

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 December 8, 2022 as presented; or

A motion to approve the meeting minutes for December 8, 2022 with the following amendments: [state specific amendments].

C. REVIEW OF RENEWAL HEARING PROCEDURES





IDAHO PUBLIC CHARTER SCHOOL COMMISSION REGULAR MEETING AGENDA

Date: Thursday, February 23, 2023
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
- C. Review of Renewal Hearing Procedures (information only)

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. LEGISLATIVE SESSION UPDATE (Action Item)

V. CONSIDERATION OF PERFORMANCE CERTIFICATES (Action Item)

- A. Pinecrest Academy of Lewiston
- B. Idaho Novus Classical Academy

VI. AGENCY FINANCIAL UPDATE

VII. STRATEGIC PLANNING (Action Item)

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

- A. Gem Prep Ammon

IX. CONSIDERATION OF CONSENT AGREEMENTS TO RENEW CHARTER WITHOUT CONDITIONS (Action Item)

- A. Falcon Ridge Public Charter School
- B. Future Public School
- C. Gem Prep Meridian
- D. Heritage Community Charter School
- E. Idaho Science and Technology Charter School
- F. Legacy Charter School
- G. North Idaho STEM Academy
- H. North Star Charter School
- I. North Valley Academy
- J. Palouse Prairie Charter School

X. CONSIDERATION OF CONSENT AGREEMENTS TO RENEW CHARTER WITH CONDITIONS (Action Item)

- A. Inspire Connections Academy
- B. Monticello Montessori Charter School
- C. Project Impact STEM Academy
- D. Peace Valley Charter School
- E. Rolling Hills Public Charter School
- F. Village Leadership Academy

**MEETING MINUTES
IDAHO PUBLIC CHARTER SCHOOL COMMISSION**

December 8, 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 December 8, 2022 at 9:00 a.m.

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

I: COMMISSION WORK

A. Agenda Review/Approval

M/S (Peterson/Echeverria) Motion to approve the agenda with an amendment to remove agenda item 6.B due to the withdrawal of the new charter school petition for M2 Sport Academy. *The motion passed unanimously.*

B. Minutes Review/Approval

M/S (Bair/Scigliano) Motion to approve the meeting minutes for October 13, 2022 with the following amendments: correct the misspellings of Peterson. *The motion passed; Peterson abstaining due to absence from October meeting.*

II: PUBLIC COMMENT

No public comment provided.

III: DIRECTOR'S REPORT

Director Thompson shared updates on Annual Performance Reports, upcoming Charter Renewals, and Zero-Based Regulation Rule.

No action.

IV. CONFERENCE/CONVENTION UPDATES

IPCSC Program Managers, Melissa-Jo Rivera and Jared Dawson provided an update on the 2022 National Association for Charter School Authorizers conference;

Commissioners Peterson and Scigliano, as well as Director Thompson shared updates from the Idaho School Boards Association conference; Commissioners Bair and Reed, as well as Director Thompson provided updates from the National Summit on Education conference.

No action.

V. CONSIDERATION OF PERSONNEL POLICY

Commissioners discussed revisions to personnel policy.

M/S (Echeverria/Fisher) Motion to approve the policy revisions with the following changes: Section D.9 – reverse corrections so that “Commission” remains instead of “IPCSC”; and Section C.5 – add language stating “in compliance with Roberts Rules of Order”. *The motion passed unanimously.*

VI. CONSIDERATION OF NEW CHARTER SCHOOL PETITIONS

A. Pinecrest Academy of Lewiston

Pinecrest Academy of Lewiston presented a petition to open a new charter school. Anna Wilson, board chair, and all other board members collaboratively provided a presentation to the commission.

M/S (Peterson/Scigliano) Motion to approve petition with the following conditions: the petitioners provide to the IPCSC fully executed copies of any and all lease and loan agreements, including notice of any waived Academic fees, by June 30, 2023; and the petitioners provide to the IPCSC a copy of the board approved balanced budget for fiscal year 2024 based on revenue generated by the school’s post-lottery enrollment numbers and including the final negotiated facility costs. *The motion passed unanimously.*

B. Idaho Novus Classical Academy

Idaho Novus Classical Academy presented a petition to open a new charter school. Marvin Lasnick, board chair, and all other board members collaboratively provided a presentation to the commission.

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

VII. STRATEGIC PLAN UPDATE

Director Thompson updated the Commission on the agency's 5-year strategic plan.

No action.

VIII. FY22 ALL SCHOOL ACADEMIC DATA REVIEW

Director Thompson updated the Commission on the IPCSC's performance framework.

No action.

Meeting was adjourned at 12:28 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

NA

BACKGROUND

The IPCSC Director oversees the day-to-day management of the authorizing office. This agenda item provides opportunity for a brief report regarding actions taken and work in progress at the staff level.

DISCUSSION

1. Another Choice Virtual Charter School Closure Update
2. Closure Protocol – Procedural Update

SPEAKER

IPCSC Director, Jenn Thompson

IMPACT

Information item only.

STAFF COMMENTS AND RECOMMENDATIONS

No comments or recommendations.

COMMISSION ACTION

No action.



Closure Protocol

Idaho Public Charter School Commission

514 West Jefferson, Street, Ste. 303

Boise, Idaho 83702

208-332-1561

pcsc@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

Purpose

This document provides guidance on the public charter school closure process.

Authority

Title 33, Chapter 52 of Idaho Code, known as the Charter School Act provides for public charter school operations based on a contractual agreement between a charter school board of directors and a state authorized chartering entity, such as the Idaho Public Charter School Commission (IPCSC).

Operating contracts, known as Performance Certificates are granted by state authorized chartering entities to the governing board of a non-profit corporation that serves as the charter holder. Performance certificates are limited to five-year terms.

Closure protocol is enacted when:

- an authorized chartering entity chooses to non-renew a school's charter pursuant to I.C. § 33-5209B;
- an authorized chartering entity chooses to exercise its right to revoke a charter pursuant to I.C. § 33-5209C; or
- a charter holder chooses to relinquish its charter by approval of a resolution.

Each authorized chartering entity is required to maintain a closure protocol and is tasked with oversight of the closure process.

If closure is due to an IPCSC nonrenewal or revocation decision, written notice will be issued to the school within 14 days of the decision and this closure protocol must begin within 5 days.

Roles

Authorizer: the authorized chartering entity is responsible to maintain closure protocol and to oversee the closure process.

Charter Holder: the charter holder is responsible to ensure that all closure tasks are complete and all deadlines are met. The school is responsible for any and all costs associated with closure.

Note

Please note that every closure situation is different. This guidance document may need to be expanded or adjusted to accommodate the specifics of a particular closure.

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I. Closure Protocol Team

A. Initial Meeting

within 5 business days of the date on which written notice of closure is issued, a meeting of the closure protocol team will be held.

B. Team Members

The Closure Protocol Team shall meet at least once a month between the date of the decision to non-renew, revoke, or relinquish the charter and the final dissolution of the board. Meetings shall be organized and chaired by the “team lead”. The team lead is also responsible for compiling meeting minutes and all documentation for the final closure report.

Required members of this team shall include:

1. The school’s Board Chair;
2. The school’s Lead Administrator;
3. The school’s Business Manager;
4. The IPCSC Director
5. A Team Lead (appointed by the IPCSC Director); and
6. The State Department of Education’s School Choice Coordinator.
7. Additional members may be added to the closure protocol team by mutual agreement of the required members.

C. Subcommittees

1. Subcommittees shall be established for the purpose of managing closure tasks in the following areas:
 - i. Communication – student, teacher, family
 - ii. Financial – vendors and assets
 - iii. Business – employer and corporation
 - iv. Records – student and employee records

D. Meeting Agenda

The meeting agenda for the initial meeting of the closure protocol team shall include the following:

1. Review of the closure protocol guidance document;
2. Review of the final closure report template;
3. Review the roles and responsibilities of each party and subcommittee throughout the process;
4. Assign liaisons from both the school and the IPCSC to the Closure Protocol Team and any subcommittees;
5. Establish due dates for all tasks listed in Section I.E of these procedures; and
6. Review notification letter drafted by IPCSC Staff.

E. Important Dates

Due dates to be established at the initial meeting of the Closure Protocol Team shall include the following:

1. The date of the school's last allowable draw on public funds;
2. The date on which the school shall cease to provide services to students;
3. The date by which records to be retained beyond the closure date are to be transferred the authorizer;
4. The date by which all assets purchased with federal dollars must be transferred to the authorizer for redistribution to other charter schools;
5. the date on which all employee contracts are to be ended and all communication on behalf of the school must cease;
6. The date on which benefits will end;
7. The date by which the final audit must be completed;
8. The date by which all financial activity must be ended, including cutting the final checks and closing all bank accounts;

9. The date by which all W2s will be issued for the school's final operating year; and
10. The date by which the non-profit corporation must be dissolved.

Communication

A. Initial Stakeholder Notification

1. Within 7 business days of the date written notice of closure is issued, the school is responsible to issue a letter (drafted by the IPCSC) notifying stakeholders of closure. This letter shall minimally include:
 - a. Where and when the final order will be posted online for transparency of the reasons for closure;
 - b. The last date of student services;
 - c. Transfer procedures;
 - d. Explanation of the appeal process and when a decision regarding an appeal would be published; and
 - e. Contact information for the school's administrator and the IPCSC.
2. The school may choose to include a supplemental letter drafted by the school's board, and if so, such draft must be provided to the IPCSC prior to distribution to stakeholders.
3. The school is responsible to distribute the IPCSC's letter (and the school board issued supplemental letter, if applicable) to the following recipients:
 - a. All Parents of current students and all parents currently on a waitlist;
 - b. All Teachers, Staff, and Volunteers;
 - c. All Vendors with whom the school has an active contract or has engaged with in the past 12 months;
 - d. All Lease and Loan/bond holders; and
 - e. Any Educational Services Providers with whom the school contracts.
4. The authorizer is responsible to issue a letter informing stakeholders of the closure situation to the following recipients:

- a. All potentially impacted school districts and charter schools;
 - b. The State Department of Education;
 - c. The State Board of Education;
 - d. The Office of the Governor;
 - e. The Public Employment Retirement Service of Idaho;
 - f. The chairpersons of the House and Senate Education committees; and
 - g. The Senators and Representatives serving the state legislature on behalf of the district in which the school maintains student occupied facilities or business offices.
5. Within 7 days of the date written notice of closure is issued, the IPCSC's letter informing stakeholders of the closure situation shall be posted in a prominent location on the school's website and the IPCSC's website.

B. Staff Meeting

1. Within 7 days of the date written notice of closure is issued, the school's administrator, board chair, and business manager shall hold a meeting with all staff to discuss the following:
 - a. Media contact protocol
The Director of the IPCSC is the authorized media contact for the IPCSC. The school is encouraged to establish a single point of contact to manage public relations on behalf of the school.
 - b. Maintenance of normalcy (to the best possible level) for students through the last day of student services
All instructional and student services are required to be provided in full through the last day the school is allowed to provide such services. The student experience should remain as normal as possible through this process. It is recommended that the school provide guidance for teachers and staff early-on to ensure common language and tone is used when discussing this situation with students and families.
 - c. End of Employment Impact
This date is established by the Closure Protocol Team. When determining the end of contract dates, please consider the impact of this date on health

insurance and PERSI. When at all possible, August 31st is recommended as this will allow teachers who re-employ at another school the best opportunity for uninterrupted health insurance coverage. However, this decision must be balanced with the urgency of the closure and the school's obligation to spend as little as necessary during the closure period.

2. The meeting agenda for this staff meeting should include the following:
 - a. Notification of closure timeline and timeline of parallel appeal if the school has chosen to or is considering appealing the closure decision.
 - b. Review of media protocol and how to discuss the issue with parents and students.
 - c. Date of last paychecks and whether/who will remain on staff after end of student services and end of contract dates.
 - d. Timeline for more information regarding sick leave, vacation time, and health insurance; Cobra may not be available when the charter school providing the original health insurance ceases to exist.
 - e. Timeline for more information regarding any impacts to PERSI; Employees whose last place of work prior to retirement was the school being closed may lose the ability to transfer accrued sick leave into funds used for medical coverage.
 - f. Timeline for winding-down and transition of duties, including, but not limited to facility access and security, access to email and software, hardware returns, and asset management of furniture, fixtures, equipment, and curriculum.
 - g. Social emotional services for staff and students if the school has chosen to make such available; We acknowledge that closure can be traumatic for staff and students. Schools are encouraged to consider making additional counseling services available.
 - h. Assistance with employment transition for staff (such as access to hiring fairs or letters of recommendation) if the school has chosen to make such available.

C. Ongoing Communication

1. Additional communication with stakeholders will be necessary throughout the closure process.
2. The Communication subcommittee is responsible for ensuring that any necessary communication is timely and accurate.

F. Financial Dissolution

A. Expenses

1. Within 15 business days of the date on which written notification of closure was issued a meeting shall be held between the school's business manager, the IPCSC's Finance Manager, and the Team Lead.
2. Additional attendees (such as the school's auditor) may be invited to the meeting by mutual agreement of both required attendees. Any related costs are the responsibility of the school.
3. No later than the start of the scheduled meeting, the school's business manager shall make the following available to the IPCSC:
 - a. A list of every vendor the school has paid in the last 12 months;
 - b. A copy of all arrangements with vendors including: contracts, service agreements, grants, and/or MOUs with all services providers that are currently active or that have been active in the past 12 months;
 - c. A copy of all lease agreements and all long-term loans;
 - d. A list of all insurance policies held by the school (including liability, directors and officers, worker's comp, etc.), including company, policy number, and coverage specifics; and
 - e. All bank statements for the previous 12 months.
4. The meeting agenda for this meeting shall include the following:
 - a. A review of statute, rule, policy, and regulations related to closure as presented by the Closure Team Lead.
This part of the discussion should consider requirements of the IRS, the Department

of Labor, the Government Accounting Standards Board, as well as the Idaho Charter School Act and rules and policy established by the State Board of Education and the State Department of Education.

- b. A review of projected cash flow through end of operations as presented by the school's Business Manager.
There will be time to revise this initial projection as closure progresses, and the numbers are expected to shift throughout the process, but this exercise establishes a starting place. Please consider the last allowable draw of funds, payroll through end of contracts, and note that there may be additional closing costs, such as a PERSI buy out, storage costs, or penalties on early lease termination.
- c. Development of a plan for immediately reducing spending to necessities only, which may require board action to suspend or change policies to allow for changes in who has spending authority and at what amounts.
- d. Prioritization of payment of anticipated expenditures, pursuant to Idaho Code.
- e. Documentation of a list of items requiring follow-up and who is responsible for the workload or costs.
- f. Establishment of approximate deadlines for when each account is to be closed.

5. Following the initial meeting, the school's Business Manager shall be responsible to provide the following documentation:

- a. Verification that the school's account has been paid in full with each vendor as accounts are closed;
- b. Verification that the school has met with PERSI and has established a final transmission date;
- c. Documentation that any outstanding PERSI fees are paid;
- d. Verification that the school has met with the board approved auditor and has established a final audit timeline. Note that the timing of this audit may be later than usual; and
- e. Verification of end dates for leases and liability coverage (including property and directors/officers).

B. Accounting of Assets

- i. The IPCSC shall provide to the school a written guidance document with regard to the sale and dissolution of assets.
 - ii. The school shall be responsible to provide the IPCSC and the SDE with a full inventory of all physical assets owned by the corporation within 30 days of the date on which the notice of closure was issued.
 - iii. The inventory shall include:
 - a. A description of the item;
 - b. The fund with which each item was purchased; and
 - c. An estimate of the current value of the item.
- D. The Team Lead, the IPCSC's Finance Manager, a representative from the SDE, and the school's Business Manager shall meet to review this inventory within 15 days of receipt of the inventory, and may verify accuracy via thorough on-site review.

C. Dissolution of Assets

1. All viable special education testing materials shall be distributed to the SDE for redistribution to charter schools based on the agency's determination of need.
2. Property owned by the ESP will be claimed by the ESP. The lease by which this equipment was provided to the school must include an itemized inventory and shall be provided to the IPCSC.
3. Any items purchased with federal funds (excluding special education testing materials) shall be returned to the IPCSC for redistribution to other charter schools. The IPCSC shall retain record of what was received and to whom it was redistributed.
4. The school is responsible to arrange for delivery of assets in an organized and well-labeled manner.
5. All assets purchased with state funds shall be liquidated to the greatest degree possible. Please see the IPCSC's guidance on the sale and dissolution of assets for procedural expectations.
6. When all assets have been redistributed and liquidated, and all creditors have been paid, any remaining funds shall be returned to the Public School Income Fund via the State Department of Education.

D. Reporting

1. The school shall ensure that an audit completed by an independent auditor is conducted, the audit report is approved by the school's board, and submitted to both the State Department of Education and the authorizer.
2. The school shall ensure that all documentation required to dissolve the school as a business is filed with the IRS, including dissolution of the 501c3.
3. After the sale of assets, and the all checks are cut, any remaining funds shall be returned to the State Department of Education for distribution to operational schools.
4. File final tax reports.
5. Issue W2s for previous tax year.

IV – Records Management

i. Records Retention Procedures

1. The school's Lead Administrator is responsible to ensure the proper retention and destruction of records in accordance with the State of Idaho's records retention schedule.
2. The public charter school shall make every effort to transfer all active student records (including the cumulative file and the special education file) to the student's next school of choice prior to the date on which records are scheduled to transfer to the authorizer.
3. The public charter school shall ensure that every student file (active or inactive) includes an official transcript (signed, embossed, etc.) or final report card and a record of where and when the student's records were transferred out of the public charter school's care. This information shall be compiled in a single spreadsheet.
4. The public charter school shall ensure that all records to be transferred to the authorizer (cumulative and special education) are scanned into an electronic format. Costs incurred are the responsibility of the school.

5. The public charter school shall ensure that all records are transferred to the authorizer via a secure file transfer protocol.
6. No employee or former employee of the school shall retain copies or have access to student, employee, or financial records after the employee's end of contract date.

ii. Records to be Retained

1. Student Records:

- a. Student cumulative files shall be retained for five years beyond the student's exit date.
- b. Student special education files shall be retained for five years beyond the student's exit date.
- c. Official transcripts or final report cards for all students who attended the school shall be retained permanently and shall include the name and address of the student, the name of the student's parent(s)/guardian(s), the student's date of birth, the courses attempted by the student and grades earned by the student.
- d. Record of student records transfer shall be retained permanently;

2. Personnel Records:

- a. Personnel files shall be retained for five years beyond the employee's termination date.
- b. Personnel files shall include the name, address, and contact information of the employee; employment agreements or contracts signed by the employee, verification of certification (if applicable), and all employee evaluations. No other documentation shall be retained.

3. Financial Records:

- a. Monthly expenditure reports for the five years preceding the school's closure date shall be retained. Records shall be destroyed after five years.
- b. Monthly deposit records for the five years preceding the school's closure date. Records shall be destroyed after five years.
- c. All bids received and contracts awarded in the five years preceding the school's closure date. Records shall be destroyed after five years.

- d. Medicaid reimbursement records for seven years prior to the school's closure date. Records shall be destroyed after seven years.
 - e. Bank statements for all accounts for five years preceding the school's closure date. Records shall be destroyed after five years.
 - f. Tax documents shall be retained for the seven years prior to the school's closure date. These documents include but are not limited to IRS forms 941 and 1099. Records shall be destroyed after seven years.
 - g. Annual financial audit reports and annual board approved budgets shall be retained permanently for all operational years. These documents are submitted to the IPCSC annually, and may not need to be re-submitted.
4. Governance Records:
- a. All meeting agendas shall be retained permanently.
 - b. All meeting minutes shall be retained permanently.
 - c. A complete copy of the most recent set of board policy shall be retained permanently.
 - d. A copy of the board bylaws and articles of incorporation shall be retained permanently.
5. School Culture Records
- a. The school's lead administrator shall be responsible to make arrangements for the permanent retention of all school newspapers, yearbooks, and student handbooks through the Idaho Historical Society. The school is responsible for all costs incurred.
6. Records Requests After Closure
- a. The IPCSC shall manage records requests for student transcripts and for personnel files after the school has closed.
 - b. The school shall ensure that the school's URL redirects to the IPCSC's records request page for a minimum of 3 years after the school's closure, at the school's expense.

V. Governing Board

iii. Final dissolution

1. Final Board Meeting

- a. In accordance with OML notice a final meeting of the governing board and pursuant to I.C. § 30-30-1001, a vote to dissolve a nonprofit corporation shall be properly noticed and accompanied by the dissolution plan. In this case, the dissolution plan is the closure protocol, which should be near completion by the time this motion is made. This section of Idaho Code also requires that the agenda state that the purpose, or one of the purposes, of the meeting is to consider a resolution to dissolve of the non-profit corporation.
- b. I.C. § 33-5212 addresses the order in which payments shall be made, and state that any remaining assets after all creditors have been paid shall be distributed to the Public School Income Fund. This information should be incorporated into the dissolution motion as it is required to be noticed by the Non-Profit Corporation Act.
- c. A vote in favor of dissolution passes with a majority vote of the board directors.
- d. A copy of the resolution must be provided to the IPCSC with 24 hours of the vote.

2. Meeting Agenda

- a. Approval of the financial audit report (if not already complete).
- b. Approval of any final contracts to be paid (i.e. for the Business Manager to return at the end of the calendar year to prepare final tax documents and distribute to employees).
- c. Appointment of a designee to file dissolution of the school's 501c3 with the IRS and articles of dissolution with the Idaho Secretary of State.
- d. Appointment of a designee to complete any and all final activities that may be necessary.
- e. Signature of any final checks.

3. Articles of Dissolution

- a. Pursuant to I.C. § 30-30-1003, after the dissolution has been authorized, a designee (identified in the dissolution plan) shall files articles of dissolution with the Idaho

Secretary of State. These articles shall minimally include:

- i. The name of the corporation;
 - ii. The date dissolution was authorized;
 - iii. A statement that dissolution was approved by a sufficient vote of the board.
- b. A corporation is effectively dissolved as of the date of its articles of dissolution.
- c. The school shall provide a copy of the filed articles of dissolution to the IPCSC.
- 4. A dissolved corporation may continue its corporate existence but may not carry on any activities except those appropriate to wind up and liquidate its affairs.

B. Claims against a dissolved Corporation

- iv. After the date on which the articles of dissolution are filed, the corporation may dispose of the known claims against it by sending written notice, pursuant to I.C. § 30-30-1005. Written notice must include:
 - a. A description of the information that must be included in a claim;
 - b. A mailing address where a claim may be sent;
 - c. The deadline, by which the dissolved corporation must receive the claim; and
 - d. State that the claim will be barred if not received by the deadline, which may not be fewer than one hundred twenty (120) days from the effective date of the written notice.
- v. The corporation must address any unknown claims against it by publishing a notice Pursuant to I.C. 30-30-1006. The notice must:
 - 1. Be published one (1) time in a newspaper of general circulation in the county where the dissolved corporation's principal office is or was located, or, if none in this state, in Ada county;
 - 2. Describe the information that must be included in a claim and provide a mailing address where the claim may be sent; and
 - 3. State that a claim against the corporation will be barred unless a proceeding to enforce the claim is commenced within five (5) years after publication of the notice.

- vi. Claims will be enforced if the corporation's assets have be distributed in liquidation to any party other than a creditor. A claim may be made by a creditor against the recipient, not to exceed the amount received by the recipient.

C. Reporting

1. The school shall ensure that all state and federal reporting is complete prior to dissolution. Verification of completed reports shall be made by the IPCSC. Required reports include, but are not limited to the following:
 - a. ISEE final data upload including, but not limited to student, course, teachers, and financial data sets;
 - b. Federal programs final reporting;
 - c. Grant final reporting; and
 - d. The school shall ensure that dissolution of the charter holder's non-profit organization is filed with the secretary of state and shall provide the IPCSC with a copy of this filing;
2. The school shall ensure that the dissolution of the school's 501c3 is on file with the IRS and shall provide the IPCSC with a copy of this filing.

VI. Final Closure Report Outline

Throughout the closure protocol process, the Closure Team Lead will collect the required documentation and build a final report. The final report will be permanently retained by IPCSC and posted on the IPCSC's website.

i. Cover Sheet

1. A final closure report must include a cover sheet with the following information:
 - a. The legal name of the school;
 - b. The legal name of the charter holder;
 - c. The address(s) that the school occupied at time of closure;
 - d. Contact information for future questions;

- e. The following links and a statement that more information can be found at these locations,
 - i. [PCSC webpage for this school],
 - ii. [webpage for the meeting at which the charter was approved],
 - iii. [webpage for the meeting at which the charter was nonrenewed or revoked, if applicable], and
 - iv. [webpage for any related hearings]; and
- f. A description of where requests for student transcripts can be made after closure.
- g. A list of the complete closure protocol team.
- h. A list of the following key dates:
 - i. The date on which the charter was approved;
 - ii. The first and final dates on which the school was authorized to serve students;
 - iii. The date on which the school received its final distribution of state funding;
 - iv. The date on which teacher contracts ended; and
 - v. The date on which the charter holder's corporation was dissolved.

B. Required Attachments, Redacted

1. Final IPCSC Closure Order
2. Final appeal decision (if applicable)
3. IPCSC Notification of Stakeholders Letter
4. List of all vendors, including the name and address of the vendor, a description of the services provided/purchased, and the date on which the IPCSC verified account closure.
5. A list of insurance coverages, including company and the last date of coverage (including health, liability, etc.)
6. A list of all contracts, service agreements, grants, and MOUs to be retained by the IPCSC, including verification of date received.
7. A list of all lease agreements and all long-term debt held by the school at the beginning of the closure protocol, including the company and amount.
8. Documentation of the termination of any leases or loans.
9. Final bank statements indicating account closure.

10. Expense reports for the 12 months preceding dissolution.
11. A copy of the final check cut to the SDE, if applicable.
12. Inventory of assets, including the fund with which each item was purchased, the date of purchase, the estimated value.
13. For assets purchased with federal dollars, also include the final recipient of the asset, and the date of transfer.
14. The charter holder's final dissolution resolution.
15. A copy of the articles of dissolution.
16. A copy of the 501c3 dissolution notification.
17. A copy of the newspaper notice to unknown claimants.
18. Meeting minutes from all meetings of the closure protocol team and all subcommittee meetings attended by the Closure Team Lead.
19. Any other documentation that may provide important details.

IV. LEGISLATIVE SESSION UPDATE

APPLICABLE STATUTE, RULE, OR POLICY

NA

BACKGROUND

The Commission may choose to instruct its Director to provide testimony to the legislature regarding an issue or bill to be considered by the legislature.

DISCUSSION

Director Thompson will provide a review of legislative activity relevant to the charter school sector or the education sector in general.

SPEAKER

IPCSC Director, Jenn Thompson

IMPACT

If the Commission instructs the Director to provide testimony on behalf of the Commission, such testimony will be offered. If the Commission does not instruct the Director to provide testimony on its behalf, testimony may still be offered at the Director's discretion for the purpose of providing technical assistance to the legislature, but no opinion in support or against a proposed bill will be offered.

STAFF COMMENTS AND RECOMMENDATIONS

Staff has no recommendations at the time of materials publication.

COMMISSION ACTION

A motion to instruct the agency Director to provide testimony on behalf of the Commission [in favor or not in favor] of [state bill by number or description];

OR

No motion.

V. Consideration of Performance Certificates

A. Pinecrest Academy of Lewiston

APPLICABLE STATUTE, RULE, OR POLICY

I.C. §33-5205B Performance Certificates

BACKGROUND

Idaho statute requires that all public charter schools and their authorizers execute performance certificates within 75 days of petition approval.

On December 8, 2022 the IPCSC approved a charter petition for Pinecrest Academy of Lewiston (PAL).

DISCUSSION

IPCSC staff has collaborated with Pinecrest Academy of Lewiston to draft the individualized sections of the performance certificate and framework. In these materials, individualized sections of the certificate are highlighted in yellow.

IMPACT

The IPCSC has 75 days from the date of new petition approval in which to execute a performance certificate with the school's governing board.

If the IPCSC moves to execute the performance certificate, the IPCSC chairman and Pinecrest Academy of Lewiston board chair will sign the certificate, making it effective for the dates specified therein.

STAFF COMMENTS AND RECOMMENDATIONS

The IPCSC recommends that the commission approve the performance certificate as presented.

COMMISSION ACTION

A motion to execute the performance certificate for Pinecrest Academy of Lewiston as presented; or

Another motion at the discretion of the commission.

CHARTER SCHOOL PERFORMANCE CERTIFICATE

This Performance Certificate (“Certificate”) is executed on **February 23, 2023**, by and between the Idaho Public Charter School Commission (the “Authorizer”) and **Pinecrest Academy of Lewiston**, Inc. (the “Charter Holder”) for the purpose of **operating Pinecrest Academy of Lewiston** (the “School”), an independent public school organized as an Idaho nonprofit corporation and established under the Public Charter Schools Act of 1998, Idaho Code section 33-5201 *et seq.*, as amended (the “Charter Schools Act”).

