgetary guidelines for states carrying out legislatively approved activities through contracts and grants.
 - Recommend program development efforts to Directors and Executives based on knowledge of the internal operations of state and private organizations.
-

Idaho Department of Health and Welfare

450 W. State St

Boise, ID 83705

11/2002 - 01/2007

Section Chief

Duties/Skills:

- Provide clear focus and direction for the Health Promotion & Chronic Disease Prevention Section consisting of the statewide Tobacco Prevention & Control, Asthma Prevention, Diabetes Prevention & Control, Cardio Vascular Disease and Stroke Prevention, Comprehensive Cancer, Oral Health, Injury Prevention, Physical Activity & Nutrition and Arthritis Programs.
- Draft and propose legislative changes and develop legislative impact statements
- Provide leadership to ensure a sustainable and integrated services system.
- Direct and supervise staff (5 Program Managers), conduct performance appraisals, develop and recommend program objectives, policies and procedures and manage budgets.
- Provide leadership and direction regarding chronic disease and health promotion to seven local public health district Executives overseeing 44 counties.
- Identify, develop, implement, and evaluate program partnerships, cooperative relationships, and practices that position the program to support Department strategic objectives.
- Ensure program deliverables, quality, integrity, and compliance with state and federal program requirements.
- Seek opportunities for cooperation, collaboration, partnership and integration with other programs and efforts.
- Build statewide and community coalitions to optimize resources, maximize and promote program efforts and avoid duplication.

EDUCATION

Degree: Doctor of Philosophy (PhD) 07/2004

University of Idaho Moscow, ID

Major: Adult, Organizational Learning and Leadership **Cognate:** Public Health

Degree: Master of Public Health (MPH) 08/2002

Idaho State University Pocatello, ID

Major: Public Health

Degree: Master of Health Education (MHE) 12/2000

Idaho State University Pocatello, ID

Major: Community Health Education

Degree: Bachelor of Science (BS) 12/98

Idaho State University Pocatello, ID

Major: Community Health Education

Certification: Master's Certification in Federal Financial Management 4/2011

U.S. Department of Agriculture Graduate School Washington D.C.

Major: Federal Financial Management

RELATED SKILLS/EXPERIENCE

Key Skills

- Expert skill in building and working with coalitions.
- Proven leader of multidisciplinary, multi-organizational, cross functional teams and large groups.
- Expert skill in critical thinking, strategic planning, and group facilitation.

Department of the Interior

- Firefighter Health and Wellbeing – 2022 to current. Leading a coordinated effort with DOI bureaus and U.S. Forest Service using Bipartisan Infrastructure Law funds to increase capacity to address responder mental health and wellbeing. The effort will include establishing a joint DOI/USDA Forest Service program supported by a joint clinical director FTE, new FTEs in each DOI bureau, including a Tribal Liaison, coordinated by OWF (new FTE); and matching FTEs in the Forest Service. Strategic planning and funding for a national contract to execute services are also planned.
- Wildland Fire Medical and Public Health Advisory Team (MPHAT) - Chair, 2020 to current. Established an interagency committee to advise and provide recommendations on all aspects of COVID-19 prevention and mitigations for wildfire operations. The MPHAT advises the Fire Management Board, Fire Executive Council, and other interagency leadership groups. The scope of MPHAT was recently broadened beyond COVID-19 to address all aspects of firefighter health and wellbeing.
- National Wildfire Coordinating Group (NWCG), Emergency Medical Committee - Chair, 2016 to current. Chair interagency group of wildland fire organizations (U.S. Forest Service, DOI Bureaus, State Foresters, International Association of Fire Chiefs) focused on establishing standards that support rapid delivery of high-quality emergency medical services on national interagency wildland fire incidents.
 - NWCG Risk Management Committee, Advisor: serve as an Advisor to RMC regarding universal risk management principles that help firefighters and fire managers mitigate or eliminate the conditions that lead to accidents, illnesses, injuries and deaths of firefighters and other incident personnel.
 - NWCG Mental Health Sub-Committee, Advisor: serve as an Advisor to MHSC assisting with development of a national interagency approach to proactively identifying and addressing firefighter mental health.
- Contracting Officer's Technical Representative (COR II): 2010 to current.
- FWS Fire Diversity and Inclusion Advisory Team: 2019 trained as a DOI Diversity Change Agent actively working to ensure a workplace culture that embraces diversity and inclusion with the FWS Fire Management Program.
- Rural Alaska Implementation of Medical Standards – Led first successful implementation of the medical standards program/medical exams in rural Alaskan villages. Contributors to success included, community engagement, capacity building, coordination between government entities and native tribes and corporations, strategic and logistics planning.

Centers for Disease Control and Prevention

- Training and Technical Support System - led Division-wide efforts to improve a systematic approach to providing and evaluating training and technical assistance in support of states and regions. This work led to Branch and programmatic policy and systems change (2008 – 2010).
- Sexual Assault in the Military - served on the U.S. Department of Defense Training Committee as an

Advisory Board member (CDC prevention Expert) addressing policies, training requirements and programming relevant to prevention of sexual assault in all branches of U.S. Military (2008-2010).

State Department of Health

- Program Integration and Re-organization - led a multi-year Bureau-wide program integration effort which involved integrating and reorganizing a Chronic Disease Section consisting of 9 individual statewide programs. Outcomes included: integrated strategic plan development, position description changes and integrated funding approach submitted to state legislature and CDC funders for approval (2003-2007).
- Health Disparities: successful at establishing a state level Cultural Liaison position focused on a dedicated effort to help ensure access to public health programs for Migrant Seasonal Farm Workers, American Native Tribes, low socioeconomic status and Lesbian, Gay, Bisexual and Transgender (2004-2007).
- World Health Organization/Centers for Disease Control and Prevention Evidence-Based Training in Public Health and Evaluation: selected as one of two state leaders from all states and territories to attend and evaluate advanced training in Schruns, Austria sponsored by WHO and CDC (2005).
- Trained as a trainer in cultural competency and interpreting for health care providers: training provided by Cross Cultural Health Care Program, Seattle WA (2000).

AWARDS

Department of the Interior

- DOI Secretary Honor Awards - Safety and Health Award of Excellence 2021
- National Institute of Occupational Safety and Health Bullard-Sherwood Research to Practice, *Honorable Mention* 2020
- Department of the Interior Safety and Health Achievement Award 2018
- Department of the Interior FWS Citation for a Heroic Act 2013

Centers for Disease Control and Prevention

- National Center for Injury Prevention and Control Director's Award for Leadership 2008 and 2009

Idaho Department of Health and Welfare

- Director's Award for Leadership 2006

CRAIG A. MILES

3631 E. Darlington Dr. Meridian, ID • 208.995.6369 • craig1miles@gmail.com

PERSONAL PROFILE:

Proven business manager with Overland West Inc. (Hertz Car Rental). I have applied my education in accounting to produce consistently high results through business planning and execution, employee management, and providing excellent customer service. Volunteering in the community by coaching youth sports has allowed me the opportunity to teach youth how to prepare themselves for success in athletics, education, and their future life endeavors.

EDUCATION:

Idaho State University – Pocatello, ID 01/01-05/03 **Bachelor of Business Administration - Accounting**

Ricks College – Rexburg, ID 08/99-12/00 **Associate Degree in Accounting**

Skyline High School – Idaho Falls, ID 09/98-06/01 **High School Diploma**

EXPERIENCE:

City Manager – *Overland West Inc, dba Hertz Car Rental*; Boise, ID 05/13-Present

- Responsible for all aspects of the Hertz, Dollar, and Thrifty car rental location in Boise, ID - customer service; fleet planning, utilization and maintenance; pricing and revenue management; employee training and human resource management. Prepare business plans and fleet plans for the location, responsible for company market share, customer service NPS goals and monthly revenue sales goals and performance. Manage rental car facility and assets.

City Manager – *Overland West Inc, dba Hertz Car Rental*; Casper, WY 05/06-05/13 • Hertz Car Rental city manager in Casper, WY (duties as described above)

Manager in Training, – *Overland West Inc. dba Hertz Car Rental*; Spokane, WA 05/03-05-06

- Trained in all aspects of running a rental location. Managed rental counter and garage operations. Was responsible for personnel management and training, implementation of company policies and procedures, and implementation of incremental sales program. Duties included fleet management, asset management and inventory. Handled customer complaints and NPS performance. Performed daily business processing and reporting, accounts payables, and vehicle accident files.

Counter Sales Representative, Vehicle Service Agent – *Overland West Inc*; Idaho Falls, ID, Pocatello, ID 07/96-03/97 and 04/99-05/03

- Provided customer service to rental car customers using service-oriented sales techniques to maximize revenue opportunities. Processed rental reservations and contracts. Vehicle cleaning, detailing, and preparing vehicles for rental customers.

VOLUNTEERISM :

Lale Hazel Middle School – *Boise, ID* 2022 season • Assistant football coach

Optimist Youth Football – *Boise, ID* 2013–2021 • 4 years as head coach and 5 years as an assistant coach

Boy Scouts of America – *Boise, ID, Casper, WY, Spokane, WA* 2003-06, 12-13, 16-18 • Served as a Scout Master, Assistant Scout Master, Varsity Coach, and Charter Organization Representative

Treasure Valley YMCA – *Boise, ID* 2013–2017 • Volunteer youth basketball coach

Boys and Girls Club of Central Wyoming – *Casper, WY* 2010–2012 • 3 seasons as a flag football coach

The Church of Jesus Christ of Latter-day Saints – *Melbourne, Australia* 1997–1999 • Spanish speaking missionary in the Melbourne Australia Mission

ACHIEVEMENTS:

- 10x Company Annual Business Plan Awards
- Highest Company “A” City Location NPS Customer Service Award 4 times in Boise • 14 Employee Recognition Awards for outstanding customer service
- Idaho State University Rugby "Hall of Fame" Inductee - 2009

REFERENCES:

Barbara Lam-Hales, Manager of Rental Operations, Overland West Inc, Ogden,
UT barbara@overlandwest.com

Steve Jones, Vice President and Director or Rental Operations, Overland West Inc, Ogden,
UT sjones@overlandwest.com

Brad Cox, Optimist Youth Football, League Commissioner, Boise, ID bradjackie32@gmail.com Brad
Willis, Head Football Coach, Lake Hazel Middle School, Boise, ID bigwheel1077@yahoo.com

Brion P. Bethel

Owner/Officer M.B.G., L.L.C. MBG1 INC.

brion@brionbethel.com

Work History: April 2001-Current

Amani Capital Finance

-Responsible for acquisition, appraisal & sale of various investment instruments. Thrifty Car Sales & Rental of Mountain Home, Idaho
Owner Operator

-Responsible for all aspects of sales, service finance and rental -Worked daily with banks on getting consumer loans financed and funded Worked daily on evaluating consumer credit and underwriting loans

June 2012-Current

Mountain Home High School Head Basketball Coach

July 2019-Current

Finance of America Mortgage Adviser

Education

Idaho State University 1992-1997

B.S. Health Care Administration

TOBIE HELMAN



TEACHER & ADMINISTRATOR

CONTACT PROFILE

1-208-420-8024

tobiedhelman@gmail.com

EDUCATION **Master of Education**

Concordia University

2014-2015

Major: Curriculum & Instruction Minor: Career & Technical Education

Bachelor of Science - Education Idaho State University

1998-2001

Major: Physical Education & Health Minor Study: Communications/Spanish

SKILLS

PROFESSIONAL

Written Communication Oral Communication

Problem Solving

Educational Leadership Professional Training

Learning on the Job

Classroom Management Coaching & Counseling

Longtime educator and educational leader with a passion for all students to become true learners and for all educators to be trained and supported in such a way that they can revolutionize global education as we know it.

EXPERIENCE

UNIVERSITY PROFESSOR

The American University in Cairo | 2021-Present Curriculum Planning and Instructional Design All Teaching Duties for Assigned Classes

Writing for Research

Student Advising

Participation on Department Advisory Teams

SECONDARY SCHOOL PRINCIPAL

Lighthouse Christian School | 2016-2021

Oversight and Training of Faculty and Staff

Oversight of Annual Budget and Staffing

Instructional Coaching and Performance Evaluations Student Academic Advising and Behavior Intervention Administration of All School Events

SECONDARY SCHOOL TEACHER

Lighthouse Christian School | 2007-2016

Curriculum Planning and Instructional Design All Teaching Duties for Assigned Classes

English, Speech, Creative Writing, Science, Psychology Student Counseling

Intervention for At-Risk Students

Community Education and Parent Relations

TOBIE HELMAN

TEACHER & ADMINISTRATOR

REFERENCES PROFESSIONAL

Sandra Thompson

(Former Supervisor)

sthomps_54@hotmail.com 1-208-420-7004

Joy Karavedas

(Former Supervisor)

jkaravedas@gmail.com

1-562-242-97777

Bryan DeVore

(Friend/Former Colleague) bryanldevore@gmail.com 1-808-442-2305

PERSONAL

Jamie Shetler

(Friend/Colleague)

jshetler@lighthousecs.org 1-208-420-2205

Daequon Montreal

(Friend/Colleague)

dmontreal@lighthousecs.org 1-208-595-8950

DIRECTOR OF MISSIONS

Twin Falls Reformed Church | 2003-2007

Planning of all Mission/Outreach Events and Trips Oversight of the Annual Budget

Oversight of all Summer Sports Camps

Congregational Education in Global Outreach Graphic Design of all Publications and Advertising 2 Years as Co-Director of Children's Ministry Education

WILLAMETTE VALLEY AREA DIRECTOR

Fellowship of Christian Athletes | 2001-2003

Oversight of Outreach and Educational Leadership for all High Schools and Universities in the Willamette Valley Planning and Leadership of all National and International Events and Camps

US, Thailand, Egypt, Israel

Training of all High School and College FCA Leaders Community Education and Outreach

Graphic Design of all Publications and Advertising

ELL ASSISTANT TEACHER

Robert Stuart Junior High School | 1995-1998 Assist Teachers with the Education of English Language Learners (ELL)

Small Group Instruction of ELL Students

Assist with IEP Creation and Paperwork for all ELL Students

ADDITIONAL SKILLS & RECOGNITION

Extensive Experience with Microsoft Office Programs

Google Suite for Education - Level 1 Certification

Knowledge of Blackboard, Canvas, and other Online Education Platforms ACSI Teacher and Administrator Certification (Association of Christian Schools International) Idaho State 1A

Volleyball Coach of the Year 2012,2013,2014,2016

Jennifer Broermann

3096 S Chieftain Way, Boise, Idaho 83709

Home: 208-362-3180, Cell: 208-890-2398

twntower1@hotmail.com

Objective	To work in a highly motivated and exciting environment. To learn and grow with new challenges.
Experience	<p>Senior Financial Accountant</p> <p>2020 – Present - Micron Technology Inc., Boise, Idaho</p> <ul style="list-style-type: none">• Perform month end duties, to include preparing and posting journal entries, preparing reconciliations, and explaining account fluxes and variances.• Retrieve, organize, and prepare quarterly audit documentation for external auditors. <p>West Finance General Ledger Analyst</p> <p>2016 – 2020 - McClatchy Corporation, Sacramento, California</p> <ul style="list-style-type: none">• Perform month end duties for the West & Central region newspapers, to include journal entries, research, and account reconciliations.• Perform Accounts Payable duties for West & Central regions, to include submission, payment lookup, and purchase orders.• Retrieve and organize quarterly audit documentation for the West & Central regions for internal audit. <p>Staff Accountant</p> <p>2009 – 2016 - Tri City Herald, Kennewick, Washington</p> <ul style="list-style-type: none">• Perform month end duties which include journal entries and reconciliations, for both the Tri City Herald and Centre Daily Times• Perform Accounts Payable and Payroll functions for the Tri City Herald.• Retrieve and organize quarterly audit documentation for both Tri City Herald and Centre Daily Times, for internal audit. <p>Staff Accountant</p> <p>2007 – 2009 - The Idaho Statesman, Boise, Idaho</p> <ul style="list-style-type: none">• Perform month end duties which include journal entries and reconciliations.• Track capital projects from expenses to fixed assets.• Helped in the transition from DTI Advertising System to Mactive Advertising System. <p>Junior Accountant</p> <p>2006 – 2007 - The Idaho Statesman, Boise, Idaho</p> <ul style="list-style-type: none">• Perform month end duties which include journal entries and reconciliations.• Track inventory to include daily newsprint consumption.

- Helped in the transition from Oracle Accounting System to PeopleSoft Accounting System.

Accounts Payable Specialist

2002 – 2006 - The Idaho Statesman, Boise, Idaho

- Responsible for month end accruals and reconciliations.
- Manage all accounts payables for the company.
- Communicate with vendors and employees regarding everything from payments to purchase orders to expense reports.

Project Coordinator

2000-2002 - Dearborn Construction, Inc., Boise, Idaho

- Help three project managers with all job-related paperwork.
- Write contracts, purchase orders, and change orders.
- Liaison between construction and accounting.

Accounts Payable Assistant

1998-2000 - Dearborn Construction, Inc., Boise, Idaho

- Managed half of all construction and general ledger payables for a \$50 million company to include coding and entry.
- Help with month end closing, while keeping all current invoices moving.
- Reconcile half of all contract billings, from waivers to change orders.
- Write checks three times a week, and file Accounts Payable back up.

Education

University of Phoenix - Online, Phoenix, Arizona

2002-2006

- Bachelor of Science in Business - Accounting

Highline Community College – Des Moines, Washington

1996-1998

United States Air Force – Texas, Colorado, and Idaho

1992-1996

Western Washington University – Bellingham, Washington

1991-1992

Mount Rainier High School – Des Moines, Washington

1991

Qualifications

Word, Excel, SAP, BlackLine, PeopleSoft, PBS, Mactive, Kronos Payroll Software, Abinet Newsprint Software, Peachtree, Bidtek, Expedition Construction Software, AS400, Oracle, 10 key-by-touch, 60+ wpm, customer service

References

References upon request.

BRIDGET BARRUS

LMSW

CONTACT

208 283 9502 

bridgetbarrus@gmail.com 

9439 W Stonehill Ct, Boise,
ID 83709 

EDUCATION

**MASTER'S DEGREE // SOCIAL
WORK**
Boise State University
2018

**BACHELOR'S DEGREE//
POLITICAL SCIENCE**
Boise State University
2007

CLINICAL SKILLS

Case Management
Diagnostic Assessment
Treatment Planning
Crisis Intervention
De-Escalation
Clinical Notes
Motivational Interviewing
Interdisciplinary Collaboration
Safety Planning
Needs Assessment

PROFESSIONAL PROFILE

Licensed Master Social Worker with strong therapeutic skills working with diverse populations in private practice, crisis situations, and outpatient and inpatient treatment settings. Dedicated and committed foster and adoptive parent with over 15 years of experience working with children who have experienced trauma and their families. Passionate advocate, compassionate provider, and team player.

SOCIAL WORK EXPERIENCE

SCHOOL COUNSELOR (Grades K-4)/SPECIAL EDUCATION TEACHER

Oneida School District/Idaho Home Learning Academy (August 2020 to Present)

- Provide individualized short-term counseling to students and their families.
- Develop student learning goals and provide direct instruction for students with IEPs.
- Provide crisis interventions and referrals to students and their families.
- Facilitate small social emotional learning groups
- Collaborate with families, teachers, administrators, case managers, and other providers to support student learning and emotional/behavioral health.
- Work with counseling team to provide parent learning opportunities, tools, and resources.
- Plan and implement school wide events and activities including Kindness Week, Red Ribbon Week, and monthly parent roundtables.

HOSPICE SOCIAL WORKER

First Choice Home Health and Hospice (January 2022 to Present)

Aspen Hospice (November 2019 to January 2022)

- Provide coordinated care for patients and their families using a network of resources available in the community.
- Provide counseling and direct clinical and psychosocial supports for individuals affected by chronic/terminal illness and their families.
- Utilize case management skills to provide strengths-based services and care planning for hospice patients.
- Participate and actively collaborate in interdisciplinary team meetings.
- Provide counseling, mediation, and crisis intervention services for patients, families, and their caregivers.
- Maintain accurate and current electronic medical records for all patients.
- Establish and implement a bereavement plan of care for families and caregivers.

MENTAL HEALTH CLINICIAN

Stonehill Cottage, LLC (May 2018 to Present)

- Provide outpatient psychotherapies under clinical supervision.
- Complete clinical assessments and offer individual, family, group, and couple counseling.
- Complete intake assessments by utilizing diagnostic skills in determining best course of treatment.
- Develop and implement appropriate treatment plan based on client needs and best

David Blu

Meridian, ID Mobile: 208-803-8471 Email: mrdavidblu@gmail.com

Business Owner, Basketball Trainer and Youth Exercise Specialist

WORK EXPERIENCE

Tru Blu Landscaping – Meridian, ID

July, 2022 –

Present

Owner

- Residential landscaping company in the Treasure Valley offering design and consultation, bulk and plant material delivery, tree and shrub planting, drip irrigation set up and custom planter boxes.

Zamzows Nursery – Meridian, ID (Chinden location)

February, 2022 –

Present

Sales Associate

- Maintain the tree and shrub lot at the nursery and offer guests guidance on landscaping design and plant material.

After School Athletics - Meridian, ID

February, 2022 -

Present

Athletic Coach

- Create and lead fitness programs for youth of all ages. Specialties include; stretching, breathing, speed, agility, quickness and basketball skills.

HSB Academy – Meridian, ID

October 2021 –

February, 2022

Basketball Trainer

- Ran basketball classes for youth athletes, coached youth basketball teams and provided private training for youth basketball players.

Blu Basketball Consulting – Los Angeles, CA

January 2017 –

October 2021

Basketball Trainer

- Created and ran private and group basketball training for youth and adults.

Pacific Advisors & Guardian Life Insurance Company of America

Financial Professional

October 2017-

September, 2018

- Sold life insurance with a focus on Whole Life and premium financing solutions.

Keller Williams Commercial Real Estate - International

April 2016-

October, 2017

Investor Relations

- Worked with commercial real estate syndicators to raise capital, liaised between general and limited partners.

Merrill Lynch Wealth Management – Los Angeles
2016

March 2015-April

Financial Advisor

- Open new accounts, provide excellent customer service and manage individuals' brokerage accounts, mutual fund and annuity selections and company 401Ks.

Euroleague – International
2014

August, 2002 – June,

Professional Basketball Player

- Maccabi Tel Aviv, Israel
- Le Mans, France
- Virtus Bologna, Italy
- Fortitudo Bologna, Italy
- Benetton Treviso, Italy
- Dynamo St Petersburg, Russia
- Sacramento Kings, National Basketball Association

EDUCATION

University of Southern California (USC), Los Angeles, CA (1998 - 2002)

- Bachelor of Arts in Sociology
- Student-Athlete while maintaining 3.0 GPA

National Academy of Sports Medicine (NASM)

- Youth Exercise Specialist (YES)

SPORTS ACHIEVEMENTS

International Professional Basketball (2002 – 2014)

- Euroleague Champion (two times),
- Israeli League Champion (five times),
- Israeli Cup Winner (six times),
- French National Cup Winner (one time),
- Italian National Cup Winner (one time)

NCAA College Basketball Tournament (1998 - 2002)

- 2001 Elite Eight appearance (team), All East Regional First Team (individual), All Pac 10 Honorable Mention (individual)

M2 Sports Academy ("M2 Sports Academy")

Conflict of Interest Policy and Annual Statement

For Directors and Officers and

Members of a Committee with Board Delegated Powers

Article I - Purpose

1. The purpose of this Board conflict of interest policy is to protect M2 Sports Academy's interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of an officer or director of M2 Sports Academy or might result in a possible excess benefit transaction.
2. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.
3. This policy is also intended to identify "independent" directors.

Article II - Definitions

1. Interested person -- Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial interest -- A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

a. An ownership or investment interest in any entity with which M2 Sports Academy has a transaction or arrangement,

b. A compensation arrangement with M2 Sports Academy or with any entity or individual with which M2 Sports Academy has a transaction or arrangement, or

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which M2 Sports Academy is negotiating a transaction or arrangement. Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. A person who has a financial interest in this policy is based on the IRS model Conflict of Interest policy, which is an attachment to Form 1023. This policy adds information needed to allow M2 Sports Academy to assess director independence in order to answer questions on Form 990.2. A conflict of interest exists only if the Board or Executive Committee decides that a conflict of interest exists, in accordance with this policy.

3. Independent Director -- A director shall be considered "independent" for the purposes of this policy if he or she is "independent" as defined in the instructions for the IRS 990 form or, until

such definition is available, the director: a. is not, and has not been for a period of at least three years, an employee of M2 Sports Academy or an employee of any entity in which M2 Sports Academy has a financial interest does not directly or indirectly have a significant business relationship with M2 Sports Academy, which might affect independence in decision-making; b. is not employed as an executive of another corporation where any of M2 Sports Academy's executive officers or employees serve on that corporation's compensation committee; and does not have an immediate family member who is an executive officer or employee of M2 Sports Academy or who holds a position that has a significant financial relationship with M2 Sports Academy.

Article III - Procedures

1. Duty to Disclose -- In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the Board or Executive Committee.

2. Recusal of Self - Any director may recuse himself or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.

3. Determining Whether a Conflict of Interest Exists -- After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Board or Executive Committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or Executive Committee members shall decide if a conflict of interest exists.

4. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the Board or Executive Committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The Chairperson of the Board or Executive Committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Board or Executive Committee shall determine whether M2 Sports Academy can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board or Executive Committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in M2 Sports Academy's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

5. Violations of the Conflicts of Interest Policy

a. If the Board or Executive Committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board or Executive Committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV - Records of Proceedings

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

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Board's or Executive Committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V - Compensation

a. A voting member of the Board who receives compensation, directly or indirectly, from M2 Sports Academy for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from M2 Sports Academy for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from M2 Sports Academy, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI - Annual Statements

1. Each director, principal officer and member of a committee with Board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflict of interest policy,
 - b. Has read and understands the policy,
 - c. Has agreed to comply with the policy, and
 - d. Understands M2 Sports Academy in order to maintain its federal tax exemption must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
2. Each voting member of the Board shall annually sign a statement which declares whether such person is an independent director.
3. If at any time during the year, the information in the annual statement changes materially, the director shall disclose such changes and revise the annual disclosure form.
4. The Board of Directors shall regularly and consistently monitor and enforce compliance with this policy by reviewing annual statements and taking such other actions as are necessary for effective oversight.
5. To ensure M2 Sports Academy does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:
- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information (if reasonably available), and the result of arm's length bargaining.
 - b. Whether partnerships, joint ventures, and arrangements with management organizations, if any, conform to M2 Sports Academy's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in impermissible private benefit or in an excess benefit transaction.

Article VII - Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, M2 Sports Academy may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Certification

Donell McNeal, President of M2 SPORTS ACADEMY, and Bridget Barrus, Secretary of M2 SPORTS ACADEMY, certify that the foregoing is a true and correct copy of the Conflict of Interest Policy of the above-named organization, duly adopted by the initial Board of Directors on July 31, 2022.

By: Date:

Donell McNeal, President

By: Date:

Bridget Barrus, Secretary

M2 Sports Academy ("M2 Sports Academy")

Director and Officer Annual Conflict of Interest Statement

1. Name: _____ Date: _____

2. Position:

Are you a voting Director? Yes () No ()

Are you an Officer? Yes () No ()

If you are an Officer, which Officer position do you hold:

_____.

3. I affirm the following:

I have received a copy of the Conflict of Interest Policy. _____ (initial)

I have read and understand the policy. _____ (initial)

I agree to comply with the policy. _____ (initial)

I understand that M2 Sports Academy is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of tax-exempt purposes. _____ (initial)

4. Disclosures:

a. Do you have a financial interest (current or potential), including a compensation arrangement, as defined in the Conflict of Interest policy with M2 Sports Academy?

Yes () No ()

i. If yes, please describe it: _____

ii. If yes, has the financial interest been disclosed, as provided in the Conflict of Interest policy? Yes () No ()

b. In the past, have you had a financial interest, including a compensation arrangement, as defined in the Conflict of Interest policy with M2 Sports Academy? Yes () No ()

i. If yes, please describe it, including when (approximately): _____

ii. If yes, has the financial interest been disclosed, as provided in the Conflict of Interest policy? Yes () No ()

5. Are you an independent director, as defined in the Conflict of Interest policy? Yes () No ()

a. If you are not independent, why?

Date: _____

Signature of Chair/President or Director

APPENDIX D: SCHOOL LEADER & ORGANIZATIONAL CHART

Donell T. McNeal

9147 W. Arabian Dr.
Boise, Idaho 83709
909-379-3738
mcneal_donell@yahoo.com

EDUCATION

Educational Administrative Services Credential

Idaho State University/University of Idaho: Completed February 2011

Emphasis: Educational Leadership Certificate: School Principal Endorsement

Masters in Counseling B.S. in Human Exceptionality (Spec. Ed. & Psych) Idaho State University, Pocatello, Idaho Idaho State University, Pocatello, Idaho Graduation Date: May 2004 Graduation Date: May 2002

GPA 3.6/4.0 Emphasis: Behavior Disorders

PROFESSIONAL EXPERIENCE

Principal, Central Academy Aug. 2014-2022 Meridian, Idaho

- Transitioned staff and students to competency/mastery/personalized learning environment • Organized and facilitated Professional Learning Communities
- Clear building-wide goals focused on high impact instruction based on Danielson Framework for Teaching
- Effectively communicate with parents through newsletters, informal conversations, and parent groups
- Recruit and retain excellent teachers from high performing schools

Assistant Principal, Eagle High School Aug. 2010-June 2014 Eagle, Idaho

- Lead state's system of accountability at the school level (i.e. Star Rating System) • Counseled students
- Created behavior group for struggling students (i.e. RtI, MTSS)
- Supervised and evaluated staff
- Member of Joint School District's Student/Parent Handbook committee

Counselor, Canyon Ridge High School Aug. 2009-June 2010 Twin Falls, Idaho

- Helped facilitate English Language Learner objectives as a part of school improvement process
 - Advanced Placement coordinator
 - ACT and PLAN testing coordinator
 - ISAT coordinator-evaluated ISAT data, implanted academic & non-academic interventions
 - National Honor Society advisor
 - Coordinated school's master schedule
 - Worked with Hispanic Youth symposium to identify at-risk and college bound students
 - Facilitated college planning for all students
- Implemented night school for at-risk students that served as an enrichment opportunity for students struggling in math

Counselor, Ramona Middle School Aug. 2008-June 2009 La Verne, California

- Consulted with teachers and staff regarding meeting the academic needs of students •
- Counseled small groups and individual students with problems/concerns • Group facilitator for Student Assistance/Success Team
- Performed individualized review of student's academic and behavior records

Counselor, Preston Junior High School Aug. 2004-May 2006 Fort Collins, Colorado

- Participated in the student placement to foster the highest level of student success •
- Facilitated NAEP testing
- Assisted teachers with concerns related to emotional, social, and personal development of students
- Assisted in the development of the master schedule
- Facilitated parent-teacher, parent-principal, Section 504, and IEP meetings

Academic Advisor, Idaho State University September 2003- May 2004 Pocatello, Idaho

- Provided support for minority, transfer, and international students
- Assisted with educational and career planning using assessment instruments • Helped organize visitation programs for high school students with focus being on the minority population
- Understood and followed the Code of Ethics as distributed by the American Counseling Association as well as the National Academic Advising Association

VOLUNTEER EXPERIENCE

- YMCA Youth Basketball Coach, Boise, Idaho
- Optimist Youth Football Coach, Meridian, Idaho
- Assistant Coach, Varsity Football, Canyon Ridge High School
- Assistant Coach, Varsity Football, Bloomington High School
- Saturday School, Department of Special Education, Idaho State University •
- Steppin' Up, High School Visitation Program, Idaho State University
- U.N.I.T.E, Minority Youth Conference, Idaho State University
- Held Football Camp for children with mental health issues, Idaho Falls, Idaho • Organized free-throw-a-thon where proceeds went to local shelter, Pocatello, Idaho

PUBLICATIONS AND RESEARCH

- McNeal, D. (2010). *Twin Falls counselors: Economy impacting student concerns*. Magic Valley Times.
- McNeal, D. (2009). *Higher education, Higher stress: Recession forces families to reconsider college options*. Magic Valley Times.
- McNeal, D. (2005). *Transitioning of student-athletes: High School to College*. Idaho State Journal.
- McNeal, D. (in progress). *Integration of culture and play therapy*. Journal of Counseling and Development.
- Hill, N. R., Vereen, L. G., McNeal, D. (2005). *Assessing the multicultural counseling competence of counselor trainees*. Quantitative Research. Journal of Mental Health Counseling.

PRESENTATIONS

- McNeal, D., Filer, S., Galloway, J., Walker, N. (2014 & 2015). *Tackling Teen Drug/Alcohol Use*. Parent Event. Eagle & Meridian, Idaho.
- McNeal, D., (2012). Canyon Ridge High School – Graduation Speaker. Twin Falls, Idaho
- McNeal, D., Hill N., Vereen L. (2006). *Group work with At-Risk Adolescents*. Professional Development Workshop. Pocatello, Idaho
- McNeal, D., Lewis, C., Moore III, J. (2006). *Educational Needs of African American Males*. National Conference. Denver, Colorado.

McNeal, D., Hill N., Vereen L., (2004). *Multicultural Counseling*. Rocky Mountain Association for Counselor Education and Supervision, Breckenridge, Colorado.

McNeal, D. (2004). *Exploring growth and development through culture and play*. Paper presented at the Idaho Counseling Association, Boise, Idaho.

McNeal, D. (2003). *Promoting change and optimism in African American male students*. U.N.I.T.E. Program, Pocatello, Idaho.

McNeal, D. (2001). *An undergraduate's perspective on attending a predominantly white university*. Steppin' Up Program, Pocatello, Idaho.

ORGANIZATIONS AND ACTIVITIES

- Idaho Principal Network 2015
- Educate Idaho Network 2015
- Idaho Association of School Administrators, Project Leadership 2010
- California School Counseling Association 2008
- Educational Trip to Washington D.C. 2008
- Mission Trip to South Africa and Zimbabwe 2007
- Educational Trip to Costa Rica 2006
- American Counseling Association 2003
- Idaho Counseling Association 2003
- Vice President, Fellowship of Christian Athletes 2000-2001
- Vice President, Student Athlete Advisory Committee 1999-2001
- Team Captain, Idaho State University Football Team 2001

HONORS AND AWARDS

- Idaho State University-College of Education "Outstanding Young Alumni Recipient" 2016 • Idaho State University Alumni Association-Board of Directors 2015-2019 • Twin Falls School District Employee of the Month 2010
- Canyon Ridge High School Faculty of the Month 2010
- Chi Sigma Iota, Counseling Honor Society 2004
- Graduate Student Poster Winner (Culture & Play Therapy), Idaho Counseling Assoc. 2004 • Associated Press Coaches Good Works All-American Team 2001
- Big Sky Conference Academic All-Conference 2001

SKILLS

- Blended Learning
- Personalized Learning
- Data analysis
- Microsoft Office
- Organizing school wide assessment
- Pearson Powerschool
- Public Relations
- Working with at-risk & diverse populations
- Working with student-athletes

M2 Sports Academy Executive Director Roles & Responsibilities

The Executive Director will work with the M2 Sports Academy Board of Directors, director of academics, director of sports performance, teachers, trainers, parent organization, staff and community leaders in the following areas:

Executive Leadership - As the school's "Executive Director" the successful candidate must:

- Embody, advocate for, and execute on the mission, vision and strategic direction of M2 Sports Academy Charter School;
- Support the Board's strategic planning process by proposing relevant priorities and implementing key annual action plans that align with the school's multi-year strategic plan;
- Support and supervise the school's directors, and also indirectly with all educational staff including the, teachers, classified employees, school counselor, and sports development trainers;
- Foster a culture that breeds collective efficacy within the school by creating a trusting, collaborative, open, and positive atmosphere amongst staff generally and respectful, professional relationships between individual staff members;
- Serve as the staff's primary liaison to the Board of Directors bringing updates, concerns, recommendations, resource requirements, and major issues to the board's attention in a timely manner;
- Reinforce the Board's governance and fiduciary responsibilities by participating in monthly board meetings; preparing monthly administrative reports; and developing recommendations for board consideration that combine the best interests of students and the needs of M2 Sports Academy with the focus and direction the Board desires.

Operations - The Executive Director will supervise key operational staff directly and develop and oversee all administrative and organizational support activities including:

- Human Resource policies and procedures;
- Technology (including planning, support, and all other administrative aspects);
- Facilities including custodial, maintenance, and food service operations;
- Vendor management including physical supplies and required services;
- Coordination and development, with school's directors, various site calendars;
- Community outreach and routine fundraising activities.

Financial Management - The Executive Director will manage the day-to-day finances of the organization including the following specific responsibilities:

- Develop an annual budget for board approval;
- Manage an annual operations budget ensuring fiscal stewardship and sustainability for the organization including timely accounts payable;
- Facilitate, prepare for, and attend annual audits and implement any audit findings;
- Provide financial reports to the M2 Sports Academy community, Board of Directors, Idaho Public Charter School Commission, and other agencies as mandated by law and relevant policies;
- Inform the Board of Directors of general fundraising needs and requirements;

Compliance - The Executive Director is directly responsible for ensuring that the school is in compliance with all federal, state, and charter commission laws and policies as well as adhering to best practices in matters of risk management. Specific compliance duties include:

- Ensuring all legal and contractual obligations are met;
- Filing all necessary reports, claims, and forms to Idaho Public Charter School Commission, Idaho Department of Education, and other governing bodies;
- Ensuring the school's facilities meet health and safety requirements;
- Protecting the school, employees, and board by ensuring all prudent insurance policies are in place at sufficient levels;
- Developing and following safety and risk management best practices (including volunteer risk management, cybersecurity, and all other building safety risks); and,
- Assisting the Board in preparing for formal board approval all relevant and prudent school policies and related procedures.

External Relations - The Executive Director is the school's key spokesperson and primary public face to both the extended school community and external stakeholders. As such, a successful Executive Director will:

- Provide regular communications with families and other stakeholders;
- Attend various school and community events;
- Nurture positive relationships with all community leaders including donors, elected officials, business owners, and residents of Coburg;
- Maintain positive relationships with and explain and clarify information received from various agencies including West Ada School District, Idaho Department of Education, and other trade and governing bodies;
- Work with the Board of Directors to establish fundraising goals, cultivate donors, and secure charitable contributions.
- Oversee the organization's website, electronic communications, and social media properties to present and protect the school's brand;
- Implement such marketing and communications plans as may be necessary to continue attracting a diverse and sufficient student population to the school and supporting all necessary development efforts.

The Executive Director may be required to perform duties not specified in this description of roles and responsibilities as required for the successful operation of the school and agreed with the Board of Directors.

APPENDIX E: EDUCATIONAL SERVICE PROVIDER

BUILDING 21 **AGREEMENT FOR SERVICES**

This Agreement for Services (the “Agreement”) is made this ____ day of ____, _____, by and between Building 21 (“BUILDING 21”), a Pennsylvania nonprofit corporation, and M2 Sports Academy (the “School”), a **ID District Public School**. BUILDING 21 and the School will be referred to individually as a “Party” and collectively as the “Parties” herein.

For valuable consideration, the sufficiency of which is hereby acknowledged, BUILDING 21 and the School agree as follows:

1. Purpose. Building 21 is a nonprofit corporation organized and operated for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”) whose primary purpose is to provide educational services (the “Services”), such as school model/curriculum design, technology design and support, and professional development and partnership development, to encourage and enrich the development of innovative public schools. The School is a M2 Sports Academy District public school that wishes to engage BUILDING 21 to provide the Services. The purpose of this Agreement is to clearly identify the roles of the Parties and the responsibilities to be provided by each during the term of this Agreement, all in furtherance of their respective charitable and/or educational missions.

2. Term & Termination.

- (a) The Term of this Agreement will commence on 7/1/2022 and terminate on 06/30/2023 (the “Term”).
- (b) Each Party may terminate this Agreement prior to the end of the Term upon an occurrence of the other Party’s breach of any term or terms of this Agreement. The terminating Party shall provide written notice to the breaching Party of its intention to terminate the Agreement. The breaching Party shall have thirty (30) days from the receipt of notice to, at its own expense, cure any breach that may be reasonably accomplished promptly. The terminating Party (i) may withhold performance of any obligation under this Agreement pending cure of breach and (ii) retains the right to claim damages for delay as well as for any harm caused or not prevented by the cure.
- (c) In the event the performance of any term of this Agreement jeopardizes the reputation of BUILDING 21, BUILDING 21’s 501(c)(3) tax-exempt status, BUILDING 21’s property, or financing (or the interest income thereon), or will prevent or prohibit any individual or organization from utilizing BUILDING 21 or any of its services, or if for any other reason said performance should be deemed illegal, BUILDING 21 may terminate this Agreement immediately.
- (d) Notwithstanding the above, any breach to Sections 7, 8, 9, 13, and 14 of this Agreement will entitle the terminating Party to terminate this Agreement immediately.

3. Services & Deliverables.

- (a) BUILDING 21 will, in collaboration with the School, provide the Services described in the Scope of Work (the "SOW") attached as Exhibit A. If the School requests, BUILDING 21 may provide additional services (the "Additional Services") if the Parties execute an Addendum to this Agreement that includes: (a) a description of the Additional Services; and (b) the amount and time of payment of the fee for the Additional Services, and any other relevant information. The term Services includes any Additional Services provided pursuant to this Agreement.
- (b) BUILDING 21 understands and agrees that the Services are personal services of the essence of this Agreement and will not sub-contract, assign, or delegate this Agreement to anyone else without the prior written consent of the School.

4. Duties of School. During the Term, the School shall be responsible for:

- (a) Providing a private, safe, and clean space where BUILDING 21 can perform the Services ("Services Location"). The School must provide BUILDING 21 reasonable, prior written notice of any change in the Services Location.
- (b) Setting and communicating adequate time for BUILDING 21 to conduct the Services. The School must provide BUILDING 21 reasonable, prior written notice of any change in the designated time.
- (c) Additional School responsibilities are indicated in the Description of Additional School Responsibilities section of the SOW.

5. Duties of BUILDING 21. BUILDING 21 will use best efforts in performing its duties in compliance with this Agreement and meeting the scheduling requirements of the School as stated in the SOW.

6. Ownership of Work Product.

- (a) Work Product. BUILDING 21 shall solely and exclusively retain all ownership, title to, interest in, and other rights in all documents, reports, materials, forms, supplies and equipment, and any other work product(s) whatsoever, in whatever form and derivatives thereof in all media now known or hereafter devised (collectively, the "Work Product"), produced for or obtained in connection with the Services. BUILDING 21 hereby grants to School a worldwide, royalty-free, non-exclusive license to the Work Product in perpetuity; provided, however, that such license may be used only for School's educational purposes and may not be used for commercial purposes.
- (b) Copyright. To the extent that any Work Product relating to this Agreement developed by BUILDING 21 for licensed use by the School embodies a copyrightable work, BUILDING 21 and the School agree that such copyrightable work(s) shall be the property of BUILDING 21 and shall not be considered as one (1) or more works made for hire by BUILDING 21 for the School, within the meaning and purview of 17 U.S.C. §101 and §201(b). The School shall furnish promptly to BUILDING 21 any instruments that BUILDING 21 may from time to time request to evidence, establish, maintain, or protect BUILDING 21's rights in and ownership of the Work Product.

7. Confidentiality & Non Disclosure.

- (a) Covenant. The Parties understand and acknowledge that each Party may receive from the other certain information under or related to this Agreement that is not otherwise known to the public including this Agreement and the information contained herein (“Confidential and Proprietary Information”) and each Party agrees to hold in confidence such Confidential and Proprietary Information. Each Party will not disclose Confidential and Proprietary Information of the other to third persons without the prior written consent except: (i) to the extent necessary to comply with any law, rule, or regulation including the valid order of any governmental agency or any court of competent jurisdiction; (ii) as part of normal reporting or review procedure to auditors and attorneys; (iii) to the extent necessary to obtain appropriate insurance to an insurance agent; or (iv) as necessary to enforce rights and perform obligations under this Agreement. If a Party is legally required to disclose Confidential and Proprietary Information, the disclosing Party will notify the other immediately upon learning of such obligation.
- (b) Return or Destruction of Confidential and Proprietary Information. Each Party agrees to return any and all Confidential and Proprietary Information of the other or destroy such information, on request of the other or upon the expiration or termination of this Agreement, whichever occurs first.
- (c) Relief. If a Party fails to hold such Confidential and Proprietary Information confidential, or provides or reveals the Confidential and Proprietary Information to any unauthorized person, in any way, whether written or oral, without the express prior written consent of the other, the disclosing Party will be liable to the other for equitable relief and damages, including reasonable attorneys’ fees and incidental expenses resulting from any such improper use.

8. Assignment. This Agreement may not be assigned by either Party, in whole or in part, without the prior written consent of the other.

9. Advertising. Each Party will acquire no right to use, and will not use, without the other Party’s prior written consent, the names, characters, artwork, designs, trade names, copyrighted materials, trademarks, or service marks of the other Party, any related organizations, employees, directors, trustees, officers, grantees, assigns, successors, or licensees:

- (a) in any advertising, publicity, press release, presentation, or promotion;
- (b) to express or to imply any endorsement; or
- (c) in any manner other than expressly in accordance with this Agreement or pursuant to the other Party’s prior written consent.

10. Fees & Expenses. The School will pay BUILDING 21 a one-time fee of \$16,000 for the Services upon execution of this contract.

11. Indemnification & Insurance.

- (a) Each Party agrees to indemnify and hold harmless the other Party and its related companies, employees, directors, trustees, officers, assigns, successors, or licensees from and against any and all claims, demands, actions, settlements, or judgments, including attorney's fees and litigation expenses, based upon or arising out of the activities described in the Agreement, where

such claims, demands, actions, settlements, or judgments relate to the Party's negligent actions or omissions or breach of this Agreement.

- (b) Each Party will obtain and maintain reasonable and customary insurance applicable to its respective activities.

12. Independent Contractor. In performing the Services, BUILDING 21 will be acting as an independent contractor. Nothing contained in this Agreement will be construed to create a partnership or joint venture between the School and BUILDING 21, or to authorize BUILDING 21 or the School to act as a general or special agent of the other Party in any respect, except as specifically set forth in this Agreement.

13. Standards of Conduct. The parties each agree that it will not engage in any activity that negatively reflects on the other party, its mission, or is not in compliance with the highest standards of business ethics and applicable legal requirements.

14. Compliance. Each Party warrants that it shall fully comply with all applicable federal, state, and local statutes, rules, and regulations and acknowledges that it shall be deemed a material breach of the Agreement if it shall fail to observe this requirement.

15. Notices. All notices permitted or required by the Agreement will be deemed given when made in writing and delivered personally, by a nationally recognized overnight delivery service, or bonded carrier, or deposited in the U.S. mail, postage prepaid, return receipt requested, addressed to the other Party at the address set forth below or such other address as the Party may designate in writing:

If to BUILDING 21:

Dr. Charles Linehan
Building 21
265 Lehigh St.
Allentown, PA 18102

If to the School:

M2 Sports Academy District
Attn: Donell McNeal
9147 W. Arabian Drive
Boise, Idaho, 83709

16. Miscellaneous.

- (a) Headings. Section headings are for convenience of reference only and will not be used to construe the meaning of any provision of this Agreement.
- (b) Counterparts. This Agreement may be executed in any number of counterparts, each of which will be an original, and all of which will together constitute one Agreement.
- (c) Severability. Should any part of this Agreement be invalid or unenforceable, such invalidity or unenforceability will not affect the validity and enforceability of the remaining portions.
- (d) Authority. Each individual signing this Agreement warrants that: (i) the Party for which such individual is signing has duly authorized such execution; (ii) the execution and performance of this Agreement by such Party has been duly authorized by all applicable laws and regulations and all necessary corporate action; and (iii) this Agreement constitutes a valid and enforceable obligation of the Party in accordance with its terms.

- (e) Law. This Agreement will be construed in accordance with the laws and in the courts of the Fourth District Court of the State of Idaho located in Ada County, Idaho.
- (f) Amendment. This Agreement may not be modified except in writing executed by both Parties.
- (g) Entire Agreement. This Agreement constitutes the entire agreement of the Parties hereto and supersedes all prior agreements and representations, whether oral or in writing, with respect to the subject matter hereof.
- (h) Waiver. The failure to exercise any right provided in this Agreement may not be construed as a waiver of any other opportunity to exercise rights under the Agreement.
- (i) Survival. The provisions of Sections 6, 7, 9, 11, and 16 will survive the termination of this

Agreement. *(remainder of page intentionally left blank; signature page follows)*

IN WITNESS WHEREOF, BUILDING 21 and the School, in consideration of the covenants herein contained and intending to be legally bound hereby, have caused this Agreement to be duly executed this 21st day of April, 2021.

BUILDING 21

By:

Title:

M2 Sports Academy District

By:

Title:

EXHIBITS

Exhibit A: Scope of Work

Exhibit A

Scope of Work

Any custom design or development work beyond what is outlined below will be purchased through a separate contract with the developer.

LMS hosting and support sections), technical	Includes 24x7 hosting on an independent virtual server, initial LMS and CBL configuration (i.e. branding, importing users and support, and new feature deployments.
PLP and School Compass	Setup, configuration, and routine maintenance for all dashboards: <ul style="list-style-type: none">• Root folder configuration, adding users, and template propagation.• Creation and configuration of student PLP's.• Basic Admin Console and CopyScripts training for school level staff for routine maintenance.• Maintenance and support of PLP's, School Compass, and all issues with the Admin Console.
Coaching	<p>Two coaches and 15 hours of virtual coaching. Coaching includes the following:</p> <ul style="list-style-type: none">• Continue to build capacity of administrators and school-based staff to transition effectively to a competency-based system, including Competency-Based Crediting and Progression, Opportunity mapping, Working with Continua and Competencies, Professional Development Planning and Activities, and Norming student work.• Ensuring that CBE implementation plans are compatible with the LMS.• Planning sessions to decide LMS configuration settings (e.g. Competencies/skills, evidence requirements, minimum thresholds, etc.).• Feedback on performance tasks and support aligning to competencies. <p>Total \$16,000</p>

Appendix F: Notification Letter to School District

M2 SPORTS ACADEMY

"Preparing student-athletes to be college, career, life, and future ready!"

Superintendent Dr. Derek Bub
West Ada School District
1303 E Central Drive
Meridian, ID 83642

July 31, 2022

Dear Superintendent Bub:

M2 (Mobile Mastery) Sports Academy will be a sports-focused public charter school for student-athletes in grades 6th through 8th grade that are passionate about the learning opportunities facilitated through their involvement in athletics, founded by veteran educator, school administrator, and entrepreneur Donell McNeal. M2 Sports Academy has created a unique approach to education that meets the needs of its target population, while providing student-athletes a rare educational opportunity designed to meet their emotional and academic needs through a comprehensive sports performance-based model to educate the whole child. We anticipate expanding to high school in the Fall of 2024.

Under Idaho Code, section 33-5205A, M2 Sports Academy is submitting a copy of the completed charter to Superintendent Derek Bub and the West Ada School District Board of Trustees. The purpose of this letter is to inform the West Ada School District of the primary attendance area and to let the district know that M2 Sports Academy is seeking an authorizer. M2 Sports Academy will be submitting the enclosed charter petition to the Idaho Public Charter School Commission for authorization with an anticipated open date of Fall 2023.

If you have any questions or concerns, please feel free to contact Donell McNeal at m2sportsacademy@gmail.com.

Sincerely,

Mr. Donell McNeal
M2 Sports Academy Founder
m2sportsacademy@gmail.com
(909) 379-3738

M2 Sports Academy Questionnaire

M2 Sports Academy is a sports-focused school of choice for student-athletes in grades 6th-8th (adding grades 9th-12th in Fall 2024) that are passionate about the learning opportunities facilitated through their involvement in athletics, founded by veteran educator, school administrator, and entrepreneur Donell McNeal. M2 Sports Academy has created a unique approach to education that meets the needs of its target population, while providing student-athletes a rare educational opportunity that will meet their emotional and academic needs through a comprehensive sports performance-based model to educate the whole child. One key to the model is that

Please note ***ALL STUDENT-ATHLETES will participate in sports for their home middle or high school. We will NOT be offering sports teams. ***

We are asking for feedback from families, students, athletic coaches, trainers and community members to support the need for athletes to have an educational option where ATHLETES CAN TRAIN DURING THE DAY (EARNING ACADEMIC ELECTIVE CREDITS) and PARTICIPATE IN A COMPETENCY-BASED LEARNING ENVIRONMENT (EARNING THEIR CORE ACADEMIC CREDITS).

Email *

Valid email

Name (First, Last) *

Your answer

City of Residence *

Your answer

Occupation *

Your answer

Would you support the creation of a SPORTS-FOCUSED CHARTER MIDDLE/HIGH SCHOOL in the Treasure Valley? *

☐ Yes

☐ No

If you answered YES to the above question, please state your reasons below. *

Your answer

Submit

Clear form

Email Address	Name (First, Last)	City of Residence	Occupation	Would you support the creation of a SPORTS-FOCUSED CHARTER MIDDLE/HIGH SCHOOL in the Treasure Valley?	If you answered YES to the above question, please state your reasons below.
jyoung@kunaschools.org	Jacqueline Young	Kuna	School Attendance Office	Yes	Students who have a strong passion for sports and not education can now have the best of both worlds. As a parent athlete I would greatly appreciate having evenings back rather than morning to night shuffling kids.
dbradburn@kunaschools.org	Debra Sue Bradburn	Nampa	Instructional Coach	Yes	This would be another school that would offer choice and meet the needs of the students enrolled.
btaylor@e3church.co	Brian Taylor	Kuna	Pastor	Yes	Kids need encouragement and after school programs
kallie.komoda@gmail.com	Kallie Komoda	Meridian	Pharmacist	Yes	This fills an unmet need in our community.
tonyahaustveit@gmail.com	Tonya Haustveit	Meridian	Business Owner	Yes	Student athletes need an environment where they can combine both the importance of getting an education and allowing time during the day to train. Currently many student athletes are having to take limited elective courses that will not help them in their quest to become a collegiate athlete or their future. By allowing student athletes to receive their fundamental education and provide sports-based training for their elective options, we are truly allowing students to choose what is best for them and their future.
jkschneidt@yahoo.com	Kacey Schneidt	Meridian	Principal	Yes	It would be great for kids that spend hours outside of school training for their sport.
aishathomas@yahoo.com	Aisha Reed	Meridian	Executive Assistant	Yes	Our city and area need to keep up with surrounding states if we want kids to have the ability to compete, keep up, and have opportunities at the next level. Having options like sports academies for student-athletes and families keeps kids with their families in their younger developmental years while still having the opportunity to grow and develop their game.
ajyork@kunaschools.org	AJ York	Meridian	Teacher	Yes	I think options are good. I think people have different dreams and skills. Offering differentiation with an education in the programs is a good idea.
serenahuff@gmail.com	Serena, Huff	Meridian	SLP	Yes	For those student-athletes wanting to receive academic elective credits for the hard work they put into improving their skills and learning their sport, I say, go for it!
cjudd23@yahoo.com	Cambrie Judd	Meridian	Fitness instructor	Yes	This will help the youth here in the treasure valley.
qbrown21@gmail.com	Quinn Brown	Boise	Dentist	Yes	This would help Idaho athletes achieve their goals.
iamhappyjenn@yahoo.com	Jennifer Wagenseller	Boise	Educator	Yes	Sports not only teach a skill but many life skills such as teamwork, collaboration, conflict resolution, work ethic, goal setting, and accountability.
shellylemanuel@gmail.com	Shelly Manuel	Kuna	School Principal	Yes	I believe that these students will receive a great education and also follow their dreams of playing sports at a higher level. This gives them the opportunity to work on their skills while getting educated. The best of both worlds.

APPENDIX G: ADDITIONAL APPENDICES

Lease Assignment

This Assignment is made on _____ by Donell McNeal, 9147 W. Arabian Drive, Boise, Idaho 83709 (Assignor), to M2 Sports Academy, 9147 W. Arabian Drive, Boise, Idaho 83709 (Assignee).

For value received, Assignor assigns and transfers to Assignee that Lease, dated _____, executed by Assignor as Lessee and by Treasure Valley Athletic Center, 1251 E. Piper Court, Meridian, Idaho 83642 regarding the property located at _____, _____, _____, hereinafter referred to as the Lease together with all his right, title, and interest in and to the lease and premises, subject to all the conditions and terms contained in the Lease, to have and to hold from _____, until the present term of the Lease expires on _____.

A copy of the Lease is attached hereto and made a part hereof by reference.

Assignor covenants that Assignor is the lawful and sole owner of the interest assigned hereunder; that this interest is free from all encumbrances; and that Assignor has performed all duties and obligations and made all payments required under the terms and conditions of the Lease.

Assignee agrees to pay all rent due after the effective date of this assignment, and to assume and perform all duties and obligations required by the terms of the Lease.

CONSENT OF LESSOR

I, Treasure Valley Athletic Center, Lessor named in the above assignment of lease, on _____, consents to that assignment of the Lease executed by me on _____. I also consent to the agreement by Assignee to assume after _____, the payment of rent and performance of all duties and obligations as set forth in the Lease, and release Donell McNeal, Lessee and Assignor, from all duties and obligations under the Lease, including the payment of rent, after _____, and accept Assignee as Lessee in the place of Donell McNeal, Lessee and Assignor.

Executed on the date first written above with intent to be legally bound.

ASSIGNOR

By: Date:

Donell McNeal
ASSIGNEE

By: Date:

M2 Sports Academy
LESSOR

By: Date:

Treasure Valley Athletic Center

1. TREASURE VALLEY ATHLETIC CENTER



COMPETENCIES

1. [HABITS OF SUCCESS COMPETENCIES](#)
2. [PERSONAL DEVELOPMENT COMPETENCIES](#)
3. [BASKETBALL COMPETENCIES](#)
4. [VOLLEYBALL COMPTENCIES](#)

ELA Competency Example

ELA.1 Read Critically

[back to overview](#)

I can read and critique diverse texts (e.g., books, films, advertising, music, social media, news websites).

	Level 2	Level 4	Level 6	Level 8	Level 10	Level 12
ELA.1.1 Choose and apply reading strategies	<p>I can point to text features (e.g., title, illustrations, cover, headings, trailer, landing page) and start to make connections to the story or source, and wonder about what will happen or what I will learn.</p> <p>When reading, I can picture what's happening in my mind.</p> <p>If I get stuck, I can use a strategy to get unstuck (e.g., look at the picture)</p>	<p>I can use text features to make connections and pose questions that help me get ready to read/watch.</p> <p>When I read, I can use strategies (e.g., questioning, inferring, connecting, predicting, visualizing) to make meaning of the story/source.</p> <p>If I get stuck, I can use one or more strategies to get unstuck (e.g., reread, use pictures/headings to help, words before/after).</p>	<p>When I read, I can use strategies (e.g., questioning, inferring, connecting, predicting, visualizing) to make meaning of the story/source.</p> <p>I can explain (e.g., discussion, journal, conference) how a specific strategy helped me to better understand the story/source.</p>	<p>As I read middle school level texts (e.g., 925L-1185L), I can use strategies (e.g., questioning, inferring, connecting, predicting, visualizing) to make meaning of the story/source.</p> <p>I can explain (e.g., discussion, journal, conference) how and when I used specific strategies to help me better understand the story/source.</p>	<p>As I read high school level texts (e.g., 1040L-1385L), I can use a variety of strategies to make meaning of the story/source.</p> <p>I can analyze (e.g., discussion, journal, conference) my use of strategies (e.g., how I use them, which ones help me and when) to better understand myself as a reader and to gain a deeper understanding of the story/source I am reading.</p>	<p>As I read college level texts (e.g., 1185L-1440L), I can use a variety of strategies to make meaning of the story/source.</p> <p>I can evaluate (e.g., discussion, journal, conference) my use of strategies (e.g., how I use them, which ones help me and when) to better understand myself as a reader and to gain a deeper understanding of the story/source I am reading.</p>
ELA.1.2 Evaluate the main ideas or themes	<p>I can give a summary of the story/source.</p> <p>I can share my opinion about the main idea/topic/theme, and talk about how it connects to my own ideas and experiences.</p>	<p>I can use details to give a summary of the story/source.</p> <p>I can share my opinion about the main idea/claim/theme, and discuss how it connects to my own ideas and experiences, other sources I've read, or issues/events in the world.</p>	<p>I can use important details to summarize the story/source as I describe the main idea/claim/theme.</p> <p>I can share my opinion about the main idea/claim/theme, and the values it reflects.</p> <p>I can discuss how it connects to my own ideas and experiences, other sources I've read, or issues/events in the world.</p> <p>I can use details to talk about how well the main idea/claim/theme was developed through the content/plot/characters presented in the story/source.</p>	<p>I can cite the most relevant and important evidence to summarize the story/source and explain the main idea/claim/theme.</p> <p>I can take a position about the main idea/claim/theme and analyze its underlying values/beliefs/theories.</p> <p>I can draw on textual evidence, as well as personal experience or historical or contemporary issues/events to defend my position.</p> <p>I can use evidence to analyze how well the main idea/claim/theme was developed through the content/plot/characters.</p>	<p>I can cite the most relevant or important evidence to present the main ideas/claims/themes of a story/source while succinctly summarizing how they were developed.</p> <p>I can critique the main idea/claim/theme, its underlying values/beliefs/theories, and its potential or actual influence on society.</p> <p>I can draw on textual evidence to make connections to contemporary issues, historical events, and/or institutional structures (e.g., political, religious, cultural, racial) to defend my critique.</p> <p>I can use evidence to analyze how well the main idea/claim/theme was developed through the content/plot/characters.</p>	<p>I can cite the most relevant or important evidence to present the main ideas/claims/themes of a story/source while succinctly summarizing how they were developed.</p> <p>I can critique the main idea/claim/theme, its underlying values/beliefs/paradigms, its potential or actual influence on society, and its relationship to other positions/experts/sources in the same field.</p> <p>I can draw on textual evidence to discuss issues of power within and beyond the text, making connections to contemporary issues, historical events, and/or institutional structures (e.g., political, religious, cultural, racial).</p> <p>I can critique how well developments engage readers and compel readers to espouse a particular way of thinking.</p>
ELA.1.3 Analyze context, point of view, and purpose	<p>I can share my ideas about why the author created this story/source (e.g., persuade, inform, entertain).</p> <p>In stories, I can talk about reasons why the main character does or says things like I do (or unlike I do).</p>	<p>I describe what the author is trying to get me to think/feel, and I can think critically about whether I agree or disagree.</p> <p>I can use details from the text to talk about ways that I do/don't identify with the author or main character(s).</p> <p>I can discuss whose perspective is missing and possible reasons why.</p>	<p>I can figure out which values, beliefs, or ideas the author is trying to get me to agree with, and I can think critically about whether I agree or disagree.</p> <p>I can contrast the author or main characters' point of view with other points of view presented in or excluded by the source.</p> <p>I can discuss how different audiences may experience this story/source differently from me and why (e.g., social identity markers, such as race, religion, language, gender, class).</p>	<p>I can draw from textual evidence to analyze which values, beliefs, or ideas the author is trying to get me to agree with, evaluating sources for credibility (when applicable).</p> <p>I can contrast the author or main characters' point of view with other points of view or information presented, excluded, or misrepresented by the source.</p> <p>I can recognize examples of bias in the author's presentation of information, and assess the reliability of the author as a source of information.</p> <p>I can discuss how different audiences may experience this story/source differently from me and why.</p>	<p>I can draw from textual evidence to critique the values, beliefs, or ideas promoted by the author, evaluating sources for credibility (when applicable).</p> <p>I can contrast the author or main characters' point of view with other points of view or information presented, excluded, or misrepresented by the source, and discuss the impact on the reader's perspective.</p> <p>I can analyze examples of bias in the author's presentation of information, and assess the reliability and credibility of the author as a source of information.</p> <p>I can discuss how different audiences may experience this story/source differently and why.</p> <p>I can make connections between author's purpose and the historical or contemporary context of the source.</p>	<p>I can draw from textual evidence to critique the values, beliefs, or ideas promoted by the author, evaluating sources for credibility (when applicable).</p> <p>I can contrast the author or main characters' point of view, and discuss the author's intent related to inclusion of different or conflicting information or points of view, and discuss the impact on the reader's perspective.</p> <p>I can analyze examples of bias in the author's presentation of information as well as other sources by or about this author, and argue for or against the reliability and credibility of the author as a source of information.</p> <p>I can draw on parts of the story/source and the whole to discuss how different audiences may experience this story/source differently and why.</p> <p>I can analyze the relationship between the source and the historical or contemporary context in which it was created.</p>

Student-facing proficiency rubrics for math standards in the IM curriculum.