RECITALS

WHEREAS, **Pinecrest Academy of Lewiston** is a non-profit entity incorporated with a board of directors; and

WHEREAS, on **December 8, 2022**, the Authorizer approved the charter petition (the “Charter”) subject to conditions outlined in **Appendix A**;

NOW THEREFORE in consideration of the foregoing recitals and the mutual understandings contained herein, the Authorizer and **Pinecrest Academy of Lewiston** agree as follows:

SECTION 1: TERMS OF AUTHORIZATION

- A. Establishment of School.** The Charter Holder is hereby authorized to implement at the School the program described in the Charter, attached to this Certificate as Appendix C and incorporated herein by this reference. Any significant changes to any section of the Charter, including the educational program, facilities plan, financial plan, or the management plan, during the School’s pre-operational period or first operational term shall be treated as an amendment in accordance with the Authorizer’s policy.
- B. Term of Agreement.** The School’s operational term shall be from July 1, **2023** and end on June 30, **2028**. Subsequent terms of operation may be issued by the Authorizer in accordance with Idaho Code and Authorizer policy.
- C. Renewal Conditions.** The School is conditionally approved to operate. Applicable conditions are attached as **Appendix A** and incorporated herein by this reference. If all renewal conditions have been completed to the satisfaction of the Authorizer by the stated due date, the School shall continue operations through the remainder of the current Certificate term. In the event that all renewal conditions have not been completed to the satisfaction of the Authorizer by the stated due date, the Authorizer will consider whether to exercise its authority to revoke the School’s Charter at its next regularly scheduled meeting.

SECTION 2: EDUCATIONAL PROGRAM

- A. School Mission.** The mission of the School is as follows:
Our mission is to unite the community to prepare students for college and career.
- B. Grades Served.** The School may serve students in grades **Kindergarten** through **8**.

C. Design Elements. The School shall implement and maintain the following essential design elements of its educational program:

- i. A course guide, lesson plans, and syllabi based on the Idaho Content Standards and national STEAM Standards. This shall be verified by observation of the required documents.
- ii. A hybrid, standards-based approach to grading and communication of grades. This shall be verified by documentation and observation.
- iii. A thematic approach to integrate core areas of study such as mathematics, reading, language arts, writing, science, and social studies. This shall be verified by instruction plans, observation, and syllabi.
- iv. A differentiated approach through blended learning to enhance student learning and goal tracking. This shall be verified by observation.
- v. Appropriate assessments to measure learning (screening, progress monitoring, and diagnostic). This shall be verified by documentation of assessments.
- vi. Data-driven, high-quality differentiated instruction for all students. This shall be verified by syllabi, curriculum and instruction plans.
- vii. Supplemental programming for student advancement and remediation. This shall be verified by documentation and observation.
- viii. Research-based instructional practices. This shall be verified by observation.
- ix. Professional development and support for teachers with research-based practices, advanced curriculum, and technology integration. This shall be verified by documentation of processes and observation.
- x. Weekly grade level meetings to review common pacing calendars and lesson plans. This shall be verified by calendar review.
- xi. Data Days and Staff Development Days for ongoing review of campus and system-wide data and professional development workshops. This shall be verified by calendar review.
- xii. Before and After school tutoring for remediation and acceleration. This shall be verified by calendar review, syllabi and observation.
- xiii. Targeted interventions for struggling students performing below grade level. This shall be verified by syllabi, calendar review and other appropriate documentation.

D. Standardized Testing. Students of the School shall be tested with the same standardized tests as other Idaho public school students.

E. Accreditation. The School shall be accredited as provided by rule of the State Board of Education. The School shall be accredited or appropriately credentialed by Cognia. All reports issued to the School from the accrediting agency shall be submitted to the Authorizer within five days of receipt.

SECTION 3: SCHOOL GOVERNANCE

A. Governing Board. The School shall be governed by a non-profit board of directors (the “Board”) incorporated by the Charter Holder. The Board shall serve as public agents authorized by the Authorizer, in a manner that is consistent with the terms of this Certificate, so long as such provisions are in accordance with state and federal laws, rules and regulations. The Board shall

have final authority with respect to the School's operation, and shall have the responsibility of overseeing academic achievement, financial stability, and operational management of the School. The Charter Holder shall also be responsible for maintaining and enforcing a compliant Board and providing overall Board stewardship for the School.

- B. Articles of Incorporation and Bylaws.** The articles of incorporation and bylaws of the Charter Holder shall provide for governance of the operation of the School as a nonprofit corporation and a public charter school, and shall at all times be consistent with all applicable laws, rules, regulations, and this Certificate. The Charter Holder shall notify the Authorizer of any modification to the articles of incorporation or bylaws within five business days of approval by the Charter Holder.
- C. Charter Board Composition.** The composition of the Board shall at all times be determined by and consistent with the articles of incorporation and bylaws, and all applicable laws, rules, regulations, and policies. The Charter Holder shall notify the Authorizer of any changes to its composition and provide an amended School Leadership Roster within five business days of it taking effect.

SECTION 4: AUTHORIZER ROLE AND RESPONSIBILITIES

- A. Oversight Allowing Autonomy.** The Authorizer's role shall be to evaluate the School's performance outcomes according to this Certificate and the Performance Framework, and shall be to provide compliance oversight. The Authorizer shall comply with the provisions of the Charter Schools Act and the terms of this Certificate in a manner that does not unduly inhibit the autonomy of the School.
- B. Charter School Performance Framework.** The Charter School Performance Framework ("Performance Framework") is attached and incorporated into this agreement as **Appendix B**. The Performance Framework shall be used to annually evaluate the School's academic achievement, Board stewardship, operational management, and financial stability. The specific terms of the Performance Framework are determined by the Authorizer and shall be binding on the School.
- C. Identified Comparison Group.** For purposes of evaluating the School against the metrics and measures established in the Performance Framework, the School's comparison group shall be identified as described below and shall be established for the length of the Certificate term.
 - i. The comparison group for Pinecrest Academy of Lewiston shall be Lewiston School District 340.
- D. Authorizer to Monitor School Performance.** The Authorizer shall monitor and report on the School's progress in relation to the indicators, measures, metrics, and targets set out in the Performance Framework. A formal report of the School's academic, financial, and operational performance ("Performance Report") shall be provided to the school and the public by the Authorizer annually. Data necessary to conduct this evaluation will be collected throughout the year. Additional reviews may be necessary if compliance concerns arise.
- E. School Performance.** The School shall meet standard on all measures of the Performance

Framework. The Authorizer shall renew any charter in which the School met all the terms of its Certificate, including all appendices, at the time of renewal.

- G. Performance Framework as Basis for Renewal of Charter.** The School's performance in relation to the Performance Framework shall provide the basis upon which the Authorizer shall decide whether to renew the School's Charter at the end of the Certificate term.
- H. Required Reports.** The School shall prepare and submit reports as required by the Authorizer's policy.
- I. Authorizer's Right to Review.** The Authorizer maintains the right to request and review additional documentation if such becomes necessary in the course of regular oversight duties or to investigate the validity of a compliance concern. The Authorizer shall conduct its reviews in a manner that does not unduly inhibit the autonomy granted to the School.
- J. Site Visits.** The Authorizer may conduct site visits in accordance with the Authorizer's policy. Reports from any site visit shall be made available to the School and shall be included in the School's annual Performance Report.

SECTION 5: SCHOOL OPERATIONS

- A. In General.** The School and the Charter Holder shall operate at all times in accordance with all federal and state laws, rules, regulations, local ordinances, and Authorizer policies applicable to public charter schools.
- B. Maximum Enrollment.** The maximum number of students who may be enrolled in the School, across all programs, shall be 510.
- C. Equitable Enrollment Procedures.** The School shall make student recruitment, admissions, enrollment, and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services. In no event may the School limit admission based on race, ethnicity, national origin, disability, gender, income level, athletic ability, or proficiency in the English language. If there are more applications to enroll in the School than there are spaces available, the School shall select students to attend using a random selection process that shall be publicly noticed and open to the public.
 - i. **Calendar.** The School shall operate on a traditional nine-month calendar in which the last day of the regular term shall fall on or before June 30
 - ii. The School will not offer a summer school session for the purpose of acceleration and/or credit recovery.
- D. School Facilities.** The School shall operate at the following location(s): 1212 9th Ave., Lewiston, ID 83501. The School shall provide the Authorizer with facilities documentation, including occupancy permits, fire marshal reports, building inspection reports, and health department reports for any facility newly occupied by the School, and any remodeling or construction project for which such documentation is necessary in accordance with Authorizer policy and in accordance with law, rule, regulations, and authorizer policy.
- E. Attendance Area.** The School's primary attendance area shall be used for the purposes of

determining applicability of this enrollment preference category.

- i. The School's on-site programs shall have a primary attendance area as follows: the boundaries of Lewiston School District 340.

- F. **Staff.** Instructional staff shall be certified as provided by rule of the State Board of Education. All full-time staff members of the School shall be covered by the Public Employee Retirement System of Idaho, federal social security, unemployment insurance, worker's compensation insurance, and health insurance.
- G. **Alignment with All Applicable Law.** The School shall comply with all applicable federal and state laws, rules, and regulations. In the event any such laws, rules, or regulations are amended, the School shall be bound by any such amendment upon the effective date of said amendment.

SECTION 6: SCHOOL FINANCE

- A. **General.** The School shall comply with all applicable financial and budget laws, rules, regulations, and financial reporting requirements, as well as the requirements contained in the School's Performance Framework.
- B. **Financial Controls.** At all times, the Charter Holder shall ensure that the School maintains appropriate governance, managerial procedures, and financial controls, which shall include, but not be limited to: (1) commonly accepted accounting practices and the capacity to implement them; (2) a checking account; (3) adequate payroll procedures; (4) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year; (5) internal control procedures for cash receipts, cash disbursements and purchases; and (6) maintenance of asset registers and financial procedures for grants, all in accordance with state and federal laws, rules, regulations, and Authorizer policy.
- C. **Financial Audit.** The School shall submit audited financial statements from an independent auditor to the Authorizer no later than November 1 of each year.
- D. **Annual Budgets.** The School shall adopt a budget for each fiscal year, prior to the beginning of the fiscal year. The budget shall be in the Idaho Financial Accounting Reporting Management Systems (IFARMS) format or any other format as may be reasonably requested by the Authorizer.

SECTION 7: TERMINATION, NON-RENEWAL AND REVOCATION

- A. **Relinquishment.** Should the Charter Holder choose to relinquish its Charter before the expiration of this Certificate, it may do so upon written notice to the Authorizer. In such a case, the Authorizer's closure protocol shall begin immediately following written notification.
- B. **Nonrenewal.** The Authorizer may non-renew the Charter at the expiration of the Certificate if the School failed to meet one or more of the terms of its Certificate, including the Performance Framework. The Charter Holder may appeal a decision to non-renew directly to the State Board of Education.
- C. **Revocation.** The School's Charter may be revoked as provided by Idaho Code section 33-5209C. In such an event, the Authorizer shall consider whether to revoke the School's Charter at a

Revocation hearing. The decision shall be made at that time. The Charter Holder may appeal a decision to revoke directly to the State Board of Education.

- D. Closure.** The Authorizer's closure protocol shall begin immediately after a decision to relinquish is made by the Charter Holder, or a decision to revoke or non-renew or is made by the Authorizer. Closure protocol shall begin regardless of whether the Charter Holder appeals the decision. In the event that closure protocol begins, the School shall cease operations no later than the following June 30. Closure protocol shall only cease if the State Board of Education overturns the Authorizer's decision.

SECTION 8: MISCELLANEOUS

- A. No Employee or Agency Relationship.** None of the provisions of this Certificate will be construed to create a relationship of agency, representation, joint venture, partnership, ownership, or employment between the Authorizer and the School.
- B. Additional Services.** Except as may be expressly provided in this Certificate, as set forth in any subsequent written agreement between the School and the Authorizer, or as may be required by law, neither the School nor the Authorizer shall be entitled to the use of or access to the services, supplies, or facilities of the other.
- C. No Third-Party Beneficiary.** This Certificate shall not create any rights in any third parties, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Certificate.
- D. Amendment.** This Certificate may be amended by agreement between the School and the Authorizer in accordance with Authorizer policy. All amendments must be in writing and signed by the School and the Authorizer.

IN WITNESS WHEREOF, the Authorizer and the Charter Holder have executed this Performance Certificate to be effective February 23, 2023.

Chairman
Idaho Public Charter School Commission

Chairman
Pinecrest Academy of Lewiston Governing Board

Appendix A: Conditions

Appendix B: Performance Framework

Appendix C: Charter

Appendix A: Conditions of Authorization

Conditions of Authorization

On December 8, 2022, the Idaho Public Charter School Commission voted to approve the new charter school application for Pinecrest Academy of Lewiston with the following pre-opening conditions:

1. Charter holder provides the IPCSC with fully executed copies of any and all lease and loan agreements, including notice of any waived Academics fees, by June 30, 2023.
2. Charter holder provides the IPCSC with a copy of the board approved balanced budget for fiscal year 2024 based on revenue generated by the school's post-lottery enrollment numbers and including the final negotiated facility costs.

Appendix B: Performance Framework

Academic Measures: pages 11-17

Operational Measures: pages 18-23

Financial Measures: pages 24-30

ACADEMIC MEASURES

All School Measures

1. Math Proficiency
2. ELA Proficiency
3. Math Growth
4. ELA Growth
5. Literacy Proficiency

Comparison Group: Specific to school.

1. MATH PROFICIENCY

Proficiency Rate: The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

| Math and ELA Proficiency Rubric | |
|---------------------------------|---|
| Exceeds Standard | The school's proficiency rate is greater than one standard deviation above the mean of the identified comparison group, OR The school's proficiency average is in 90 th percentile of all Idaho schools. |
| Meets Standard | The school's proficiency rate is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group. |
| Approaches Standard | The school's proficiency rate falls between the mean and one standard deviation below the mean of the identified comparison group. |
| Does Not Meet Standard | The school's proficiency rate is more than one standard deviation below the mean of the identified comparison group, OR the school has been identified for comprehensive or targeted support for three consecutive years as per the Idaho Consolidated Plan. |

2. ELA PROFICIENCY

Proficiency Rate: The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

| Math and ELA Proficiency Rubric | |
|---------------------------------|---|
| Exceeds Standard | The school's proficiency rate is greater than one standard deviation above the mean of the identified comparison group, OR The school's proficiency average is in 90 th percentile of all Idaho schools. |
| Meets Standard | The school's proficiency rate is equal to the mean OR Falls between the mean and one standard deviation above the mean of the identified comparison group. |
| Approaches Standard | The school's proficiency rate falls between the mean and one standard deviation below the mean of the identified comparison group. |
| Does Not Meet Standard | The school's proficiency rate is more than one standard deviation below the mean of the identified comparison group, OR the school has been identified for comprehensive or targeted support for three consecutive years as per the Idaho Consolidated Plan. |

3. MATH GROWTH

Growth Rate: The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

| Growth Rubric Math | |
|------------------------|--|
| Exceeds Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is greater than one standard deviation above the mean of the identified comparison group, OR The school's growth rate is in the 90 th percentile of all Idaho public schools. |
| Meets Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group, OR The growth rate increased by at least 10% over the previous year. |
| Approaches Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency falls between the mean and one standard deviation below the mean of the identified comparison group. |
| Does Not Meet Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment made adequate growth toward proficiency is more than one standard deviation below the mean of the identified comparison group. |

4. ELA GROWTH

Growth Rate: The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

| Growth Rubric ELA | |
|------------------------|--|
| Exceeds Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is greater than one standard deviation above the mean of the identified comparison group, OR The school's growth rate is in the 90 th percentile of all Idaho public schools. |
| Meets Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group, OR The growth rate increased by at least 10% over the previous year. |
| Approaches Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency falls between the mean and one standard deviation below the mean of the identified comparison group. |
| Does Not Meet Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment made adequate growth toward proficiency is more than one standard deviation below the mean of the identified comparison group. |

5. LITERACY PROFICIENCY

Literacy Proficiency Rate: The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

| Literacy Proficiency Rubric | |
|-----------------------------|---|
| Exceeds Standard | <p>One of the following is true:</p> <ul style="list-style-type: none"> The school's proficiency rate on the spring administration of the statewide literacy assessment is greater than one standard deviation above the mean of the identified comparison group; the school's proficiency rate on the spring administration of the statewide literacy assessment is at or above 90%; <p>OR</p> <ul style="list-style-type: none"> The fall to spring change in proficiency rate is 20% or greater. |
| Meets Standard | <p>The school's proficiency on the spring administration of the statewide literacy assessment is equal to the mean or within one standard deviation above the mean of the identified comparison group; OR The school's fall to spring change in proficiency rate is between 10%-19%.</p> |
| Approaches Standard | <p>The school's proficiency on the spring administration of the statewide literacy assessment falls within one standard deviation below the mean of the identified comparison group.</p> |
| Does Not Meet Standard | <p>The school's proficiency rate on the spring administration of the statewide literacy assessment is more than one standard deviation below the mean of the identified comparison group.</p> |

OPERATIONAL MEASURES

BOARD STEWARDSHIP

1. Governance Structure
2. Governance Oversight
3. Governance Compliance

OPERATIONAL MANAGEMENT

4. Student Services
5. Data Security and Information Transparency
6. Facility and Services
7. Operational Compliance

BOARD GOVERNANCE

1. Governance Structure Rubric

Data Sources: Board bylaws, articles of incorporation, and any courtesy letters or notifications issued to the school by entities responsible for oversight or enforcement.

| Governance Structure Rubric | |
|-----------------------------|---|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <ul style="list-style-type: none"> • Board Bylaws are compliant with ID law. • Articles of Incorporation are current. • No investigations were conducted into either ethical behavior or conflict of interest regarding any board director. • The board did not experience an Open Meeting Law violation that needed to be cured this year. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

2. Governance Oversight Rubric

Data Sources: Board meeting minutes, school policies, continuous improvement plan (or other strategic planning evidence if submitted by the school), and verification of submission of annual administrator evaluation.

| Governance Oversight Rubric | |
|-----------------------------|---|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <ul style="list-style-type: none"> • The board reviews academic data in a timely and thorough manner. • The board reviews financial reports in a timely and thorough manner. • The board maintains compliant policies. • The board engages in strategic planning. • The board conducts a compliant annual evaluation of their school leader and/or management organization. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

3. Governance Compliance Rubric

Data Sources: If applicable, courtesy letters/notifications of concerns, investigation, or findings issued to the school by entities responsible for oversight or enforcement, and any documentation of correction provided by the school.

| Governance Compliance Rubric | |
|------------------------------|--|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | The IPCSC did not issue any courtesy letters or notify an external investigative body of compliance concerns this year. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

OPERATIONAL MANAGEMENT

4. Student Services Rubric

Data Sources: If applicable, any notifications or courtesy letters issued by the SDE or SBOE which required corrective action with regard to the school's ELL, SPED, or College and Career Readiness programs, as well as any documentation submitted by the school evidencing correction.

| Student Services Rubric | |
|-------------------------|---|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <p>All of the following are true:</p> <ul style="list-style-type: none"> • The school's English Language Learner program is in good standing; • The school's Special Education program is in good standing; The school's college and career readiness program is in good standing; and • The school's federal programs are in good standing. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

5. Data Security and Information Transparency Rubric

Data Sources: periodic desk audit of school website, and any formal notifications regarding data security or public records compliance.

| Data Security and Information Transparency Rubric | |
|---|---|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <ul style="list-style-type: none"> • The school's website is compliant with I.C. 33-133(7) (data collection, access, and security policy); I.C. 33-320 (continuous improvement plan); and I.C. 33-357 (expenditures updated monthly, contracts, performance reports, and annual budgets). • The school did not experience any issues involving data security this year. • The school did not experience any compliance issue regarding public records requests this year. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

6. Facility and Services Rubric

Data Sources: Verification of meal service program and transportation services via public documents and/or school website, and any notifications of concerns regarding occupancy or safety issued to the school by entities responsible for oversight or enforcement.

| Facility and Building Services Rubric | |
|---------------------------------------|--|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <ul style="list-style-type: none"> • The school's occupancy certificate is current. • The school maintains current safety inspections and drills. • The school provides daily transportation to students in compliance with Idaho Code. The school provides a compliant lunch program. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

Operational Framework - Adopted 8/13/20

Revised 2/10/22

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7. Operational Compliance Rubric

Data Sources: Periodic observation of enrollment lottery, and if applicable, any corrective action plans issued by the SDE not related to special education, ELL, or college and career readiness (as these are captured elsewhere), or formal notification of late reports or enrollment violations.

| Operational Compliance Rubric | |
|-------------------------------|--|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <ul style="list-style-type: none"> • Required reports are submitted accurately and on time. • The school maintains a compliant enrollment process. • No correct action plans were issued by the SDE this year. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

FINANCIAL MEASURES

NEAR TERM HEALTH

1. Current Ratio
2. Unrestricted Days Cash
3. Default
4. Enrollment Variance

SUSTAINABLE HEALTH

5. Total Margin and 3Yr Aggregated Total Margin
6. Cash Flow and Multi-Year Cash Flow
7. Debt Service Coverage Ratio
8. Debt to Asset Ratio
9. Financial Compliance Rubric

NEAR-TERM HEALTH

1. Current Ratio

Calculation: Current Assets divided by Current Liabilities

Data Source: Annual Fiscal Audit Report

| Current Ratio Rubric | |
|------------------------|---|
| Exceeds Standard | The school has a current ratio of more than 1.5 |
| Meets Standard | The school has a current ratio of at least 1.1 (or between 1.0 and 1.1 with a 1-year positive trend) |
| Approaches Standard | The school has a current ratio of between .9 and 1.0 (or between 1.0 and 1.1 with a 1-year negative trend) |
| Does Not Meet Standard | The school has a current ratio of .9 or less. |

2. Unrestricted Days Cash

Calculation: Unrestricted Cash and investments divided by ((Total Expenses minus Depreciation Expense) / 365)

Data Source: Annual Fiscal Audit Report

| Unrestricted Days Cash Rubric | |
|-------------------------------|---|
| Exceeds Standard | The school has more than 60 days cash on hand |
| Meets Standard | The school has 60 days cash OR Between 30- and 60-days cash and one-year trend is positive. *Note: Schools in their first or second year of operation must have a minimum of 30 days cash. |
| Approaches Standard | The school has between 15-30 days cash OR Between 30-60 days cash, but one-year trend is negative. |
| Does Not Meet Standard | The school has fewer than 15 days cash on hand. |

3. Default

Calculation: No calculation.

Data Source: Annual Fiscal Audit Report, Terms of Debt, Other Formal Notifications Received by School.

| Default Rubric | |
|------------------------|--|
| Exceeds Standard | The school has met standard for at least 3 consecutive years, including the most recently completed school year. |
| Meets Standard | The school is not in default of any financial obligations and did not experience any instances of default during the fiscal year. Financial obligations include, but are not limited to, making payments to vendors and utility services on time, complying with all loan covenants, filing any reports required for maintenance of grants or philanthropic funds, meeting all tax obligations, and operating without financial judgements or property liens. |
| Approaches Standard | The school experienced one or more instances of minor default during the fiscal year (such as making late payments); however, the school is not currently in default of any financial obligations. |
| Does Not Meet Standard | School is currently in default of financial obligations. |

4. Enrollment Variance

Calculation: Actual enrollment as of the first Friday in November (drawn from ISEE) divided by enrollment projections as submitted directly to the IPCSC in July.

Data Source: ISEE and direct school report

| Enrollment Variance Rubric | |
|----------------------------|--|
| Exceeds Standard | The school has met standard for at least 3 consecutive years, including the most recently completed school year. |
| Meets Standard | Enrollment variance is equal to or greater than 95%. |
| Approaches Standard | Enrollment variance was between 90% and 95%, OR The enrollment variance was less than 90% and the school provided a mid-year amended budget evidencing at least a break-even budget based on mid-term enrollment and any resulting revenue adjustments. |
| Does Not Meet Standard | Enrollment variance was less than 90% and the school did not provide evidence of mid-year budget amendments or operational changes evidencing at least a break-even budget based on mid-term enrollment and any resulting revenue adjustments. |

SUSTAINABLE HEALTH

5. Total Margin and 3Yr Aggregated Total Margin

Calculation:

Most Recent Year Total Margin: 2019 Net Income divided by 2019 Total Revenue.

3-Year Aggregated Total Margin: (2019 Net Income +2018 Net Income +2017 Net Income) divided by (2019 Total Revenue +2018 Total Revenue +2017 Total Revenue)

Data Source: Annual Fiscal Audit Report

| Total Margin and 3-Yr Aggregated Total Margin | |
|---|--|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <p>Aggregated 3-year Total Margin is positive and the most recent year Total Margin is positive</p> <p>OR</p> <p>Aggregated 3-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive.</p> <p>*Note: For schools in their first or second year of operation, the cumulative Total Margin must be positive.</p> |
| Approaches Standard | Aggregated 3-Year Total Margin is greater than -1.5 percent, but trend does not "Meet Standard". |
| Does Not Meet Standard | <p>Aggregated 3-Year Total Margin is less than or equal to -1.5 percent OR</p> <p>The most recent year Total Margin is less than -10 percent.</p> |

6. Cash Flow and Multi-Year Cash Flow

Calculation (example years are included as reference):

Most Recent Year Cash Flow: 2020 Cash and Investments minus 2019 Cash and

Investments Previous Year Cash Flow: 2019 Cash and Investments minus 2018

Cash and Investments Multi-Year Cash Flow: 2020 Cash and Investments minus
2018 Cash and Investments

Data Source: Annual Fiscal Audit Report

| Cash Flow and Multi-Year Cash Flow | |
|------------------------------------|---|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <p>Multi-Year Cumulative Cash Flow is positive, and Cash Flow is positive in the most recent year is positive,</p> <p>OR</p> <p>Multi-Year Cumulative Cash Flow is negative, but documentation identifies this as a result of a one-time, planned purchase (such as a facility remodel).</p> <p>*Note: Schools in their first or second year of operation must have positive cash flow.</p> |
| Approaches Standard | Multi-Year Cumulative Cash Flow is positive, but Cash Flow is negative in the most recent year. |
| Does Not Meet Standard | Multi-Year Cumulative Cash Flow is negative, and no documentation identifies this as a result of a one-time, planned purchase. |

7. Debt Service Coverage Ratio

Calculation:

If school owns its facility or if the school leases its facility and the lease is capitalized:
 $(\text{Net Income} + \text{Depreciation Expense} + \text{Interest Expense}) \div (\text{Principal} + \text{Interest} + \text{Lease Payments})$

If school leases its facility and the lease is not capitalized: $(\text{Facility Lease Payments} + \text{Net Income} + \text{Depreciation Expense} + \text{Interest Expense}) \div (\text{Principal} + \text{Interest} + \text{Lease Payments})$

Data Source: Annual Fiscal Audit Report

| Debt Service Coverage Ratio Rubric | |
|------------------------------------|---|
| Exceeds Standard | The school's debt service coverage ratio is 1.5 or greater OR The school operates debt-free. |
| Meets Standard | Debt Service Coverage Ratio is between 1.1 and 1.49 |
| Approaches Standard | The school's debt service coverage ratio is between .9 and 1.09 |
| Does Not Meet Standard | Debt Service Coverage Ratio is less than .9 |

8. Debt to Asset Ratio

Calculation: Total Liabilities divided by Total Assets

Data Source: Annual Fiscal Audit Report

| Debt to Asset Ratio | |
|------------------------|---|
| Exceeds Standard | The school has met standard for 3 consecutive years, including the most recently completed school year., OR The school operates debt-free. |
| Meets Standard | The school's Debt to Asset Ratio is less than 0.9 |
| Approaches Standard | The school's Debt to Asset Ratio is between 0.9. and 1.0 |
| Does Not Meet Standard | The school's Debt to Asset Ratio is greater than 1.0 |

9. Financial Compliance Rubric

Calculation: Total Liabilities divided by Total Assets

Data Source: Annual Fiscal Audit Report, Desk Audit of Policies, Other Formal Notifications Received by School

| Financial Compliance Rubric | |
|-----------------------------|---|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <ul style="list-style-type: none"> • Accounting Practices: finances are managed in compliance with GAAP. • Financial Transparency: expenditures and contracts are posted on the school's site. • Internal Controls: the school's internal controls are compliant. |
| Approaches Standard | The school was informed of non-compliance with accounting practices, financial transparency, or internal controls, and prompt action to correct is in evidence. |
| Does Not Meet Standard | <p>The school is operating under a notification of fiscal concern or a notification of possible or imminent closure</p> <p>OR</p> <p>The school was informed of non-compliance with accounting practices, financial transparency, or internal controls and the issues were not corrected within 30 days.</p> |

Appendix C: Charter

To be included as approved at the December 8, 2022 IPCSC meeting.

V. Consideration of Performance Certificates

B. Idaho Novus Classical Academy

APPLICABLE STATUTE, RULE, OR POLICY

I.C. §33-5205B Performance Certificates

BACKGROUND

Idaho statute requires that all public charter schools and their authorizers execute performance certificates within 75 days of petition approval.

On December 8, 2022 the IPCSC conditionally approved a charter petition for Idaho Novus Classical Academy (INCA).

DISCUSSION

IPCSC staff has collaborated with Idaho Novus Classical Academy to draft the individualized sections of the performance certificate and framework. In these materials, individualized sections of the certificate are highlighted in yellow.

The school's governing board has reviewed and approved this Performance Certificate.

IMPACT

The IPCSC has 75 days from the date of new petition approval in which to execute a performance certificate with the school's governing board.

If the IPCSC moves to execute the performance certificate, the IPCSC chairman and Idaho Novus Classical Academy board chair will sign the certificate, making it effective for the dates specified therein.