	Missing	1	2	3	4
"I'm here..."	"I don't know where to begin."	"I can complete this task with substantial assistance."	"I am familiar with the concept, but I make some significant errors."	"I understand the concepts well enough to complete the task without significant errors."	"I understand the concepts well enough to teach it to someone else."
"Because..."	I provided no evidence for evaluation of...	I can begin the task with the assistance of the teacher.	I can begin and make meaningful progress on the task but need help to complete it.	I can complete the task with limited guidance.	I can complete the task independently.
	I did not attempt the opportunity.	I can apply a strategy with assistance.	I can apply a strategy but there are significant procedural errors in my work.	I can apply an appropriate strategy and perform procedures accurately.	I can apply an effective strategy and perform procedures accurately, efficiently, and flexibly.
		I can demonstrate a beginning understanding of the concept.	I can demonstrate a developing understanding of the concept.	I can demonstrate a general understanding of the concept.	I can demonstrate a thorough understanding of the concept.
"So I should..."	Provide evidence for evaluation	Progress toward independence with the help of reteaching.	Reflect on feedback and make revisions in order to develop a greater understanding.	Deepen my understanding by explaining my thinking and making connections to related ideas.	Teach the concepts to someone else.

Assessment table aligned to each unit assessment in IM courses. This helps teachers use the proficiency rubric to assess standards.

Student	Standard	Description	#1	#2	#3	#4	#5	#6	Avg
Abernathy, Alysha_10023466 ▾	5.MD.C.5	Relate volume to the operations of multiplication and addition and solve real world and mathematical problems involving volume.						2 ▾	2
	5.NBT.A.1	Recognize that in a multi-digit number, a digit in one place represents 10 times as much as it represents in the place to its right and 1/10 of what it represents in the place to its left.			3 ▾				3
	5.NBT.B.5	Fluently multiply multi-digit whole numbers using the standard algorithm.	2 ▾					3 ▾	2
	5.NBT.B.6	Find whole-number quotients of whole numbers with up to four-digit dividends and two-digit divisors, using strategies based on place value, the properties of operations, and/or the relationship between multiplication and division. Illustrate and explain the calculation by using equations, rectangular arrays, and/or area models.		2 ▾		3 ▾	4 ▾		3



Petition Evaluation Report M2 Sports Academy Charter School September 30th, 2022

Idaho Public Charter School Commission

514 W Jefferson St. Suite 303

Boise, Idaho 83702

Phone: (208)332-1561

pcsc@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

September 30th, 2022

Petition Review Summary

The new charter school petition for Motion Mastery (M2) Charter School proposes a unique school that focuses on athletic programs for students in grades 6-12. The school would initially serve grades 6-8 with basketball and volleyball programs, and expand to add grades 9-12, adding additional athletic programs (e.g., football, baseball, tennis, etc.) in subsequent years of operations.

The petitioning group is clearly passionate and invested in the mission and vision of the proposed school.

The petition does not present a complete or realistic plan. While the athletic program is detailed, the academic model is under-developed. It does not appear likely that the school would be able to meet the standards required in the IPCSC's Performance Certificate. The petition does not evidence sufficient student demand for the program, and the school's financial solvency is dependent on maintaining maximum capacity from year one of operations.

The petition does not meet the following IPCSC Standards of Quality: I.1.A; I.1.B, I.1.C, I.3.B; I.3.C; I.4.B; II.1.B; II.1.C; II.3.B; II.4.B; IV.1.B; IV.2.C; IV.3.A; V; VI.

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		DOES NOT MEET STANDARD

Section I: Educational Program

DOES NOT MEET STANDARD

Comments

The petition proposes a school that integrates an athletic-based program initially for students in grades 6-8, expanding to include grades 6-12 by year two of operations, focusing first on basketball and volleyball. The petition appears to propose a program, but not a whole public school.

Strengths:

- Petitioners are passionate about the need for an athletic-focused school choice for the community.

Concerns:

Educational Model and Curriculum

- The focus of the petition appears to be more on the athletic program than the school as an academic institution. A charter cannot be issued to a program. Please provide more information regarding the academic plans for your school.
- The athletic curriculum is much clearer than the academic model of instruction. Please address how students will participate in academic curriculum, as this is what the school will be held accountable to in order to maintain an operating contract.
- Most of the educational program narrative appears to be largely philosophy, and lacks specificity regarding how the philosophy will be implemented in academic instruction, curriculum, and assessment.
- The petition makes many sweeping generalized claims. Please provide documentation or sources to support all claims made in this section.
- The petition cites several sources for educational resources, but does not provide comprehensive description of curriculum or instruction. The petition appears to equate instructional tools (Slate, Achievement 3000, etc.) with an instructional plan. More explanation and specifics are required in order to

assess the educational program and how curriculum would be curated from these tools.

Class Schedule and Logistics

- The schedule on page 24 does not appear to provide time for the courses required for graduation outside of math, science, English, and social studies. It is likely that health and PE credits would be disaggregated by standard in a mastery-based way during the sports section of the day. However, it is unclear how other subjects (e.g., fine arts, etc.) could be scheduled. Please clarify.
- The program presented appears to be a blended model with an alternative instructional schedule (e.g., “Focus Friday” on page 24). Please provide more information on the school’s instructional schedule.
- The petition proposes a high level of one-on-one time with teachers and mentors. This appears difficult to accomplish with the proposed student population and the requested FTEs. Please address.
- Please describe what happens when a student wants to change a sports focus (e.g., move from basketball to volleyball, etc.).
- Please clarify the collaboration/flexibility mentioned on page 14. For example, do students come and go from on-site to virtual? What individual interests might they pursue?

Section II: Financial and Facilities Plan

DOES NOT MEET STANDARD

Comments

The petition proposes leasing an existing facility while building a new, state-of-the-art facility over the course of the first performance certificate term. The school plans to offer full transportation and food services for students from day one. The school will rely upon state and federal allocations, as well as private donations and fundraisers coordinated by board members and administration. The petition also states that the school is building partnerships with community partners.

Strengths:

- The petition has identified two potential facilities as options.

Concerns:

Revenue

- The petition states that the break-even enrollment for year one is 120 students. This is also the maximum enrollment for year one. Please describe what will happen if the school does not continuously enroll 120 students.
- The budget requires that the break-even plan reflects a “worst-case” scenario, and the full enrollment for year one reflects a “best-case” scenario. Please make the necessary corrections.
- The budget assumes start-up funding in the pre-operational year but does not present documentation of this funding. Please provide documentation of any pre-operational funding that is included in the petition, or reconcile.
- Several potential partnerships are alluded to in the petition, but are not identified or documented. Please identify and document any potential partnerships attached to the school.
- The state funding anticipated is not proportionate to the number of students anticipated to enroll in year two and beyond. For example, year one anticipates \$2800 per student, and in year two the budget expects \$6000 per student. Please reconcile.

Expenditures

- Year three of the budget includes authorizer fees approximately \$50,000 higher than the anticipated amount.
- The spending priorities section notes that resources will be allocated to offset off-campus learning opportunities for student athletes for learning that

occurs outside of the school day. Providing reimbursement to families for the purchase of independent lessons is not an allowable use of educational funding under the current law. Please clarify the intent of this feature of the program.

Facility

- Please explain how full food service will be provided in year one, as the facility does not appear to include a kitchen.
 - Please clarify who owns the Treasure Valley Athletic Center, and the party that may potentially profit from the lease agreement. The petition must also provide terms or costs of the lease, which are not currently present, even if the lease is provided without cost to the school.
- The petition provides conflicting assumptions of lease costs, ranging from a zero cost in the narrative to \$106,000 (as 15% of revenue) in the budget. Neither option appears to be based on any documentation or research. Please clarify.
- The petition presents two facility options, for which no lease terms are provided. These are required for a complete petition.

Section III: Board Capacity and Governance Structure

APPROACHES STANDARD

Comments

The governing board is comprised of directors with backgrounds in education, accounting, professional athletics/coaching, small business owners, and medicine. Board directors serve two-year terms. The board has identified independent legal counsel.

Strengths:

- The board appears to have a diverse background with expertise in several areas of interest helpful to a board of directors.

Concerns:

- The organizational chart on page 103 appears to show that the Counselor, Teachers and Sports Trainers all report directly to the governing board. The Executive Director does not appear to have leadership duties. Please address.

Section IV: Student Demand and Primary Attendance Area

DOES NOT MEET STANDARD

Comments

The petition proposes a maximum capacity of 280 students, with 120 students in year one. The school will be located in Meridian, with a primary attendance area comprised of the boundaries of the West Ada School District. While the area has enough students in the proposed grades to potentially meet enrollment goals, it is unclear whether demand is established for the unique nature of the school's proposed model.

Strengths:

- The petition proposes a school choice that is not currently available in the primary attendance area.

Concerns:

- Two sports are offered during the first year of operations: basketball and volleyball. Please provide evidence that there is enough community interest to enroll 120 students in grades 6-8 in year one of operations.
- Please explain how a potential facility move in year two of operations may affect student demand and enrollment.
- Maintaining enrollment in upper grades (e.g., 9-12) has historically been difficult for charter schools. Attrition is also historically very high in charter schools in grades 6-12. The proposed enrollment numbers by grade do not appear to be realistic or achievable as presented in the petition.
- The proposed enrollment practices are not compliant with charter law. Please note that students enrolled in charter schools are admitted first via lottery. Page 42 notes that a one-on-one intake meeting will occur to determine whether a student's "goals align with the mission and vision of M2 Sports Academy." All Idaho students are allowed to pursue enrollment in a publicly funded charter school, regardless of the results of an intake interview.

Section V: School Leadership and Management

DOES NOT MEET STANDARD

Comments

This section is not completed. In order for the petition to be presented for the Commission to consider, please complete this section.

Building 21 is not an ESP, nor is it a curriculum provider; it is a repository for lesson plans by topic. These topics would need analysis, cultivation, and data management in order to implement into the school's curriculum.

The school's leadership structure is unclear based on the org chart provided in the appendices.

Section VI: Virtual Schools

DOES NOT MEET STANDARD

Comments

Please complete this section, as it appears that a blended virtual model is part of the proposed school.

VI. CONSIDERATION OF NEW CHARTER SCHOOL PETITIONS

SUBJECT

New Charter School Petition Idaho Novus Classical Academy

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-5205

IDAPA 08.02.04

BACKGROUND

As a state of Idaho “Authorized Chartering Entity”, The IPCSC may approve, conditionally approve, or deny new charter school petitions. Petitions are evaluated as defined in Idaho Code and Administrative Rule.

The Idaho Novus Classical Academy (INCA) new charter school petition was initially received on September 1, 2022. An initial petition evaluation report was issued to the school by the IPCSC staff on October 11, 2022, and final revisions were submitted by the petitioners to the IPCSC on November 8th.

DISCUSSION

Please see the Petition Evaluation Report included in these materials for a full evaluation of the petition with respect to the IPCSC’s established Standard of Quality.

SPEAKER

Marvin Lasnick, Board Chair

Dr. Vincent Kane, Primary Administrator

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 and the school will begin serving students in August of 2024.

If the IPCSC denies the petition, the petitioners could reapply after a 90-day waiting period, appeal to the State Superintendent of Public Instruction, or proceed no further.

STAFF COMMENTS AND RECOMMENDATIONS

Director Thompson recommends that the IPCSC approve the new charter school petition for Idaho Novus Classical Academy on condition that the petitioners provide documentation that the senior loan is executed and the anticipated grant funds are received by June 30, 2023.

COMMISSION ACTION

1. A motion to approve the new charter school petition for Idaho Novus Classical Academy on condition that the charter holder provides the IPCSC with documentation confirming that the senior loan (as it is described in the petition included in the IPCSC's December 8th meeting materials) is fully executed, and that the anticipated grant funds (as they are described in the petition included in the IPCSC's December 8th meeting materials) are received by the school by June 30, 2023; OR
2. A motion to approve the new charter school petition for Idaho Novus Classical Academy with the following conditions: [state conditions and due dates]; OR
3. A motion to approve the new charter school petition for Idaho Novus Classical Academy as presented; OR
4. A motion to deny the new charter school petition for Idaho Novus Classical Academy on the following grounds: [state reasons for denial].



Petition Evaluation Report Idaho Novus Classical Academy December 1st, 2022

Idaho Public Charter School Commission

514 W. Jefferson St., Suite 303

Boise, Idaho 83702

Phone: (208)332-1561

pcsc@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

December 1st, 2022

Petition Review Summary

Idaho Novus Classical Academy is a proposed American classical education school to be located outside Eagle, Idaho, in the Avimor subdivision. This school would be a replication of the Treasure Valley Classical Academy (TVCA), currently in its third year of operations, and in good standing on all IPCSC framework measures. The school would be managed by American Classical Schools of Idaho (ACSI), an Idaho-based charter management organization.

The school plans on enrolling 378 students in grades K-6 in the first year of operations, and expand to 659 students in grades K-12 in year seven of operations. The school's administration team are currently serving as BLUUM fellows.

While much documentation is in place to support the facility plan, the school has not yet secured the necessary \$5.5M senior loan and more than \$2M in anticipated grants is not documented in the petition. Documentation and clarification of funding is a concern, as a significant risk to taxpayer dollars is present without additional information.

Recommendation: The Director of the IPCSC recommends that the Commission approve the petition on condition that the governing board provide documentation of the executed senior loan and anticipated JKAF grants by June 30, 2023.

Summary of Section Ratings

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

Section I: Educational Program

MEETS STANDARD

Comments

The petition proposes an American classical education model. The school is a Hillsdale K-12 Candidate Member School, which allows the school to use the curriculum developed by the K-12 Education Department of Hillsdale College free of cost through the partnership. The school will recruit teachers via a national recruitment network including Hillsdale College, Baylor University, and others.

The curriculum emphasizes virtuous living, traditional learning, and civic responsibility. The curriculum is informed by the Core Knowledge Sequence, Singapore Mathematics, and the Well-Ordered language curriculum, among others. Students will also learn Latin in grades six through nine.

The school intends to hold its students to high academic performance expectations and character development. There are plans in place to effectively measure both of these goals. ACSI member school Treasure Valley Classical Academy has achieved a Meet Standard rating on most of the IPCSC's academic performance framework metrics since opening in 2019.

Strengths:

- The curriculum is well-researched and proven effective.
- A scope and sequence of the proposed curriculum is included in the petition (page 212)
- A draft of the membership agreement between a school and Hillsdale is included on page (221).

Concerns:

- There are no significant concerns with this section.

Section II: Financial and Facilities Plan

APPROACHES STANDARD

Comments

The petition proposes a new facility to be constructed in two stages, meeting the needs of the elementary program in the first few years, and expanding to include more classrooms and specialized spaces in a second construction wave at a later date. The property has been donated by Spring Valley Livestock Company, Inc. and is located in the Avimor subdivision.

If this petition is approved, the school intends to take on approximately \$8.5M in facility debt at opening in August of 2024. The governing board is currently working to finalize a senior loan of approximately \$5.5M. The petition includes a letter of commitment from Building Hope stating its intent to issue a subordinate loan of approximately \$3 million once the senior loan is secured. The school has also secured a letter of commitment to design and build the project from Bouma USA.

The school will partner with BLUUM for back office services for at least its first three years of operations, but has intent to build internal capacity over time.

The senior loan and JKAF grants are not documented.

Strengths:

- Overall, the facility plan is clearly presented are well-thought out, and while the final execution of the senior loan cannot be completed until the school's charter is approved, it does appear that all the pieces are in place, each contributing organization has intent to follow through, and the terms of the various agreements are clearly presented.
 - Documentation of the donation of land to the school- page 138
 - A letter from Piper Sandler, a financial investment company, presenting the preliminary terms its financial commitment to the project - page 169
 - A letter from Vectra Bank indicating that charter school revenue bonds are likely to close upon charter approval - page 160
 - A term sheet from Building Hope stating the terms of the subordinate loan for approximately \$2.9M at a fixed 3%. - page 156
 - A letter from Robert Baird and Co., representing the National Charter School Finance Group, presenting a term sheet stating the company's

intent to underwrite the entire loan structure between INCA (borrower) and the Idaho Housing and Finance Association (Borrower) upon charter approval - page 162

- A letter of commitment from Bouma USA, stating its intent to design and build the facility - page 148
- A quote for modular classrooms is presented as a second facility option.
- A contract for back-office services to be provided to the school by BLUUM - page 232

Concerns:

- The financial plan as presented will fail if more than \$2M in unsecured grants are not awarded to the school. The “New Petition Guidance” document, maintained by the IPCSC, clearly states that unsecured grant funds should not be included in the petition budget, as the Commission cannot perform its statutory obligation of evaluating risk of financial plans that cannot be documented.
- It would not be prudent for the Commission to establish a precedent whereby it waives the necessity of financial transparency in the charter granting process based on the request of a third-party company. Specifically, a company with whom the school contracts for services and that also holds a seat on the school’s governing board, states in a letter (page 230) that it will not provide further documentation regarding the grants that it manages (JKAF or CSP) until after the Commission awards the school a charter.
- It is not clear why terms of these grants and/or draft agreements cannot be included, especially as they appear to be grants issued to other schools and therefore ought to be already public.

Section III: Board Capacity and Governance Structure

MEETS STANDARD

Comments

The board is comprised of five members, including a software company owner/executive at Kapex Technology, CEO of BLUUM, a former registered nurse (St. Luke's), a retired bank executive and home renovation owner/operator at The Saylor Corp., and an Information Technology auditor at Stratagroup.

The board is part of a network, American Classical Schools of Idaho (ACSI), a developing Charter Management Organization (CMO), that operates solely in Idaho also and manages Treasure Valley Classical Academy (TVCA).

The board also has two advisors: Major General Mark Dillon, with military and education consulting background, and Dr. Jon Fennell, chairman of the Education Department at Hillsdale College.

Strengths:

- The board has a diverse skillset well-suited to governing a charter school.
- Board advisors provide a niche skillset related to the educational model and further experience.

Concerns:

- There are no significant concerns with this section.

Governance Capacity Interview Summary

Interview Date: November 3rd, 2022

Present: Marvin Lasnick, Terry Ryan, Ruth David, Stacy Saylor, John Bessetti

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. How do you define what a successful charter school looks like?

Board members stated that a successful charter school provides value for the community, meets all applicable standards, and provides a good education for students.

2. Why did you decide to start another charter school? What are you most looking forward to?

The board believes in the model, and wants to bring opportunities for classical charter schools to more areas of the state. The proposed location for the school should bring in enough students to meet enrollment needs.

3. What are some of your biggest lessons learned and changes made since your first school began operations? What challenges remain to be addressed?

Board directors noted that learning how to function as an effective board and make good decisions was something they had to learn over time. They see the fact that this isn’t their first school as a benefit as they face any challenges to come. The board is confident that they have learned from the challenges that presented themselves with Treasure Valley Classical Academy.

4. What are your plans for recruiting students? What are your thoughts on recruiting for a school in what might be considered a smaller market area?

The current school in the network, Treasure Valley Classical Academy, is also in a small market area, and has met enrollment goals. While the school will require transportation to get many students from larger population areas to the school, there is interest in surrounding communities and enrollment should not be affected by location. The model should drive recruitment as well.

5. What challenges do you anticipate that you might face governing two schools? What are your plans for managing an increase in workload?

The board does not expect too much of an increase in workload, but have discussed that possibility. The board is confident in their Executive Director and the system that they have in place, and expect to receive accurate information and be able to

make good decisions. The schools are in different communities and may represent different challenges, but board is confident it will be able to effectively manage both schools.

6. How have you accounted for local community representation on the board? Will that change into the future?

The board will look at adding representation to any schools added in the future, but at least two board members live within what could be considered the local community. Director David was the driver for getting the petition up and running, and gauging community interest and working on logistics and planning due to knowledge of the local area.

7. Do you have any questions for us?

Questions related to petition process answered.

Section IV: Student Demand and Primary Attendance Area

MEETS STANDARD

Comments

The school intends to open in the Fall of 2024, initially serving grades K-6, adding one grade level each year to expand to grades K-12 by year seven of operations (the school will serve grades K-10 in the final year of the initial performance certificate). The school will enroll 378 students in year one, reaching a maximum capacity of 659 students in year seven of operations. Results of an interest survey from local families is provided on page 244.

Strengths:

- The primary attendance area should provide sufficient enrollment for the intended enrollment.

Concerns:

- There are no significant concerns with this section.

Section V: School Leadership and Management

MEETS STANDARD

Comments

The school has identified a founding principal and a founding assistant principal, both of whom are Bluum fellows. Dr. Vincent Kane, the founding principal, has experience in both classroom education and school administration. Major Bruce Sims, identified as the founding assistant principal, has a military background and, while he does not have experience in education, is in the process of obtaining his M.A. in education for teaching mathematics. The Executive Director position of ACSI, held by Stephan Lambert, formerly the principal of Treasure Valley Classical Academy, is also supported by donations from Bluum that appear to be distributed to Treasure Valley Classical Academy for the purpose of funding this hire.

Strengths:

- The founding principal has an extensive background in education and administration.
- The staffing plan is well-thought out and prepared for expanding enrollment.
- The administration is well-connected to the day-to-day operations through teaching assignments.

Concerns:

- There are no significant concerns with this section.

Section VI: Virtual Schools

NOT APPLICABLE

AN AMERICAN CLASSICAL SCHOOLS OF IDAHO PETITION



IDAHO NOVUS CLASSICAL ACADEMY

K-12
Opening 2024

Avimor Community Office
18815 N. Streams Edge Way
Boise, Idaho 83714

September 8th, 2022

Point of Contact:
Dr. Vincent Kane
vkane@idahonovus.org

Board Chair:
Marvin Lasnick
mlasnick@acs-id.org

Idaho Novus Classical Academy does not discriminate on the basis of race, religion, color, national origin, sex, or disability in providing education services, activities, and programs including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended. Any variance should be brought to the attention of the administration through personal contact, letter, phone, or email.

TABLE OF CONTENTS

EXECUTIVE SUMMARY	5
INTRODUCTION.....	8
MISSION STATEMENT	10
VISION STATEMENT	11
CORE VIRTUES	12
GROWTH PLAN	13
SECTION I: EDUCATIONAL PROGRAM	14
MEANS	15
CURRICULUM OVERVIEW	16
SOURCES OF EDUCATIONAL PHILOSOPHY	17
DESCRIPTION OF EDUCATIONAL PHILOSOPHY	18
PARTNERSHIP WITH HILLSDALE COLLEGE	20
INSTRUCTIONAL PRACTICES AND CURRICULUM	22
EXPECTED STUDENT OUTCOMES.....	27
<i>Testing.....</i>	<i>29</i>
<i>Utilizing Student Assessment and Performance Data.....</i>	<i>31</i>
PLAN FOR SERVING ALL STUDENTS.....	34
<i>Special Education</i>	<i>35</i>
<i>English Learners.....</i>	<i>42</i>
<i>Gifted and Talented.....</i>	<i>45</i>
<i>Needs in Mathematics</i>	<i>45</i>
PROFESSIONAL DEVELOPMENT PLAN.....	48
FACULTY AND STAFF PERFORMANCE EVALUATION.....	54
ADDITIONAL INFORMATION REQUESTED BY CHARTER COMMISSION STAFF	56
SECTION II: FINANCE AND FACILITIES PLAN.....	59
FISCAL PHILOSOPHY AND SPENDING PRIORITIES	60
FINANCIAL MANAGEMENT PLAN	61
<i>Financial Health and Sustainability.....</i>	<i>63</i>
<i>Fraud and Misfeasance</i>	<i>64</i>
DESCRIPTION OF FACILITY NEEDS	65

FACILITY PLAN	65
<i>Facility Location</i>	66
<i>Facility Needs, Cost, and Funding</i>	67
<i>Facility Finance Plan</i>	69
ADDITIONAL INFORMATION REQUESTED BY CHARTER COMMISSION STAFF	70
SECTION III: BOARD CAPACITY AND GOVERNANCE STRUCTURE	72
DESCRIPTION OF GOVERNANCE STRUCTURE.....	73
THE GOVERNING BOARD	75
THE SCHOOL LEADER	77
BUSINESS MANAGEMENT	77
BOARD OF DIRECTORS.....	78
<i>Marvin Lasnick</i>	78
<i>Terry Ryan</i>	79
<i>Ruth David</i>	80
<i>Stacy Saylor</i>	80
<i>John Bassetti</i>	81
BOARD ADVISORS	81
<i>Major General Mark Dillon</i>	81
<i>Dr. Jon Fennell</i>	82
BOARD TRAINING	82
TRANSITION PLAN: FOUNDING COMMUNITY GROUP TO GOVERNING BOARD	83
ADDITIONAL INFORMATION REQUESTED BY CHARTER COMMISSION STAFF	84
SECTION IV: STUDENT DEMAND AND PRIMARY ATTENDANCE AREA	86
ENROLLMENT CAPACITY.....	87
PRIMARY ATTENDANCE AREAS.....	89
ADMISSIONS	92
DEMOGRAPHICS	93
COMMUNITY NEEDS AND MARKET INTEREST	93
TRANSPORTATION PLAN	95
SCHOOL LUNCH PROGRAM.....	96
STRATEGIES FOR ENROLLING UNDERSERVED FAMILIES.....	96
ADDITIONAL INFORMATION REQUESTED BY CHARTER COMMISSION STAFF	98
SECTION V: SCHOOL LEADERSHIP AND MANAGEMENT	99

LEADERSHIP TEAM	100
<i>Initial Leadership Framework (K-6)</i>	100
<i>Target Leadership Framework (K-12)</i>	105
NOTE ABOUT JOB DESCRIPTIONS.....	109
BOARD OF DIRECTORS' EVALUATION OF THE SCHOOL LEADER.....	109
<i>Key Evaluation Questions</i>	110
ADDITIONAL INFORMATION REQUESTED BY CHARTER COMMISSION STAFF	112
APPENDIX SERIES A: FINANCIAL PLAN	113
APPENDIX SERIES B: FACILITY PLANS	131
APPENDIX SERIES C: GOVERNANCE DOCUMENTS	172
APPENDIX SERIES D: BOARD OF DIRECTORS AND PETITIONING GROUP	186
APPENDIX SERIES E: ADMINISTRATION AND ORGANIZATION	197
APPENDIX SERIES G: LEA NOTIFICATION LETTERS.....	203
APPENDIX SERIES H: ADDITIONAL DOCUMENTS.....	209

EXECUTIVE SUMMARY

This Petition outlines the plan to open Idaho Novus Classical Academy (INCA) in the Avimor community in time for the 2024-2025 school year. INCA will serve students from the northeastern region of the Treasure Valley, including but not limited to Eagle, Horseshoe Bend, Sweet/Montour, and Emmett. INCA will open as a K-6 school in August 2024 and will add an additional grade each year, growing to serve up to 702 students in grades K-12 by the 2031/2032 school year.

INCA is an American classical school and a Hillsdale K-12 Candidate Member School. American classical education is a variant of classical education that blends an intensive focus on the development of literacy and numeracy in the early years with a rigorous liberal arts and science curriculum that students grow into as they advance in grade level. The American aspect of the model refers to elements that distinguish it from other types of classical education, including a comprehensive civics program that students participate in throughout their K-12 education and an emphasis on character development, informed by the Western philosophical tradition. INCA's curriculum is provided free of cost through its partnership with the Office of K-12 Education at Hillsdale College. In addition to curricular resources, Hillsdale K-12 also provides leadership and instructional training to administrators and faculty at member schools. American classical education has proven successful in Fruitland, Idaho and throughout the United States.

The mission of INCA is to train the minds and improve the hearts of students through a classical, content-rich curriculum that emphasizes virtuous living, traditional learning, and civic responsibility. INCA will be governed by the board of American Classical Schools of Idaho (ACSI). ACSI is a 501c-3 organization and accompanying foundation (for philanthropic purposes). ACSI will also function as a Charter Support Organization (CSO). This CSO is being formed exclusively for the benefit of INCA and Treasure Valley Classical Academy, to create economies of scale for

services such as business management, food service, transportation, and instructional support. Beginning with INCA, these efforts will enable the expansion of American classical education in Idaho.

INTRODUCTION

Idaho Novus Classical Academy (INCA) is proposed as a tuition-free, open enrollment, public charter school available to families who reside within Ada County, Boise County, and Gem County, Idaho. INCA will provide an American classical education which is based on a disciplined, classical curriculum grounded in the civic traditions and history of the United States.

One aspect of the legislative intent noted in Idaho Code § 33-5202 is to “Provide parents and students with expanded choices in the types of educational opportunities that are available within the public school system.” The founding group has collected information from families who intend to enroll their children at INCA through the school website and social media. This data (fully described in Section IV) illustrates the interest, support, and desire within the Treasure Valley for expanded choice and access to American classical education.

The founding members of INCA live in Ada County and most have children or grandchildren who attend or have attended the area school districts. The founding members are seeking educational alternatives that would provide a more rigorous and traditional form of education. The founding group has diverse backgrounds, experiences, and training (outlined in Section III). Their efforts are supported by external entities that are recognized as leaders in their respective fields, including BLUUM and Hillsdale College. American Classical Schools of Idaho (ACSI) seeks to meet the demand for greater access to American classical education in the Treasure Valley by opening INCA for the first time at the beginning of the 2024-2025 school year.

INCA will collaborate with Hillsdale College’s Office of K-12 Education in the design and execution of the educational program, as evidenced by the letter of intent included in Appendix Series H. There is no other school in the proposed attendance area that uses this model. Further, the school will grow to serve students from kindergarten through 12th grade. Such a model

reinforces the school’s mission by laying a solid foundation of classical learning in the elementary years, then building on that foundation with robust inquiry into both the human and natural world—with the arts—that exceeds what many colleges and universities accomplish in the liberal arts and sciences. Thus, INCA will provide the parents of Ada, Boise, and Gem Counties with an exceptional option among the educational opportunities available to their children. Hillsdale College has collaborated with dozens of other classical schools in multiple states to implement an American classical curriculum and their model has shown success across a wide variety of student and community backgrounds, regardless of geographic location. This includes the IPCSC-authorized Treasure Valley Classical Academy in Fruitland, Idaho. The curriculum is characterized by a strong emphasis on language, rich content in a core curriculum of traditional subjects, and a focus upon the American historical, literary, and civic inheritance.

MISSION STATEMENT

The mission of Idaho Novus Classical Academy is to train the minds and improve the hearts of students through a classical, content-rich curriculum that emphasizes virtuous living, traditional learning, and civic responsibility.

INCA will partner with families to shepherd their children through the development of character and knowledge. These efforts hinge on both curricular and extracurricular offerings, to nurture the child’s humanity with constant consideration of who they may become. As detailed in Section I of this Petition, INCA will develop within its students the intellectual and personal habits and skills upon which responsible, independent, and flourishing lives are built, in the firm belief that such future citizens are the basis of a free and just society. The time-honored liberal arts and science curriculum and classical pedagogy direct students toward mastery of the fundamentals of

literacy and numeracy, exploration of the arts and sciences, and understanding of the foundational tenets of the American heritage. The curriculum by purpose and design includes a survey of American intellectual and cultural traditions as they have been developed and refined over centuries.

The classical content of the curriculum refers to those traditional works of literature, history, and philosophy that embody perennial truths of the human soul and which remain compelling because they present these truths in memorable or beautiful ways. These classics are admired not because they are old; rather they are admired because they are timeless and the lessons they offer transcend the popular culture of a given generation. The classics provide the most thoughtful reflections on the meaning and potential of human life. The Great Books include students in a conversation which spans millennia and seeks to address the enduring questions of the human heart and mind.

To help implement this mission, INCA will make use of its growing partnership with the Hillsdale Office of K-12 Education. As such, INCA will be able to utilize startup training, ongoing professional development, and curricular materials developed by Hillsdale K-12 staff. Additionally, the partnership with Hillsdale College provides an outlet for professional collaboration with dozens of similar schools in the rapidly growing Hillsdale K-12 network.

VISION STATEMENT

The vision of Idaho Novus Classical Academy is to form future citizens who uphold the ideals of our country's founding and promote the continuation of our American experiment—through a classical, great books curriculum designed to engage the student in the highest matters and the deepest questions of truth, justice, virtue, and beauty.

INCA will educate students who will be stewards of the American tradition, which established the pillars of a free society. Participation in the Great Conversation is essential for the perpetuation of this tradition. Therefore, the aim of INCA is to provide a classical liberal arts and science education that focuses on the highest matters and the deepest questions of truth, justice, virtue, and beauty. Where possible, we must engage those ideas and principles in the original texts which have both intrinsic value and beauty and are worthy of study and contemplation. We also find a clear expression of this legacy in the founding documents of the United States as an experiment in self-government under law based on the literary and scientific education of the founders themselves. As they sought to avoid the problems of pure democracy as seen in Athens and of a republic that gave way to an empire in Rome and despotism in Europe, we too must engage with those ideas to have a citizenry who understands the perils of each. INCA will provide students the benefit of a content-rich, classical, great books curriculum that assists them in understanding, examining, and fostering an appreciation for America's founding principles.

CORE VIRTUES

The American classical education model involves a school culture centered around classical virtues. Core virtues are incorporated into the curriculum and provide the basis for the high expectations students and staff are held to. Additionally, all school and classroom rules are connected to these virtues and students receive explicit and ongoing instruction in the meaning and manifestation of virtue in their education and lives. This emphasis on virtuous living is reflected in the mission and vision statements and is a hallmark of American classical education.

INCA students will be active participants in implementing their learned virtues as part of their character training. Although an appropriate array of virtues will be taught through the

curriculum, faculty and staff will inculcate the following official school virtues in the school's culture and help students become good human beings:

Courage	Courtesy	Honesty
Perseverance	Self-government	Service

INCA's aim is to develop the academic potential and personal character of each of its students, regardless of background, socioeconomic status, or innate ability, and to graduate them fully prepared to participate as informed, responsible, and active citizens in their communities. INCA's vision for its students is not limited solely to their academic achievement and scores on standardized tests. Personal responsibility, virtues, and discipline will be modeled and expected. INCA students will also be endowed with a sense of civic responsibility along with a belief in striving for individual achievement.

GROWTH PLAN

As detailed in Section IV of this Petition, INCA will open as a K-6 school and add one grade per year until the K-12 model is fully implemented. Each grade will enroll 54 students, resulting in an initial enrollment of 378 students and eventually arriving at a maximum capacity of 702 once the school is fully developed.

SECTION I: EDUCATIONAL PROGRAM

The subsections that follow provide a detailed narrative description of the educational program at INCA. Please see Appendix Series H for a succinct overview of the K-12 program.

MEANS

To accomplish our mission, INCA will employ the following means: (1) teach reading and correct spelling through an explicit phonics program that gives children a systematic understanding of English orthography; (2) require memorization of math facts, practice mental math, and explore the larger concepts behind mathematical operations; (3) impart a mastery of language through teaching formal grammar, word origins in order to build vocabulary, and Latin; (4) teach students to acquire mastery in writing through frequent writing assignments of varying lengths combined with study and imitation of the great writers of our tradition; (5) likewise teach students to speak purposefully, convincingly, and politely in a variety of settings, as well as to listen to, analyze, and appreciate what others have to say, thus bringing students into an active participation in “the Great Conversation”; (6) study great works of literature through close reading and dynamic Socratic discussion; (7) cultivate citizenship and historical knowledge through an intensive study of our American heritage, often using primary sources; (8) teach both the facts and concepts of the sciences from the earliest grades in order to unveil the story of nature; (9) require daily study of the fine arts in grades K-8 with a focus on the great compositions in music and art, as well as theory and performance; (10) build character in young people through explicit training in the moral virtues combined with the study and emulation of good character found in history and literature; (11) hire subject-matter experts steeped in the liberal arts and sciences to bring this both demanding and inspiring education to young people; and (12) provide a disciplined and dynamic school environment in which students love learning, are active participants in their own education,

make lasting friendships, and learn how to take part in “the Great Conversation.”

CURRICULUM OVERVIEW

At a true classical school, content is king. As such, we are very explicit in this Petition about INCA’s planned curriculum. INCA will achieve its mission of providing an American classical education to all its students by adhering to the curriculum below. The elements of this curriculum are time-tested, systematic, coherent with each other, and accessible to all children. Specifically, INCA will teach the following:

- An explicit phonics program developed by Access Literacy, deriving from the research of Orton-Gillingham;
- Curriculum informed by the Core Knowledge Sequence in grades K-8 for literature, history and geography, science, the fine arts, and an overarching cultural literacy;
- Singapore Mathematics (the Dimensions series) from Kindergarten through pre-algebra;
- Art of Problem Solving (for Algebra I/II) and Weeks & Adkins and Euclid (for Geometry);
- Upper-level mathematics courses featuring textbooks such as Precalculus by Michael Sullivan, Trigonometry by I.M. Gelfand and Mark Saul, Calculus: An Intuitive and Physical Approach by Morris Kline, and Calculus by James Stewart.
- Systematic grammar instruction using the Well-Ordered Language curriculum from Classic Academic Press;
- Latin, beginning in grade six, through grade nine;
- The upper school curriculum featured by the Hillsdale College charter school partnership and contained in the Hillsdale *K-12 Program Guide 3.0*: a comprehensive scope and

sequence;

- A separate but allied sequence of ancient history through the twentieth century drawing heavily on the reading of primary sources;
- Required courses in composition, government, economics, and moral philosophy;
- The writing of a senior thesis.

A school, like any other human endeavor, allows for a variety of styles and personalities, particularly in a K-12 setting. Yet whether teaching through interrogative questioning, Socratic discussion, or having students demonstrate mastery of the material as in poetry recitations, spelling bees, or working math problems at the board, INCA will expect classrooms to be led by teachers who are kind-hearted subject matter experts and who deliver well-structured, content-rich lessons.

SOURCES OF EDUCATIONAL PHILOSOPHY

The mission of INCA is derived from the history and philosophy of liberal education beginning with the Ancient Greeks and Romans and progressing through the Renaissance, the Enlightenment, and the American Founding. Currently, traditional classical education is experiencing a Renaissance in this country after decades of lack of interest. Within this broader reform, INCA will follow the principles and curriculum of what ought to be called American classical education, whose mission encourages the formation of human beings and citizens who will flourish in life and serve their communities and country as mindful and productive citizens. In order to embrace this mission, the school holds certain essays and texts to be informative of our approach in content and pedagogy. Among those are the following:

- E. D. Hirsch, *Cultural Literacy*

- E. D. Hirsch, *The Schools We Need and Why We Don't Have Them*
- E. D. Hirsch, *The Making of Americans*
- C.S. Lewis, *The Abolition of Man*
- William Kilpatrick, *Why Johnny Can't Tell Right from Wrong*
- Robert Maynard Hutchins, *The Great Conversation*
- John Locke, *Some Thoughts Concerning Education*
- George Turnbull, *Observations upon Liberal Education*, ed. Terrence O. Moore
- Benjamin Franklin, “*Proposals Relating to the Education of Youth in Pensilvania*” (sic.)
- Thomas Jefferson, *Virginia Bill for the More General Diffusion of Knowledge*
- Benjamin Rush, “*A Plan for the Establishment of Public Schools*”

No school can accomplish its mission while leaving its philosophy on the shelf. As such, an important part of faculty training each year will be a return to first principles through a vigorous discussion of a foundational text as well as a Socratic discussion of a piece of literature taught in the curriculum. The teachers will, no doubt, enjoy and appreciate these conversations. Hence, the school’s own “professional development” will model what will take place in INCA classrooms.

DESCRIPTION OF EDUCATIONAL PHILOSOPHY

INCA’s curriculum was selected to meet the needs of all students within the planned attendance area, and we expect a population of students from diverse backgrounds and with diverse learning abilities. Our curriculum is time-tested and research-based, and has been successfully implemented for students from academically, socially, and economically varied backgrounds across the United States. It seems worth noting that there are a variety of classical models. One model—which might be termed “high classical”— seeks to duplicate the old world,

often parochial, education of the societal elite. This is not the INCA model, which is more aptly referred to as “American classical.” The term “American classical” implies a more down-to-earth approach. While strongly reliant on the Great Books and a deep examination of the liberal arts and sciences, the objective is to form future citizens who will be great stewards of our republic. As such, this model is more akin to Thomas Jefferson’s “farmers who have read Homer” rather than Plato’s “philosopher king.” The American classical education INCA will offer is a liberal arts and science education intended to equip students for virtuous, knowledgeable, and happy lives. Our students will become engaged citizens and intellectually rigorous contributors, well qualified for future studies in law, medicine, business, engineering, technology, or any other professional or vocational pursuit.

Classical education upholds a standard of excellence and has proven itself over the course of time. INCA’s high standards and research-based curriculum will provide students with a traditional education that will challenge them to excel not only in learning but also in character development. At INCA, high academic achievement, personal discipline, ethics, and responsibility will be consistently reinforced through the study of subjects in the classical tradition. Students will graduate from INCA as highly literate and virtuous citizens who are well prepared to advance into any life endeavor and to inspire others.

INCA will utilize the Hillsdale *K-12 Program Guide 3.0*, which makes use of aspects of the Core Knowledge Sequence, to meet or exceed all Idaho State Standards and benchmarks. The goal of Core Knowledge is to develop cultural literacy through a systematic curriculum that eliminates gaps and unnecessary repetition. This sequence was developed to provide a comprehensive order to K-8 education with the intention of training students in the art, literature, science, history,

math, and language that form their cultural and intellectual inheritance. The Core Knowledge Sequence was first published in 1988 and has been successfully employed and tested in hundreds of schools throughout the United States.

PARTNERSHIP WITH HILLSDALE COLLEGE

Charter schools assisted by the Hillsdale College Office of K-12 Education adhere to, and are consistent with, the following key characteristics and components:

1. The centrality of the Western tradition in the study of history, literature, philosophy, and fine arts.
2. A rich and recurring examination of the American literary, moral, philosophical, political, and historical traditions.
3. The use of explicit phonics instruction leading to reading fluency, and the use of explicit grammar instruction leading to English language mastery.
4. The teaching of Latin.
5. The acknowledgement of objective standards of correctness, logic, beauty, weightiness, and truth intrinsic to the liberal arts and sciences.
6. A school culture demanding moral virtue, decorum, respect, discipline, and studiousness among the students and faculty.
7. A curriculum that is content-rich, balanced and strong across the four core disciplines of math, science, literature, and history.
8. A faculty where well-educated and articulate teachers explicitly convey real knowledge to students using traditional teaching methods.
9. A school that uses technology effectively but without diminishing the faculty leadership that

is crucial to academic achievement.

10. A school with a plan to serve grades K through 12.

In a Hillsdale-supported classical school, teachers must possess knowledge (#8), authority (#9), and compassion (#6). These abilities allow for lessons with real weight, classrooms with order and discipline, and instruction with purpose and focus. Classes are conducted in a professional and focused manner, understanding that every minute counts. Teachers must take preparation seriously and be watchful in the classroom so that the needs of all students are met, because the teachers recognize the grand project they have undertaken. Teachers who teach classically take responsibility for student learning in the classroom. They look for student comprehension during instruction.

Teaching classically treats each classroom activity with an appropriate degree and mixture of richness, dignity, wonder, and love of the subject so that those same qualities are cultivated in the student, enabling them to mature into knowledge and self-government so that, in the words of Thomas Jefferson, “[Each] may...work out his own greatest happiness” (1954).

As an outside, independent institution of higher learning committed to the liberal arts at the college level, and to the flourishing of K-12 education, Hillsdale is uniquely qualified to assist the governing board with board training, the school leader with leadership training, and the faculty with teacher training. Such training draws upon the experiences of charter schools across the nation that now form a strong partnership, yet one that does not impede local self-government.

Hillsdale College’s K-12 initiative is completely funded by donations to the college for that purpose and all support is provided at no cost to charter schools. Hence this partnership is an

important asset for a start-up school both financially and mission-wise since the school does not have to weigh “the cost” when deciding on whether to seek first-rate training and advice.

Source: Jefferson, Thomas. *Notes on the State of Virginia*. Edited by William Peden. Chapel Hill: University of North Carolina Press for the Institute of Early American History and Culture, Williamsburg, Virginia, 1954.

INSTRUCTIONAL PRACTICES AND CURRICULUM

INCA will provide students with a content-rich, American classical education designed to challenge them to excel in both learning and character. What follows is more detail to elaborate on the academic program outlined above.

In the elementary years, INCA will use three key programs in the curriculum: Literacy Essentials: The Journey from Spelling to Reading, Singapore Math Dimensions Series, and the Hillsdale *K-12 Program Guide 3.0*. These programs are designed to lay the foundations of knowledge in the elementary years, and thereby enable students to acquire greater knowledge and understanding of the world as they progress in age and advance in their studies. Learning the fundamentals is comparable to being taught to use a map and compass. Being able to “land-navigate,” one can enter into the thickest forests, know where he or she is, appreciate the beauty and complexity of nature, and even reach a precise spot on the map—without fear or confusion but rather with joy and a sense of accomplishment.

In the earliest grades, the curriculum focuses primarily on teaching literacy and numeracy. Both subjects are foundational to a student’s education, so the knowledge and habits of thought formed in each must become permanent. Over time, one may forget some of the details learned in history or science class or even parts of the happy songs sung in youth. Yet no one can afford to

forget how to spell words or to marshal numbers or to speak correctly. To teach these foundational subjects, INCA will use the Literacy Essentials phonics program to teach literacy and the Singapore Math Dimensions sequence to teach numeracy.

Literacy Essentials: The Journey from Spelling to Reading program is a multi-sensory, neuro-linguistic approach for teaching phonics, spelling, reading, handwriting, and parts of grammar. It shares its pedigree with the Orton-Gillingham and Spalding Methods and is similar to the Riggs Institute program. Literacy Essentials teaches the 72 letter-sound (phonogram) combinations used in the English language beginning with the easiest sight-to-sound correspondences, working towards those that are most complex. Syllabication is critical to a proper understanding of letter sound relationships, so syllabication is taught beginning in kindergarten. While learning phonograms and marshalling them into systematic spelling and a growing knowledge of vocabulary, students are formally taught handwriting, to include cursive in the middle elementary years. Further, as students grasp the basics of English literacy, the program lays a foundation in basic grammar and composition using the Well-Ordered Language curriculum from Classical Academic Press.

The Singapore Math Dimensions series provides students with a strong conceptual foundation in basic mathematics. Singapore mathematics is a proven and internationally benchmarked curriculum that teaches students how to move from the concrete to the pictorial to the abstract. From the earliest grades, this program emphasizes concepts and mental math while employing both physical and graphical illustrations of underlying mathematical rules and phenomena. The program presents mathematical skill building and problem solving such that students have a better understanding of not simply when to use a particular equation, but why. In

other words, the program is designed to build conceptual understanding as well as procedural fluency. INCA will use ability grouping for mathematics so students can learn without being overwhelmed and can progress with similarly placed peers. Hence, ability-level groups will be determined at the beginning of each academic year.

The central position of language in the curriculum continues throughout the elementary and middle-school grades. In grades four (4) and five (5), students will learn Latin and Greek roots of English words. In the sixth grade, students will begin to learn formal Latin and will continue with Latin through grade nine (6-9). Latin is introduced and taught alongside English so that students learn the structural underpinnings of their own language, expand their vocabulary, improve their reading comprehension, and build a bridge to modern foreign languages as well.

As students mature in their facility with language, the academic program transitions more of their time and intellectual energy into content-based (as opposed to skill-based) facets of the curriculum. The order and content of these subjects from kindergarten through grade eight (8) is derived from the Hillsdale *K-12 Program Guide 3.0* and influenced by the work of the Core Knowledge Foundation. INCA will employ the Hillsdale K-12 curriculum to meet or exceed all Idaho State Standards and benchmarks. The goal of the Hillsdale *K-12 Program Guide 3.0* is to build up knowledge and literacy of the American tradition through a systematic curriculum that eliminates gaps in learning and features “spiraling” wherein students re-encounter subjects they have learned as they reach higher levels of cognition. This sequence was developed to provide comprehensive order to K-8 education in the core subjects of literature, science, history, and the arts that constitute the American intellectual inheritance. The principles of the Hillsdale K-12 curriculum and the school’s philosophy embrace the idea of teachers becoming masters of their

subject and thereby utilizing the scope and sequence to craft their own lessons rather than relying on prefab lesson plans. Treasure Valley Classical Academy (TVCA) uses the same Hillsdale K-12 curriculum in their school to great effect.

Although the rhetoric surrounding a classical school often emphasizes the humanities, the sciences are no less important and will not play a secondary role at INCA. The Hillsdale *K-12 Program Guide 3.0* focuses on thematically linked science topics and the biographies and discoveries of great scientists. The coherent order of the scope and sequence allows for regular repetition and mastery of the most important facts and concepts in the sciences, such that students are well versed in the fundamentals by the time they reach the demanding high-school science courses.

In the high school years, the students will attain higher levels of thought and inquiry. In high school, INCA will follow the Hillsdale College recommended course sequence, as currently laid out in the Hillsdale *K-12 Program Guide 3.0* (see Appendix Series H for K-8 curriculum maps). This comprehensive K-12 scope and sequence lays out the entire curriculum along with curricular maps, subject outlines, curricular components, and detailed supporting materials (e.g. cross-curricular references, pedagogical suggestions, and additional online and digital teacher resources). The high school component includes four (4) years of history, literature, mathematics, and science; three (3) years of foreign language; a semester of composition; a full year of American government; and a semester of economics and two years (2.0) of moral and political philosophy. In history, students begin with the Ancient Civilizations and Europe (500-1815) in grades nine and ten (9-10), study American government integrated with the Revolution and Founding period of American history (1607-Present) in grade eleven (11), and finish with a year of modern European

history (1815–Present) in grade twelve (12). In literature, students read great works, usually in their entirety, with an emphasis on ancient and classical literature in grade nine (9), medieval and British literature in grade ten (10), American literature in grade eleven (11), and modern literature in grade twelve (12). The required track for science is biology in ninth (9), chemistry in tenth (10), followed by two additional science classes in grades eleven (usually physics) and twelve (usually astronomy). In mathematics, students will follow a sequence based on their ability levels, beginning with Algebra I (which many students will take in eighth grade). That sequence will be Algebra I, Geometry (including Euclidian proofs), Algebra II, Trigonometry/Pre-Calculus, Calculus I, and in some cases, Calculus II. Students who prefer to take another math course (such as Statistics) in their senior year rather than calculus may do so. In foreign languages, students will be expected to take at least one (1) year of Latin in high school and two (2) additional years of a foreign language, whether advanced Latin or a modern foreign language.

The culmination of this comprehensive education will be the senior thesis. Seniors will be required to write a lengthy thesis based on a book or an aspect of one of the subjects they have studied that attempts to answer a question of their own design—that question somehow being connected in a summative way to their educational experience (broadly, the nature of the human and natural world and the various means of human flourishing). The thesis will be written and then delivered orally to fellow classmates, teachers, and invited guests, including parents, and will thereby serve as a rite of passage to an independent life of informed thought and responsible citizenship.

The schools on which INCA is modelled have all had a full fifty-minute lunch period for the upper school students; INCA plans to follow this model. Thus, INCA students can eat lunch, then

play sports or help in one of the younger grades or just relax and converse (and sometimes study) for a half hour in the middle of the day, a break they very much appreciate. INCA will also provide room in students' schedules for at least one elective per year from ninth grade onward. Students will be able to take electives in Leadership, Agricultural Science, Orchestra, Choral Ensemble, Studio Art, Drama and Theater, or other options that align with the academic model, based on student demand. After school, students will be able and encouraged to participate in extra-curricular clubs (examples include Airplane & Rocketry Club, Drama Club, Strategic Games Club, and Outdoor Pursuits Club), the fine arts, and for 7th grade and up, competitive athletics (initially cross country, basketball, and soccer). INCA teachers will receive training on how to make homework both useful and manageable so that students of all grades will have time for these activities and to pursue other interests outside of school.

It is also important to mention that the Hillsdale *K-12 Program Guide 3.0* receives regular updates based on availability of resources and teacher feedback. INCA will review and update aspects of the educational program as appropriate when new curricular resources are made available.

EXPECTED STUDENT OUTCOMES

The board, school leaders, teachers, parents, and the students themselves will know INCA is achieving our mission when high standards of academic achievement and civic virtue provide optimal learning opportunities for all students, maintain a high consistent level of discipline, achieve high acceptance rates into post-secondary educational institutions, and when students demonstrate virtuous behavior through schoolwork as well as school and community behavior.

Strong student academic performance is central to a school's existence. Student

performance expectations must be aligned with the mission and the educational plan. The student performance expectations will provide student-centered goals that are SMART:

- **Specific**
- **Measurable**
- **Ambitious and attainable**
- **Reflective of the school's mission**
- **Time-specific with target dates**

Those goals are:

- By the end of INCA's fifth year of operation, 80% of continuously enrolled students assessed will score proficient or higher on the ISAT ELA and Math sections.
- In years 3-5 of operation, INCA's scores on the ISAT for continuously enrolled students will outperform the identified comparison group, including the Emmett Independent, Horseshoe Bend, and West Ada school districts.
- Once high school grades are established, INCA will have a 100% graduation rate by its 3rd graduation cohort.
- To measure successful training in character development, INCA will administer and review parent satisfaction surveys at the end of each academic year. Most survey questions will utilize a 5-point Likert-type scale. The measure for this character development goal is a question which asks parents to use the 5-point scale (from strongly disagree to strongly agree) to respond to the following prompt: "The school cultivates a sound culture that fosters the virtues and builds good character." INCA will achieve a 90% or higher positive rating on this prompt each year of operation.

TESTING

The following assessments will be used to monitor student progress:

- IRI (K-3)
- ISAT (Mathematics, ELA, and Science as required)
- NWEA MAP
- WIDA Access (ELL students)
- SAT, PSAT, or CLT (as appropriate)
- Teacher-developed pre and post-assessments
- Teacher-developed rubrics

INCA will administer the MAP test within the first month of opening and each subsequent spring thereafter. The MAP math and language exams offer teachers a way to assess how well their students are learning and retaining the material in relation to national norms.

Singapore Math assessments will be used as placement tests and to demonstrate mastery of the material taught at each level.

Starting in grade 8 and repeating as often as necessary in subsequent grades to pass the test, a civics test composed of the one hundred (100) questions used by officers of the United States Citizenship and Immigration Services will be given and a passing grade of 90% expected.

INCA will participate in all state mandated testing. The school will appoint a test coordinator who will oversee the testing program and ensure the testing process is followed with fidelity for all tests. INCA will work with stakeholders to help them understand the importance of the assessments and the information that can be gained from them.

Overall, the school will meet the state standards by teaching the curriculum in a classical

way. Whereas the standards often call for general areas of mastery, such as being able to analyze literary texts in a certain way, the Hillsdale *K-12 Program Guide 3.0* requires mastery of specific subjects and texts that meets or exceeds state standards. For example, in history and literature from Kindergarten through second grade, students will have learned the basic symbols and songs of American history and culture, the ancient civilizations of Egypt and Greece, the stories of the early American settlers, the history of the American Revolution, the framing of the U.S. Constitution, numerous fables from Aesop, classic fairy tales, tall tales, the nursery rhymes of Mother Goose, and even the nature of schools in our history through the novels of Laura Ingalls Wilder. Nor does the classical approach simply look at a particular work for a moment, then set it aside, but rather insists upon mastery and often memorization of it so that students may carry that learning with them as a treasure throughout their lives and thereby compare what they learn in their early education to new things they learn in school and in their own experience. Thus, our students in these early grades will memorize traditional sayings, jingles, children's verses, poetry, songs, the opening lines of the Declaration of Independence, the Preamble to the Constitution, American and world geography, and so on. Further, many of these lessons will quite naturally take the form of building character through mastering virtues. For example, reading the tale of John Henry is not simply an exercise in cultural literacy but an invitation to acquire the virtues of self-reliance and perseverance.

If the curriculum does not meet or address a specific standard at a given grade, time will be allotted over the course of the year to give that standard proper coverage. Instruction to this end will be provided by the school leader to the faculty as a part of the annual professional development.

UTILIZING STUDENT ASSESSMENT AND PERFORMANCE DATA

Student assessment and performance data will be regularly assessed by teachers and administration to guarantee that all students are receiving the support and instruction necessary for their academic growth. INCA will rely heavily upon well-trained teachers to be constantly aware of individual needs within their classrooms. Teachers and administrators will apply the data gathered to drive the intervention strategies and progress monitoring methods, making sure that each is an efficient use of time and resources.

Teachers and administration will hold routine team meetings to discuss the growth and progress of individual students (faculty-wide and grade-band team meetings will alternate every week). The curriculum allows for differentiation, so teachers will be able to accelerate or reinforce a student's learning. At our middle school levels, by offering accelerated and remedial course work, the school will be able to pace students according to their instructional needs. In middle school, designated staff members will work closely with students to ensure proper class placement and promotion.

For students who are not at least proficient in reading, writing, mathematics, and/or science, the school, in consultation with the student's parent(s), will develop and implement progress monitoring to assist the student in meeting expectations for proficiency. Strategies may include, but are not limited to academic year tiered interventions, before and after-school tutoring, summer-time tutoring, reading instruction, and other extended services including intensive skills development programs.

It is the intention of INCA to use progress monitoring (based on an in-house academic dashboard as well as NWEA MAP data), unless the student has a disability and receives services

through an IEP that would more appropriately address the identified deficiencies. INCA may request that struggling students attend remediation programs held before or after regular school hours or during summer.

If upon subsequent evaluation the documented deficiency has not been remediated, the student may be retained. Each student who does not meet minimum performance expectations for the statewide assessment tests in reading, writing, science, and mathematics will continue remedial instruction or supplemental instruction until expectations are met. Progress monitoring will stay active until a student has made sufficient learning gains to illustrate proficiency.

The framework used to identify student learning deficiencies, develop hypotheses, formulate a plan, monitor progress, and analyze results will follow a Response to Intervention (RTI) model. The school will set up systems and methodologies to address student needs that may include data-based goals, reflection and review of instruction and methodology, differentiation of the instruction and other targeted interventions, as well as formative and summative assessments. RTI seeks to prevent academic failure through early intervention, frequent progress measurement, and increasingly intensive research-based instructional interventions for children who continue to have difficulty. The RTI model aligns with best practices in Response to Intervention as follows:

- Tier 1 (core instruction and universal supports available to all students): Tier 1 consists of the general academic and behavioral instruction and support that is designed and differentiated for all students in all settings. School-wide progress monitoring and screenings are used to ensure that core instruction is effective and to identify students who may need additional support to be successful.

- Tier 2 (supplemental instruction or intervention provided to targeted groups of students):
Tier 2 consists of more focused, targeted instruction or intervention and supplemental supports in addition to and aligned with the core instruction provided through Tier 1. For instance, an additional 30 minutes per day may be devoted to reading in a small group (3–6 students), with a focus on building phonemic awareness and proficiency in key linguistic skills such as syllabication, decoding and encoding. Adjustments can be made within Tier 2 to increase time on task or decrease student/teacher ratio.
- Tier 3 (intensive individualized intervention and supports provided to individual students):
Tier 3 consists of the most intense (increased time, narrowed focus, very small group or individual) instruction and intervention based upon individual student need. Tier 3 supports are provided in addition to and aligned with the core (Tier 1) and supplemental (Tier 2) academic and behavioral instruction, interventions, and supports.

The tiers are not a “set” series of interventions or activities that all students move through. Rather, they are fluid and flexible; students may move from a lower to a higher tier and back again, based on documented need. A student may be successful with Tier 1 supports for behavior and mathematics, require supplemental Tier 2 instruction for reading, and need intensive Tier 3 interventions for writing. As the student progresses and the performance gap with grade level and classroom peers closes, the student may no longer need anything beyond Tier 1 (universal instruction). The RTI framework is designed for all students, including general education students and those receiving special services. “All students” includes those who struggle, those who excel and demonstrate needs beyond the core, and those who are English language learners. If the school’s student services support team determines that a student is not making adequate progress

after the provision of effective Tier 1, Tier 2, and Tier 3 intervention and supports for an appropriate amount of time, or that the services are effective but may require substantial and sustained effort that may include special education and related services in order to maintain progress, the team will refer the student for evaluation for exceptional student education.

PLAN FOR SERVING ALL STUDENTS

A public charter school, as with any public school, by law, must offer a continuum of services for all students. Hillsdale College has a long, documented history of serving all segments of the population without reserve. INCA will continue to follow that tradition in the K-12 setting. INCA's aim is to develop the academic potential and personal character of each of its students regardless of socio-economic status, race, religion, color, national origin, sex, or disability and to graduate them fully prepared to participate as informed, responsible, and active members of their community. INCA's vision for its students is not limited solely to their academic achievement and scores on standardized tests. INCA will effectively serve all students.

Student Demographics in Planned Attendance Area

School District	Economically Disadvantaged Students	Students with Disabilities	Hispanic Students	English Language Learners
Idaho	47%	10%	18.3%	7%
Boise Independent School District	50%	12%	12.8%	10%
Emmett Independence School District	52%	11%	14.4%	4%
West Ada School District	25%	10%	10.5%	4%
Horseshoe Bend School District	51%	13%	8%	<3%

Sections of Ada County, Boise County, and Gem County are within INCA's primary attendance area, which will minimally impact four school districts: Boise Independent School District, Emmett Independent School District, West Ada School District, and Horseshoe Bend School District. The school districts of Boise, Emmett, and Horseshoe Bend have 50% of their students qualified for the free and reduced lunch program compared to 47% statewide. The table above shows some of the demographics of students in the planned attendance area.

One of the time-tested instructional approaches of the classical model, ability groupings (i.e., the RTI framework), provides an example of identifying and supporting any student's needs. Instructional supports and strategies are most effective with flexible ability groupings in the core subjects of reading and math in the elementary grades. To best differentiate instruction, providing individualized support for all learners while maintaining the same expectations of outcome, ability groups will enable INCA to tailor instructional techniques and class time to meet the needs of all students. Students may be placed into ability groups upon admission using initial assessments that indicate strengths and weaknesses. Students will move across groups as additional assessments suggest. Students are responsible for mastery of the same skills and concepts and are required to take the same assessments regardless of grouping. Using differentiated instructional strategies will enable teachers to optimize the learning of all students.

SPECIAL EDUCATION

INCA will adopt and comply with the current Idaho Special Education Manual from the Idaho State Department of Education. The school will use the forms for special education as outlined in the Special Education Manual. INCA will also ensure that all facilities are appropriately accessible for students with disabilities. On the school enrollment form, there will be a question

asking, “Does your child have an IEP, 504, or any other support plan?” Until special education personnel are hired, the school leader will answer any questions parents may have about services provided by the school and will have access to expertise in this area through Idaho State Department of Education.

Certified special education teachers will be hired to implement special education programs. Classified teaching assistants will be hired and trained to assist the special education teacher with the teaching and support of students with disabilities. With oversight by the special education coordinator and school leader, child find activities and evaluations will be completed within the appropriate time frame.

A continuum of services will be provided at INCA. IEP (Individualized Education Program) teams will be established as set forth by IDEA (Individuals with Disabilities Education Act) and will, for a given student, include the student’s general education teacher, a special education teacher, an administrative representative, the parents, other team members as appropriate, and the student himself or herself whenever appropriate, particularly when the student is older.

Special Education/Student Services Coordinator/Director

INCA’s staffing plan and budget include hiring a special education coordinator as early as possible so that incoming existing IEPs can be reviewed. What follows is a sample job description for the special education coordinator and a blueprint for what will eventually become the director of student services as the size of the school and student services department increases.

General

The special education coordinator shall:

- Ensure the academic integrity of the school by overseeing the modifications and

accommodations for students in specialized programming;

- Oversee the education of students with IEPs or 504 (Rehabilitation Act of 1973, for students that do not qualify for special education) Plans
- Assist general education teachers to meet individualized educational goals for students with IEPs, 504 Plans, and ALPs;
- Supervise and evaluate classified student services staff; and
- Set budget priorities for Student Services and have general knowledge of the department's fiscal status.

Ensure the Academic Integrity of the School for Students with Specialized Programming

To maintain the academic integrity of the school, the Student Services Coordinator shall:

- Oversee school-wide practices to ensure they are aligned with the requirements of the Idaho Special Education Manual
- Remain faithful to the academic curriculum and character education in the school
- Understand the importance of the defined curriculum
- Ensure that modifications and accommodations are consistent with students' individualized needs relative to the school's mission and philosophy
- Stress the importance of continued student progress both academically and in character development
- Demonstrate mastery as a teacher to students
- Develop the intellect of each student to the utmost of his or her ability
- Develop the personal character of every student
- Participate in annual professional development

- Oversee mandated educational processes

To ensure the proper services and support for students who need accommodations or additional supports, as well as to ensure that the school complies with state and federal laws, the special education coordinator is expected to develop and/or oversee:

- Special Education support and services
- RTI framework
- English learner program
- Section 504 Plans
- Assistance for general education teachers with implementing specialized programming

To ensure the proper services and support for students who need supplemental programming, the special education coordinator shall:

- Educate school faculty and staff regarding students with disabilities
- Disseminate information regarding IDEA and ADA (American with Disabilities Act), and any changes or updates to these laws
- Collaborate with teachers to maintain consistent communication regarding student needs
- Oversee the effectiveness of modifications and accommodations

Management of Student Services Department

Management of student services includes the following to ensure appropriate direction to supplemental teaching staff and ensure progress for INCA's students:

- Direct supervision of student services staff
- Collaborative work with the school leader to recruit and hire the best paraprofessionals, special education teachers, and other personnel for positions that will meet the individual

needs of students

- Definition and coordination of contracts for wrap around services (e.g., psychologist, speech therapist, occupational therapist) with the school leader
- Oversight of the effectiveness of wrap around services
- Coordination of services and support to align with student needs
- Management and monitoring of progress-tracking
- Management and keeping appropriate confidentiality of all student records and school reports
- Close coordination with the enrollment coordinator regarding services for incoming students
- Protecting the confidentiality and professionalism of the faculty and staff with regards to students in supplemental programs
- Coordination of summer school programming.

Minimum Job Requirements

- Master's degree in a brain-based field (e.g., special education, occupational therapy, speech therapy, or school psychology) or an equivalent combination of education and experience.
- Bachelor's degree in a relevant and appropriate field as it pertains to student learning and development
- Familiarity with special education laws and regulations regarding IDEA
- A special education license approved by Idaho Department of Education or the willingness and ability to obtain licensure
- Experience with students who need additional supports and services

- Management/supervision experience
- Ability to speak and write clearly
- Ability to oversee specialized programming
- Experience in educational management or administration
- Previous K-12 education classroom experience
- Ability to adjust to the needs of the changing student population

Special Education Evaluation Process

The special education coordinator and the IEP team will review and, if necessary, revise current IEPs and consider the students' needs and continuum of placements and related services in order to meet educational needs as soon as possible.

Whether for students with existing or revised IEPs, or new students entering the school who are identified as needing support, individualized plans will be developed to maximize the students' time with peers in the least restrictive environment. Nonetheless, a variety of means of support may be made available according to the needs of each student and as outlined in the IEP.

Outside personnel may be contracted to provide the following services based on need: speech-language pathology, occupational therapy, physical therapy, and school psychologist services. Special transportation may be provided for those students whose IEP requires that service. The need for an extended school year, paraprofessional assistance, adaptive technology, and assistive technology may be considered and provided if deemed necessary in line with the student's IEP.

When a student is suspected of having a disability that requires specially designed instruction, INCA will form a support team comprised of members consistent with the

requirements of the Idaho Special Education Manual to consider a student's eligibility for special education. The team reviews information from various sources including, but not limited to, RTI data, state standardized tests, classroom grades, formal and/or standardized assessments, curriculum-based measurements, and general progress in the grade level or subject. After reviewing all the data, the team will determine if a referral and subsequent consent for evaluation to determine eligibility for special education services is appropriate. If the student meets eligibility criteria, the team then will seek parental consent for the student to receive special education services.

Whenever students do not clearly meet SPED criteria, the team may refer students to other avenues of support, such as the 504 process.

Behavior intervention plans will be utilized if a student has a disability-related behavior that impacts his or her learning and/or the learning of others.

The IEP team will determine the best avenue and least restrictive environment regarding each student's needs. INCA will utilize an RTI team meeting format to evaluate student response to such intervention, consisting of problem identification, analysis of the problem, appropriate research-based interventions, and progress monitoring.

In its recruiting efforts, INCA will ensure that prospective parents understand that the school is a public school that intends to meet the needs of all students, to include those with learning disabilities. The school will also work to ensure that parent and student rights are protected, to include in the handling of personally identifiable information in student special education records. All records will be kept confidential and secure.

Discipline and IEPs

The guidelines provided by the IDEA (Individuals with Disabilities Education Act) and the Idaho Special Education Manual will be followed with regard to disciplining students with disabilities. If a student currently has a Behavior Intervention Plan (BIP), the plan will be reviewed to determine if intervention and response steps were implemented appropriately in a given disciplinary situation. If a BIP is not in place, the IEP team will meet to determine whether a Functional Behavior Assessment is appropriate. A BIP may be implemented if the special education team determines that the behavior of the student impacts his or her learning and/or the learning of others. This intervention, if deemed necessary, would be included in the IEP.

ENGLISH LEARNERS

To meet the needs of bilingual and/or students who have limited English proficiency, INCA will follow the guidelines in the State EL Guidance for Idaho Districts manual. English Learners (EL) fall into three categories: (1) students whose primary home language is other than English, (2) students from heritage language groups needing enrichment and further development of English while maintaining fluency in their heritage language, and (3) any other students needing enrichment and further development of academic English. INCA will use the required procedures to appropriately serve the language needs of EL students. These procedures may include the following:

- Identification of the primary or home language other than English by administering the Home Language Survey when students are enrolled.
- If the Home Language Survey indicates a language other than English, administer the WIDA Access Placement Test (W-APT) to determine whether the student is proficient or non-

proficient in all language domains and will be placed in an appropriate program within 30 days.

- Student progress will be assessed annually until proficiency is attained.

For EL students, the school may contract with an appropriately certified EL or bilingual teacher who could provide aid within the classroom to the student(s) if needed. Within the classroom, the EL teacher may provide support to the classroom teacher in the area of scaffolding, which is providing layered instruction to aid in student comprehension of content and objectives. This includes strategies such as adjusting speech or providing appropriate background information and experiences to assist the students to grasp the content. In addition, other appropriate strategies will be used to transcend language barriers including the use of visuals and demonstrations to communicate content and develop language skills with EL students. The objective will be to enable the EL student to achieve a mastery of English as soon as feasible.

Depending on the demographics, needs, and resources, one or more program models may be implemented (as per State EL Guidance for Idaho Districts manual):

- In the classroom in a “push-in” setting - teachers assist English language learners with differentiated instruction within the classroom so that students may access the curriculum presented; or
- In a “pull-out” setting - students would be pulled out of the general classroom during non-core instructional time to receive intensive English instruction. In the early grades in particular, these pull-out sessions may reinforce, further explain, or offer more practice in the classroom lessons, particularly in the areas of phonics, grammar, and reading.

The curriculum itself is designed to give students a mastery of the fundamentals. As such, a

classical school may prove to be the best setting for EL students. Both the phonics program of Literacy Essentials and the conceptual nature of Singapore Math are designed to meet the individual needs of all students. Since most students will not have been taught to read or spell using an explicit phonics method, all students in the elementary school will initially require intensive phonemic training. This includes extensive orthography practice, which could be called the science of correct spelling. The advantage of orthography is that it systematically shows how phonograms work in each word rather than depending on students to simply memorize the word or intuit “the code” of the English language itself with no instruction to that end. As has been revealed in many studies, about a third of children do not intuitively understand English spelling in the way that some of us “are just not good in math.” As such, the phonemic patterns found in the Orton-Gillingham family of research have been used for students who struggle with reading, whether having a different native language, being dyslexic, having suffered physical injury affecting the brain, or simply not having a normal grasp of English spelling.

Our phonics program is a multi-sensory approach. That is, students hear the explicit sounds of the phonograms spoken by the teacher, say the sounds themselves in a choral response, see the teacher writing the phonograms on the board to form words, continue to say the phonograms as they write the words on paper, then see their own written words, marked with a code that enables them to understand what each phonogram is doing in the word (as when the letter O says its third sound, or the letters CH say their second sound). This multi-sensory way of teaching helps all students master and commit to memory what they are learning. Thus, students hear, say, see, and write words whose spelling patterns are explained to them, thereby taking “ownership” of correct spelling.

GIFTED AND TALENTED

Classical education, by its very nature, upholds time-tested standards of excellence and is challenging and academically rigorous at its core. Students first encounter Shakespeare in the fifth grade. They first learn about Socrates in the second grade. They will start learning Greek and Latin roots in fourth grade. As such, experience shows that students deemed gifted and talented are genuinely challenged by the demands of classical learning. The classical curriculum is by its nature a gifted and talented program for all students.

Obviously, certain students will excel more than others. Should a student wish to pursue a more demanding level of instruction, the teachers will work to provide such a challenge within the curriculum itself rather than creating an alternative curriculum or program. For example, when second-grade classes are memorizing the Preamble to the Constitution, a more talented or ambitious student could “keep going” and memorize as much of the Constitution as he or she can, or perhaps attempt the Bill of Rights. In the fourth grade, the students read an adapted version of *Robinson Crusoe*. A student wishing to excel further could read Daniel Defoe’s original text, which is written in eighteenth-century prose. In the sixth grade, students encounter philosophy through their study of the Greeks and Romans, followed by the Enlightenment. Students wishing to go beyond the teacher’s lectures introducing the philosophical concepts of “the Cave,” the *vita activa* versus the *vita contemplative*, the “state of nature,” the division of labor, and so on, could be given actual passages taken from Plato, Cicero, John Locke, Adam Smith, *et alia* to read and report on.

NEEDS IN MATHEMATICS

A classical school seeks to provide students with a mastery of numbers no less than a

mastery of words. Realizing how and why students struggle with math shapes both our teaching and our program as we work with students of widely varying abilities.

In the same way phonics offers explicit instruction in the way words work, Singapore Math offers a conceptual approach to mathematics that explains how numbers work. The Singapore Mathematics curriculum comes originally from the country of Singapore, whose students have ranked at the top of international exams for decades (for example, as reflected in the Trends in International Mathematics and Science Study). Its design addresses one of the flagrant shortcomings of much math teaching in America. Plainly, many students have trouble “seeing” exactly what numbers are and how numbers relate to each other, even when counting beyond a certain number. The Singapore program explicitly teaches students in three stages of math instruction: from the concrete to the pictorial to the abstract. Students in the early grades work with small “manipulatives” (such as popsicle sticks) that allow them to feel what numbers mean and to build number sense. Soon, they move to the pictorial, that is, symbols or bars to represent numbers as they interact, which the students may have to draw themselves. Then they are prepared to use numbers in the abstract and understand how they relate to each other in various operations.

Use of the pictorial to represent numbers does not stop in the elementary grades, however. Particularly with fractions, and then moving into pre-algebra, students must draw on bar modeling to understand how mathematical equations actually work in concept. For example, with bar modeling students can see visually what a fourth of a half is—as it becomes one-eighth—rather than just following a rote, abstract procedure (multiply the tops of the fractions, multiply the bottoms) which does not explain why that method works conceptually.

Such a method of teaching math supports students with varying needs. Whenever a student does not understand a particular operation, the teacher can always go back to the concrete or the pictorial representation rather than just stalling on an equation that makes no sense to the student(s).

The school will also differentiate math instruction by ability grouping in all grades beyond the initial years of elementary school (K and 1). Students, particularly those entering a charter school in the first few years, will vary widely in their number sense and mathematical skills. When all students are kept at grade level, the teacher is forced to teach to an artificial middle, which usually leaves at least a third of the students bored and a third confused. After initial evaluation and review, students will be placed according to their ability levels during a common math block in the elementary grades while the upper school will offer a schedule allowing students to take their ability-levelled courses. The purpose of ability-grouping is not to “hold students back” in math, but rather to give them a solid foundation, remove anxiety, and foster a joy in mathematical thinking. If students do not master the basic operations, then their mathematical reasoning at follow-on levels will be difficult and discouraging.

The school will explain the rationale for ability grouping to the parents and provide a culture in which students go to different teachers during “math time” but are not being demoted or put in “second-grade math” as third graders, for example. Schools that have used this approach have been able to bring students who struggle with math up to their grade level more quickly and to build students’ confidence in their own math abilities as they learn to enjoy the puzzles, patterns, and mysteries of numerical relations. Treasure Valley Classical Academy has shown strong academic results (as evidenced in the most recent ISAT) in mathematics using this approach

to ability grouping.

Ability grouping in math will also be the school's approach to challenge students deemed gifted and talented in mathematics. The upper school schedule will be made to ensure classes in pre-algebra, Algebra I, and possibly geometry will be offered during the math block in the elementary school for students who need that level of instruction.

A now seminal 2007 study by Dr. Greg Duncan *et alia* of Northwestern University titled School Readiness and Later Achievement concluded that early literacy and math skill acquisition is the greatest predictor of later learning. By choosing sound research-based programs in phonics and mathematics, coupled with a classical curriculum that, by definition, is a literacy focused curriculum, we propose to provide students with these skills early on to ensure a successful academic future.

PROFESSIONAL DEVELOPMENT PLAN

Professional development in the classical model will be an essential feature of INCA's annual program. Though training and evaluation is continuous, most faculty training will come in the form of book ends to the academic year held in the last week or weeks of summer prior to the start of the school year and for two or more days in the early summer at an annual retreat involving similar schools.

Professional development is essential to INCA achieving its mission. Though many teachers will likely have a background in classical education, whether in their own K-12 or college experience or in teaching, others will not. While elementary teachers may be very strong and well-trained in their particular academic disciplines, they may not be as well versed in the classical approach as others. Further, even within the classical community there are different ideas

concerning what is both most classical and most effective. Thus, the school's faculty training will bring together all teachers in all subjects and for all grade levels to create a common conversation about what constitutes the school's mission, vision, pedagogy, and means of promoting good student conduct and progress within a vibrant and cheerful school culture.

Within this framework, the professional development will take several forms. There will be a significant amount of attention given to the mission and philosophy of INCA's American classical approach, to common features of classroom management and school decorum, and to school policies and practices, all discussed as a whole faculty. Further, teachers will participate in intensive pre-opening and follow-up training for individual subjects: phonics (Literacy Essentials), mathematics (Singapore Dimensions), grammar (Well Ordered Language), vocabulary (Wordly Wise), composition (Institute for Excellence in Writing), and comprehensive core curriculum (Hillsdale *K-12 Program Guide 3.0*: A comprehensive scope & sequence). Elementary teachers, who teach multiple subjects, should expect to participate in annual training for phonics, grammar, mathematics, literature, history, and science. While it might seem unnecessary for an experienced teacher to sit alongside a teacher new to the school and to the curriculum (and sometimes experienced teachers will not be required to participate in the introductory phases of training), all these subjects are both rich and complex enough to warrant repeated inquiry. In addition, both the insights and questions of more experienced teachers can be very helpful to newer teachers and to their veteran colleagues.

The largely subject-based training for upper-school teachers will usually be directed only at the teachers who teach those disciplines, with two provisions. First, all teachers will be given at least an introduction to all subjects taught in the school. Knowing what other teachers are doing in

other subjects builds camaraderie, gives teachers a much broader understanding of the school, and promotes cross-curricular instruction. Second, upper-school teachers should be encouraged to attend much of the elementary training in their subject areas, again for several reasons. Doing so builds a strong alliance between upper-school and elementary teachers. It reveals to all teachers what the grade-level expectations of students are, what students will have learned in the earlier grades, and what they should prepare for in the upper grades. In other words, it fosters vertical integration of the curriculum.

Teachers (and school leaders) should practice what they preach. To this end, the faculty and staff will, over time, “read through the curriculum” together to promote summer professional development and discussion during faculty training. Rather than just talking about what “The Great Conversation” should look like, the faculty should participate in or “model” it. Such engagement will give teacher insights into what is expected of them and what they should expect of their students. Here are some examples: Benjamin Franklin’s *Autobiography*; Frederick Douglass’s *Narrative*; Laura Ingalls Wilder’s *Little Town on the Prairie*; Mark Twain, *The Adventures of Tom Sawyer* (not “the model boy” of the village, nor the model student, but like many a young boy who just might end up in your fifth-grade class).

The training detailed above will be provided and orchestrated by the following leaders and institutions:

The Hillsdale College Office of K–12 Education holds an intensive two-week curricular and pedagogical training for new member schools. This training addresses the mission and history of classical education, the teaching of various subjects, and the overarching expectations of a classical school. This initial training is followed up with three to four days of annual training on the

Hillsdale campus for teachers at the various grade levels and subjects taught (i.e. early elementary, upper elementary, upper-school by subject). Further, Hillsdale curricular experts and teaching staff visit each school at least once per year to provide guidance and follow-up training.

At the annual training at Hillsdale, teachers meet and collaborate with other teachers from across the country, many of whom have been in classical schools for some time. Often the training is led by these more experienced teachers. This kind of training conducted by those who “know the ropes” is very beneficial to teachers: both in offering new ideas for best practices but also in reassuring and guiding them when some things are just hard by their very nature.

Over time, both in-house and in-state training will figure prominently in INCA’s professional development opportunities. After a while, some teachers will no doubt have distinguished themselves as masters of their craft. Such teachers are often informally consulted by their colleagues for advice about what works in the classroom. A school with outstanding teachers does well to use their talents to help lead discussions and train other teachers, particularly those new to the school and new to teaching altogether. This is also a good way to train future school leaders, whether of this school or others. These teachers will be given opportunities to serve in two-year faculty chair terms in grade bands such as K-2, 3-4, 5-6, and upper school by subject.

Another feature of the growth of the classical schools movement is an increasing level of collaboration among schools in the same state or region of the country. States with emerging classical charter school networks are capitalizing on collaborative opportunities within those states. As more classical charters open in Idaho, no doubt such joint training will increase.

While the kinds of training needed to achieve the school’s mission varies according to grade level and subject matter, certain common elements transcend age and subject. The school will

work to ensure teachers have these fundamental ideas of good classical teaching on their minds as they prepare and execute their lessons. Such elements or questions are:

- How does a teacher provide teacher-led instruction that nonetheless engages the students individually and enlivens the class as a whole?
- How does a teacher employ the Socratic method? What does Socratic inquiry look like in different subjects and at different grade levels?
- How does the teacher differentiate within the classroom to engage all students?
- How do more lecture-based classes (history and science) tell the story of the human or the natural world and keep students engaged while doing so?
- How do the arts (visual and musical) appeal to certain models of excellence, and can the modern student imitate or be inspired by these models?
- How does a teacher create study questions, quiz and test questions, and essay questions that engage and do justice to the subject as they inspire the students' minds?
- How does a teacher develop memorable assignments and tests, thus producing cultural literacy, a storehouse of knowledge, and genuine, life-long participation in "The Great Conversation"?
- To what extent can/should modern technology be used in a classical school?

Aside from day-to-day student participation in class discussion, what other forms might the rhetorical component of classical education take? These should include memorizing of poetry; brief statements or reports from the front of the class; class debates; mini-lectures on appropriate subjects, such as a work of art, "justifying one's answer" as in a math class, etc. A student's academic journey at INCA will culminate in a senior thesis both written and presented orally to his

or her classmates, teachers, and other invited guests.

What constitutes fair and effective grading? The ideal will be a “Golden Mean” between every student easily making straight A’s, on the one hand, and most of the students barely scraping by, on the other. In general, grade inflation will be discouraged, with grades assigned according to the following guidelines: A (mastery), B (proficiency), C (sufficiency or basic competence), D (insufficiency), and F (failing). Grading is particularly important since most students will enter the school without a classical background, and the material being taught is demanding. Over time we should see greater mastery of the curriculum and therefore significant improvement in grades for all.

In addition to training, the Hillsdale College K-12 Program and the Core Knowledge Foundation have ample resources that help teachers prepare lessons and follow the sequence for any given subject or grade level. Singapore Mathematics and Literacy Essentials likewise offer such resources. Time will be provided during training to show teachers how to use these materials.

The bulk of professional development will be devoted to the curriculum and teaching. Nonetheless, sufficient time will be given to other essential topics: maintaining good discipline and decorum in the classroom; student services (response to intervention, special education, and English language learners); differentiated instruction; effective communication with parents; school policies and procedures, and school information systems (student information system, parent portal, etc.).

Teachers will be instructed in the best techniques and school’s policies and philosophy of what is usually called “classroom management.” The basic strategy is to combine structured

learning wherein students always know what is expected of them with engagement and discussion that keeps students interested and appeals to the best in their nature through an explicit teaching of the moral virtues (of which the school has chosen six “core virtues”). In addition, the school will have a fair and consistent plan of discipline to correct behavior when it is not appropriate or conducive to learning. This plan will vary according to grade level so as to be age-appropriate but will throughout the grades require students to acquire what the school will call “self-government.” Though teachers may have different “styles” or “voices” in implementing discipline, as is the case with teaching, all teachers will embrace the school’s philosophy and practices of promoting good behavior.

FACULTY AND STAFF PERFORMANCE EVALUATION

One of the school leader’s primary duties will be to clearly explain to teachers the expectations for their teaching, classroom management, various administrative responsibilities (such as taking attendance in a timely manner, grading, etc.) communication with parents, monitoring students outside the classroom, and the various aspects of school safety.

From the first week, the school leader will be a presence in the halls and in the classrooms to ensure the teachers fully understand and are following the expectations of the school: with the school leader’s understanding being that this is a first-year school, some teachers may be in their first year of teaching, and the school has a very unique mission. Thus, much “on-the-job training” is to be expected. Teachers should feel that they can go to the school leader with questions and to get help in a friendly and productive learning environment. It is the school leader’s job to promote a positive culture of self-improvement.

This culture is best created—at least in the classical community—by what is called “The

Conversation.” Teachers should expect the school leader or, eventually, lead teachers to come into their classrooms, to observe, and then to discuss the lesson afterwards. Rather than a highly formal and formulaic evaluation, the school leader or lead teacher should be able to give a teacher advice for improvement as well as comment on the strengths of the lesson—with guidance on the subject itself—through a conversation that includes questions, commentary, and suggestions. Thus, the idea of a conversation which animates the school extends to the evaluation of teaching. The hope is teachers will enjoy the school leader visiting classes and look forward to such feedback rather than dreading a highly formal evaluation. Though this personal approach may seem antiquated, it is most definitely the classical approach to teaching—in this case teaching the teachers. Such observations will be frequent, such that by the end of the year (at the summative appraisal), both the teacher and the school leader will be very familiar with areas of strength and areas that are opportunity for improvement.

Teachers will receive a formal appraisal each year, which includes an interview and a written evaluation to be kept in the teacher’s file. The school leader will follow Idaho’s approved Danielson Framework in providing written feedback for both informal observations as well as the annual summative.

In the case of substandard performance where expected improvement is not forthcoming, the school leader may reassign the teacher to other duties (if such duties exist and if there is a good chance of the teacher’s improving) or terminate the teacher’s at-will agreement. There are, of course, other reasons for terminating an employee, e.g., lack of professionalism, the use of inappropriate language in class, or a failure to perform assigned duties (such as getting grades in or being chronically late for class). Teacher performance and improvement overall, most of the

time follows the adage we teach our early elementary students: “Where there’s a will, there’s a way.”

Members of the office staff or leadership team will be evaluated in a similar manner to teachers, though clearly a different kind of observation will take place. Whereas the faculty will meet regularly to discuss matters related to the classroom, school culture, upcoming events (such as a parents’ night), and the like, the office staff will usually meet as a smaller group or individually with the school leader to discuss various administrative functions (e.g., enrollment, finances, or book orders). Often the staff will need to meet prior to introducing something to the faculty. Staff members may be required to attend faculty meetings when needed. It is likely that staff will be able to meet during the school day, whereas faculty meetings will be held after school on a consistent schedule.

ADDITIONAL INFORMATION REQUESTED BY CHARTER COMMISSION STAFF

The Charter Commission staff requested additional information about how INCA will find American classical educators during a nationwide staffing shortage.

The governing board and school leadership recognize that the availability of classically trained educators is limited, and that American classical education is an even narrower branch of the classical education movement. It is anticipated that INCA may attract a small number of experienced educators from other schools within the Hillsdale K-12 initiative who are interested in living on the eastern side of Idaho’s Treasure Valley or are seeking opportunities for greater responsibility in an American classical school. However, INCA intends to cultivate its own American classical educators by drawing from the existing pool of new and experienced teachers in Idaho and throughout the region. These efforts will be combined with recruitment of content

experts from across the nation. The common threads that will unite successful candidates are: (a) mission alignment, (b) kind-heartedness, and (c) a love of wisdom and a desire to learn. Each teacher employed by INCA will receive ongoing training in the mission, educational program, and character development practices utilized in an American classical school. Details regarding approaches to teacher professional development are provided earlier in this section. Through those efforts the school leader will create a corps of American classical educators for INCA, with assistance and support from Hillsdale College. This process is unfolding across the United States as the classical education renaissance gains momentum and schools work to form the next generation of classically trained teachers.

Sustainable, long-term recruitment strategies are a top priority for INCA and ACSI. Although our plan is to create a corps of American classical educators, we need access to mission aligned professionals with an interest in learning this model. Currently, the groundwork is being laid to create recruiting pipelines between interested colleges and universities and ACSI schools. These include Baylor University, Hillsdale College, George Fox University, St. Johns College, Templeton Honors College (Eastern University), Torrey Honors College (Biola University), University of Dallas, and Wyoming Catholic College. These relationships are being developed by leveraging connections within the ACSI network and external support for our mission to train the minds and improve the hearts of students. This is only the beginning of our concerted effort to ensure that we can staff not only INCA, but other ACSI schools as they come online in the future.

While many of TVCA's elementary school faculty were recruited from within Idaho, all their upper school faculty are content area experts recruited from across the United States (from New York, Virginia, Texas, Arizona, and California) and 85% of them have either a master's degree, a

doctorate, or both. INCA will pursue similar recruitment patterns, with most elementary school teacher recruitment occurring locally or regionally, combined with a national search for upper school teaching candidates. To support Idaho-based recruitment efforts, in-state pipelines will eventually be developed. However, there is ample evidence that talented educators from around the country desire to work in American classical schools and will relocate for the opportunity.

SECTION II: FINANCE AND FACILITIES PLAN

FISCAL PHILOSOPHY AND SPENDING PRIORITIES

INCA will function as a nonprofit organization managed under the “Idaho Nonprofit Corporation Act.” Charter schools differ from other nonprofit corporations in several ways. In the case of finances and funding, charter schools are largely publicly funded but may seek and receive some funding through philanthropic sources due to the responsibility of fulfilling the obligations of public schools but on a reduced budget. Not only must the charter school choose their spending priorities carefully, but governing boards and school leaders must have a heightened sense of fiscal accountability and make wise financial choices. In alignment with this perspective, charter school boards must practice robust financial oversight of management.

INCA’s fiscal philosophy is focused on the principle that all money will be prioritized to inculcate excellent knowledge and character in our students and that budgetary decisions will be made with long-term financial sustainability in mind. Our goal is to operate with a budget that will gradually build toward a 60-day cash reserve (minimum) within the first 3-5 years of operation and always maintain at least a 1.2 debt service coverage ratio. The budget will follow a realistic projection of future operating revenues and uses of funds. Additionally, the budget will be prepared with thoughtful consideration of the mission of our school, and state, federal, and local requirements.

INCA will make every effort to ensure timely payments of all liabilities. Also, all expenditures will be regulated to make certain that sufficient funds are available to cover all financial obligations.

INCA will operate in a transparent and accountable way in all financial matters. The school will continue to communicate with all persons, groups, or organizations that have an interest or

concern related to our school. The INCA website and other media outlets will be utilized to ensure that our public financial information is easily accessible (per Idaho statute).

INCA will make every effort to pay fair and competitive wages to its employees. Compensation will be reviewed annually. This is an important tool in attracting and retaining a talented workforce.

INCA values its relationships with all vendors in our local community and throughout Idaho. INCA will routinely review fiduciary relationships to ensure the reasonableness of fees paid and that contractual requirements are being met. These relationships may include, but are not limited to attorneys, auditors, elementary or secondary special education service providers, and facility contractors.

FINANCIAL MANAGEMENT PLAN

The budget is prepared by the school leader and approved by the governing board in compliance with Idaho Code § 33-801 and policy of the State Board of Education. It will be presented at a public hearing in May (first reading) and June (second reading) of each year and is delivered to the State Department of Education as required on or before July 15th prior to the beginning of the school year. Income sources will include state allocation per pupil, federal grants, private grants, business partnerships, and donations. Amended budgets will be submitted to the State Department of Education as necessary pursuant to Idaho Code Section § 33-701(9). As mentioned previously, INCA will build and then maintain an operational reserve, to account for any contingencies.

The accounting records will be kept in accordance with generally accepted accounting principles and standards. The purchasing process will comply with Idaho Code § 33-601. The

school leader will be responsible for financial management with the daily monitoring of revenue and expenses and management of cash flow. Per ACSI's bylaws, the governing board must ensure the financial integrity of the INCA budget; therefore, the INCA governing board exercises fiduciary oversight of the school's finances.

The partnership with Hillsdale College provides critical support in the technical areas of starting a new charter school. Many charter schools are blindsided by a host of issues that are difficult to foresee. The experience, guidance, and rich network that the Hillsdale K-12 Program provides will be essential to INCA's success. Hillsdale College provides a semi-annual two-day training on board governance principles, including financial oversight.

Another important partnership that INCA has in the area of school finance is the team at BLUUM. Through the agreement between INCA and BLUUM, finance training and resources are provided to the governing board and school leader, particularly in the area of Idaho laws, formulas, and best practices. BLUUM's objective in providing this free of cost support is to empower financial and operational decision-making in those responsible for the development of INCA. The agreement between INCA and BLUUM can be found in Appendix Series H.

The school leader and business management service provider will be responsible for monitoring the school's financial position, i.e., the routine spending decisions, maintaining financial records, making deposits, filing payroll taxes, etc. The governing board is responsible for the oversight of the school's financial management. The board's responsibility is to ensure that all management responsibilities are properly executed, and that the school's money is reasonably safeguarded from risk.

Dr. Brian Carpenter (2011), from National Charter Schools Institute, believes the following

are two of the most valuable financial oversight policies a board can have:

- An internal control policy (segregation of duties). Such a policy helps prevent any individual from having unfettered access to the school's money. Failing to have such a policy can cost your school dearly.
- An auditor selection policy through which the board takes the lead in selecting the auditor. Among other things, the board should ensure that the auditor is independent from management

The governing board will also consider adapting financial management policies per the following guidelines from National Charter School Resource Center.

FINANCIAL HEALTH AND SUSTAINABILITY

Prevention

- Ensure financial literacy
- Proper budgeting and forecasts
- Regular monitoring practices
- Regular risk management

Identification – using National Association of Charter School Authorizers Checklist

- Near-term measures
- Sustainability measures
- Additional non-NACSA measures

Management

- Determine the severity of the problem
- Create a strategy to address issues

- Additional controls

FRAUD AND MISFEASANCE

Prevention

- Practice a culture of fiscal accountability
- Set up policies and procedures to ensure transparency and accountability
- Practice proper procurement and contracting
- Limit access to school funds
- Review human resources policies
- Review and maintain accurate records and accounts
- Contract independent financial audits
- Protect and encourage whistleblowing
- Turn on automated controls

Identification

- Look for warning signs in financial records, such as sudden drops in profit or cash, no receipts, missing documentation, and large increases in payments or salaries
- Look for warning signs in a school's fiscal practices, such as the concentration of authority, no transparency, unqualified financial management, no implementation of policies, weak checks and balances, and unresponsive school leadership

Management

- Upon initial suspicion, clearly document all decisions and designate the appropriate investigative body
- Conduct a thorough investigation to understand whether the issue should be escalated, or if

a crime has been committed

Source: Carpenter, Brian, L., (2011), BoardWiser™, Navigating the Intersection of Governance and Management Series, 7 of 12. Brian L. Carpenter, Ph.D. & Associates.

DESCRIPTION OF FACILITY NEEDS

As noted in Section I of this Petition, INCA is based on an orderly, traditional, classical education format utilizing the Hillsdale K-12 curriculum. The guiding principle for most K-12 instruction is that instruction be “teacher-centered.” Most of the time teacher-centered instruction will take the form of a short lecture, story, read-aloud, or teacher-led discussion. Teacher-led discussion will help to model inquiry and analysis for students as a way of preparing them to engage in more open Socratic discussions in the upper school. This traditional instruction requires rooms with individual desks and the ability to deploy a layout that focuses attention on the teacher’s instructional location, commonly the front of the class or circulating amongst student desks. This approach can be effectively accomplished with classrooms of approximately 700 square feet. However, slightly larger classrooms of around 860 square feet will be necessary for the art and music programs.

Once the school is fully developed, it will serve 702 students, which includes 54 students per grade level. INCA plans to have 3 classrooms in grades K-1 to accommodate 18 students per class and 27 students in each classroom in 2nd through 6th and beyond. Conceptual financial analysis conducted in partnership with BLUUM suggests school facility construction be split into two phases. The facility plan was developed based upon this parameter.

FACILITY PLAN

With the instructional requirements outlined in the previous subsection in mind, INCA

embarked on a building and design partner exploration to support construction of an American classical school. This exploration began by conducting separate meetings with eight other charter school leaders throughout Idaho to document their experiences with individual design, construction, and finance partners used for each of their respective schools. This information was synthesized and discussed at length. Potential design and construction partners were engaged and, along with key engineers, designers and community planners, several possible plans were created for the layout and placement of the building. The next three subsections include information about the location, anticipated cost, facility details, and financing considerations for INCA.

FACILITY LOCATION

In September 2021, the founding community group signed a letter of intent with Avimor Development, LLC and received a letter of support (available for review in Appendix Series H) from Dan Richter, the managing partner for the development, outlining their intent to donate land to be used for the school facility. The donated parcel is situated on the eastern side of Horseshoe Bend Road and north of W. Avimor Drive in Boise, Idaho. Current estimated valuation of this land is between \$2,000,000–3,000,000; a formal appraisal will be conducted prior to facility construction. The donation agreement was finalized in September of 2022 (available for review in Appendix Series B). ACSI is committed to building INCA on the generously donated land in the Avimor community. When the time comes, the builders will use state-of-the-art technology and techniques to minimize impacts on the surrounding environment as INCA is constructed in Avimor.

FACILITY NEEDS, COST, AND FUNDING

Based on the proposed floorplan for a fully constructed, permanent facility, INCA anticipates a total cost slightly under \$15,000,000 split between two phases of construction. Phase one is expected to cost approximately \$8,498,000. Phase two is forecasted to cost an additional \$6,104,000. These estimates are subject to adjustment based on economic conditions (labor and material costs) at the time of construction. Currently, INCA is planning around a cost of \$280 per square foot. Specific financial details for phase one are included in Appendix Series B, along with site and floor plans and other relevant documents. The next several paragraphs provide details regarding what will be included within each phase of the facility project.

Phase one will provide enough space to open as a K-6 school and operate for four years, growing to a K-9 school, prior to additional construction. This phase includes 21 standard classrooms, 2 slightly larger rooms to accommodate music and art, 2 student services rooms, a resource center, a main office, a multi-purpose room, and a kitchen. The total square footage for the phase one facility is 30,350 square feet.

Phase two will expand the school to a K-12 facility and include the addition of 11 standard classrooms, 2 student services rooms, a second art room, a second music room, and an upper school science lab. It will also involve the construction of a dedicated gymnasium. The construction project will occur during year four and be completed prior to the fifth year of operation.

The table below provides a succinct outline of the facility needs in each phase of a two-phase construction project. As with phase one, the art and music rooms added in phase two will be slightly larger than standard classrooms. This is also true of the dedicated science lab that is

intended to accommodate lab sciences as the upper school expands into grades 9–12. Please note that the phase one outline represents the minimum amount of space required for INCA to operate the American classical education model. The current phase two outline provides for one additional classroom beyond the minimum requirements as a contingency plan for unanticipated programmatic or student needs.

Two-Phase Construction Outline

Phase One		Phase Two	
Kindergarten	3	Ninth Grade	1
First Grade	3	Tenth Grade	3
Second Grade	2	Eleventh Grade	3
Third Grade	2	Twelfth Grade	3
Fourth Grade	2	Student Services	2
Fifth Grade	2	Art Room	1
Sixth Grade	2	Music Room	1
Seventh Grade	2	Science Lab	1
Eighth Grade	2	Gymnasium	1
Ninth Grade	1	Spare Classroom	1
Student Services	2		
Art Room	1		
Music Room	1		
Resource Center	1		
Multi-Purpose Room	1		
Main Office	1		
Kitchen	1		

Additionally, a note must be made about the outline to provide context for the introduction of one ninth grade classroom in phase one and a second ninth grade classroom in phase two. This is a necessary step to control costs and efficiently utilize space as the student population, academic program, and facility all undergo expansion. In year four, the art room will temporarily be used to teach ninth grade classes and the art teacher will go to the students in their other classrooms rather than the students coming to the art teacher. When phase two is complete and the fifth year of operation begins, ninth grade courses will occur in one of the newly added classrooms and the

art room will be restored to its original purpose.

INCA is also prepared with a contingency plan for deployment if unanticipated factors prevent the construction of the proposed 30,350 square foot facility in advance of the opening year. The contingency plan is a hybrid facility option including a permanent structure of reduced size and an array of modular classrooms. In year one, this would involve the construction of a 12,900 square foot permanent facility with a main office, multi-purpose room, kitchen, resource center, two student services room, three standard classrooms, an art room, and a music room. Since smaller facilities tend to cost more per square foot due to fixed expenses, the contingency plan is built around an assumption of a \$300 per square foot cost. This results in a permanent facility cost of \$3,870,000 for the contingency plan. In addition to a permanent facility of reduced size, seven modular units with two classrooms per unit would be required to fulfill all space requirements in the opening year. Modular units are expected to have an all-inclusive cost of \$296,700 each. One additional modular unit would be required per year during years 2-4 to keep pace with the school expansion plan. Additional information about the contingency plan, with supporting documentation, is provided in Appendix Series B.

FACILITY FINANCE PLAN

INCA will work with Building Hope to finance 35% of the phase one construction costs. Another lender will be utilized to secure the remaining funds. It is anticipated that phase one will cost approximately \$8,498,000, resulting in an estimated annual debt service cost of \$596,325. Please note that this is based on a conservative (high) interest rate estimate and that actual costs may be marginally lower.

In order to balance the budget during the initial years of operation and maintain a debt

service coverage ratio of 1.2, INCA will utilize a generous grant from the J.A. and Kathryn Albertson Foundation. This grant funding will be gradually reduced throughout the early years of operation until financial sustainability is achieved. The INCA budget has been built out through the 2028-2029 school year, by which time the school will serve 576 students. Starting with that school year, INCA will possess the financial capacity to operate on state and federal funding alone and grant support will no longer be required.

See Appendix Series A for the financial summary, pre-operational budget, operational budget, and year three cash flow statement, which reflect phase one construction costs.

ADDITIONAL INFORMATION REQUESTED BY CHARTER COMMISSION STAFF

The Charter Commission staff requested evidence of the availability of JKAF grant funding and documentation to substantiate facility finance claims.

During the pre-operational phase and first several years of operation, INCA expects to benefit from a JKAF grant up to or exceeding \$2,000,000.00. These funds will enable the school to operate all aspects of the educational program at full capacity beginning in year one, as reflected in the proposed budget. Support from JKAF will be gradually reduced in subsequent years until it is no longer necessary. Please note that JKAF has discontinued the practice of writing letters of support for inclusion in charter petitions because direct support is provided through Bluum. The letter of support from Bluum, which has recently been updated with an addendum (see Appendix Series H), serves as a proxy for JKAF support of this project. These grant funds are available (as documented in the addendum) but cannot be fully committed until INCA is authorized by the Charter Commission.

Additional evidence has also been provided to substantiate school financing options

available to INCA. Appendix B now contains letters from Building Hope, Vectra (Zions Bank), Baird National Charter School Finance Group, and Piper Sandler & Co. that detail their interest in working with us to finance a facility. Preliminary information about terms and conditions are provided within those documents. Please note that as with the grant support that is available through JKAF, all these relationships are contingent upon successful navigation of the authorization process. Once the Charter Commission authorizes INCA, these school financing options can be discussed in greater depth and actualized.

INCA has already begun to develop the relationships necessary to carry out a thorough and fiscally responsible facility design/build process. Paradigm of Idaho, Inc. has been retained as an owner's representative. Ken Fisher and his team at Paradigm have already completed a site walk with the developers at Avimor and are beginning to carry out pre-development, entitlement, and due diligence work so the project can proceed on schedule once authorized. Currently, INCA plans to break ground on our facility in June of 2023.

SECTION III: BOARD CAPACITY AND GOVERNANCE STRUCTURE

DESCRIPTION OF GOVERNANCE STRUCTURE

INCA will be a legally and operationally independent entity (operating as a 501c-3 LLC with ACSI as the sole member), established by the nonprofit corporation's governing board. The governing board will be legally accountable for the operation of the charter school. There will be no less than 3 and no more than 11 members on the governing board. Board officers will include a president, vice president, secretary, and treasurer. Each will be elected at the annual meeting and serve for one year. See Article 6 of the ACSI Bylaws in Appendix Series C for a complete description of the officers' roles, but in general:

The president of the governing board shall preside at all meetings and shall appoint committees with approval of the governing board, shall have the right, as other members of the governing board, to make or second motions, to discuss questions, to vote, and may not act for or on behalf of the governing board without prior specific authority from the majority of the governing board to do so. It is the president's responsibility to ensure that governing board members uphold their commitments/responsibilities to the school.

The vice president shall perform the duties of the president in the absence of the president or at the request of the president. In the event a vacancy occurs in the presidency, the vice president will act in the capacity of the president until the office has been filled by a vote of the board membership.

During the foundation period of the school the treasurer may, at the request of the board, deposit or disburse the funds of the corporation or render an account of all transactions as treasurer and of the financial condition of the corporation. The treasurer shall present an operating statement and report, since the last preceding regular board meeting, to the board at all

regular meetings. The treasurer shall be familiar with the fiscal affairs of the school and keep the governing board informed if the school's business management service provider is unable to so act and assist the governing board with the oversight of the corporation's financial management as well as assist the Board in the development of financial policies to ensure that performance aligns with policy. The treasurer shall not be a signor on any account nor shall have any authority to approve or authorize transactions or have responsibility for the financial performance of the school.

The secretary shall keep the minutes of the governing board meetings, ensure that all notices are given in accordance with the provisions of the governing board policies and as required by law; shall countersign, when required, all authorized bonds, contracts, deeds, leases, or other legal instruments; and perform all duties incident to the office of secretary. Other duties may be assigned to the secretary by the governing board from time to time until a clerk of the board is hired.

The governing board may create one or more committees and appoint two members of the governing board, one to act as committee chair. Additional members of the committees need not be directors. Each committee may have two or more members, who shall serve at the pleasure of the full governing board. The provisions of the bylaws which govern meetings, action without meetings, and quorum and voting requirements of the governing board, shall apply to committees and their members as well.

ACSI commits to adhering to all federal and state laws and rules and acknowledges its responsibility for identifying essential laws and regulations and complying with them. This includes Idaho's Open Meeting and Public Records laws.

See Article 2 of the ACSI Bylaws in Appendix Series C for additional details on the membership, authority, and powers of the governing board.

See Article 4 of the ACSI Bylaws in Appendix Series C for details on the governing board meetings and open meeting laws.

THE GOVERNING BOARD

INCA shall be governed by the American Classical Schools of Idaho (ACSI) Board of Directors and managed by a school leader pursuant to the school's charter and duly adopted bylaws. The ACSI organization chart is available for review in Appendix Series E. ACSI is a nonprofit corporation and associated board of directors. In addition, there will be a separate ACSI Foundation (501c-3) and eventually an ACSI Charter Support Organization (a nonprofit external services provider created solely for the benefit of schools governed by the ACSI board). INCA (and subsequent schools) will be set up as separate LLCs with their own charters and will maintain financial independence. There will be absolutely no cross-collateralization between schools; all funding will flow directly to the schools (as outlined in the flow of funds diagram in Appendix Series E). This constitutes a wall of financial separation between the schools, each with its own revenue, financial obligations, and audit processes.

The main purpose of the governing board is to ensure that the school accomplishes the outcome for which the school was chartered within all the pertinent parameters. The governing board will be responsible for adopting policy, overseeing the management of the school, and ensuring financial compliance and responsibility. In addition, the governing board will ensure that the mission and goals of the charter are carried out by engaging in strategic planning. Governing board members will participate in fundraising activities as deemed necessary and appropriate by

the board. Governing board members will put the interests of the school first and will refrain from using the position for personal or partisan gain.

The governing board will not be involved in the daily operations of the school, but will hire a school leader, who will be evaluated annually. The governing board will hire a Chief Executive Officer (CEO) of ACSI to act on its behalf. The CEO will manage the school leader and ensure that he/she leads INCA in accordance with the school's mission and vision and in compliance with all state and federal laws and regulations. The governing board will also perform ongoing assessments of the school and its programs and operations, with assistance from the CEO. The governing board and CEO will serve as liaison between INCA and the school's authorizer.

The governing board will also routinely assess its own performance. Governing board members will participate in and develop short and long-range plans for the school(s). The governing board will monitor the effectiveness of the school's programs and implementation to see if the school has met the goals outlined in the plans.

Recommendations of new board candidates and elections of the governing board will be held in accordance with the bylaws. As new governing board members are added, each will be provided an information packet, which contains information about the responsibilities of a board member. The packet will include, but is not limited to, governing board member roles, state statute for charter schools, ethical standards, open meeting laws, policies, financial reports, budgets, and other responsibilities. Each governing board member will have on record a signed copy of the Charter School Board Members Code of Conduct. Throughout the year, as decided by the board, there may be a training schedule including, but not limited to, the roles/responsibilities of a governing board, review of the school's charter, review of Idaho school funding and financial

audits, the governing board's ethical standards, and state statutes. As appropriate, the governing board will include other training such as the charter school board training seminars conducted at Hillsdale College. The governing board will attend the Charter School Boot Camp training offered by the Idaho State Department of Education as necessary.

THE SCHOOL LEADER

The school leader will report to the governing board at regular meetings about the school's operations and will be required to attend all governing board meetings. He/she is responsible for building a strong academic program, establishing a virtue-centered school culture, implementing the operational commitments made in the Petition, and ensuring that INCA is a high performing school. The top responsibility of the school leader will be overall instructional and cultural leadership of the charter school, including the discipline of students, and the planning, operation, and supervision of the educational program of the school. The school leader shall have the responsibility for all personnel matters including having the authority and responsibility to hire, discipline, and terminate all school employees. School employees will be periodically evaluated by the school leader in accordance with INCA policies. The school leader and governing board will work together on a periodic evaluation of the school leader's performance. Among all administrators at the school, the school leader retains primary responsibility for developing and maintaining effective community relations. The school leader shall uphold and enforce the charter, governing board policies, and local, state, and federal laws and regulations. Additional, specific responsibilities of the school leader and the school leader evaluation process are outlined in Section V of the Petition.

BUSINESS MANAGEMENT

Business management will initially be provided by a team of specialists at BLUUM, who will assist in preparing, planning for, and presenting an annual school budget to the governing board. A BLUUM representative is also expected to be available for governing board regular meetings to report on the financial status of the school and present pertinent information to the governing board as needed. The BLUUM support staff, in partnership with the ACSI CEO and school leader, will also be expected to keep the governing board apprised of changes in law, regulation, and rules applicable to Idaho public school finances and to ensure that the governing board is made aware of any potential concerns about the school's finances. They will also work cooperatively with the school leader so that both can keep the governing board well informed about the school's long-term financial prospects. Meanwhile, ACSI will actively work on developing a financial management team of its own. During the last fiscal year of business management support from BLUUM, ACSI will assume responsibility for all business management functions and provide those services to INCA indefinitely.

BOARD OF DIRECTORS

The ACSI board currently has five members, who collectively bring extensive school founding and governance experience to INCA. The directors are an exceptional group of leaders with diverse professional backgrounds and experience in charter school governance, classical education, and/or character development. Additional members will be added as more American classical schools come online in Idaho. Brief biographies of the directors are provided in the subsections that follow. Their resumes can be found in Appendix Series D.

MARVIN LASNICK

The board chair and a founding board member for Treasure Valley Classical Academy. Professionally, he serves as the Chief Technology Officer of Jobu Vetting, LLC, a privately held software company. He has extensive information technology experience in systems and application programming, business analytics, project and portfolio management, and cloud computing. He has led teams and projects to optimize product lifecycle management, modernize enterprise platforms, as well as to increase the pace of innovation. Mr. Lasnick also held positions responsible for global IT operations and IT compliance. Mr. Lasnick is a graduate of Boise State University with a B.A. in computer and information systems technology. He lives in Fruitland, Idaho with his wife Reegan and three of their four children.

TERRY RYAN

The CEO of the Boise-based education nonprofit BLUUM and Board Chair of the Idaho Charter School Network. Ryan is responsible for leading Idaho's effort to double the number of students in Idaho high-performing public charter schools. Ryan leads Idaho's federal Charter School Program (CSP) grant of \$22 million. Ryan was Vice-President for Ohio Programs and Policy at the Thomas B. Fordham Institute/Foundation from 2001 to 2013. He began his career in education as a teacher in Poland and worked with the Polish Ministry of Education and the Foundation for Education for Democracy on education policy and civic education. In the 1990s, he served as research director for the UK-based 21st Century Learning Initiative.

Ryan also served on Idaho Governor Brad Little's "Our Kids, Idaho's Future" education task force. He is a member of the National Alliance for Public Charter Schools Policy Advisory Council. He served as a Commissioner for the CAEP Commission on Standards and Performance. Ryan was a research fellow at the Hoover Institution and was a 2008 Aspen Institute/Pahara Fellow. He has

co-authored two books on education. Ohio's Education Reform Challenges: Lessons from the Frontlines with Chester E. Finn, Jr. and Michael Lafferty of (Palgrave Macmillan, 2010), and The Unfinished Revolution with John Abbott (ASCD Press, 2000).

RUTH DAVID

The parent who originally conceptualized the INCA project, brokered the land donation, and led the founding community group. Previously, she served on the board of directors for Compass Public Charter School in Meridian, where she worked extensively with parents and staff to promote school spirit and culture, to boost staff morale, and to cultivate relationships within the Compass community. She is a registered nurse by trade and spent around seven years working for St. Luke's. Mrs. David completed a B.S.N. at Boise State University and a B.A. in industrial and organizational psychology at San Jose State University. She lives in Meridian with her husband Raymon and three children.

STACY SAYLOR

Mrs. Saylor is a proud board member for Treasure Valley Classical Academy and an enthusiastic supporter of the Hillsdale K-12 initiative. She lives in Payette with her husband and son along with a German Shepherd, and a Siamese cat. Her daughter is a graduate student at Idaho State in Pocatello. Mrs. Saylor, a retired bank executive, and her husband, a retired fire captain, previously homeschooled their son using the Hillsdale Academy's classical curriculum. As a family, they enjoy winter sports, hiking and exploring. Mrs. Saylor and her husband support the school's mission to train the minds and improve the hearts of students while emphasizing virtuous living,

traditional learning, and civic responsibility, and are thankful their son has been able to attend an outstanding American classical school.

JOHN BASSETTI

Mr. Bassetti brings two decades of experience in information technology to the ACSI governing board. He began as a helpdesk engineer, was subsequently promoted to IT manager, and ultimately became a director of information technology. Currently, he works as a technology auditor and organizational risk assessor. Prior to his career in IT, he worked as a geologist for an engineering consulting firm serving airline, railroad, chemical manufacturing, and multinational oil and gas clients. One of his professional interests is organizational growth and development and he has approached his role as a member of the founding community group of INCA with sustainable practices in mind. Mr. Bassetti holds a bachelor of arts in geology from Youngstown State University and a master of sustainable development from Macquarie University in Sydney, Australia. Having seen the positive impact that Treasure Valley Classical Academy has had on his own children, he is eager to support the growth of American classical schools in Idaho.

BOARD ADVISORS

ACSI has also sought out additional advisors to support the board. These advisors are not directors but are instead individuals selected to provide guidance and recommendations to the board pertaining to their area(s) of expertise. Brief biographies of the current advisors are provided in the subsections that follow. Their resumes can be found alongside the board of director resumes in Appendix Series D.

MAJOR GENERAL MARK DILLON

Mr. Dillon, a retired two-star general in the United States Air Force, brings a lifetime of leadership experience to his role as an advisor to the ACSI board. In addition to 33 years of service in the Air Force, he has extensive experience as a leadership consultant and charter school advisor and authorizer. He previously served as a commissioner on the Hawaii Public Charter School Commission and as an advisor to the leadership team of the Hillsdale College Office of K-12 Education. Mr. Dillon is an experienced mentor for school leaders, specializing in leadership, time management, business acumen, organizational culture, fundraising, and human resource management. Currently, he works as the strategic accounts manager of air and space forces for Red Hat, Inc. and operates his own education consulting firm.

DR. JON FENNELL

Dr. Fennell is a retired professor of education, dean of social sciences, director of teacher education, and chairman of the education department at Hillsdale College. He is an expert on the philosophy of education and a prominent voice in the classical education movement. Prior to his work at Hillsdale College, Dr. Fennell served as a consultant for management information at the Idaho Department of Education for four years then spent two decades in corporate leadership positions, eventually becoming a vice president of operations. Dr. Fennell holds a bachelor of arts in political science and a master of arts in social foundations of education from the University of California: Davis, and a doctor of philosophy in philosophy of education from the University of Illinois: Urbana.

BOARD TRAINING

One of the services provided by the Hillsdale Office of K-12 Education is training for boards. Board members will receive training related to governance, financial oversight, and procedures for

board operation and meetings. This training is provided completely free of cost, and the trainers are available to answer questions or provide advice related to training topics on an ongoing basis.

TRANSITION PLAN: FOUNDING COMMUNITY GROUP TO GOVERNING BOARD

INCA was conceptualized by a founding group of citizens from the target enrollment area. The founding community group serves as the critical locus of support for generating interest in the establishment of a new school, in coordination with the ACSI/INCA board. Their role is to communicate the mission and vision to a broad array of stakeholders, generate a constituency, and foster the development of a school community. Throughout the charter school development process, the founding community group established an identity for the school (including name, logo, and school colors) and will serve as recruiters to help connect families with enrollment opportunities. ACSI will work to support the founding community group throughout this process. The five founding community group members are:

- Ruth David, a trained registered nurse and parent with previous experience in supporting the development of charter schools in the Treasure Valley.
- John Bassetti, an informational technology professional whose own children have benefitted from an American classical education.
- Raymon David, a sales and marketing operations professional with a background in information technology who currently works for LG. He is the architect of the INCA and ACSI websites and led INCA's early digital marketing efforts.
- Alan Hodge, a local real estate agent specializing in waterfront and view properties, acreage, corporate relocation, new construction, and development property, with a career

that has spanned decades in the Eagle area.

- Liz Williams Itterly, a real estate agent with more than two decades of experience who has recently chosen Eagle as her home and looks forward to enrolling her children at INCA.

The role of ACSI, through its board of directors, is to govern INCA. Once the charter is approved, the board will assume its responsibilities as a governing entity. The main purpose of the governing board is to provide oversight and ensure that the school accomplishes the outcome for which it was chartered, within all pertinent parameters. The board is not responsible for management of school operations. The school leader is responsible for working toward accomplishment of the operational, academic, and cultural objectives set for INCA. Once ACSI assumes governance of INCA, the founding community group will continue its work in support of startup efforts. After the school opens, members of the founding community group will be given the option to join the Mission Support Team alongside interested parents so that they can continue to advise the school leader on matters of importance to the community.

Although not directly relevant to this Petition, it should be noted that ACSI will also eventually govern Treasure Valley Classical Academy in Fruitland. Other school development projects throughout the state will be forthcoming.

ADDITIONAL INFORMATION REQUESTED BY CHARTER COMMISSION STAFF

The Charter Commission staff requested information about the governing board's legal counsel.

The governing board will work with Chris Yorgason when legal advice is needed. Mr. Yorgason is the premiere independent attorney in Idaho on matters pertaining to charter school

law and has already provided valuable advice to ACSI on a variety of topics related to the INCA project.

SECTION IV: STUDENT DEMAND AND PRIMARY ATTENDANCE AREA

ENROLLMENT CAPACITY

INCA plans to open in the Fall of 2024 with grades K-6. One grade will be added each subsequent year as students advance. Full enrollment is forecasted as 702 students if each grade level were filled according to the selected model. Planning and budgeting were conducted based on the assumption that all seats will be filled in grades K-7, and that a minimal amount of student attrition will occur in grades 8-12, as reflected in the table below. Please note that these figures are cautious estimates, and we believe that the likelihood of consistently achieving full enrollment is high.