STAFF COMMENTS AND RECOMMENDATIONS

The IPCSC recommends that the commission approve the performance certificate as presented.

COMMISSION ACTION

A motion to execute the performance certificate for Idaho Novus Classical Academy as presented; or

Another motion at the discretion of the commission.

CHARTER SCHOOL PERFORMANCE CERTIFICATE

This Performance Certificate (“Certificate”) is executed on **February 23, 2023**, by and between the Idaho Public Charter School Commission (the “Authorizer”) and **American Classical Schools of Idaho** (the “Charter Holder”) for the purpose of operating **Idaho Novus Classical Academy** (the “School”), an independent public school organized as an Idaho nonprofit corporation and established under the Public Charter Schools Act of 1998, Idaho Code section 33-5201 *et seq.*, as amended (the “Charter Schools Act”).

RECITALS

WHEREAS, the Charter Holder is a non-profit entity incorporated with a board of directors; and

WHEREAS, on **December 8, 2022**, the Authorizer approved the charter petition (the “Charter”) subject to pre-opening conditions outlined in **Appendix A**;

NOW THEREFORE in consideration of the foregoing recitals and the mutual understandings contained herein, the Authorizer and Charter Holder agree as follows:

SECTION 1: TERMS OF AUTHORIZATION

- A. Establishment of School.** The Charter Holder is hereby authorized to implement at the School the program described in the Charter, attached to this Certificate as Appendix C and incorporated herein by this reference. Any significant changes to any section of the Charter, including the educational program, facilities plan, financial plan, or the management plan, during the School’s pre-operational period or first operational term shall be treated as an amendment in accordance with the Authorizer’s policy.
- B. Term of Agreement.** The School’s operational term shall be from July 1, **2024** and end on June 30, **2029**. Subsequent terms of operation may be issued by the Authorizer in accordance with Idaho Code and Authorizer policy.

SECTION 2: EDUCATIONAL PROGRAM

- A. School Mission.** The mission of the School is as follows:
Our mission 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.
- B. Grades Served.** The School may serve students in grades **Kindergarten** through **12**.
- C. Design Elements.** The School shall implement and maintain the following essential design elements of its educational program:
 - i. Teach reading and correct spelling through an explicit phonics program that gives children a systematic understanding of English orthography. This shall be verified by classroom observation, curriculum and/or teacher discussions.**
 - ii. Require memorization of math facts, practice mental math, and explore the larger**

concepts behind mathematical operations. This shall be verified by classroom observation and/or teacher discussions.

- iii. Impart a mastery of language through teaching formal grammar, word origins in order to build vocabulary, and Latin. This shall be verified by classroom observation, curriculum and/or teacher discussions.
- iv. Cultivate citizenship and historical knowledge through an intensive study of our American heritage, often using primary sources. 8th grade is a major transition point where students take the full sequence of questions on the U.S. citizenship test. This shall be verified by reviewing test results of 8th grade citizenship test.
- v. 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. This shall be verified by feedback obtained from parents via survey, classroom observation, and/or teacher discussions.

D. Standardized Testing. Students of the School shall be tested with the same standardized tests as other Idaho public school students.

E. Accreditation. The School shall be accredited as provided by rule of the State Board of Education. The School shall be accredited or appropriately credentialed by Cognia no later than the end of the school's first year serving high school students. All reports issued to the School from the accrediting agency shall be submitted to the Authorizer within five days of receipt.

SECTION 3: SCHOOL GOVERNANCE

- A. Governing Board.** The School shall be governed by a non-profit board of directors (the "Board") incorporated by the Charter Holder. The Board shall serve as public agents authorized by the Authorizer, in a manner that is consistent with the terms of this Certificate, so long as such provisions are in accordance with state and federal laws, rules and regulations. The Board shall have final authority with respect to the School's operation, and shall have the responsibility of overseeing academic achievement, financial stability, and operational management of the School. The Charter Holder shall also be responsible for maintaining and enforcing a compliant Board and providing overall Board stewardship for the School.
- B. Articles of Incorporation and Bylaws.** The articles of incorporation and bylaws of the Charter Holder shall provide for governance of the operation of the School as a nonprofit corporation and a public charter school, and shall at all times be consistent with all applicable laws, rules, regulations, and this Certificate. The Charter Holder shall notify the Authorizer of any modification to the articles of incorporation or bylaws within five business days of approval by the Charter Holder.
- C. Charter Board Composition.** The composition of the Board shall at all times be determined by and consistent with the articles of incorporation and bylaws, and all applicable laws, rules, regulations, and policies. The Charter Holder shall notify the Authorizer of any changes to its composition and provide an amended School Leadership Roster within five business days of it taking effect.

SECTION 4: AUTHORIZER ROLE AND RESPONSIBILITIES

- A. Oversight Allowing Autonomy.** The Authorizer’s role shall be to evaluate the School’s performance outcomes according to this Certificate and the Performance Framework, and shall be to provide compliance oversight. The Authorizer shall comply with the provisions of the Charter Schools Act and the terms of this Certificate in a manner that does not unduly inhibit the autonomy of the School.
- B. Charter School Performance Framework.** The Charter School Performance Framework (“Performance Framework”) is attached and incorporated into this agreement as **Appendix B**. The Performance Framework shall be used to annually evaluate the School’s academic achievement, Board stewardship, operational management, and financial stability. The specific terms of the Performance Framework are determined by the Authorizer and shall be binding on the School.
- C. Identified Comparison Group.** For purposes of evaluating the School against the metrics and measures established in the Performance Framework, the School’s comparison group shall be identified as described below and shall be established for the length of the Certificate term.
 - i. The comparison group for the School’s K-12 on-site program shall be West Ada School District (Joint School District No. 002), Emmett Independent District 221, Boise Independent District 001, and Horseshoe Bend School District 073.
- D. Authorizer to Monitor School Performance.** The Authorizer shall monitor and report on the School’s progress in relation to the indicators, measures, metrics, and targets set out in the Performance Framework. A formal report of the School’s academic, financial, and operational performance (“Performance Report”) shall be provided to the school and the public by the Authorizer annually. Data necessary to conduct this evaluation will be collected throughout the year. Additional reviews may be necessary if compliance concerns arise.
- E. School Performance.** The School shall meet standard on all measures of the Performance Framework. The Authorizer shall renew any charter in which the School met all the terms of its Certificate, including all appendices, at the time of renewal.
- F. Performance Framework as Basis for Renewal of Charter.** The School’s performance in relation to the Performance Framework shall provide the basis upon which the Authorizer shall decide whether to renew the School’s Charter at the end of the Certificate term.
- G. Required Reports.** The School shall prepare and submit reports as required by the Authorizer’s policy.
- H. Authorizer’s Right to Review.** The Authorizer maintains the right to request and review additional documentation if such becomes necessary in the course of regular oversight duties or to investigate the validity of a compliance concern. The Authorizer shall conduct its reviews in a manner that does not unduly inhibit the autonomy granted to the School.
- I. Site Visits.** The Authorizer may conduct site visits in accordance with the Authorizer’s policy. Reports from any site visit shall be made available to the School and shall be included in the School’s annual Performance Report.

SECTION 5: SCHOOL OPERATIONS

- A. In General.** The School and the Charter Holder shall operate at all times in accordance with all federal and state laws, rules, regulations, local ordinances, and Authorizer policies applicable to public charter schools.
- B. Maximum Enrollment.** The maximum number of students who may be enrolled in the School, across all programs, shall be 702.
- C. Equitable Enrollment Procedures.** The School shall make student recruitment, admissions, enrollment, and retention decisions in a nondiscriminatory manner and without regard to race, color, creed, national origin, sex, marital status, religion, ancestry, disability or need for special education services. In no event may the School limit admission based on race, ethnicity, national origin, disability, gender, income level, athletic ability, or proficiency in the English language. If there are more applications to enroll in the School than there are spaces available, the School shall select students to attend using a random selection process that shall be publicly noticed and open to the public.
- i. **Calendar.** The School shall operate on a traditional nine-month calendar in which the last day of the regular term shall fall on or before June 30.
 - ii. The School will offer a summer school session for the purpose of acceleration and/or credit recovery.
- D. School Facilities.** The School shall operate at the following location(s): To Be Determined. The School shall provide the Authorizer with facilities documentation, including occupancy permits, fire marshal reports, building inspection reports, and health department reports for any facility newly occupied by the School, and any remodeling or construction project for which such documentation is necessary in accordance with Authorizer policy and in accordance with law, rule, regulations, and authorizer policy.
- E. Attendance Area.** The School's primary attendance area shall be used for the purposes of determining applicability of this enrollment preference category. The school shall have a primary attendance area as follows:
- 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.
- F. Staff.** Instructional staff shall be certified as provided by rule of the State Board of Education. All full-time staff members of the School shall be covered by the Public Employee Retirement System of Idaho, federal social security, unemployment insurance, worker's compensation insurance, and health insurance.
- G. Alignment with All Applicable Law.** The School shall comply with all applicable federal and state laws, rules, and regulations. In the event any such laws, rules, or regulations are amended, the School shall be bound by any such amendment upon the effective date of said amendment.

SECTION 6: SCHOOL FINANCE

- A. General.** The School shall comply with all applicable financial and budget laws, rules, regulations, and financial reporting requirements, as well as the requirements contained in the School's Performance Framework.
- B. Financial Controls.** At all times, the Charter Holder shall ensure that the School maintains appropriate governance, managerial procedures, and financial controls, which shall include, but not be limited to: (1) commonly accepted accounting practices and the capacity to implement them; (2) a checking account; (3) adequate payroll procedures; (4) procedures for the creation and review of monthly and quarterly financial reports, which procedures shall specifically identify the individual who will be responsible for preparing such financial reports in the following fiscal year; (5) internal control procedures for cash receipts, cash disbursements and purchases; and (6) maintenance of asset registers and financial procedures for grants, all in accordance with state and federal laws, rules, regulations, and Authorizer policy.
- C. Financial Audit.** The School shall submit audited financial statements from an independent auditor to the Authorizer no later than November 1 of each year.
- D. Annual Budgets.** The School shall adopt a budget for each fiscal year, prior to the beginning of

the fiscal year. The budget shall be in the Idaho Financial Accounting Reporting Management Systems (IFARMS) format or any other format as may be reasonably requested by the Authorizer.

SECTION 7: TERMINATION, NON-RENEWAL AND REVOCATION

- A. Relinquishment.** Should the Charter Holder choose to relinquish its Charter before the expiration of this Certificate, it may do so upon written notice to the Authorizer. In such a case, the Authorizer's closure protocol shall begin immediately following written notification.
- B. Nonrenewal.** The Authorizer may non-renew the Charter at the expiration of the Certificate if the School failed to meet one or more of the terms of its Certificate, including the Performance Framework. The Charter Holder may appeal a decision to non-renew directly to the State Board of Education.
- C. Revocation.** The School's Charter may be revoked as provided by Idaho Code section 33-5209C. In such an event, the Authorizer shall consider whether to revoke the School's Charter at a Revocation hearing. The decision shall be made at that time. The Charter Holder may appeal a decision to revoke directly to the State Board of Education.
- D. Closure.** The Authorizer's closure protocol shall begin immediately after a decision to relinquish is made by the Charter Holder, or a decision to revoke or non-renew or is made by the Authorizer. Closure protocol shall begin regardless of whether the Charter Holder appeals the decision. In the event that closure protocol begins, the School shall cease operations no later than the following June 30. Closure protocol shall only cease if the State Board of Education overturns the Authorizer's decision.

SECTION 8: MISCELLANEOUS

- A. No Employee or Agency Relationship.** None of the provisions of this Certificate will be construed to create a relationship of agency, representation, joint venture, partnership, ownership, or employment between the Authorizer and the School.
- B. Additional Services.** Except as may be expressly provided in this Certificate, as set forth in any subsequent written agreement between the School and the Authorizer, or as may be required by law, neither the School nor the Authorizer shall be entitled to the use of or access to the services, supplies, or facilities of the other.
- C. No Third-Party Beneficiary.** This Certificate shall not create any rights in any third parties, nor shall any third party be entitled to enforce any rights or obligations that may be possessed by either party to this Certificate.
- D. Amendment.** This Certificate may be amended by agreement between the School and the Authorizer in accordance with Authorizer policy. All amendments must be in writing and signed by the School and the Authorizer.

IN WITNESS WHEREOF, the Authorizer and the Charter Holder have executed this Performance Certificate to be effective **February 23, 2023.**

Chairman
Idaho Public Charter School Commission

Chairman
American Classical Schools of Idaho

Appendix A: Conditions

Appendix B: Performance Framework

Appendix C: Charter

Appendix A: Conditions of Authorization

Conditions of Authorization

On December 8, 2022, the Idaho Public Charter School Commission voted to approve the new charter school application for Idaho Novus Classical Academy with the following pre-opening condition:

1. Charter holder provides the IPCSC with documentation confirming the senior loan (as it is described in the petition included in the IPCSC's December 8, 2022 meeting materials) is fully executed, and that the anticipated grant funds (as they are described in the petition included in the IPCSC's December 8, 2022 meeting materials) are received by the school by June 30, 2023.

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Appendix B: Performance Framework

Academic Measures: pages 12-18

Operational Measures: pages 19-24

Financial Measures: pages 25-31

ACADEMIC MEASURES

All School Measures

1. Math Proficiency
2. ELA Proficiency
3. Math Growth
4. ELA Growth
5. Literacy Proficiency
6. College and Career Readiness

Comparison Group: The comparison group for Idaho Novus Classical Academy K-12 on-site program shall be West Ada School District (Joint School District No. 002), Emmett Independent District 221, Boise Independent District 001, and Horseshoe Bend School District 073..

1. MATH PROFICIENCY

Proficiency Rate: The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

| Math and ELA Proficiency Rubric | |
|---------------------------------|---|
| Exceeds Standard | The school's proficiency rate is greater than one standard deviation above the mean of the identified comparison group, OR The school's proficiency average is in 90 th percentile of all Idaho schools. |
| Meets Standard | The school's proficiency rate is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group. |
| Approaches Standard | The school's proficiency rate falls between the mean and one standard deviation below the mean of the identified comparison group. |
| Does Not Meet Standard | The school's proficiency rate is more than one standard deviation below the mean of the identified comparison group, OR the school has been identified for comprehensive or targeted support for three consecutive years as per the Idaho Consolidated Plan. |

2. ELA PROFICIENCY

Proficiency Rate: The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

| Math and ELA Proficiency Rubric | |
|---------------------------------|---|
| Exceeds Standard | The school's proficiency rate is greater than one standard deviation above the mean of the identified comparison group, OR The school's proficiency average is in 90 th percentile of all Idaho schools. |
| Meets Standard | The school's proficiency rate is equal to the mean OR Falls between the mean and one standard deviation above the mean of the identified comparison group. |
| Approaches Standard | The school's proficiency rate falls between the mean and one standard deviation below the mean of the identified comparison group. |
| Does Not Meet Standard | The school's proficiency rate is more than one standard deviation below the mean of the identified comparison group, OR the school has been identified for comprehensive or targeted support for three consecutive years as per the Idaho Consolidated Plan. |

3. MATH GROWTH

Growth Rate: The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

| Growth Rubric Math | |
|------------------------|--|
| Exceeds Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is greater than one standard deviation above the mean of the identified comparison group, OR The school's growth rate is in the 90 th percentile of all Idaho public schools. |
| Meets Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group, OR The growth rate increased by at least 10% over the previous year. |
| Approaches Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency falls between the mean and one standard deviation below the mean of the identified comparison group. |
| Does Not Meet Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment made adequate growth toward proficiency is more than one standard deviation below the mean of the identified comparison group. |

4. ELA GROWTH

Growth Rate: The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

| Growth Rubric ELA | |
|------------------------|--|
| Exceeds Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is greater than one standard deviation above the mean of the identified comparison group, OR The school's growth rate is in the 90 th percentile of all Idaho public schools. |
| Meets Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency is equal to the mean or falls between the mean and one standard deviation above the mean of the identified comparison group, OR The growth rate increased by at least 10% over the previous year. |
| Approaches Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment but who did make adequate growth toward proficiency falls between the mean and one standard deviation below the mean of the identified comparison group. |
| Does Not Meet Standard | The percentage of students in grades 3-8 who did not achieve proficiency on the current year's assessment made adequate growth toward proficiency is more than one standard deviation below the mean of the identified comparison group. |

5. LITERACY PROFICIENCY

Literacy Proficiency Rate: The IPCSC will use the proficiency rates as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

| Literacy Proficiency Rubric | |
|-----------------------------|---|
| Exceeds Standard | <p>One of the following is true:</p> <ul style="list-style-type: none"> • The school's proficiency rate on the spring administration of the statewide literacy assessment is greater than one standard deviation above the mean of the identified comparison group; • the school's proficiency rate on the spring administration of the statewide literacy assessment is at or above 90%; <p>OR</p> <ul style="list-style-type: none"> • The fall to spring change in proficiency rate is 20% or greater. |
| Meets Standard | <p>The school's proficiency on the spring administration of the statewide literacy assessment is equal to the mean or within one standard deviation above the mean of the identified comparison group; OR The school's fall to spring change in proficiency rate is between 10%-19%.</p> |
| Approaches Standard | <p>The school's proficiency on the spring administration of the statewide literacy assessment falls within one standard deviation below the mean of the identified comparison group.</p> |
| Does Not Meet Standard | <p>The school's proficiency rate on the spring administration of the statewide literacy assessment is more than one standard deviation below the mean of the identified comparison group.</p> |

6. COLLEGE AND CAREER READINESS

Adjusted Cohort Graduation Rate (ACGR): Alternative schools will be evaluated based on their 5-Year ACGR. All other schools will be evaluated based on their 4-Year ACGR.

Graduation Rate: The IPCSC will use either the 4-Year ACGR as determined by the Idaho Accountability Framework and reported via the Idaho Report Card.

| C&C Readiness Rubric | |
|------------------------|--|
| Exceeds Standard | The school's 4-Year ACGR is greater than one standard deviation above the identified comparison group, OR The school's ACGR is 90%. |
| Meets Standard | The school's 4-Year ACGR is equal to the mean OR Falls between the mean and one standard deviation above the mean of the identified comparison group. |
| Approaches Standard | The school's 4-Year ACGR falls between the mean and one standard deviation below the mean of the identified comparison group. |
| Does Not Meet Standard | The school's 4-Year ACGR is more than one standard deviation below the identified comparison group. |

OPERATIONAL MEASURES

BOARD STEWARDSHIP

1. Governance Structure
2. Governance Oversight
3. Governance Compliance

OPERATIONAL MANAGEMENT

4. Student Services
5. Data Security and Information Transparency
6. Facility and Services
7. Operational Compliance

BOARD GOVERNANCE

1. Governance Structure Rubric

Data Sources: Board bylaws, articles of incorporation, and any courtesy letters or notifications issued to the school by entities responsible for oversight or enforcement.

| Governance Structure Rubric | |
|-----------------------------|---|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <ul style="list-style-type: none"> • Board Bylaws are compliant with ID law. • Articles of Incorporation are current. • No investigations were conducted into either ethical behavior or conflict of interest regarding any board director. • The board did not experience an Open Meeting Law violation that needed to be cured this year. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

2. Governance Oversight Rubric

Data Sources: Board meeting minutes, school policies, continuous improvement plan (or other strategic planning evidence if submitted by the school), and verification of submission of annual administrator evaluation.

| Governance Oversight Rubric | |
|-----------------------------|---|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <ul style="list-style-type: none"> • The board reviews academic data in a timely and thorough manner. • The board reviews financial reports in a timely and thorough manner. • The board maintains compliant policies. • The board engages in strategic planning. • The board conducts a compliant annual evaluation of their school leader and/or management organization. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

3. Governance Compliance Rubric

Data Sources: If applicable, courtesy letters/notifications of concerns, investigation, or findings issued to the school by entities responsible for oversight or enforcement, and any documentation of correction provided by the school.

| Governance Compliance Rubric | |
|------------------------------|--|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | The IPCSC did not issue any courtesy letters or notify an external investigative body of compliance concerns this year. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

OPERATIONAL MANAGEMENT

4. Student Services Rubric

Data Sources: If applicable, any notifications or courtesy letters issued by the SDE or SBOE which required corrective action with regard to the school's ELL, SPED, or College and Career Readiness programs, as well as any documentation submitted by the school evidencing correction.

| Student Services Rubric | |
|-------------------------|---|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <p>All of the following are true:</p> <ul style="list-style-type: none"> • The school's English Language Learner program is in good standing; • The school's Special Education program is in good standing; The school's college and career readiness program is in good standing; and • The school's federal programs are in good standing. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

5. Data Security and Information Transparency Rubric

Data Sources: periodic desk audit of school website, and any formal notifications regarding data security or public records compliance.

| Data Security and Information Transparency Rubric | |
|---|---|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <ul style="list-style-type: none"> • The school's website is compliant with I.C. 33-133(7) (data collection, access, and security policy); I.C. 33-320 (continuous improvement plan); and I.C. 33-357 (expenditures updated monthly, contracts, performance reports, and annual budgets). • The school did not experience any issues involving data security this year. • The school did not experience any compliance issue regarding public records requests this year. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

6. Facility and Services Rubric

Data Sources: Verification of meal service program and transportation services via public documents and/or school website, and any notifications of concerns regarding occupancy or safety issued to the school by entities responsible for oversight or enforcement.

| Facility and Building Services Rubric | |
|---------------------------------------|--|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <ul style="list-style-type: none"> • The school's occupancy certificate is current. • The school maintains current safety inspections and drills. • The school provides daily transportation to students in compliance with Idaho Code. The school provides a compliant lunch program. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

7. Operational Compliance Rubric

Data Sources: Periodic observation of enrollment lottery, and if applicable, any corrective action plans issued by the SDE not related to special education, ELL, or college and career readiness (as these are captured elsewhere), or formal notification of late reports or enrollment violations.

| Operational Compliance Rubric | |
|-------------------------------|--|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <ul style="list-style-type: none"> • Required reports are submitted accurately and on time. • The school maintains a compliant enrollment process. • No correct action plans were issued by the SDE this year. |
| Approaches Standard | The school was informed of or became aware of non-compliance and action to correct the issue was taken within 30 days. |
| Does Not Meet Standard | The school was informed of or became aware of non-compliance and action to correct the issue was not taken within 30 days. |

FINANCIAL MEASURES

NEAR TERM HEALTH

1. Current Ratio
2. Unrestricted Days Cash
3. Default
4. Enrollment Variance

SUSTAINABLE HEALTH

5. Total Margin and 3Yr Aggregated Total Margin
6. Cash Flow and Multi-Year Cash Flow
7. Debt Service Coverage Ratio
8. Debt to Asset Ratio
9. Financial Compliance Rubric

NEAR-TERM HEALTH

1. Current Ratio

Calculation: Current Assets divided by Current Liabilities

Data Source: Annual Fiscal Audit Report

| Current Ratio Rubric | |
|------------------------|---|
| Exceeds Standard | The school has a current ratio of more than 1.5 |
| Meets Standard | The school has a current ratio of at least 1.1 (or between 1.0 and 1.1 with a 1-year positive trend) |
| Approaches Standard | The school has a current ratio of between .9 and 1.0 (or between 1.0 and 1.1 with a 1-year negative trend) |
| Does Not Meet Standard | The school has a current ratio of .9 or less. |

2. Unrestricted Days Cash

Calculation: Unrestricted Cash and investments divided by ((Total Expenses minus Depreciation Expense) / 365)

Data Source: Annual Fiscal Audit Report

| Unrestricted Days Cash Rubric | |
|-------------------------------|---|
| Exceeds Standard | The school has more than 60 days cash on hand |
| Meets Standard | The school has 60 days cash OR Between 30- and 60-days cash and one-year trend is positive. *Note: Schools in their first or second year of operation must have a minimum of 30 days cash. |
| Approaches Standard | The school has between 15-30 days cash OR Between 30-60 days cash, but one-year trend is negative. |
| Does Not Meet Standard | The school has fewer than 15 days cash on hand. |

3. Default

Calculation: No calculation.

Data Source: Annual Fiscal Audit Report, Terms of Debt, Other Formal Notifications Received by School.

| Default Rubric | |
|------------------------|--|
| Exceeds Standard | The school has met standard for at least 3 consecutive years, including the most recently completed school year. |
| Meets Standard | The school is not in default of any financial obligations and did not experience any instances of default during the fiscal year. Financial obligations include, but are not limited to, making payments to vendors and utility services on time, complying with all loan covenants, filing any reports required for maintenance of grants or philanthropic funds, meeting all tax obligations, and operating without financial judgements or property liens. |
| Approaches Standard | The school experienced one or more instances of minor default during the fiscal year (such as making late payments); however, the school is not currently in default of any financial obligations. |
| Does Not Meet Standard | School is currently in default of financial obligations. |

4. Enrollment Variance

Calculation: Actual enrollment as of the first Friday in November (drawn from ISEE) divided by enrollment projections as submitted directly to the IPCSC in July.

Data Source: ISEE and direct school report

| Enrollment Variance Rubric | |
|----------------------------|--|
| Exceeds Standard | The school has met standard for at least 3 consecutive years, including the most recently completed school year. |
| Meets Standard | Enrollment variance is equal to or greater than 95%. |
| Approaches Standard | Enrollment variance was between 90% and 95%, OR The enrollment variance was less than 90% and the school provided a mid-year amended budget evidencing at least a break-even budget based on mid-term enrollment and any resulting revenue adjustments. |
| Does Not Meet Standard | Enrollment variance was less than 90% and the school did not provide evidence of mid-year budget amendments or operational changes evidencing at least a break-even budget based on mid-term enrollment and any resulting revenue adjustments. |

SUSTAINABLE HEALTH

5. Total Margin and 3Yr Aggregated Total Margin

Calculation:

Most Recent Year Total Margin: 2019 Net Income divided by 2019 Total Revenue.

3-Year Aggregated Total Margin: (2019 Net Income +2018 Net Income +2017 Net Income) divided by (2019 Total Revenue +2018 Total Revenue +2017 Total Revenue)

Data Source: Annual Fiscal Audit Report

| Total Margin and 3-Yr Aggregated Total Margin | |
|---|--|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <p>Aggregated 3-year Total Margin is positive and the most recent year Total Margin is positive</p> <p>OR</p> <p>Aggregated 3-Year Total Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive.</p> <p>*Note: For schools in their first or second year of operation, the cumulative Total Margin must be positive.</p> |
| Approaches Standard | Aggregated 3-Year Total Margin is greater than -1.5 percent, but trend does not "Meet Standard". |
| Does Not Meet Standard | <p>Aggregated 3-Year Total Margin is less than or equal to -1.5 percent OR</p> <p>The most recent year Total Margin is less than -10 percent.</p> |

6. Cash Flow and Multi-Year Cash Flow

Calculation (example years are included as reference):

Most Recent Year Cash Flow: 2020 Cash and Investments minus 2019 Cash and

Investments Previous Year Cash Flow: 2019 Cash and Investments minus 2018

Cash and Investments Multi-Year Cash Flow: 2020 Cash and Investments minus
2018 Cash and Investments

Data Source: Annual Fiscal Audit Report

| Cash Flow and Multi-Year Cash Flow | |
|------------------------------------|---|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <p>Multi-Year Cumulative Cash Flow is positive, and Cash Flow is positive in the most recent year is positive,</p> <p>OR</p> <p>Multi-Year Cumulative Cash Flow is negative, but documentation identifies this as a result of a one-time, planned purchase (such as a facility remodel).</p> <p>*Note: Schools in their first or second year of operation must have positive cash flow.</p> |
| Approaches Standard | Multi-Year Cumulative Cash Flow is positive, but Cash Flow is negative in the most recent year. |
| Does Not Meet Standard | Multi-Year Cumulative Cash Flow is negative, and no documentation identifies this as a result of a one-time, planned purchase. |

7. Debt Service Coverage Ratio

Calculation:

If school owns its facility or if the school leases its facility and the lease is capitalized:
 $(\text{Net Income} + \text{Depreciation Expense} + \text{Interest Expense}) \div (\text{Principal} + \text{Interest} + \text{Lease Payments})$

If school leases its facility and the lease is not capitalized: $(\text{Facility Lease Payments} + \text{Net Income} + \text{Depreciation Expense} + \text{Interest Expense}) \div (\text{Principal} + \text{Interest} + \text{Lease Payments})$

Data Source: Annual Fiscal Audit Report

| Debt Service Coverage Ratio Rubric | |
|------------------------------------|---|
| Exceeds Standard | The school's debt service coverage ratio is 1.5 or greater OR The school operates debt-free. |
| Meets Standard | Debt Service Coverage Ratio is between 1.1 and 1.49 |
| Approaches Standard | The school's debt service coverage ratio is between .9 and 1.09 |
| Does Not Meet Standard | Debt Service Coverage Ratio is less than .9 |

8. Debt to Asset Ratio

Calculation: Total Liabilities divided by Total Assets

Data Source: Annual Fiscal Audit Report

| Debt to Asset Ratio | |
|------------------------|---|
| Exceeds Standard | The school has met standard for 3 consecutive years, including the most recently completed school year., OR The school operates debt-free. |
| Meets Standard | The school's Debt to Asset Ratio is less than 0.9 |
| Approaches Standard | The school's Debt to Asset Ratio is between 0.9. and 1.0 |
| Does Not Meet Standard | The school's Debt to Asset Ratio is greater than 1.0 |

9. Financial Compliance Rubric

Calculation: Total Liabilities divided by Total Assets

Data Source: Annual Fiscal Audit Report, Desk Audit of Policies, Other Formal Notifications Received by School

| Financial Compliance Rubric | |
|-----------------------------|---|
| Exceeds Standard | The school has met standard for 3 or more consecutive years, including the most recently completed school year. |
| Meets Standard | <ul style="list-style-type: none"> • Accounting Practices: finances are managed in compliance with GAAP. • Financial Transparency: expenditures and contracts are posted on the school's site. • Internal Controls: the school's internal controls are compliant. |
| Approaches Standard | The school was informed of non-compliance with accounting practices, financial transparency, or internal controls, and prompt action to correct is in evidence. |
| Does Not Meet Standard | <p>The school is operating under a notification of fiscal concern or a notification of possible or imminent closure</p> <p>OR</p> <p>The school was informed of non-compliance with accounting practices, financial transparency, or internal controls and the issues were not corrected within 30 days.</p> |

Appendix C: Charter

To be included as approved at the December 8, 2022 IPCSC meeting.

VI. FINANCIAL UPDATE

APPLICABLE STATUTE, RULE, OR POLICY

I.C. §67-3502 – Agency Budget Request Timeline

SBE Policy Section V.B.1.a – Budget Submission, Agencies Under SBE Governance

BACKGROUND

Idaho Code establishes that agency budget requests for fiscal year 2025 are due to the Division of Financial Management (DFM) no later than September 1, 2023.

State Board of Education (SBE) policy establishes that the SBE is responsible for submission of budget requests for the institutions and agencies under its governance to the executive and legislative branches of government. Only those budget requests which have been formally approved by the SBE will be submitted.

The SBE considers institution and agency budgets at its regularly scheduled June meeting each year. The established deadline for submission is thirty-five (35) days prior to the meeting.

Due to this timeline, the IPCSC must approve a working budget request for fiscal year 2025 in April of 2023. Through the budget process minor adjustments may be made. Once the final appropriation is granted through the legislative process, in April of 2024, the IPCSC will review the final budget detail.

DISCUSSION

The IPCSC's Finance Committee met on January 24, 2023. The meeting minutes, approved by the committee chair, are available online:

<https://chartercommission.idaho.gov/public-meetings/committee-meetings/>

The committee reviewed fiscal year 2023 year-to-date agency expenditures, the status of the fiscal year 2024 agency budget request, and conducted an in-depth review of the agency's anticipated fiscal year 2025 ask.

Commissioner Scigliano will provide an update of committee work.

Mr. Smith will provide an overview of the fiscal year 2024 budget status and an overview of the fiscal year 2025 plan as a first read for the Commission.

In April of 2023, the IPCSC will review fiscal year 2024 budget detail for final approval and must approve a working budget for fiscal year 2025 to facilitate the appropriation request process.

SPEAKER

Finance Committee Chair, Brian Scigliano

Finance Manager, Jacob Smith

IMPACT

Information Only.

STAFF COMMENTS AND RECOMMENDATIONS

No recommendation.

COMMISSION ACTION

No Action.



| | | | | |
|--|-------------|--------------|------------|------------|
| Idaho Public Charter School Commission FY23 Budget | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| FY23 Appropriation | Personnel | Operations | Total | % Expended |
| General Fund | \$ 134,800 | \$ 47,600 | \$ 182,400 | 62% |
| Dedicated Fund (Authorizer Fees) | \$ 394,600 | \$ 101,300 | \$ 495,900 | 43% |
| Total Appropriation | \$ 529,400 | \$ 148,900 | \$ 678,300 | |
| FY23 Budget | \$ 501,825 | \$ 154,503 | \$ 656,328 | |
| | | | | |
| | | | | |
| | | | | |
| Expenditures by Category | | | | |
| | FY23 Budget | YTD 12/31/22 | Remaining | % Expended |
| Payroll | \$ 501,825 | \$ 244,813 | \$ 257,012 | 49% |
| Communication Services | \$ 5,150 | \$ 859 | \$ 4,291 | 17% |
| Professional Development | \$ 10,670 | \$ 5,885 | \$ 4,785 | 55% |
| Professional Services | \$ 24,000 | \$ 9,608 | \$ 14,392 | 40% |
| Admin Services and Supplies | \$ 4,250 | \$ 4,056 | \$ 194 | 95% |
| Computer Services | \$ 11,690 | \$ 3,739 | \$ 7,951 | 32% |
| Computer Supplies | \$ 7,250 | \$ - | \$ 7,250 | 0% |
| Travel | \$ 25,000 | \$ 11,761 | \$ 13,239 | 47% |
| Rentals and Leases | \$ 30,393 | \$ 13,799 | \$ 16,594 | 45% |
| Capital Outlay | \$ - | \$ - | \$ - | 0% |
| State Agency Allocations | \$ 36,000 | \$ 31,120 | \$ 4,880 | 86% |
| | | | | |
| | | | | |
| Total Expenditures | \$ 656,228 | \$ 325,639 | \$ 330,589 | 50% |

| | | | |
|--|--------------------|--------------------|--------------------|
| Idaho Public Charter School Commission FY24 Budget | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| FY24 Appropriation Request | Personnel | Operations | Total |
| General Fund | \$ 204,000 | \$ 68,200 | \$ 272,200 |
| Dedicated Fund (Authorizer Fees) | \$ 511,600 | \$ 124,700 | \$ 636,300 |
| Total | \$ 715,600 | \$ 192,900 | \$ 908,500 |
| | | | |
| | | | |
| FY24 IPCSC Budget | \$ 679,328 | \$ 192,787 | \$ 872,115 |
| | | | |
| | | | |
| Expenditures by Category | | | |
| | FY22 Actual | FY23 Budget | FY24 Budget |
| Payroll | \$ 442,654 | \$ 501,825 | \$ 679,328 |
| Communication Services | \$ 668 | \$ 5,150 | \$ 4,450 |
| Professional Development | \$ 3,790 | \$ 10,670 | \$ 14,850 |
| Professional Services | \$ 8,000 | \$ 24,000 | \$ 16,000 |
| Admin Services and Supplies | \$ 4,455 | \$ 4,250 | \$ 5,300 |
| Computer Services | \$ 7,290 | \$ 11,690 | \$ 9,907 |
| Computer Supplies | \$ - | \$ 7,250 | \$ 10,000 |
| Travel | \$ 14,908 | \$ 25,000 | \$ 33,250 |
| Rentals and Leases | \$ 17,089 | \$ 30,393 | \$ 44,830 |
| Capital Outlay | \$ 7,576 | \$ - | \$ - |
| State Agency Allocations | \$ 30,900 | \$ 36,000 | \$ 54,200 |
| Total Expenditures | \$ 537,330 | \$ 656,228 | \$ 872,115 |
| | | | |
| | | | |
| Full Time Equivalent Positions (FTP) | 5 | 5 | 7 |

| | | | |
|--|--------------------|--------------------|--------------------|
| Idaho Public Charter School Commission FY25 Budget | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| FY25 Appropriation Estimate | Personnel | Operations | Total |
| General Fund | \$ 210,120 | \$ 70,246 | \$ 280,366 |
| Dedicated Fund (Authorizer Fees) | \$ 524,766 | \$ 134,000 | \$ 658,766 |
| Total | \$ 734,886 | \$ 204,246 | \$ 939,132 |
| | | | |
| FY25 IPCSC Budget | \$ 734,886 | \$ 196,759 | \$ 931,645 |
| | | | |
| | | | |
| Expenditures by Category | | | |
| | FY23 Budget | FY24 Budget | FY25 Budget |
| Payroll | \$ 501,825 | \$ 679,328 | \$ 734,886 |
| Communication Services | \$ 5,150 | \$ 4,450 | \$ 5,150 |
| Professional Development | \$ 10,670 | \$ 14,850 | \$ 14,850 |
| Professional Services | \$ 24,000 | \$ 16,000 | \$ 16,000 |
| Admin Services and Supplies | \$ 4,250 | \$ 5,300 | \$ 5,800 |
| Computer Services | \$ 11,690 | \$ 9,907 | \$ 10,032 |
| Computer Supplies | \$ 7,250 | \$ 10,000 | \$ 8,500 |
| Travel | \$ 25,000 | \$ 33,250 | \$ 33,250 |
| Rentals and Leases | \$ 30,393 | \$ 44,830 | \$ 44,890 |
| Capital Outlay | \$ - | \$ - | \$ - |
| State Agency Allocations | \$ 36,000 | \$ 54,200 | \$ 58,287 |
| Total Expenditures | \$ 656,228 | \$ 872,115 | \$ 931,645 |
| | | | |
| Full Time Equivalent Positions (FTP) | 5 | 7 | 8 |

VII. STRATEGIC PLAN UPDATE

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code §67-1901 – Agency Planning and Reporting

Idaho Code §67-1903 – Performance Measures

BACKGROUND

Idaho Code requires each state agency to maintain a five-year strategic plan and to submit a progress report to the Division of Financial Management (DFM) each year.

The purpose of strategic planning is to:

- improve state agency accountability to state citizens and lawmakers;
- increase the ability of the legislature to assess and oversee agency performance;
- assist lawmakers with policy and budget decisions;
- and increase the ability of state agencies to improve agency management and service delivery and assess program effectiveness.

Each agency is required to engage in strategic planning annually for the purpose of reviewing performance and revising the long-term plan.

As the IPCSC is an agency under the State Board of Education (SBE), strategic planning reports and revisions to the plan must be submitted to the SBE for initial approval in June in preparation for final submission to DFM in August.

DISCUSSION

The IPCSC's Strategic Planning Committee met on January 27, 2023. Meeting minutes are available online: <https://chartercommission.idaho.gov/public-meetings/committee-meetings/>

Director Thompson provided a mid-year progress report to the Commission in December. Chairwoman Bair will give an update on committee work.

Any adjustments to the agency's five-year strategic plan must be adopted by the IPCSC prior to submission to the SBE.

SPEAKER

Strategic Planning Committee Chairwoman, Sherrilynn Bair
IPCSC Director, Jenn Thompson

IMPACT

Information Item Only.

STAFF COMMENTS AND RECOMMENDATIONS

NA

COMMISSION ACTION

A motion approve the agency's strategic plan as presented.



Strategic Plan 2023-2028

Part I. Agency Overview

1. Agency overview

The Idaho Public Charter School Commission (IPCSC) is Idaho's state-level charter school authorizing entity. The IPCSC is made up of 7 appointed commissioners who serve as the governing body and 5 employees who execute the day-to-day work. The IPCSC maintains a chair and vice chair as well as three standing committees: finance, new petitions, and renewals. IPCSC currently occupies 1095 square feet in the Borah Building, Suite 241.

Because charter schools are not managed by a district office, the authorizer's role is to ensure that the operations, financial health, and academic outcomes of a charter school justify the school's use of public funds. At its core, the IPCSC is a risk-management team that serves a variety of stakeholders, including students, taxpayers, policy makers, school boards, and school administrators.

Mission: The IPCSC's mission is to cultivate exemplary public charter schools.

Vision - The IPCSC envisions that living our mission will result in:

- Quality - Idaho families have exemplary charter school options.
- Autonomy - Charter schools design and implement unique educational programs.
- Accountability - Charter schools meet standards defined in the performance framework.
- Compliance - Charter schools operate in compliance with laws, rules, and regulations.
- Advocacy - The IPCSC advocates for student and public interests.

Values – The IPCSC values the following approach to executing our work:

- Professionalism – The IPCSC acts with respect and decorum.
- Efficiency – The IPCSC provides service with efficiency.
- Credibility – The IPCSC is a source of accurate information.
- Integrity – The IPCSC makes data-driven decisions that serve its mission and vision.
- Communication – the IPCSC communicates with and listens to stakeholders.

Part II. Performance Measures

Goal 1: The IPCSC will cultivate a portfolio of exemplary charter schools.

Objective 1: The IPCSC will make data-driven decisions.

Measure 1: Petition Evaluation Reports/ Meeting Minutes

Target 1: 100% of new charter school petitions approved without conditions will meet all of the established standards of quality.

~~**Target 2:** All approved amendment requests meet the applicable standards of quality.~~

~~**Task 1:** IPCSC staff will develop a guidance document specific to amendments by October 30, 2022.~~

Measure 2: Annual School Performance Reports/ Final Orders

Target 1: All schools whose renewal applications are approved without conditions meet all standards on the school's most recent annual performance report.

Target 2: All schools whose renewal applications are approved with conditions include conditions specific to the unmet measures noted in the school's most recent annual performance report.

Measure 3: Meeting Minutes

Target 1: The IPCSC will engage in at least five (5) professional development mini-sessions to be conducted at regular commission meetings each year.

Goal 1: The IPCSC will cultivate a portfolio of exemplary charter schools.

Objective 2: Provide effective oversight.

Measure 1: Performance Framework

Target 1: 95% of IPCSC schools will meet or exceed standard on all operational measures each year.

Target 2: 95% of IPCSC schools will meet or exceed standard on all financial measures each year.

Target 3: 75% of IPCSC schools will meet or exceed standard on all academic measures ~~by 6/30/2025.~~

Measure 2: Complaint and Concern Log

Target 1: 95% of identified concerns will be resolved within 30 days.

Measure 3: Courtesy Letters

Target 1: 95% of the concerns that cannot be resolved within 30 days are engaged as a formal investigation and documented via courtesy letters.

Goal 2: The IPCSC will advocate for student, taxpayer, and charter sector interests.

Objective 1: Contribute to effective charter school law.

Measure 1: Maintenance of Effort Records

Target 1: The IPCSC Director will dedicate at least 10% of his/her time to activities that directly contribute to continuous improvement of charter schools

Objective 2: Communicate effectively with Stakeholders

Measure 1: Newsletter ~~and Social Media Data~~

Target 1: The IPCSC will achieve a 75% open rate on quarterly newsletters sent to all IPCSC school administrators and board chairs ~~by June 30, 2025.~~

Measure 2: School Survey Participation Rate

Target 1: 95% of IPCSC schools will provide feedback via an annual feedback survey.

Objective 3: Facilitate access to meaningful resources for charter schools.

Measure 1: Network Event Attendance Rosters

Target 1: The IPCSC will engage at least 100 unique stakeholders each year through networking events by June 30, 2025.

Measure 2: Annual Performance Reports

Target 1: Provide outreach to every school that does not meet standard on one or more measure as reported on the school's annual performance report by February 15th each year.

VIII. CONSIDERATION OF NEW CHARTER SCHOOL PETITION

SUBJECT

New Charter School Petition Gem Prep Ammon

APPLICABLE STATUTE, RULE, OR POLICY

Idaho Code § 33-5205 – Petitions

IDAPA 08.02.04 – Rules Governing Public Charter Schools

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 new charter school petition for Gem Prep Ammon was initially received on November 1, 2022. Feedback was provided to the petitioners on November 30, 2022. The final petition included in these materials was received on December 28, 2022.

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

Jason Bransford, Chief Executive Officer, Gem Innovation Schools.

Dennis Turner, Board Chair, Gem Innovation Schools

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 the fall 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 Gem Prep Ammon as presented.

COMMISSION ACTION

1. A motion to approve the new charter school petition for Gem Prep Ammon as presented; OR
2. A motion to approve the new charter school petition for Gem Prep Ammon with the following conditions: [state conditions and due dates]; OR

3. A motion to deny the new charter school petition for Gem Prep Ammon on the following grounds: [state reasons for denial].



Petition Evaluation Report
Gem Prep: Ammon LLC
January 24th, 2023

Idaho Public Charter School Commission

514 W. Jefferson Street, Suite 303

Boise, Idaho 83702

Phone: (208)332-1561

pcsc@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

January 24th, 2023

Petition Review Summary

Gem Prep Ammon (GPA) proposes to serve 574 students in grades K-12 at capacity, with a total enrollment capacity of 676 students to allow for potential future growth beyond the initial performance certificate term. If approved, this will be the seventh replication school governed by this board of directors and managed by the Gem Prep Innovations management team. The team also oversees a virtual school. GPA is seeking to open in 2025.

The GPA petition evidences the team's commitment to serving all students through a focus on high-quality operational programs and data-driven academic instruction. The school's financial plan is grounded in secured funding and verifiable assumptions. Additionally, there appears to be sufficient demand for a blended model in the Ammon community.

The structure of the school allows it to benefit from other schools in the Gem Prep network, including the use of virtual classes so that students may benefit from teachers physically located at other Gem Prep schools.

The IPCSC Director recommends that the IPCSC approve the new charter school petition for Gem Prep Ammon with no conditions.

Summary of Section Ratings

| |
|---|
| Section 1: Educational Program ↓↓ |
| Meets Standard |
| Section 3: Board Capacity and Governance Structure ↓↓ |
| Meets Standard |
| Section 5: School Leadership and Management ↓↓ |
| Meets Standard |

| |
|--|
| Section 2: Financial & Facilities Plan ↓↓ |
| Meets Standard |
| Section 4: Student Demand & Primary Attendance Area ↓↓ |
| Meets Standard |
| Section 6: Virtual Schools ↓↓ |
| Meets Standard |

Section I: Educational Program:

Standard Rating: Meets Standard

Comments

Gem Prep Ammon is a proposed replication of a blended learning instructional model that has produced positive academic outcomes. This model utilizes data rich virtual curriculum to supplement face-to-face instruction and small group support.

Strengths:

- High academic outcomes at other operational schools.
- Innovative blended learning program design with thorough schedule samples.
- Significant use of data to inform instructional decisions.
- Blended learning flexible model that allows students to alter between face-to-face or supervised virtual instructional methods.

Concerns:

- There are no significant concerns with this section.

Section II: Financial and Facilities Plan

Standard Rating: Meets Standard

Comments

The school's business manager is experienced with effectively implementing this model in Idaho. The budget reflects revenues and expenditures based on actual operating costs of other Gem Prep schools for FY21.

A preliminary financial commitment letter from Piper Sandler for an estimated \$10 million dollars for facility costs is included in the petition (page 127). A preliminary term sheet from Building Hope Finance in the amount of \$4,125,000 for additional facility debt financing is included (page 130). GPA will receive an \$800,000 grant (\$400,000 year one, \$400,000 year two) from Gem Innovation Schools Foundation, the foundation supporting Gem Prep schools.

The school intends to build a new facility in Ammon. As this is the school's fourth new build, the costs and timelines are more predictable.

Strengths:

- The management team is well experienced in Idaho charter school finance.
- The enrollment projections have been met at all other Gem Prep schools.
- The school's design is based on already existing school models in the Gem Prep network.
- The revised petition contains sufficient documentation from Piper Sandler, Building Hope, Umpqua Bank, and Gem Innovation Schools evidencing financial commitments of each partner in this project. The documentation begins on page 127.

Concerns:

- No significant concerns.

Section III: Board Capacity and Governance Structure

Standard Rating: Meets Standard

Comments

The board is comprised of seven individuals, each with varied backgrounds that collectively provide expertise in areas pertinent to charter school governance. The board currently oversees seven approved charter schools in the state of Idaho (one of which is not yet operational).

The board has experience working with the proposed model, and is capable of providing high quality academic, operational, and financial oversight. This board's past performance evidences their ability to successfully guide a network of schools to accomplishing a shared mission.

Strengths:

- The board is experienced and currently governs 7 other schools in Idaho. 1 is a statewide virtual school, the other 6 are replications of the proposed model. GPP, GPM, GPMN and GPMS are currently operational PCSC schools. GPN is a currently operational Nampa School District authorized charter school. GPTF is a PCSC school approved to open in 2022.

Concerns:

- There are no significant concerns with this section.

Section IV: Student Demand and Primary Attendance Area

Standard Rating: Meets Standard

Comments

GPA will be located in a highly populated area with many prospective students. The primary attendance area is located in Bonneville Joint School District 91, and there are two charter schools in the immediate area. The yield rate for FY22 in BJSD 91 is 7.53%.

There are also four schools in the IPCSC portfolio in Idaho Falls, which immediately borders Ammon. The yield rate for FY22 in the Idaho Falls District is 11.78%. Adding another charter school to this area will increase the yield rate of each district, but both are likely to stay below the national average.

Strengths:

- The design of the blended-learning program is a marketing asset to the school in a post-pandemic environment.
- The Gem Prep School Network has an experienced marketing plan used to successful meet enrollment needs.

Concerns:

- There are no significant concerns with this section.

Section V: School Leadership and Management

Standard Rating: Meets Standard

Comments

Gem Prep Ammon will utilize the management team that works under the direction of the governing board. Gem Prep: Online (GPO) provides the services of an Executive Director, a Chief Academic Officer, a Chief Financial Officer, and a Chief Operating Officer. A full-service back office team (accounting and HR) and a new school launch support team are also included in the services. The team is operated in-state and has experience with several other charter schools.

In addition to the management team, GPA will share services and resources with other Gem Prep schools through the services agreement. This includes high quality special education services, meal services, instructional support services, as well as curriculum and instruction.

Strengths:

- The Gem Innovations team has been developing this management approach for the past 10 years.

Concerns:

- There are no significant concerns with this section.

Section VI: Virtual Schools

Standard Rating: Meets Standard

Comments

The school proposes a blended model. Students attend school on-site for the full school day and work through rotational stations, some virtual, some not. Virtual curriculum provides rich data to teachers who, with the support of the management team, evaluate that data and shift instruction for students as needed. The various learning management platforms used in the school are diverse, user friendly, and have proven effective in operating Gem Prep schools.

Strengths:

- The proposed model is inherently flexible and well-prepared to work face-to-face or remotely.

Concerns:

- There are no significant concerns with this section.

Gem Prep: Ammon



Charter Petition

Grades K-12

Proposed Opening: August 2025

Primary Attendance Area:

Bonneville School District

Submitted to Idaho Public Charter Commission: 10-31-2022

Resubmitted: 12-20-2022

Primary Liaison: Jennifer Ashmead

jenniferashmead@gemprep.org

Board Chair: Dennis Turner

PO Box 86

Deary, Id 83823

208-877-1513

Non-Discrimination Statement:

Gem Prep does not discriminate on the basis of race, religion, color, national origin, sex, or disability in providing education services, activities, and programs, including vocational programs, in accordance with Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Educational Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended. Any variance should be brought to the attention of the administration through personal contact, letter, phone, or email.

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Executive Summary

Mission Statement: To prepare students for success in college by providing a high quality, personalized, relevant and rigorous education through exceptional teaching, innovative uses of technology and partnerships with families.

Vision Statement: Gem Prep will be a K-12, personalized, college preparatory school. Through personalization, and by leveraging best practices in technology, the school will engage students in 21st-century work, using competencies necessary for productive lives as citizens in a dynamic, increasingly competitive global world.

Summary: Gem Prep is a college preparatory school. Every program, K-12, at Gem Prep is designed and aligned to prepare students for success in college and beyond. The philosophical premise is that students need a tailored and rigorous instructional environment to help them develop the knowledge, skills, and competencies that will assist them in their success in college and their future.

Gem Prep's instructional methodology is to provide access to content designed to prepare students for the rigors of college-level instruction. Because the elementary grade levels include foundational content, Gem Prep utilizes technology to adapt instruction to student needs, while simultaneously providing them with real-time feedback and remediation. In the upper elementary grades, students have increased opportunities for student-centered learning, teamwork, and collaboration. Students take increased ownership of their learning as they prepare for their transition to middle school. As students progress to secondary grade levels, the focus of student competency development shifts toward independence, autonomy, and exposure to new skills. Students engage in courses in person, as well as online to gain skills of professional communication and collaboration with colleagues (other students and teachers) in other geographic locations. This mirrors skills necessary in an increasingly digital world where 58% of employees work from home one or more days per week¹. Secondary students also participate in advisory courses, which are dedicated to the development of competencies such as time management skills, communication skills, and other habits of success.

Gem Prep: Ammon will join our network of schools: Gem Prep: Online; Gem Prep: Pocatello; Gem Prep: Meridian; Gem Prep: Nampa; Gem Prep: Meridian North; Gem Prep: Meridian South; and Gem Prep: Twin Falls.

Community Need and Interest: Across the State of Idaho there is an urgent need for more high-quality educational options that prepare students for post-secondary success. Although there are some high performing charter and traditional schools, most of these schools are concentrated in a few areas, are overenrolled, and/or have long waitlists. Idaho's population has one of the lowest percentages of college degrees. According to the [Lumina Foundation](#), only five other states have a lower college attainment rate than Idaho.

Student Outcome Expectations: Gem Prep expects students to graduate ready for the rigors of college with both the content knowledge and competencies necessary for success. Graduates will be effective problem solvers, life-long learners, self-motivated, and responsible citizens.

¹ Americans are embracing flexible work- and they want more of it

Section I: Educational Programs

Educational Philosophy

The world is changing rapidly, and education needs to keep pace with the challenges and advancements students will meet in the real world. Most Idaho students simply are not prepared for success in college, but Gem Prep seeks to make a change in Idaho. Through the use of adaptive technology coupled with highly qualified teachers who use data to adapt instruction, Gem Prep is developing students who have the knowledge, characteristics, competencies, and mindsets that they will need in order to be successful in college and in the modern workplace.

Gem Prep's education model encompasses a graduate profile developed around the competencies, skills, and characteristics necessary for tomorrow's leaders. Gem Prep students will graduate with early college success in high school and with experiences and accomplishments in the areas of real-world communication, rigorous academics, and superior independence and motivation.

Proficiency in reading, writing, and math has traditionally been the entry-level threshold to the job market, but the 21st century's global economy will require a workforce with both academic proficiencies and an additional set of skills in order to be competitive. Future employees will need a more diverse skill set combining learning skills, literacy skills, and self management skills. Students will need to be exceptional critical thinkers, problem solvers, innovators, communicators, and collaborators in order to thrive in the modern marketplace.

The [IBE Workforce Needs Survey](#) indicates that students need to be prepared to use technology appropriately and strategically to solve problems, find information, evaluate sources, make connections, forge deeper understandings, and effectively communicate with others. The survey further indicates that students need to be able to ask and answer challenging questions, solve problems, and reflect critically on their work and performance to inform future progress. Students also need to demonstrate resilience and perseverance when faced with challenges and to collaborate productively with others from different backgrounds, experiences, and perspectives.

Student Academic Achievement Standards

In addition to the outcomes and targets included in the Performance Certificate, Gem Prep will track the following outcomes to ensure student's progress:

- **Gem Prep's 7th-12th grade students typically take one or more advanced opportunities courses each school year**, setting their trajectory for early college success in high school. Completion of this goal will be tracked through the Student Information System (SIS), which tracks enrollment data, student schedules and grades. Students receiving coursework in above-grade-level content is part of how Gem Prep fulfills its mission of providing students a rigorous education.
- **Gem Prep secondary students take online courses** (in addition to their in-person courses). This allows student access to courses and teachers not available in their own building. This is tracked through enrollment data, student schedules and teacher assignments. As stated in the

mission statement, these courses provide an “innovative use of technology” to ensure students have access to “exceptional teaching” regardless of their geographic location.

- **It is the intent of Gem Prep for students to meet or exceed the state proficiency and growth average in English Language Arts and math** on state standardized assessments. Student academic outcomes are a key indicator of their readiness to complete rigorous coursework in subsequent years. Gem Prep will use the Idaho State Standardized Achievement Test (ISAT) to measure both growth and achievement for students. The Gem Prep mission statement emphasizes high-quality instruction, which is synonymous with academic growth and proficiency.
- **Gem Prep intends to enroll students in grades K-12th that roughly mirror the student population of local district demographics.** Gem Prep believes that a diverse student body enriches the education of all students and is essential to preparing students for a pluralistic world. It is also important to mirror the demographics of the surrounding district to demonstrate that Gem Prep successfully serves all students. Completion of this goal is currently tracked through the SIS, which tracks student demographics and through the SDE district report cards. Our mission to prepare students for success includes all students regardless of race, income, and special education status.

Key Educational Design Elements, Curricular, Tools & Instructional Methods

The key design elements of the Gem Prep model are as follows:

- **High Expectations and Rigor.** The school will be focused on 21st-century learning and critical thinking skills, as well as state-standards alignment. Students will be prepared for post-secondary education through dual credit courses taken during high school and the alignment of curriculum with state standards. The quality and rigor of student work is framed by competency-based standards planning and challenging learning objectives and assessments.
- **Personalization.** The school’s instructional model is built on the belief that each student brings unique strengths and challenges to their learning experience and must be supported accordingly. Student learning includes adaptive online learning programs, working toward informed post-secondary goals, and utilizing flexible time at the secondary level for self-directed learning. In the K-5 model, students often use a station rotation model, and the 6-12 model will use a flexible college-prep learning model. Differentiated instruction will occur in these pathways—online instruction, as well as elective courses. Teachers also do targeted small group instruction as a form of intervention and acceleration.
- **Data.** Gem Prep will be grounded in the importance of using data to drive instruction. The school will use formative assessment and other data to continually adjust instruction and necessary interventions.
- **Innovation.** Very much related to the above, the importance of continual improvement and innovation will be a focus for Gem Prep. The organization will constantly review performance data and make adjustments to the school model and practices as necessary.

As with most innovation, Gem Prep realizes that adjustments and improvements are often necessary as these ideas are put into practice in real-world settings. Gem Prep is committed to evaluating the academic impact of its instructional model and making any necessary adjustments in order to meet all academic goals. The School is committed to vigilance in ongoing assessments, evaluations, and adjustments to facilitate successful student outcomes.