INCA Enrollment Expectations by Year

Grade	Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10
K	54	54	54	54	54	54	54	54	54	54
1	54	54	54	54	54	54	54	54	54	54
2	54	54	54	54	54	54	54	54	54	54
3	54	54	54	54	54	54	54	54	54	54
4	54	54	54	54	54	54	54	54	54	54
5	54	54	54	54	54	54	54	54	54	54
6	54	54	54	54	54	54	54	54	54	54
7		54	54	54	54	54	54	54	54	54
8			51	51	51	51	51	51	51	51
9				48	48	48	48	48	48	48
10					45	45	45	45	45	45
11						43	43	43	43	43
12							40	40	40	40
Total	378	432	483	531	576	619	659	659	659	659

The model establishes 54 students per grade level as an operational goal. INCA will provide 3 classrooms for kindergarten and first grade students. The remaining grades will be divided into two sections of 27 students. There are several advantages to this approach. A class of 27 students is feasible to teach effectively given several key features of a good classical school: the culture is one

of discipline, decorum, and order; the students are self-motivated or strongly encouraged and guided by the teacher and parents to be diligent in their studies; the teacher is focused on fostering a climate of serious academic accomplishment; and the curriculum is rich, robust, and interesting to the students. Additionally, the class size remains short of the psychological barrier of 30 in the minds of many people. The class size permits the grades to be divided into two sections which will therefore require fewer teachers than would otherwise be needed.

Because of the focus of American classical education on school culture and personal development as well as the planned addition of athletics programs, a growing reputation both academically and culturally within the Treasure Valley, an increasing availability of opportunities at INCA as the school matures, and strict attention to developing the desire of families and students to remain at INCA, the attrition rate should be expected to decrease over time. Decreased attrition rates will enable INCA to exceed the listed enrollment goals. INCA also anticipates an increasing, steady pool of students and families as the school grows in reputation and performance and proves to be an excellent educational choice.

These predictions are based on the experiences of TVCA, which utilizes the same model in Fruitland, Idaho. Based on the track record at TVCA, which is in a significantly less populated region of the Treasure Valley, INCA may not experience significant attrition. Student attrition has remained remarkably low at TVCA and at the same time, their waitlist has gradually increased year after year. Going into the 2022-2023 school year, TVCA had a 96.9% student retention rate. One grade level transition where attrition frequently happens in charter schools is promotion from eighth grade to ninth, which is in other models the shift from middle school to high school. TVCA introduced ninth grade (the third year of upper school in our model) for the first time this year and

96.3% of their eighth-grade students remained enrolled through the transition. From its inception, student attrition has remained remarkably low at TVCA. Due to their extensive waitlist, TVCA has been able to easily fill the limited number of seats that have come open since they began operating. Currently, around 260 students remain on their waitlist.

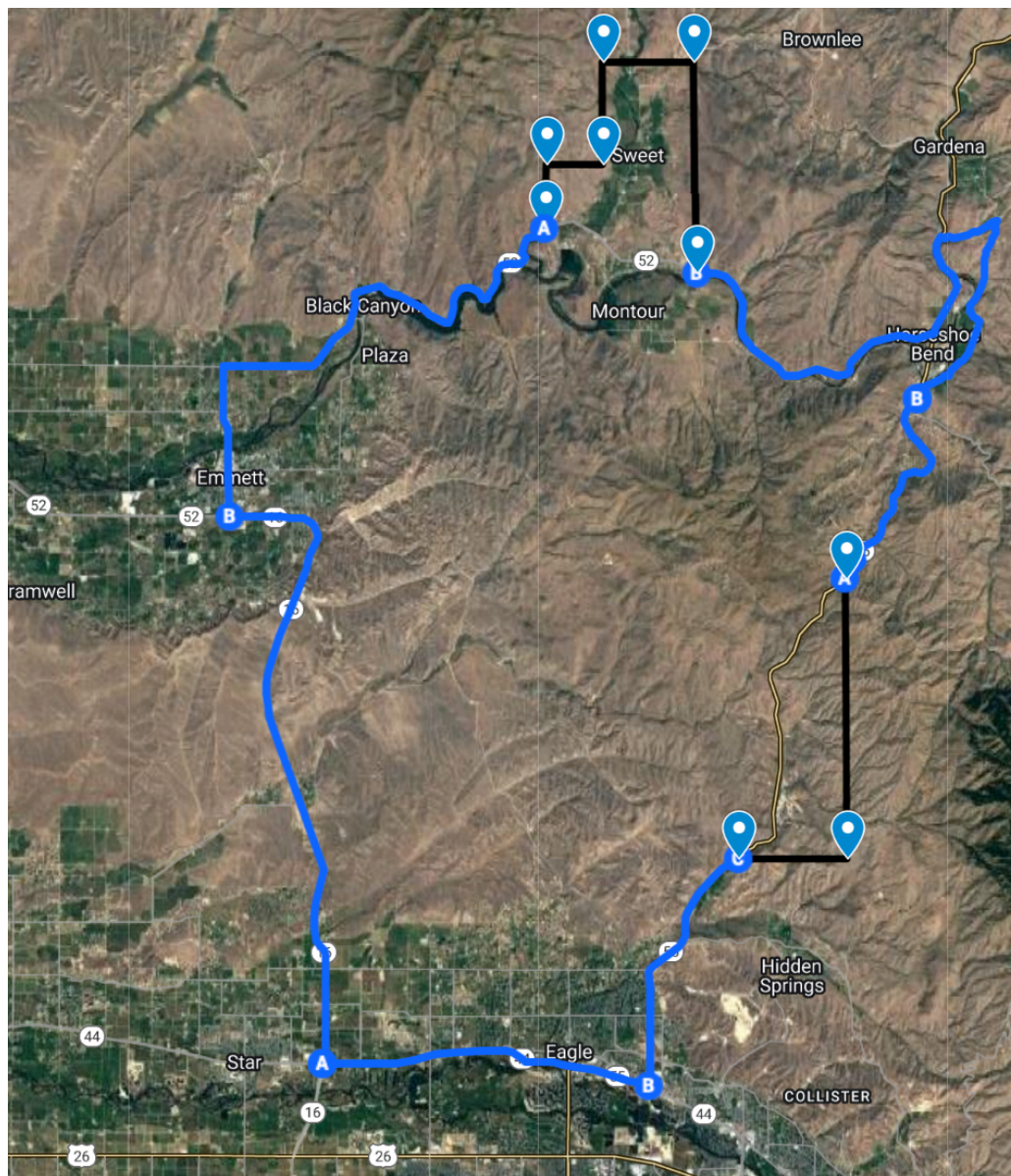
PRIMARY ATTENDANCE AREAS

The primary attendance zone for INCA is in the northeastern region of the Treasure Valley, including the communities of Eagle, Horseshoe Bend, Sweet/Montour, and Emmett. This primary service area crosses into the boundaries of the Horseshoe Bend, Emmett Independent, Boise, and West Ada School Districts. North Star Charter School is also located within the primary attendance zone. However, the primary attendance zones for the two charter schools will only overlap in Eagle. The potential impact of the initial target enrollment of 378 children at INCA on these school districts will be minimal due to the large geographic area included in the primary attendance zone. This assertion of minimal impact is also supported by the rapid population growth within some sections of the primary attendance zone. Letters and copies of the Petition were sent to the appropriate leaders on August 10th by email. Copies of the letters are provided in Appendix Series G.

The primary attendance zone is represented in the image below, created using Google Maps. It should be noted that a high level of intentionality was applied to the selection of communities within the primary attendance zone and ultimate designation of boundaries. The designers invested substantial time in learning about educational needs in the region, identifying population centers on Google Earth, and crafting a boundary that will provide an adequate student population to achieve full enrollment while simultaneously creating new educational opportunities

in Avimor, Eagle, and rural Idaho. ACSI is fully committed to serving all students and visited each community multiple times to craft boundaries that enable most residents of Horseshoe Bend, Sweet/Montour, and eastern Emmett to also receive the benefits of residency within the zone. This primary attendance zone provides expanded educational options in Eagle and Emmett, while creating school choice in Horseshoe Bend and Sweet/Montour.

Primary Attendance Zone



The boundary follows major roadways where practical, but also includes imaginary lines created using coordinates in locations where roadways are absent or impractical for boundary formation. The blue location markers on the map identify coordinates that define imaginary lines in the boundary. The definition of INCA's primary attendance zone is as follows:

- INCA will be constructed in the Avimor community development off Highway 55. The intent is for the entire Avimor community to be included in the primary attendance area. The boundaries of the primary attendance area at Avimor are defined by an imaginary line beginning at 43.7552/-116.2816 along Highway 55 and extending east to 43.7551/-116.2346, then north until 43.8421/-116.2354, where it reconnects with Highway 55.
- From Avimor, the primary attendance area continues north along Highway 55 to Horseshoe Bend.
- Properties up to one mile east of Highway 55 between Avimor and Horseshoe Bend are also within the primary attendance area.
- At Horseshoe Bend, the boundary continues northeast onto Canyon Street/Pioneer Road. After 4.55 miles the boundary shifts west onto Porter Creek Road for 1.33 miles, then south onto Highway 55, headed out of Horseshoe Bend.
- The primary attendance area in Horseshoe Bend also includes all properties with primary access to the roads that make up the boundary line.
- From Horseshoe Bend, the primary attendance area continues west on Highway 52 toward Sweet/Montour.
- Properties located up to one mile north of Highway 52 between Horseshoe Bend and Sweet/Montour are also within the primary attendance area.

- After approximately 7 miles, the primary attendance zone extends along an imaginary line to encompass the community of Sweet. The line heads north beginning at 43.9365/-116.2994, west at 44.0017/-116.3006, south at 44.0016/-116.3396, west at 43.9701/-116.3399, south at 43.9701/-116.3640, and reconnects with Highway 52 at 43.9502/-116.3641. Properties on the interior of the boundary line are included in the primary attendance zone.
- The communities of Montour and Sweet are both encompassed by the primary attendance boundary.
- The boundary continues west along Highway 52 toward Emmett.
- Properties up to one mile north of Highway 52 between Sweet/Montour and Emmett are also within the primary attendance area.
- The boundary turns south and follows Highway 52 through Emmett until the junction with Highway 16. It turns east then south at Highway 16. Properties in Emmett that are on the eastern side of the border created by Highways 52 and 16 are in the primary attendance area.
- The border of the primary attendance area continues along Highway 16 until it meets the junction of Highway 44 in Eagle. It then continues east along Highway 44 until the intersection of Highways 44 and 55. The primary attendance boundary then proceeds north along Highway 55 all the way back to Avimor. Properties east of Highway 16, north of Highway 44, and west of Highway 55 are within the primary attendance area.

ADMISSIONS

INCA will abide by the admissions priorities per Idaho Code 33-5206 (11) and the lottery procedure in the case where enrollment demand is greater than the enrollment capacity at each

academic year. The children of full-time staff and the children of founders shall be in the first enrollment preference category, not to exceed 10% of the total student enrollment allowed for each school year. The second enrollment preference category will include the siblings of current students. Students in the primary attendance area will be included in the third preference category.

INCA founder status will be granted at the sole discretion of the board in consideration of individual material contributions toward the establishment of the school. The minimum threshold to be considered for founder status is 100 volunteer hours dedicated toward school founding efforts. However, volunteerism alone may not constitute designation as a founder. No additional founders will be designated after January 1st, 2024.

DEMOGRAPHICS

The following information is a summary of the most recent (2020) population ethnic and financial demographics of the communities that fall within the primary attendance zone.

Demographics of Communities in Primary Attendance Zone

City/Town	Population	White	Hispanic	Native American	Other	Average Income Per Resident
Sweet	620	99.3%	0%	0%	0.7%	\$19,375
Emmett	7,269	82.4%	14.3%	0%	3.3%	\$15,544
Horseshoe Bend	822	85.1%	6.3%	4.7%	3.9%	\$16,470
Eagle	31,699	91.4%	4.9%	0.2%	4.79%	\$39,930

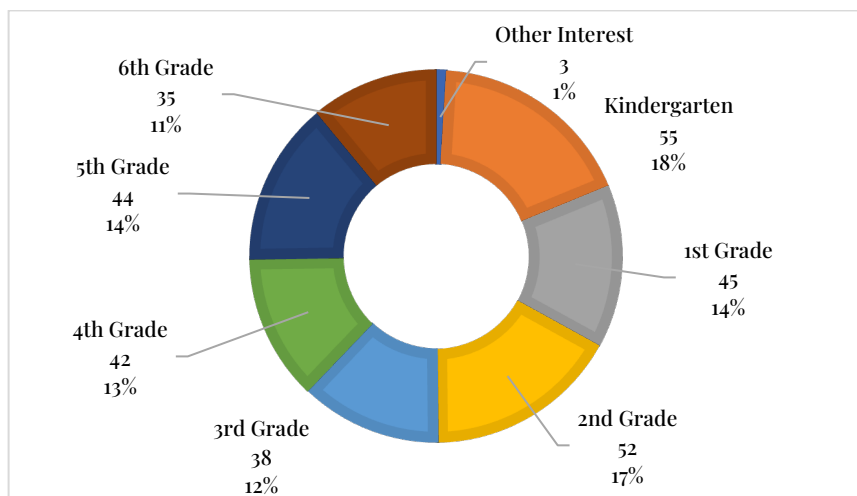
www.bestplaces.net (2020)

COMMUNITY NEEDS AND MARKET INTEREST

INCA's first targeted digital interest survey within the planned attendance area received a high response rate. Eighty-six (86) families responded in September 2021, without the benefit of an in-person presentation to learn about the school model or curriculum. The number of participants

who indicated interest in the school accounted for 112 children. This was the first sign that families in the area desire an American classical education for their children. After the first in-person presentation at the Avimor Community Center, an additional 52 children were added to the intent to enroll list by their parents. The founding community group has facilitated several additional information sessions since then and has established a presence at several community events. Additionally, Facebook has been utilized for targeted marketing efforts in communities included in the primary attendance zone. These early efforts have contributed to significant interest in INCA, as displayed in the chart below.

Current Intent to Enroll Data



INCA has received intent to enroll documentation for a total of 314 potential students, which is 83% of the way toward the 378 seats that will be available at opening. Since INCA is still two school years away from opening, ACSI is confident that the intent to enroll figure will vastly exceed the initial enrollment capacity of the school. In the coming months, as we continue to reach major milestones, marketing and recruitment efforts will increase significantly to generate additional interest in American classical education throughout the primary attendance zone.

The American classical education model selected for INCA utilizes primary source documents to provide a comprehensive K-12 civics education. Section I of the Petition provides a detailed description of the educational program. This is a compelling aspect of American classical education for many families, and we are unaware of any other model utilized within the primary attendance zone that offers a civics education of comparable scope. Since there is no other school in the proposed attendance area that follows this model, the establishment of INCA will provide families within Ada, Gem, and Boise Counties expanded school choice options.

One of the primary duties of the school leader will, especially in the early years, be marketing and public education programs covering the unique educational and personal development benefits of American classical education. Founding community group members will assist the school leader with various public outreach events in all the communities in the attendance area to introduce and explain how the model, through INCA, will provide an exceptional, classically inspired, traditional education to admitted students. In addition to outreach and educational seminars, the school leader will also be engaged in a media and marketing campaign to share the curriculum and opportunities offered by INCA to underserved families in the primary attendance zone. The marketing plan will include discussions with area preschools, homeschool organizations and co-ops, as well as civic and cultural organizations.

TRANSPORTATION PLAN

Transportation to any school can be an important factor for attendance. All INCA planning and budgets include offering bus transportation to students beginning with the first year of operation. This commitment to providing transportation is to ensure that distance will not be a barrier to attendance for disadvantaged students. Bus routes and potential localized pickup points

will be determined once enrollment is finalized and modified annually as the student population grows. However, all communities within the primary attendance zone will have access to transportation services. At the appropriate time, INCA will follow the transportation bidding process per Idaho Code § 33-1510 or develop its own transportation infrastructure. It is also important to note that ACSI is currently exploring options to establish and develop a transportation system that would be shared between TVCA, INCA, and subsequent schools.

SCHOOL LUNCH PROGRAM

Nutrition is an essential part of successful learning. No one can focus on learning on an empty stomach. INCA will offer a federally compliant school lunch program. ACSI is currently exploring options to establish and develop a food service system that would be shared between TVCA, INCA, and subsequent schools. This program will be based on the successful model currently in place at TVCA. See Appendix Series H for a letter from the food services provider utilized by TVCA regarding their intent to expand the program to INCA.

Information to obtain free and reduced lunch will be gathered during the enrollment and registration process. Appropriate documentation will be collected annually to meet the program requirements. Once INCA joins the National School Lunch Program, INCA will adopt all policies required by the program, including a wellness policy and guidelines regarding meals and snacks served at the school or school events.

STRATEGIES FOR ENROLLING UNDERSERVED FAMILIES

INCA intends to reach out to underserved families through information booths at community and local events, targeted advertising on Facebook, community and household presentations, posting at local businesses, preschools, grocers, and banks, as well as radio and/or

television advertisements. Many of these marketing methods are already underway through the efforts of the founding community group. Ongoing promotional efforts will emphasize that INCA offers a free public education that is open to all, with bussing and a nutrition program.

INCA is seeking the volunteer services of Spanish speakers who will assist with translation of social media posts, flyers, and advertising literature into Spanish. We will solicit volunteers to participate in outreach events that will be conducted by the school leader for the local Hispanic communities as well as assisting in filling out any necessary forms or applications as the school moves towards opening.

The 2016 BLUUM report “Hispanic Parents Speak Out,” composed of information compiled from Hispanic parents in eastern and southern Idaho about educational goals for their families, highlighted features valued by the Hispanic community that are perfectly aligned with the structure and goals of INCA. Among those features:

“The Hispanic parents ... interviewed prized a school that emphasized respect and good behavior. These were values they typically emphasized at home, and they wanted the school environment to reflect those priorities.”

“Parents typically responded well to school uniforms or a strict dress code because these communicated that a school was serious about student behavior. To some, there was an additional practical benefit – uniforms simplified the challenge of dressing youngsters.”

“Take pride in having good teachers that care about children and in the school’s preparation of students for college. Schools might also highlight specialized courses of study.”

Each of the features listed directly align with INCA’s educational program, philosophy, and school culture.

One of the primary reasons that INCA has chosen the proven model developed by Hillsdale College is the rich, classically informed, traditional curriculum and methodology. American classical education has the potential to provide a superb education to any child regardless of their

socioeconomic or cultural background. It is an education built on a classical understanding of human nature and therefore timeless and universally applicable. There are some private schools that provide variants of classical education in the Treasure Valley, and broadly, the State of Idaho, but they are not universally accessible. Through the growing opportunity for school choice in Idaho and American classical charter schools specifically, every child who is enrolled at INCA will participate in a model of education that has in recent decades been largely reserved only for those who can afford it. American classical charter schools change that dynamic and ensure that cost is not a barrier to accessing an education built on the tripart foundation of virtuous living, traditional learning, and civic responsibility. We look forward to working alongside our partners to actualize the plans for INCA and increase the availability of an excellent, tuition-free, American form of classical education in the Treasure Valley.

ADDITIONAL INFORMATION REQUESTED BY CHARTER COMMISSION STAFF

The Charter Commission staff requested that the digital interest survey referenced in this section be provided as an appendix.

The most recent version of the survey results (with all personally identifying information redacted) is now available in Appendix Series H. Please note that the results constitute a running record of all our intent-to-enroll data up to this point. The current number of students on our intent-to-enroll list is 335 as of November 4th, 2022. There is a significant marketing campaign underway in Emmett, Horseshoe Bend, Montour, and Sweet, so we expect that this list will continue to grow prior to the petition hearing on December 8th, 2022. Additional marketing activities will occur throughout the primary attendance area during the next calendar year.

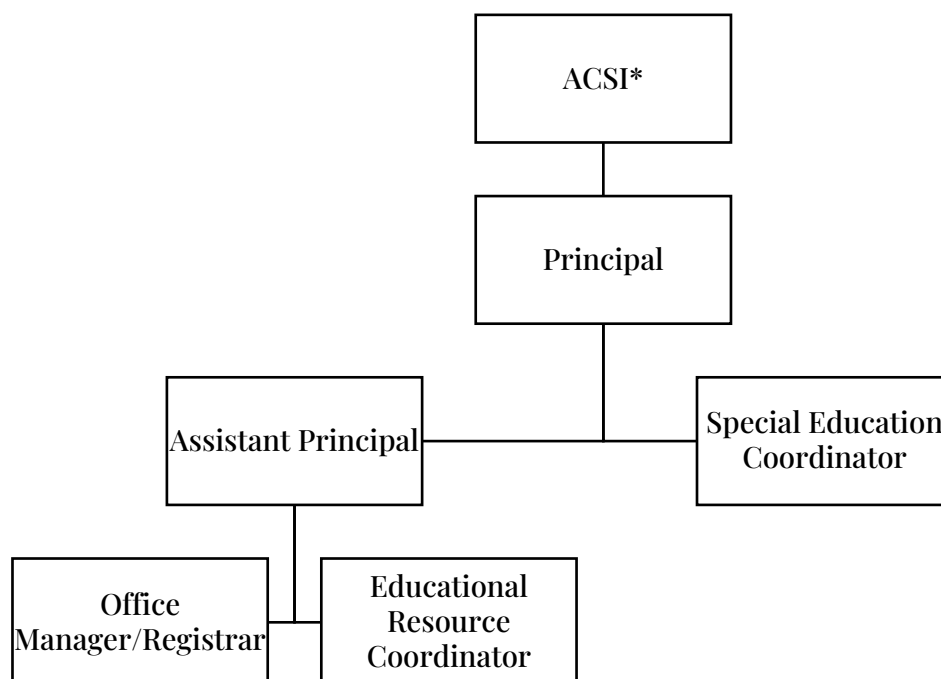
SECTION V: SCHOOL LEADERSHIP AND MANAGEMENT

LEADERSHIP TEAM

The subsections that follow provide an outline of the administrative structure upon opening as a K-6 school in addition to the anticipated structure once the school is fully developed as a K-12 school. The final administrative structure once all grades are served is subject to change, but the framework provided is a clear representation of the direction that INCA will work toward through the early years of operation.

Please note that business management will initially be provided through the partnership with BLUUM and eventually transition to a permanent support framework whereby ACSI will provide financial, accounting, and payroll services to INCA and other American classical schools.

INITIAL LEADERSHIP FRAMEWORK (K-6)



*ACSI was added to this diagram in response to feedback from the Charter Commission staff.

PRINCIPAL

The principal reports to the governing board at regular meetings about the school's operations and will be required to attend all governing board meetings. The principal is charged with providing high quality leadership in all areas of school function and accomplishing the outcome for which the school was chartered. The principal serves as the head teacher of INCA and will be responsible for overall instructional leadership at the charter school, including character development efforts, and the planning, operation and supervision of the educational program. The principal shall uphold and enforce the charter, INCA governing board policies and local, state, and federal laws and regulations. Additionally, the principal is chiefly responsible for community relationships and will establish and maintain an effective community relations program.

The principal shall have the responsibility for all personnel matters including having the authority to hire, discipline and terminate all school employees. The principal will present for board approval a proposed slate of employees at the July board meeting (in advance of the new academic year). The principal will periodically evaluate INCA employees as provided for by INCA policy. The ACSI Board of Directors will evaluate the principal. Personnel under the immediate supervision of the principal include the assistant principal, special education coordinator, and all teachers.

In the classical tradition, administrators at INCA are expected to preserve a direct connection to the instructional program. After the first year of operation, the principal will maintain an annual course load of one full-year course or two semester courses indefinitely. The principal will not teach a course during the first year so that their focus remains entirely on establishing the school.

Please note that the founding principal for INCA was already selected. Dr. Vincent Kane is present in Idaho on a two-year, fully funded fellowship from BLUUM. The fellowship is designed to provide him with the time and capacity to launch INCA with fidelity to the model and to receive robust training on all aspects of charter school leadership in Idaho. Part of Dr. Kane's fellowship includes observation and collaboration at TVCA for additional training regarding how American classical education has been implemented in Idaho. Dr. Kane's resume is available for review in Appendix Series E.

ASSISTANT PRINCIPAL

The assistant principal reports to the principal. The assistant principal serves as director of operations and dean of students. The assistant principal is responsible for student discipline, supervision of non-academic programs, facilities management, and management and supervision of ancillary staff. Routine duties of the assistant principal include enforcement of school policies and procedures for behavior, dress code, and attendance. Recurring responsibilities include overseeing and administering standardized testing, facilitating extracurricular programs including athletics, and managing the school security and emergency response plans.

The assistant principal will be evaluated by the principal. Personnel under the immediate supervision of the assistant principal include the educational resource coordinator, office manager/registrar, custodians, and all ancillary services staff. The assistant principal will also be responsible for maintenance of relationships and management of contracts with external service providers (such as food service and transportation).

In the classical tradition, administrators at INCA are expected to preserve a direct connection to the instructional program. After the first year of operation, the assistant principal

will maintain an annual course load of one full-year course or two semester courses indefinitely.

Please note that the founding assistant principal for INCA was already selected. Major Bruce Sims is present in Idaho on a two-year, fully funded fellowship from BLUUM. He is currently teaching mathematics and studying classical school operations at TVCA while assisting the founding principal with the launch of INCA. Major Sims' resume is available for review in Appendix Series E.

SPECIAL EDUCATION COORDINATOR

The special education coordinator reports to the principal. The individual employed in this position will be a teacher who is provided with release time to manage all aspects of the special education program. The anticipated percentage of release time during the first year of operation is 25%. The special education coordinator is responsible for ensuring the integrity of the special education program. Duties associated with this position are described in detail in Section I of this Petition. However, the position is broadly responsible for oversight and management of the special education program to ensure compliance with law and best practice in supporting students with disabilities.

The special education coordinator will be evaluated by the principal. Personnel under the immediate supervision of the special education coordinator include classified teaching assistants/paraprofessionals. The special education coordinator will also be responsible for maintenance of relationships and management of contracts with external special education service providers.

In the classical tradition, administrators at INCA are expected to preserve a direct connection to the instructional program. The coordinator of special education will initially spend

75% of their time supporting students in the classroom setting. This may be reduced to 50% in subsequent years as more special education staff are added and the scope of the special education program necessitates additional leadership (prior to the introduction of a full-time director of student services in the target leadership model).

EDUCATIONAL RESOURCE COORDINATOR

The educational resource coordinator reports to the assistant principal. This role is designed to be the materials acquisition and distribution engine of the school. The Hillsdale K-12 curriculum requires an enormous amount of print materials. The educational resource coordinator will identify, order, inventory, store, and distribute all curricular materials at INCA. Additionally, this individual will manage the resource center, where all materials, school supplies, and instructional equipment are stored. Other duties associated with this position include light clerical work in support of teachers, management of the copy center, and routine maintenance of copy machines.

The educational resource coordinator is a classified position with no instructional responsibilities.

OFFICE MANAGER/REGISTRAR

The office manager/registrar reports to the assistant principal. This role includes responsibility for managing the day-to-day operations of the school office, filtering incoming workflow to the appropriate administrator, facilitating the school enrollment process, registering students for classes, tracking and validating student attendance, maintaining updated cumulative files for every student, and management of the PowerSchool information system. From time-to-time, this individual may also assist administrators with light clerical work. Importantly, the office

manager/registrar will meet many students and families and is responsible for serving as a good will ambassador to the school community.

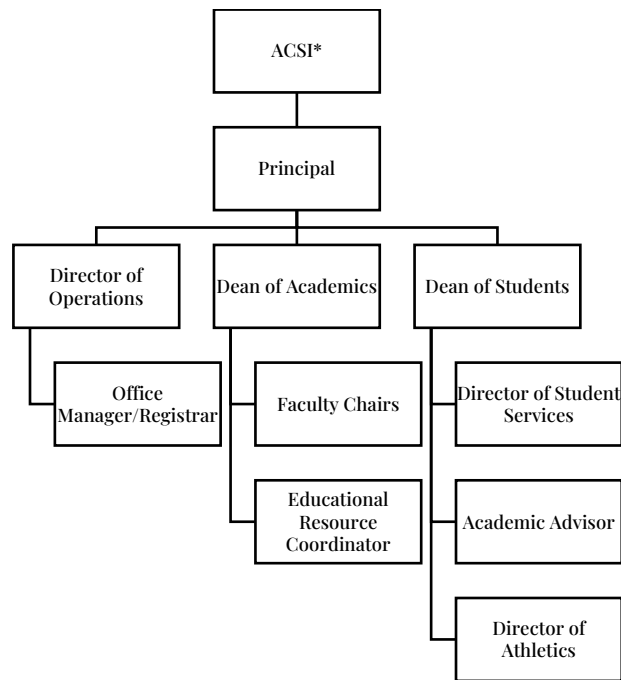
The office manager/registrar is a classified position with no instructional responsibilities.

TARGET LEADERSHIP FRAMEWORK (K-12)

Over the first several years of operation, student enrollment at INCA is anticipated to grow rapidly. While student enrollment expands, the administrative structure of the school will change alongside it. Key changes in the administrative structure that will occur gradually between years one and seven include:

- Liquidation of the assistant principal role and the establishment of two separate positions: (a) dean of students, and (b) director of operations.
- The formal transition from a special education coordinator to a director of student services. The key differences that define the director of student services role include: (a) it is a full-time administrative position, (b) it will include a larger scope of support than the special education program, and (c) the role will acquire responsibility for evaluation of special education teachers from the principal.
- Creation of a dean of academics position to support the principal with the growth of the academic program, curricular integrity, onboarding of new staff, professional development, standardized test coordination, oversight of student retention/management, supervision of faculty chairs, and other duties as assigned.
- Addition of an academic advisor to assist students with secondary planning and transition beyond graduation.
- Identification of an athletics director to facilitate growing extracurricular programs.

- Introduction of faculty chairs to provide day-to-day support to colleagues and advise the dean of academics on curricular matters.



*ACSI was added to this diagram in response to feedback from the Charter Commission staff.

The subsections that follow describe the new positions included in the target leadership framework. Detailed job descriptions will be developed as positions are gradually introduced over the first seven years of operation.

DIRECTOR OF OPERATIONS

This position will report to the principal. In a sense, the director of operations is responsible for ensuring that everything occurs on time and as planned. In addition to managing the parameters and pace of day-to-day operations, the director of operations will be responsible for supervision of non-academic programs, facilities management, event planning, communications, financial compliance, human resources, and facilitation of ancillary services. The

director of operations will also be responsible for maintenance of relationships and management of contracts with external service providers (such as food service and transportation) and managing the school security and emergency response plans. Personnel under the immediate supervision of the director of operations include the office manager/registrar, custodians, and all ancillary services staff.

DEAN OF ACADEMICS

This position will report to the principal. The dean of academics will assist the principal in managing the rollout of the academic program as additional grades are added. This will include shared responsibility for staff training, onboarding of new teachers, instructional support, assistance with implementation of Hillsdale K-12 curriculum, standardized test coordination, oversight of student retention/management, supervision of faculty chairs and the educational resource coordinator, academic projects, and other duties as assigned. As the school continues to grow, the dean of academics and their team will participate in the teacher evaluation process.

In the classical tradition, the dean of academics will maintain a course load indefinitely. Release time will be provided to complete administrative responsibilities.

DEAN OF STUDENTS

This position will report to the principal. Fundamentally, the dean of students shapes, promotes, and preserves the student culture of the school. The dean of students is responsible for student discipline, supervision of all student support services, enforcement of school policies and procedures for behavior, dress code, and attendance, and oversight of extracurricular programs and post-secondary transition planning. Personnel under the immediate supervision of the dean of students include the director of student services, academic advisor, and director of athletics.

In the classical tradition, the dean of students will maintain a course load indefinitely. Release time will be provided to complete administrative responsibilities.

DIRECTOR OF STUDENT SERVICES

This position will report to the dean of students. The director of student services is responsible for all duties and parameters associated with the special education coordinator role, in addition to oversight of the RTI process. Once this position is created, responsibility for evaluation of special education teachers will transfer from the principal to the director of student services.

This is envisioned as a full-time administrative position. In the classical tradition, the director of student services will maintain an annual course load of one full-year course or two semester courses indefinitely (or equivalent case management responsibilities).

ACADEMIC ADVISOR

This position will report to the dean of students. The academic advisor will ensure that every upper school student in grades 10–12 and their family receives support planning for and pursuing their post-secondary transition goals.

The academic advisor is envisioned as a teaching position with release time to provide advisement services to students. Once the first cohort reaches tenth grade, the academic advisor position will be established and provided with 25% release time to begin building the program and develop relationships with students and their families. In future years, the position will expand to 50% release time to ensure adequate availability for post-secondary planning.

FACULTY CHAIRS

Excellent faculty will be identified to serve as leaders among their colleagues. In this capacity, they will assist the dean of academics with onboarding of new staff, serve as a resource,

participate in academic decision-making processes for their designated area, and contribute curricular and instructional feedback as necessary. Possible chairs include grade bands K-2, 3-4, 5-6, and upper school.

DIRECTOR OF ATHLETICS

Over the first few years of operation, extracurricular programs are expected to grow. Athletics represent a significant component of student activities and necessitates the establishment of a role responsible for ensuring the integrity, effective implementation, and mission alignment of new and expanding programs. The director of athletics will be selected from among the faculty and provided with release time to complete duties associated with oversight of the athletics programs.

NOTE ABOUT JOB DESCRIPTIONS

INCA will maintain a job description for each position in the school. These job descriptions are subject to change as the school grows and improves over time. The school leader may reallocate the responsibilities among available personnel and create new positions as necessary. All employees—faculty, office staff, and administrators—are responsible for the education of students at INCA, which includes setting an example of high moral character and embracing the virtues of a free and just society.

BOARD OF DIRECTORS' EVALUATION OF THE SCHOOL LEADER

Throughout the school year, there will be an ongoing conversation about the progress of the school between the board of directors and the school leader. The board will inevitably have questions about how certain practices or policies are being implemented and any challenges the school faces, along with signs of success. At the end of the academic year, the board will conduct a

formal evaluation of the school leader, drawing on several sources: an annual parent survey, an annual employee survey, school visits, as well as observation of faculty training, classes, standardized testing results, enrollment numbers, the school's budget, and the school leader's self-evaluation. The CEO of ACSI will facilitate this process in support of the board's evaluation of the school leader.

In order to evaluate the school leader with the mission of the school chiefly in mind, the following questions will be considered. The school leader will be required to answer these questions in a self-evaluation and given some opportunity to explain answers in a short narrative, rather than just a survey format. The Board should realize that the school leader's evaluation of teachers and staff takes the form of a conversation very much in keeping with the philosophy of the school and, further, that the start-up year is a very demanding and eventful effort wherein not everything will run smoothly.

KEY EVALUATION QUESTIONS

- Over the past year, did the school accomplish its mission?
- Are the teachers overall competent (preferably masters) in their disciplines, capable in their teaching and leading of children, committed to the mission of the school, eager to improve, and friendly?
- Did the school leader provide adequate training of and direction to the faculty?
- Did the school leader visibly act as the academic and intellectual leader of the school, both for teachers and for students?
- Have the students made substantial academic progress over the past year?
- Have they improved in character?

- Have they participated in and enjoyed school activities outside the school day?
- Did the school leader visibly act as a leader in promoting the school's virtues and cultivating good character in the students?
- Did the school leader lead the way in shaping school culture and discipline? Is that culture and discipline evident in a simple "walk through the halls"?
- Did the school leader communicate with parents, to include supervising weekly notices of events, holding occasional talks on the mission and nature of the school, act as a presence during carpool, meetings, etc.?
- Is the school's office staff helpful, competent, and friendly? (This responsibility may be given directly to the assistant school leader, though the school leader is always accountable.)
- Does the school leader clearly support the learning of all students? (Including those with disabilities and from disadvantaged backgrounds.)
- Were various "issues" handled with an appropriate amount of prudence and care?
- Is the overall morale of the school high? That is, do students enjoy going to school and the faculty enjoy teaching?
- Is the overall parent satisfaction with the school high? Are parents largely happy with the school, re-enrolling their children for the next year, and telling others about the school?
- Has the school stayed within budget in its operations and met financial goals?
- What is the enrollment projection for the coming year?
- What is the attrition rate of students? If rather high, why?
- What is the attrition rate of faculty and staff? If higher than expected, why?

Considering these and other questions, the board's evaluation should take the form of both a written document and a discussion during the executive session of a board meeting, preferably in the summer. If, however, the board finds the school leader lacking in performance, the board will address all issues as soon as possible rather than waiting for the end of the academic year.

ADDITIONAL INFORMATION REQUESTED BY CHARTER COMMISSION STAFF

The Charter Commission staff requested that ACSI be included in all leadership diagrams provided within the petition.

The school leadership diagrams on pages 100 and 106 have been updated to reflect the role of ACSI in the organizational structure of INCA.

APPENDIX SERIES A: FINANCIAL PLAN

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

UPDATED 2/5/20

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:		359	378	432	483
	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	8,498,000.00	\$0.00	\$0.00	\$0.00	\$0.00
Grants	355,606.00	\$853,182.00	\$853,182.00	\$527,687.00	\$337,964.00
Base Support	NA	\$623,131.00	\$658,575.00	\$847,908.00	\$1,062,579.00
Salary and Benefit Apportionment	NA	\$1,270,933.00	\$1,343,224.00	\$1,744,437.00	\$2,249,709.00
Transportation Allowance	NA	\$166,612.00	\$166,612.00	\$170,393.00	\$174,290.00
Food Reimbursements/Sales	\$0.00	\$206,000.00	\$206,000.00	\$253,157.00	\$291,535.00
Federal Funds	\$0.00	\$238,521.00	\$238,521.00	\$270,088.00	\$288,719.00
Special Distributions	NA	\$293,256.00	\$301,490.00	\$391,571.00	\$441,050.00
REVENUE TOTAL	8,853,606.00	\$3,651,635.00	\$3,767,604.00	\$4,205,241.00	\$4,845,846.00
Expenditures					
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Staff and Benefit Totals	\$149,956.00	\$2,274,231.00	\$2,274,231.00	\$2,630,014.00	\$3,226,312.80
Educational Program Totals	\$141,050.00	\$258,250.00	\$258,250.00	\$260,943.00	\$263,336.00
Technology Totals	\$64,600.00	\$60,050.00	\$60,050.00	\$87,750.00	\$86,850.00
Capital Outlay Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Board of Directors Totals	\$0.00	\$44,500.00	\$44,500.00	\$44,950.00	\$45,414.00
Facilities Totals	\$8,498,000.00	\$681,408.00	\$681,408.00	\$683,732.00	\$686,126.00
Transportation Totals	\$0.00	\$105,000.00	\$105,000.00	\$106,530.00	\$108,107.00
Nutrition Totals	\$0.00	\$206,000.00	\$206,000.00	\$253,157.00	\$291,535.00
Other	\$0.00	\$22,196.00	\$18,900.00	\$18,900.00	\$18,900.00
EXPENSE TOTAL	8,853,606.00	\$3,651,635.00	\$3,648,339.00	\$4,085,976.00	\$4,726,580.80
OPERATING INCOME (LOSS)	-	\$0.00	\$119,265.00	\$119,265.00	\$119,265.20
PREVIOUS YEAR CARRYOVER		-	\$0.00	\$119,265.00	\$238,530.00
NET INCOME (LOSS)	-	\$0.00	\$119,265.00	\$238,530.00	\$357,795.20

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	
Donations and Contributions		Only include secured funds. Sum all donations/contributions here. Provide documentation for each donation/contribution as appendices.
Loans	8,498,000.00	Include documentation that provides the lender, term, rate, and total principal.
Grants	355,606.00	Only include secured grants. Provide documentation of grantor, total amount, and any applicable restrictions or requirements.
Other Revenue		Include details and documentation as necessary.
REVENUE TOTAL	\$8,853,606.00	
Additional Notes or Details Regarding Revenues:		
Pre-Operational Expenditures		
Section 1: Staffing		
1a: CERTIFIED STAFF	Budget	
Classroom Teachers	FTE	Amount
Elementary Teachers	-	-
Secondary Teachers	-	-
Specialty Teachers	-	-
Classroom Teacher Subtotals	0.0	-
Special Education	FTE	Amount
SPED Director / Coordinator	-	-
Special Education Teacher	-	-
Special Education Subtotals	0.0	-
Other Certified Staff	FTE	Amount
Lead Administrator	1.00	93,800.00
Assistant Administrator	1.00	45,500.00
Other Certified Staff Subtotals	2.0	139,300.00
CERTIFIED STAFF TOTAL	2.0	139,300.00
1b: CLASSIFIED STAFF	Budget	
Position	FTE	Amount
Paraprofessionals- General	-	-
Paraprofessionals- SPED	-	-
Admin / Front Office Staff	-	-
CLASSIFIED STAFF TOTAL	0.0	-
1c: BENEFITS	Budget	
Type	Rate	Amount
Retirement	11.94%	-
FICA/ Medicare	7.85%	10,656.00
Group Insurance (Medical/Dental)	\$ 6,300	-
Paid time off (provide assumptions)	0.00%	-

BENEFITS TOTAL		10,656.00	
CERTIFIED & CLASSIFIED STAFF TOTAL		139,300.00	
TOTAL STAFF & BENEFITS TOTAL		149,956.00	
Section 2: Educational Program			
2a: OVERALL EDUCATION PROGRAM COSTS	Budget		Assumptions / Details / Sources
Professional Development		-	
SPED Contract Services		-	
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		73,150.00	Based on costs at TVCA
Elementary Instructional Supplies & Consumables		-	
Elementary Special Education Curricular Materials		-	
Elementary Contract Services (provide assumptions)		-	
ELEMENTARY PROGRAM TOTAL	73,150.00		
2c: SECONDARY PROGRAM	Budget		Assumptions / Details / Sources
Secondary Curriculum		28,800.00	Based on costs at TVCA
Secondary Instructional Supplies & Consumables		39,100.00	Based on costs at TVCA
Secondary Special Education Curricular Materials		-	
Secondary Contract Services (provide assumptions)		-	
SECONDARY PROGRAM TOTAL	67,900.00		
EDUCATIONAL PROGRAM TOTAL	141,050.00		
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	39,000.00	MacBook Airs for staff use
Computers for Student Use	25,600.00	Chromebooks and carts for student use
Other Technology Hardware (i.e. document cameras, projectors, etc.)	-	
TECHNOLOGY TOTAL	64,600.00	
Additional Notes or Details Regarding Technology		
Expenditures:		

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

Section 5: Board of Directors		
Line Item / Account	Budget	Assumptions / Details / Sources
Board Training	-	
Legal	-	
Insurance (property, liability, E & O, etc.)	-	
Audit	-	
BOARD OF DIRECTORS TOTAL	-	
Additional Notes or Details regarding Board of Directors		
Expenditures:		

Section 6: Facilities Details (consistent with facilities template)		
Line Item / Account	Budget	Assumptions / Details / Sources
Mortgage or Lease	-	
Construction / Remodeling (if applicable)	8,498,000.00	30,350 square foot permanent facility (phase one) at \$280 per square foot
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	8,498,000.00	
Additional Notes or Details Regarding Facilities Expenditures:		

Section 7: Transportation		
Line Item / Account	Budget	Assumptions / Details / Sources
Daily Transportation	-	
Special Transportation (i.e. SPED, field trips, etc.)	-	
Other Transportation Costs (specify)	-	
TRANSPORTATION TOTAL	\$0.00	
Additional Notes or Details Regarding Transportation Expenditures:		

Section 8: Nutrition		
Line Item / Account	Budget	Assumptions / Details / Sources
Food Costs	-	
Non-Food Costs	-	
OTHER TOTAL	-	
Additional Notes or Details Regarding Transportation Expenditures:		

Section 9: Other Expenditures		
Line Item / Account	Budget	Assumptions / Details / Sources
	-	
	-	
OTHER TOTAL	-	
Additional Notes or Details Regarding Transportation Expenditures:		

Idaho Public Charter School Commission Charter Petition: Operational Budgets					
Operational Revenue					
Anticipated Enrollment for Each Scenario:	359	378	432	483	
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	\$0.00	\$0.00	NA	NA	
Donations and Contributions	-	-	-	-	
Loans	-	-	-	-	
Grants	853,182.00	853,182.00	527,687.00	337,964.00	JKAFF Support Grant
Entitlement	623,131.00	658,575.00	847,908.00	1,062,579.00	See attached M&O revenue template, all state revenues were computed based on 2022-2023 funding spreadsheets and budgeting documents provided by the Idaho State Department of Education.
Salary and Benefit Apportionment	1,270,933.00	1,343,224.00	1,744,437.00	2,249,709.00	Same as above.
Transportation Allowance	166,612.00	166,612.00	170,393.00	174,290.00	Calculated as 75% of cost based on IACS 80%, HCCS is 86%.
Food Reimbursements/Sales	206,000.00	206,000.00	253,157.00	291,535.00	Based on TVCA per-pupil revenue.
Federal Funds					
Title I	30,000.00	30,000.00	36,867.00	42,456.00	Based on TVCA per-pupil funding levels.
Title II	7,700.00	7,700.00	9,463.00	10,898.00	Based on TVCA per-pupil funding levels.
Title IV	-	-	10,000.00	10,000.00	Based on TVCA per-pupil funding levels.
IDEA Special Education	34,750.00	34,750.00	42,705.00	49,179.00	Based on TVCA per-pupil funding levels.
Medicaid Reimbursements	166,071.00	166,071.00	171,053.00	176,186.00	Estimated based on TVCA's experience.
Special Distributions					
Charter School Facilities	132,830.00	139,860.00	159,840.00	178,710.00	Computed based on Idaho State Department of Education guidance document, "Special Distributions".
Content and Curriculum	-	-	-	-	
Continuous Improvement Plans and Training	6,600.00	6,600.00	6,600.00	6,600.00	
Gifted Talented	-	-	-	-	
Leadership Premiums	-	-	-	-	
IT Staffing	7,500.00	7,500.00	7,500.00	7,500.00	
Math and Science Requirement	-	-	-	-	
Professional Development	17,660.00	17,660.00	19,960.00	22,398.00	
Safe and Drug-Free Schools	-	-	5,992.00	6,562.00	
College & Career Advisors & Student Mentors	-	-	-	9,000.00	
Technology (i.e. infrastructure)	48,746.00	49,950.00	53,372.00	56,603.00	
Literacy Proficiency	79,920.00	79,920.00	114,720.00	126,720.00	
Limited English Proficient (LEP)	-	-	-	-	
School Facilities (Lottery)	-	-	23,587.00	26,957.00	
REVENUE TOTAL	\$3,651,635.00	\$3,767,604.00	\$4,205,241.00	\$4,845,846.00	
	\$ -	\$ -	\$ -	\$ -	

Operational Expenditures									
Section 1: Staffing									
1a: CERTIFIED STAFF	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Classroom Teachers	16.00	703,000.00	16.00	703,000.00	17.00	766,000.00	17.00	811,125.00	Average classroom size: 18 students per class in grades K and 1 followed by 27 students per class in all subsequent grades.
Elementary Teachers	-	-	-	-	3.00	127,500.00	8.00	373,440.00	
Secondary Teachers	6.00	253,000.00	6.00	253,000.00	6.00	261,275.00	6.00	275,551.00	
Specialty Teachers	22.00	956,000.00	22.00	956,000.00	26.00	1,154,775.00	31.00	1,460,116.00	
Classroom Teacher Subtotals									
Special Education	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
SPED Director	1.00	65,000.00	1.00	65,000.00	1.00	66,950.00	1.00	68,959.00	
Special Education Teacher	-	-	-	-	1.00	42,500.00	1.30	59,805.00	
Special Education Subtotals	1.00	65,000.00	1.00	65,000.00	1.00	109,450.00	2.30	128,764.00	Anticipated % Special Education Students: 10%
Other Certified Staff	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Lead Administrator	1.00	120,000.00	1.00	120,000.00	1.00	123,600.00	1.00	127,308.00	
Assistant Administrator	1.00	91,000.00	1.00	91,000.00	1.00	93,730.00	1.00	96,542.00	
Other Certified Staff Subtotals	2.00	211,000.00	2.00	211,000.00	2.00	217,330.00	2.00	223,850.00	
CERTIFIED STAFF TOTAL	25.00	1,232,000.00	25.00	\$1,232,000.00	29.00	\$1,481,555.00	35.30	\$1,812,730.00	

1b: CLASSIFIED STAFF	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Position									
Paraprofessionals- General	6.00	88,540.00	6.00	88,540.00	6.00	91,198.00	9.00	141,813.00	
Paraprofessionals- SPED	7.00	136,952.00	7.00	136,952.00	7.00	141,061.00	7.00	145,294.00	
Admin / Front Office Staff	4.00	113,438.00	4.00	113,438.00	4.00	116,841.00	5.00	164,910.00	
Custodial	1.00	45,000.00	1.00	45,000.00	1.00	46,350.00	1.00	47,741.00	
Bus Drivers	5.00	70,794.00	5.00	70,794.00	5.00	72,916.00	5.00	75,103.00	
CLASSIFIED STAFF TOTAL	23.00	454,724.00	23.00	454,724.00	23.00	468,366.00	27.00	574,861.00	

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%	203,442.00	11.94%	203,442.00	11.94%	234,814.00	11.94%	286,985.00	PERSI Rate
FICA/ Medicare	7.85%	130,565.00	7.85%	130,565.00	7.85%	150,699.00	7.85%	184,180.00	6.2% FICA, 1.45% Medicare, .2% Work Comp
Group Insurance (Medical/Dental)	#####	253,500.00	\$ -	253,500.00	#####	294,580.00	\$ -	367,556.80	\$6500 per FTE based on Current TVCA plan +10%, 3%
Paid time off (provide assumptions)	0.00%								Suspended for multiple years by PERSI
BENEFITS TOTAL		587,507.00		587,507.00		680,093.00		838,721.80	
CERTIFIED & CLASSIFIED STAFF TOTAL	48	\$1,686,724.00	48	\$1,686,724.00	52	\$1,949,921.00	62	\$2,387,591.00	
TOTAL STAFF & BENEFITS TOTAL		\$2,274,231.00		\$2,274,231.00		\$2,630,014.00		\$3,226,312.80	

Section 2: Educational Program						
2a: OVERALL EDUCATION PROGRAM COSTS	Break-Even Budget	Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Professional Development Exp		47,700.00	47,700.00	50,063.00	52,116.00	Local training and conference travel costs
SPED Contract Services		-	-	-	-	
Membership Dues		2,000.00	2,000.00	2,000.00	2,000.00	ISBA, Chamber of Commerce, etc.
Authorizer Fee		11,000.00	11,000.00	11,000.00	11,000.00	
Other Contract Services (i.e. accounting, HR, management)		-	-	-	-	
Staff Recruiting Costs		1,500.00	1,500.00	1,500.00	1,500.00	Advertising and outreach tools
Office Supplies		20,000.00	20,000.00	20,000.00	20,000.00	Hardware, software, materials (e.g. ink, paper, etc.)
OVERALL EDUCATION PROGRAM TOTAL		82,200.00	82,200.00	84,563.00	86,616.00	

2b: ELEMENTARY PROGRAM	Break-Even Budget	Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Elementary Curriculum		28,350.00	28,350.00	28,350.00	28,350.00	Based on costs at TVCA
Elementary Instructional Supplies & Consumables		91,600.00	91,600.00	91,600.00	91,600.00	Based on costs at TVCA
Elementary Special Education Curricular Materials		-	-	-	-	
Elementary Contract Services (provide assumptions)		5,000.00	5,000.00	5,090.00	5,183.00	
ELEMENTARY PROGRAM TOTAL		124,950.00	124,950.00	125,040.00	125,133.00	

2c: SECONDARY PROGRAM	Break-Even Budget	Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Secondary Curriculum		39,100.00	39,100.00	39,100.00	39,100.00	Based on costs at TVCA
Secondary Instructional Supplies & Consumables		12,000.00	12,000.00	12,240.00	12,487.00	Based on costs at TVCA
Secondary Special Education Curricular Materials		-	-	-	-	
Secondary Contract Services (provide assumptions)		-	-	-	-	
SECONDARY PROGRAM TOTAL		51,100.00	51,100.00	51,340.00	51,587.00	
EDUCATIONAL PROGRAM TOTAL		258,250.00	258,250.00	260,943.00	263,336.00	

Additional Notes or Details Regarding Educational Program Expenditures:

Section 3: Technology						
Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Internet Access		18,500.00	18,500.00	18,500.00	18,500.00	Based on costs at TVCA
Contracted Services		12,180.00	12,180.00	12,180.00	12,180.00	Support services, etc.
Technology Software & Licenses		23,320.00	23,320.00	23,320.00	23,320.00	PowerSchool, et cetera
Computers for Staff Use		-	-	11,500.00	11,500.00	MacBook Airs for staff use
Computers for Student Use		-	-	16,200.00	15,300.00	Chromebooks and carts for student use
Accounting Software		2,000.00	2,000.00	2,000.00	2,000.00	2M Subscription
Other Technology Hardware (i.e. document cameras, projectors, etc.)		4,050.00	4,050.00	4,050.00	4,050.00	Apple TVs for wireless projection
TECHNOLOGY TOTAL		60,050.00	60,050.00	87,750.00	86,850.00	
Additional Notes or Details Regarding Technology Expenditures:						

Section 4: Non-Facilities Capital Outlay						
Line Item / Account	Break-Even Budget	Year 1	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Furniture (school-wide)		-	-	-	-	To be incorporated into facility build and financing budget.
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 Budget	Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Board Training		-	-	-	-	Available free of cost through partnerships
Legal		2,500.00	2,500.00	2,500.00	2,500.00	Based on costs at TVCA
Insurance (property, liability, E & O, etc.)		15,000.00	15,000.00	15,450.00	15,914.00	Based on costs at TVCA
Worker's Compensation Insurance		20,000.00	20,000.00	20,000.00	20,000.00	Based on costs at TVCA
Audit		7,000.00	7,000.00	7,000.00	7,000.00	Based on costs at TVCA
BOARD OF DIRECTORS TOTALS		44,500.00	44,500.00	44,950.00	45,414.00	
Additional Notes or Details Regarding Board of Directors Expenditures:						
Section 6: Facilities Details						
Line Item / Account	Break-Even Budget	Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Mortgage or Lease		596,325.00	596,325.00	596,325.00	596,325.00	Debt service on phase one (30,350 sq. ft. x \$280/sq. ft.)
Janitorial Supplies		10,000.00	10,000.00	10,300.00	10,609.00	Based on costs at TVCA
Safe & Drug Free School Exp		7,609.00	7,609.00	7,609.00	7,609.00	Visitor screening and access control hardware/software
Facilities Maintenance Contracts (i.e. snow removal; trash; lawn care, custodial, security, etc.)		13,200.00	13,200.00	13,596.00	14,003.00	Based on costs at TVCA
Utilities (i.e. gas, electric, water, etc.)		44,774.00	44,774.00	46,117.00	47,501.00	Based on costs at TVCA
Grounds Maintenance		8,500.00	8,500.00	8,755.00	9,018.00	Based on costs at TVCA
Grounds Maintenance - Other Supplies		1,000.00	1,000.00	1,030.00	1,061.00	Based on costs at TVCA
FACILITIES TOTAL		681,408.00	681,408.00	683,732.00	686,126.00	
Additional Notes or Details Regarding Facilities Expenditures:						

Section 7: Transportation

Line Item / Account	Break-Even Budget	Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Daily Transportation		105,000.00	105,000.00	106,530.00	108,107.00	All maintenance, operations, and administrative costs associated with providing transportation via four school buses
Special Transportation (i.e. SPED, field trips, etc.)		-	-	-	-	
Other Transportation Costs (specify)		-	-	-	-	
TRANSPORTATION TOTAL		\$105,000.00	\$105,000.00	\$106,530.00	\$108,107.00	
Additional Notes or Details Regarding Transportation Expenditures:						

Section 8: Nutrition Program

Line Item / Account	Break-Even Budget	Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Food Costs		206,000.00	206,000.00	253,157.00	291,535.00	Based on costs at TVCA
Non-Food Costs		-	-	-	-	
NUTRITION TOTAL		206,000.00	206,000.00	253,157.00	291,535.00	
Additional Notes or Details Regarding Other Expenditures:						

Section 9: Other Expenditures

Line Item / Account	Break-Even Budget	Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Misc Reserve for unplanned Expenses		18,296.00	15,000.00	15,000.00	15,000.00	
Advertising / Web Design		3,000.00	3,000.00	3,000.00	3,000.00	Based on costs at TVCA
Bank Service Charges		900.00	900.00	900.00	900.00	Based on costs at TVCA
OTHER TOTAL		22,196.00	18,900.00	18,900.00	18,900.00	
Additional Notes or Details Regarding Other Expenditures:						

Idaho Public Charter School Commission Cash Flow Operational Year 1															July 15 Foundation Pmt, July/August Contract Payments		
	Year 1 Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total	JULY	AUGUST	
Student Enrollment Capacity	378																
Revenue																	
Donations and Contributions	0												\$0.00	\$0.00			
Loans	0												\$0.00	\$0.00			
Grants	853,182	\$853,182.00											\$0.00	\$853,182.00			
Entitlement	658,575		\$329,287.50			\$131,715.00			\$118,543.50			\$52,686.00	\$0.00	\$632,231.00	\$26,343.00		
Salary and Benefit Apportionment	1,343,224		\$671,612.00			\$268,644.80			\$241,780.32			\$107,457.92	\$0.00	\$1,289,495.04	\$53,728.96		
Transportation Allowance	166,612		\$83,306.00			\$33,322.40			\$29,990.16			\$13,328.96	\$0.00	\$159,947.52	\$6,664.48		
Food Reimbursements/Sales	206,000				\$22,888.89	\$22,888.89	\$22,888.89	\$22,888.89	\$22,888.89	\$22,888.89	\$22,888.89	\$22,888.89	\$22,888.89	\$206,000.00			
Federal Funds	238,521				\$26,502.33	\$26,502.33	\$26,502.33	\$26,502.33	\$26,502.33	\$26,502.33	\$26,502.33	\$26,502.33	\$26,502.33	\$238,521.00			
Special Distributions	301,490					79,920.00			\$60,088.00			\$161,482.00		\$301,490.00			
Total Revenue	\$3,767,604.00	\$853,182.00	\$1,084,205.50	\$0.00	\$49,391.22	\$562,993.42	\$49,391.22	\$49,391.22	\$499,793.20	\$49,391.22	\$49,391.22	\$384,346.10	\$49,391.22	\$3,680,867.56	\$86,736.44	\$0.00	
Expenditures																	
Salaries and Benefits	2,274,231.00	\$0.00	\$0.00	\$189,519.25	\$189,519.25	\$189,519.25	\$189,519.25	\$189,519.25	\$189,519.25	\$189,519.25	\$189,519.25	\$189,519.25	\$189,519.25	\$1,895,192.50	\$189,519.25	\$189,519.25	
Education Program	258,250.00	\$0.00	\$0.00	\$25,825.00	\$25,825.00	\$25,825.00	\$25,825.00	\$25,825.00	\$25,825.00	\$25,825.00	\$25,825.00	\$25,825.00	\$25,825.00	\$258,250.00			
Technology Totals	60,050.00	\$0.00	\$50,000.00	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00	\$1,005.00	\$60,050.00			
Capital Outlay Totals	-	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00			
Board of Directors	44,500.00	\$0.00	\$25,000.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$1,950.00	\$44,500.00			
Facilities	681,408.00	\$7,090.25	\$ 305,252.75	\$7,090.25	\$7,090.25	\$ 126,355.25	\$7,090.25	\$7,090.25	\$ 126,355.25	\$7,090.25	\$7,090.25	\$ 66,722.75	\$7,090.25	\$681,408.00			
Transportation	\$105,000.00	\$0.00	\$0.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$10,500.00	\$105,000.00			
Nutrition	206,000.00	\$0.00	\$0.00	\$20,600.00	\$20,600.00	\$20,600.00	\$20,600.00	\$20,600.00	\$20,600.00	\$20,600.00	\$20,600.00	\$20,600.00	\$20,600.00	\$206,000.00			
Other	18,900.00	\$0.00	\$0.00	\$1,890.00	\$1,890.00	\$1,890.00	\$1,890.00	\$1,890.00	\$1,890.00	\$1,890.00	\$1,890.00	\$1,890.00	\$1,890.00	\$18,900.00			
Total Expenditures	\$3,648,339.00	\$7,090.25	\$380,252.75	\$258,379.50	\$258,379.50	\$377,644.50	\$258,379.50	\$258,379.50	\$377,644.50	\$258,379.50	\$258,379.50	\$318,012.00	\$258,379.50	\$3,269,300.50	\$189,519.25	\$189,519.25	
Cash Flow																	
Operational Cash Flow		\$846,091.75	\$703,952.75	(\$258,379.50)	(\$208,988.28)	\$185,348.92	(\$208,988.28)	(\$208,988.28)	\$122,148.70	(\$208,988.28)	(\$208,988.28)	\$66,334.10	(\$208,988.28)	\$411,567.06	(\$102,782.81)	(\$189,519.25)	
Cash on Hand	\$0.00	-	\$846,091.75	\$1,550,044.50	\$1,291,665.00	\$1,082,676.72	\$1,268,025.64	\$1,059,037.37	\$850,049.09	\$972,197.79	\$763,209.51	\$554,221.24	\$620,555.34	\$411,567.06	\$308,784.25	\$308,784.25	
Cash End of Period		\$846,091.75	\$1,550,044.50	\$1,291,665.00	\$1,082,676.72	\$1,268,025.64	\$1,059,037.37	\$850,049.09	\$972,197.79	\$763,209.51	\$554,221.24	\$620,555.34	\$411,567.06	\$411,567.06	\$308,784.25	\$119,265.00	

**2024 - 2025 BUDGET WORKSHEETS
ESTIMATING M & O STATE SUPPORT REVENUE**

District/Charter Name: **Idaho Novus Classical Academy**

District/Charter Number: **n/a**

- | | |
|---|--------------------|
| 1. Best 28 Weeks Support Units - 2024-2025 | 16.35 |
| 2. State Distribution Factor - Per Unit - 2024-2025 | \$ 38,112 * |
| 3. Discretionary (line 1 x line 2) | \$ 623,131 |

4. Salary Apportionment: Midterm Support Units **16.35**
(From SBA Template)

Administrative Index	Average Instructional Salary	Average Pupil Services Salary	Total SBA plus Allowances from SBA Template	Rev Code
1.50220	\$45,428.57	\$45,428.57	\$1,062,742	

- | | | |
|--|----------------------|--------|
| 5. Estimated Base Support (line 3 + line 4) | \$1,685,873 | 431100 |
| 6. Benefit Apportionment | \$208,191 | 431800 |
| 7. Border Contracts | \$0 | 431500 |
| 8. Exceptional Child Support (not common) | \$0 | 431400 |
| 9. Tuition Equivalency | \$0 | 431600 |
| 10. Transportation Allowance | \$ 166,612.00 | 431200 |
| 11. Prior Year Adjustments (not common) | \$0 | |
| 12. Total Estimated State Support
(lines 5+6+7+8+9+10+11) | \$2,060,676 | |

Revenue in Lieu of Taxes:
(n/a for Charter Schools)

- | | | |
|--|------------|--------|
| 13. Agricultural Equipment Tax Replacement Money from State Tax Commission | | |
| 14. Personal Property Tax Replacement Money from State Tax Commission | | |
| 15. Total Revenue in Lieu of Taxes | \$0 | 438000 |

RETURN THIS PAGE TO PUBLIC SCHOOL FINANCE, STATE DEPARTMENT OF EDUCATION

* Of this amount, \$19,698 per support unit is to be used to offset the cost of health, vision, and dental benefits or insurance offered to school employees and \$16,226 per support unit is to be used as discretionary (HB797, 2022 Legislative Session).

**2024 - 2025 BUDGET WORKSHEETS
ESTIMATING M & O STATE SUPPORT REVENUE**

District/Charter Name: **Idaho Novus Classical Academy**

District/Charter Number: **n/a**

- | | |
|---|--------------------|
| 1. Best 28 Weeks Support Units - 2024-2025 | 17.28 |
| 2. State Distribution Factor - Per Unit - 2024-2025 | \$ 38,112 * |
| 3. Discretionary (line 1 x line 2) | \$ 658,575 |

4. Salary Apportionment: Midterm Support Units **17.28**
(From SBA Template)

Administrative Index	Average Instructional Salary	Average Pupil Services Salary	Total SBA plus Allowances from SBA Template	Rev Code
1.50220	\$45,428.57	\$45,428.57	\$1,123,191	

- | | | |
|--|----------------------|--------|
| 5. Estimated Base Support (line 3 + line 4) | \$1,781,766 | 431100 |
| 6. Benefit Apportionment | \$220,033 | 431800 |
| 7. Border Contracts | \$0 | 431500 |
| 8. Exceptional Child Support (not common) | \$0 | 431400 |
| 9. Tuition Equivalency | \$0 | 431600 |
| 10. Transportation Allowance | \$ 166,612.00 | 431200 |
| 11. Prior Year Adjustments (not common) | \$0 | |
| 12. Total Estimated State Support
(lines 5+6+7+8+9+10+11) | \$2,168,411 | |

Revenue in Lieu of Taxes:
(n/a for Charter Schools)

- | | | |
|--|------------|--------|
| 13. Agricultural Equipment Tax Replacement Money from State Tax Commission | | |
| 14. Personal Property Tax Replacement Money from State Tax Commission | | |
| 15. Total Revenue in Lieu of Taxes | \$0 | 438000 |

RETURN THIS PAGE TO PUBLIC SCHOOL FINANCE, STATE DEPARTMENT OF EDUCATION

* Of this amount, \$19,698 per support unit is to be used to offset the cost of health, vision, and dental benefits or insurance offered to school employees and \$16,226 per support unit is to be used as discretionary (HB797, 2022 Legislative Session).

**2025 - 2026 BUDGET WORKSHEETS
ESTIMATING M & O STATE SUPPORT REVENUE**

District/Charter Name: **Idaho Novus Classical Academy**

District/Charter Number: **n/a**

- | | |
|---|--------------------|
| 1. Best 28 Weeks Support Units - 2025-2026 | 21.60 |
| 2. State Distribution Factor - Per Unit - 2025-2026 | \$ 39,255 * |
| 3. Discretionary (line 1 x line 2) | \$ 847,908 |

4. Salary Apportionment: Midterm Support Units **21.60**
(From SBA Template)

Administrative Index	Average Instructional Salary	Average Pupil Services Salary	Total SBA plus Allowances from SBA Template	Rev Code
1.55855	\$47,320.38	\$47,320.38	\$1,458,681	

- | | | |
|--|----------------------|--------|
| 5. Estimated Base Support (line 3 + line 4) | \$2,306,589 | 431100 |
| 6. Benefit Apportionment | \$285,756 | 431800 |
| 7. Border Contracts | \$0 | 431500 |
| 8. Exceptional Child Support (not common) | \$0 | 431400 |
| 9. Tuition Equivalency | \$0 | 431600 |
| 10. Transportation Allowance | \$ 170,393.00 | 431200 |
| 11. Prior Year Adjustments (not common) | \$0 | |
| 12. Total Estimated State Support
(lines 5+6+7+8+9+10+11) | \$2,762,738 | |

Revenue in Lieu of Taxes:
(n/a for Charter Schools)

- | | | |
|--|------------|--------|
| 13. Agricultural Equipment Tax Replacement Money from State Tax Commission | | |
| 14. Personal Property Tax Replacement Money from State Tax Commission | | |
| 15. Total Revenue in Lieu of Taxes | \$0 | 438000 |

RETURN THIS PAGE TO PUBLIC SCHOOL FINANCE, STATE DEPARTMENT OF EDUCATION

* Of this amount, \$19,698 per support unit is to be used to offset the cost of health, vision, and dental benefits or insurance offered to school employees and \$16,226 per support unit is to be used as discretionary (HB797, 2022 Legislative Session).

**2026 - 2027 BUDGET WORKSHEETS
ESTIMATING M & O STATE SUPPORT REVENUE**

District/Charter Name: **Idaho Novus Classical Academy**

District/Charter Number: **n/a**

- | | |
|---|---------------------|
| 1. Best 28 Weeks Support Units - 2026-2027 | 26.28 |
| 2. State Distribution Factor - Per Unit - 2026-2027 | \$ 40,433 * |
| 3. Discretionary (line 1 x line 2) | \$ 1,062,579 |

4. Salary Apportionment: Midterm Support Units **26.28**
(From SBA Template)

Administrative Index	Average Instructional Salary	Average Pupil Services Salary	Total SBA plus Allowances from SBA Template	Rev. Code
1.61700	\$49,451.26	\$62,589.67	\$1,881,185	

- | | | |
|--|----------------------|--------|
| 5. Estimated Base Support (line 3 + line 4) | \$2,943,764 | 431100 |
| 6. Benefit Apportionment | \$368,524 | 431800 |
| 7. Border Contracts | \$0 | 431500 |
| 8. Exceptional Child Support (not common) | \$0 | 431400 |
| 9. Tuition Equivalency | \$0 | 431600 |
| 10. Transportation Allowance | \$ 174,290.00 | 431200 |
| 11. Prior Year Adjustments (not common) | \$0 | |
| 12. Total Estimated State Support
(lines 5+6+7+8+9+10+11) | \$3,486,578 | |

Revenue in Lieu of Taxes:
(n/a for Charter Schools)

- | | | |
|--|------------|--------|
| 13. Agricultural Equipment Tax Replacement Money from State Tax Commission | | |
| 14. Personal Property Tax Replacement Money from State Tax Commission | | |
| 15. Total Revenue in Lieu of Taxes | \$0 | 438000 |

RETURN THIS PAGE TO PUBLIC SCHOOL FINANCE, STATE DEPARTMENT OF EDUCATION

* Of this amount, \$19,698 per support unit is to be used to offset the cost of health, vision, and dental benefits or insurance offered to school employees and \$16,226 per support unit is to be used as discretionary (HB797, 2022 Legislative Session).

APPENDIX SERIES B: FACILITY PLANS

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
Jenn Thompson, Director

UPDATED 7/25/18

New Charter Petition Facility Option 1						
Location Address	Avimor Community Development Highway 55 north of Eagle, Idaho					
Facility Information	Anticipate Move-In Date	6/1/2024	Facility Type	New Construction	Facility Status	Confirmed (documentation in Appendix B)
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:		Bouma USA			
	Physical Address of Home Office:		3033 Orchard Vista Drive SE Grand Rapids, MI 49546			
	Website Address:		https://boumausa.com			
	Company Contact:		Doug Bouma			
	Company Contact Phone Number:		(616) 481-3307			

Additional Information - Facility Option 1
<p>Land was donated to INCA by the developer of the Avimor community north of Eagle. The facility will be built on that parcel of land. This facility plan reflects the initial costs associated with a two-phase construction project. Phase one involves construction of a school large enough to accommodate grades K-9. Phase two will occur during year four of operation and culminate in expansion to a K-12 facility on the donated parcel of land.</p> <p>Phase one, which is the subject of this facility plan, includes 21 standard classrooms, 2 slightly larger rooms to accommodate music and art, 2 student services rooms, a resource center, a main office, a multi-purpose room (to serve as a temporary gym, cafeteria, and auditorium), and a kitchen. The total size of the phase one facility is 30,350 sq. ft. Cost estimates are based on \$300/sq. ft.</p>

Facility Option 1 - Details		
Description of Start-Up Costs	Cost Estimate (Refer to appropriate documentation in Attachments)	Responsible Party (Board or Name of Contractor)
Facility Needs	30,350 sq. ft. @ \$280.00/sq. ft.	Bouma USA
<i>Classrooms (21 x 700 sq. ft.)</i>		
<i>Classrooms (2 x 860 sq. ft.)</i>		
<i>Classrooms (2 x 350 sq. ft.)</i>		
<i>Resource Center (1 x 700 sq. ft.)</i>		
<i>Multi-Purpose Room (1 x 2,720 sq. ft.)</i>		
<i>Kitchen (1 x 500 sq. ft.)</i>		
<i>Halls, Restrooms, Utility Rooms, and Storage (7,810 sq. ft.)</i>		
<i>Main Office (1,500 sq. ft.)</i>		
Total One-Time Costs	\$8,498,000 (all inclusive)	
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment	\$596,325	
Loan term	5 years, payments based on 35-year amortization (35% of anticipated facility cost)	5 years, payments based on 35-year amortization (65% of anticipated facility cost)
Interest rate	3.0%	6.0% (conservative)
Rate escalator (if applicable, please describe)	None	None
In which operating year does the school intend to purchase (if option to purchase is applicable)	Operating Year 0	Operating Year 0
Capitalization rate at purchase (if applicable)	None	None
Other	N/A	N/A

New Charter Petition Facility Option 2						
Location Address	Avimor Community Development Highway 55 north of Eagle, Idaho					
Facility Information	Anticipate Move-In Date	6/1/2024	Facility Type	New Construction	Facility Status	Confirmed (documentation in Appendix Series B)
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.					Not Reflected in Budget
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:		Bouma USA			
	Physical Address of Home Office:		3033 Orchard Vista Drive SE Grand Rapids, MI 49546			
	Website Address:		https://boumausa.com			
	Company Contact:		Doug Bouma			
	Company Contact Phone Number:		(616) 481-3307			

Additional Information - Facility Option 2
<p>Land was donated to INCA by the developer of the Avimor community north of Eagle. The facility will be built on that parcel of land. This is a contingency plan for use if unanticipated factors prevent the construction of a complete first phase in advance of the 2024-2025 school year.</p> <p>The contingency plan involves construction of a portion of the permanent facility, which provides a starting point for facility expansion in the future. The permanent facility in this contingency plan would be 12,900 sq. ft. and include a main office, kitchen, multi-purpose room, resource center, 2 student services rooms, 3 standard classrooms, an art room, and a music room. Other facility needs would be satisfied through the purchase of 7 modular classroom units (each containing two classrooms) in year one, with one additional modular unit added per year in years 2-4.</p>

Facility Option 2 - Details

Based on the analysis below, each year after year 1, we would add one two-classroom modular. The seven modulars cost approximately \$296,700 each to fully deliver and install, including all professional services (design, site work, utilities, permits, fees). This is estimated to be the annual incremental cost of adding one modular per year until there are sufficient classrooms for the K-9 program.

The cost of the modulars is based on a quote from Mobile Modular combined with the recently incurred ancillary expenses associated with TVCA's modular expansion in Fruitland. Their costs for design, site work, and utilities were scaled up to account for additional modular units, greater project complexity, and a larger land area that is further away from utility hookups. A breakdown of these costs and how they were scaled for INCA's contingency plan is provided on page 5 of this document.

Description of Start-Up Costs	Cost Estimate (Refer to appropriate documentation in Attachments)	Responsible Party (Board or Name of Contractor)
Facility Needs	12,900 sq. ft. @\$300.00/sq. ft. = \$3,870,000	Bouma USA
<i>Classrooms (3 x 700 sq. ft.)</i>		
<i>Classrooms (2 x 860 sq. ft.)</i>		
<i>Classrooms (2 x 350 sq. ft.)</i>		
<i>Resource Center (1 x 700 sq. ft.)</i>		
<i>Main Office (1 x 1,500 sq. ft.)</i>		
<i>Multi-Purpose Room (1 x 2,720 sq. ft.)</i>		
<i>Kitchen (1 x 500 sq. ft.)</i>		
<i>Halls, Restrooms, Utility Rooms, and Storage (3,320 sq. ft.)</i>		
<i>Modular Classroom Units (7 @ \$240,000 ea.)</i>	\$1,680,000	Mobile Modular
<i>Modular Classroom Setup Fees (7 @ \$16,600 ea.)</i>	\$116,200	
<i>Modular Utility Hookups, site work, professional services</i>	\$280,122	
<i>[Additional Modulars in Years 2-4 = \$296,700/yr.]</i>		
Total One-Time Costs	\$5,946,322	
Description of Lease/Rent/Purchase Plan	Details (Refer to appropriate documentation in Attachments)	
Annual Lease / Rent / Mortgage Payment	\$360,864	
Loan term	5 years, payments based on 35-year amortization (35% of anticipated facility cost)	5 years, payments based on 35-year amortization (65% of anticipated facility cost)
Interest rate	3.0%	6.0% (conservative)
Rate escalator (if applicable, please describe)	None	None

In which operating year does the school intend to purchase (if option to purchase is applicable)	Operating Year 0	Operating Year 0
Capitalization rate at purchase (if applicable)	None	None
Other	N/A	N/A

INCA- Modulares Project	Contractor	Notes	INCA		TVCA as comparison
Professional Services Budget					
Design Architect & Structural (Henrickson)	Henrickson Architecture		\$ 11,400.00	More complex - 2x	\$ 5,700.00
Civil Engineer & Landscape Design (Paradigm)	Paradigm Design		\$ 5,800.00	More complex - 2x	\$ 2,900.00
Predevelopment Services	Bouma USA		\$ 13,400.00	More complex - 2x	\$ 6,700.00
Testing and Surveying			\$ 5,000.00		\$ 5,000.00
Misc. Constr Permits			\$ 1,500.00		\$ 1,500.00
			\$ 37,100.00		\$ 21,800.00
Site Work Budget					
Fencing	Meridian Fence	Chain link fencing	\$ 20,026.00	7 modulars vs 5	\$ 14,304.00
Site Utilities	DeBest Plumbing	Water and Sewer Hook-ups	\$ 14,000.00	7 modulars vs 5	\$ 10,000.00
Site work	Lurre Construction		\$ 14,000.00	7 modulars vs 5	\$ 10,000.00
Site Electrical	Anderson & Wood	Onsite Power to Modulars/Make safe	\$ 48,693.00	7 modulars vs 5	\$ 34,781.00
Idaho Power Fees Allowance	Idaho Power		\$ 20,000.00		\$ 20,000.00
			\$ 116,719.00		\$ 89,085.00
Structure & GC's Budget					
General Conditions	Bouma USA	36%	\$ 55,375.00	36%	\$ 39,537.50
Fire Alarm	Anderson & Wood		\$ 13,125.00	7 modulars vs 4	\$ 7,500.00
			\$ 68,500.00		\$ 47,037.50
Subtotal - Construction Cost Budget			\$222,319.00		\$157,922.50
Bouma Preconstruction Fee 1%			\$ 2,223.00		\$ 1,686.23
Bouma Construction Fee 5.0%			\$ 11,116.00		\$ 8,431.13
Contingency 20%			\$ 44,464.00		\$ 33,724.50
Total - Construction Costs and Fees			\$280,122.00		\$201,764.36

DONATION AGREEMENT

This Donation Agreement (this "**Agreement**") is made by and between Developer and Donor.

1. BASIC AGREEMENT TERMS

- 1.1 **Effective Date:** September 7th, 2022
- 1.2 **Developer:** Idaho Novus Classical Academy, Inc., an Idaho nonprofit corporation
- 1.3 **Donor:** Spring Valley Livestock Company, Inc., an Idaho corporation ("**Spring Valley**").
- 1.4 **Property:** Lot 23 in Block 12 of Avimor Subdivision No. 5, according to the official plat thereof recorded in the real property records of Ada County, Idaho, also known as Tax Parcel No. R0623600020.
- 1.5 **Exercise of Option:** If Developer elects to acquire the Property, then Developer may exercise the option by delivering the following to Donor and Escrow Agent on or before the Option Deadline: (a) an unqualified notice to Donor that Developer is exercising the Option (the "**Exercise Notice**"); (b) reasonable evidence that Developer has received entitlements to construct a public charter school building (the "**School**") on the Property, or that no entitlements are necessary to construct the School on the Property (the "**School Entitlements Approval**"); (c) a copy of the then current performance certificate for the operation of the School; (d) reasonable evidence that Developer has entered into contracts for the construction of the School; and (e) reasonable evidence that Developer has sufficient financing available to construct the School on the Property. If Developer fails to give the Exercise Notice, together with the documents and other information set forth in (b) – (e) above, on or before the Option Deadline for any reason, then Developer's rights under this Agreement will terminate, and no party will have any further rights, duties or liability hereunder except for those obligations that expressly survive the termination of this Agreement. See [Section 6](#) for Donor's review of the Exercise Notice.
- 1.6 **Option Deadline:** May 1st, 2023
- 1.7 **Closing Deadline:** June 30th, 2023
- 1.8 **Post-Closing Obligations:** See the School Use Covenant in [Section 7.5](#)
- 1.9 **Escrow Agent:** First American Title & Escrow
800 W. Main Street, Suite 910, Boise, Idaho 83702
Escrow Officer: Patty Chupp
Telephone: (208) 501-7671
Email: pchupp@firstam.com

- 1.10 **Developer's Address:** Idaho Novus Classical Academy, Inc.
18815 N. Streams Edge Way, Boise, Idaho 83714
Attn: Vincent Kane
Telephone: (208) 391-9867
Email: vkane@idahonovus.org
- With a copy to:
- Christopher E. Yorgason
Yorgason Law Offices, PLLC
6200 N. Meeker Place
Boise, ID 83713
Telephone: (208) 861-3332
Email: chris@yorgasonlaw.com
- 1.11 **Donor's Address:** Spring Valley Livestock Company, Inc.
18454 N. McLeod Way, Boise, Idaho 83714
Attn: Dan Richter
Telephone: (208) 917-8445
Email: danr@avimor.com
- 1.12 **Brokerage:** None
2. **PROPERTY.** The Property includes all of Donor's right, title and interest in the Property, in law and in equity, including all improvements thereon and appurtenances thereto, including (as applicable) minerals and mineral rights, easements, streets, alleys and rights of way adjacent thereto, reversions, water and water rights (whether classified as real or personal property), ditch rights, and ditch or irrigation company shares (if any).
3. **TITLE MATTERS.** Developer will cause Escrow Agent to provide Developer and Donor with an ALTA commitment for title insurance (the "**Title Commitment**"). Donor agrees to cure any of the following matters identified in the Title Commitment on or before closing/collectively, the "**Mandatory Cure Items**"): (a) any delinquent real property taxes or assessments related to the Property; (b) any mortgage, deed of trust or similar financial encumbrance (i.e., securing any debt of Donor) affecting the Property; (c) any mechanic's lien or similar lien affecting the Property caused by Donor (but not caused by the Developer or others); (d) any exception that Donor expressly agrees to remove in writing; and (e) any encumbrance on the Property created by Donor (but not others) after the Effective Date; provided, however, Mandatory Cure Items exclude any matters contemplated by this Agreement and any matters caused by Developer. If Developer desires to have Donor or Escrow Agent agree to remove any exception that is not a Mandatory Cure Item, then Developer must notify Donor and Escrow Agent thereof as soon as practical, and Developer and Donor agree to work together in good faith (with Escrow Agent) to endeavor to resolve Developer's objections to the exceptions prior to the Option Deadline; provided, however, Donor will not be obligated to cure any exceptions (other than Mandatory Cure Items) unless Donor agrees to do so in writing, at which time the exception will be a Mandatory Cure Item as set forth in the written agreement. Any matters set forth in the Title Commitment that are not Mandatory Cure Items will be a "**Permitted Exceptions**."

4. **DUE DILIGENCE**

- 4.1 **Donor Documents and Information.** Within ten (10) business days following a request from Developer, Donor will provide to Developer other information concerning the condition of the Property that Developer may reasonably request from time to time prior to closing, if the information is in Donor's possession or control ("**Donor Documents**"). Donor agrees to cooperate as reasonably requested by Developer to cause third parties (other than Donor's attorneys) to deliver relevant information to Developer (at no cost to Donor). Donor Documents will be provided to Developer "as-is" without representation or warranty of any kind by Donor. Developer acknowledges that Donor Documents may contain historic information that is no longer accurate, and will contain information, observations, conclusions and opinions of others. Except for representations and warranties that are expressly set forth in this Agreement, Donor makes no representation or warranty to Developer regarding any Donor Documents or any information provided by Donor or others respect to the Property, and Developer agrees that Developer will not rely on any documents or information provided by or on behalf of Donor except, and only to the extent, of any express representation or warranty given by Donor to Developer under this Agreement.
- 4.2 **Property Inspection.** Commencing on the Effective Date through the Closing Date, Donor will provide Developer and Developer's agents with reasonable access to the Property for surveys, inspections, inquiries, testing and investigations regarding the physical condition of the Property. Reasonable access will be subject to the rights of any of Donor's tenants, and Developer and Developer's agents must not unreasonably interfere with Donor's tenants. Developer must coordinate all access with any tenants or occupants of the Property to be accessed. Developer will not engage in destructive inspections without Donor's prior written consent (which will not be unreasonably withheld). Developer will, at its sole cost and expense, promptly restore any physical damage or alteration of the physical condition of the Property that results from any inspections conducted by or on behalf of Developer. All inspections will be conducted at Developer's sole cost and expense and in accordance with applicable law. Developer will keep the entire Property free from any liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Developer with respect to any inspection or testing of the Property. If any lien is filed, Developer will cause the lien to be discharged of record in accordance with applicable law. Developer agrees to indemnify, defend and save Donor harmless from any claims, damages, liability and expenses (including reasonable attorneys' fees) arising out of Developer's entry onto the Property.
- 4.3 **Developer's Representations and Warranties.** Developer represent and warrants to Donor that the following statements are true and correct in all material respects as of the date of this Agreement, and will be as of the Closing Date. The term "Developer's knowledge" or other similar words mean only Developer's actual knowledge without any constructive knowledge or any duty to inspect or investigate.
- 4.3.1 **Entity Authority.** If any Developer is an entity, then (a) the entity is validly existing and otherwise in good standing under the applicable laws of its state of origin; (b) the entity, and the person signing on behalf of the entity, has full power and authority to execute this Agreement and perform the entity's obligations hereunder; (c) any action necessary to authorize the entity to enter into and perform this Agreement has been taken; and (d) the entity's organizational documents and applicable laws do not in any way prohibit, limit or otherwise affect the right or power of the entity to enter into this Agreement and perform all of its obligations under this Agreement.

- 4.3.2 **Non-profit status.** Developer is and will remain a nonprofit entity that has obtained Internal Revenue Code § 501(c)(3) status.
- 4.3.3 **No Insolvency.** No proceedings under any bankruptcy or insolvency laws have been commenced by or, to Developer's knowledge, against Developer that have not been terminated. Developer has not made any general assignment for the benefit of creditors. No trustee or receiver has been appointed for Developer.
- 4.3.4 **Legal Proceedings.** To Developer's knowledge, there are no claims, legal actions or other proceedings pending or threatened against Developer that could affect the right, power or ability of Developer to perform all of Developer's obligations under this Agreement.
- 4.3.5 **No Reliance.** Developer will not, and has not, relied on any statement, document or information from Donor or on behalf of Donor except, and only to the extent of, the express representations and warranties of Donor to Developer under the Agreement.
- 4.3.6 **Executive Order.** Developer is not any of the following: (a) a person or entity that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (herein called the "**Executive Order**"); (b) a person or entity owned or controlled by, or acting for or on behalf of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specifically designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control (herein called "OFAC") at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in the foregoing clauses (a), (b), (c) or (d).
- 4.4 **Donor's Representations and Warranties.** Donor represents and warrants to Developer that the following statements are true and correct in all material respects as of the date of this Agreement, and will be as of the Closing Date. The terms "Donor's knowledge" or other similar words mean only Donor's actual knowledge without any constructive knowledge or any duty to inspect or investigation.
- 4.4.1 **Authority.** Donor has power and authority to execute this Agreement and perform Donor's obligations hereunder.
- 4.4.2 **No Insolvency.** No proceedings under any bankruptcy or insolvency laws have been commenced by or, to Donor's knowledge, against Donor that have not been terminated. Donor has not made any general assignment for the benefit of creditors. No trustee or receiver has been appointed for Donor.
- 4.4.3 **Legal Proceedings.** Except as disclosed in the Title Report or in Donor Documents, to Donor's knowledge, there are no claims, legal actions or other proceedings pending or threatened against Donor that could affect the Property or that could affect the right, power or ability of Donor to perform all of Donor's obligations under this Agreement.
- 4.4.4 **Executive Order.** Donor is not any of the following: (a) a person or entity that is listed in the annex to, or is otherwise subject to the provisions of, Executive Order No. 13224 on Terrorist Financing (effective September 24, 2001) (herein called the "**Executive Order**");

(b) a person or entity owned or controlled by, or acting for or on **behalf** of any person or entity that is listed in the Annex to, or is otherwise subject to the provisions of, the Executive Order; (c) a person or entity that is named as a "specifically designated national" or "blocked person" on the most current list published by the U.S. Treasury Department's Office of Foreign Assets Control (herein called "OFAC") at its official website, <http://www.treas.gov/offices/enforcement/ofac>; (d) a person or entity that is otherwise the target of any economic sanctions program currently administered by OFAC; or (e) a person or entity that is affiliated with any person or entity identified in the foregoing clauses (a), (b), (c) or (d).

- 4.5 **Opportunity to Inspect.** Developer acknowledges and agrees, for Developer and Developer's successors and assigns, that (a) Developer is being given a reasonable opportunity to inspect and investigate the Property and all aspects relating thereto, either independently or through agents, contractors, engineers or consultants of Developer's choosing; (b) Developer will inspect and investigate the Property and engage the qualified agents, contractors, engineers or consultants as Developer deems necessary to make all appropriate inquiry regarding the condition of the Property and adjacent properties; and (c) if Developer does not terminate this Agreement as permitted herein, then Developer will acquire and accept the Property in existing condition on an "AS IS, WHERE IS, AND WITH ALL FAULTS" basis (except with respect to Donor's representations and warranties contained in this Agreement or in any document provided by Donor to Developer at closing for the applicable survival period).
- 4.6 **No Other Representations or Warranties.** Developer acknowledges and agrees that, subject only to Donor's representations and warranties contained in this Agreement or in any document provided by Donor to Developer at closing for the applicable survival period), neither Donor nor any agent, employee or representative of Donor has made, and Developer will not rely upon, any representations or warranties of any kind or nature whatsoever, whether express or implied, oral or written, past, present or future, of, as to, concerning or with respect to the Property, including, without limitation: (a) the nature, quality or condition of the Property; (b) the value of the Property, the future income or profits that may be derived from any operation, development or use of the Property; (c) any costs, expenses, risks or liabilities arising from or attributable to the past or any future ownership of the Property; (d) the costs of owning, operating, repairing or maintaining the Property; (e) the marketability of the Property; (f) the habitability, merchantability or fitness of the Property for a particular purpose; (g) the suitability of soils and soil conditions affecting the Property for purposes of any future construction or development; or (h) the compliance of or by the property or its operation with any laws, rules, ordinances or regulations of any applicable governmental authority, including, without limitation, any environmental law.
5. **ENTITLEMENT.** Developer will, at Developer's expense, seek the School Entitlement Approval. Donor will cooperate with Developer's efforts and promptly sign any applications, consents, affidavits or other documents reasonably requested by Developer for the entitlements. Developer will keep Donor reasonably informed of Developer's efforts, and will notify Donor of any public hearings on Developer's applications for entitlement approvals. Developer agrees that Developer will not cause any entitlement approvals to be finalized or binding on Donor or the Property until the closing of Developer's acquisition of the Property, without Donor's prior written approval (which approval will not be unreasonably withheld).
6. **DONOR REVIEW OF EXERCISE NOTICE.** Donor will have five (5) business days after receipt of the Exercise Notice to review the documents and reasonable evidence provided by Developer therewith (including without limitation as requested by items (b) – (e) in Section 1.5 above) and to notify Developer of any objections to Developer's documents and reasonable

evidence. If Developer does not object within five (5) days for any reason, then the Exercise Notice will be deemed to be approved. If Donor delivers an objection to Developer, then Donor and Developer will promptly meet and confer in an attempt to resolve Developer's objections. If Donor's objections are not reasonably satisfied prior to the Closing Deadline, then Donor may terminate this Agreement by notice to Developer.

7. CLOSING AND RELATED MATTERS

- 7.1 Closing.** The closing for the Property will take place on a mutually convenient date (the "**Closing Date**") that is not later than the Closing Deadline.
- 7.2 Escrow Closing.** The closing will take place at Escrow Agent's office. On or before the Closing Deadline, Developer and Donor will deposit with Escrow Agent all instruments, documents and monies (payable in cash, by wire funds or bank check), as necessary to complete the transaction in accordance with this Agreement. Donor will execute an affidavit of non-foreign status and any affidavits that may be customarily required by Escrow Agent for issuance of the Title Policy and any extended coverage or endorsements reasonably requested by Developer (provided that the affidavits are consistent with Donor's obligations under this Agreement). Developer will pay (a) Escrow Agent's escrow/closing fees, (b) the premium for the Title Policy, and (c) the recording fees for the deed. Rents and real property taxes and assessments for current calendar year will be prorated as of the Closing Date. All other expenses not specifically referenced in this Agreement and incurred by Donor or Developer with respect to this transaction will be borne and paid exclusively by the party incurring the same without reimbursement. Donor will deliver to Escrow Agent any documents required by the Title Commitment or otherwise by Escrow Agent to demonstrate (x) Donor's power and authority to enter into and perform the transactions contemplated by this Agreement; and (y) the authority of any individual who has executed or will execute documents on behalf of Donor in connection with the transactions.
- 7.3 Developer's Closing Conditions.** Developer will not be obligated to close if ("**Developer's Closing Conditions**"): (a) Donor is in material default of its obligations under this Agreement as of the Closing Date; (b) any of Donor's representations or warranties to Developer under this Agreement are not accurate as of Closing Date; or (c) Escrow Agent does not provide Donor and Developer with Escrow Agent's irrevocable commitment to issue the Title Policy at closing (through no fault of Developer). If Developer's Closing Conditions are not satisfied or waived by the Closing Deadline, then Donor will be in default of this Agreement and Developer will have the rights set forth in Section 11 (subject to notice to Donor and opportunity to cure as provided therein).
- 7.4 Donor's Closing Conditions.** Donor will not be obligated to close if ("**Donor's Closing Conditions**"): (a) Developer is in material default of its obligations under this Agreement as of the Closing Date; (b) any of Developer's representations or warranties to Donor under this Agreement are not accurate as of Closing Date; or (c) Donor does not receive the School Use Covenant from Developer at closing. If Donor's Closing Conditions are not satisfied or waived by the Closing Deadline, then Developer will be in default of this Agreement and Donor will have the rights set forth in Section 11 (subject to notice to Developer and opportunity to cure as provided therein).
- 7.5 School Use Covenant.** At closing, Developer will execute and deliver to Donor a covenant stating that (a) Developer commits to Donor that Developer will construct the School on the Property; and (b) Developer will not convey the Property (or any part thereof) to any party prior to completing the construction of the School on the Property without Donor's prior written approval, which

approval will not be unreasonably withheld. Such School Use Covenant must be in a form and content reasonable acceptable to Donor, but will not be recorded against the Property.

- 7.6 **Conveyance of Title.** At closing, Donor will execute and deliver to Developer a special warranty deed conveying all of Donor's right, title and interest in the Property free of any encumbrances made, done or suffered by Donor except (a) taxes and assessments that are not then due and payable; (b) matters of record; (c) matters appearing from a careful inspection and survey of the Property; (d) the Permitted Exceptions; and (e) matters made, done or suffered by Developer.
- 7.7 **Title Insurance.** At closing, Developer will cause Escrow Agent to provide Developer with an ALTA standard coverage title insurance policy pursuant to the applicable Title Commitment dated as of the closing and insuring Developer against loss or damage by reason of any defect in Developer's title to the Property subject only to the printed exclusions and general exceptions shown on the Title Commitment or appearing in the policy form (the "**Title Policy**"). Developer may purchase extended coverage and/or endorsements as desired by Developer, and at Developer's expense, and Donor will reasonably cooperate with Developer's efforts. Donor will execute any affidavit or certificate reasonably requested by Donor or Escrow Agent to facilitate the additional insurance coverage, provided that the affidavit or certificate is consistent with Donor's obligations under this Agreement.
- 7.8 **Possession.** At closing, Developer will be entitled to possession of the Property.
8. **CONDEMNATION.** Donor agrees to notify Developer of condemnation proceedings related to the Property within twenty (20) days after Donor learns thereof. If the Property is or becomes the subject of a condemnation proceeding prior to the closing, then Developer may, at its option, either (a) elect to terminate this Agreement by giving notice of the termination to Donor and Escrow Agent on or before closing; or (b) elects to acquire the Property despite the condemnation proceeding, and Donor will assign to Developer all rights to any condemnation proceeding or awards at after closing.
9. **CHARITABLE CONTRIBUTION DEDUCTION.** Donor believes that the market value of the Property exceeds any and all consideration provided by Developer to Donor, and the difference is intended by Donor to be a charitable contribution to Developer, and Donor may be entitled to claim a charitable contribution deduction under Code § 170 for the difference. It is further agreed and understood that, other than as set forth herein, Developer has not provided, and will not be required to provide, any goods, services or other thing of value to Donor in connection with this transaction. This Agreement and the related documents will be deemed a contemporaneous written acknowledgment for purposes of the substantiation requirements of Code § 170 and Treas. Reg. § 1.170A-13(f). Developer agrees to provide further information or documentation as Donor may reasonably request from time to time in order to claim a charitable deduction under Internal Revenue Code § 170, and to IRA Form 8283, Noncash Charitable Contribution Form, to acknowledge receipt of the Property. The parties acknowledge and agree that Donor shall receive any and all tax deductions, credits and other tax benefits arising from the transactions contemplated by this Agreement.
10. **BROKERAGE.** Except as set forth in Section 1.12, each party represents and warrants to the other party that no broker is involved in the transaction on behalf of that party. Each party is solely responsible for any commissions incurred by that party. Each party will indemnify the other party from any claim for brokerage commission in connection with this transaction and arising out of the indemnifying party's conduct.

11. **PRE-CLOSING DEFAULT; REMEDIES.** Neither party will be deemed to be in default under this Agreement unless the non-defaulting party first provides the defaulting party with a written notice of default (which notice will describe the alleged default with particularity) and a period of ten (10) days to cure the default, except the cure period will not serve to extend the Closing Deadline. In the event of a pre-closing default by Donor hereunder, Developer may, as its sole remedy, either (a) terminate this Agreement by notice to Donor, in which event Developer will have the right to receive a return of the consideration, and the parties will have no further obligations under the Agreement except for those obligations that expressly survive the termination of this Agreement; or (b) seek specific performance of this Agreement; provided, however if Developer fails to file an action for specific performance within sixty (60) days after the default, then Developer's remedies will be limited to subpart (a) above. In the event of a pre-closing default by Developer hereunder, Donor may terminate this Agreement by notice to Developer and the consideration will be forfeited to Donor as liquidated damages, as Donor's sole remedy. **[TBD]** Developer and Donor agree that the remedies set forth in this Section are reasonable and appropriate considering all of the circumstances existing on the date hereof, including the relationship of the remedies to the range of harm that reasonably could be anticipated, and the anticipation that proving actual damages would be costly, impractical and extremely difficult
12. **INDEMNIFICATION.** Developer hereby releases and waives, and shall defend, indemnify and hold Donor harmless for and against any and all suits, damages, liabilities and claims arising from or related to (i) Donor's breach of this Agreement post-closing, and (ii) the ownership, occupation, use or activities upon the Property after the Closing Date.
13. **NOTICES.** All notices required or permitted to be given pursuant to this Agreement must be in writing and may be delivered by hand delivery, electronic mail or any other reasonable delivery method to the other party at the applicable addresses set forth in the Basic Agreement Terms. Any notice delivered by other than hand delivery or electronic mail must also be concurrently sent to each receiving party by electronic mail (if an electronic mail address is provided for the recipient party). The addresses may be changed from time to time by written notice. Notices will be deemed received upon the earlier of actual receipt (regardless of the method of delivery) or the first attempted delivery if receipt is refused. If Developer or Donor is represented by a broker, then notices given to or received from the broker will be notices given to and received from the represented party. When authorized by a party, notices may be given or received by legal counsel to that party.
14. **MISCELLANEOUS**
- 14.1 **Binding Effect; Assignment.** This Agreement will be binding upon and inure to the benefit of the parties and their successors and permitted assigns. Developer may not assign this agreement to any person or entity without Donor's prior consent, and any assignment without Donor's consent will be void.
- 14.2 **Time.** Time is of the essence in every provision of this Agreement. When used in this Agreement, the term "business day" means any day which is not a Saturday, Sunday or legal holiday in Idaho (i.e., Idaho Code § 73-108). If this Agreement specifies that a time period expires or that an action must be taken on a date which is not a business day, the date will be deemed extended to the next succeeding day which is a business day, and any successive time periods will be deemed extended accordingly.

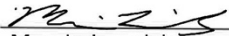
- 14.3 **Incorporation by Reference.** All of the exhibits attached to this Agreement and all documents in the nature of exhibits, when executed, are by this reference incorporated in and made a part of this Agreement.
- 14.4 **Attorneys' Fees.** If either party hereto fails to perform any of its obligations under this Agreement or if any dispute arises between the parties hereto concerning the meaning or interpretation of any provision of this Agreement, then the defaulting party or the party not prevailing in the dispute, as the case may be, will pay any and all costs and expenses incurred by the other party on account of the default and/or in enforcing or establishing its rights hereunder, including court costs and reasonable attorneys' fees and disbursements.
- 14.5 **Entire Agreement; Exhibits.** This Agreement supersedes and replaces all written and oral agreements previously made or existing between the parties with respect to the subject matter hereof. All exhibits attached to this Agreement and all documents in the nature of exhibits, when executed, are incorporated into this Agreement by this reference.
- 14.6 **No Merger; Survival.** The terms of this Agreement will not merge into closing or with the conveyance deed(s) for the Property, but will instead survive closing or termination (except as may be otherwise provided in this Agreement).
- 14.7 **Governing Law.** This Agreement will be construed and interpreted in accordance with, and will be governed by, the laws of the State of Idaho.
- 14.8 **Execution; Counterparts.** This Agreement may be executed electronically (e.g., DocuSign or equivalent) or in counterpart, which counterparts may also be delivered by .pdf. All counterparts will constitute one contract, binding on all parties, even though all parties are not signatory to the same counterpart, or the signatures are not original signatures to the same agreement.
- 14.9 **Modifications.** This Agreement cannot be changed orally, and no agreement will be effective to waive, change, modify or discharge it in whole or in part unless the agreement is in writing and is signed by the parties against whom enforcement of any change is sought.[end of text; signature page follows]

COUNTERPART SIGNATURE PAGE

DATED effective as of the Effective Date.


"Developer"

IDAHO NOVUS CLASSICAL ACADEMY, INC., an Idaho nonprofit corporation

By: 
Name: Marvin Lasnick
Title: Board Chair
Date: 11/06/2022

"Donor"

SPRING VALLEY LIVESTOCK COMPANY, INC., an Idaho corporation

By: 
Name: Teresa McLeod
Title: President
Date: 9/8/2022



Idaho Novus Classical Academy Project Summary

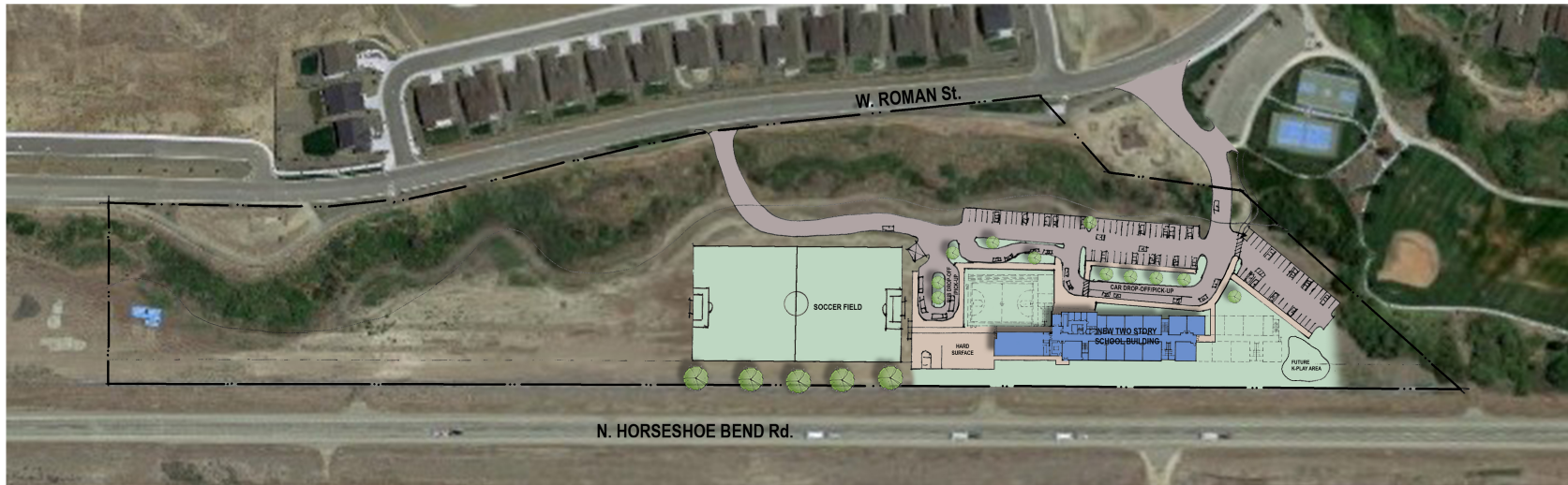
August 25, 2022

Idaho Novus Classical Academy and Bouma USA have begun initial efforts to Design and Build a new facility for **Idaho Novus Classical Academy**. Phase one of this facility includes the development of a 30,350 SF two story building and the associated sitework including drives, parking, play areas, etc. Future phases would provide for additional classrooms and support space as well as a full-size high school gymnasium.

Bouma USA has worked through programming with **Idaho Novus Classical Academy** and provided a conceptual design of the new facility. Phase 1 would accommodate classrooms consisting of three kindergarten, three grade 1, two grade 2, two grade 3, two grade 4, two grade 5, two grade 6, two grade 7 two grade 8 and one grade 9. In addition to these classrooms a music room, an art room, a cafeteria/multi-purpose room with attached kitchen and special education rooms will be provided for students. **Idaho Novus Classical Academy** teachers and staff will also appreciate the teachers' lounge, resource room and ample office space. There is also plenty of room on site for outdoor gathering space which can accommodate a wide array of program activities and functions.

Our Team Goal is to create & deliver an affordable facilities solution for the **Idaho Novus Classical Academy** project that will accommodate the **Idaho Novus Classical Academy** program, schedule, design goals, and budget.

Grand Rapids, MI



08.25.2022

Idaho Novus Classical Academy

AVIMOR, IDAHO



SITE PLAN

Bouma USA



HENRICKSON
ARCHITECTURE + PLANNING



FIRST FLOOR = 16,550 sf.
SECOND FLOOR = 13,800 sf.
TOTAL = 30,350 sf.

FIRST FLOOR PLAN

Bouma USA



HENRICKSON
ARCHITECTURE + PLANNING

08.25.2022

Idaho Novus Classical Academy

AVIMOR, IDAHO



SECOND FLOOR PLAN

Bouma USA



HENRICKSON
ARCHITECTURE + PLANNING

08.25.2022

Idaho Novus Classical Academy

AVIMOR, IDAHO



08.23.2022

Idaho Novus Classical Academy

AVIMOR, IDAHO

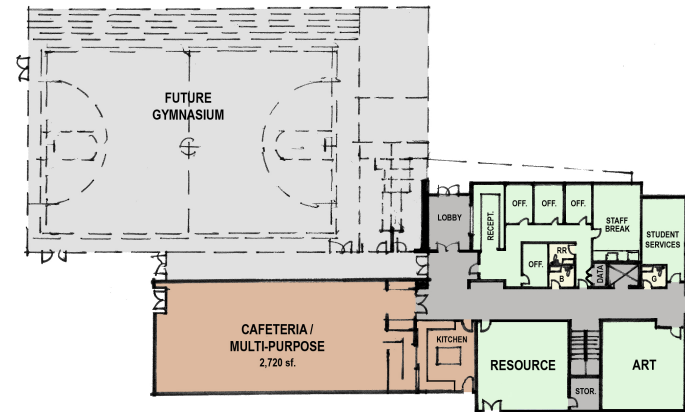
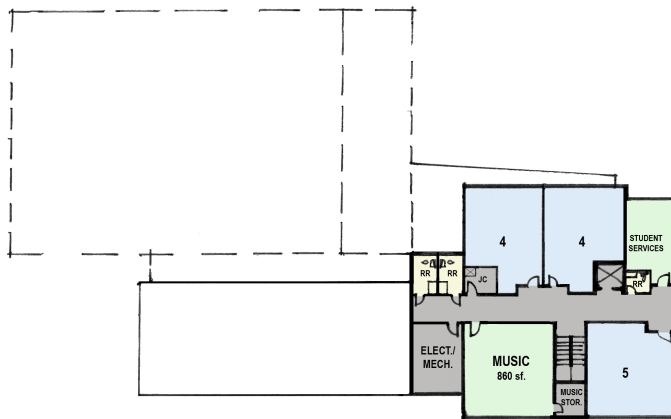


SITE PLAN

Bouma USA



HENRICKSON
ARCHITECTURE + PLANNING



SECOND FLOOR PLAN



FIRST FLOOR = 7,900 sf.
SECOND FLOOR = 5,000 sf.
TOTAL = 12,900 sf.

FIRST FLOOR PLAN

08.23.2022

Idaho Novus Classical Academy

AVIMOR, IDAHO

Bouma USA



HENRICKSON
ARCHITECTURE + PLANNING



Mobile Modular Management Corporation
4055 South Eagleson Road
Boise, ID 83705
Phone: (208) 362-7587
Fax:
www.mobilemodular.com

Lease Quotation and Agreement

Quotation Number: 487644
Customer PO/Ref:
Date of Quote: 08/23/2022
Term: 36 Months

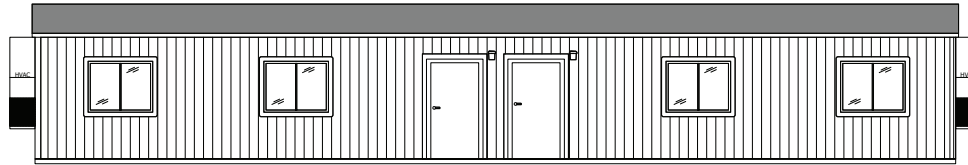
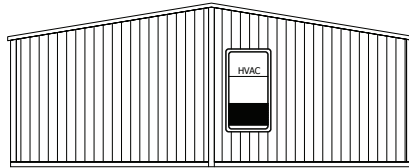
Sign up for the Easy Lease Option (see end of document for details)

Customer Information	Site Information	Mobile Modular Contact
Idaho Novus Classical Academy Eagle, ID Vincent Kane principal@idahonovus.org Phone: (xxx) xxx-xxxx	Idaho Novus Classical Academy Eagle, ID	Questions? Contact: Steve Haynie Steve.Haynie@MobileModular.com Direct Phone: (208) 841-2850 Fax:

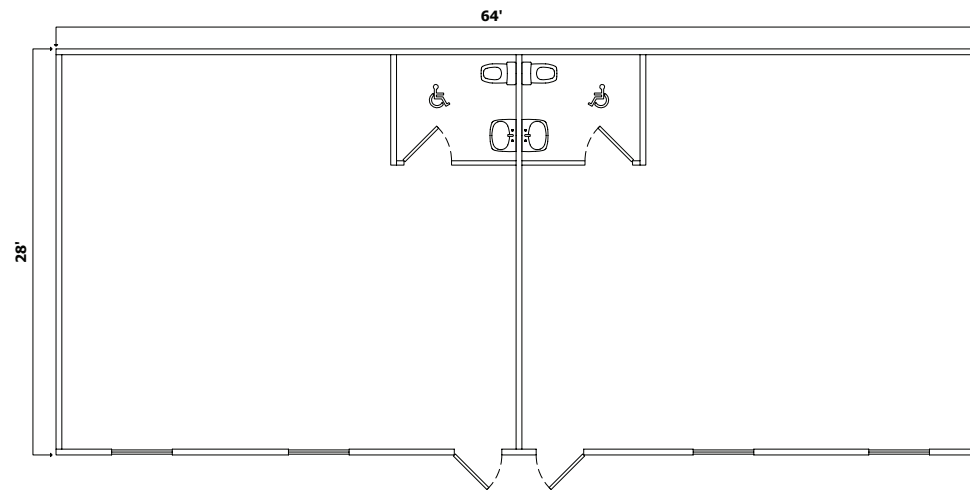
Product Information	Qty	Monthly Rent	Extended Monthly Rent	Taxable
Classroom, 28x64 WMS (Item2103)	1	\$3,200.00	\$3,200.00	N
<i>Size excludes towbar. A new 28x64 with a ramp is about \$240K to buy</i>				
Ramp, Custom Plan	1	\$450.00	\$450.00	N
Charges Upon Delivery	Qty	Charge Each	Total One Time	Taxable
Classroom, 28x64 WMS (Item2103)				
Block and Level Building (A9)	1	\$5,000.00	\$5,000.00	N
Delivery Haulage 14 wide	2	\$400.00	\$800.00	N
Delivery Haulage Fuel 14 Wide	2	\$100.00	\$200.00	N
Delivery Haulage Pilot 14 wide	2	\$300.00	\$600.00	N
Install Foundation, Tiedown (Blvl)	1	\$3,000.00	\$3,000.00	N
Installation, Ramp Custom Plan	1	\$2,000.00	\$2,000.00	N
Installation, Skirting, Wood	1	\$5,000.00	\$5,000.00	N
			<u>\$16,600.00</u>	
		Total	\$ 16,600.00	
Charges Upon Return	Qty	Charge Each	Total One Time	Taxable
Classroom, 28x64 WMS (Item2103)				
Cleaning Fee	2	\$450.00	\$900.00	N
Prepare Equipment For Removal (A9)	1	\$5,000.00	\$5,000.00	N
Removal, Ramp Custom Plan	1	\$2,000.00	\$2,000.00	N
Removal, Skirting, Wood (Dispose)	1	\$1,600.00	\$1,600.00	N
Removal, Tiedown	1	\$100.00	\$100.00	N
Return Haulage 14 wide	2	\$400.00	\$800.00	N
Return Haulage Fuel 14 Wide	2	\$100.00	\$200.00	N
Return Haulage Pilot 14 wide	2	\$300.00	\$600.00	N
			<u>\$11,200.00</u>	
		Total	\$11,200.00	

Thank you for contacting Mobile Modular.
Mobile Modular is a division of McGrath RentCorp.
487644, 08-23-2022 01:56 PM prod

www.mobilemodular.com
Page 1 of 3



- Two 924 square foot classrooms with restroom.
- Upgraded vinyl covered wall panels.
- Energy efficient fluorescent lighting.
- Acoustical T-bar ceiling decreases noise from room to room.
- Decorative exterior siding for a modern appearance.
- Our buildings are completely insulated and come with a heating and air conditioning system to provide a comfortable learning environment.



Note: Dimensions, and door & window locations shown are nominal. Actual dimensions, layout, and roof slope may vary depending on model or model year selected.

Your Local
Sales Professional
Steve Haynie
208.362.7587

28' x 64' Modular Classroom with Restroom

Classroom, 28x64 WMS (NonStd)(Item2104)

**mobile
modular**
SM
Your Project – Our Commitment
www.mobilemodular.com



November 2, 2022

Marv Lasnick
Board Chairman

Idaho Novus Classical Academy

Dear Mr. Lasnick:

Building Hope Finance ("Building Hope" or the "Lender") is pleased to present this nonbinding preliminary term sheet for a subordinate term loan of up to \$2,974,300 (the "Loan") for the development of a 30,350 SF school facility in Avimor, ID (the "Property").

Please understand that this term sheet does not constitute an offer or commitment by Building Hope, or any of its lending partners, for the proposed new financing, nor does it define all of the terms and conditions of a loan commitment. Rather, it serves as a framework upon which your loan request may be submitted for approval. Issuance of a commitment by Building Hope, and any of its lending partners, is subject to further underwriting and the approval of your loan request under each Lender's approval process. If Building Hope issues a financing commitment for this transaction, it will supersede this letter in all respects.

SUMMARY OF PRELIMINARY TERMS

Lender:	Building Hope Finance
Borrower:	A to be formed Special Purpose entity Controlled by Idaho Novus Classical Academy ("INCA")
School/Tenant:	Newly Chartered School managed and controlled by INCA
Project:	INCA Avimor
Purpose:	To provide Subordinate debt financing for the development of a 30,350 SF facility in Avimor, ID. The project represents first Phase of Development of the Campus.
Senior Lender Requirement:	Borrower shall secure a senior loan commitment for up to \$5,523,700 or 65% of Project's total project cost prior to closing. No advances under the Loan shall be made by Building Hope until Borrower has closed on the senior loan.
Equity Requirement:	No specific requirement
Loan Amount:	Maximum of \$2,974,300
Loan Term:	Five (5) years
Interest Rate:	Fixed at 3.0%
Amortization/Payments:	Capitalized Interest during construction, Interest only in year one of Occupancy, and Principal and Interest based on a 25-year level amortization commencing on the first anniversary of occupancy.
Primary Collateral:	The loan will be secured by a second priority position behind the senior lender on the following: (i) a Deed of Trust on the acquired property, (ii) assignment of Revenue Intercept and (iii) assignment of all other leases between Borrower and non-charter school Lessees or Sub Leases between the Charter School and any sub

1776 I Street, NW, Suite 200, Washington, DC 20006



	lessee, (iv) UCC filing on all Furniture Fixtures and Equipment within the school, (v) other security interest as reasonably required by the Lender.
Prepayment Fee:	None
Loan Origination Fee:	None
Loan Expenses, Third-Party Reports, and Good Faith Deposit:	<p>Notwithstanding anything to the contrary contained herein, Borrower shall pay all reasonable costs and expenses of processing, underwriting, servicing and closing the Loan (including reasonable legal fees and costs and expenses of third-party reports, underwriting and insurance review and reasonable legal fees and expenses of outside counsel), irrespective of whether the Loan closes.</p> <p>All third-party reports (including but not limited to appraisals, environmental reviews, and property condition assessments) will be made available to the Lender with reliance letters if necessary and appropriate.</p> <p>Upon acceptance of this term sheet, Borrower is required to provide a non-refundable \$2,000 deposit, which shall be applied toward payment of these Loan Expenses. This assumes reliance on all third-party reports. Borrower shall be required to deposit with Lender any additional amounts estimated to be incurred by Lender if unable to rely on said reports.</p>
Appraisal:	Lender requires and may rely on a new appraisal commissioned by the Senior Lender of the fair market value of the real property and proposed facility. Appraisal fees are the responsibility of the Borrower regardless of whether the Loan closes.
Environmental Review:	Building Hope will be provided with all documentation related to environmental assessments and remediation, including any third-party review of these documents that may be required by Building Hope or by the Senior Lender, the cost of which will be borne by the Borrower. Borrower shall provide a customary environmental indemnity acceptable to Lender.
Construction Consultant:	Building Hope will be copied on all relevant communication with any independent construction consultants engaged by Building Hope or the Senior Lender and paid for by the Borrower to include preconstruction reviews of contracts, plans, and budgets; monthly progress reports detailing construction progress, cost, change order activity, and any potential concerns; and milestone completion confirmations.
Financial Covenants:	<p>The following covenants will be tested annually based on year-end audited financial statements:</p> <ul style="list-style-type: none"> • Debt Service Coverage of not less than 1.1x (calculated using the actual interest rates of Senior and Subordinate Loans finalized at closing) until the earlier of year 4 of the Loan term or the year that the School is projected to reach stabilized enrollment and 1.2x thereafter; • Liquid Assets equal to at least thirty (30) days' operating expenses; • Other covenants to be determined in the course of underwriting.
Additional Debt:	No additional debt may be incurred without the consent of Building Hope or its lending partners.

1776 I Street, NW, Suite 200, Washington, DC 20006



Reporting:	<p>Borrower will provide periodic reporting of the following information:</p> <ul style="list-style-type: none"> • Annual audited financial statements and enrollment statistics; • Annual operating budget and enrollment projections; • A compliance certificate confirming satisfaction of the Financial Covenants in form acceptable to Lender; • Quarterly management-prepared financial statements; • All reports given to and received from the Charter Authorizer (including but not limited to annual reports and site visit reports); • Borrower's annual academic performance results, as provided to the Charter Authorizer or any other state agency (broken out by grade, subject and demographic subgroup); • Enrollment, by grade, headcount, membership, attendance or any other similar report that is required to be submitted to the State; • Re-enrollment statistics on April 30th and on the date that is one (1) month prior to the start of school; and • Such other information Lender may request.
Insurance	<ul style="list-style-type: none"> • Closing of the Loan is contingent on Building Hope's satisfactory review of insurance obtained for the Project, Building Hope and any other parties required by Building Hope being named as an additional insured party, and liability coverage for all parties to the transaction in amounts and with terms acceptable to the Lender. • Title insurance policy insuring good and clear title to the land and improvements comprising the mortgaged property containing no survey exception by a title company selected by Lender in amounts satisfactory to Lender.
Construction Contract	<ul style="list-style-type: none"> • AJA guaranteed maximum price("GMP") construction contract for the construction. Construction contract to include a satisfactory liquidated damage provision and provision for payment and performance bonds in amounts and form satisfactory to Lender.

1776 I Street, NW, Suite 200, Washington, DC 20006



After reviewing the above terms and conditions, please feel free to call with any questions or comments. If you find the above terms and conditions to be acceptable, please indicate so by signing below and returning a faxed or emailed copy to my attention along with a deposit of \$2,000.

Upon receipt of the executed term sheet and deposit, Building Hope will proceed with the final loan underwriting and approval process. Please note that the deposit is nonrefundable but will be credited towards closings costs should the Loan be approved and funded. I look forward to hearing from you and continuing to work with you on this important project.

Sincerely

Robin Odland
President
Office: (202) 457-1989
Fax: (202) 457-1980
rodland@bhope.org

Accepted and Agreed **Idaho Novus Classical Academy:**

Name: _____

Title: _____

Date: _____



October 28th, 2022

Stephen Lambert
Executive Director
Treasure Valley Classical Academy
500 SW 3rd St.
Fruitland, ID 83619

Dear Mr Lambert:

Congratulations on the imminent closing of your charter school revenue bonds as well as the plans for the next school in the American Classical Schools of Idaho (ACSI) network, Idaho Novus Classical Academy (INCA), in Ada County, ID. Zions Bancorporation, dba Vectra Bank Colorado has received a preliminary outline of the project and future credit needs for the new campus from your Financial Advisor Jim Ford. Please accept this letter as an indication of our interest in participating in the new project.

The second campus as we understand it, is to be constructed on land that is being donated to the school by the developer at Avimor. The new school will open with grades K-6 in the Fall of 2024 and grow into a K-12 school serving 702 students at full enrollment. INCA is following in the footsteps of its network sister school, Treasure Valley Classical Academy, in Fruitland, ID. The INCA campus will be developed in two phases. The initial phase will require approximately \$8.5mm of senior charter school construction financings. The new school will benefit from the same curriculum, association with Hillsdale College, and the pathway struck by Treasure Valley Classical Academy.

Required Approvals and Closing Conditions. The approval and subsequent closing of the Transaction will be subject to the completion of the following: (i) Lender's underwriting and corresponding due diligence of Borrower and the Transaction, (ii) satisfaction by Borrower of Lender's conditions to the closing of the Transaction, and (iii) the execution and delivery of loan documentation satisfactory to Lender, in its sole and absolute discretion. Specific due diligence requirements, closing conditions, and/or loan documentation requirements will be further set forth in a term sheet or commitment letter from Lender to Borrower.

This Letter is not a term sheet, commitment to lend, either expressed or implied, and does not impose any obligation on Lender. Borrower acknowledges that Lender has not approved the Credit Request and acknowledges that such approval may not be obtained, or, if obtained, may be conditioned on additional terms or conditions. Please be advised that a commitment to lend on the part of the Lender will arise only upon the issuance of a written commitment and the execution of written loan documents by the Lender.

Sincerely Yours,

Conrad Freeman
Senior Vice President
Zions Bancorporation, dba Vectra Bank Colorado.