Elementary School Model: Building on Best Practices

The elementary school model (Grades K-5) at Gem Prep (GP) is built around the following practices:

- **Rigorous, deeply supported learning.** Students are engaged in highly interactive learning environments designed to challenge each student. This rigorous learning environment necessitates a support structure to help students reach a high bar.
- **Data-driven instruction.** Teachers provide frequent formative assessments and are continually refining their instruction based on a careful review of student progress data.
- **Competency development.** GP schools incorporate competency development into their academic schedule. GP schools have time dedicated in their weekly schedule for teachers and counselors to focus on competency development with their students.
- **Scaffolded independence and leadership.** In the upper elementary grades, students have increased opportunities for student-centered learning, teamwork, and collaboration. Students grow in self-awareness and self-discipline as they prepare for their transition to the 6th grade.

Secondary Model: Cutting Edge Innovation

The Gem Prep secondary model is uniquely innovative both with regard to use of human capital and also redefining what students can achieve during their high school years. Key components of the Gem Prep secondary model include:

- **Access to high quality teachers across the state.** When necessary, students can access excellent teachers regardless of their location through the use of technology.
- **Exposure to diverse learning environments.** Secondary students at Gem Prep engage in both online and in-person learning. By learning in these varied ways, students develop the skills to communicate and work in a variety of environments.
- **Tuition Free Early College.** Gem Prep students pursue either a full two-year associate's degree or an 18+ college credit pathway during their high school experience at Gem Prep. The Gem Prep model is strategically structured to cover college costs so that students do not pay for their college tuition costs while in high school.
- **Advisory.** Students participate in an advisory program throughout their time with Gem Prep. For grades 6-10 the content in the advisory program is structured around non-academic skills such as goal setting, time management, and communication skills. In 11th and 12th grade the advising program shifts its focus to college applications, FAFSA, scholarship applications, college visits, program research, resume development and improvement.

By utilizing a variety of education tools (virtual classrooms, dual credit courses, on-campus face-to-face instruction, flexible schedules, etc.) students are able to create an educational plan that meets their personal skills, abilities, and interests, and which facilitates their progress toward their own goals.

Gem Prep: Ammon will be part of a network of Gem Prep schools. This network of existing schools has collectively demonstrated a track record of success. Gem Prep's ISAT Math and ELA 2022 proficiency scores are each 14% higher than the state average. According to the NWEA MAP assessment, our entire network of students are in the 90th %ile for Math and 96th %ile for ELA in the Charter Schools Growth Fund Portfolio (the largest private financial supporter of charter schools in the country). Gem Prep students also complete dual college credit at approximately four times the rate as the Idaho state average. Additionally, GP students scored nearly 10% higher than the state average on the Spring 2022 Idaho Reading Indicator (ISIP) and two Gem Prep schools were in the top 10 in the state, Gem Prep: Online was 1st with 91.2% and Gem Prep: Meridian was ninth with 85%². (See Appendix [F5H3](#): Gem Prep Assessment Results.)

Curriculum

Gem Prep believes that access to high-quality learning materials is central to the effective instruction of students. Accordingly, the school seeks to adopt a rigorous, sustainable, evidence-based curriculum that provides students with optimal access to information and learning opportunities. Gem Prep curriculum aligns to state standards, which define the knowledge and skills students should have within their K-12 education. Gem Prep has established rigorous performance objectives, and additionally ensures each curricula meets the following qualifications: (a) rigor meets or exceeds state standards; (b) curriculum is research and evidence based.

All Gem Prep core academic curriculum undergoes an extensive review process by the curriculum adoption committee. This committee reviews the curriculum on an annual basis to ensure core academic content meets or exceeds content standards and maintains research-based efficacy for their specific student demographic (Idaho Administrative Rules IDAPA 08.02.03.102). The remainder of this section outlines current curricular selections, but will inevitably change as the committee reviews and updates curriculum.

Gem Prep's proposed ELA (English Language Arts) curriculum is All About Reading for Kindergarten, Amplify Core Knowledge Language Arts for grades 1 and 2, ReadyGEN for grades 3-6, and Pearson MyPerspectives for grades 7-11. Additionally, grades K-3 will receive daily instruction using Reading Mastery to support foundational ELA skills. Gem Prep will also provide all K-6 students with individualized ELA intervention and enrichment through the computer-adaptive reading program, [Istation](#). Each curriculum has been strategically selected for each grade or grade band to provide many opportunities for rich and rigorous evidence-based discussions and writing about texts to build strong literacy skills. Students build skills in reading, writing, speaking and listening, and they integrate language work throughout. These researched and reviewed curriculum meets rigorous expectations in both alignment and usability ratings ([Amplify CKLA EdReport](#); [ReadyGEN EdReport](#); [MyPerspectives EdReport](#); [Reading Mastery WWC Report](#)).

² [Reading scores improve, approach pre-pandemic levels](#)

Gem Prep’s proposed Math curriculum is Zearn Math for grades K-8 and HMH Into AGA for high school. Each curriculum allows students to learn across multiple instructional formats, rotating between learning independently with self-paced digital lessons and working with their teacher and classmates in a small group. Research indicates each curriculum successfully increases student understanding and proficiency in mathematics. These mathematics curricula meet rigorous expectations in both alignment and usability ratings ([Zearn Math EdReport](#); [HMH Into AGA EdReport](#)).

Gem Prep’s proposed science curriculum for grades K- 8, Houghton Mifflin Harcourt’s Science Fusion, is designed to use technology to best meet learners’ needs—to be flexible, to allow for interaction, to be engaging and motivating, and to reach a wide range of learning styles, employing visual, kinesthetic, auditory, and verbal modes and abilities. Gem Prep’s proposed science curriculum for grades 9-11 is Inspire Science; Earth Science, Biology, and Chemistry. Inspire Science, brings phenomena to the forefront of learning through inquiry-based and hands-on investigations. Students experience real-world scientific concepts in a three-dimensional learning experience in order to elevate their critical thinking, deepen their understanding, and encourage creative problem-solving for scientific phenomenon. ([Resendez & Azin, 2013](#); [Inspire Science Research](#)).

Gem Prep’s proposed Social Studies Curriculum is MyWorld Social Studies curriculum. In preparing students to be college and career ready, MyWorld aligns with the new framework for social studies instruction, known as the C3 Framework, to help educators expand social studies and civic education in the classroom. MyWorld aligns with Idaho Content Standards ([Savvas, 2013](#)).

To meet Gem Prep’s performance objectives and gain experience communicating and learning in a variety of ways, students take courses in different course formats: (a) in-person classes, (b) online classes, and (c) virtual classes through live video teleconference systems in a send-receive model. Select classrooms are equipped with video teleconference equipment to facilitate send/receive courses. All students interact with digital content using Chromebooks. Gem Prep utilizes the learning management system, [Canvas](#), to design content for all core classes in grades K-12. Canvas provides a consistent framework for instructional delivery, assessment, and access to academic progress for all students in grades K-12.

In addition to Gem Prep’s use of a learning management system, the school will also use computer adaptive technology to provide individualized learning. Computer adaptive programs, such as Zearn and Istation, assess each individual student and adapt the activities and assessment questions based on the student’s response. Based on the student’s assessment results and individual abilities, students are able to individually engage with digital activities daily.

Gem Prep also utilizes technology to support safe and positive classroom environments such as [Class Dojo](#) for K- 5, [Swift K-12](#) for 6+ and [GoGuardian](#) for K-12. Class Dojo is a digital management program teachers use to communicate with elementary students and their parents. Student behavior is tracked and celebrated, student portfolios and grades are shared with parents, and staff members are able to share daily messages, videos, tutorials, updates, and pictures with students and families in a secured digital application. Similar to Class Dojo, Swift K-12 is used to communicate with students and families in grades 6 and beyond. GoGuardian provides teachers and administrators access to observe student technology use, which facilitates students staying on task to maximize learning time. The program is also a security system to ensure students are only accessing safe and appropriate academic content when they engage with digital learning.

The school prioritizes in three central categories: (a) acquisition and retention of high-quality teachers, (b) innovative, individualized instructional models, and (c) development and implementation of college-ready competencies. Gem Prep students deserve the best teachers and staff. Accordingly, Gem Prep developed a thorough hiring process and offers all teachers a 1-year contract. This helps ensure that students have consistent access to teachers who thoroughly support the development of all students in Gem Prep's college preparatory model.

To meet Gem Prep's rigorous performance objectives, the school uses an instructional model with a variety of course formats to meet the individual needs of their unique population. Student learning is additionally enhanced through differentiation via adaptive technology, and grade and subject acceleration.

Per ESEA 4310, Gem Prep has identified a specific set of educational objectives, which include the development of the Gem Prep Graduate Profile and implementation of college-ready competencies. All students should have access to a high-quality education built upon a strong academic foundation. Gem Prep provides all kindergarten students with tuition-free, full-day kindergarten, to begin laying this critical foundation. All students begin building their college competencies in kindergarten with their K-12 graduate profile focused on the following areas: (a) college planning and saving, (b) evidence of college-ready competencies, (c) college and career exploration and coaching, (d) academic growth, and (e) self-advocacy.

Estimate of student time spent in each of the learning modalities

The charts below are sample weekly schedules for Grade 2, Grade 8, and Grade 10. The schedules illustrate approximately how much time students will spend in each of the learning modalities during a given week.

During the Wednesday early release, students have a menu of opportunities to further their learning. Students can participate in on-campus extracurricular activities (like student council, math club, STEM club, etc.), attend College Prep Academy to take advantage of tutoring services, or they may be released to go home.

SAMPLE GRADE SCHEDULE: GRADE 2

| Grade 2 M,T, T, F | |
|--------------------------------------|--|
| 7:30-7:55 PREP TIME | |
| 7:55 Bell | |
| Attendance/Pledge | |
| 8:05-8:15 Competency Development | |
| 8:15-9:50 ELA: STATION | |
| ROTATIONS | |
| 9:50-10:10 AM Recess | |
| 10:10-11:30 MATH | |
| Whole and Small Group | |
| 11:40 - 12:20 Recess/Lunch (40 mins) | |
| 12:20-1:35 ELA | |
| 1:35-1:55 Writing | |
| 1:55-2:25 Library, PE, Digital | |
| Learning/Tech, Counselor | |
| 2:25-2:45 Social Studies | |
| 2:45-3:10 Science | |
| 3:10-3:30 Competency Development | |
| 3:30 Pack Up/Release | |

| Grade 2 Wed. | |
|--------------------------------------|--|
| 7:30-7:55 PREP TIME | |
| 7:55 Bell | |
| Attendance/Pledge | |
| 8:05-8:15 Competency Development | |
| 8:10-8:40 Library, PE, Digital | |
| Learning/Tech, Counselor | |
| 8:40-9:50 ELA: STATION | |
| ROTATIONS | |
| 9:50-10:10 AM Recess | |
| 10:10-11:30 MATH | |
| Whole and Small Group | |
| 11:40 - 12:20 Recess/Lunch (40 mins) | |
| 12:20-12:50 Electives | |
| 12:50-1:00 Competency Development | |
| 1:00 Pack Up/Release | |

SAMPLE GRADE SCHEDULE: GRADE 8

| Grade 8 | | |
|-----------------------|----------------------------------|----------------------------------|
| | S1 | S2 |
| Period 1: 8:00-9:00 | IDLA High School Health | Middle School PE |
| Period 2: 9:03-10:00 | Physical Science | Physical Science |
| Snack | 10:00-10:05 | |
| Period 3: 10:05-11:02 | English 8 | English 8 |
| Period 4: 11:05-12:02 | IDLA High School Elective Choice | IDLA High School Elective Choice |
| Period 5: 12:05-1:02 | Advisory 8 | Advisory 8 |
| Lunch | Lunch 1:05-1:45 | |
| Period 6: 1:45-2:36 | Math 8 | Math 8 |
| Period 7: 2:39 -3:30 | US History 8 | US History 8 |

| Wednesday Schedule | | |
|-----------------------|----------------------------------|----------------------------------|
| | S1 | S2 |
| Period 1: 8:00-8:30 | IDLA High School Health | Middle School PE |
| Period 2: 8:33-9:00 | Physical Science | Physical Science |
| Period 3: 9:03-9:30 | English 8 | English 8 |
| 9:33-10:03 | College Houses | |
| Period 4: 10:06-10:33 | IDLA High School Elective Choice | IDLA High School Elective Choice |
| Period 5: 10:36-11:03 | Advisory 8 | Advisory 8 |
| | Lunch 11:05-11:35 | |
| Period 6: 11:38-12:17 | Math 8 | Math 8 |
| Period 7: 12:20-1:00 | US History 8 | US History 8 |

SAMPLE GRADE SCHEDULE: GRADE 10 AA & 18+ Pathway

| | Grade 10 AA & 18+ | |
|---------------------------|------------------------------------|--|
| | S1 | S2 |
| Period 1: 8:00-9:00 | Earth Science | Earth Science |
| Period 2: 9:03-10:00 | English 10 | English 10 |
| Snack | 10:00-10:05 | |
| Period 3: 10:05-11:02 | Geometry | Geometry |
| Period 4: 11:05-12:02 | HS PE or Other Elective Choice | HS PE or Other Elective Choice |
| Period 5: 12:05-1:02 | Advisory 10 | Study Hall/Credit Recovery |
| Lunch | Lunch 1:05-1:45 | |
| Period 6: 1:45-2:36 | Dual Credit Career & Life Planning | Dual Credit Academic Success |
| Period 7: 2:39 -3:30 | IDLA Economics | High School or Dual Credit Elective Choice |
| Wednesday Schedule | | |
| | S1 | S2 |
| Period 1: 8:00-8:30 | Earth Science | Earth Science |
| Period 2: 8:33-9:00 | English 10 | English 10 |
| Period 3: 9:03-9:30 | Geometry | Geometry |
| 9:33-10:03 | College Houses | |
| Period 4: 10:06-10:33 | HS PE or Other Elective Choice | HS PE or Other Elective Choice |
| Period 5: 10:36-11:03 | Advisory 10 | Study Hall/Credit Recovery |
| | Lunch 11:05-11:35 | |
| Period 6: 11:38-12:17 | Dual Credit Career & Life Planning | Dual Credit Academic Success |
| Period 7: 12:20-1:00 | IDLA Economics | HS or Dual Credit Elective Choice |

When students are working in asynchronous blocks, they will be supported by certified teachers and/or paraprofessionals providing tutoring, course assistance monitoring, etc. This additional structure assists students with necessary tools, time management and support, and also provides a level of expertise and encouragement toward student success.

Strategies for Serving Special Populations

Gem Prep believes that all students deserve and can succeed in an atmosphere of high expectations. However, many students need additional support to succeed in such an environment. A Response to Intervention (RTI) system will be implemented at Gem Prep to identify and intervene with students who struggle academically or behaviorally while the challenges are still relatively small. Teachers are trained in and expected to utilize interventions for students who need additional support. Further, secondary students meet with their college preparatory advisory class to learn non-academic competencies such as goal setting, mindsets, and habits of success. The teacher for the class also meets individually with students to review their future goals, their progress toward previous goals, and to reflect on progress since the last meeting. During this time, the teacher checks key indicators with the students (such as grades, behavior data, and attendance) and

provides assistance or direction for the student. This is another place where students who face unique contextual challenges can get help or can be referred for additional help. The teacher's role is to intervene and assist before problems have snowballed, but also to provide a place for the student to reflect and improve.

Teachers norm around a definition of rigor and what it looks like in the classroom. Teachers are trained to help all students succeed, to ensure that students from educationally disadvantaged circumstances are provided the same intellectual rigor as every other student, even if they need additional support. Gem Prep teachers are asked to hold the bar high for all students, but provide robust support for students who struggle. Some students may even need behavioral or academic intervention plans, and teachers, parents, and administrators are expected to fully integrate these plans.

The school provides a continuum of services for students who require special education services. Students in need of intervention services are identified as outlined in the Individuals with Disabilities Act (IDEA). Once identified, the student's Individualized Educational Program (IEP) team establishes the necessary intervention strategy. The IEP team consists of the classroom teacher, a special education teacher, parents, and an administrator. The team first considers support options, which allow students to spend as much time as possible with peers who do not receive special education services (LRE: Least Restrictive Environment).

After determining what appropriate services and supports can be provided within the regular classroom, supplementary aids and interventions may be provided within the special education classroom, based on each student's unique needs. Gem Prep's special education focus is always on the student's abilities and not their disabilities. Gem Prep provides services for students as determined by the IEP, such as speech and language services, counseling, behavioral intervention, school-based occupational therapy, psychological services, etc. Gem Prep's special education staff meet, or exceed, the requirements as outlined by the Idaho State Department of Education. They undergo continuous professional development to persist in meeting the needs of students with disabilities at a high level.

Gem Prep will plan and budget to provide certified special education teacher(s) and other personnel with physical facilities that are appropriately accessible to permit access by students with disabilities. GP will also provide funding and contractual arrangements to ensure that Gem Prep students with disabilities will receive special education and services as required in IDEA and outlined on the students' IEPs.

Gem Prep will provide transportation for special needs students if it is determined that this is necessary to provide for a Free and Appropriate Public Education (FAPE).

Professional Development Plan

Gem has developed a strategic model to support staff development, evaluation, and retention. This framework places emphasis in the following areas: (a) New staff onboarding, (b) intentional culture building, (c) ongoing, differentiated, relevant professional development, (d) aligned observation and coaching practices, and (e) Gem Prep leadership pipeline. Gem Prep believes in the importance of high-quality professional learning for all team members, especially new practitioners. Because of this belief, the network schedules professional development for all new and returning staff prior to the beginning of each school year. This professional development time is dedicated to onboarding and unifying all staff by: (a) introducing and updating staff on curriculum, (b) aligning individual,

school, and network goals, (c) clarifying staff and student expectations, (d) providing work time for grade, school, network, and vertical alignment, (e) training and practice of Common Pictures of Excellence, (f) developing collective lesson plans and practicing instruction and, (g) building positive school and network cultures of trust and support.

Gem Prep recognizes the importance of cultivating positive student, staff, classroom, school, and community culture. The Gem Prep Culture Guide outlines school values, expectations, and steps of celebration and correction.

Gem Prep utilizes ongoing professional development to meet their rigorous performance objectives. In addition to the professional development at the beginning of the year, the network also dedicates time during student early release days for professional development. Weekly PD focuses on reviewing student work, evaluating data, intellectual preparation of lesson plans, and culture building through building-level meetings. Full PD days scheduled periodically throughout the school year provide multiple learning pathways for individual needs based on observation results, student achievement data, administrative input, and staff and student feedback. Practitioners are also provided the opportunity to self-select relevant PD aligned with their strengths, areas of opportunity, and educational trends.

Gem Prep believes Common Pictures of Excellence (CPE), aligned observation practices, and strategic coaching strategies lead to instructional fidelity, excellence, and student achievement. CPE provides clear and aligned expectations of what excellent instruction and, more importantly, excellent learning looks like. The CPE define and detail instructional strategies and procedures such as: (a) hallway behavior, (b) learning posture, (c) response strategies, (d) habits of discussion, (e) annotating text, (f) classroom and school transitions, (g) read aloud routines, and (h) partner work. CPE provides aligned management and instructional strategies to create safe, academically focused learning spaces. Because Gem Prep utilizes CPE, administrators are able to align observation rubrics, expectations, practices, and coaching strategies. Gem Prep administrations, including network leadership and building leadership, meet regularly to review videos of Gem Prep teaching instruction, calibrate evaluation criteria, develop collective active steps, and practice coaching scripts and strategies. This alignment of expectations, observations, and coaching ensures implementation fidelity of the educational model.

Section II: Financial and Facilities Plans

Fiscal Philosophy and Spending Priorities

The Gem Prep board and staff believe that thorough financial training, expertise, and accountability are all essential elements of a successful school. For that reason, Gem Prep employs staff experienced in successful financial management. Financial indicators are reviewed each month as part of the board data dashboard. Gem Prep seeks to always have at least two board members with financial expertise, who serve on the Board Finance Committee. The finance staff attends regular training to keep their knowledge current and to stay abreast of any changes in the law or financial practice.

The Board is confident in the financial projections due to their grounding in current Gem Prep schools. While the approach is always to budget conservatively, Gem Prep also bases the financial projections on historical data and experience with existing Gem Prep schools. Gem Prep's spending priorities are focused on student investments, particularly on staff and instructional programming. Every major expenditure is evaluated on how it impacts student outcomes.

One indicator that is of particular importance is the fund balance. The Gem Prep board of directors believes maintaining a healthy fund balance is essential to the preservation of the financial integrity of the school. A healthy fund balance provides stability to students and staff through unanticipated interruptions in cash flow, changes in funding formulas or other regulations, emergencies, the ability to invest in opportunities, and meet the long-term goals of the school and organization. As a demonstration of our commitment to this philosophy, the organization's brick and mortar Gem Prep Schools have an average of 6.61 months of operating reserves. The fund balance is one of the standards against which the school's fiscal performance can be judged.

Transportation and Food Service Plans

Transportation

Gem Prep understands the importance of providing student transportation, therefore Gem Prep plans to offer student transportation as soon as possible- with the intent of offering transportation in the first year of operation. Gem Prep plans to contract with a bus service for transportation. The school will follow all state reporting requirements for transportation. A formal bid process as outlined by the Idaho State Department of Education and Idaho Code will be followed. Transportation will be provided to the student population as outlined in Idaho Code.

Students with special needs will be provided transportation in accordance with the requirements of state and federal law. A student's IEP will determine if transportation is required and the best method of transportation. All transportation will adhere to the IDEA. Transportation of field trips, excursions, and extracurricular activities will be provided by the school through contracted services and supported through donations from families, as well as philanthropic avenues.

Food Services

Gem Prep believes that no child should go without food and intends to provide a lunch program to students. Similar to other Gem Prep schools, the school plans to implement an onsite lunch program. The lunch program will be staffed with 1.5 FTE and managed by the Operations Manager. Under this option, Gem Prep may submit an application to be part of the National School Lunch Program (NSLP). The operations team will manage all reporting requirements, FRL forms, direct certifications, and lunchroom and serving staff.

If Gem Prep participates in the National Lunch Program, free and reduced data will be collected annually by individual FRL forms and/or through Direct Certification. The forms will be collected at the beginning of each school year. Gem Prep will pursue receiving a high percentage of respondents to the FRL survey. Students who qualify for free or reduced lunches will be offered lunch for free or at a reduced price, whether or not the school participates in the NSLP program. Gem Prep will only choose the option of providing a lunch program without NSLP reimbursement if it is sustainable within the constraints of the budget.

Families will be notified about the nutrition options through various communication avenues such as on-campus events like 'back to school night', social media, flyers, teacher newsletters, principal newsletter, emails, etc.

Financial Management and Monitoring Plan

Gem Prep has developed a sustainable and comprehensive operational and financial plan including curriculum, technology, staffing, facilities, and support services. The network of Gem Prep schools shares administrative and business services in order to direct financial resources towards supporting the Gem Prep college preparatory model.

The Board of Directors is the governing body for all Gem Prep schools and is a seasoned group of professionals with expertise in areas such as finance, law, real estate, policy, and governance. Further strengthening the board, the current board chair has seven years of governance experience with Gem Prep schools. In addition, the leadership team has successful experience operating other Gem Prep schools. (See Appendix [F3E2: Leadership Team Resumes.](#))

Gem Prep will comply with the financial reporting requirements of Idaho Code Section 33-701 (5-10). The Board will have prepared and published, within one hundred twenty (120) days from the last day of each fiscal year, an annual statement of financial condition and report of the school as of the end of such fiscal year in a form prescribed by the State Superintendent of Public Instruction pursuant to Idaho Code Section 33-701(5)(6).

Such annual statement shall include, but not be limited to, the amounts of money budgeted and received, and from what sources, and the amounts budgeted and expended for salaries and other expenses by category. The annual statement will be submitted to the State Department of Education and the charter authorizer as required by law.

The Board will present and discuss all financial matters at public sessions and will post all financial results, budgets, audits, contracts and disbursements electronically on the Gem Prep website. The

Board will hold an annual public hearing where the budget is discussed in detail. The Board will post notices of all meetings in accordance with all applicable laws.

The school will place copies of all teacher contracts and vendor contracts on the school website. In addition, the school will place a listing of all disbursements on the website and make available all such information upon request.

Annually, Gem Prep will file with the State Department of Education such financial and statistical reports as may be required pursuant to Idaho Code Section 33-701(7). Gem Prep will destroy all claims or vouchers paid five years from the date the same was canceled and paid pursuant to Idaho Code Section 33-701(8).

Gem Prep will review the school budget periodically and make appropriate budget adjustments. Amended budgets shall be submitted to the State Department of Education pursuant to Idaho Code Section 33-701(9).

Gem Prep will invest any money coming into the hands of the school in investments permitted by section 67-120 of the Idaho Code.

The Executive Director (CEO) and CFO compile a proposed budget based on the state funding formula with input from principals and department administrators. The CFO will present the proposed budget to the Board Finance committee. After the budget is developed, Gem Prep will publish a budget hearing notice per Idaho Code. The finance committee then recommends the final budget for adoption to the Board of Directors. Gem Prep posts the approved budget on the school's website and submits a copy to SDE.

The board of directors will be responsible for the financial management of Gem Prep. The board of directors' role in financial management will include, but is not be limited to the following:

- Establishment of operating and capital budgets.
- Long-term financial planning and preparations.
- 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.
- Monthly review of cash flow projections.
- Establishment of internal financial policies consistent with the requirements of state law and Generally Accepted Accounting Principles to provide for adequate financial controls.

(Appendix A1: Financial Summary, Appendix A2: Pre-Opening Budget, Appendix A3: Three-Year Operating Budget and Break-Even Year 1 Scenario, Appendix A4: Cash Flow Projection for Initial Operating Year)

Facilities Plan

At full scale, Gem Prep: Ammon will require approximately 45,018 square feet of space. The space breakdown is as follows:

| Area | Size (sf) | Quantity | Total Size |
|--|-----------|---------------|--------------|
| Classrooms (K-5) | 700 | 14 | 9800 |
| Classrooms (6-12) | 700 | 10 | 7,000 |
| SpEd Space | 250 | 2 | 500 |
| Gym | 6700 | 1 | 6700 |
| Cafeteria | 2160 | 1 | 2160 |
| Fab Lab | 1065 | 1 | 1065 |
| High School Commons | 2500 | 1 | 2500 |
| High School Collab Rooms | 120 | 4 | 480 |
| Admin, Reception, Conf. | 1936 | 1 | 1936 |
| Circulation, Kitchen, Bathroom, Storage, Tech, Stairs (40% of total) | 12877 | 1 | 12877 |
| | | Total: | 45018 |

At the K-5 grade levels, Gem Prep will require classrooms that will allow teachers and students the ability to move around and re-organize their rooms to accommodate the station rotation model. Each classroom will have access to high-capacity wireless internet and Chromebooks for students. In high school, the facility will need to accommodate an open concept capable of adapting to the needs of the students and teachers. Common areas will be created with various learning pods to allow for student collaboration, project work, and students taking online classes.

Gem Prep will assure that all facilities meet state and federal health and safety laws and meet Americans with Disabilities Act (ADA) requirements. The school leadership will comply with state laws to have annual safety inspections of their facilities and address any issues that are found during those inspections.

Gem Prep will remain in compliance with applicable state and federal guidelines as provided in Section 39-4130, Idaho Code, and the ADA. The School will provide certification that the facilities meet all requirements for health, safety, fire, and accessibility for those with disabilities. Gem Prep will continue to provide regular inspections of the facilities for health, safety and fire compliance and will provide copies of these reports upon request.

Gem Prep's school leadership team and Board of Directors has successfully secured facilities for other Gem Prep school startups and is aware that finding affordable facilities that can meet the

programmatic needs of schools is an essential criterion for success. The school anticipates that securing affordable facilities may be one of the more challenging components of this plan. To overcome this challenge the school brought on key players early in the planning stages.

(See Appendix ~~F6~~ H4 Letters of Support from Piper Sandler, ~~and~~ Building Hope, Umpqua Bank, and Gem Innovation Schools Foundation).

Option 1

In the proposed budget, Gem Prep plans to purchase approximately 5 acres of property for less than \$500,000 within the Bonneville School District. The school would construct an approximately 38,318 sq. ft. two-story facility with classroom space for K-12 grades, cafeteria (which will double as the gym, fab lab, common spaces, collaboration rooms, and admin space. Based on the most recent Gem Prep facility projects and taking account for inflation, the total construction cost assumption is approximately \$260 per sq. ft. or \$9,962,680. Including the land purchase, the estimated total project cost is \$10,462,680. GPA will seek approximately \$12 million in financing which will include the project cost as well as closing costs, funding the debt service reserve fund, and capitalized interest. GPA will continue to raise philanthropy dollars to fund the construction of the gym at a future date which the school estimates would cost \$1.74 million to construct the additional 6,700 sq. ft.

Option 2

In the event the school is able to secure the necessary grants or philanthropic support, Gem Prep will proceed with the construction of the same plan as option 1 but include a gym. With the gym, the facility will be 45,018 sq. ft. with an estimated total project cost of \$12,204,680 million (including land and seek financing for \$13.7 million.