Robert W. Baird & Co.
National Charter School Finance Group
210 University Blvd., 8th Floor
Denver, CO 80206
303.270.6330
303.270.6339 fax



November 5, 2022

Mr. Steve Lambert
Executive Director
Treasure Valley Classical Academy
500 SW 3rd Street
Fruitland, ID 83619

Re: Idaho Novus Classical Academy

Dear Mr. Lambert:

We are pleased to submit the following Term Sheet (the "Term Sheet") to Idaho Novus Classical Academy ("INCA" or "Borrower") for consideration. Outlined below are the general terms and conditions pursuant to which Robert W. Baird & Co. Incorporated ("Baird") is prepared to consider underwriting two offerings totaling approximately \$15.5 million of Nonprofit Facility Revenue Bonds (the "Securities"). The offerings will be made by the Idaho Housing and Finance Association (the "Issuer"), acting as conduit for the benefit of INCA.

Our willingness to move forward with INCA is based upon our in-depth knowledge of INCA's sister school, Treasure Valley Classical Academy, including TVCA's competitive position in a growing market, history of producing strong academic results, its strong governance structure and its ability to successfully expand the scope of its operations.

As the #1 underwriter of charter school bonds in the country and our track record of securing over \$7.3 billion of financings for a variety of single-site charter schools and multi-campus systems, including the completion of 20 financings for charter schools in Idaho totaling in excess of \$125 million, we are confident in our ability to successfully complete a financing for INCA.

Please let me know if you have any questions.

Very Truly Yours,

A handwritten signature in black ink, appearing to read "Jim Blandford", with a long, sweeping horizontal line extending to the right.

Jim Blandford
Managing Director

TERM SHEET

Summary of Indicative Non-Binding Terms and Conditions (the “Term Sheet”) Interim Early-Stage Financing or Long-Term Fixed Rate Financing

This Term Sheet is provided for discussion purposes only and is not a commitment to underwrite Securities on the part of Baird or any affiliate thereof. Any such commitment would be based upon satisfactory due diligence, satisfactory documentation, and satisfaction of relevant conditions precedent and subject to the receipt of required internal approvals by Baird. The terms and conditions contained below are merely an indication of the terms and conditions which Baird believes would be applicable to such a Securities offering and are not intended to be exhaustive. This Term Sheet is intended as an outline only and does not purport to summarize or contain all the conditions, covenants, representations, warranties and other provisions which would be contained in the definitive Securities documentation. It is Baird’s intention to use the terms and conditions below as the basis for definitive Securities documentation; provided that such terms and conditions are subject to change as a result of further diligence to be conducted by Baird.

I. Parties:

Borrower:	Idaho Novus Classical Academy, an Idaho nonprofit corporation
Charter Authorizer:	Idaho Public Charter School Commission
Issuer:	Idaho Housing and Finance Association
Trustee:	Zions Bancorporation, NA
Bond Counsel:	Skinner Fawcett LLP
Borrower Counsel:	Yorgason Law Firm
Underwriter/Placement Agent:	Robert W. Baird & Co. Incorporated
Underwriter/Placement Agent Counsel:	Quarles & Brady
Project Consultant:	Ford Research & Solutions, Inc.

II. Basic Loan Terms

Type of Loan:	A tax-exempt bond issue. The bond issue can be structured as an interim early-stage financing (“Alternative A”) or a fixed rate long-term financing (“Alternative B”). For purposes of the Term Sheet and based on the preliminary proforma analysis, the issuance of the Bonds is assumed to occur in early 2023.
Use of Proceeds:	The proceeds from the sale of the Bonds will be used to fund 1) 100% of the construction costs of the proposed charter school facility on 15.5 acres of donated land, 2) fund capitalized interest for approximately one year, 3) fund a debt service reserve account, and 4) pay the costs of issuance.
Loan-to-Value Requirement:	None
Appraisal Requirement:	None
Term:	Alternative A: The bonds will mature on May 1, 2031, assuming bond issuance in 2023. Alternative B: The bonds will mature on May 1, 2058, assuming bond issuance in 2023.

Amortization:	<p>Alternative A: Amortization is flexible but is expected to begin three years from issuance based on a 35-year amortization period</p> <p>Alternative B: Amortization is flexible but is expected to begin in three years from issuance and is fully amortizing over the term of the bonds.</p>
Interest Rate:	<p>Each alternative will have an interest rate fixed to maturity and will be based upon an estimated spread to the Thomson Reuters Municipal Market Data (MMD) AAA Curve Index</p> <p>Alternative A: The eight-year MMD +325</p> <p>Alternative B: The thirty-year MMD +325</p> <p>As of November 4, 2022, the eight-year MMD is 3.29 and the thirty-year MMD is 4.08.</p>
Calculation of Interest Rate:	Based on an Actual/360-day year
Prepayment:	<p>Alternative A: The Bonds will be subject to redemption at the option of the Issuer (which option shall be exercised upon the written direction of an Authorized Representative of the Borrower) in whole or in part on any Business Day on or after May 1, 2026, at a redemption price of 100% of the principal amount to be redeemed, together with accrued interest to the date fixed for redemption.</p> <p>Alternative B: The Bonds will be subject to redemption at the option of the Issuer (which option shall be exercised upon the written direction of an Authorized Representative of the Borrower) in whole or in part on any Business Day on or after May 1, 2031, at a redemption price of 100% of the principal amount to be redeemed, together with accrued interest to the date fixed for redemption.</p>
Underwriting Fee:	1.00%
Security for the Bonds:	<p>Pledged Revenues and all rights and interests of the Issuer in the Pledged Revenues. "Pledged Revenues" means, State Payments and the Charter School Facility Payments allocable to the Borrower plus all revenues, rentals, fees, third-party payments, receipts, donations, contributions or other income of the Borrower, to the extent permitted thereby and by law, including accounts receivables or other rights to receive such revenues, including, without limitation, proceeds derived from insurance, condemnation proceeds, accounts, contract rights and other rights and assets, whether now or hereafter owned, held or possessed by the Borrower; and all gifts, grants, bequests and contributions (including income and profits therefrom) to the extent permitted by the terms thereof and by law; provided, however, "Pledged Revenues" shall not include the Special Disbursements.</p> <p>The Borrower will covenant in the Loan Agreement to direct the State to make all State Payments, Charter School Facility Payments, and Special Disbursements directly to the Trustee, and the Borrower shall not modify or revoke such direction so long as any obligation of the Borrower remains outstanding.</p> <p>A Deed of Trust securing a first priority lien on the donated land and the improvements being financed.</p>

III. Loan Covenants

Coverage Ratio Covenant:	The Borrower will covenant to deliver annually, upon completion of the Borrower's annual audit, to the Issuer, the Trustee and the Underwriter a certificate stating the Coverage Ratio for the Fiscal Year then ended, and evidencing the calculation therefor, commencing with the Fiscal Year ending June 30, 2025. The Coverage Ratio
--------------------------	---

shall be at or above 1.10 for any Fiscal Year based on the results of the annual audit of the Borrower for such Fiscal Year upon the release of such audit. In the event that such Coverage Ratio is below 1.10, but above 1.00, then the Beneficial Owners of a majority of the Outstanding Bonds have the right, to direct the Trustee to require the Borrower to engage, at the Borrower's expense, a Management Consultant acceptable to the Beneficial Owners of the Outstanding Bonds, which shall deliver a written report within 60 days of engagement to the Trustee, the Beneficial Owners, and the Borrower containing recommendations concerning the Borrower's:

- (a) operations;
- (b) financing practices and activities, including Short-Term Debt, lease financing, and investment activities;
- (c) management practices, including the use of consultants, budgeting practices, and ongoing financial systems and monitoring of the Borrower's financial condition;
- (d) governance and administration practices; and
- (e) other factors relevant to maintaining such compliance.

Upon submission of the Management Consultant's report, the Borrower is required to arrange for payment of the amount owed to the Management Consultant and issue a written certificate to the Trustee indicating its acceptance or rejection of all or any material portion of the recommendations of the consultant within 30 days of receiving the report of the Management Consultant. The Beneficial Owners of 2/3rds of the Outstanding Bonds shall have the right to require the Borrower to comply with any reasonable recommendation of the Management Consultant with respect to items (a) through (e) above. The Borrower will work with the Beneficial Owners to follow the recommendations.

If the Coverage Ratio falls below 1.00 an Event of Default shall be deemed to have occurred under the Loan Agreement.

Liquidity Covenant:

The Borrower will covenant and will agree to maintain cumulative unrestricted cash in an amount sufficient to pay at least 20 days of its Operating Expenses for the first full fiscal year following the estimated date of completion of the facility, 30 days of its Operating Expenses for the following fiscal year, and 45 days of its Operating Expenses for each fiscal year thereafter, as calculated by multiplying the total Operating Expenses of the Borrower for the prior fiscal year pursuant to its most recent audited financial statements for such fiscal year (or unaudited financial statements, if the financial statements are not yet available) by the quotient of 20, 30 or 45, as applicable, divided by 365 commencing with the fiscal year ending June 30, 2025. In the event that the Borrower is unable to maintain at least 45 days of its Operating Expenses for the following fiscal year as set forth above, the Registered Owners of at least a majority in principal amount of the Outstanding Bonds shall have the right to direct the Trustee to require the Borrower to retain, at its expense, subject to annual appropriation therefor, a Management Consultant acceptable to the Registered Owners of the Outstanding Bonds to submit a written report and make recommendations within 60 days of being retained (a copy of such report and recommendations shall be filed with the Underwriter, the Issuer and the Trustee) with respect to increasing income of the Borrower, decreasing Operating Expenses or other financial matters of the Borrower which are relevant to increasing the Borrower's unrestricted cash to at least the required level. The Borrower agrees that promptly upon the receipt of such recommendations, subject to applicable requirements or restrictions imposed by law, it shall revise its methods of operation and take such other

actions to comply with any reasonable recommendation of the Management Consultant identified in the report of the Management Consultant.
Failure to meet the covenant made in the paragraph above shall not be an Event of Default under the Loan Agreement.

Limitations on the
Incurrence of Additional
Indebtedness:

The Borrower shall not incur, assume, guarantee, or otherwise become liable for any Long-Term Indebtedness other than:

(a) Satisfaction of Coverage. Upon satisfaction of the following:

(i) No Default: Delivery of a certificate signed by an Authorized Representative of the Borrower stating that no Event of Default is then existing under the Indenture or any debt outstanding or any agreement entered into by the Borrower in conjunction with such debt;

(ii) Coverage. The conditions contained in subsections (A) and (B) or the conditions in subsection (C) below are satisfied:

(A) Historical Coverage on Outstanding Debt- Delivery of a certificate signed by an Authorized Representative of the Borrower stating that, for either the Borrower's most recently completed Fiscal Year or for any consecutive 12 months out of the most recent 18 months immediately preceding the issuance of the Long-Term Indebtedness, Net Income Available for Debt Service is equal to at least 1.20 times Annual Debt Service on all Indebtedness then outstanding for the recently completed fiscal year; and

(B) Projected Coverage for Additional Debt- An Independent Management Consultant selected by the Borrower provides a written report setting forth projections which indicate that the estimated Net Income Available for Debt Service for each of the three consecutive Fiscal Years beginning in the earlier of the first full Fiscal Year following the estimated date of completion and initial use of all revenue-producing facilities to be financed with such Indebtedness, based upon a certified written estimated completion date by the consulting engineer for such facility or facilities, is equal to at least 1.20 times Maximum Annual Debt Service on all Indebtedness then outstanding during each such respective Fiscal Year plus the additional Annual Debt Service Requirements for the Long-Term Indebtedness to be issued; or

(C) Alternate Coverage for Additional Debt- The Borrower shall deliver a certificate signed by an Authorized Representative of the Borrower stating that, based on the audited results of the operations for the most recently completed Fiscal Year, Net Income Available for Debt Service is equal to at least 1.10 times Maximum Annual Debt Service on all Indebtedness then outstanding as well as the Long-Term Indebtedness proposed to be issued.

(b) Refunding Debt. If Long-Term Indebtedness is being issued for the purpose of refunding any outstanding Indebtedness, such Indebtedness may be issued upon the delivery of a certificate signed by an Authorized Representative of the Borrower referenced in subsection (a)(i) above and stating that the Annual Debt Service Requirement of the Borrower will be reduced after the refunding of such Indebtedness.

(c) Completion Debt. In the event such Indebtedness is being issued or incurred for the purpose of completing any related project, such Indebtedness may be issued in amounts not to exceed 10% of the principal amount of the Indebtedness originally issued for such related project upon delivery of a certificate signed by an Authorized

Representative of the Borrower that such Long-Term Indebtedness is required to fund the costs of completion.

The satisfaction of the conditions set forth in subsections (a)(i), (a)(ii), (c) and (d) above shall be evidenced to the Trustee by delivery of a certificate signed by an Authorized Representative of the Borrower.

Indebtedness subordinate to the obligations of the Borrower under the Loan Agreement and liens on the Project, Pledged Revenues or other assets of the Borrower securing such subordinate indebtedness, so long as same are subordinate to the Deed of Trust and obligations under the Loan Agreement, are permitted.

Repair and Replacement
Fund Deposits:

Under the Loan Agreement and subject to the limitations set forth therein, the Borrower covenants to deposit sufficient funds to the Repair and Replacement Fund on an annual basis to meet the Repair and Replacement Fund Requirement. The "Repair and Replacement Fund Requirement" means annual deposits to the Repair and Replacement Fund equal to the amount required by Idaho Code, Section 33-1019.

IV. Events of Default

Failure by the Borrower to pay the Loan Payments required to be paid.

Failure by the Borrower to cure a deficiency within the Debt Service Reserve Fund.

Failure by the Borrower to observe and perform any covenant, condition or agreement on its part to be observed or performed as provided in the Loan Agreement for a period of thirty (30) days after written notice, specifying such failure and requesting that it be remedied, shall have been given to the Borrower by the Issuer or the Trustee; provided, with respect to any such failure no Event of Default shall be deemed to have occurred so long as a course of action adequate in the judgment of the Trustee to remedy such failure shall have been commenced within such 30-day period and shall thereafter be diligently prosecuted to completion and the failure shall be remedied thereby within ninety (90) days of such occurrence, or so long as the covenant is expressly excluded as an Event of Default.

The dissolution or liquidation of the Borrower, or failure by the Borrower promptly to contest and have lifted any execution, garnishment, or attachment of such consequence as will impair its ability to meet its obligations with respect to the Facilities or to make any payments under the Loan Agreement. The phrase "dissolution or liquidation of the Borrower" shall not be construed to include the cessation of the corporate existence of the Borrower resulting either from a merger or consolidation of the Borrower into or with another domestic corporation or a dissolution or liquidation of the Borrower following a transfer of all or substantially all of its assets under the conditions permitting such actions.

The entry of a decree or order for relief by a court having jurisdiction in the premises in respect of the Borrower in an involuntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy, insolvency or other similar law, or appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or ordering the winding-up or liquidation of its affairs and the continuance of any such decree or order unstayed and in effect for a period of 60 consecutive days.

The commencement by the Borrower of a voluntary case under the federal bankruptcy laws, as now or hereafter constituted, or any other applicable federal or state bankruptcy,

insolvency or other similar law, or the consent by it to the appointment of or taking possession by a receiver, liquidator, assignee, trustee, custodian, sequestrator (or other similar official) of the Borrower or for any substantial part of its property, or the making by it of any assignment for the benefit of creditors, or the failure of the Borrower generally to pay its debts as such debts become due, or the taking of corporate action by the Borrower in furtherance of any of the foregoing.

Failure of the Borrower to comply with any covenants contained in the Tax Certificate.

The occurrence of an Event of Default under the Indenture, the Deed of Trust or any of the Borrower Documents.

Any representation or warranty made by the Borrower in the Loan Agreement or made by the Borrower in any statement or certificate furnished by the Borrower either required hereby or in connection with the execution and delivery of the Loan Agreement and the sale and the issuance of the Bonds, shall prove to have been untrue in any material respect as of the date of the issuance or making thereof.

A writ or warrant of attachment or any similar process shall be issued by any court against the Facilities of the Borrower, and such writ or warrant of attachment or any similar process is not released or bonded within 60 days after its entry.

Any of Borrower's representations and warranties in the Loan Agreement or in any of the other Borrower Documents with respect to environmental matters are false in any material respect.

The occurrence and continuation of any event of default under any other parity Indebtedness of the Borrower or any agreement in connection with or securing such parity Indebtedness if as a result of such event of default the holder of such parity Indebtedness would have the right to declare the principal thereof to be immediately due and payable.

A termination of the Borrower's charter by the chartering entity pursuant the Charter Schools Act.

V. Other Provisions

Phase One:	The completion and acceptance of an Environmental Phase One on the subject property.
Other Costs:	The Borrower will be required to pay the fees of the Issuer, Bond Counsel, Underwriter's Counsel, Borrower's Counsel, the Trustee, the Project Consultant and the out-of-pocket expenses of the Underwriter at closing from the proceeds of the Bonds.
Continuing Disclosure:	The Borrower will enter into and deliver a Continuing Disclosure Agreement (the "Continuing Disclosure Agreement") with respect to the Bonds. The Continuing Disclosure Agreement is made for the benefit of the registered and Beneficial Owners of the Bonds and in order to assist the Underwriter in complying with its obligations pursuant to Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended.
Legal Opinions:	Satisfactory legal opinions from Borrower's Counsel and Bond Counsel.
Governing Law:	State of Idaho

VI. Term Sheet Acceptance

By signing below, we accept the Terms and Conditions outlined in this Term sheet subject to normal adjustments agreed upon by all Parties.

Accepted and agreed to this ____ day of _____, 202_.

IDAHO NOVUS CLASSICAL ACADEMY

By: _____

Name:

Title:

October 31, 2022

Preliminary Financial Commitment

Board of Directors
Idaho Novus Classical Academy, Inc.

Piper Sandler & Co. ("Piper Sandler") is pleased to present this preliminary financial commitment sheet, which outlines proposed financing structures for the development, design, and construction of a school facility for Idaho Novus Classical Academy, Inc. (the "Borrower"). Our rationale for support is also described.

Senior Debt Structure*	Tax-Exempt Bonds	Bank Loan
Borrower	Idaho Novus Classical Academy, Inc.	Idaho Novus Classical Academy, Inc.
Issuer	Idaho Housing and Finance Authority	TBD
Senior Debt Purchaser	Qualified Institutional Buyers or Accredited Investors	Banking Institution
Estimated Amount	Approximately \$10,000,000 senior + subordinate financing.	
Use of Proceeds	Acquisition, construction, equipping, construction interest, costs of financing, reserve funds.	
Fixed Interest Rate	Senior debt between 5% and 8%, Subordinate debt 3%	
Maturity	35-40 years	5-10 years
Call Provisions	3-7 year option	1-3 year option
Capitalized Interest	Construction period (12 months)	
Issue Date	Mid-2023	
Interest Payment Dates	Semi-annual	Quarterly or monthly
Debt Service Reserve	Required	N/A
Security Provisions	<ul style="list-style-type: none"> Revenue Pledge from the Borrower First mortgage lien on property Intercept of State Funds 	
Additional Debt / Additional Bonds	If historic and projected debt service coverage ratios exceed 1.2x	TBD
Financial Covenants	<ul style="list-style-type: none"> 30 Days Cash on Hand, increasing to 45 over time 1.1x -1.2x Debt Service Coverage Ratio 	<ul style="list-style-type: none"> 30-45 DCOH 1.1x – 1.2x Debt Service Coverage Ratio
Underwriter / Placement Agent	Piper Sandler & Co.	Piper Sandler & Co.
Trustee	Zions	N/A

**Potential solutions may combine aspects of both Bonds and Bank structures.*

PIPER | SANDLER

Prior to Funding

Once the Borrower has an approved charter without conditions, Piper Sandler can execute on a financing for the charter school, subject to standard due diligence and market conditions. Piper Sandler is currently contemplating both (1) a private placement with banks, and (2) a bond transaction.

Evidence of Student Demand/Pre-Opening Support

While Idaho Novus Classical Academy is a new charter school opening in the fall of 2024, evidence of student demand already exists with 331 students on an “intent-to-enroll” list. It is reasonable to expect this number to grow as marketing continues and when construction commences. This early indication of demand mitigates fill risk for a start-up charter school financing.

In addition, the Borrower has already hired a school leader, Vincent Kane, through a Bluum fellowship program. Investors and banks are aware of the benefits provided by this program for new charter schools in Idaho.

Success of Related Charter School, Treasure Valley Classical

Steven Lambert, Executive Director of Treasure Valley Classical Academy, will lead the newly formed American Classical Schools of Idaho (ACSI). ACSI will contract with Idaho Novus Classical Academy to provide administrative services. Steve Lambert has a demonstrated track record of successfully opening a classical charter school in Idaho with financial, operational, and academic results, with the same curriculum and program as the Borrower. This affiliation provides investors and banks with the confidence needed to finance the Idaho Novus Classical Academy campus. Below is a quick summary of Treasure Valley Classical Academy’s enrollment trends, and financial/academic performance.

Historic Enrollment- Treasure Valley Classical				
	2019-20	2020-21	2021-22	2022-23
K	54	54	56	55
1	50	54	54	57
2	50	54	55	53
3	43	55	55	56
4	52	53	54	55
5	27	54	55	55
6	27	39	56	55
7		53	48	53
8			55	51
9				53
Total	303	416	488	543
Waitlist		104	239	255

Relevant Financial Metrics - Treasure Valley Classical			
	2019-20	2020-21	2021-22
Days Cash on Hand	55	46	71
Lease Adjusted Debt Service Coverage*	2.67	1.70	2.09

*Accounting rules on leases changed in FY22, due to GASB No. 87

PIPER | SANDLER

Historic Academics – Treasure Valley Classical		
	2022 ISAT	
	Proficient + Advanced %	
	ELA	Math
Treasure Valley Classical Academy	51%	46%
Fruitland SD	50%	34%
Payette SD	37%	28%
State of Idaho	55%	42%

In addition, Treasure Valley's leading class has shown differentiable academic results, as detailed below;

- TVCA's 7th grade students outperformed the state average by 14% in mathematics and by 18% in ELA on the ISAT for AY20-21 (first year with 7th grade).
- TVCA's 8th grade students outperformed the state average by 8% in mathematics and by 20% in ELA on the ISAT for AY21-22 (first year with 8th grade).

Non-Binding Term Sheet

This non-binding summary of indicative terms and conditions constitutes a preliminary commitment subject to market trends, charter approval and restrictions, and other factors which may be out of the control of Piper Sandler. This preliminary commitment does not represent an obligation of any kind on the part of Piper Sandler.

Thank you for the opportunity to work with Novus Classical Academy. Should you have any questions, please do not hesitate to contact me at (612) 505-9668 or wesley.olson@psc.com

Sincerely,



Wes Olson
Senior Vice President
Piper Sandler & Co.

Accepted by

Idaho Novus Classical Academy

By _____

Name _____

Its _____

APPENDIX SERIES C: GOVERNANCE DOCUMENTS



0004869739



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 #: 0004869739

Date Filed: 8/25/2022 12:17:36 PM

Articles of Incorporation (Nonprofit)	
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Expedited (+\$40; filing fee \$70)
Article 1: Corporation Name Entity name	American Classical Schools of Idaho, Inc.
Article 2: Effective Date The corporation shall be effective	when filed with the Secretary of State.
Article 3: Purpose The purpose for which the corporation is organized is:	Educational
Article 4: Voting Members: The corporation	does not have voting members.
Article 5: Asset Distribution on Dissolution Upon dissolution the assets shall be distributed: other asset distribution: In the event of dissolution or cessation of all activities of the corporation, all assets remaining after return of grant funds to the respective grantor and payment of any outstanding liabilities shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future purpose.	
Article 6: IRS Designation Is this nonprofit a 501(c)3? Yes 501(c)3 purpose for which the corporation is organized: This corporation is designed to support, sustain and grow the Treasure Valley Classical Academy and other public charter schools through charter application and management support, fundraising efforts and management of grants issued for the benefit of the respective schools.	
Article 7: The mailing address of the corporation shall be: Mailing Address STEPHEN P LAMBERT 500 SW 3RD ST FRUITLAND, ID 83619-2506	
Article 8: Registered Agent Name and Address Registered Agent Chris Yorgason Physical Address: 6200 N MEEKER PLACE SUITE 200 BOISE, ID 83713 Mailing Address: 6200 N MEEKER PL STE 200 BOISE, ID 83713-1891 <input checked="" type="checkbox"/> I affirm that the registered agent appointed has consented to serve as registered agent for this entity.	
Article 9: Incorporator Name(s) and Address(es)	
Name	Incorporator Address

Page 1 of 2

Page 1 of 2

B0735-2463 08/25/2022 12:18 PM Received by ID Secretary of State Lawrence Denney



B0735-2464 08/25/2022 12:18 PM Received by ID Secretary of State Lawrence Denney

Chris Yorgason	6200 N MEEKER PLACE SUITE 200 BOISE, ID 83713	
Article 10: Director Name(s) and Address(es)		
Name	Title	Director Address
Marvin Lasnick	Director	500 SW 3RD ST FRUITLAND, ID 83619-2506
Stacy Saylor	Director	500 SW 3RD ST FRUITLAND, ID 83619-2506
Ruth David	Director	500 SW 3RD ST FRUITLAND, ID 83619-2506
John Bassetti	Director	500 SW 3RD ST FRUITLAND, ID 83619-2506
Terry Ryan	Director	500 SW 3RD ST FRUITLAND, ID 83619-2506
The Articles of Incorporation must be signed by at least one Incorporator.		
<u>Chris Yorgason</u>		<u>08/25/2022</u>
Chris Yorgason		Date

BYLAWS OF
AMERICAN CLASSICAL SCHOOLS OF IDAHO, 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 AMERICAN CLASSICAL SCHOOLS OF IDAHO, 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 "Directors") of AMERICAN CLASSICAL SCHOOLS OF IDAHO, INC. (hereinafter "ACSI"). 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 Directors.

II. BOARD OF DIRECTORS

A. Powers

The Board of Directors of ACSI shall serve and be known as the Board of Directors of American Classical Schools of Idaho (the "Board"). The Board shall conduct or direct the affairs of ACSI 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, Chapter 30, Title 30, Idaho Code. The Board may delegate the management of the activities of ACSI to others, so long as the affairs of ACSI 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 appoint and remove Directors.
- to select and remove officers, agents and employees of ACSI; to prescribe powers and duties for them; and to fix their compensation.
- to conduct, manage and control the affairs and activities of ACSI, 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 ACSI.
- to act as trustee under any trust incidental to ACSI'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 ACSI, 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 Directors, 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.
 - to hire employees either on an at-will basis or via a written contract whose duties shall be specified by the Board.
- B. Number of Directors
- The number of voting Directors of ACSI shall be not less than three (3) nor more than eleven (11). The Board may have non-voting members of the board as determined below. The Board shall fix the exact number of Directors, within these limits, by Board resolution or amendment of the Bylaws.
- C. Appointment of Directors
1. The Board shall appoint the Directors by a vote of a majority of the voting Directors then in office, whether or not the number of directors in office is sufficient to constitute a quorum, or by the sole remaining director. The Board shall consist of individuals who will serve the interests of ACSI faithfully and effectively.
 2. Terms of Office
 - a. The term of office of all members of the initial Board of Directors shall be staggered, by designating approximately one-third of the Directors to one-, two- and three-year terms. Following the expiration of those designated terms, the term of each Director shall continue for three years.
 - b. The term of office of a Director appointed to fill a vacancy in these Bylaws begins on the date of the Director's appointment and continues for the balance of the un-expired term.
- D. Removal of Directors
1. The Board may remove a Director without cause as provided by the Idaho Nonprofit Corporation Act. The board may also remove any Director with cause who:
 - a. has failed to attend four or more of the Board's Regular Meetings in any calendar year;
 - b. has been declared of unsound mind by a final order of court; has been convicted of any felony;
 - c. has been found by a final order or judgment of any court to have breached any duty imposed by the Idaho Nonprofit Corporation Law; or
 - d. for such other good causes as the Board may determine.
 2. Written notice of removal of an appointed director shall be given to the individual and the removal is effective as of the date of notice, unless the notice specifies a future effective date.

E. Resignation by Director

A Director 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.

F. Vacancies

A vacancy is deemed to occur on the effective date of the resignation of a Director, upon the removal of a Director, upon declaration of vacancy pursuant to these Bylaws, or upon a Director's death, or any other cause. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Directors. A Director appointed to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been appointed and qualified.

G. Compensation of Directors

Directors shall serve without compensation. However, the Board may approve reimbursement of a Director's actual and necessary expenses while conducting ACSI business.

III. PRINCIPAL OFFICE

ACSI's principal office shall be at the ACSI 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 principal 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 ACSI's principal 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 regular meeting date in July of each year, or at such other date as determined by the Board, for the purpose of installing Directors, electing officers, making and receiving reports on corporate affairs, and transacting other business as comes before the meeting.

C. Regular Meetings

Regular Meetings shall be held on the second Wednesday of the month, or at such other date as determined by the Board, at the principal office and shall be open to the public. With proper notice, the Chair may schedule regular meeting(s) for an alternate date to avoid holding meetings on holidays, to ensure the availability of a quorum of Directors, or for other valid cause.

D. Special Meetings

Special Meetings can be held at any time, called by the Chair or by any three Directors and shall comply with the Idaho Open Meeting Law.

E. Adjournment

A majority of the Directors 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 Directors 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 required by the Idaho Open Meeting Law.

G. Waiver of Notice

Notice of a meeting need not be given to a Director 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.

H. Meeting Agendas.

Meeting agendas shall be created, amended and posted in accordance with the Idaho Open Meeting Law.

V. ACTIONS BY THE BOARD

A. Quorum

A quorum consists of a majority of the fixed number of voting Directors.

B. Action by the Board

1. Actions Taken at Board Meetings. The actions taken and decisions made by a majority of the voting Directors 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 ACSI's Bylaws, where the action of a majority of voting Directors then in office is required by 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 Directors withdraw, provided that any action taken is approved by at least a majority of the quorum required.
2. Board Meeting by Telecommunication Devices. Directors may participate in a Board meeting through use of telecommunication devices, so long as all Directors, 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 Meeting Law.

C. Committees

1. Appointment of Committees. The Board may appoint one or more Board Committees by vote of the majority of Directors. A Board Standing Committee will consist of at least one Director, 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.
 - 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 Directors.
 - 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 Director shall perform all duties of a Director, including duties on any Board Committee, in good faith, in a manner the Director believes to be in ACSI'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 Director, a Director 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 Directors believes to be reliable and competent in the matters presented;
 - b. legal counsel, independent accountants or other persons as to matters that the Director believes are within that person's professional or expert competence; or
 - c. a Board Committee on which the Director does not serve, as to matters within its designated authority, provided the Director believes the Committee merits confidence and the Director 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 ACSI 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 ACSI'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 ACSI.

E. Participation in Voting

A quorum of the board consists of a majority of the Directors in office immediately before a meeting begins. The action of the majority of the Directors 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.

F. 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 Idaho Code Section 74-206. Every Director has a duty to maintain the confidentiality of all Board executive session deliberations, and discussions. Any Director violating this confidence may be removed from the Board.

No executive session may be held for the purpose of taking any final action or making any final decision.

VI. OFFICERS

- A. The Officers of ACSI consist of a President (hereinafter "Chair"), Vice President (hereinafter "Vice Chair"), a Secretary and a Treasurer. The Secretary position may be filled by the Board clerk. ACSI 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 ACSI, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings. The Chair shall be a voting director.
 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. The Vice Chair shall be a voting director.

3. Secretary. The Secretary shall:
 - a. keep or cause to be kept, at ACSI's principal 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. The book of minutes may be kept electronically;
 - b. keep or cause to be kept a copy of ACSI'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:
 - a. keep or cause to be kept adequate and correct accounts of ACSI's properties, receipts and disbursements;
 - b. make the books of account available at all times for inspection by any Director;
 - c. deposit or cause to be deposited ACSI's monies and other valuables in ACSI's name and to its credit, with the depositories the Board designates;
 - d. disburse or cause to be disbursed ACSI's funds as the Board directs;
 - e. render to the Chair and the Board, as requested but no less frequently than at the beginning of each quarter, an account of ACSI's financial transactions and financial condition;
 - f. prepare annual financial report and budget;
 - g. 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 Directors, but not later than the timelines established by Idaho law or rule;
 - h. prepare any reports on financial issues required by an agreement on loans; and
 - i. 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 purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.
 2. Eligibility. A Director 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 ACSI, the resignation taking effect on receipt of the notice or at a later date specified in the notice.

VII. ADVISERS TO THE BOARD

A. Appointment of Advisers

The Board may utilize advisers to provide advice to the Board on items on which the adviser has particular skill, education or expertise. Advisers are not board members and do not have authority to make decisions on behalf of the Board or ACSI. Advisers are appointed by a majority vote of the Board.

B. Duties

Advisers serve at the will and pleasure of the Board and perform such duties as directed by the Board. They may seek general advice from an adviser or direct the adviser to research and provide certain information. An adviser has no independent authority but performs only those roles and duties specifically assigned by the Board.

C. Attendance at Board Meetings

Advisers will attend Board meetings as assigned by the Board. Advisers should attend at least one regular Board meeting each quarter to report on the roles and duties assigned, but may attend additional meetings as requested. At the discretion of the Board, written reports may substitute for physical attendance at Board meetings.

D. Removal and Resignation

The Board may remove any adviser, either with or without cause, at any time by majority vote of the Board. Any adviser may resign at any time by giving written notice to the Board, the resignation taking effect on receipt of the notice or at a later date specified in the notice.

VIII. NON-LIABILITY OF DIRECTORS

The Directors shall not be personally liable for ACSI's debts, liabilities, or other obligations.

IX. INDEMNIFICATION OF CORPORATE AGENTS

ACSI may, in accordance with Idaho Code §30-30-623t, indemnify any Director, officer, or employee of ACSI 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 ACSI.

All officers and directors of ACSI shall comply with the general standards of conduct contained in Idaho Code § 30-30-623.

X. INSURANCE FOR CORPORATE AGENTS

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Director, officer, employee or other agent of ACSI, 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 ACSI would have the power to indemnify the agent against such liability under the provisions of the Idaho Charter Schools Act.

XI. SELF-DEALING TRANSACTIONS

Except as may otherwise be provided by the Act or the Articles, no contract or other transaction between ACSI and one or more of the Directors or any other corporation, firm, association or entity in which a Director of ACSI has an interest shall be voided of doing business with ACSI subject to the provisions section 33-5204 and 33-507 or other relevant sections of Idaho Code.

XII. OTHER PROVISIONS

A. Fiscal Year

The fiscal year of ACSI 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 ACSI to enter into any contract or execute and deliver any instrument in the name of, or on behalf of ACSI. Such authority may be general or confined to specific instances.

Unless so authorized, no officer, agent, or employee shall have any power to bind ACSI by any contract or engagement, to pledge ACSI's credit, or to render it liable monetarily for any purpose or any amount.

C. Checks and Notes

Except as otherwise specifically provided by the Board (via majority vote at a public meeting or by resolution), checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of ACSI may be signed by the Chair, Treasurer or designated ACSI 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 Director, 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 ACSI'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 Directors and the Board of Directors shall at all times comply with the Ethics in 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 Directors, 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 ACSI, or is a director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with ACSI.

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.

XIII. AMENDMENT

A majority of Directors 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 AMERICAN CLASSICAL SCHOOLS OF IDAHO, INC. at the meeting of the Board of Directors held on the seventh day of September 2022.


Chairman of the Board

CERTIFICATE OF SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of the American Classical Schools of Idaho, a nonprofit 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 Directors of said corporation, whose Directors are the only members of said corporation; and that the above and foregoing Bylaws are now in full force and effect.


Secretary of the Board

APPENDIX SERIES D: BOARD OF DIRECTORS AND PETITIONING GROUP

John Bassetti johnbassetti@gmail.com

Profile: Multidisciplinary leader with combined expertise in information technology, engineering and construction. Driving passion for melding thoughtful strategic planning with multidisciplinary knowledge teams to raise organizational processes and activities up the value chain.

Associations

- President, Construction Information Executives (CIE), 2016-2018.
- Member, Information Systems Audit and Control Association (ISACA).
- Elected Official, Alameda County Central Committee representing Oakland and Berkeley, 2016-2018.

Employment

Stratagroup, IT Auditor, 2020-Present

- Provide technology audit and organizational risk assessment services of internal projects within the engineering and construction space.
- Assess controls, records and procedures for effectiveness and perform subsequent remediation and support.

Pankow Builders, IT Director, 2009-2020

- Leadership in key initiatives including foundational infrastructure enhancements and ERP evaluation and implementation.
- Authored critical analysis of and strategic goals for cross-functional process optimization and IT governance enhancements.
- Optimized team resources to ensure maximum engagement with organizational goals and strategies.
- Developed future state employee profiles and facilitating organizational and departmental transition.
- Facilitated internal security transformation and enhancing organization-wide security posture.
- Oversaw \$4+ Million G&A budget.

Pankow Builders, IT Manager, 2006-2009

- Responsible for departmental expansion and staff career development, performance management and mentoring.
- Created conceptual framework and built consensus for multi-departmental optimization of information and staff from separate functional areas.
- Served as project, schedule and cost manager for multiple IT projects involving both internal staff and external vendors.
- Oversaw all Information Technology elements of a \$500+ Million commercial builder with 5 offices and 30+ active jobsites on West Coast and Hawaii.
- Served in a leadership role in building the initial business case and advancing LEED and sustainability practices within the company.

Pankow Builders, IT Systems Engineer, 2001-2004

- Helpdesk and technical support services for 300+ engineering and support staff.
- Lifecycle setup and ongoing technical management and maintenance of jobsite field offices.
- Network infrastructure setup, configuration and maintenance.

Environmental Resources Management, Geologist, 1997-2001

- Perform Phase I and Phase II Environmental Site Assessments for multinational oil and gas clients, airlines and chemical companies.
- Merger and acquisition support for public and private sector clients.
- Provide on-site management of small to medium scale field investigations with staff and equipment in complex and often hazardous work environments.

Education

- Master of Sustainable Development, Macquarie University, 2005.
- Bachelor of Arts, Geology, Youngstown State University, 1997.

RUTH DAVID

| rdavid@idahonovus.org |

LANGUAGES | Mandarin, English

EDUCATION | **1996 - BOISE STATE UNIVERSITY**

Bachelor of Science in Nursing

1991 – SAN JOSE STATE UNIVERSITY

Bachelor of Arts in Industrial and Organizational Psychology

EXPERIENCE | **2020 - Current: Founding Board Chair – Idaho Novus Classical Academy, Boise ID**

- Leading the founding team and partnering with entities to open a Hillsdale K-12 school in 2024 at Avimor community
- Received the 501 C (3) status from the IRS

2017 - 2020: Board of Directors– Compass Public Charter, Boise ID *

- Advocate for students, staff and leadership to maintain educational integrity and school culture/vision
- Supported fiscally responsible expenditure of funds
- Bridged communication gap between stakeholders, students, staff and leadership team
- Solicited local business support
- Worked with parents to promote school spirit/culture
- Initiated Annual Compass Hero Award to recognize outstanding individual at Compass

2004 - Current: School and church volunteer, Boise ID

- Teacher's assistant in math and language arts
- Fundraising, school spirit and culture promotion activities, boosting staff morale through personalized celebration and recognition
- Led women's bible study. AWANA and nursery assistant

1996 – 2002: Registered Nurse – ST Luke's Regional Medical Center, Boise ID

- Registered Nurse at Mother/Baby Unit.

1995 - 1996: Administrative Secretary – Applied Materials, Santa Clara CA

- Supported the Director of Intellectual Properties

1994: Bookkeeper – United Cerebral Palsy of Idaho, Boise ID

- Responsible for all accounting process; assisted in client service and fund raising.

1991 - 1993: Sr Quality Systems Data Admin – Xicor Inc, Milpitas CA

- Assistant to the Quality Systems Manager

Marv Lasnick

mlasnick@kapextechnology.com

Owner/CEO

Kapex Technology LLC, Fruitland, ID, Feb. 2022 to Present

- Created a software development company to focus on providing quality custom software solutions that are affordable for any business, large or small. Our expertise is delivering SaaS solutions with mobile and web clients utilizing local and offshore engineers. We've worked in several industries including Healthcare, HR, FinTech, and AgTech.

Chief Technology Officer

True Care LLC & Jobu Vetting LLC Boise, ID, Apr 2017 to Jan 2022

- Hired and managed a team of engineers, both local and offshore, who developed and took two products to market. I was responsible for all technology strategies, product roadmaps, and communication with clients, partners, investors, and other stakeholders as necessary.

Project Management Office Manager

Micron Technology, Inc. Boise, ID, 2007 to 2017

- Co-founded an enterprise PMO in 2014 which focused on improving end to end enterprise level processes for Micron's product groups. I co-founded a corporate PMO in 2007 which connected several department portfolio processes, and I founded the IT project management office which supported the global IT organization and established a portfolio process to manage all project demand for IT which in the first cycle resulted with a reduction of 450 active projects to approximately 80. I was also a recipient of Micron's company-wide 'suggestion of the quarter' award.

IT Central Team Manager

Micron Technology, Inc. Boise, ID, 2003–2007

- Established the Central Team manager role charted to align worldwide IT operations and led a team through internal analysis of how to globalize Micron's IT department.

Department Manager - Corporate Products and Tools

Micron Technology, Inc. Boise, ID, 1999–2003

- Directed an organization of 58 professionals tasked with providing enterprise-wide IT services that included: e-mail, paging, document management, incident tracking, web services, directory services, EDI systems, reporting services, and systems programming. Extensive vendor management experience, including maintenance contracts, implementation service agreements, and purchase agreements; and participated on many successful task force teams, such as: Sarbanes Oxley, business continuity, M&A, and corporate IT release process.

EDUCATION & TRAINING

- BBA, Computer Information Systems, Boise State University, Boise, Idaho
- Management Development Program, Boise State University
- Certified process consultant coach, Kepner/Tregoe
- ADKAR Change Management, Prosci
- Certified ITIL process documentation practitioner, Pink Elephant

COMMUNITY INVOLVEMENT

- Founding Board Member and Current Board Chair of Treasure Valley Classical Academy Charter School – Fruitland, ID
- Board Chair of American Classical Schools of Idaho
- Boise Optimist Football assistant coach for two years and head coach for one
- Assistant lacrosse coach for four years

TERENCE R. RYAN

Boise, ID 83702 | [REDACTED] | tryan@bluum.org & tryan@idahocsn.org

PROFESSIONAL EXPERIENCE

CEO

BLUUM | BOISE, IDAHO

2013 – Present

- Lead Idaho's '20 in 10' Initiative to double the number of students in Idaho's high- performing charter schools.
- Lead Idaho's federal CSP grant of \$22 million.
- Coordinate Idaho's CSP consortium of Idaho State Board of Education, Idaho Public Charter School Commission, Building Hope and the J.A. and Kathryn Albertson Family Foundation.
- Set and coordinate with Bluum Board of Trustees the organizational strategy and markers for success of the 501c3 statewide charter support organization.
- Oversee day-to-day operations (\$1.9 million operating budget) and ensure the fiscal health of organization.
- Coordinates closely all activities with funders including J.A. & Kathryn Albertson Family Foundation (JKAF), Charter School Growth Fund, New Schools Venture Fund and Louis Calder Family Foundation.
- Invest new school grant dollars (\$6 million annually) in those models and partners that offer the greatest likelihood of success (e.g. student achievement gains and sustainability).
- Create the conditions for the successful expansion of high-performing schools in Idaho.
- Lead, support and develop staff, consultants and key stakeholders.
- Coordinate closely with partners like Building Hope, National Alliance for Public Charter Schools, Idaho State Board of Education, Idaho Public Charter School Commission and others to build and expand Idaho's new school sector.
- Build brand recognition (in Idaho and beyond) for BLUUM.
- Coordinate and negotiate all research efforts with partners like Public Impact, Bellwether, FDR Group, and EcoNorthwest.
- Share Idaho's, and rural education more generally, stories and challenges with national education organizations and media. This includes writing op-eds and being quoted widely in newspapers and new media in Idaho and nationally.
- Represent Idaho's new school sector at state and national debates, forums and conferences.

VICE-PRESIDENT FOR OHIO PROGRAMS AND POLICY

THOMAS B. FORDHAM FOUNDATION AND INSTITUTE | WASHINGTON, DC & DAYTON, OHIO 2001 – 2013

- Served as Fordham's senior staff person in Ohio, including recruiting, hiring, and managing all staff.
- Worked with Fordham's board of trustees, the Fordham Ohio Committee and senior leadership to develop, plan, and lead Fordham's Ohio policy and research agenda.
- Engaged the governor's office, legislative leadership, state board of education members, and Ohio Department of Education officials to craft public policies and legislation that better served Buckeye State PK-12 education and would lead to increased student achievement.

Page 1 of 3

- Collaborated with philanthropy, business, education, higher education and other influential leaders across Ohio on issues ranging from school choice policies, to teacher quality issues, to standards and accountability, to school funding.
- Launched and led Fordham's efforts as a charter school authorizer responsible for eight schools educating over 2,000 students.
- Identified, recruited and managed national experts to assist Ohio research, projects and events.
- Raised external grant dollars from national and state funders for research projects, public events and other policy-oriented activities. Raised over \$3 million dollars for Ohio efforts.
- Created and managed coalitions of statewide partners for specific school improvement efforts.
- Communicated with, and influenced, editorial boards, journalists, education bloggers and other news media.
- Testified to the Ohio Senate and House on pressing education issues.
- Presented to education groups, students, and reform groups in Ohio and across the country.
- Partnered with district school superintendents, county education officials and others to improve Ohio's charter school quality and human capital pipelines.
- Allied with like-minded reform organizations in other states (PIE-Net and CEE-Trust).
- Co-authored Ohio's *Education Reform Challenges: lessons from the frontlines* (Palgrave- MacMillan, July 2010) with Chester E. Finn, Jr. and Michael B. Lafferty.

PROGRAM DIRECTOR AND SENIOR RESEARCHER

21ST CENTURY LEARNING INITIATIVE | RESTON, VA & BATH, ENGLAND

1996 – 2001

- Led Initiative research and training efforts.
- Worked closely with a group of international education researchers, scientists, policy makers, academics, and business leaders to generate a synthesis on human learning that became the basis of two books, numerous articles, and public presentations.
- Briefed lawmakers, policy leaders and education reformers on the findings of the Initiative in the United States, Canada, the United Kingdom, and other countries.
- Testified to the Educational Policy Unit at 10 Downing Street in London.
- Developed and maintained the Initiative's web site and external communications.
- Organized and managed the organization's finances.
- Co-authored *The Unfinished Revolution: Learning, Human Behavior, Community and Political Paradox*; this book was published in the United States by ASCD Press, and in the United Kingdom by Network Educational Press Ltd. (2001).

PATERSON FELLOW/AMERICAN FEDERATION OF TEACHERS INTERNATIONAL FELLOW

THE FOUNDATION FOR EDUCATION FOR DEMOCRACY | WARSAW, POLAND

1994 – 1995

- Worked with Foundation Leadership, the Polish Ministry of Education, and the US Embassy to organize and convene an international conference on "Education and the Transition to Democracy."
- Developed the organizational capacities of the Foundation by raising external grant dollars, helping set-up accounting systems and processes for tracking and reporting grant dollars from Western foundations and governments.
- Represented the Foundation at public events hosted by foreign funding agencies and attended events sponsored by the US Ambassador to Poland; the German Embassy and other Western governments and agencies.
- Led fundraising training workshops for educators in Poland, Lithuania and Romania.

Page 2 of 3

- Taught High School English at the Goethe School in Warsaw.

EDUCATION

MASTER OF ARTS DEGREE, POLITICAL ECONOMY

Graduate School of International Studies | Denver, CO

1994

BACHELOR OF ARTS DEGREE IN HISTORY & ASSOCIATES DEGREE IN JOURNALISM

Eastern Illinois University | Charleston, IL

1990

AWARDS, RECOGNITIONS AND BOARDS/COMMISSIONS

- Commissioner | Council for Accreditation of Educator Preparation
- Task Force Member | Rural Opportunities Consortium of Idaho (ROCI)
- Board Member | Gem Innovation Schools, Idaho
- Member | National Alliance for Public Charter Schools State Leaders Council
- Research Fellow | The Hoover Institution
- Fellow | New Schools/Aspen Institute Fellowship, 2008
- Board Member (former) | School Choice Ohio
- Fellow | University of Denver's Paterson International Fellowship
- Board Member | Pathways in Education, Idaho
- Board Member (founding) | Education for All

Stacy Saylor

ssaylor@tvacademy.org

Education

*California State Polytechnic
University, Pomona*
**Bachelor of
Science/Communications - 1988**

Hipereon Banking School
Certificate in Commercial Credit and
Lending – 2005

Real Estate Salesperson
Licensed by the State of California
Department of RE Sales - 2009

*Board Development for TVCA
Hillsdale College K-12 Education*
November 10-13, 2021

Key Skills

Problem Solving
Basic Accounting
General budgeting
Effective communication
Leadership
Tax return analysis
Credit underwriting

Other Activities

Charter Start Workshop-Idaho
Attended Feb. 18-19, 2021

Treasure Valley Classical Academy
Finance Committee Volunteer 2021

*How to Save Money by Refinancing
Your Loan*
Webinar with
Mark Medema of the Charter School
Facility Center, 2021

*Glenoaks Elementary School
Foundation (Board Member)*
President: 2013-2015
Treasurer: 2006-2008

Profile

Business details: Analytical, energetic, detail-oriented self-starter with broad experience in business, banking and real estate matters, including buying/selling/renovating homes, commercial credit underwriting, simple accounting, budgeting, management, training and audit compliance.

Personal details: I fully support the mission of the Barney Charter School Initiative and am very excited to be involved with the start up of American Classical Schools of Idaho, Inc.

Background

My husband and I were interested in starting a Barney Charter School in Teton County, Idaho. We met with Mr. Lambert to learn more. During the discussion, we became aware there was one 6th grade opening at TVCA. We immediately applied for enrollment and purchased a second home in Payette to enroll our son at TVCA.

Experience

TVCA Board Member/Treasurer:

Finance Committee Chair and Capital Campaign Committee Member,
06/2022 to Present

TVCA Board Member

Finance Committee & Capital Campaign Committee Member, 06/2021 -
06/2022

Withdrew son from public school and home-schooled, 2017-2020

I contacted the Hillsdale Academy in Hillsdale, MI and they were kind enough to send me their curriculum. My husband and I used that curriculum to home school grades 3-6 until we found Treasure Valley Classical Academy. We met with Mr. Lambert and knew at once that TVCA was the best possible choice for our son's education.

The Saylor Corp, 2009-2018

I formed a C-Corp to purchase, renovate and sell homes. I obtained my real estate license, taught myself QuickBooks, Corporate Income Tax Preparation, Excel and took financial planning courses. In addition, I managed rental properties and vacation rentals.

Banking/Vice President, Credit Officer, Corporate Officer, 1988-2008

I began my career as a teller and worked every bank branch position through Vice President. **General duties:** Supervised 30+ employees, mentored/trained new managers, assisted other branches who had audit deficiencies, managed expenses/budgets, was a trusted corporate officer responsible for \$1m+ in cash/bank assets, commercial credit underwriting, managed a loan portfolio in excess of \$50m.

Mark C. Dillon
Major General, USAF (Retired)

Email: mark79dillon@gmail.com; [REDACTED]

Objective: Board advisor for American Classical Schools of Idaho (ACSI).



Current employment: Mark is the Strategic Accounts Manager, Air & Space Forces for Red Hat, Inc. He is also the President of Mark C Dillon, LLC, where he provides leadership, strategic planning, and education consulting services for multiple clients. General Dillon currently serves on two not-for-profit boards.

Previous employment: Prior to joining Red Hat, Mark served on the State of Hawaii Public Charter School Commission—the sole state authorizer—and was active on two of their five committees. Additionally, he advised Hillsdale College’s Barney Charter School Initiative leadership team, authored their strategic growth plan, and coached and mentored 18 principals and vice principals on leadership,

time management, business acumen, organizational culture, fundraising and human resource management.

General Dillon retired from the US Air Force in 2017 after 33 years of service. Mark’s final assignment was Deputy Joint Forces Air Component Commander US INDO-PACOM and Deputy Commander of the Pacific Air Forces, located at Joint Base Pearl Harbor-Hickam, Honolulu Hawaii. In these two roles he was responsible for the integrated air and missile defense of the US INDO-PACOM theater, the day-to-day oversight of \$50 billion in assets, and the organizing, training, and equipping of 46,000 Airmen located at nine installations in Alaska, Hawaii, Japan, South Korea & Guam.

Education and executive training: Mark is a graduate of Air Command and Staff College, Air War College, and the Joint Forces Staff College. He has attended the Air Force Enterprise Management Seminar, Center for Creative Leadership’s Senior Leader Executive Course, the Joint Task Forces Commanders Course, and Harvard University’s US-Russia Security Program. He has earned a Bachelor of Science degree in Aerospace Engineering from Arizona State University, master’s degree from Embry-Riddle University, and master’s degree in National Strategic Studies from Air University.

Other information: General Dillon’s military bio is available at:

<https://www.af.mil/About-Us/Biographies/Display/Article/108482/major-general-mark-c-dillon/>

Jon M. Fennell
Professor Emeritus

jfennell@hillsdale.edu

EDUCATION

University of Illinois, Urbana, Ph.D., Philosophy of Education

University of California, Davis, M.A., Social Foundations of Education

University of California, Davis, B.A., Political Science

Boise State University, Advanced Secondary Teacher's Certificate

ACADEMIC POSITIONS (HILLSDALE COLLEGE)

Dean of Social Sciences	2009-2016
Professor and Chairman of the Education Department	2005-2016
Assistant Professor of Education	1993-1995

IDAHO STATE DEPARTMENT OF EDUCATION

Consultant for Management Information	1976-1980
---------------------------------------	-----------

CORPORATE EMPLOYMENT

RADIUS SOLUTIONS , Chicago, Illinois Vice President of Operations	2003-2005
---	-----------

IONA TECHNOLOGIES , Naperville, Illinois District Manager, Global Services	2001-2002
--	-----------


J.D. EDWARDS , Lombard, Illinois Director of Client Services Client Services Manager Client Manager	1999-2000 1997-1999 1995-1997
---	-------------------------------------

JBA INTERNATIONAL , Livonia, Michigan Senior Consultant and Project Manager	1991-1993
---	-----------

UNISYS CORPORATION , Blue Bell, Pennsylvania Product Marketing Manager Director, Unisys Business Television Network Manager, Product Launch Marketing Support Consultant	1984 -1991
---	------------

ASSOCIATED FOOD STORES , Boise, Idaho Information Technology Manager Systems Analyst	1980-1984
---	-----------

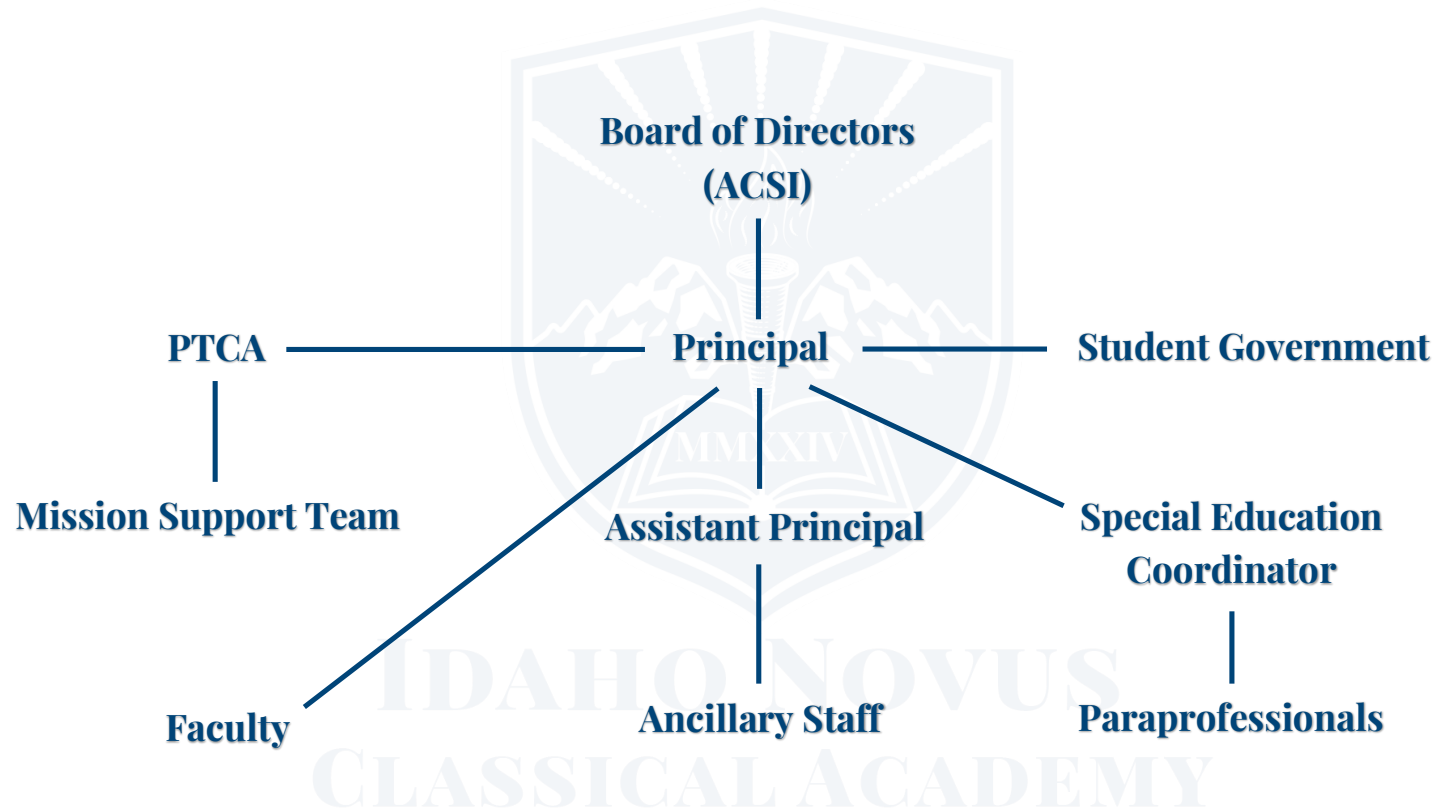
APPENDIX D2: PETITIONING GROUP

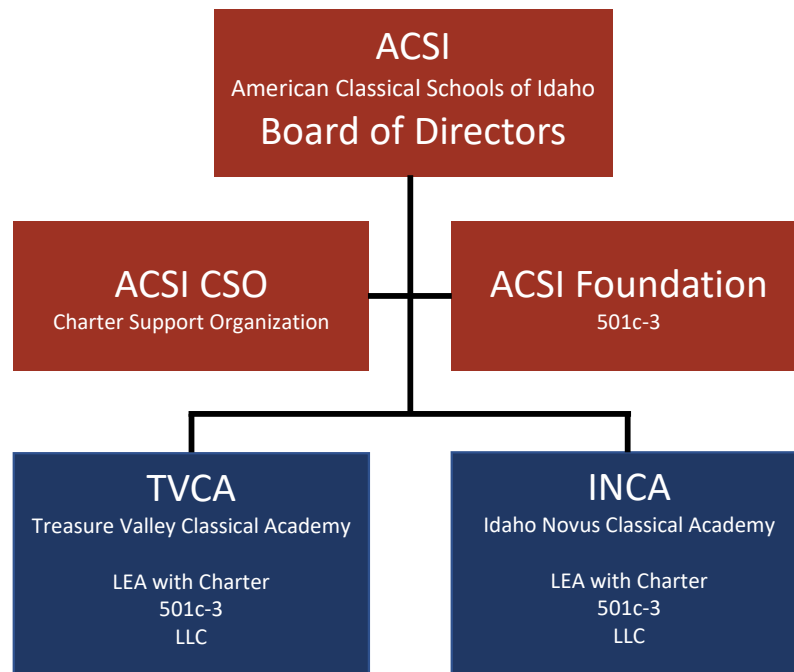


<u>Name</u>	<u>Title</u>	<u>Role</u>
Mr. John Bassetti	ACSI Board Member	Board of Directors/Founder
Mrs. Ruth David	ACSI Board Member	Board of Directors/Founder
Mr. Marvin Lasnick	ACSI Board Member	Board of Directors
Mr. Terry Ryan	ACSI Board Member	Board of Directors
Mrs. Stacy Saylor	ACSI Board Member	Board of Directors
Dr. Vincent Kane	INCA Founding Principal	General Advisor
Major Bruce Sims	INCA Founding Assistant Principal	Operations Advisor
Mr. Stephen Lambert	TVCA Executive Director & ACSI CEO	Mission Advisor
Marc Carignan	Bluum Chief Financial Officer	Business Management Consulting

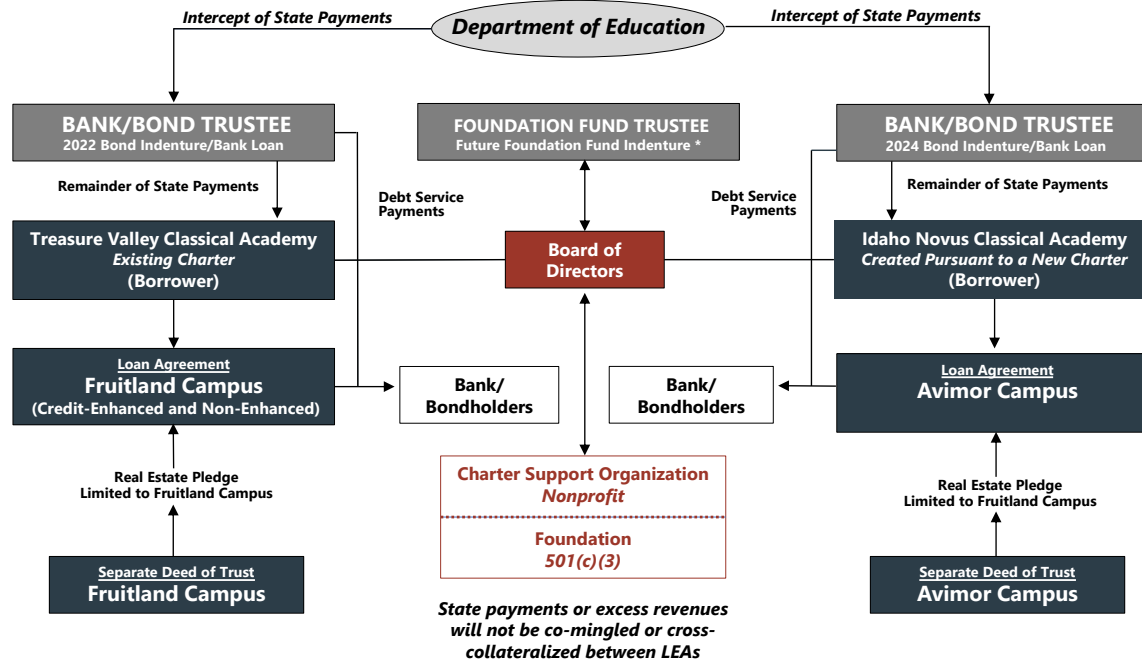
APPENDIX SERIES E: ADMINISTRATION AND ORGANIZATION

INITIAL ORGANIZATIONAL STRUCTURE 2024-2025 SY





SECURITY AND FLOW OF FUNDS – Two Separate Charters



* Amounts deposited, if any, under the foundation fund indenture may be used by member schools as additional security for Avimor bondholders and any future bondholders. The deposits may only be derived from sources unrelated to a specific campus (solely from philanthropy to support ACSI schools). Excludes money related to state payments or excess revenues generated from the operation of a specific school.

Dr. Vincent Kane, Founding Principal



Following an extensive career in K–12 education in New Hampshire and Alaska, Dr. Vincent Kane joins us in Idaho as the founding principal of Idaho Novus Classical Academy (INCA). INCA is under development in the Avimor community north of Eagle and is a Candidate Member School in the Hillsdale College Barney Charter School Initiative (BCSI). Upon opening, INCA will be the second BCSI school in the Treasure Valley.

Dr. Kane brings a wealth of experiences to his new role. Before entering school leadership, he taught high school courses in government, economics, history, and world religions as well as sixth grade. He worked in urban, small town, and rural settings, including a remote village school on an island in the Bering Sea. His leadership experience encompasses all grade levels and includes assignments as an assistant principal, principal, and assistant superintendent.

After completing undergraduate studies in political science and philosophy in the honors program at Franklin Pierce University, Dr. Kane pursued three graduate degrees. He holds a master's degree in social studies education from Boston University, a certificate of advanced graduate studies in educational leadership from Plymouth State University, and a doctorate in entrepreneurial leadership in education from Johns Hopkins University.

Major Bruce Sims, Founding Assistant Principal



After serving 21 years and subsequently retiring from the United States Marine Corps, Bruce Sims joins us in Idaho as the founding assistant principal of Idaho Novus Classical Academy (INCA). In that capacity, he will serve as director of operations and dean of students. INCA is under development in the Avimor community north of Eagle and is a Candidate Member School in the Hillsdale College Barney Charter School Initiative (BCSI). Upon opening, INCA will be the second BCSI school in the Treasure Valley.

Mr. Sims brings an abundance of experience in operations and leadership to his new role; across his military career, he filled key positions in aviation, logistics, and ground operations. He has leadership experience leading smaller units as an enlisted Marine, and as an officer he led squadron detachments in addition to being a company commander. His operations experience includes preparing and deploying units for missions, both in the U.S. and overseas. Most recently, he served as the operations officer responsible for evaluating the efficacy of future Marine Corps concepts, equipment, and technology.

Originally from Alabama, Mr. Sims holds an undergraduate degree in Business Administration and Supply Chain Management from Auburn University, where he graduated Summa Cum Laude. Subsequently, when serving as an instructor pilot for an unmanned aerial vehicle squadron, Mr. Sims discovered his passion for educating others. He invested in that passion as his calling, and while still on active duty, he began his master's degree in education for teaching mathematics through Western Governor's University.

APPENDIX SERIES G: LEA NOTIFICATION LETTERS



IDAHO NOVUS CLASSICAL ACADEMY

VIRTUES • KNOWLEDGE • LIBERTY

Dr. Vincent J. Kane
Idaho Novus Classical Academy
Avimor Community Office
18815 N. Streams Edge Way
Boise, Idaho 83714

August 10th, 2022

Superintendent Coby Dennis
Boise School District
8169 W. Victory Rd.
Boise, ID 83709

Dear Superintendent Dennis,

I am writing to inform you of a planned charter school in the Avimor community development north of Eagle. Idaho Novus Classical Academy (INCA) will open in August of 2024 and initially serve 378 students in grades K-6. One grade will be added in each subsequent year until INCA is a K-12 school serving 702 students. The school will operate as an American Classical School utilizing the curriculum developed by the Hillsdale College Office of K-12 Education. The mission of Idaho Novus Classical Academy is to train the minds and improve the hearts of students through a classical, content-rich curriculum that emphasizes virtuous living, traditional learning, and civic responsibility.

Following a thorough review of attendance boundaries, we determined that our primary attendance zone intersects with your school district. A copy of the petition is included alongside this letter for your review. Our intent is to submit a petition to the Idaho Public Charter School Commission exactly four weeks following the date of this letter. I will gladly discuss the petition with you and answer any questions you might have. You can reach me directly at vkane@idahonovus.org. I would be grateful for an expedited response, if possible.

Respectfully,

Dr. Vincent J. Kane
Founding Principal



IDAHO NOVUS CLASSICAL ACADEMY

VIRTUES • KNOWLEDGE • LIBERTY

Dr. Vincent J. Kane
Idaho Novus Classical Academy
Avimor Community Office
18815 N. Streams Edge Way
Boise, Idaho 83714

August 10th, 2022

Superintendent Craig Woods
Emmett Independent School District
119 North Wardwell Ave.
Emmett, ID 83617

Dear Superintendent Woods,

I am writing to inform you of a planned charter school in the Avimor community development north of Eagle. Idaho Novus Classical Academy (INCA) will open in August of 2024 and initially serve 378 students in grades K-6. One grade will be added in each subsequent year until INCA is a K-12 school serving 702 students. The school will operate as an American Classical School utilizing the curriculum developed by the Hillsdale College Office of K-12 Education. The mission of Idaho Novus Classical Academy is to train the minds and improve the hearts of students through a classical, content-rich curriculum that emphasizes virtuous living, traditional learning, and civic responsibility.

Following a thorough review of attendance boundaries, we determined that our primary attendance zone intersects with your school district. A copy of the petition is included alongside this letter for your review. Our intent is to submit a petition to the Idaho Public Charter School Commission exactly four weeks following the date of this letter. I will gladly discuss the petition with you and answer any questions you might have. You can reach me directly at vkane@idahonovus.org. I would be grateful for an expedited response, if possible.

Respectfully,

Dr. Vincent J. Kane
Founding Principal



IDAHO NOVUS CLASSICAL ACADEMY

VIRTUES • KNOWLEDGE • LIBERTY

Dr. Vincent J. Kane
Idaho Novus Classical Academy
Avimor Community Office
18815 N. Streams Edge Way
Boise, Idaho 83714

August 10th, 2022

Superintendent Dennis Chesnut
Horseshoe Bend School District
398 School Drive
Horseshoe Bend, ID 83629

Dear Superintendent Chesnut,

I am writing to inform you of a planned charter school in the Avimor community development north of Eagle. Idaho Novus Classical Academy (INCA) will open in August of 2024 and initially serve 378 students in grades K-6. One grade will be added in each subsequent year until INCA is a K-12 school serving 702 students. The school will operate as an American Classical School utilizing the curriculum developed by the Hillsdale College Office of K-12 Education. The mission of Idaho Novus Classical Academy is to train the minds and improve the hearts of students through a classical, content-rich curriculum that emphasizes virtuous living, traditional learning, and civic responsibility.

Following a thorough review of attendance boundaries, we determined that our primary attendance zone intersects with your school district. A copy of the petition is included alongside this letter for your review. Our intent is to submit a petition to the Idaho Public Charter School Commission exactly four weeks following the date of this letter. I will gladly discuss the petition with you and answer any questions you might have. You can reach me directly at vkane@idahonovus.org. I would be grateful for an expedited response, if possible.

Respectfully,

Dr. Vincent J. Kane
Founding Principal



IDAHO NOVUS CLASSICAL ACADEMY

VIRTUES • KNOWLEDGE • LIBERTY

Dr. Vincent J. Kane
Idaho Novus Classical Academy
Avimor Community Office
18815 N. Streams Edge Way
Boise, Idaho 83714

August 10th, 2022

Superintendent Derek Bub
West Ada School District
1303 East Central Drive
Meridian, ID 83642

Dear Dr. Bub,

I am writing to inform you of a planned charter school in the Avimor community development north of Eagle. Idaho Novus Classical Academy (INCA) will open in August of 2024 and initially serve 378 students in grades K-6. One grade will be added in each subsequent year until INCA is a K-12 school serving 702 students. The school will operate as an American Classical School utilizing the curriculum developed by the Hillsdale College Office of K-12 Education. The mission of Idaho Novus Classical Academy is to train the minds and improve the hearts of students through a classical, content-rich curriculum that emphasizes virtuous living, traditional learning, and civic responsibility.

Following a thorough review of attendance boundaries, we determined that our primary attendance zone intersects with your school district. A copy of the petition is included alongside this letter for your review. Our intent is to submit a petition to the Idaho Public Charter School Commission exactly four weeks following the date of this letter. I will gladly discuss the petition with you and answer any questions you might have. You can reach me directly at vkane@idahonovus.org. I would be grateful for an expedited response, if possible.

Respectfully,

Dr. Vincent J. Kane
Founding Principal



IDAHO NOVUS CLASSICAL ACADEMY

VIRTUES • KNOWLEDGE • LIBERTY

Dr. Vincent J. Kane
Idaho Novus Classical Academy
Avimor Community Office
18815 N. Streams Edge Way
Boise, Idaho 83714

August 10th, 2022

Head of School Andy Horning
North Star Charter School
839 N. Linder Road
Eagle, ID 83616

Dear Mr. Horning,

I am writing to inform you of a planned charter school in the Avimor community development north of Eagle. Idaho Novus Classical Academy (INCA) will open in August of 2024 and initially serve 378 students in grades K-6. One grade will be added in each subsequent year until INCA is a K-12 school serving 702 students. The school will operate as an American Classical School utilizing the curriculum developed by the Hillsdale College Office of K-12 Education. The mission of Idaho Novus Classical Academy is to train the minds and improve the hearts of students through a classical, content-rich curriculum that emphasizes virtuous living, traditional learning, and civic responsibility.

Following a thorough review of attendance boundaries, we determined that our primary attendance zone intersects with your charter school. A copy of the petition is included alongside this letter for your records. Our intent is to submit a petition to the Idaho Public Charter School Commission exactly four weeks following the date of this letter. I will gladly discuss the petition with you and answer any questions you might have. You can reach me directly at vkane@idahonovus.org. The intent of this letter is to ensure that you are aware of our school development process.

Respectfully,

Dr. Vincent J. Kane
Founding Principal

APPENDIX SERIES H: ADDITIONAL DOCUMENTS



August 29, 2021

To whom it may concern,

I wanted to express how excited we at Avimor are to be considered for an Idaho Novus Classical Academy. For years I have been a faithful follower of the Hillsdale College Imprimis and when I learned about the charter schools planned for Idaho with the connection to Hillsdale College I knew they would be a great fit for Avimor.

Avimor is a community that will be built out over the next 3 decades. We are located on 23,000 acres in a rural area with land in 3 counties, Ada, Boise and Gem County. I was raised in a small town and received an education much like what INCA will be bringing to Avimor. The classical education and the values which are important to INCA are shared values with us at Avimor. Our offer of the land for the school would not be one we would offer to any charter school. We believe the education provided by INCA to be a significant benefit to our community and as such are proud to contribute the land for this school.

As I studied the mission of INCA it became apparent we shared the same vision for educating our kids. Since the Treasure Valley Classical Academy at Fruitland was opened I have had several residents ask if such a school could be built at Avimor. Hopefully INCA is successful in their application process so I can report to our residents that soon we will have a school similar to the Fruitland School.

Sincerely,

Dan Richter – Managing Partner
Avimor Planned Community

18454 No. McLeod Way, Boise ID 83714



Tel: 208.939.0343 • Fax: 208.939.9972

HILLSDALE COLLEGE
K-12 Curriculum Overview
An American Classical Education

	Grammar School (K-6)							Upper School (7-12)						
	ELEMENTARY SCHOOL K-6						MIDDLE SCHOOL 6TH-8TH GRADE			HIGH SCHOOL 9TH-12TH GRADE				
	Kindergarten	1	2	3	4	5	6	7	8	9	10	11	12	
MATH	Singapore Math Dimensions								Algebra I		Geometry	Algebra II	Trigonometry/ Pre-Calculus	Calculus
SCIENCE	Life, Physical, & Earth Science							Intro to Life & Chemical Sciences	Conceptual Physics	Biology	Chemistry	Physics or Other Advanced Science	Astronomy or Other Advanced Science	
LITERATURE	Classic Children's Literature, Sayings & Phrases, Poetry							Classic Literature & Poetry		Ancient Literature	Medieval & British Literature	American Literature	Modern Literature	
HISTORY & CIVICS	American History & Geography, Memorization & Recitation of American Documents							America to 1877	America 1877–Present	Ancient World to 500	Europe 500–1815	America 1607–Present	Modern World 1815–Present	
	World History & Geography										Economics	Moral & Political Philosophy	American Government	
											Intro to Moral & Political Philosophy			
READING, WRITING, & SPEAKING	Writing, Spelling, & Reading Literacy Essentials: Phonics			Grammar & Composition					Logic & Rhetoric	Elective		Senior Thesis		
FOREIGN LANGUAGES	French, Spanish, or German				Greek & Latin Roots		Latin Ia	Latin Ib	Latin II	Latin III	Advanced Latin or Other Foreign Language Elective			
FINE ARTS	Fine Arts (Art & Music History, Art & Music Appreciation, Studio Art, Music Theory)									Physical Education, Fine Arts, or Other Electives				
PHYSICAL EDUCATION	Physical Education													

* Newer schools may choose to offer composition instead of formal logic
 ** Recommended course of study

Updated 3/23

Kindergarten

Year at a Glance

	AUGUST & SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
LITERACY Literacy Essentials	Weeks 1-6	Weeks 7-10	Weeks 11-14	Weeks 15-16	Weeks 17-20	Weeks 21-24	Weeks 25-28	Weeks 29-32	Weeks 33-36
LITERATURE Include ~5 poems each month	Three Billy Goats Goldilocks Three Little Pigs	The Wolf and the Seven Little Kids Aesop's Fables	Red Riding Hood King Midas Beatrix Potter	The Velveteen Rabbit	The Legend of Jumping Mouse How Many Spots? Tug-of-War	Snow White Cinderella Casey Jones	Momotaro Bremen Town Musicians Chicken Little	Little Red Hen Ugly Duckling American Tall Tales	Winnie-the-Pooh
HISTORY & GEOGRAPHY	Basic Geography and Maps Seven Continents	Native Americans Past and Present	Columbus Pilgrims	George Washington	July 4 Thomas Jefferson	Abraham Lincoln	American Flag White House	Theodore Roosevelt Statue of Liberty	Mount Rushmore Current President
MATH Dimensions KA & KB	Chapters 1-2 Begin KA	Chapters 3-4	Chapters 4-5	Chapter 6	Chapters 7-8 Begin KB	Chapters 9-10	Chapters 10-11	Chapters 12-13	Chapter 14
SCIENCE	Meteorology: Weather Wilson Bentley	Meteorology: Weather Forecasting Abbe Cleveland	Forces: Pushes and Pulls Collisions Isaac Newton	Forces: Ramps, Magnetic Force Wright Brothers	Plants and Animals: Plant and Animal Needs Jane Goodall	Plants and Animals: Interconnectedness of Plants, Animals, and the Environment George Washington Carver	Plants and Animals: Changing Environment	Human Systems: Five Senses	Human Systems: Taking Care of Your Body
ART	Color	Color	Line	Line	Sculpture	Bruegel Cassatt	Homer	Rivera	Tanner
MUSIC Include 2 songs each month	Instruments	Instruments Introduction to Orchestra	Peer Gynt Elements Tempo	March of Siamese Elements Dynamics	March of the Toys Elements Steady Beat	Carnival of the Animals	Elements High & Low	Rhythm Notation	Rhythm Notation Review of elements

Copyright ©2022 Hillsdale College. All Rights Reserved.

Grade 1

Year at a Glance

	AUGUST & SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
LITERACY Literacy Essentials	Weeks 1-4 Review, List A Begin Primary Phonics	Lists B & C	Lists D & E Begin McCall Harby	Lists F & G	List H Complete Primary Phonics	Lists I & J Begin Uncontrolled Readers	Lists K & L	Lists M & N	List O
LITERATURE Include 2-3 poems each month	Frog Prince Hansel and Gretel Thumbelina (& variations)	Cinderella (& variations) Jack and the Beanstalk Pied Piper	Pinocchio	Princess and the Pea Rapunzel Tale of Peter Rabbit	Aesop's Fables Puss-in-Boots Br'er Rabbit	Rumpelstiltskin Sleeping Beauty The Little Hero of Holland	House at Pooh Corner	Why the Owl Has Big Eyes Lon Po Po/ Little Red Riding Hood	The Little Half-Chick All Stories Are Anansi's The Crowded, Noisy House
HISTORY & GEOGRAPHY	Basic Geography and Maps Mesopotamia	Ancient Egypt Judaism	Christianity	Islam	First Americans Maya, Aztec, Inca Modern Mexico	Early Exploration and Settlement	Thirteen Colonies American Revolution	American Revolution	Exploration of the American West
MATH Dimensions 1A & 1B	Chapters 1-3 Begin 1A	Chapters 4-5	Chapters 6-8	Chapters 8-9	Chapters 10-12 Begin 1B	Chapters 13-14	Chapters 15-16	Chapter 17	Chapters 18-19
SCIENCE	Astronomy: Solar System	Astronomy: Solar System Galileo	Sound and Light	Sound and Light Communication Using Light and Sound Gordon Gould	Organisms and Their Needs: Structures and Functions	Organisms and Their Needs: Structures and Functions Jacques Cousteau	Organisms and Their Needs: Inheritance of Traits	Human Body: Body Systems Overview	Human Body: Taking Care of Your Body Edward Jenner Louis Pasteur
ART		Art from long ago	Color	Line	Shape	Texture	Portrait	Still Life	
MUSIC Include 2 songs each month	Basic Elements	Basic Notation	Composers Mozart	Orchestra Prokofiev	Opera	Instrumental Music	Ballet	Jazz	Review notation, elements

Copyright ©2022 Hillsdale College. All Rights Reserved.

Grade 2

Year at a Glance

	AUGUST & SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
LITERACY Literacy Essentials	Weeks 1-2 Review McCall Crabb List 2A Begin Uncontrolled Readers	Lists 2B & 2C	Lists 2D & 2E	Lists 2F & 2G	List 2H	Lists 2I & 2J	Lists 2K & 2L	Lists 2M & 2N	List 2O
LITERATURE Include 2-3 poems each month	Charlotte's Web	Magic Paintbrush Fisherman and His Wife Beauty and the Beast	Greek Mythology	Tongue-Cut Sparrow Christmas Carol How the Camel Got His Hump	Peter Pan	Iktomi Stories Tall Tales Talk	Sign of the Beaver	Emperor's New Clothes	El Pajaro Cu Tiger, Brahman, & Jackal
HISTORY & GEOGRAPHY	Basic Geography and Maps Ancient India	Ancient China Modern Japan	Ancient Greece	Ancient Greece	Constitution War of 1812	Geography of the Americas Westward Expansion	Civil War	Civil War	Immigration and Citizenship
MATH Dimensions 2A & 2B	Chapters 1-2 Begin 2A	Chapters 3-4	Chapters 5-6	Chapter 7	Chapter 8 Begin 2B	Chapters 9-10	Chapters 11-12	Chapters 13-14	Chapter 15
SCIENCE	Geology: Earth Features	Geology: Earth Formation Marie Tharp	Matter: Classifying Matter	Matter: Combining Matter Dmitri Mendeleev	Electricity	Magnetism Magnetism and Electricity	Habitats and Plant Review Jean-Henri Fabre John James Audubon	Human Systems: Cells Digestive and Excretory Systems Anton van Leeuwenhoek	Human Systems: Taking Care of Your Body Florence Nightingale Daniel Hale Williams
ART	Lines	Architecture	Architecture	Sculpture	Landscapes	Landscapes	Abstract Art	Abstract Art	
MUSIC Include 2 songs each month	Basic Notation	Basic Elements	String Instruments Carnival of the Animals	Vivaldi	Percussion Instruments Toccata for Percussion	Keyboard Instruments Sonata K. 331	Beethoven Spring Song	Bach	Review notation, elements

Copyright ©2022 Hillsdale College. All Rights Reserved.

Grade 3

Year at a Glance

	AUGUST & SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
LITERACY Literacy Essentials	Weeks 1-2 Review Lists for Weeks 1-4	Lists for weeks 5-8	List for weeks 9-12	Lists for weeks 13-16	Lists for weeks 17-20	List for weeks 21-24	List for weeks 25-28	List for weeks 29-32	List for weeks 33-36
LITERATURE Include 2-3 poems each month	Arabian Nights Black Beauty	Black Beauty Greek and Roman Mythology	Norse Mythology The Princess and the Goblin	The Princess and the Goblin	The Hunting of the Great Bear Farmer Boy	Farmer Boy	Gone is Gone The People Could Fly	Three Words of Wisdom William Tell The Little Match Girl	The Jungle Book
GRAMMAR Well-Ordered Language 1A & 1B	Parts of Speech Kinds of Sentences	Principal Elements Adverbs	Adjectives Direct Objects	Subject Pronouns Interrogative Sentences	Object Pronouns Pronoun Review	Prepositional Phrases-Adverbial Introductory Prepositional Phrases	Compound Subjects Compound Verbs	Compound Verbs Compound Direct Objects	Punctuation & Review
COMPOSITION Structure and Style for Students 1A	Notemaking and Outlining Writing from Notes	Writing from Notes	Retelling Narrative Stories	Summarizing a Reference	Summarizing a Reference	Writing from Pictures	Writing from Pictures Summarizing Multiple References	Summarizing Multiple References	Inventive Writing
HISTORY & GEOGRAPHY	Rivers of the World Ancient Rome	Ancient Rome	Ancient Rome	Vikings Canadian Geography	Native Peoples of North America	Exploration	Southern Colonies	New England Colonies	Middle Atlantic Colonies
MATH Dimensions 3A & 3B	Chapters 1-2 Begin 3A	Chapters 3-5	Chapters 6-7	Chapters 8	Chapters 9-10 Begin 3B	Chapters 11-12	Chapters 13-14	Chapters 15-16	Chapters 17
SCIENCE	Meteorology: Weather, Climate, Layers of the Atmosphere Evangelista Torricelli	Meteorology: Water Cycle, Clouds, Wind, Weather-Related Natural Hazards Benjamin Franklin Mary Anderson Joanne Simpson	Forces Elijah McCoy	Forces Classification of Animals	Social Instincts in Animals Ecology John Muir	Life Cycles Traits Gregor Mendel	Fossils	Human Body: Muscular System Skeletal System	Human Body: Nervous System
ART	Balance and Symmetry	Ancient Rome	Ancient Rome	Byzantium	American Indian Art	Light	Space	Design	Design
MUSIC Include 2 songs each month	Elements Orchestra Review	Scheherzade Prelude	The planets	Tchaikovsky	Native American Music William Tell	Souza & Copland	Gershwin, Cohan, & Bernstein	Notation	Review notation and elements

Copyright ©2022 Hillsdale College. All Rights Reserved.

Grade 4

Year at a Glance

	AUGUST & SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
LITERACY	Intro of Roots 3 roots & 10 spelling/vocab words per week	3 roots & 10 spelling/vocab words per week	3 roots & 10 spelling/vocab words per week	3 roots & 10 spelling/vocab words per week	3 roots & 10 spelling/vocab words per week	3 roots & 10 spelling/vocab words per week	3 roots & 10 spelling/vocab words per week	3 roots & 10 spelling/vocab words per week	3 roots & 10 spelling/vocab words per week
LITERATURE Include ~2 poems each month	Wonderful Chuang Brocade Treasure Island	Treasure Island King Arthur	King Arthur Saint George & the Dragon Robin Hood	Robin Hood Fire on the Mountain	Johnny Tremain	Johnny Tremain	Anne of Green Gables	Anne of Green Gables	Rip Van Winkle Sleepy Hollow
GRAMMAR Well-Ordered Language 2A & 2B	Principal Elements Diagramming Adverbs	Adverbs Adjectives	Predicate Verbs Direct Objects Predicate Nominative	Predicate Adjectives Predicate Review Possessive Nouns	Prepositional Phrases Compound Elements	Subject Pronouns Object Pronouns	Possessive Pronouns Interrogative Pronouns	Compound Sentences	Relative Pronouns Relative Clauses
COMPOSITION Structure and Style 2A	Notemaking and Outlines Writing from Notes	Retelling Narrative Stories	Summarizing a Reference	Writing from Pictures	Writing from Pictures	Summarizing Multiple References	Inventive Writing	Formal Essay Models	Formal Critique
HISTORY & GEOGRAPHY	Mountains China Europe in the Middle Ages	Europe in the Middle Ages	Islam Crusades	Early & Medieval African Kingdoms	American Revolution	Making a Constitutional Government	Washington Adams Jefferson	Jeffersonian America	Andrew Jackson
MATH Dimensions 4A & 4B	Chapters 1-5 Begin 4A	Chapters 5-7	Chapters 7-8	Chapters 9	Chapters 10 Begin 4B	Chapters 11-12	Chapters 13-14	Chapters 15-16	Chapter 17
SCIENCE	Geology: Fossils, Weathering & Erosion, Rock Cycle	Geology: Plate Tectonics, Natural Hazards, Geographic Maps James Hutton	Natural Resources	Energy	Electricity & Magnetism Thomas Edison Lewis Latimer Michael Faraday	Waves Alexander Graham Bell	Structures and Functions in Organisms	Visual System Auditory System Louis Braille	Circulatory System Respiratory System Charles Drew Elizabeth Blackwell
ART	Ancient China	Medieval Europe	Islamic Art and Architecture	Africa	Late 18th-century United States	Late 18th-century United States	Monticello	Georgian Architecture	
MUSIC	Orchestra Review 2 songs	Keyboard instruments 2 songs	Music of the Middle Ages 2 songs	Music of the Middle Ages 1 song	Vocal Ranges Elements	Elements Notation	W. A. Mozart Haydn 2 Songs	Handel 1 song	Review Notation, elements, ranges

Copyright ©2022 Hillsdale College. All Rights Reserved.

Grade 5

Year at a Glance

	AUGUST & SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
LITERACY	Root words review 3 roots & 10 spelling/ vocab words per week	3 roots & 10 spelling/ vocab words per week	3 roots & 10 spelling/ vocab words per week	3 roots & 10 spelling/ vocab words per week	3 roots & 10 spelling/ vocab words per week	3 roots & 10 spelling/ vocab words per week	3 roots & 10 spelling/ vocab words per week	3 roots & 10 spelling/ vocab words per week	3 roots & 10 spelling/ vocab words per week
LITERATURE Include ≈3 poems each month	Secret Garden	Secret Garden Tales from Shakespeare	Wind in the Willows	Wind in the Willows The Samurai's Daughter	Adventures of Tom Sawyer	Adventures of Tom Sawyer Frederick Douglass	Frederick Douglass	Alice in Wonderland	Sherlock Holmes Coyote Goes to the Land of the Dead The Sun Dance
GRAMMAR Well-Ordered Language 3A & 3B	Four Kinds of Sentences Adverbs & Adjectives	Predicate Verbs, Nominatives & Adjectives Personal Pronouns	Sensory Linking Verbs Prepositional Phrases	Indirect Objects	Interrogative Pronouns Relative Clauses	Adverbial Elements Adverbial Clauses	Reflexive Pronouns Participles	Gerunds Infinitives Review Verbals	Types of Sentences
COMPOSITION Structure and Style for Students 2A	Note Making and Outlines Writing from Notes	Retelling Narrative Stories	Summarizing a Reference	Writing from Pictures	Writing from Pictures	Summarizing Multiple References	Inventive Writing	Formal Essay Models	Formal Critique
HISTORY & GEOGRAPHY	Lakes Renaissance	Early American Civilizations European Exploration	Reformation England from Henry VIII to William & Mary	Russia Feudal Japan	Antebellum America	Civil War	Civil War	Reconstruction	Westward Expansion after 1860 Native Americans
MATH Dimensions 5A & 5B	Chapters 1-4 Begin 5A	Chapters 4-6	Chapters 6-7	Chapter 8	Chapters 9 Begin 5B	Chapters 9-11	Chapters 11-13	Chapters 13-14	Chapter 15
SCIENCE	Astronomy Edmund Halley	Astronomy Astronaut Biographies	Major Earth systems Conservation of Earth's Spheres	Chemistry: Matter, States of Matter	Chemistry: Conservation of Matter, Properties of Matter, Mixtures, Solutions, Chemical Reactions John Dalton	Ecology Jan van Helmont	Classification of Organisms Carl Linneaus	Reproduction: Life Cycles Plants Animals	Endocrine System Reproductive System Percy Lavon Julian
ART	Renaissance Art	Renaissance Art/ Sculpture	Renaissance Art/ Sculpture	Art of Japan	19th-Century American Art	19th-Century American Art	19th-Century American Art	19th-Century American Art	
MUSIC	Orchestra Elements	Renaissance Music	Renaissance: Dona Nobis Pacem	Songs: Sakura and Hava Nagilah Beethoven	Mussorgsky	Music of the Civil War	Spirituals	Notation	Notation

Copyright ©2022 Hillsdale College. All Rights Reserved.

Grade 6

Year at a Glance

	AUGUST & SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
LITERATURE Include ≈2 poems each month	Classical Mythology	Children's Homer	Children's Homer Prince and the Pauper	Prince and the Pauper	Scarlet Pimpernel	Scarlet Pimpernel	Count of Monte Cristo	Count of Monte Cristo	Count of Monte Cristo
GRAMMAR Well-Ordered Language 4A & 4B	Principal Elements, Adverbs & Adjectives Predicate Verbs, Predicate Nominatives, and Predicate Adjectives	Prepositional Phrases Personal Pronouns	Indirect Objects Interrogative Pronouns and Interrogative Adverbs	Relative Clauses with Relative Pronouns and Relative Adverbs Appositives	Reflexive Pronouns & Intensive Pronouns	Adverbial Causes & Phrases Indefinite Pronouns	Participial Phrases Gerund Phrases	Infinitive Phrases Verbal Phrase Review	Noun Clauses
COMPOSITION Structure and Style for Students 2B	Notemaking and Outlines Writing from Notes	Retelling Narrative Stories	Summarizing a Reference	Writing from Pictures	Writing from Pictures	Summarizing Multiple References	Inventive Writing	Formal Essay Models	Formal Critique
HISTORY & GEOGRAPHY	Deserts Judaism & Christianity	Ancient Greece	Ancient Rome	Ancient Rome Enlightenment	French Revolution	Romanticism Industrialism	Capitalism & Socialism	Immigration Industrialization & Urbanization	Reformers Latin America
MATH Dimensions 6A & 6B	Chapters 1-2 Begin 6A	Chapters 2-3	Chapters 4-5	Chapters 6-7	Chapter 8 Begin 6B	Chapters 11-12	Chapters 12-13	Chapter 9	Chapter 10
SCIENCE	Plate Tectonics Alfred Wegener	Energy Marie Curie	Heat & Heat Transfer	Energy Transfer Lewis Latimer James P. Joule	Astronomy Isaac Newton	Human Body: Circulatory & Lymphatic Systems	Immune System & Diseases Alexander Fleming	Oceans	Oceans
ART	Classical	Gothic	Renaissance	Baroque	Rococo	Neoclassical	Romantic	Realism	
MUSIC	Orchestra Elements	Elements	Baroque Vivaldi	Handel & Bach	Classical: Haydn & Mozart	Classical: Rossini Beethoven	Early Romantic: Schubert Beethoven	Schubert	Notation & Theory
LATIN Wheelock's	Introduction Chapter 1	Chapter 1	Chapter 2	Chapter 3	Chapter 4	Chapter 5	Chapter 6	Chapter 7	Chapter 8

Copyright ©2022 Hillsdale College. All Rights Reserved.

Grade 7

Year at a Glance

	AUGUST & SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
LITERATURE Include ≈2 poems each month	Fahrenheit 451	Fahrenheit 451 Cyrano de Bergerac	Cyrano de Bergerac Christmas Carol	Christmas Carol	Call of the Wild	Call of the Wild	Romeo & Juliet	Romeo & Juliet Short Stories	Dr. Jekyll & Mr. Hyde
GRAMMAR Get Smart	Principal Elements of the Sentence Lessons 1-4	Pronouns Adjectives Lessons 5-8	Adverbs Prepositional Phrases Transitive Verbs Lessons 9-12	Coordinating Conjunctions Lessons 13-17	Indirect Objects Intransitive Verbs Passive Verbs Lessons 18-21	Linking Verbs Noun Jobs Clauses Lessons 22-26	Clauses Lessons 27-30	Gerunds Participles Lessons 31-34	Infinitives Review Lessons 35-37
COMPOSITION Structure and Style for Students 3B	Notemaking and Outlines Writing from Notes	Retelling Narrative Stories	Summarizing a Reference	Writing from Pictures	Writing from Pictures	Summarizing Multiple References	Inventive Writing	Formal Essay Models	Formal Critique
HISTORY & GEOGRAPHY	Exploration and Colonization	American Revolution	U.S. Constitution	U.S. Constitution	Early Republic	Antebellum Era	Abraham Lincoln	Civil War	Civil War and Reconstruction
MATH Dimensions 7A & 7B	Chapters 1-2 Begin 7A	Chapters 3-4	Chapters 5-6	Chapters 7-8	Chapters 9-10 Begin 7B	Chapters 11-12	Chapters 13-14	Chapters 15-16	Chapter 17 and Review
SCIENCE	Review Scientific Method Atomic Structure Niels Bohr Dmitri Mendeleev	Atomic Structure Antoine Lavoisier	Chemical Bonds and Reactions Lise Meitner	Chemical Bonds and Reactions	Chemistry of Food and Respiration	Chemistry of Food and Respiration Dorothy Hodgkin	Cell Division and Genetics	Cell Division and Genetics Gregor Mendel History of Earth and Life Forms	Evolution Charles Darwin
ART	Impressionism	Impressionism	Post-Impressionism	Post-Impressionism	Art Nouveau	Expressionism & Abstraction	Expressionism & Abstraction	Modern American Painting	Modern American Painting
MUSIC	Elements: Orchestra	Elements: Orchestra	Beethoven Paggini Chopin	Romantic: Schuman Brahms & Liszt	Romantic: Berlioz Vergj	Romantic: Wagner	Nationalism: Grieg & Tchaikovsky Dvorak	Blues & Jazz Ragtime	Jazz & Fusion
LATIN Wheelock's	Review	Chapter 9	Chapter 10	Chapter 11	Chapter 12	Chapter 13	Chapter 14	Chapters 15-16	Chapter 17

Copyright ©2022 Hillsdale College. All Rights Reserved.

Grade 8

Year at a Glance

	AUGUST & SEPTEMBER	OCTOBER	NOVEMBER	DECEMBER	JANUARY	FEBRUARY	MARCH	APRIL	MAY
LITERATURE	To Kill a Mockingbird	To Kill a Mockingbird	Lord of the Flies	Lord of the Flies	Robinson Crusoe	Robinson Crusoe	Short Stories Much Ado About Nothing	Much Ado About Nothing	Poetry
GRAMMAR Stay Smart	Review: Parts of Speech Phrases	Review: Clauses Verbals	Diagramming Sentences 1-27	Diagramming Sentences 28-55	Diagramming Sentences 56-83	Diagramming Sentences 84-111	Diagramming Sentences 112-139	Diagramming Sentences 140-167	Diagramming Sentences 168-188
COMPOSITION Structure and Style for Students 1C	Notemaking and Outlines Writing from Notes	Retelling Narrative Stories	Summarizing a Reference	Writing from Pictures	Writing from Pictures	Summarizing Multiple References	Inventive Writing	Formal Essay Models	Formal Critique
HISTORY & GEOGRAPHY	The Gilded Age Progressivism Toward the Great War	World War I The Roaring Twenties	The Great Depression Rise of Totalitarianism World War II	World War II	The Start of the Cold War	Cultural changes and Activism The 1960s	The 1960s The 1970s	The 1980s The 1990s	The 2000s The 2010s
MATH Weeks & Adkins	Chapters 1-2	Chapters 3-4	Chapters 5-6	Chapter 7	Chapter 8	Chapter 9-10	Chapters 11-12	Chapters 13-14	Review
SCIENCE	Review scientific method and metric system Motion	Forces	Density and Buoyancy	Work, Energy, Power Albert Einstein	Work, Energy, Power Sound	Sound Electromagnetic Radiation and Light	Light Charles Steinmetz	Electricity Nikola Tesla Benjamin Franklin	Magnetism James Maxwell
ART	Painting since WWII	Painting since WWII	Photography	Photography	20th Century Sculpture	20th Century Sculpture	Architecture since the Industrial Revolution	Architecture since the Industrial Revolution	Review
MUSIC	Music Theory Review: Rhythm & Melody Orchestra	Nationalism: Sibelius & Bartok	Nationalism: Rodrigo & Ravel	Nationalism: Vaughn Williams Copland	Moderns: Debussy & Stravinsky	Musical Theater: Gilbert & Sullivan Vaudeville Revues	Musical Theater: Gershwin, Berlin, Cohan	Musical Theater: Porter, Kern Rogers & Hammerstein	Musical Theater: Bernstein & Sondheim
LATIN Wheelock's	Review Chapter 18	Chapters 19-20	Chapter 21	Chapter 22	Chapter 23	Chapter 24	Chapter 25	Chapter 26	Chapter 27

Copyright ©2022 Hillsdale College. All Rights Reserved.

March 15, 2021

Idaho Novus Classical Academy
Ruth David
[REDACTED]

Re: Letter of Intent Regarding Idaho Novus Classical Academy and Hillsdale

Dear Mrs. Ruth David,

This Letter of Intent (the "Letter") summarizes the principal terms and conditions that shall govern the relationship between Hillsdale College and its K-12 Education department (collectively, "Hillsdale") and Idaho Novus Classical Academy ("Institution"). in connection with Hillsdale's evaluation of Institution's school for a potential affiliation between the two parties (the "Application Evaluation Process"). Both Institution and Hillsdale are referenced herein individually, as a "party" and collectively, as the "parties."

In consideration of Institution having submitted an Application to Commence a Relationship with Hillsdale (the "Application") to Hillsdale and Hillsdale's review of the Application in connection with the Application Evaluation Process, the parties intending to be legally bound agree as follows:

1. Term. The Term of this Letter shall commence on the date of this Letter (the "Effective Date") and shall continue until the earlier of: (a) eighteen (18) months after the Effective Date, or (b) the date on which Institution officially employs a headmaster, principal, or a similar position having responsibility for managing daily operations at the school ("Head of School"); provided however, that upon request by Institution, Hillsdale shall have the option, in its sole and absolute discretion, to extend the Term of this Letter, in writing, and for such additional periods of time as Hillsdale deems appropriate (the "Term").

2. Requirements of Institution.

a. *Phase I Gateways* – By the end of the first six (6) months after the Effective Date or fifteen (15) months prior to the anticipated commencement of the Institution's school's first academic year, whichever comes sooner, and as a condition of receiving Hillsdale's ongoing support as outlined in Section 3, Institution, including those involved in its founding and creation of the school (the "Group"), shall complete all of the Phase I tasks in Exhibit A to this Letter, which is attached hereto and incorporated herein.

b. *Phase II Gateways* – By no later than the end of the first twelve (12) months after the Effective Date or twelve (12) months prior to the anticipated commencement of the

Institution's school's first academic year, whichever comes sooner, and as a condition of receiving Hillsdale's consideration for acceptance into Hillsdale's certification program, Institution and Group, as applicable shall complete all the Phase II tasks in Exhibit A to this Letter.

c. *Cooperation with Hillsdale* – In connection with the Application Evaluation Process and during the Term of this Letter, Institution shall make the appropriate persons available, upon request by Hillsdale, to address any questions, participate in any interviews, and to meet during any Hillsdale site visits to Institution's site for the school, as may be reasonably requested by Hillsdale representatives. Institution acknowledges and agrees that all information and statements provided to Hillsdale in accordance with this Letter shall be current, complete, and accurate and that Institution will promptly inform Hillsdale of any material changes to any information provided or statements as part of the Application Evaluation Process.

d. *Diligence Concerning Authorizer Requests* – During the Term of this Letter, Institution shall act diligently to ensure timely responses to questions and requests for information from the applicable state authorizer for the school to ensure the best chance towards the school opening under the time frames contemplated under this Letter.

e. *Hillsdale's Right to Delay and Require a Remediation Plan* – Under circumstances where, in Hillsdale's sole discretion, Institution is not reasonably accomplishing the tasks within the time limits set forth in Sections 2(a) or (b), Hillsdale shall have the option to (i) recommend that Institution delay their opening and operation of the school for an additional year, or (ii) require Institution to create and submit a remediation plan to Hillsdale regarding how Institution proposes to accomplish the delinquent tasks. Where the Institution agrees to delay the opening, the terms and conditions of any subsequent agreement or renewal regarding the terms of support will be addressed by a separate document or letter of understanding. In the event that Institution repeatedly fails to accomplish the tasks within the time limits set forth in Sections 2(a) or 2(b), or a remediation plan, Hillsdale shall have the right to call Institution in material breach and to terminate this Letter without any additional obligation to Institution and School.

3. Hillsdale's Support Services. During the Term of this Letter, Hillsdale shall provide Institution with the following assistance services as it relates to the school (collectively, the "Services"):

a. *Access to Licensed Training Materials* – Hillsdale shall provide Institution with a limited License, as set forth in Section 5 of this Letter, for temporary access to certain materials and curricula for classical charter school education grades K-12, including, without limitation, a Scope and sequence guide, exemplar materials, a program guide for each grade of K-12 and associated bill of materials, and other materials which Hillsdale, at its sole discretion, may provide (collectively, the "Licensed Training Materials") for use at the school especially in its initial start-up efforts and charter authorization application, if applicable. For the avoidance of doubt, the Licensed Training Materials under this Letter does not include access to or copies of any auxiliary materials or resources and other copyrighted material or trade secrets that might be referenced in or that may accompany either the program guide or bill of materials otherwise reserved for fully licensed users under the terms and conditions of a separate Curriculum Support Agreement.

b. *Information and Guidance Concerning Certain School Documents* – Hillsdale shall provide Institution with assistance, including information and guidance, concerning the creation of Institution's bylaws, completing and filing IRS Form 1023 to obtain 501(c)(3) status for school, and in connection with Institution's application to the applicable state authorizer for the school.

c. *Vetting Head of School Candidates* – Hillsdale shall provide its assistance to Institution as part of the hiring process for the Head of School, which shall include interviewing candidates being considered for hire by Institution and providing the school's governing board (if different from Institution) with a recommendation regarding the hire of the position. Institution's decision on a Head of School has a direct impact on Hillsdale's future relationship and affiliation with Institution and the school.

d. INSTITUTION ACKNOWLEDGES AND AGREES THAT THE LICENSED TRAINING MATERIALS AND SERVICES PROVIDED HEREUNDER ARE PROVIDED "AS IS", WITH NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS OR ANY IMPLIED WARRANTY ARISING FROM STATUTE, COURSE OF DEALING, COURSE OF PERFORMANCE, OR USAGE OF TRADE. HILLSDALE HAS NO DUTY TO INDEMNIFY INSTITUTION AND/OR SCHOOL HEREUNDER.

4. Publicity. For the duration of this Agreement, Institution may represent to third parties, in connection with the completion of the Institution's charter for the school and in communications with the applicable state authorizer, that Institution has executed a Letter of Intent to explore an affiliation with Hillsdale College's K-12 Education initiatives. Institution shall not have any other right to use the names or logos of Hillsdale College. Upon expiration or termination of this Letter, Institution's rights under this Section 4 shall also immediately terminate and Institution shall not use Hillsdale College's name in any manner, except as may be mutually agreed upon by the parties in writing.

5. License to Access Licensed Works; Ownership. Subject to the terms and conditions of this Letter, Hillsdale hereby grants to Institution for limited use at the one school contemplated herein, a non-exclusive, nontransferable, revocable license and right to use, access, and reproduce the Licensed Training Materials on the approved mediums for strictly educational and non-commercial purposes and strictly within the Institution contemplated by this Letter for the purposes of its completion of the Application Evaluation Process. The Licensed Training Materials and all related content created, purchased or otherwise belonging to or provided by Hillsdale are the sole and exclusive property of Hillsdale, and are protected by this Letter, as well as various state, federal and foreign intellectual property rights, including copyright laws and international copyright treaties and trademark laws. Institution may not download, transmit, copy, store, publish or distribute the Licensed Training Materials in any form or by any means, to any other entity, organization or school. By agreeing to the terms and conditions of this Letter, Institution shall not become the owner of the Licensed Training Materials but is entitled to use the Licensed Training Materials for educational and non-commercial means as specifically permitted according to the terms of this Letter. Institution may not alter or attempt to alter or modify any part of the Licensed

Training Materials or the information contained therein. Institution agrees that they may not remove any Hillsdale credit or attribution, including attribution to any Hillsdale or other authors. Institution may not provide supplemental materials to the Licensed Training Materials without language making clear that such material is not part of the original Licensed Training Materials supplied by Hillsdale.

6. Confidentiality.

a. *Licensed Training Materials* – Institution acknowledges that the Licensed Training Materials and their contents are confidential and proprietary to Hillsdale, that the information contained therein is of significant value, and that its unlawful copying and/or disclosure to others may cause irreparable harm to Hillsdale. Hillsdale designates and protects its Licensed Training Materials, curricula and other trade secrets as confidential and proprietary. Institution shall not disseminate these confidential and proprietary materials to any individual or entity without the express written permission of Hillsdale. Hillsdale has and will continue to take appropriate measures and actions to prevent these confidential and proprietary materials from becoming available to persons other than those approved by Hillsdale to have access to such materials. Except as specifically provided herein, Institution hereby agrees and covenants that, during and after the Term, Institution will maintain confidentiality of such materials and will not, directly or indirectly, in one or a series of transactions, disclose to any individual, sole proprietorship, partnership, corporation, limited liability company, unincorporated society, trust or other entity (each a "Person") outside of Institution organization for the school, or use or otherwise exploit the Licensed Training Materials for Institution's own benefit or for the benefit of any Person other than members of Institution's organization for the school.

b. *Letter and Other Hillsdale Confidential Information* – During the Term of this Letter, Institution acknowledges that Hillsdale may disclose or otherwise provide Institution with access to confidential information, including, without limitation, (i) the terms and conditions of this Letter, any exhibits or attachments thereto, (ii) any document Hillsdale marks as "Confidential" at the time of disclosure whether orally or in writing, (iii) Hillsdale certification criteria, and (iii) any other nonpublic, sensitive information that Hillsdale discloses to Institution (each and collectively, "Confidential Information"). Confidential Information shall not include information that (i) is in Institution's possession at the time of disclosure, (ii) is independently developed by Institution without use of or reference to Confidential Information, (iii) becomes known publicly, before or after disclosure, other than as a result of an act, omission or breach by Institution, or (iv) is approved in writing by Hillsdale for Institution to disclose. For the avoidance of doubt, Institution may disclose the terms and conditions of this Letter to its state authorizer without being in violation of this confidentiality provision. In each case in which Institution argues that one of the foregoing exceptions to Confidential Information applies, Institution shall have the burden of proof to establish such exception. For the duration of this Letter, Institution shall not disclose any Confidential Information to any board member, Group member, employee, agent, or representative of Institution or the school unless such person has a need to know such information in connection with a party's obligation under this Letter and it advises the party that such information is confidential, and Institution shall not disclose any Confidential Information to any other party without Hillsdale's prior written consent. Institution shall protect Confidential Information utilizing the same degree of care it uses to protect its own information of a confidential

nature, but no less than a reasonable amount of care. Institution shall immediately notify Hillsdale in the event of any misuse or misappropriation of Confidential Information. Notwithstanding the foregoing, Institution may disclose Confidential Information as required by law, provided however, to the extent not prohibited by applicable law, it shall provide Hillsdale with prompt notice of the legal demand for disclosure and cooperate with Hillsdale in any effort by Hillsdale to obtain a protective order or to otherwise contest such disclosure, at Hillsdale's expense. At the conclusion of this Letter, Institution shall return or destroy, at Hillsdale's option, all Confidential Information and the Licensed Training Materials, and provide certification of the same.

7. Governing Law. This Letter shall be governed by and construed in accordance with the laws of the State of Michigan, without giving effect to any choice or conflict of law provision or rule.

8. Miscellaneous. This Letter may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one agreement. The headings of the various sections of the Letter have been inserted for reference only and shall not be deemed to be part of this Letter.

9. No Additional Obligations. Each party hereto acknowledges that it is a separate entity and that nothing contained in this Letter shall be deemed to create a joint venture, partnership or any other relationship or require any party to enter into a subsequent transaction.

10. Assignment. The parties may not assign or transfer their obligations under this Letter.

11. Severability. If any provision of this Letter is found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision shall be modified to the limited extent required to permit its enforcement in a manner most closely approximating the intention of the parties as expressed herein.

IN WITNESS WHEREOF, the parties hereto accept and agree to be legally bound by the terms and conditions set forth above and have caused their respective duly authorized representatives to execute this Letter as of the Effective Date.

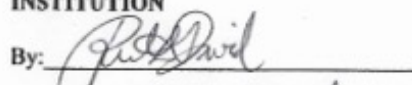
HILLSDALE COLLEGE

By: 

Print Name: Richard P. Pewe Jr.

Title: VP/CAO

INSTITUTION

By: 

Print Name: Ruth David

Title: INCA Board Chair

Exhibit A
Timeline for Phases and Gateways

The Phase I tasks listed below include some tasks which Institution is expected to have already completed prior to the Effective Date. To the extent this is not the case; an Institution is expected to work more efficiently and diligently during Phase I to catch-up with other schools under consideration by Hillsdale for acceptance into the certification program.

Phase	Task	Date of Completion
Phase I	Establish and hold regular Group meetings during each month of this Agreement to address matters related to the school, including the creation of temporary committees and the assignment of responsibilities.	
Phase I	Complete a draft of the bylaws for the school, which shall reflect consideration of the Hillsdale model	
Phase I	Complete and file IRS Form 1023 to establish federal nonprofit status as a 501(c)(3)	
Phase I	As part of its charter application, prepare an education plan, which shall include: <ul style="list-style-type: none"> • a research base for curriculum and performance of similar schools, • a basic explanation of curriculum and instruction, • elementary and middle school schedules, • high school course plan and graduation requirements, • measureable goals and testing, • support for special student populations, and • any necessary curricular alignment documents; 	
Phase I	Prepare the job description for the Head of School	
Phase I	Establish an executive-search process for Head of School, which shall include Hillsdale in the review process of candidates.	
Phase I	Identify, vet, compare, and engage any management or service providers who will be named in the charter application	
Phase I	Submit fully-completed authorizer application to Hillsdale at least 30 days before due date to authorizer.	
Phase I	Write and approve a transition plan from now through opening, including identifying any new board members	
Phase I	Determine and approve school opening size and a growth plan for the school	
Phase I	Identify at least one viable school site in the school's geographic area, including expected development costs, timeline, and contractors	

	(facility costs should not exceed 18% of anticipated revenue);	
Phase I	Develop a basic finance plan to cover year-zero, startup, and building/remodeling costs for the school	
Phase I	Identify, vet, compare, and engage charter school legal counsel	
Phase I	Develop a budget, which at a minimum should include year-zero through operational year three finances and should include two enrollment scenarios (e.g. 90% and 75% of full-enrollment)	
Phase I	Develop a fundraising plan based on the finance plan and budget	
Phase I	Create the school name, mission statement, and school virtues	
Phase I	Submit fully-completed authorizer application to authorizer.	
Phase I	As possible, meet with authorizer representatives, relevant political officials, and/or members of the local school board to build support for the school's application;	
Phase I	Start to build a network of support and interest through community events and social networks	
Phase I	Create a school logo and a basic brochure for the school;	
Phase I	Establish a system for building an interest list, including emails	
Phase I	Adapt public relations roadmap into a specific plan for school	
Phase I	Assign public relations and marketing responsibilities;	
Phase I	Create and manage a Facebook page (which can be private at this juncture);	
Phase I	Create a newsletter template.	
Phase I	Purchase an online domain name for the school and start working on a brochure website;	
Phase I	Determine lottery and enrollment process specifics, including any enrollment preferences, which should include, where possible, a preference for transfers from other Hillsdale-selected schools	
Phase I	Begin work on board policies, including a conflict of interest policy	
Phase I/II, as necessary for charter application	Prepare a first draft of the Student/Family Handbook	
Phase I/II, as necessary for charter application	Prepare a first draft of the Staff/Faculty Handbook	

Phase	Task	Date of Completion
Phase II	Respond to any questions or feedback from authorizer	
Phase II	Prepare for the capacity interview with the school's authorizer, which shall include expecting questions about all of the following: <ul style="list-style-type: none"> • management and/or school leadership, • performance of similar schools and research base for school's academic program, • support for student sub-populations, • support for students with special needs, disabilities, and language barriers, • business plan and budget, and • facilities and financing 	
Phase II	Continue to build the school's network of support and interest through social medial networks, community events, and begin to develop a potential enrollment list.	
Phase II	Develop additional informational brochures and related materials about the school;	
Phase II	Begin executive search process for the Head of School	
Phase II	Send Head of School Candidates to Hillsdale for review	
Phase II	Identify other viable school sites, compare these sites to the original site as it relates to size, cost, growth, amenities, and financing options	
Phase II	Identify, vet and compare available financing options (as necessary)	
Phase II	Prepare grant applications (as appropriate)	
Phase II	Meet necessary fundraising goals to begin funding year-zero (the first year immediately prior to the First Year of Operations).	
Phase II	Hire Head of School	



August 26, 2022

To: Idaho Public Charter School
Chairman Alan Reed
Vice-Chair Brian Scigliano

Re: Support for Idaho Novus Classical Academy

Dear Chairman Reed and members of the Idaho Public Charter School Commission,

I am writing in support of the petition for the Idaho Novus Classical Academy (INCA). The Bluum team has worked closely with the leadership of the Treasure Valley Classical Academy (TVCA) in Fruitland – Idaho's flagship Barney Charter School (BCSI) Initiative school – and have partnered with TVCA's board and leadership to raise \$3,865,000 over the last five years (\$1.745 million from JKAF, \$1.25 million in federal CSP funding and \$870,000 from other supporters).

Bluum and its partners are equally committed to assisting INCA in coming months and years. As of the writing of this letter, Bluum has helped INCA and Stephen Lambert raise \$575,000 for startup and early staffing costs. Two-hundred and twenty-five thousand dollars (\$225,000) of this support has gone to meet the Idaho New School Fellowship costs for Vincent Kane and Bruce Sims. Both are currently working at TVCA to learn the BCSI model, and to learn how to most effectively implement it in the Avimor Community.

Idaho is fortunate to have two outstanding educational leaders like Kane and Sims committed to working for our students. They are supported by veteran school leader Stephen Lambert who successfully launched TVCA, and is considered a top BCSI educator in the United States. Bluum is also committed in writing to providing ongoing no fee technical support for INCA. See attached no fee grant agreement.

Bluum will support the work of the Idaho Novus Classical Academy and other future American Classical Academy Schools supported by Stephen Lambert and his team. Since 2015, Bluum has helped to allocate \$37,454,124 of JKAF funding, \$19,432,387 of federal Charter School Program (CSP) funding and \$6,132,700 of other philanthropic support for the growth and expansion of Idaho's public charter schools and other schools of choice (see attachment Bluum Partner Schools & Philanthropic Support).

Bluum is proud to support the work of the Idaho Novus Classical Academy. We continue to do all that we can to aid their efforts including helping to raise and provide grant support as we have for 30+ public charter schools across the state since 2015. We strongly encourage the Idaho Public Charter School Commission to support this important effort. We have and will continue to do so well into the future.

Sincerely,

Terry Ryan
CEO

702 W IDAHO ST, SUITE 600 BOISE, IDAHO 83702 | (208) 336-8400

BLUUM.ORG



To: Idaho Public Charter School Commission
Chairman Alan Reed
Vice-Chair Brian Scigliano

Re: Addendum to Letter of Support from Bluum

Dear Chairman Reed and members of the Idaho Public Charter School Commission,

This is an addendum to my prior letter of support for Idaho Novus Classical Academy (INCA). Since philanthropic support for charter schools is allocated through Bluum, JKAF is no longer providing letters directly to schools regarding commitment of grant funds for charter petition purposes. Our intent is to work with JKAF to allocate startup funding to INCA, up to or in excess of \$2,000,000. However, those discussions cannot continue in earnest until such time that INCA is an authorized charter school in the State of Idaho. Please consider this letter as evidence to substantiate availability of the grant funds included in INCA's proposed budget but know that funding cannot be guaranteed until after the petitioners achieve the authorization milestone.

I also want you to know that once authorized, INCA will be able to compete for the federal CSP grant, which could result in hundreds of thousands of dollars in additional funding beyond what will be provided by JKAF. Other funding partners in Idaho are also interested in supporting INCA as needed.

Sincerely,



Terry Ryan
CEO

Bluum Partner Schools & Philanthropic Support

- 1st grants issued in 2015
- Grants thru July 2022
- Expected seats at full enrollment

School	JKAF Grants/Including fellowships	CSP Funds	Other Philanthropy	Total Grant Support	Total # of New Seats	Per Seat Grant Support	Network Per Seat Support
Alturas International School	\$ 1,000,000.00	\$ -	\$ -	\$ 1,000,000.00	538	\$ 1,859.00	\$ 2,238.00
Alturas Preparatory School	\$ 1,760,000.00	\$ 800,000.00	\$ -	\$ 2,560,000.00	602	\$ 4,252.00	
Anser Public Charter	\$ 1,155,000.00	\$ 800,000.00	\$ -	\$ 1,955,000.00	302	\$ 6,474.00	
Cardinal Academy	\$ 903,000.00	\$ 376,085.00	\$ -	\$ 1,279,085.00	75	\$ 17,054.00	
Compass Public Charter	\$ 1,648,220.00	\$ 800,000.00	\$ -	\$ 2,448,220.00	702	\$ 3,487.00	
Connor Academy	\$ -	\$ 800,000.00	\$ -	\$ 800,000.00	282	\$ 2,837.00	
Doral Academy	\$ -	\$ 500,000.00	\$ -	\$ 500,000.00	342	\$ 1,462.00	
Elevate Academy Caldwell	\$ 1,250,000.00	\$ 1,250,000.00	\$ -	\$ 2,500,000.00	487	\$ 5,133.00	\$ 6,245.00
Elevate Academy Nampa	\$ 2,250,000.00	\$ 800,000.00	\$ -	\$ 3,050,000.00	488	\$ 6,276.00	
Elevate Academy North	\$ 1,850,000.00	\$ 800,000.00	\$ -	\$ 2,650,000.00	368	\$ 7,195.00	
Elevate Academy ID	\$ 2,181,800.00	\$ 292,634.00	\$ -	\$ 2,474,434.00	485	\$ 5,130.00	
Fern Waters	\$ -	\$ 133,224.00	\$ -	\$ 133,224.00	57	\$ 2,337.00	
Future Public School	\$ 1,860,000.00	\$ 1,250,000.00	\$ 1,745,700.00	\$ 4,855,700.00	576	\$ 8,430.00	
Gem Prep Pocatello	\$ 1,390,199.00	\$ -	\$ 842,333.00	\$ 2,232,532.00	582	\$ 3,836.00	\$ 4,536.00
Gem Prep Nampa	\$ 1,916,101.00	\$ -	\$ 842,333.00	\$ 2,758,434.00	582	\$ 4,340.00	
Gem Prep Meridian	\$ 1,295,199.00	\$ 1,250,000.00	\$ 842,334.00	\$ 3,387,533.00	582	\$ 5,821.00	
Gem Prep Meridian North	\$ 1,022,060.00	\$ 800,000.00	\$ 100,000.00	\$ 1,922,060.00	574	\$ 3,349.00	
Gem Prep Meridian South	\$ 1,568,000.00	\$ 800,000.00	\$ 100,000.00	\$ 2,468,000.00	574	\$ 4,300.00	
Gem Prep Twin Falls	\$ 2,125,000.00	\$ 837,500.00	\$ -	\$ 2,962,500.00	574	\$ 5,161.00	
Hayden Canyon	\$ -	\$ 800,000.00	\$ -	\$ 800,000.00	434	\$ 1,843.00	
Idaho Arts	\$ 1,546,230.00	\$ 800,000.00	\$ -	\$ 2,346,230.00	582	\$ 4,031.00	
Novus Classical Academy	\$ 225,000.00	\$ -	\$ 50,000.00	\$ 275,000.00	td	td	
Island Park	\$ 245,000.00	\$ -	\$ -	\$ 245,000.00	30	\$ 8,167.00	
McCall Place Based School	\$ 280,000.00	\$ 222,396.00	\$ 65,000.00	\$ 567,396.00	225	\$ 2,522.00	
Mosaics Public School	\$ 1,670,000.00	\$ 800,000.00	\$ -	\$ 2,470,000.00	643	\$ 3,841.00	
North Idaho STEM	\$ 450,000.00	\$ -	\$ -	\$ 450,000.00	372	\$ 1,210.00	
Pathways in Education	\$ 775,000.00	\$ -	\$ -	\$ 775,000.00	300	\$ 2,583.00	
Pinecrest Academy	\$ -	\$ 501,600.00	\$ -	\$ 501,600.00	367	\$ 1,367.00	
Rise Charter School	\$ 369,300.00	\$ 405,615.00	\$ -	\$ 774,915.00	225	\$ 3,444.00	
Sage International	\$ 1,000,000.00	\$ -	\$ 675,000.00	\$ 1,675,000.00	530	\$ 3,160.00	\$ 3,826.00
Forge	\$ 1,601,000.00	\$ 1,250,000.00	\$ -	\$ 2,851,000.00	653	\$ 4,366.00	
TVCA	\$ 1,745,000.00	\$ 1,250,000.00	\$ 870,000.00	\$ 3,865,000.00	702	\$ 5,506.00	
Upper Carmen	\$ 123,015.00	\$ -	\$ -	\$ 123,015.00	45	\$ 2,734.00	
White Pine	\$ -	\$ 613,353.00	\$ -	\$ 613,353.00	182	\$ 3,370.00	
St. Ignatius	\$ 1,200,000.00	\$ -	\$ -	\$ 1,200,000.00	488	\$ 2,459.00	
Grace Lutheran	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00	300	\$ 833.00	
TVLA	\$ 1,000,000.00	\$ -	\$ -	\$ 1,000,000.00	200	\$ 5,000.00	
TOTALS	\$ 37,454,124.00	\$ 15,432,387.00	\$ 6,132,700.00	\$ 58,919,211.00	14989	\$ 4,186.00	



Bluum In-Kind Support Grant Agreement

Project Title: Bluum In-Kind Support Services

Grantee: Idaho Novus Classical Academy (INCA) (hereinafter 'Grantee')
Avimor Community Office 18815 N Streams Edge Way, Boise 83714

Contact Person(s): Vincent Kane and Stephen Lambert

Agreement Period: 7/1/2022- 6/30/2023

Total Award: \$17,600 in-kind services

Specifications of the Grant Award:

1. **Project Description:** To support its partner schools, Bluum is committed to providing high-quality support(s) to select partner schools that elect to take advantage of these Bluum services. The support services Bluum offers include but are not limited to: (1) Back-Office; (2) Special Education; (3) Academic; (4) Branding and Communications; and/or (5) C-Level and Governance. Hereinafter 'Support Services.'
2. **Project Objectives.** Make high quality Support Services available to Bluum partner schools free of charge.
 - Ensure timely and accurate reporting of all financial activity as required by federal and state agencies.
 - Ensure timely and accurate reporting of all financial activity as required by nonprofit grantmaking organizations.
 - Empower school leadership and board members in their financial and operational decision-making.
 - Ensure schools establish, staff, and implement their special education systems in compliance with requirements of state and federal special education laws and policies, including timely and accurate completion of student evaluations and student IEPs.
 - Ensure schools have exceptional, innovative education models and services in place that are structured to meet or exceed any/all academic outcomes in grant objectives, authorizer performance certificates, or other applicable state or federal performance metrics.
 - Ensure schools have highly effective marketing tools and systems in place.