(Appendix ~~A5~~ B1 & B2 Facility Options Template)

Section III: Board Capacity and Governance Structure

Governance Structure

Gem Innovation Schools of Idaho, Inc. (GIS) will be the charter holder (the board of directors) and will govern Gem Prep: Ammon, LLC, pursuant to GIS's existing Articles of Incorporation, Bylaws, and Board Policies. Gem Innovation Schools of Idaho, Inc., is a non-profit organization organized and managed under the Idaho Nonprofit Corporation Act. The Corporation is organized exclusively for educational purposes within the meaning of Section 501(c) (3) of the Internal Revenue Code of 1986 ("IRS Code"), or the corresponding provisions of any future federal income tax code. GIS will be the sole member of Gem Prep: Ammon (GPA).

(Appendix [BC1](#): GIS Articles of Incorporation, [C2](#):GIS Bylaws, [C3](#): GPA Certificate of Organization, LLC, and GPA Operating Agreement)

Board of Directors Responsibilities

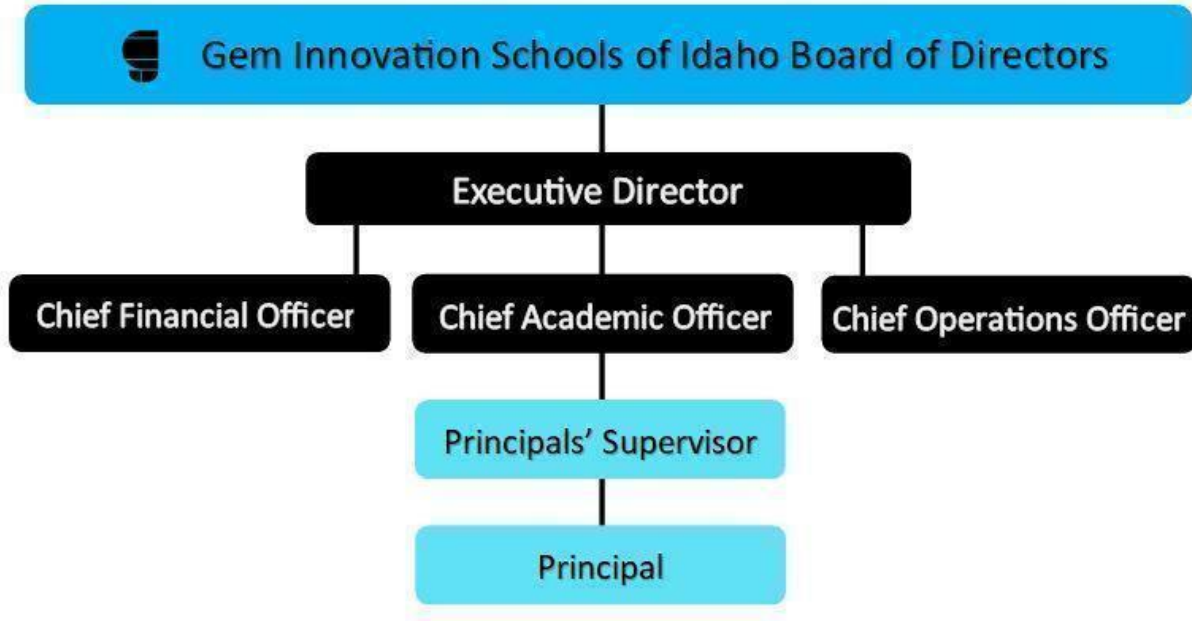
The Board will be responsible for the financial health of the school, managing the school's funds responsibly and prudently while prioritizing spending with consideration given to the school's mission, vision, and educational program goals. The Board will make every effort to establish financial practices and reporting that result in accuracy and transparency. Board members will participate in fundraising activities as deemed necessary and appropriate by the Board. Board members will put the interests of the school first and will refrain from using the position for personal or partisan gain.

Board business conducted at Board meetings will be done per the bylaws and applicable laws (See Appendix [B C1 & C2](#) Articles of Corporation & Bylaws). Board members will commit to the ethical standards set forth in the Ethical Standards Agreement (See Appendix [F4H2](#) Board Ethics Statements).

Relationship between the Board of Directors and School Administration

Gem Innovation Schools of Idaho Board of Directors is the governing board of the Gem Prep school and has ultimate control over the school and all employee and parent concerns. If a parent or employee has a concern, they will follow the process outlined on the Board of Directors section of the Gem Prep website. This process includes seeking resolution first with the teacher, principal, or other administrator as relevant before bringing their concern to the Board of Directors.

The organization chart below demonstrates the reporting and interaction structure for Gem Prep:



The Board of Directors is responsible for:

- Policy development and review
- The financial health of the school
- Administrative and operational oversight (not day-to-day operations)
- The legal affairs
- The adoption, advocating and oversight of the school budget, which is responsive to school goals and meets the needs of all students
- Conducting an annual self-evaluation of its own leadership, governance, and teamwork
- Communicating and interpreting the school's mission and other policy-related matters to the public and stakeholders
- Ensuring there is a supportive, smoothly operating leadership team, which advocates for both children and the community
- Selecting and evaluating the Executive Director

The Executive Director (CEO) works under the direction of the Board.

Responsibilities include, but are not limited to:

- Implement the vision and mission of the school
- Recommend to the Board the hiring of personnel
- Fulfill state charter school requirements
- Insure Gem Prep meets the performance requirements outlined in the performance certificate
- Execute the policies of the Board
- Act as the intermediary between the Board and stakeholders
- Make recommendations to the Board on issues facing the school

The Chief Financial Officer works under the direction of the Executive Director.*Responsibilities include but are not limited to:*

- Monthly and annual financial reporting to the board and outside entities
- Budgeting
- Day to day financial operations and accounting
- Financial records
- Purchasing and contracts
- State reporting requirements
- Payroll
- Insurance
- Benefits
- Accounts Payable

Chief Operating Officer works under the direction of the Executive Director.*Responsibilities include but are not limited to:*

- Facilities management
- Supervise school operations employee
- Transportation
- Nutrition
- Building security and student safety
- Technology

Chief Academic Officer works under the direction of the Executive Director.*Responsibilities include but are not limited to:*

- Develop curriculum, instruction and assessment
- Recommend special services
- Develop and oversee professional development
- Supply annual educational reports
- State assessment planning
- Oversee hiring educational staff and provide recommendations

Principal Supervisor works under the direction of the Chief Academic Officer.*Responsibilities include but are not limited to:*

- Supervise and evaluate school principals
- Create and oversee principal's professional growth plans
- Assists CAO with planning, implementing, and evaluating instructional programs
- Facilitate and support the development and implementation of innovative instructional programs

- Assists principal to develop, organize and implement models of intervention assistance for schools with low student achievement; and continuous improvement for schools with average-to-high student achievement
- Supports CAO in delivering written and oral presentations on academic accountability to various stakeholders
- Maintains liaison with professional civic, volunteer and other community agencies and groups

Principal works under the direction of the Principal Supervisor.

Responsibilities include but are not limited to:

- Parent and public relations
- Building school-wide community and culture
- Student and staff discipline
- Participate in curriculum development
- Supervise student scheduling
- Conduct all staff evaluations
- Provide teacher mentoring and coaching
- Resolve personnel issues
- Oversee substitute teacher roster, training and evaluation
- Student enrollment and records
- Attendance

Board Member Qualifications

The appointed Board of Directors will be legally accountable for the operation of Gem Prep. The school is committed to compliance with all federal and state laws and rules and acknowledges its responsibility for identifying essential laws and regulations, and complying with them. The board of directors not only seeks potential board members who support Gem Prep students but also who have the specific skill set needed on the board.

The Board of Directors is comprised of a talented and seasoned group of professionals and leaders. Board expertise and strength covers all necessary governance areas such as education, law, real estate, strategy, finance, policy, and management. Further strengthening the board, the current board chair has seven years of governance experience with Gem Prep schools.

(Appendix [C D2](#): Board of Directors and Petitioning Group)

Board Composition Profile & Terms of Service

| Board Member Name | Education | Law, Compliance Operations | Real Estate Facilities | Strategy | Accounting Finance | Business Management | Politics, External Relations | Years of Service | Current Term |
|---------------------------|-----------|----------------------------|------------------------|----------|--------------------|---------------------|------------------------------|------------------|--------------|
| Dennis Turner, Chair | | | X | X | | X | X | From 03/2014 | 6/30/24 |
| Barb Femreite, Vice Chair | X | X | X | X | X | X | X | From 10/2020 | 6/30/23 |
| Bob Lee | X | X | | | | X | | From 08/2021 | 6/30/24 |
| Duncan Robb | X | X | | X | | X | X | From 09/2018 | 6/30/23 |
| Terry Ryan | X | | | X | X | X | X | From 07/2022 | 6/30/23 |
| Emmett Wemp | X | X | | | X | | X | From 12/2019 | 6/30/25 |

Transition Plan

A vital element in the plans for the Gem Prep school has been the governance of the GIS Board of Directors. The GIS Board has been governing multiple Gem Prep Schools for many years and has been integral in the growth and development plans of Gem Prep: Ammon. Therefore, a transition plan from a founding board to a governing board is not necessary.

Board Member Recruitment and Training

Recruitment and nomination of potential new board members is the responsibility of the board's Governance Committee. When recruiting, the committee leverages professional networks, as well as the connections of staff, teachers, parents, and community members. It is critical that board members possess not only the skill sets Gem Prep needs, but also a demeanor or professionalism and civility. When no board members possess a necessary skills set, the committee identifies that skill as the recruitment priority for future board members. Further, if board members cannot be identified who possesses the necessary skills set, the Committee recommends board training in order to develop expertise in that skill within existing board members. Board members must share a commitment to the mission of the school, and be willing to volunteer their expertise to ensure the school's success in fulfilling its mission.

GIS school board members are committed to continued development. The board believes strongly in seeking out relevant board training opportunities to assist in making Gem Prep a high performing college preparatory school, which prepares students for college, career, and citizenship.

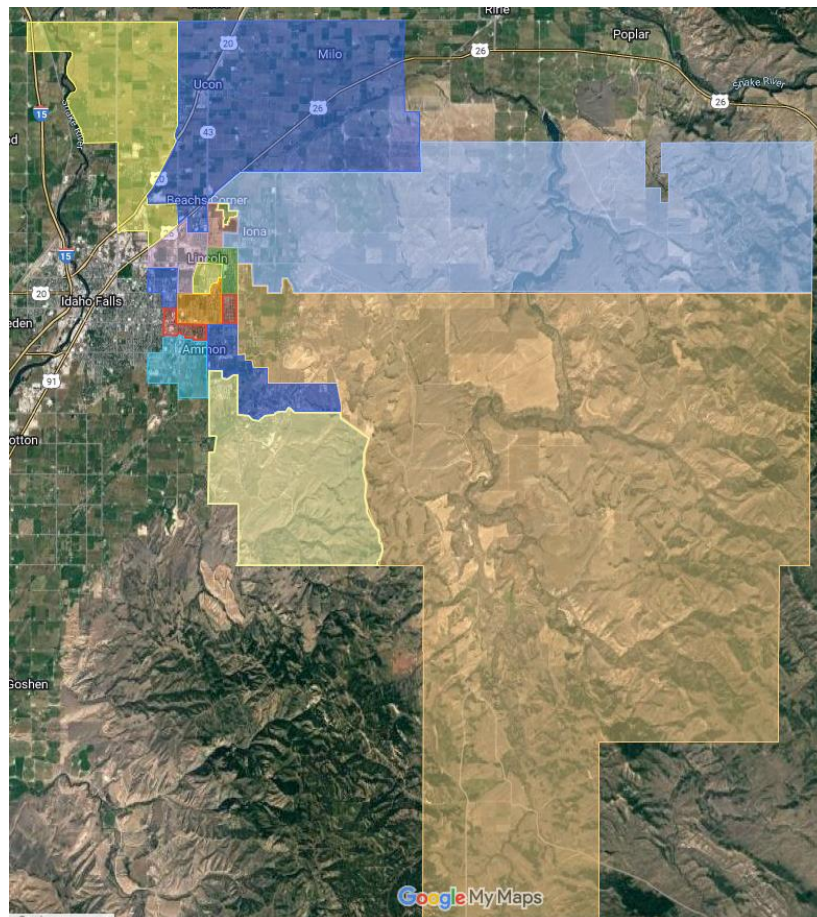
Board members identify (typically annually) their greatest needs for professional learning. Once needs are identified, the board develops a professional development plan which provides opportunities for board members to advance their expertise, and to strengthen and deepen the board as a whole. Typically, Board members also schedule an annual retreat where they receive additional training on subjects they identify as their greatest need for continued professional learning in their roles. The annual school budget includes funding for board training and development opportunities. Board members also attend regular training such as the Idaho School Board Association's annual convention. As necessary, they also attend the State Department of Education charter school workshops, which provide information about best practices and common challenges of charter boards. These workshops and training opportunities also provide critical networking connections for board members.

A New Board Members packet is provided to new board members. This packet contains information to help them understand what is involved in being a board member. Packets include, but are not limited to, the GIS Board Handbook, online training created by BLUUM, the school charter, roles and responsibilities, open meeting and record laws, state statute for charter schools, ethical standards, conflict of interest information, board policies, financial reports, and budgets. New members are also provided with educational materials relative to Gem Prep's educational model, such as webinars, books, and conferences, prior to appointment, and during their service on the board.

Section IV: Student Demand and Primary Attendance Area

Primary Attendance Area

The school will be physically located within the Bonneville School District. Gem Prep's attendance area will include all of the Bonneville School District as detailed in the map below. A more detailed view can be found at the following link: [GPA Attendance Area Map](#)



Bonneville School District will be the most impacted but GP anticipates drawing students from the Idaho Falls School District as well.

(See Appendix ~~F1~~ G: District Notice of Intent Letter ~~to Local Superintendent~~.)

Student Demand

Access for low-income students. Data for Free and Reduced Lunch Price meals has been skewed for the past 2 years due to temporary waivers to feed all students at no cost. However, the Bonneville School District 3 years prior to the waiver averaged approximately 35% FRL³. It is anticipated that GPA will serve a similar population of FRL eligible students. Attracting a diverse student population and serving them well is central to Gem Prep's mission.

Student success. For the 2021-2022 school year, Gem Prep students earned an average of 18 dual college credits per student, per year during their 11th and 12th grade years. Further, the average Gem Prep graduate leaves high school with just shy of \$22,000 in scholarship offers. Gem Prep: Ammon will provide a cost-saving option while exposing students to college-level classes in high school.

Student Population Growth. The Bonneville School District is preparing for considerable student population growth in a number of ways. On September 8, 2021, the school district's Board approved the purchase of an 80-acre parcel in the northwest area of the district for a future high school complex⁴. In addition, the Board approved the purchase of a modular classroom for Black Canyon Middle School, which just opened in August 2021, on March 9, 2022, to help alleviate the already crowded school⁵. The district also changed boundaries for its elementary schools and relocated modular buildings to address the most crowded elementary schools but they are still running out of room⁶.

There are currently six charter schools operating in the Idaho Falls/Ammon area but none provide our instructional model and focus. Despite having six charter schools, neither the Bonneville School District or the Idaho Falls School District have exceeded a saturation rate higher than 15% of students that attend them; Bonneville is 7.53% and Idaho Falls is 11.78%⁷.

With room to grow in the charter school market along with the crowding in the district, Gem Prep: Ammon will provide a unique, high-quality option for families and will help serve the growing student population in the greater Idaho Falls area.

Community Growth

Idaho Falls is the 4th largest city⁸ in Idaho with a current population of 66,898⁹ and experienced a 16.5% increase in population from 2010 to 2020¹⁰. The city of Ammon, which is included in the

³ [Bonneville SD: Reduced price lunch program](#)

⁴ [Bonneville School District Board September 8, 2021 Board Minutes](#)

⁵ [Bonneville School District prepares for student population growth](#)

⁶ [Overcrowding in local schools](#)

⁷ [FY22 Charter School Yield Rate](#)

⁸ [World Population Review](#)

⁹ [United States Census Bureau Report](#)

¹⁰ [Fastest growing cities in Idaho](#)

Bonneville School District's boundary, experienced a 42.2% population increase during the same timeframe¹¹.

Idaho continues to grow rapidly with projections of statewide population exceeding over 2 million for the first time by 2031, with Eastern Idaho seeing a 10% growth increase in the next ten years¹². Idaho Falls and Ammon city experts are preparing for a major boom in population over the next decade as well¹³. Gem Prep: Ammon will help ease some of the stress of the rapid student population growth.

In a study conducted by ECONorthwest and funded by BLUUM, Idaho Falls had both a broad charter school market potential and large-scale growth in the school-age population¹⁴. The Bonneville School District continues to expand to meet population need. As mentioned earlier, one school has already reached capacity within the first year of operation, and the district has purchased additional land for a future high school.

Student Population

It is anticipated Gem Prep will roughly mirror the student demographic population of the school district. Focused recruitment strategies will enable GP's student demographic population to roughly reflect the school district's percentage of non-white, English Language Learner, economically disadvantaged (low income), and special education. Gem Prep schools attempt to mirror the population demographics of the community, and have historically served the same demographics as their surrounding district. Data for Free and Reduced Lunch Price meals has been skewed for the past 2 years due to temporary waivers to feed all students at no cost. However, the Bonneville School District 3 years prior to the waivers averaged approximately 35% FRL. Attracting a diverse student population and serving them well is central to Gem Prep's mission.

The table below shows the demographic makeup of the Bonneville School District for the 2021-2022 school year¹⁵¹⁶.

¹¹ Ibid

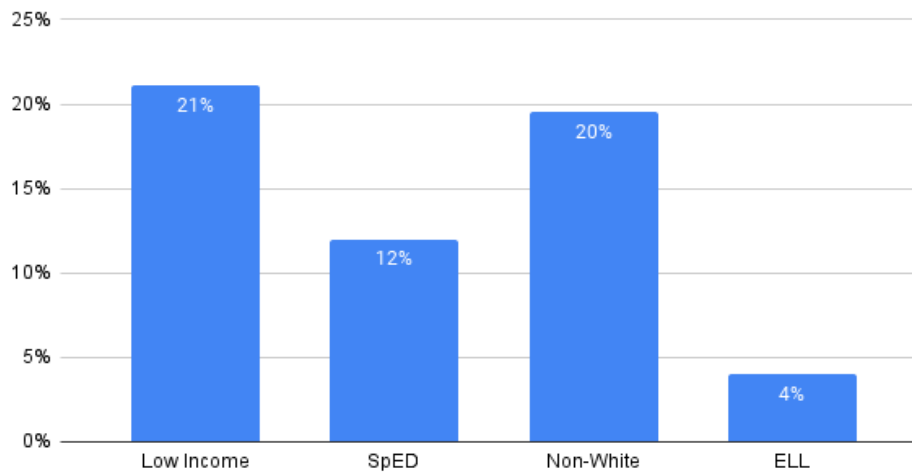
¹² Idaho population projected to top 2 million by 2031

¹³ Idaho Falls could see a population boom in the next 10 years

¹⁴ Idaho Charter School Growth Opportunities

¹⁵ Idaho State Department of Education School Report Card

¹⁶ Bonneville SD: Reduced price lunch program

Bonneville SD Demographics 2021

Enrollment Capacity

Gem Prep's instructional model includes challenging each student at their comprehension level. One way Gem Prep does this is by placing students in the grade level of their comprehension, not necessarily in the grade level of their birth year. While this practice keeps students academically challenged, changing a student's grade level placement also creates challenges to keep within the grade level cap, which is the primary reason a schoolwide cap is necessary as opposed to a grade-level cap.

Gem Prep enrollment is capped at 676 students in grades K-12. The table below contains the grade-by-grade *plan* to grow to 574 students over five years. While the Board has a grade-by-grade plan that targets 574 students, the Board requests a single K-12 enrollment capacity of approximately 676. This approach allows the Board to adjust grade-level student numbers, within the 676 student cap, in order to assure availability for all current students who wish to re-enroll, in order to place students in the grade level of their comprehension, and in response to market needs. For the purpose of the lottery, no less than three months prior to GP's application deadline, the Board of Directors will establish the annual school-wide enrollment capacity not to exceed 676 students and an annual enrollment capacity for each grade level.

Gem Prep's Planned Growth

| Grades | Yr. 1 | Yr. 2 | Yr.3 | Yr. 4 | Yr. 5 |
|--------|-------|-------|------|-------|-------|
| K | 52 | 52 | 52 | 52 | 52 |
| 1 | 52 | 52 | 52 | 52 | 52 |
| 2 | 52 | 52 | 52 | 52 | 52 |
| 3 | 52 | 52 | 52 | 52 | 52 |
| 4 | 52 | 52 | 52 | 52 | 52 |
| 5 | 52 | 52 | 52 | 52 | 52 |
| 6 | | 52 | 52 | 52 | 52 |
| 7 | | 45 | 45 | 45 | 45 |
| 8 | | 45 | 45 | 45 | 45 |
| 9 | | | 30 | 30 | 30 |
| 10 | | | 30 | 30 | 30 |
| 11 | | | | 30 | 30 |
| 12 | | | | | 30 |
| Total | 312 | 454 | 514 | 544 | 574 |

GP recognizes that demand in the secondary grade levels often decreases for charter schools, which is why the growth plan above (which the financial plan is built upon) reduces down from 52 seats in 6th grade to 45 seats in grades 7-8, and then again to 30 seats in grades 9-12.

Community Partnerships and Local Support

The school continues to develop mutually beneficial relationships with entities. Below are examples of early or existing partnerships that will be leveraged for GP.

- **Gem Prep Parent Committees:** Each Gem Prep school typically has 4-5 Parent Committees (4 standing, plus 1 ad hoc) that drive the work of extracurriculars, fundraising, activities planning, community partnerships, career mentorships, and family nights. These parent committees tend to drive much of the local partnerships in the community based on the needs of GP students and their families.
- **College of Eastern Idaho:** Gem Prep Online (another school in the Gem Prep network) already has several high school students taking dual credit courses from CEI. We anticipate that as GP: Ammon launches and begins to serve high school students that there will be an increased

interest in taking courses through CEI, which has already been an excellent higher education partner.

- **Bonneville School District:** GP may partner with the district to provide extra-curricular or other activities for students in both directions. Gem Prep also seeks to offer any opportunities it can to Bonneville school district students or staff as they desire to participate. Other district partnerships are welcomed as GP seeks to be a good neighbor and partner in the community.

GPA expects to continue to develop partnerships with community-based organizations. Future organizations which may be the focus of partnerships include student support organizations, philanthropic supporters, and businesses whose interests align in supporting GPA students.

Enrolling Underserved Families

Gem Prep has developed a student recruitment plan that intentionally enrolls a diverse student population. Branding was created by a professional designer, and messaging was created with the help of an experienced consultant to balance high expectations with robust support.

Gem Prep uses a variety of recruitment tools including social media, mailers, door-to-door campaigns, public forums, local preschools, and community events and groups. Student recruitment materials (also available in Spanish) feature students who represent racial diversity and a range of age levels. These materials make it abundantly clear that Gem Prep serves all students. Door-to-door efforts and mailers encompass a variety of neighborhoods, including those most likely to yield enrollment from students from low-income backgrounds. Social media parameters are narrowed to target these same neighborhoods and demographics. During the summer, Gem Prep staff attend events and activities intended to inform families from all backgrounds about school choice options.

Section V: School Leadership and Management

Leadership Team

The Administrative services will be provided by the school Administrators, with support from the Board of Directors. Gem Prep will contract with another Idaho charter school, Gem Prep: Online, for professional services (*See Appendix [F2 H1](#): Professional Services Agreement Draft*). GPO will provide a seasoned charter school leadership team with 16 years of experience who manage several Idaho charter schools including Gem Prep: Online (GPO), Gem Prep: Pocatello, Gem Prep: Nampa, Gem Prep: Meridian, Gem Prep: Meridian North, Gem Prep: Meridian South, and Gem Prep: Twin Falls. The team is augmented by a governance board, which provides expertise in all of the functions and areas needed to run a successful school.

The contract with GPO provides an Executive Director (CEO) who reports directly to the Board of Directors and is responsible for the overall success of the school. The contract also provides for service of positions such as a Chief Academic Officer, Chief Financial Officer and Chief Operating Officer, who all report directly to the Executive Director (*See Appendix [F2 H1](#): Professional Services Agreement Draft*). The instructional leader of the school is the principal who reports to and is evaluated by a Principal Supervisor. All other school-level certified staff are evaluated by the principal or assistant principal. (*See Appendix [D-E1](#): School ~~Administration and~~ Organization Chart.*)

The school's management plan provides the school support from an executive team with a demonstrated track record of preparing students for success in college and beyond. The executive team is currently comprised of an Executive Director (CEO), CFO, CAO, and COO. The executive team manages curriculum development, instructional oversight, obtaining facility and facility financing, fundraising, professional development, preparing budgets and financial reports, back office support, human resources, overseeing special education, and marketing. This allows the principal to focus on the instructional leadership of the school. The principal's responsibilities include student academic success, building school community and culture, providing teacher mentoring and coaching, conducting staff evaluations, student discipline, and facilitating parent and community relations.

The board reviews key indicators on the school's data dashboard each month. Key indicators include enrollment, academic growth and achievement, financial stability, stakeholder satisfaction, and teacher turnover. Monthly reviews allow the board to proactively address concerns as they arise. If concerns arise, administrators may provide context or additional information to address those concerns. If the concern warrants additional action, the board may either send the concern to one of the committees or ask the administration to make a recommendation at the next meeting concerning a resolution. In addition, the Executive Director is evaluated annually on the performance of the school, which is informed by indicators outlined in the data dashboard. The Board of Directors will evaluate the Executive Director using an evaluation framework permissible by Idaho law. The Board will complete the evaluation of the administrator once per year, as

required by Idaho Code. The timeline of evaluation will follow Idaho Code and be written in policy adopted by the Board of Directors after the charter petition is approved.

The Executive Director, CAO, College Access Director, and CFO, are seasoned school leaders with experience managing charter schools. Operations are managed collaboratively by the COO and the school site operations manager. The CFO manages finances. The Executive Director, in collaboration with the school attorney, addresses legal matters. The Chief Growth Officer manages school startup, construction, and charter management.

The chart below outlines the experience and areas of expertise of the leadership team. (See Appendix ~~F3~~ E2: Leadership Team Resumes.)

GEM PREP SCHOOL LEADERSHIP PROFILE

| School Leadership | Finance | Educational Programs | Education Innovation | New Schools Start-up | School Facilities | Governance & Law | Operations | Community Outreach | Development/Fundraising | School Administration | Distance Learning | Special Populations | Technology & Data |
|--------------------------------------|---------|----------------------|----------------------|----------------------|-------------------|------------------|------------|--------------------|-------------------------|-----------------------|-------------------|---------------------|-------------------|
| Jason Bransford, Executive Director | X | X | X | X | | X | | X | X | X | X | X | X |
| Laurie Wolf, CAO | | X | X | X | | X | | | | X | X | X | X |
| Bryan Fletcher, CFO | X | | | | X | X | X | | X | | X | | |
| Brenda Pina, COO | | | | X | X | | X | X | | | | | |
| Josh Femreite, Chief Growth Officer | | | X | X | X | | X | X | | | X | | X |
| Tera Reeves, College Access Director | X | X | X | | | X | | | | X | X | X | X |

IDAHO PUBLIC CHARTER SCHOOL COMMISSION

APPENDIX A: GEM PREP: AMMON BUDGET TEMPLATE



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

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

| 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: | | 158 | 312 | 343 | 426 |
| | 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 | \$6,000.00 | \$665,000.00 | \$400,000.00 | \$400,000.00 | \$0.00 |
| Loans | 12,000,000.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Grants | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| Base Support | NA | \$261,447.00 | \$558,719.00 | \$681,862.00 | \$932,380.00 |
| Salary and Benefit Apportionment | NA | \$545,662.00 | \$1,209,947.00 | \$1,476,623.00 | \$2,019,139.00 |
| Transportation Allowance | NA | \$84,000.00 | \$84,000.00 | \$84,000.00 | \$126,000.00 |
| Local Meal Sales | | \$12,263.33 | \$24,216.19 | \$26,622.29 | \$33,064.42 |
| Nutrition Reimbursement | | \$12,143.88 | \$23,980.32 | \$26,362.98 | \$32,742.36 |
| Broadband e-rate Reimbursement | | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 |
| Title I | | \$30,020.00 | \$59,280.00 | \$65,170.00 | \$80,940.00 |
| Title IV | | \$0.00 | \$0.00 | \$10,000.00 | \$10,000.00 |
| IDEA | | \$19,750.00 | \$39,000.00 | \$42,875.00 | \$53,250.00 |
| Special Distributions | NA | \$227,051.00 | \$356,698.00 | \$381,942.00 | \$498,445.00 |
| REVENUE TOTAL | 12,006,000.00 | \$1,867,337.21 | \$2,765,840.51 | \$3,205,457.27 | \$3,795,960.78 |
| 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 | \$954,262.18 | \$1,134,987.42 | \$1,602,334.72 | \$1,821,566.56 |
| Educational Program Totals | \$0.00 | \$158,050.90 | \$345,116.60 | \$420,573.50 | \$541,126.90 |
| Technology Totals | \$0.00 | \$89,500.00 | \$147,500.00 | \$95,250.00 | \$51,750.00 |
| Capital Outlay Totals | \$6,000.00 | \$90,000.00 | \$125,000.00 | \$133,000.00 | \$98,000.00 |
| Board of Directors Totals | \$0.00 | \$29,000.00 | \$34,000.00 | \$32,000.00 | \$30,000.00 |
| Facilities Totals | 12,000,000.00 | \$370,400.00 | \$370,400.00 | \$764,000.00 | \$770,000.00 |
| Transportation Totals | \$0.00 | \$140,000.00 | \$140,000.00 | \$140,000.00 | \$210,000.00 |
| Nutrition Totals | \$0.00 | \$34,042.68 | \$67,223.52 | \$73,902.78 | \$91,785.96 |
| Other | \$0.00 | \$0.00 | \$0.00 | \$0.00 | \$0.00 |
| EXPENSE TOTAL | 12,006,000.00 | \$1,865,255.76 | \$2,364,227.54 | \$3,261,061.00 | \$3,614,229.42 |
| OPERATING INCOME (LOSS) | - | \$2,081.44 | \$401,612.97 | (\$55,603.73) | \$181,731.35 |
| PREVIOUS YEAR CARRYOVER | | - | \$0.00 | \$401,612.97 | \$346,009.24 |
| NET INCOME (LOSS) | - | \$2,081.44 | \$401,612.97 | \$346,009.24 | \$527,740.60 |

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 | 6,000.00 | Gem Innovation Schools Foundation, funding provided by \$4.5 million grant from J.A. & Kathryn Albertson Family Foundation. |
| Loans | 12,000,000.00 | Facility option of stage 1 construction expense plus property acquisition of \$12,500,000 |
| 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 | \$12,006,000.00 | |

Additional Notes or Details Regarding Revenues:

Pre-Operational Expenditures

Section 1: Staffing

| 1a: CERTIFIED STAFF | Budget | | Assumptions / Details / Sources |
|-----------------------------|--------|--------|---------------------------------|
| | FTE | Amount | |
| Classroom Teachers | | | |
| 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.) | 6,000.00 | Phone system |
| CAPITAL OUTLAY TOTAL | 6,000.00 | |
| 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) | 12,000,000.00 | Facility Option 1Phase plus property acquisition |
| 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 | 12,000,000.00 | |
| 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

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: | 158 | 312 | 343 | 426 | |
|---|--------------------------|-------------------------------|-----------------------|-----------------------|---|
| 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 | \$665,000.00 | \$400,000.00 | \$400,000.00 | \$0.00 | Gem Innovation Schools Foundation |
| Loans | | | | | Include documentation for lender, term, rate, and total principal and interest. |
| Grants | | | | | Provide documentation and details. |
| Entitlement | \$261,447.00 | \$558,719.00 | \$681,862.00 | \$932,380.00 | |
| Salary and Benefit Apportionment | \$545,662.00 | \$1,209,947.00 | \$1,476,623.00 | \$2,019,139.00 | |
| Transportation Allowance | \$84,000.00 | \$84,000.00 | \$84,000.00 | \$126,000.00 | 60% reimbursement rate based on GPM |
| Local Meal Sales | \$12,263.33 | \$24,216.19 | \$26,622.29 | \$33,064.42 | Based on GPM: 24% of students participate in school provided lunch. 42% of those participating are free and 10% are reduced. Full pay lunch is \$3.85/lunch, reduced pay is \$.40/lunch 175 school days |
| Nutrition Reimbursement | \$12,143.88 | \$23,980.32 | \$26,362.98 | \$32,742.36 | NSLP reimbursement = \$3.31/free, \$2.91/reduced & \$.31/paid |
| Broadband e-rate Reimbursement | \$10,000.00 | \$10,000.00 | \$10,000.00 | \$10,000.00 | Based on GPM's FY21 reimbursements |
| Title I | \$30,020.00 | \$59,280.00 | \$65,170.00 | \$80,940.00 | Based on avg. per pupil at GPM |
| Title IV | \$0.00 | \$0.00 | \$10,000.00 | \$10,000.00 | Based on avg. per pupil at GPM |
| IDEA | \$19,750.00 | \$39,000.00 | \$42,875.00 | \$53,250.00 | Based on avg. per pupil at GPM |
| Special Distributions | NA | NA | NA | NA | From the SDE Special Distributions Doc. |
| Charter School Facilities | \$58,460.00 | \$115,440.00 | \$126,992.00 | \$157,620.00 | |
| Content and Curriculum | \$0.00 | \$0.00 | \$0.00 | \$0.00 | |
| Continuous Improvement Plans and Training | \$5,000.00 | \$5,000.00 | \$5,000.00 | \$5,000.00 | |
| Gifted Talented | \$3,000.00 | \$3,000.00 | \$3,000.00 | \$3,000.00 | |
| Leadership Premiums | NA | NA | NA | NA | |
| IT Staffing | \$7,500.00 | \$7,500.00 | \$7,500.00 | \$7,500.00 | |
| Math and Science Requirement | | | | \$37,000.00 | |
| Professional Development | \$12,600.00 | \$13,520.00 | \$15,820.00 | \$16,970.00 | |
| Safe and Drug-Free Schools | \$2,000.00 | \$2,000.00 | \$3,650.00 | \$5,575.00 | |
| Technology (i.e. infrastructure) | \$35,907.00 | \$45,462.00 | \$47,506.00 | \$52,710.00 | |
| Advanced Opportunities | | | | | |
| College and Career Advisors/ Mentors | | | | \$18,000.00 | |
| Literacy Proficiency | \$102,584.00 | \$164,776.00 | \$157,774.00 | \$163,220.00 | 22-23 Literacy funding model |
| Limited English Proficient (LEP) | NA | NA | | | |
| School Facilities (Lottery) | NA | NA | \$14,700.00 | \$31,850.00 | |
| REVENUE TOTAL | \$1,867,337.21 | \$2,765,840.51 | \$3,205,457.27 | \$3,795,960.78 | |

Operational Expenditures

Section 1: Staffing

| 1a: CERTIFIED STAFF | Break-Even Year 1 Budget | | Full Enrollment Year 1 Budget | | Year 2 Budget | | Year 3 Budget | | Assumptions / Details / Sources |
|---------------------|--------------------------|--------|-------------------------------|--------|---------------|--------|---------------|--------|---------------------------------|
| Classroom Teachers | FTE | Amount | FTE | Amount | FTE | Amount | FTE | Amount | |

| | | | | | | | | | |
|---------------------------------|--------------|-------------------|--------------|---------------------|--------------|-----------------------|--------------|-----------------------|---|
| Elementary Teachers | 10.0 | 475,000.00 | 12.00 | 570,000.00 | 14.00 | 672,000.00 | 12.00 | 588,000.00 | Avg. teacher salary = \$47.5K - \$49K based 190 day contracts includes PD days. |
| Secondary Teachers | | | - | | 2.00 | 96,000.00 | 6.00 | 294,000.00 | Avg. teacher salary = \$48K - \$49K based 190 day contracts includes PD days. |
| Classroom Teacher Subtotals | 10.00 | 475,000.00 | 12.00 | 570,000.00 | 16.00 | 768,000.00 | 18.00 | 882,000.00 | Average classroom size: K-6 = 26 students/class, 7-8 = 45 students/grade, 12= 30 students/grade |
| Special Education | FTE | Amount | FTE | Amount | FTE | Amount | FTE | Amount | |
| SPED Director | | | | | | | | | Included in Professional Contract with Gem Prep: Online |
| Special Education Teacher | 1.0 | 50,000.00 | 1.00 | 50,000.00 | 1.00 | 50,000.00 | 1.50 | 76,500.00 | Avg. teacher salary = \$50K - \$51K based 180 day contracts includes PD days. |
| Special Education Subtotals | 1.00 | 50,000.00 | 1.00 | 50,000.00 | 1.00 | 50,000.00 | 1.50 | 76,500.00 | Anticipated % Special Education Students: 4.4% |
| Other Certified Staff | FTE | Amount | FTE | Amount | FTE | Amount | FTE | Amount | |
| Lead Administrator | 1.0 | 90,000.00 | 1.00 | 90,000.00 | 1.00 | 90,000.00 | 1.00 | 90,000.00 | Principal 220 day contract @ \$90,000/yr |
| Assistant Administrator | | | | | 1.00 | 80,000.00 | 1.00 | 80,000.00 | Assistant Principal 220 day contract |
| Counselor | | | | | 1.00 | 50,000.00 | 1.00 | 51,000.00 | Avg. salary = \$50K - \$51K based 195 day contracts includes PD days. |
| Other Certified Staff Subtotals | 1.00 | 90,000.00 | 1.00 | 90,000.00 | 3.00 | 220,000.00 | 3.00 | 221,000.00 | |
| CERTIFIED STAFF TOTAL | 12.00 | 615,000.00 | 14.00 | \$710,000.00 | 20.00 | \$1,038,000.00 | 22.50 | \$1,179,500.00 | |

| 1b: CLASSIFIED STAFF | Break-Even Year 1 Budget | | Full Enrollment Year 1 Budget | | Year 2 Budget | | Year 3 Budget | | Assumptions / Details / Sources |
|-------------------------------|--------------------------|------------------|-------------------------------|-------------------|---------------|-------------------|---------------|-------------------|---|
| Position | FTE | Amount | FTE | Amount | FTE | Amount | FTE | Amount | |
| Paraprofessionals- General | 1.0 | 18,720.00 | 1.50 | 31,680.00 | 2.00 | 42,240.00 | 3.00 | 63,360.00 | 176 days @ \$15/hr |
| Paraprofessionals- SPED | 0.5 | 10,560.00 | 0.50 | 10,560.00 | 1.00 | 21,120.00 | 1.00 | 21,120.00 | 176 days @ \$15/hr |
| Admin / Front Office Staff | 1.0 | 35,000.00 | 2.00 | 57,960.00 | 2.00 | 57,960.00 | 2.00 | 57,960.00 | Receptionist 205 days @ \$14/hr, School Ops Manager \$35,000 salary |
| Other | 1.0 | 27,200.00 | 1.00 | 27,200.00 | 1.00 | 27,200.00 | 1.00 | 27,200.00 | Tech Support 200 days @ \$17/hr |
| CLASSIFIED STAFF TOTAL | 3.50 | 91,480.00 | 5.00 | 127,400.00 | 6.00 | 148,520.00 | 7.00 | 169,640.00 | |

| 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 | 13.10% | 92,548.88 | 13.10% | 109,699.40 | 13.10% | 155,434.12 | 13.10% | 176,737.34 | Benefits for qualifying employees. .5 FTE or greater |
| Workers comp/ FICA/ Medicare | 8.23% | 58,143.30 | 8.23% | 68,918.02 | 8.23% | 97,650.60 | 8.23% | 111,034.22 | |
| Group Insurance (Medical/Dental) | \$6,200/FTE | 96,100.00 | \$6,200/FTE | 117,800.00 | \$6,200/FTE | 161,200.00 | \$6,200/FTE | 182,900.00 | Benefits for qualifying employees. .5 FTE or greater |
| Paid time off (provide assumptions) | 11.00 | 990.00 | 13.00 | 1,170.00 | 17.00 | 1,530.00 | 19.50 | 1,755.00 | Assume each teacher takes 2 days/yr. off. GPA has paraprofessionals and the school operations manager available to substitute and their pay is already included above. Assume 1/2 the time GPA needs an additionally paid sub. |
| BENEFITS TOTAL | | 247,782.18 | | 297,587.42 | | 415,814.72 | | 472,426.56 | |
| CERTIFIED & CLASSIFIED STAFF TOTAL | | 706,480.00 | | 837,400.00 | | \$1,186,520.00 | | \$1,349,140.00 | |
| TOTAL STAFF & BENEFITS TOTAL | | 954,262.18 | | 1,134,987.42 | | \$1,602,334.72 | | \$1,821,566.56 | |

Section 2: Educational Program

| 2a: OVERALL EDUCATION PROGRAM COSTS | Break-Even Year 1 Budget | | Full Enrollment Year 1 Budget | | Year 2 Budget | | Year 3 Budget | | Assumptions / Details / Sources |
|-------------------------------------|--------------------------|----------|-------------------------------|-----------|---------------|-----------|---------------|-----------|--|
| Professional Development | | 5,000.00 | | 15,000.00 | | 21,000.00 | | 23,000.00 | PD each year, Gem Prep Model, and general PD |

| | | | | | |
|---|-------------------|-------------------|-------------------|-------------------|---|
| SPED Contract Services | 30,020.00 | 59,280.00 | 65,170.00 | 80,940.00 | Types of anticipated SPED Contractors: evaluations, speech therapy, behavioral intervention, physical therapy and occupational therapy. Special Ed services based on other Gem Prep Schools services. |
| Membership Dues | 1,000.00 | 1,000.00 | 1,000.00 | 1,000.00 | |
| Authorizer Fee | 12,500.00 | 12,500.00 | 12,500.00 | 12,500.00 | |
| Other Contract Services (i.e. accounting, HR, management) | 80,710.90 | 176,866.60 | 215,848.50 | 295,151.90 | Contract with Gem Prep. Online for service of positions such as a Executive Administrator, Academic Administrator Financial Administrator and Operations Administrator, curriculum development, instructional oversight, obtaining a facility and facility financing, fundraising, professional development, preparing budgets and financial reports, back office support, human resources, overseeing special education, and marketing. (see appendix F Professional Service Agreement) up to 10% of State M&O |
| Office Supplies | | | | | |
| OVERALL EDUCATION PROGRAM TOTAL | 129,230.90 | 264,646.60 | 315,518.50 | 412,591.90 | |

| 2b: ELEMENTARY PROGRAM | Break-Even Budget | Year 1 Full Enrollment Year 1 Budget | Year 2 Budget | Year 3 Budget | Assumptions / Details / Sources |
|---|-------------------|--------------------------------------|------------------|------------------|--|
| Elementary Curriculum | 23,700.00 | 68,640.00 | 75,460.00 | 76,120.00 | Assumption: \$220/ elementary student based on historical cost per student of other Gem Prep schools. Includes textbooks, workbooks, curricular software and content licenses, special education needs |
| Elementary Instructional Supplies & Consumables | 2,750.00 | 7,150.00 | 9,350.00 | 10,725.00 | Other classroom supplies \$550/teacher FTE. Based on current Gem Prep schools historical costs. |
| Elementary Other | 2,370.00 | 4,680.00 | 5,145.00 | 6,390.00 | teacher evaluation program, student security program, student assessment programs. Avg. \$15/student based on other GP schools |
| ELEMENTARY PROGRAM TOTAL | 28,820.00 | 80,470.00 | 89,955.00 | 93,235.00 | |

| 2c: SECONDARY PROGRAM | Break-Even Budget | Year 1 Full Enrollment Year 1 Budget | Year 2 Budget | Year 3 Budget | Assumptions / Details / Sources |
|--|-------------------|--------------------------------------|-------------------|-------------------|--|
| Secondary Curriculum | | | 14,000.00 | 32,000.00 | year. Includes, textbooks, online program licences, workbooks, assessments, online courses, teacher textbooks, teacher resources, manipulatives, social & emotional curriculum Based on GP's virtual school's historical secondary curriculum costs. |
| Secondary Instructional Supplies & Consumables | | | 1,100.00 | 3,300.00 | Other classroom supplies \$550/teacher FTE. Based on current Gem Prep schools historical costs. |
| Secondary Contract Services (provide assumption) | | | | | Types of anticipated Contractors: |
| SECONDARY PROGRAM TOTAL | - | - | 15,100.00 | 35,300.00 | |
| EDUCATIONAL PROGRAM TOTAL | 158,050.90 | 345,116.60 | 420,573.50 | 541,126.90 | |

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 | | | | | | included in Utilities |
| Computers for Staff Use | | 31,000.00 | 38,000.00 | 14,000.00 | 7,000.00 | \$2,000/new employee |
| Computers for Student Use | | 39,500.00 | 78,000.00 | 46,250.00 | 20,750.00 | \$250/new student each year |
| Technology Fees & Licenses | | 12,000.00 | 15,000.00 | 20,000.00 | 10,000.00 | PowerSchool, Canvas, Zoom, Illuminate, SchoolMint, Fresh Desk, MS licenses. Based on current contracts. |
| Other Technology Hardware (i.e. document cameras, projectors, etc.) | | 7,000.00 | 16,500.00 | 15,000.00 | 14,000.00 | Video Technology Conference Systems |
| TECHNOLOGY TOTAL | | 89,500.00 | 147,500.00 | 95,250.00 | 51,750.00 | |

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) | | 60,000.00 | 85,000.00 | 48,000.00 | 48,000.00 | |
| High School Commons Furniture | | | | 60,000.00 | 50,000.00 | |
| Cafeteria Tables | | 25,000.00 | 25,000.00 | 15,000.00 | | |
| Copier | | 5,000.00 | 5,000.00 | | | |
| Fab Lab | | - | 10,000.00 | 10,000.00 | | |
| CAPITAL OUTLAY TOTAL | | 90,000.00 | 125,000.00 | 133,000.00 | 98,000.00 | |

Additional Notes or Details Regarding Non-Facilities Capital Outlay Expenditures:

Section 5: Board of Directors

| Line Item / Account | Break-Even Budget | Year 1 | Full Enrollment Year 1 Budget | Year 2 Budget | Year 3 Budget | Assumptions / Details / Sources |
|--|-------------------|------------------|-------------------------------|------------------|------------------|---------------------------------|
| Board Training | | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | |
| Legal | | 5,000.00 | 10,000.00 | 8,000.00 | 6,000.00 | |
| Insurance (property, liability, E & O, etc.) | | 11,000.00 | 11,000.00 | 11,000.00 | 11,000.00 | |
| Audit | | 8,000.00 | 8,000.00 | 8,000.00 | 8,000.00 | |
| BOARD OF DIRECTORS TOTALS | | 29,000.00 | 34,000.00 | 32,000.00 | 30,000.00 | |

Additional Notes or Details Regarding Board of Directors Expenditures:

Section 6: Facilities Details (consistent with facilities template)

| 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 | | 257,400.00 | 257,400.00 | 645,000.00 | 645,000.00 | Debt structure assumes a bond issue with Year 1 being supported by capitalized |
| 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.) | | 108,000.00 | 108,000.00 | 114,000.00 | 120,000.00 | Facility Operating coast are based on \$3/sq.ft. Includes utilites, maintenance, janitorial, grounds, and assumes the building will be operating at less than full capacity in the first three years as the grade levels build |
| Copier | | 5,000.00 | 5,000.00 | 5,000.00 | 5,000.00 | |
| Other Facilities Related Costs (specify) | | | | | | |
| FACILITIES TOTAL | | 370,400.00 | 370,400.00 | 764,000.00 | 770,000.00 | |
| 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 | | \$140,000.00 | \$140,000.00 | \$140,000.00 | \$210,000.00 | Based on GPM transportation costs with Brown Bus as a guide: \$400/route/day. Yr. 1 and 2 - two routes, Yr 3 - three routes |
| Special Transportation (i.e. SPED, field trips, etc) | | | | | | |
| Other Transportation Costs (specify) | | | | | | |
| TRANSPORTATION TOTAL | | \$140,000.00 | \$140,000.00 | \$140,000.00 | \$210,000.00 | |
| 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 |
|---|----------------------|------------------|----------------------------------|------------------|------------------|---|
| Nutrition | | 34,042.68 | 67,223.52 | 73,902.78 | 91,785.96 | Based on GPM: Cost to school is \$5.25/lunch. 24% of students participate in school provided lunch. |
| NUTRITION TOTAL | | 34,042.68 | 67,223.52 | 73,902.78 | 91,785.96 | |
| 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 |
|---------------------|----------------------|------------------|----------------------------------|---------------|---------------|---------------------------------|
| | | | | | | |
| | | | | | | |

| | | | | | |
|---|---|---|---|---|--|
| OTHER TOTAL | - | - | - | - | |
| Additional Notes or Details Regarding Other Expenditures: | | | | | |

| Cash Flow Operational Year 1 | | | | | | | | | | | | | | |
|----------------------------------|-----------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|---------------------|-----------------------|
| Year 1 | | JUL | AUG | SEPT | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUNE | Total |
| Student Enrollment Capacity | Budgeted 312 | | | | | | | | | | | | | |
| Revenue | | | | | | | | | | | | | | |
| Donations and Contributions | 400,000 | \$400,000.00 | | | | | | | | | | | | \$400,000.00 |
| Loans | 0 | | | | | | | | | | | | | \$0.00 |
| Grants | 0 | | | | | | | | | | | | | \$0.00 |
| Entitlement | 558,719 | | \$279,359.50 | | | \$111,743.80 | | | \$111,743.80 | | | \$55,871.90 | | \$558,719.00 |
| Salary and Benefit Apportionment | 1,209,947 | | \$604,973.50 | | | \$241,989.40 | | | \$241,989.40 | | | \$120,994.70 | | \$1,209,947.00 |
| Transportation Allowance | 84,000 | | | | | | | | \$84,000.00 | | | | | \$84,000.00 |
| Broadband e-rate Reimbursement | 10,000 | | | | | | \$2,500.00 | | | \$2,500.00 | | | \$5,000.00 | \$10,000.00 |
| Local Meal Sales | 24,216 | | | \$2,690.69 | \$2,690.69 | \$2,690.69 | \$2,690.69 | \$2,690.69 | \$2,690.69 | \$2,690.69 | \$2,690.69 | \$2,690.69 | \$2,690.69 | \$24,216.19 |
| Nutrition Reimbursement | 23,980 | | | \$2,398.03 | \$2,398.03 | \$2,398.03 | \$2,398.03 | \$2,398.03 | \$2,398.03 | \$2,398.03 | \$2,398.03 | \$2,398.03 | \$2,398.03 | \$23,980.32 |
| Title I | 59,280 | | | | | \$7,410.00 | \$7,410.00 | \$7,410.00 | \$7,410.00 | \$7,410.00 | \$7,410.00 | \$7,410.00 | \$7,410.00 | \$59,280.00 |
| Title IV | 0 | | | \$5,000.00 | \$5,000.00 | | | | | | | | | \$10,000.00 |
| IDEA | 39,000 | | | \$3,900.00 | \$3,900.00 | \$3,900.00 | \$3,900.00 | \$3,900.00 | \$3,900.00 | \$3,900.00 | \$3,900.00 | \$3,900.00 | \$3,900.00 | \$39,000.00 |
| Special Distributions | 356,698 | | | | | | | | \$89,174.50 | \$35,669.80 | \$32,102.82 | \$199,750.88 | | \$356,698.00 |
| Total Revenue | \$2,765,840.51 | \$400,000.00 | \$884,333.00 | \$13,988.72 | \$13,988.72 | \$370,131.92 | \$18,898.72 | \$16,398.72 | \$543,306.42 | \$54,568.52 | \$48,501.54 | \$393,016.20 | \$18,708.03 | \$2,775,840.51 |
| Expenditures | | | | | | | | | | | | | | |
| Salaries and Benefits | 1,134,987.42 | \$16,550.00 | \$93,203.12 | \$93,203.12 | \$93,203.12 | \$93,203.12 | \$93,203.12 | \$93,203.12 | \$93,203.12 | \$93,203.12 | \$93,203.12 | \$93,203.12 | \$186,406.24 | \$1,134,987.42 |
| Education Program | 345,116.60 | \$101,809.40 | \$14,840.01 | \$22,087.46 | \$22,087.46 | \$22,087.46 | \$22,087.46 | \$22,087.46 | \$36,927.48 | \$22,087.46 | \$22,087.46 | \$22,087.46 | 14,840.01 | \$345,116.60 |
| Technology Totals | 147,500.00 | \$105,600.00 | 41,900.00 | | | | | | | | | | | \$147,500.00 |
| Capital Outlay Totals | 125,000.00 | \$98,000.00 | 27,000.00 | | | | | | | | | | | \$125,000.00 |
| Board of Directors | 34,000.00 | \$12,500.00 | \$1,350.00 | \$1,350.00 | \$1,350.00 | \$1,350.00 | \$1,350.00 | \$1,350.00 | \$1,350.00 | \$1,350.00 | \$1,350.00 | \$1,350.00 | \$8,000.00 | \$34,000.00 |
| Facilities | 370,400.00 | \$17,779.20 | \$155,568.00 | \$17,779.20 | \$17,779.20 | \$17,779.20 | \$17,779.20 | \$17,779.20 | \$17,779.20 | \$17,779.20 | \$17,779.20 | \$37,040.00 | \$17,779.20 | \$370,400.00 |
| Transportation | \$140,000.00 | | | \$8,000.02 | \$16,000.04 | \$16,800.00 | \$12,800.06 | \$10,400.04 | \$15,199.80 | \$14,399.98 | \$13,600.02 | \$16,800.00 | \$16,000.04 | \$140,000.00 |
| Nutrition | 67,223.52 | | | \$6,722.35 | \$6,722.35 | \$6,722.35 | \$6,722.35 | \$6,722.35 | \$6,722.35 | \$6,722.35 | \$6,722.35 | \$6,722.35 | \$6,722.35 | \$67,223.52 |
| Other | - | | | | | | | | | | | | | \$0.00 |
| Total Expenditures | \$2,364,227.54 | \$352,238.60 | \$333,861.13 | \$149,142.15 | \$157,142.17 | \$157,942.13 | \$153,942.19 | \$151,542.17 | \$171,181.95 | \$155,542.11 | \$154,742.15 | \$177,202.93 | \$249,747.84 | \$2,364,227.54 |
| Cash Flow | | | | | | | | | | | | | | |
| Operational Cash Flow | | \$47,761.40 | \$550,471.87 | (\$135,153.43) | (\$143,153.45) | \$212,189.79 | (\$135,043.47) | (\$135,143.45) | \$372,124.47 | (\$100,973.59) | (\$106,240.61) | \$215,813.27 | (\$231,039.81) | \$411,612.97 |
| Cash on Hand | \$0.00 | - | \$47,761.40 | \$598,233.27 | \$463,079.84 | \$319,926.39 | \$532,116.17 | \$397,072.70 | \$261,929.25 | \$634,053.72 | \$533,080.13 | \$426,839.52 | \$642,652.78 | |
| Cash End of Period | \$401,612.97 | \$47,761.40 | \$598,233.27 | \$463,079.84 | \$319,926.39 | \$532,116.17 | \$397,072.70 | \$261,929.25 | \$634,053.72 | \$533,080.13 | \$426,839.52 | \$642,652.78 | \$411,612.97 | \$411,612.97 |

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

New Charter Petition Facility Option 1

| | | | | | | |
|---|---|-----------|---|------------------|-----------------|--|
| Location Address | 3345 E Greenwillow Ln, Ammon, ID | | | | | |
| Facility Information | Anticipate Move-In Date | 7/15/2025 | Facility Type | New Construction | 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: | | Bouma USA | | | |
| | Physical Address of Home Office: | | Bouma USA Management LLC 3033 Orchard Vista Dr., Suite 309 Grand Rapids, MI 49546 | | | |
| | Website Address: | | http://boumausa.com | | | |
| | Company Contact: | | Paul Bierlein | | | |
| | Company Contact Phone Number: | | 616-481-3307 | | | |

Additional Information - Facility Option 1

Through support from the Gem Innovation Schools foundation GPA has under contract to purchase approximately 4.47 acres on Greenwillow Ln in Ammon, ID. The site is located in a dense residential area and is part of the Bridgewater Subdivision. Current zoning for the site allows for school use. GPA has contracted with Bouma USA as the design build team to develop the property similar to the previous 3 Gem Prep schools.

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) |
|--|--|--|
| Pre-Development Costs | \$650,000 | Gem Prep: Ammon |
| Bouma USA 38,000 SF Construction (less predevelopment) | \$9,312,680 | Gem Prep: Ammon |
| Land Purchase | \$500,000 | Gem Prep: Ammon |
| Capitalized Interest, Closing Costs, debt service reserve fund | \$1,537,320 | Gem Prep: Ammon |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total One-Time Costs | \$12,000,000 | |
| Description of Lease/Rent/Purchase Plan | Details (Refer to appropriate documentation in Attachments) | |
| Annual Lease / Rent / Mortgage Payment | \$370,400 year 1, \$764,000 year 2, \$770,000 Year 3 and beyond. | |
| Term | 35 | |
| Interest rate | 5.25% | |
| Rate escalator (if applicable, please describe) | | |
| In which operating year does the school intend to purchase (if option to purchase is applicable) | Operating Year 1 | |
| Capitalization rate at purchase (if applicable) | TBD | |
| Other | | |
| Initial construction consists of approximately 38,000 sq. ft. with construction starting in September 2024 and completing in July of 2025. Based on other recent school construction projects GPA estimates a cost of \$260/sq ft, with a total project cost of \$10,462,680. GPA estimates it will cost an additional \$1,740,000 to construct an approximately 6,700 sq. ft. gym | | |

GPA plans to work with Piper Sandler (who has helped secure financing for 5 other Gem Prep schools) to secure IHFA Bonds or Bank financing similar to other GP schools. GPA used GPTF annual debt service in the budget. GPA will own the facility.

New Charter Petition Facility Option 2

| | | | | | | |
|---|---|---|---------------|-------------------------|-----------------|---------------------------------|
| Location Address | 3345 E Greenwillow Ln, Ammon, ID | | | | | |
| Facility Information | Anticipate Move-In Date | 7/15/2025 | Facility Type | New Construction | 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: | Bouma USA | | | | |
| | Physical Address of Home Office: | Bouma USA Management LLC 445 Pettis Suite 201 Ada, MI 49301 | | | | |
| | Website Address: | http://boumausa.com | | | | |
| | Company Contact: | Paul Bierlein | | | | |
| | Company Contact Phone Number: | 616-481-3307 | | | | |

Additional Information - Facility Option 2

Option 2 mimics Option 1 but is intended as an alternative if GPA can secure a CSP grant or other philanthropic support.