Page 1 of 11

- Empower school leadership and board members in their long-term and short-term facilities planning, financing, and development.
 - Support school leaders and boards with governance-related oversight and decision making.
- 3. Support Services Provided and Estimated Value.** Appendix A identifies the category(ies) of Support Services Bluum is providing the Grantee and the estimated value of the in-kind Support Services Bluum will provide under the Agreement.
- 4. Participation Requirements - General.** Bluum will provide oversight and evaluation for this grant. To enable Bluum to provide the Support Services, the Grantee shall: (a) provide information to Bluum as requested, including but not limited to as provided in Appendix A; (b) participate in associated Bluum training and research; and (c) provide Bluum access to its records, data, and other information needed by Bluum to perform the Services, as identified in Appendix A. Grantee agrees to share all academic performance data with Bluum, including but not limited to IRI, ISAT, MAP, SAT. Bluum will maintain all Grantee school records, data and information in a confidential manner and will comply with all rules of confidentiality as required by State and Federal law and school policy, including but not limited to FERPA, HIPPA, et al.
- 5. Retention of Key Personnel.** Bluum recognizes that the participation of Vincent Kane and Stephen Lambert is critical to the success of the Grantee. If the key personnel noted above ceases to be directly involved in this project, Grantee must immediately notify Bluum CFO Marc Carignan. Upon such notification, Bluum will hold the in-kind grant support, subject to notification of replacement of the personnel. At such time Bluum will make a written determination as to the feasibility of continuing the grant agreement.
- 6. Fiscal Accountability.** This in-kind support has been awarded by Bluum based on the estimated service cost of \$17,600 listed above, and as detailed in Appendix A. All grant support must be utilized for charitable or educational purposes.
- 6.1 Expenditure Prohibitions.** Grantee shall not use any of the support received from Bluum:
- a. To carry on propaganda, or otherwise to attempt, to influence legislation (within the meaning of Internal Revenue Code ("IRC") Section 4945(d)(1);
 - b. To influence the outcome of any specific public election, or to carry on, directly or indirectly, any voter registration drive (within the meaning of IRC Section 4945(d)(2);
 - c. To make any grant to an individual or other organization that does not comply with the requirements of IRC Section 4945(d)(3) or (4); or
 - d. To undertake any activity for a non-charitable purpose, as defined in IRC Section 170(c)(2)(B);
 - e. To provide material support or resources to any individual or entity that Grantee knows, or has reason to know, is an individual or entity that advocates, plans, sponsors, engages in, or has engaged in terrorist activity; or
 - f. To pay administrative indirect costs that are not directly related to the Fellowship as defined in this Agreement.

7. **Further Assurances.** Grantee shall take all such actions reasonably requested by Bluum, and shall comply with the provisions of any future regulations promulgated under IRC Sections 4942 to 4945 that are applicable to the grant, to ensure that the grant (a) will constitute a “qualifying distribution” by Bluum within the meaning of IRC Section 4942(g), (b) will not constitute a “taxable expenditure” by the Foundation within the meaning of IRC Section 4945, and (c) will not violate the USA PATRIOT Act, Executive Order 13224, or any other applicable law, regulation, or order.
8. **Indemnification.** Grantee acknowledges that Bluum is providing the Support Services for no compensation for the sole benefit of Grantee, and that Bluum has no control over the operations, acts or omissions of Grantee. As such, Grantee shall indemnify, defend and hold Bluum, its directors, affiliates, subsidiaries, employees and representatives harmless from and against any claims, liabilities, losses, damages, fines, penalties, and expenses (including but not limited to reasonable legal fees and costs) (collectively, “Losses”) incurred by Bluum arising out of this grant, the Support Services, Grantee’s operations, or any violation by Grantee of the grant requirements outlined herein, except to the extent such Losses are caused solely by the willful misconduct of Bluum. Bluum agrees to indemnify, defend and hold the grantee school, its affiliates, subsidiaries, assignees, and licensees harmless from and against any Losses resulting from any injury to person or property caused by willful misconduct on the part of Bluum at the Grantee’s school premises. Except for the foregoing indemnification obligation, Grantee hereby releases Bluum from any and all claims and Losses arising out of this grant and the Support Services.
9. **Insurance.** Bluum and Grantee shall each procure and maintain appropriate industry-standard insurance, including insurance to cover the indemnification obligations set forth herein, including at a minimum the insurance set forth below. Bluum and Grantee shall cause the other to be listed as an additional insured on any applicable liability insurance policy. All such policies of insurance shall include coverage for contractual liability and a standard waiver of subrogation provision.

Workers Compensation	Statutory
Employer’s Liability	
• Each Accident	\$100,000
• Disease, policy limit	\$500,000
• Disease, each employee	\$100,000
General Liability	
• Each occurrence (Bodily injury & property damage	\$1,000,000
• General Aggregate	\$2,000,000
Automobile Liability (Combined single limit – Bodily injury & property damage)	
• Each Accident	\$1,000,000
Professional Liability Insurance	\$1,000,000
• Each claim made	\$1,000,000
• Annual aggregate	\$1,000,000

Errors & Omissions	\$1,000,000
--------------------	-------------


10. Reporting Requirements. Grantee shall submit the following reports to Bluum:

- **OPINE (CPA Audit)** Report due within 30 days of receipt/issuance. Grantee shall submit a copy of the opine on its financial operations from their annual fiscal audit to Bluum. This should be sent to Bluum following the Grantee's annual financial audit. The report should be attested by the responsible financial officer or a Certified Public Accountant.

11. Termination of In-Kind Support Services Grant. Bluum reserves the right to rescind any granted Support Services at any time. Except in the circumstance where Bluum loses its funding for the Services, Bluum will endeavor to provide Grantee with sixty (60) days notice prior to termination.

12. Definitions. All references to "IRC" are to the Internal Revenue Code of 1986, as amended, and shall be deemed to include the corresponding provisions of any future federal tax laws and regulations that are applicable to the grant. References to the USA PATRIOT Act are to Public Law No. 107-56.

The signatures of Stephen Lambert indicate acceptance by Grantee of the terms and conditions of this grant and confirm Grantee's commitment to the project objectives and expected results outlined above. The signatures of Stephen Lambert also confirms that Grantee is (a) a tax-exempt organization under IRC Section 501(c)(3) that is not a private foundation by virtue of being described in IRC Section 509(a)(1) or (2) or (b) a governmental unit described in IRC Section 170(c)(1).

Name	Signature	Date
Terry Ryan, CEO Bluum		
Marc Carignan, CFO Bluum		
Vincent Kane, School Leader, Grantee		8/5/2022

Appendix A

Estimated Value of Support

A-1 Back Office Support:	\$14,000
A-2 Special Education Support:	\$1,600
A-3 Academic Support:	NA
A-4 Branding / Comms Support:	\$2,000
A-5 C-Level / Governance Support:	NA
Total Est. Value:	\$17,600

Appendix A

Appendix A-1 Back Office Support Services

703 W Idaho Street, Suite 600
Boise, ID 83702

Back Office Services

Human Resources

Maintain employee files throughout the year, including education credentials, fingerprinting, perform background checks through the SDP, benefits documentation, contracts, demographic data, work assignments, timecards, tax elections, IRS direct deposit election, and retirement.

\$400

of EE's

Annual Fee

Subtotal

Per New Certificated Employee

Per Existing Certificated Employee

Per new classified employee

Per existing classified employee

\$400

Initiate and manage benefit renewals through insurance broker, all data updates, and reconciling benefits invoices are considered part of accounting services fees below

Payroll

Monthly payroll processing, including:

Tax payments and quarterly/annual reporting including W-2, W-3, 1099, 1098, Idaho income tax

Quarterly ID unemployment reporting

MSR reporting and payment

Std-time tracking

Monthly payroll transactions report ready to post to school website (we can post if provided credentials)

of EE's

Check Box

Monthly Fee

0 - 25

25 - 50

50 - 100

100 +

\$750

\$950

\$1,150

\$1,300

Revenues, Expenditures, Federal Title I, II, III, IV, and Federal IDEA

Revenue processing tasks consisting of:

Process cash and check transactions, prepare deposits (to be deposited by school staff)

Record transactions to correct G/L codes

Provide donation acknowledgements for monetary donations

Report sales tax for taxable items

Review and receive electronic payments from state department of education

Prepare all adjusted journal entries when applicable

Federal programs - recognition of revenue and accompanying receivable when expenditure is recorded

Federal programs - complete monthly posting of funds draw-downs using Idaho DOE's CPMIS web site

Expenditure processing tasks consisting of:

Electronic storage of all backup to expenditures

Place orders, issue purchase orders when required

Process checks semi-monthly

Track capital expenditures for auditor / SDP

Lease / Bonds - accurate posting of P&L, monitoring against amortization schedule

Lease / Bonds - complete document compliance quarterly, include in board reports

Federal Funds - draw downs to be processed

Complete compliance review of each expenditure, feedback for questionable expenditures

Post expenditures to correct G/L

Electronically maintain all expenditure backup and approvals

High-dollar procurement:

For expenditures exceeding \$25,000, issue, receive, and catalog bids; provide for Business Manager/Administration review

Per project, hourly fee, \$100/hr rate

Accounting

Monthly Financial Statements

Standard JMI Reports ("Budget Report")

Detailed report by G/L code

Initiate and manage benefit renewals through insurance broker, all data updates, and reconciling benefits invoices

Monthly A/P transaction report posted to school website

Financial Audit Support - Prepare all CPA firm requested items and follow-ups

Monthly bank reconciliations

Assist with annual budget preparation

\$4,000

Compliance Reporting

Prepare all required financial reports (see table, next tab / attachment A) and submit to Finance Manager for review and submission, or submit directly with Finance Manager approval

\$

Grand Total - Annual Cost, based on 12-month contract:

\$10,000

Appendix A-1 Back Office Support Services

Appendix A

Compliance Reporting Schedule:		
Due Date	Dept.	Item
15-Jul	SDE	School District Budgets*
30-Jul	SDE	School Building Demographics Building Additions, Reconfigurations, Deletions*
30-Jul	PCSC	Dashboard (update of school contact info & copy of Support Unit Computation spreadsheet)*
30-Jul	Lender	Quarterly Financial Statements
30-Jul	PCSC	SDE Budget Worksheets*
17-Oct	SDE	District and Charter School Salary Schedules
17-Oct	SDE	ISEE Staff Data Reporting*
17-Oct	SDE	Application and Budgets for IDEA Part B and Preschool Special Education Funds*
17-Oct	PCSC	Independent Audit Report*
28-Oct	SDE	Annual Statement of Financial Condition*
31-Oct	SDE	IFARMS Annual Financial Report*
31-Oct	SDE	Leadership Premiums*
31-Oct	Lender	Quarterly Financial Statements
10-Nov	SDE	Independent Audit Report
10-Nov	Lender	Independent Audit Report
18-Nov	SDE	ISEE Staff Data Reporting*
9-Dec	SDE	ISEE Staff Data Corrections*
19-Dec	SDE	School Facility Maintenance Report*
15-Jan	SDE	Title I-A, Application for Reallocated Funds*
31-Jan	PCSC	2nd Quarter Reporting (Balance Sheet & Budget/Income Statement), Revised Budget if Applicable
31-Jan	Lender	Quarterly Financial Statements
28-Feb	SDE	Indirect Cost Worksheet*
18-Mar	SDE	Certification of Low-Income Student Count for Charter LEAs*
30-Apr	SDE	Notify County Clerks of Budget Hearing
30-Apr	Lender	Quarterly Financial Statements
30-Jun	SDE	Updated Square Footage Numbers for following year*
23-Jun	SDE	Continuous Improvement Plans and Training Reimbursement Request*
26-Jun	SDE	Court-Ordered Tuition Equivalency Report*
30-Jun	SDE	Consolidated Federal and State Grant Application*
SDE – Idaho State Department of Education		
PCSC – Idaho Public Charter School Commission		
Lender – any lending institution requiring reports		
* Based on required formats		

Appendix A

Appendix A-2 Special Education Support Services

Estimated hours of Bluum Support: 32

Hourly Rate: \$50

Total Estimated Support: \$1,600

In consideration of the Special Education Support Services provided by Bluum, Grantee agrees to comply with the following (Check all that apply):

Check All That Apply	School Commitment
	**Items in <i>BOLD</i> may be provided as individual documents from each school or by providing Bluum login access to the Secure Server for Monitoring, Compliance Tracking Tool and SPED Data Application, and State Testing Results Portals
X	Provide Bluum with results of yearly GSFR reviews
X	Provide Bluum with LEA Determinations and monitoring level
X	Provide Bluum notice of all state complaints filed and resolution of the said complaint
X	Provide Bluum access to state testing results portal (ISAT, IRI and IDAA) for students with disabilities
X	Provide Bluum with updated sped percentages (December and May)
X	Provide Bluum special education staffing count (paras, sped teachers etc.) yearly
X	Yearly systems quality review
X	Join Bluum-Supported Idaho Ed Plan Aggregate Site (when available)

Bluum agrees to provide the following Special Education services to Grantee:

Check All That Apply	Bluum Support Service	Est. Hours
X	Special Education Systems Quality Review	
X	Compliant Practices (Development and Support)	
X	Special Education Program Resources	
X	New School Launch Supports	32
X	Customized Professional Development	

Appendix A

Appendix A-3 Academic Support Services

Estimated hours of Bluum Support: NA

Hourly Rate: \$50

Total Estimated Support: _____

In consideration of the Academic Support Services provided by Bluum, Grantee agrees to comply with the following:

Check All That Apply	School Commitment
	Provide at least 24-hour notice when rescheduling a previously scheduled appointment
	Providing coach / consultant with regular feedback to ensure their services they provide are high impact

Bluum agrees to provide the following Academic Support Services to Grantee:

Check All That Apply	Bluum Support Service	Est. Hours
	School or network leader executive coaching (weekly, bi-weekly, monthly, quarterly)	
	Site visits for instructional action planning	
	Participation in Bluum led or presented professional development (# of participants x hours)	
	Advisory consulting for board functions (goal setting, leader evaluation, succession planning, and leader selection)	
	Analyze / Synthesize School Map data	

MAP Testing Support

In consideration of the NWEA MAP Testing support provided by Bluum, Grantee agrees to comply with the following:

Conduct, at a minimum, Spring to Spring NWEA MAP Assessment for each grade level K-8 served by the school.
By August 1 of the Grant Year, Provide Bluum with the number of students in grades K-8 (as applicable) who will complete the MAP Assessment (submit to ACotton@bluum.org)
A school choosing to conduct additional K-8 NWEA MAP testing (ie Fall testing) may submit a written request to Bluum no later than August 1 of the Grant Year asking Bluum to cover the cost of the additional testing (submit to ACotton@bluum.org)
Provide Bluum with access to NWEA MAP results (access to portal)

Bluum agrees to provide the following NWEA MAP Testing support to Grantee:

Fund the cost of the school's Spring NWEA MAP testing
Respond within 15 days to a request to fund additional NWEA MAP testing for K-8 students
Provide the school with an analysis of the school's NWEA MAP results

Appendix A

Appendix A-4 Branding and Communications Support Services

Estimated hours of Bluum Support: 40 hours

Hourly Rate: \$50

Total Estimated Support: \$2,000

In consideration of the Communications Support Services provided by Bluum, Grantee agrees to comply with the following:

Check All That Apply	School Commitment
X	Include "How did you hear about our school?" field on lottery and enrollment forms
X	Provide Bluum access to the responses collected to the above field (April and Sept)
X	Provide Bluum access to all available marketing analytics

Bluum agrees to provide the following Communications Support Services to Grantee:

Check All That Apply	Bluum Support Service	Est. Hours
X	Brand Development	20
X	Digital Presence Coaching and Assistance	20
	Strategic Communications Planning	
	PR Coaching and Assistance	

Appendix A

Appendix A-5 C-Level and Governance Support Services

Estimated hours of Bluum Support: NA

Hourly Rate: \$50

Total Estimated Support: ____

In consideration of the Operations and Governance Support Services provided by Bluum, Grantee agrees to comply with the following:

Check All That Apply	School Commitment
	Provide Bluum access to all financial and facilities data and records, as requested
	Identify a Point of Contact(s) on school team for a facilities project (or POCs)

Bluum agrees to provide the following Operations and Governance Support Services to Grantee:

Check All That Apply	Bluum Support Service	Est. Hours
	Board Training	
	Strategic Planning	
	Staffing and Hiring (Job Descriptions, Search, Interviewing)	
	Network/Replication School Launch Support	
	Single Site School Launch Support	
	School Board Policy Support (Review, Interpret, Update)	
	Participate on School Facility Financing or Refinancing Team	



The Healthy Scholars Project

Greetings,

The Healthy Scholars Project is excited to support Idaho Novus Classical Academy (INCA) on their journey of ***forming young hearts and training young minds*** within the Treasure Valley!

In doing so, we believe that students must be nutritionally sound in order to completely absorb and fully benefit from the rich curriculum INCA has to offer.

Since 2019, The Healthy Scholars Project has supported Treasure Valley Classical Academy (TVCA) by both developing and facilitating a unique and nutritious School Lunch Program, unlike any other.

In addition to providing students with a healthy balance of nutritious meals and fan favorites, The Healthy Scholars Project goes above and beyond by supporting TVCA with all compliance requirements including but not limited to the NSLP & Health Department.

The following illustrates ongoing support provided to TVCA, which will be mirrored at INCA.

- | | |
|--|---|
| <ul style="list-style-type: none"> • NSLP Compliance <ul style="list-style-type: none"> ◦ Meal Components ◦ Serving Requirements ◦ Nutritional Labels • Commodities • Vendor Management • Annual Audits • Health Inspections • HACCP plans | <ul style="list-style-type: none"> • SOPs • Menu Engineering • Food Safety • Warming Process • Serving Process • Daily Production Reports • Lunch Order System • POS System & Process |
|--|---|

As we look toward School Year (SY) 23-24 we are preparing to extend our services to TVCA's 2nd campus; followed by extending our services to INCA during SY 24-25. The above protocols will continue, and the following support will be added:

Construction Stage

- Commercial Kitchen Design
- Architectural Liaison
- Equipment Identification
- Equipment Testing
- Smallware Procurement
- "Pantry" Procurement
- Kitchen Setup & Organization
- Lunch Platform Setup & Training
- POS System Setup & Training
- Marketing Communication Support

BAU

- Meal Deliveries
 - Deliveries to take place 2-3 times per week to ensure ample food supply is always onsite
- Faculty Training
 - HACCP Plans
 - SOPs
 - Food Safety
 - Warming Processes
 - Serving Processes
 - NSLP

We look forward to supporting the team at INCA in their future endeavor and are available to answer any questions.

V/R,

Tiffany Poso-Muñoz | Co-Founder, The Healthy Scholars Project | 208.616.5764 | Nutrition@TVCAcademy.org

Intent to Enroll Data as of November 4th, 2022

ID	City	State	Postcode	Role	# of Children	PreK	K	1	2	3	4	5	6	7-Above
5094VL	Boise	ID	83714	Parent	1								1	Yes
7608EB	Horseshoe Bend	ID	83629	Parent	1				1					
0514JV	Eagle	ID	83616	Parent	1				1					Yes
5336JF	Boise	ID	83714	Parent	2				1	1				
9343JM	Horseshoe Bend	ID	83629	Parent	2				1			1		
6037MR	Horseshoe Bend	ID	83629	Parent	2				1			1		
2023QO	Nampa	ID	83687	Parent	0									
9328OT	Horseshoe Bend	ID	83629	Parent	2				1		1			Yes
0296PF	Horseshoe Bend	ID	83628	Parent	1					1				
5944PC	Horseshoe Bend	ID	83629	Parent	3	2			1					
2881NY		CA		Parent	1						1			
1576WI	San Diego	CA	92131	Parent	1						1			
6704YT	Middleton	ID	83644	Parent	1							1		
3832IC	Horseshoe Bend	ID	83629	Parent	1				1					
0072SC	Eagle	ID	83616	Parent	1							1		
5984GJ	Eagle	ID	83616	Parent	3		1				1		1	
6448BJ	Meridian	ID	83642	Parent	3				1		1		1	
5459HI	Eagle	ID	83616	Parent	2				1		1			
2468UM	Phoenix	AZ	85018	Parent	2		1		1					
8468FC	Emmett	ID	83617	Parent	1		1							
0430TH	Eagle	ID	83616	Parent	1				1					
9450KD	Eagle	ID	83616	Parent	1		1							
2037YM	Eagle	ID	83616	Parent	1		1							
4625JS	Meridian	ID	83646	Parent	2		1					1		
1238FT	Middleton	ID	83644	Parent	1		1							
3288EW	Middleton	ID	83644	Parent	1		1							
8151XB	Emmett	ID	83617	Parent	1		1							
3795TG	Horseshoe Bend	ID	83629	Parent	1		1							
7001WI	Boise	ID	83714	Parent	1						1			
6478ET	Horseshoe Bend	ID	83629	Parent	1						1			Yes
8075XH	Nampa	ID	83687	Parent	1		1							
3921XO	Sweet	ID	83670	Parent	1		1							
3424XD	Boise	ID	83714	Parent	1		1							
5395KH	Boise	ID	83714	Parent	2					1		1		Yes
2909PY	Boise	ID	83714	Parent	2					1			1	Yes
0453GU	Boise	ID	83714	Parent	2						2			
6846PJ	Boise	ID	83714	Parent	1		1							
6995SC	Boise	ID	83714	Parent	2			1			1			
4020AG	Boise	ID	83714	Parent	1								1	
7913JD	Boise	ID	83703	Parent	1		1							
5421IE	Boise	ID	83714	Parent	3		1	1	1					
8300IV	Boise	ID	83714	Parent	1			1						
3789TJ	Meridian	ID	83646	Parent	2							1	1	
4923OU	Boise	ID	83714	Parent	2			1		1				
1833KG	Boise	ID	83714	Parent	1					1				
1383NM	Eagle	ID	83616	Parent	1				1					
6462DA	Boise	ID	83714	Parent	2				1			1		Yes
9648VP	Boise	ID	83713	Parent	1		1							
9952EF	Boise	ID	83714	Parent	2		1	1						

1324GP	Boise	ID	83714	Parent	3			1		1	1	
8671VR	Star	ID	83669	Parent	2		1		1			
4143CD	Boise	ID	83714	Parent	2	1	1					
0922CM	Boise	ID	83714	Parent	1			1				
1538QJ	Boise	ID	83714	Parent	2			1		1		
0200ZF	Eagle	ID	83616	Parent	2	1		1				
4838CC	Boise	ID	83714	Parent	2	1	1					
1999GS	Boise	ID	83703	Parent	2	1	1					
9852VX	Boise	ID	83714	Parent	2			1		1		
6015AC	Eagle	ID	83616	Parent	1						1	
6661HU	Boise	ID	83703	Parent	2	1		1				
2106NG	Eagle	ID	83616	Parent	1	1						
8443SA	Boise	ID	83714	Parent	1						1	
8354WB	Boise	ID	83714	Parent	2		1	1				
8169LI	Boise	ID	83714	Parent	1						1	
8104MJ	Eagle	ID	83616	Parent	1						1	
9187XE	Meridian	ID	83646	Parent	1		1					
8724QW	Boise	ID	83714	Parent	2		1				1	Yes
5903ZA	Boise	ID	83714	Parent	2			1		1		
9513BN	Emmett	ID	83617	Parent	2				1		1	Yes
5728EV	Boise	ID	83714	Parent	1			1				
3555PM	Boise	ID	83714	Parent	2				1		1	
1017GN	Boise	ID	83714	Parent	2			1	1			Yes
6820HB	Boise	ID	83714	Parent	1			1				
7179QI	Boise	ID	83714	Parent	2			1			1	Yes
3396PA	Boise	ID	83714	Parent	1	1						
2210SM	Eagle	ID	83616	Parent	1					1		
5238YW	Boise	ID	83714	Parent	1			1				Yes
2334LP	Boise	ID	83714	Parent	2			1			1	Yes
9883YQ	Boise	ID	83714	Parent	2				1			Yes
1790MB	Boise	ID	83714	Parent	3	1	1		1		1	Yes
2961MN	Boise	ID	83714	Parent	2	1				1		Yes
1502DE	Boise	ID	83703	Parent	3				1		1	1
8428TW	Boise	ID	83713	Parent	1						1	Yes
0452GP	Boise	ID	83702	Parent	2		1			1		
0769WM	Boise	ID	83704	Parent	2			1	1			
8581NE	Boise	ID	83714	Parent	1				1			Yes
5686NZ	Boise	ID	83714	Parent	2			1		1		
1037RR	Star	ID	83669	Parent	2			1		1		
4997RG	Horseshoe Bend	ID	83629	Parent	2		1		1			
3364QT	Horseshoe Bend	ID	83629	Parent	0							
0446ZX	Eagle	ID	83616	Parent	1		1					
1613KL	Emmett	ID	83617	Parent	1		1					
6139GJ	Eagle	ID	83616	Parent	2			1			1	
4419FL	Boise	ID	83714	Parent	1				1			Yes
2569BG	Boise	ID	83714	Parent	1			1				
7094CR	Boise	ID	83714	Parent	1					1		Yes
0726CB	Boise	ID	83714	Parent	2			1			1	Yes
5886TM				Parent	1			1				
7951KP				Parent	1					1		
1836EC	San Diego	CA		Parent	1						1	



Petition Evaluation Report
Idaho Novus Classical Academy
October 11th, 2022

Idaho Public Charter School Commission

514 W. Jefferson St., Suite 303

Boise, Idaho 83702

Phone: (208)332-1561

pcsc@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

October 11th, 2022

Petition Review Summary

Idaho Novus Classical Academy is a proposed American classical education school located outside Eagle, Idaho. The curriculum is well-designed, and blends American values and traditional classical education elements (e.g., Latin, studying literary classics, etc.). The school plans on enrolling 378 students in grades K-6 in the first year of operations, and expand to 659 students in grades K-12 in year seven of operations. This school would be a replication of the Treasure Valley Classical Academy (TVCA), currently in its third year of operations. TVCA is in good standing on all IPCSC framework measures.

The school's administration team are currently serving as BLUUM fellows, providing opportunity to have a solid, stable team in place prior to the proposed opening date of 2024. Board directors appear to have varied backgrounds, and receive support from several advisors.

The school expects to receive grants from JKAF and a loan from Bouma in order to complete school funding and start-up costs. Documentation and clarification of funding is a concern, as a significant risk to taxpayer dollars is present without additional information.

Summary of Section Ratings

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

Section I: Educational Program

MEETS STANDARD

Comments

The petition proposes an American classical education model. The school is a Hillsdale K-12 Candidate Member School, which allows the school to use the Hillsdale curriculum free of cost through the partnership.

The curriculum emphasizes virtuous living, traditional learning, and civic responsibility. The curriculum is informed by the Core Knowledge Sequence, Singapore Mathematics, and the Well-Ordered language curriculum, among others. Students will also learn Latin in grades six through nine.

The school intends to hold its students to high academic performance expectations and character development. There are plans in place to effectively measure both of these goals.

Strengths:

- The curriculum is well-researched and proven effective.

Concerns:

Please explain how several very specific teacher requirements listed on page 21 will be gauged, measured, and ultimately secured in the recruiting/hiring process, particularly given that there is currently a well-documented teacher shortage.

Section II: Financial and Facilities Plan

APPROACHES STANDARD

Comments

The petition proposes a new facility, and has identified property that was donated for the purpose of building a school. The school has secured a letter of commitment with Bouma to fund and build the facility, and an agreement with BLUUM to provide back-office services during the initial years of the service agreement.

Strengths:

- Documentation of the land donated to the school is presented in the petition.
- A letter of commitment from Bouma is included in the petition.
- A services agreement from BLUUM is included in the petition. The school has a plan for these services to phase out over the course of the initial performance certificate.
- Both facility options presented are well-thought out and well-designed.

Concerns:

- Please provide documentation of the JKAF grants (approximately \$2 million dollars) expected to be received over the first three years of operations. As these funds are necessary to ensure the independent operations of the school, they must be documented as secured funds.
- A pre-operational grant of \$355,606 is noted in the petition. Please provide documentation of this funding.
- The budget notes a loan of \$8,498,000 from Bouma. While we appreciate the letter of intent from Bouma, please provide more specifics about the loan terms, breakdown of funds, and what the funds are intended to cover (e.g., furniture, fixtures, and equipment, etc.).
- Please provide evidence that Dr. Kane is authorized to accept land donations on behalf of the board, as it appears he has signed on behalf of the board in this case (e.g., page 143).

Section III: Board Capacity and Governance Structure

MEETS STANDARD

Comments

The board is comprised of five members, including a software company owner/executive at Kapex Technology, CEO of BLUUM, a former registered nurse (St. Luke's), a retired bank executive and home renovation owner/operator at The Saylor Corp., and an Information Technology auditor at Stratagroup.

The board is part of a network, American Classical Schools of Idaho (ACSI), a developing Charter Management Organization (CMO), that operates solely in Idaho and also manages Treasure Valley Classical Academy (TVCA).

The board also has two advisors: Major General Mark Dillon, with a military and education consulting background, and Dr. Jon Fennell, chairman of the Education Department at Hillsdale College.

Strengths:

- The board has a diverse skillset well-suited to governing a charter school.
- Board advisors provide a niche skillset related to the educational model and further experience.

Concerns:

- Please indicate with whom the board has engaged for legal counsel independent from counsel that may be advising Bouma, BLUUM or other entities with whom the board may contract or enter into a facility related agreement.
- Idaho Code prohibits a governing board from delegating the work of governance. Please note that in addition to working with Mr. Lambert as CEO of ACSI, the authorizer will interact with the governing board as necessary.

Section IV: Student Demand and Primary Attendance Area

MEETS STANDARD

Comments

The school intends to open in the Fall of 2024, initially serving grades K-6, adding one grade level each year to expand to grades K-12 by year seven of operations (the school will serve grades K-10 in the final year of the initial performance certificate). The school will enroll 378 students in year one, reaching a maximum capacity of 659 students in year seven of operations.

Strengths:

- The primary attendance area should provide sufficient student availability for the intended enrollment.

Concerns:

- Please provide the results (redacted) of the digital interest survey noted on page 89 in order to verify the level of community interest claimed in the narrative.

Section V: School Leadership and Management

MEETS STANDARD

Comments

The school has identified a founding principal and a founding assistant principal, both of whom are Bluum fellows. Dr. Vincent Kane, the founding principal, has experience in both classroom education and school administration. Major Bruce Sims, identified as the founding assistant principal, has a military background and, while he does not have experience in education, is in the process of obtaining his M.A. in education for teaching mathematics.

Strengths:

- The founding principal has an extensive background in education and administration.
- The staffing plan is well-thought out and prepared for expanding enrollment.
- The administration is well-connected to the day-to-day operations through teaching assignments.

Concerns:

- The organization charts on page 96 and 178 do not clearly represent the intended management structure. Please ensure that ACSI's role is clearly indicated.

Section VI: Virtual Schools

NOT APPLICABLE

VII. STRATEGIC PLAN UPDATE

APPLICABLE STATUTE, RULE, OR POLICY

BACKGROUND

All state agencies are required to maintain a 5-year strategic plan. This plan is evaluated at the at the agency level each year and progress reports are submitted to the Division of Financial Management annually. Strategic plans are based on a prescribed structure and reflect the agencies ability to deliver on the statutory obligations of that agency. Progress reports are used to inform funding.

DISCUSSION

The IPCSC's strategic plan includes two goals and five objectives in support of the agency's mission to cultivate exemplary public charter schools. Each objective is drilled down to measures, metrics, targets, and tasks. The following summary report provides the status of actual year-to-date results in comparison to the targets.

The strategic plan in full can be found on the IPCSC website.

Goal 1: The IPCSC will cultivate a portfolio of exemplary charter schools.

Objective 1: The IPCSC will make data-driven decisions.

Objective 2: The IPCSC will provide effective oversight.

Goal 2: The IPCSC will advocate for student, taxpayer, and charter sector interests.

Objective 1: The IPCSC will contribute to effective charter school law.

Objective 2: The IPCSC will execute a communication plan.

Objective 3: The IPCSC will provide technical assistance.

The strategic planning committee will meet in January to review the agency's strategic plan in more depth and may bring recommendations back to the Commission in the spring.

SPEAKER

IPCSC Director, Jenn Thompson

IMPACT

Information item only.

STAFF COMMENTS AND RECOMMENDATIONS

No comments or recommendations.

COMMISSION ACTION

No action.

Idaho Public Charter School Commission
Strategic Plan Performance Update as of 12/8/2022

Performance Measure		FY 2019	FY2020	FY2021	FY2022	FY2023
Goal 1: The IPCSC will cultivate a portfolio of exemplary charter schools.						
Objective A: The IPCSC will make data-driven decisions.						
Measure i: Petition Evaluation Reports and Meeting Minutes	Target 1: % unconditional approval + met all standards	T: NA	T: NA	T: NA	T: 100%	T: 100%
		----	----	----	100% (1/1)	TBD Dec/Feb
	Target 2: % approved amendments + met all standards	T: NA	T: NA	T: NA	T: 100%	T: 100%
		----	----	----	100% (13/13)	YTD: 0/0
Measure ii: Annual School Performance Reports and Final Orders	Target 1: % renewal no conditions + met all standards	T: NA	T: NA	T: NA	T: 100%	T: 100%
		----	----	----	A: 100% (4/4)	YTD: 10 recommends
	Target 2: % conditional renewals with conditions for each measure unmet (or non-renewed)	----	----	----	T: 100%	T: 100%
		----	----	----	A: 100% (8/8)	YTD: 7 recommends
Measure III: Meeting Minutes	Target 1: # of commission training opportunities engaged annually.	T: NA	T: NA	T: NA	T: 5	T: 5
		----	----	----	A: 5	YTD: 2
Objective B: The IPCSC will provide effective oversight.						
Measure i: Performance Framework*	Target 1: Operational - % schools met all standards*	T: NA	T: NA	T: 95%	T: 95%	T: 95%
		----	----	A: 86%	See Table 1	----
	Target 2: Financial - % schools met all standards*	T: NA	T: NA	T: 90%	T: 90%	T: 90%
		----	----	A: 72%	See Table 2	----
	Target 3: Academic - % schools met all standards*	T: NA	T: NA	T: 75%	T: 45%	TBD
		----	----	A: 38%	See Table 3	----
Measure ii: Complaint and Concern Log	Target 1: % concerns/ complaints resolved w/in 30 days.	T: NA	T: NA	T: NA	95%	T: 95%
		----	----	----	A: 95% (41/43)	YTD: 58% (11/19)
Measure iii: Courtesy Letters	Target 1: % of unresolved issues later resolved via investigation.	T: NA	T: NA	T: NA	T: 95%	T: 95%
		----	----	----	A: 100% (2/2)	YTD: 25% (2/8)

*The IPCSC's Performance Framework evaluates six (6) operational measures, seven (7) financial measures, and seven (7) academic measures that are monitored for strategic planning purposes. The % of schools that met standard all measures in each section is represented above. Measure by measure data is included in Table 1, Table 2, and Table 3 included in the School Performance Data agenda item.

Idaho Public Charter School Commission
Strategic Plan Performance Update as of 12/8/2022

Goal 2: The IPCSC will advocate for student, taxpayer, and charter sector interests.						
Objective A: The IPCSC will contribute to effective charter school law.						
Measure i: Maintenance of Effort Record	Target 1: % of Director time dedicated to charter advocacy	T: NA	T: NA	T: NA	T: Baseline	10%
		-----	-----	-----	A: 4%	A: 3% 59/208 hrs.
Objective B: The IPCSC will execute an effective communication plan.						
Measure i: Newsletter and Social Media Data	Target 1: % open rate on monthly newsletter	T: NA	T: NA	T: NA	T: Baseline	70%
		-----	-----	-----	A: 60% (213/355)	YTD: 56%
	Target 2: % participation in annual stakeholder survey	T: NA	T: NA	T: NA	T: Baseline	55%
		-----	-----	-----	A: 29% (40/136)	February
Objective C: The IPCSC will provide technical assistance to schools.						
Measure i: Network Event Attendance Rosters	Target 1: # of stakeholders engaged at network events/ # of events hosted	T: NA	T: NA	T: NA	T: Baseline	100/4
		-----	-----	-----	A: 50 people / 0 events	YTD: 59 people/ 6 events
Measure ii: Annual Performance Reports	Target 1: % of schools not meeting one or more framework measure who received direct outreach w/in 30 days of annual report.	T: NA	T: NA	T: NA	T: 65%	75%
		-----	-----	-----	A: 65%	By Feb. 15

VIII. FY22 ALL SCHOOL PERFORMANCE DATA REVIEW

APPLICABLE STATUTE, RULE, OR POLICY

I.C. § 33-5209C(2)

BACKGROUND

Each authorized chartering entity shall annually publish and make available to the public a performance report for each public charter school it oversees, in accordance with the performance framework set forth in the performance certificate.

DISCUSSION

In accordance with Idaho Code, the IPCSC's performance framework includes academic standards for proficiency, growth, and college and career readiness as well as operational and financial standards. Operational measures evaluate governance and management outcomes. Financial measures evaluate near-term and long-term financial performance.

The IPCSC's Performance Framework, which is incorporated into each school's operating contract and outlines the expected outcomes for each measure can be found online <https://chartercommission.idaho.gov/resources/performance-framework/>.

This data will then be summarized into an annual report for presentation to the State Board of Education and the House and Senate education committees.

SPEAKER

IPCSC Director, Jenn Thompson

IMPACT

Information item only.

STAFF COMMENTS AND RECOMMENDATIONS

No comments or recommendations.

COMMISSION ACTION

No action.

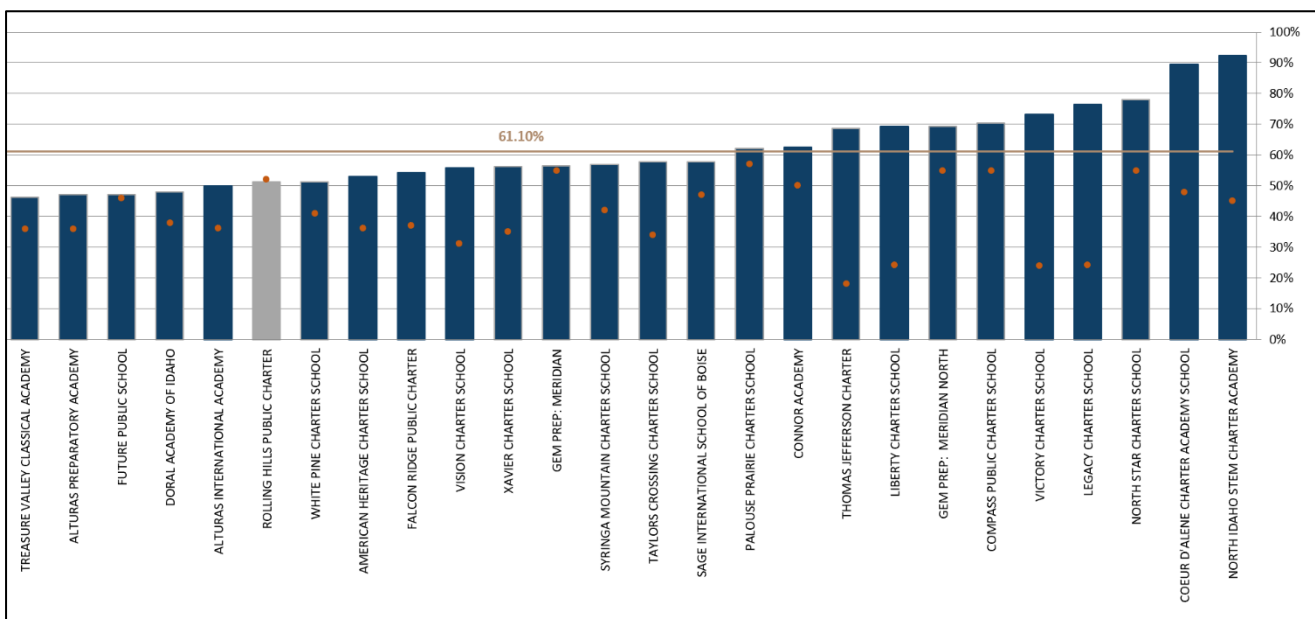
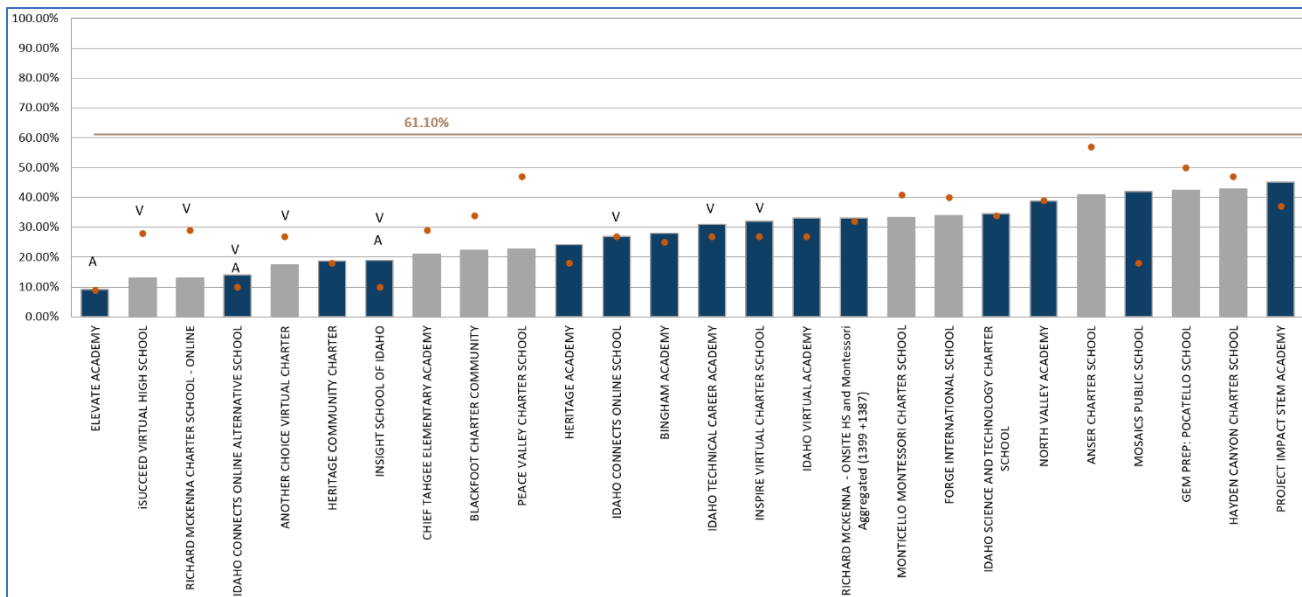
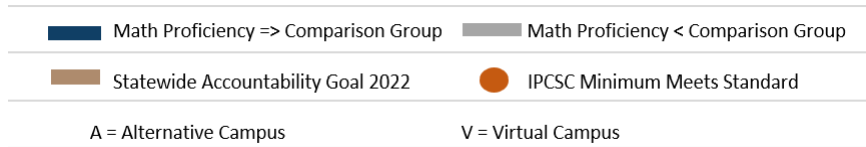
Idaho Public Charter School Commission
Strategic Plan Performance Update as of 12/8/2022

Table 1: Performance Framework Operational Measures Detail							
See Goal 1, Objective B, Measure I, Target 1 for Summary Data							
	Governance Structure	Governance Oversight	Governance Compliance	Student Services	Data Transparency	Facility Services	Ops. Compliance
Target All Years	T: 95%	T: 95%	T: 95%	T: 95%	T: 95%	T: 95%	T: 95%
FY 2019 Result	-----	-----	-----	-----	-----	-----	-----
FY 2020 Result	-----	-----	-----	-----	-----	-----	-----
FY 2021 Result	A: 94%	A: 96%	A: 92%	A: 96%	A: 86%	A: 100%	A: 90%
FY2022 Result	A: 98%	A: 96%	A: 87%	A: 74%	A: 96%	A: 96%	A: 68%
FY 2023 Result	-----	-----	-----	-----	-----	-----	-----

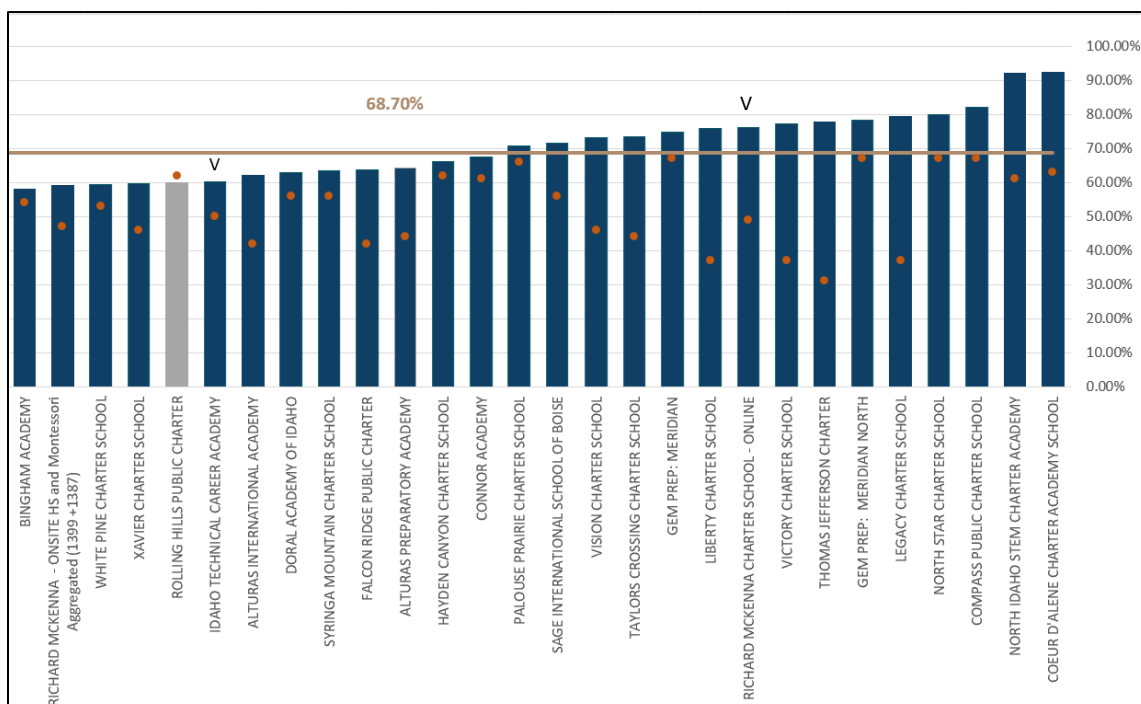
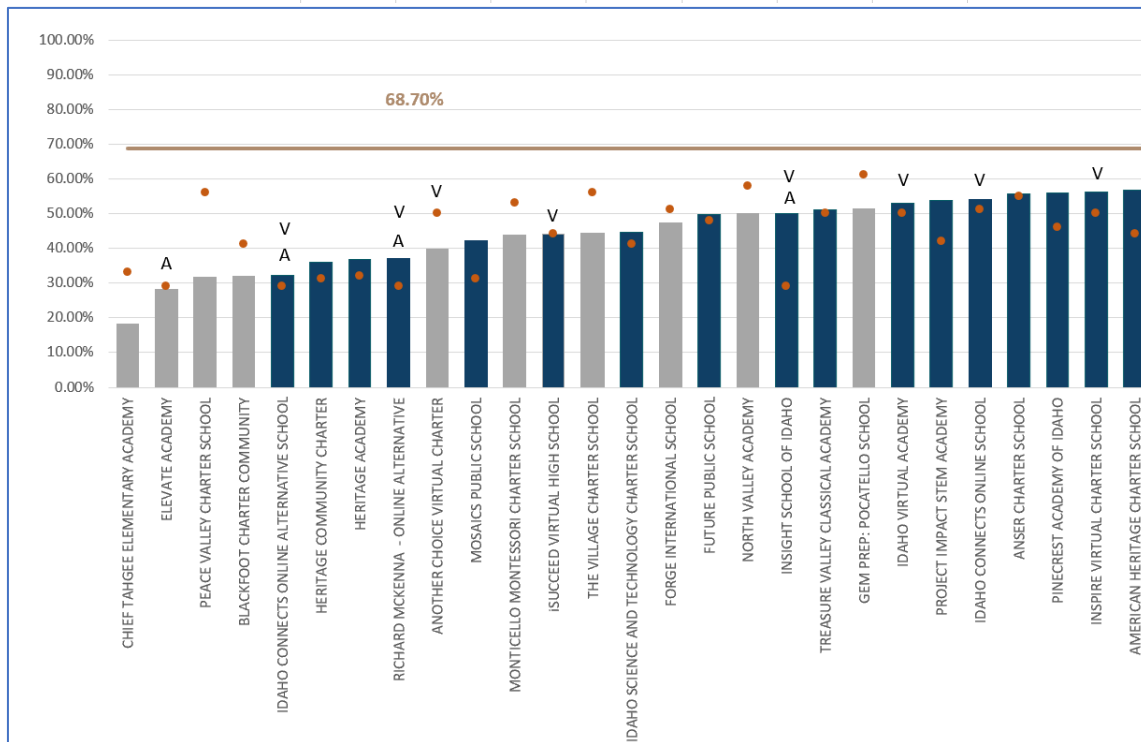
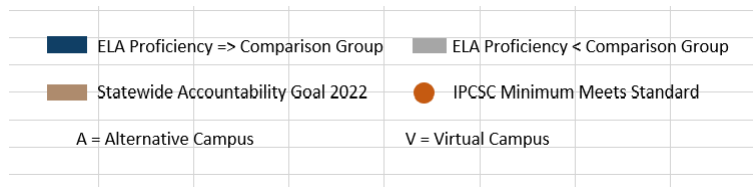
Table 2: Performance Framework Financial Measures Detail								
See Goal 1, Objective B, Measure I, Target 2 for Summary Data								
	Current Ratio (assets to liabilities)	Min. 60 Days Cash	Default	Meeting Enrollment Projections	Positive 3-Yr Aggregated Total Margin	Positive Multi-Yr. Cash Flow	Debt Service Coverage at least 1.1	Debt/Asset Ratio less than .9
Target All Years	T: 90%	T: 90%	T: 90%	T: 90%	T: 90%	T: 90%	T: 90%	T: 90%
FY 2019 Result	-----	-----	-----	-----	-----	-----	-----	-----
FY 2020 Result	-----	-----	-----	-----	-----	-----	-----	-----
FY 2021 Result	A: 84%	A: 80%	A:	A: 72%	A: 88%	A: 84%	A: 69%	A: 78%
FY2022 Result	A: 94%	A: 92%	A: 92%	A: 71%	A: 71%	A: 81%	A: 69%	A: 77%
FY 2023 Result	-----	-----	-----	-----	-----	-----	-----	-----

Table 3: Performance Framework Academic Measures Detail							
See Goal 1, Objective B, Measure I, Target 3 for Summary Data							
	Math Proficiency	ELA Proficiency	Literacy Proficiency	Alt. Math	Alt ELA	Progress Grad	Additional Grad.
Target All Years	T: 75%	T: 75%	T: 75%	TBD	TBD	TBD	TBD
FY 2019 Result	-----	-----	-----	-----	-----	-----	-----
FY 2020 Result	-----	-----	-----	-----	-----	-----	-----
FY 2021 Result	A: 38%	A: 71%	A: 72%	Baseline A: 50%	Baseline A: 67%	No Data	No Data
FY2022 Result	A: 77%	A: 80%	A: 77%	A: 50%	A: 63%	Baseline 50%	Baseline 38%
FY 2023 Result	-----	-----	-----	-----	-----	-----	-----

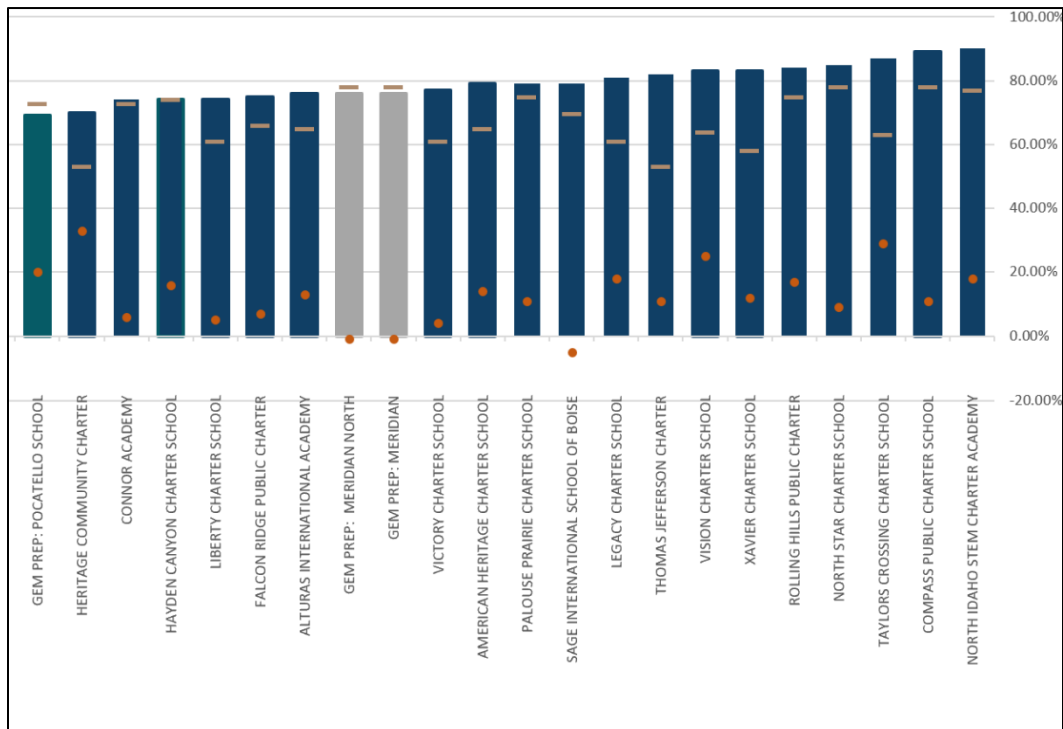
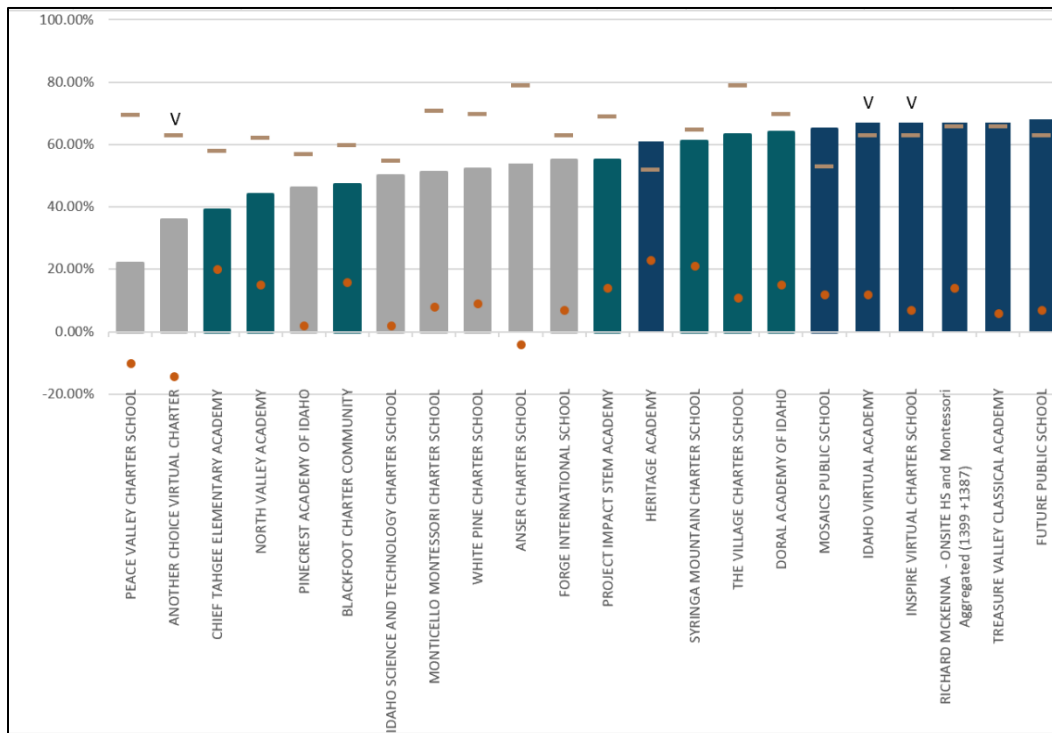
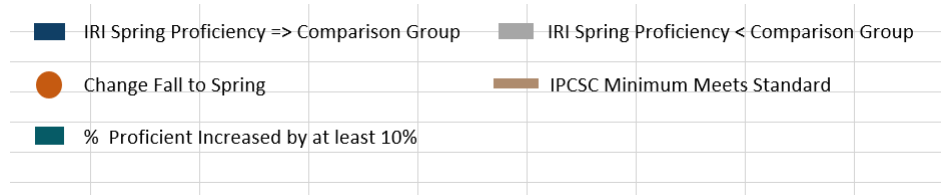
2022 Math ISAT Proficiency IPCSC Schools



2022 English Language Arts ISAT Proficiency IPCSC Schools



2022 Literacy Proficiency (IRI) IPCSC Schools



ALTERNATIVE ACADEMIC MEASURES

Year	Legal Name	Grades Served	Alternative Program Math Mastery	Alternative Program ELA Mastery	Alternative Program Progress Toward Graduation	Alternative Program Additional Graduation
2021-2022	ELEVATE ACADEMY	6-12	34.66%	32.92%	11.51%	68.42%
2021-2022	EMPOWER CONNECTIONS ACADEMY (Inspire Connections Academy - Alternative)	6-12	28.87%	31.96%	5.79%	58.33%
2021-2022	IDAHO CONNECTS ONLINE ALTERNATIVE SCHOOL (Idaho Virtual Education ICON - Alternative)	6-12	17.65%	17.65%	6.35%	N_Size
2021-2022	INSIGHT SCHOOL OF IDAHO (Idaho Virtual Academy - Alternative)	6-12	69.59%	74.32%	41.23%	18.42%
2021-2022	ISUCCEED ACADEMY (iSucceed Virtual High School - Alternative)	7-12	41.46%	50.00%	22.91%	18.09%
2021-2022	KOOTENAI BRIDGE ACADEMY	9-12	49.66%	82.55%	57.24%	52.15%
2021-2022	RICHARD MCKENNA CHARTER SCHOOL - ONLINE ALTERNATIVE (Idaho Virtual High School)	9 12	29.79%	78.72%	10.57%	23.19%
2021-2022	CARDINAL ACADEMY	9 12	50.00%	50.00%	30.36%	23.81%
Two-Year Average Performance Outcome IPCSC Schools			40%	50%	23%	34%