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) |
|--|--|--|
| Pre-Development Costs | \$650,000 | Gem Prep: Ammon |
| Bouma USA 45,018 SF Construction (less predevelopment) | \$11,054,680 | Gem Prep: Ammon |
| Land Purchase | \$500,000 | Gem Prep: Ammon |
| Capitalized Interest, Closing Costs, debt service reserve fund | \$1,537,320 | Gem Prep: Ammon |
| | | |
| | | |
| | | |
| | | |
| | | |
| Total One-Time Costs | \$13,742,000 | |
| Description of Lease/Rent/Purchase Plan | Details (Refer to appropriate documentation in Attachments) | |
| Annual Lease / Rent / Mortgage Payment | \$850,000 | |
| Lease term | 35 | |
| Interest rate | 5.25% | |
| Rate escalator (if applicable, please describe) | | |
| In which operating year does the school intend to purchase (if option to purchase is applicable) | Operating Year 1 | |
| Capitalization rate at purchase (if applicable) | TBD | |
| Other | | |
| This option mirrors that of option one, however, this option assumes GPA receives additional philanthropy and facility support to construction the gymnasium along with the facility outlined in option 1. | | |

2004 MAY 25 AM 8:55

SECRETARY OF STATE
STATE OF IDAHOARTICLES OF INCORPORATION
Of
IDAHO DISTANCE EDUCATION ACADEMY, Inc.

The articles of Incorporation of IDAHO DISTANCE EDUCATION ACADEMY, Inc. a nonprofit corporation are hereby stated:

ARTICLE I
NAME

The name of the corporation (hereinafter called the Corporation) is IDAHO DISTANCE EDUCATION ACADEMY, Inc.

ARTICLE II
DURATION

The Corporation shall exist perpetually.

ARTICLE II
PURPOSE AND POWERS OF THE CORPORATION

The Corporation is a nonprofit benefit corporation and is not organized for the private gain of any person.

It is organized under the Idaho Charter School Act for public purposes. The specific purpose of the corporation is to manage, operate, guide, direct and promote Idaho Distance Education Academy, and such other educational activities as the Board of Directors may define from time to time.

The internal affairs of the Corporation shall be governed by the duly adopted code of By-laws which shall be consistent with these articles of incorporation and the laws of the state of Idaho.

No part of the net earnings of the corporation shall be distributed to its Directors. The specific primary purposes for which it is formed are as follows:

To operate a charter school in accordance with the charter school laws of the state of Idaho.

To do and engage in any and all lawful activities that may be incidental or reasonably necessary to any of the forgoing purposes, and to have and exercise all other powers and authority now or hereafter conferred upon a non-for-profit organization.

PROVIDED: that in all events and under all circumstances, and notwithstanding merger, consolidation, reorganization, termination, dissolution or winding up of this corporation, voluntary or by operation of the law, the following provisions apply:

1. This corporation shall never be operated for the primary purpose of carry on a trade or business for profit.

IDAHO SECRETARY OF STATE
05/25/2004 05:00
CK: 8812 CT: 66931 BH: 746985
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C154833

2. No part of the net earnings shall inure to the benefit of or be distributed to it's directors, trustees, officers, members, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article III.
3. The powers and purposes of this Corporation shall, at all times, be so construed and limited as to enable this corporation to qualify as a not for profit organization, and existing under Chapter 3, Title 30 of the Idaho Code, and it shall have all power and authority as set forth in Section 30-3-24 of Idaho Code, and all other applicable sections of the Idaho Code.
4. Upon dissolution of the Corporation, all assets shall be distributed solely to the Whitepine Joint School District No. 288.

ARTICLE IV

The location and street address of the first registered office is 502 1st Avenue, Deary, Idaho 83823.

ARTICLE V

The name of the first registered agent is Daryl Bertelsen

ARTICLE VI

The corporation is organized upon a non-stock and non-profit basis. The amount of assets of the Corporation is:

Real Property \$0.00

Personal Property \$0.00

This corporation is to be financed and operated under the following general plan: by the receipt of tax money and private donations in accordance with the Charter School laws of the State of Idaho.

ARTICLE VII

The name and address of the incorporator is as follow:

Daryl Bertelsen
502 1st Avenue
Deary, Idaho 83823

ARTICLE VIII

The names and addresses of the initial Board of Directors are as follows:

| | |
|-----------------|--|
| Byron Cannon | 1242 State Highway 9 Deary, Idaho 83823 |
| Barb Femreite | 107 1 st Avenue Deary, Idaho 83823 |
| Steve Henderson | 809 Park Street Deary, Idaho 83823 |
| Craig Dalton | 1311 Brush Creek Deary, Idaho 83823 |
| Kim Workman | PO Box 545 Bovill, Idaho 83806 |

ARTICLE IX

This is not a membership corporation. The manner of selecting directors and conducting business and internal affairs of the corporation shall be established by the By-laws. The By-laws may be amended from time to time as may be required or desired at a properly noticed special or regular meeting of the board of directors.

The Directors of this Corporation shall consist of not less than five (5), nor more than nine (9) persons, whose terms may, but need not be, concurrent.

The number of directors constituting the initial Board of Directors is five (5), and shall hold office for an initial period of one year. The directors, after the initial Board of Directors, shall be elected in the manner and the terms provided in the By-laws of the Corporation.

The undersigned incorporator signs his name this 20 day of May 2004


Daryl Bertelsen
Initial Incorporator

Regular Business Page 168

ARTICLES OF AMENDMENT
(Non-profit)

FILED EFFECTIVE

To the Secretary of State of the State of Idaho
Pursuant to Title 30, Chapter 3, Idaho Code, the undersigned
Non-profit corporation amends its articles of incorporation as
follows:

2006 AUG 23 PM 3:18
SECRETARY OF STATE
STATE OF IDAHO

1. The name of the corporation is:
Idaho Distance Education Academy, Inc.

2. The text of each amendment is as follows:

ARTICLE III
PURPOSE AND POWERS OF THE CORPORATION

This organization is organized exclusively for educational and charitable purposes within the meaning of section 501(c)(3). It is organized under the Idaho Charter School Act for public purposes. The specific purpose of the corporation is to manage, operate, guide, direct and promote Idaho Distance Education Academy, and such other educational activities as the Board of Directors may define from time to time.

The internal affairs of the Corporation shall be governed by the duly adopted code of By-laws which shall be consistent with these articles of incorporation and the laws of the state of Idaho.

No part of the net earnings of the corporation shall be distributed to its Directors. The specific primary purposes for which it is formed are as follows:

To operate a charter school in accordance with the charter school laws of the state of Idaho.
To do and engage in any and all lawful activities that may be incidental or reasonably necessary to any of the foregoing purposes, and to have and exercise all other powers and authority now or hereafter conferred upon a non-for-profit organization.

PROVIDED: that in all events and under all circumstances, and notwithstanding merger, consolidation, reorganization, termination, dissolution or winding up of this corporation, voluntary or by operation of the law, the following provisions apply:

1. This corporation shall never be operated for the primary purpose of carry on a trade or business for profit.
2. No part of the net earnings shall inure to the benefit of or be distributed to its directors, trustees, officers, members, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article III.
3. The powers and purposes of this Corporation shall, at all times, be so construed and limited as to enable this corporation to qualify as a not for profit organization, and existing under Chapter 3, Title 30 of the Idaho Code, and it shall have all power and authority as set forth in Section 30-3-24 of Idaho Code, and all other applicable sections of the Idaho Code.
4. Upon dissolution of the Corporation, all assets shall be distributed solely to the Whitepine Joint School District No. 288.

Notwithstanding any other provisions of these articles, this organization shall not carry on any activities not permitted to be carried on (a) by an organization exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1954 (or the corresponding section of any future United States Internal Revenue Law) or (b) by an organization, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law)

3. The date of adoption of the amendment was: August 21, 2006

4. Manner of adoption:

The amendment consists of matters other than those described in section 30-3-90, Idaho Code, and was, therefore adopted by the members.

- a. The number of members entitled to vote was: Five
- b. The number of members that voted for each amendment was: Four
- c. The number of members that voted against each amendment was: Zero

Dated: August 22, 2006

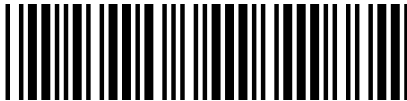
Signature: [Signature]

Typed Name: Aaron Proctor

Capacity: Board member - Chairman

IDAHO SECRETARY OF STATE
08/23/2006 05:00
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0003506583

**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 - Make Checks Payable to Secretary of State

For Office Use Only

-FILED-

File #: 0003506583

Date Filed: 5/8/2019 8:31:26 PM

Articles of Amendment (Nonprofit Corporation)

Standard or Expedited Service (select one)

Standard (filing fee \$30)

The current name of the nonprofit corporation is:

IDAHO DISTANCE EDUCATION ACADEMY, INC.

The file number of this entity on the records of the Idaho Secretary of State is: 0000470583

Article 1: The name of the corporation shall be:

Change Corporation Name?

I want to change the name of the corporation

Entity name

GEM INNOVATION SCHOOLS OF IDAHO, INC.

Article 2: The purpose for which the corporation is organized is:

Select the purpose of this non-profit

General Nonprofit

Article 3: Voting Members:

The corporation does have voting members.

Article 4: Upon dissolution the assets shall be distributed:

all assets will be distributed to another nonprofit organization with a similar purpose.

Article 5: The mailing address of the corporation shall be:

PO BOX 86
DEARY, ID 83823-0086

Article 6: Director Name(s) and Address(es)

| Name | Title | Director Address |
|-----------------|----------|--|
| MURRAY STANTON | Director | PO BOX 338 DEARY, ID 83823 |
| BRIAN TRAMMEL | Director | PO BOX 338 DEARY, ID 83823 |
| JILL CALL | Director | PO BOX 338 DEARY, ID 83823 |
| DENNIS TURNER | Director | PO BOX 338 DEARY, ID 83823 |
| ROGER STEWART | Director | PO BOX 338 DEARY, ID 83823 |
| Renee Ellsworth | Director | 600 SOUTH AVE DEARY, ID 83823 |
| Duncan Robb | Director | 2950 W.BELLOMY LANE BOISE, ID 83703 |

Article 7: The date of adoption of the amendment(s) was:

Date of Adoption:

04/17/2019

Article 8: Manner of Adoption:

Select one:

Each amendment consists exclusively of matters which do not require member approval pursuant to section 30-30-705, Idaho Code, and was, therefore, adopted by the incorporators, or by the board of directors.

The number of directors entitled to vote was:

7

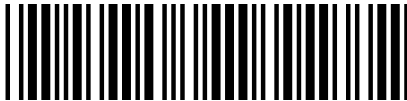
The number of directors that voted for each amendment was:

6

The number of directors that voted against each amendment was:

0

B0247-9194 05/08/2019 8:31 PM Received by ID Secretary of State Lawrence Denney



The articles of amendment must be signed by the presiding officer of the board of directors or by an officer of the corporation.

Barbara Femreite

Sign Here

05/08/2019

Date

Signer's Title Treasurer

**BYLAWS
OF
IDAHO DISTANCE EDUCATION ACADEMY**

The following **BYLAWS** are for the regulation and internal operations, except as otherwise provided by the statute and by its Articles of Incorporation, of **IDAHO DISTANCE EDUCATION ACADEMY** 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 IDAHO DISTANCE EDUCATION ACADEMY (hereinafter I-DEA). 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 the Nonprofit Corporation shall serve and be known as the Board of Directors of the Nonprofit Corporation. The Board shall conduct or direct the affairs of the corporation and exercise its powers, in accordance with and subject to the limitations of the Chapter 52, Title 33, Idaho Code, and Idaho Nonprofit Corporation Act, 30-3-1. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board’s ultimate jurisdiction. Without limiting the generality of the powers here granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

to elect and remove Directors

to select and remove officers, agents and employees of the corporation; to prescribe powers and duties for them; and to fix their compensation.

to conduct, manage and control the affairs and activities of the corporation, and to make rules, regulations and policies.

to enter into contracts, leases and other agreements which are, in the Board’s judgment, necessary or desirable in obtaining the purposes of promoting the interests of the corporation.

to act as trustee under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust.

to acquire real or personal property, in the name of the corporation, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property.

to borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.

to indemnify and maintain insurance on behalf of any of its 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 of the Corporation 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 the corporation shall be not less than five (5) nor more than nine (9). 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. As of the date on which these Bylaws are adopted, the exact number of Directors is fixed at seven (7) and the exact number of non-voting Directors is fixed at one (1). The names of the five initial Directors are noted in the Articles of Incorporation.

C. Election of DIRECTORS

1. Election. The Board shall elect 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 the following:
 - a. Individuals who will serve the interests of the corporation faithfully and effectively
 - b. One (1) voting Director must be a school district elector of Whitepine Joint School District No. 288.
 - c. The board may appoint non-voting members as deemed appropriate.

2. Terms of Office

- a. The term of office of all members of the initial Board of Directors shall be one year.
- b. At the end of the first year, the Board shall provide for staggered terms of its Directors, 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.
- c. The term of office of a Director elected to fill a vacancy in these Bylaws begins on the date of the Director's election, and continues:
 - (1) for the balance of the un-expired term in the case of a vacancy created because of the resignation, removal, or death of a Director, or
 - (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Directors authorized.
 - (3) a Director's term of office shall not be shortened by any reduction in the number of Directors resulting from amendment of the Articles of Incorporation or the Bylaws or other Board action.
 - (4) a Director's term of office shall not be extended beyond that for which the Director was elected by amendment of the Articles of Incorporation or the Bylaws or other Board action.

D Removal of DIRECTORS

The Board may remove a Director without cause as provided by the Idaho Nonprofit Corporation Act. The board may also remove any Directors without cause who:

- has failed to attend four or more of the Board's Regular Meetings in any calendar year;
- has been declared of unsound mind by a final order of court;
- has been convicted of any felony;
- has been found by a final order or judgment of any court to have breached any duty imposed by the Idaho Nonprofit Corporation Law;
- or
- for such other good causes as the Board may determine.

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 elected to fill a vacancy shall serve the remaining term of his or her predecessor, or until a successor has been elected 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 corporation business.

III. PRINCIPAL OFFICE

The corporation's principal office shall be at the Idaho Distance Education Academy registered office as noted in the Articles of Incorporation, or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in principle office on the copy of the Bylaws maintained by the secretary.

IV. MEETINGS OF THE BOARD**A. Place of Meetings**

Board Meetings shall be held at the corporation's principal office or at any other reasonably convenient place as the Board may designate and in compliance with the Idaho Open Meetings Act, Idaho Code §§ 67-2340 through 67-2347.

B. Annual Meetings

An Annual Meeting shall be held the third Monday in July of each year for the purpose of installing Directors, making and receiving reports on corporate affairs, and transacting other business as comes before the meeting.

C. Regular Meetings

Regular Meetings shall be held the third Monday of each month at the principle 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 be open to the public.

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 follows:

Annual Meetings and Regular Meetings may be held without notice as noted in the Bylaws when the Board fixed the time and place of such meetings. Special Meetings may be held with at least a twenty-four (24) hour meeting and agenda notice, unless an emergency exists. Board members will be notified by first-class mail, personally or by telephone, facsimile or e-mail.

Notices will be deemed given when deposited in the United States mail, addressed to the recipient at the address shown for the recipient in the corporation's records, first-class postage prepaid; when personally delivered in writing to the recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Director or to a person whom it is reasonably believed will communicate it promptly to the Director.

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.

Regular Meetings. A forty-eight (48) hour agenda notice shall be required in advance of each regular meeting. However, additional agenda items may be added up to and including the hour of the meeting by vote of the Board, provided that a good faith effort was made to include in the notice all agenda items known at the time to be discussed.

Special Meetings. A twenty-four (24) hour agenda notice shall be required in advance of a special meeting unless an emergency exists. An emergency is defined as any situation involving injury or damage to persons or property, or immediate financial loss, or the likelihood of such injury, damage or loss. The notice requirements for a special meeting shall be suspended if such notice is

impracticable, or would increase the likelihood or severity of such injury, damage, or loss. In the event that a special meeting is held based upon emergency, the reason for the emergency must be stated at the outset of the meeting.

V. ACTIONS BY THE BOARD

A. Quorum

A quorum consist 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 the corporation's Bylaws, where the action of a majority of voting Directors then in office is required by the Chapter 52, Title 33, Idaho Code or as set out in these Bylaws. The Board may continue to transact business at a meeting at which a quorum was originally present, even though Directors withdraw, provided that any action taken is approved by at least a majority of the quorum required.
2. Board Meeting by Conference Telephone. Directors may participate in a Board meeting through use of conference telephone or similar communication equipment, 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 Act, Idaho Sections 74-201 through 74-208.

C. Committees

1. Appointment of Committees. The Board may appoint one or more Board Committees by vote of the majority of Directors. A Board Standing Committee will consist of at least two Directors, 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 the corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.
2. Reliance on Others. In performing the duties of a 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 Director 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 the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

E. Rights of Inspection

Every Director has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law pursuant Chapter 3, title 9 Idaho Code, on disclosure of public records.

F. Participation in Voting

A quorum of the board consists of a majority of the 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.

G. Executive Sessions

Executive sessions may be held during any meeting after the presiding officer has identified the authorization under this act for the holding of such executive session pursuant 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 the corporation consist of a President (hereinafter “Chair”), Vice President (hereinafter “Vice Chair”), a Secretary and a Chief Financial Officer (hereinafter “Treasurer”). The corporation also may have such other officers as the Board deems advisable.

1. Chair. Subject to Board control, the Chair has general supervision, direction and control of the affairs of the corporation, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings. The 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 the corporation’s principle office, or such other place as the Board may direct a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings;
- b. keep or cause to be kept a copy of the corporation’s Articles of Incorporation and Bylaws, with amendments;
- c. give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and

- d. have such other powers and perform such other duties as the Board may prescribe.
- 4. Treasurer. The Treasurer shall:
 - e. keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts and disbursements;
 - f. make the books of account available at all times for inspection by any Director;
 - g. deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board designates;
 - h. disburse or cause to be disbursed the corporation's funds as the Board directs;
 - i. render to the Chair and the Board, as requested but no less frequently than at the beginning of each quarter, an account of the corporation's financial transactions and financial condition;
 - j. prepare annual financial report and budget;
 - k. to cause to be made a full and complete audit of the financial statements of the school as required in section 67-450B, Idaho Code. The auditor shall be employed on a written contract. One (1) copy of the audit report shall be filed with the state department of education, after its acceptance by the board of Directors, but not later than November 10.
 - l. prepare any reports on financial issues required by an agreement on loans; and
 - m. have such other powers and perform such other duties as the Board may prescribe.

B. Election, Eligibility and Term of Office

1. Election. The Board shall elect the officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that 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 the corporation, the resignation taking effect on receipt of the notice or at a later date specified in the notice.

VII. NON-LIABILITY OF DIRECTORS

The Directors shall not be personally liable for the corporation's debts, liabilities, or other obligations.

VIII. INDEMNIFICATION OF CORPORATE AGENTS

The corporation may, in accordance with Idaho Code §30-30-623t, indemnify any Director, officer, or employee of the Corporation against expenses actually and reasonably incurred in connection with the defense of any action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person is made a party, or is threatened to be made a party, by reason of being or having been an officer, except in relation to matters as to which such person is judged to be liable for willful misconduct in the performance of such person's duties to the Corporation.

All officers and directors of the corporation shall comply with the general standards of conduct contained in Idaho Code § 30-30-623.

IX. INSURANCE FOR CORPORATE AGENTS

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Director, officer, employee or other agent of the corporation, against any liability other than for violating provisions of laws relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of the Idaho Charter Schools Act.

X. SELF-DEALING TRANSACTIONS

Except as may otherwise be provided by the Act or the Articles, no contract or other transaction between the Corporation and one or more of the Directors or any other corporation, firm, association or entity in which a Director of the Corporation has an interest shall be voided of doing business with the corporation subject to the provisions section 33-5204 and 33-507 or other relevant sections of Idaho Code.

XI. OTHER PROVISIONS

A. Fiscal Year

The fiscal year of the corporation begins on July 1st of each year and ends on June 30th of the following year.

B. Execution of Instruments

Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of, or on behalf of the corporation. Such authority may be general or confined to specific instances.

Unless so authorized, no officer, agent, or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

C. Checks and Notes

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of

indebtedness of the corporation may be signed by the Chair, Treasurer or I-DEA 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 the corporation’s interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist or can be reasonably construed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). Each of the 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 the corporation, or is a director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the corporation.

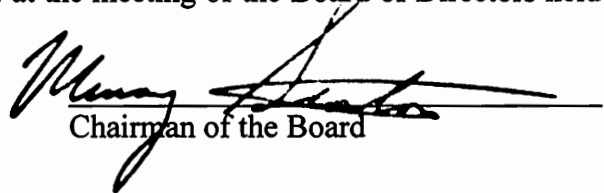
F. Interpretation of Charter

Whenever any provisions of these Bylaws are in conflict with the provisions of the Charter, the provisions of these Bylaws control.

XII. AMENDMENT

A majority of 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 the IDAHO DISTANCE EDUCATION ACADEMY, INC. at the meeting of the Board of Directors held on the 16 day of November, 2015.


Chairman of the Board

CERTIFICATE OF SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of the Idaho Distance Education Academy, a nonprofit public benefit corporation duly organized and existing under the laws of the State of Idaho, that the foregoing Bylaws of said corporation were duly and regularly adopted as such by the Board of 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



**STATE OF IDAHO**

Office of the secretary of state, Lawrence Denney

**CERTIFICATE OF ORGANIZATION LIMITED
LIABILITY COMPANY**

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$100.00

For Office Use Only

-FILED-

File #: 0004926731

Date Filed: 9/28/2022 11:35:08 AM

| Certificate of Organization Limited Liability Company | | | | | |
|---|--|------|---------|---------------------------------|------------------------------|
| Select one: Standard, Expedited or Same Day Service (see descriptions below) Standard (filing fee \$100) | | | | | |
| 1. Limited Liability Company Name | | | | | |
| Type of Limited Liability Company | Limited Liability Company | | | | |
| Entity name | Gem Prep: Ammon LLC | | | | |
| 2. The complete street address of the principal office is: | | | | | |
| Principal Office Address | LORI BOGAR 600 SOUTH AVE. DEARY, ID 83823 | | | | |
| 3. The mailing address of the principal office is: | | | | | |
| Mailing Address | PO BOX 86 DEARY, ID 83823-0086 | | | | |
| 4. Registered Agent Name and Address | | | | | |
| Registered Agent | Registered Agent Bryan Fletcher Physical Address: 12547 W. DELMAR ST. BOISE, ID 83713 Mailing Address: PO BOX 86 DEARY, ID 83823-0086 | | | | |
| <input checked="" type="checkbox"/> I affirm that the registered agent appointed has consented to serve as registered agent for this entity. | | | | | |
| 5. Governors | | | | | |
| <table border="1"><thead><tr><th>Name</th><th>Address</th></tr></thead><tbody><tr><td>Gem Innovation Schools of Idaho</td><td>PO BOX 86 DEARY, ID 83823</td></tr></tbody></table> | | Name | Address | Gem Innovation Schools of Idaho | PO BOX 86 DEARY, ID 83823 |
| Name | Address | | | | |
| Gem Innovation Schools of Idaho | PO BOX 86 DEARY, ID 83823 | | | | |
| Signature of Organizer: | | | | | |
| <i>Lori Bogar</i> | <i>09/28/2022</i> | | | | |
| Sign Here | Date | | | | |

**OPERATING AGREEMENT
OF
GEM PREP: AMMON, LLC**

**Effective as of September 16, 2022
Amended October 20th, 2022**

**OPERATING AGREEMENT
OF
GEM PREP: AMMON LLC**
A Sole Member Limited Liability Company

**ARTICLE I
FORMATION OF THE COMPANY**

Section 1.1 Organization. The Company was formed upon the filing of the Certificate with the Idaho Secretary of State on **September 28, 2022**. All actions taken by the Person who executed and filed the Certificate are hereby adopted and ratified, such Person being an “authorized person” under the Act.

Section 1.2 Company Name. The business of the Company shall be conducted under the name “Gem Prep: Ammon, LLC” or such other name as the Sole Member shall hereafter designate.

Section 1.3 Sole Member. The Sole Member of the Company shall be Gem Innovation Schools of Idaho, Inc., located at 600 South Avenue, P.O. Box 86, Deary, Idaho 83823.

Section 1.3 Filing of Certificate and Amendments. The Sole Member is hereby authorized to appoint an officer or other representative of the Company to execute, deliver, file and record all such certificates and documents, including amendments to, or restatements of, the Certificate, and to do such other acts as may be appropriate to comply with all requirements for the formation, continuation and operation of a limited liability company, the ownership of property, and the conduct of business under the laws of the State of Idaho and any other jurisdiction in which the Company may own property or conduct business.

Section 1.4 Term of Company. The Company’s term commences on the date the Certificate was filed with the Idaho Secretary of State and is perpetual. The Company may be terminated in accordance with the terms and provisions hereof, and will continue unless and until dissolved as provided in Article VIII. The existence of the Company as a separate legal entity will continue until the cancellation of the Certificate as provided in the Act.

Section 1.5 Registered Agent and Office. The Company’s initial registered agent and office in the State of Idaho is Bryan Fletcher, 600 South Avenue, P.O. Box 86, Deary, Idaho 83823. The Sole Member may designate another registered agent and/or registered office from time to time in accordance with the then-applicable provisions of the Act and any other applicable laws.

Section 1.6 Principal Place of Business. The Company’s initial principal place of business shall be at 600 South Avenue, P.O. Box 86, Deary, Idaho 83823, or such other place within or outside of the State of Idaho as determined by the Sole Member. The location of the Company’s principal place of business may be changed by the Sole Member from time to time in accordance with the then- applicable provisions of the Act and any other applicable laws. The Company may have other offices as the Sole Member may from time to time deem necessary or advisable.

Section 1.7 Qualification in Other Jurisdictions. Any authorized person of the Company may execute, deliver and file any certificates (and any amendments and/or restatements thereof) necessary for the Company to qualify to do business in any jurisdiction in which the Company may wish to conduct business.

Section 1.8 Fiscal Year; Taxable Year. The fiscal year of the Company for financial accounting and income tax purposes will end June 30 unless otherwise required by law.

Section 1.9 Covenants Regarding Organization. The Sole Member shall take such steps as are necessary to (a) maintain the Company's status as a limited liability company formed under the laws of the State of Idaho and its qualification to conduct business in any jurisdiction where the Company does business and is required to be qualified, and (b) ensure that the Company shall continue to be treated as a disregarded entity for federal, state and local income tax purposes.

ARTICLE II PURPOSE AND POWERS OF THE COMPANY

Section 2.1 Purpose. The Company is organized exclusively for charitable, scientific, literary, and educational including, for such purposes, the making of distributions to organizations that qualify as exempt organizations described under Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax laws, including the operation of a public charter school under the laws of the State of Idaho. The broadest discretion is vested in and conferred upon the Sole Member for the accomplishment of these purposes. Notwithstanding the foregoing, no part of the net earnings of the Company shall inure to the benefit of any private person.

Section 2.2 Powers of the Company. The Company will have the power and authority to take any and all actions that are necessary, appropriate, advisable, convenient or incidental to or for the furtherance of the purposes set forth in Section 2.1.

Section 2.3 Failure to Observe Formalities. A failure to observe any formalities or requirements of this Agreement, the Certificate, or the Act shall not be grounds for imposing personal liability on the Sole Member for liabilities of the Company.

ARTICLE III SOLE MEMBER

Section 3.1 Powers and Limitations on the Rights of the Sole Member.

(a) The Member is authorized on the Company's behalf to make all decisions in accordance with this agreements as to (a) the sale, development lease or other disposition of the Company's assets; (b) the purchase or other acquisition of other assets of all kinds; (c) the management of all or any part of the Company's assets; (d) the borrowing of money and the granting of security interests in the Company's assets; (e) the pre-payment, refinancing or extension of any loan affecting the Company's assets; (f) the compromise or release of any of the Company's claims or debts; and, (g) the employment of persons, firms or corporations for the operation and management of the company's business.

(b) In the exercise of its management powers, the Member is authorized to execute and deliver (a) all contracts, conveyances, assignments leases, sub-leases, franchise agreements, licensing agreements, management contracts and maintenance contracts covering or affecting the Company's assets; (b) all checks, drafts and other orders for the payment of the Company's funds; (c) all promissory notes, loans, security agreements and other similar documents; and, (d) all other instruments of any other kind relating to the Company's affairs, whether like or unlike the foregoing.

(c) The Sole Member shall have the right to take any action with respect to the Company necessary, in its sole discretion, to protect the Sole Member's status as an exempt entity under section 501(c)(3) of the Code.

Section 3.2 Limited Liability of the Sole Member. Notwithstanding anything to the contrary in this Agreement, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company and the Sole Member will not be obligated personally for any such debt, obligation or liability solely by reason of being a Member of the Company.

Section 3.3 Compensation of the Sole Member. The Sole Member may not be compensated for performing services to the Company, but shall be entitled to reimbursement of reasonable expenses incurred on behalf of the Company in connection with the performance of such services.

ARTICLE IV MANAGEMENT

Section 4.1 Management of the Company by Sole Member. The business, property and affairs of the Company shall be managed and all powers of the Company shall be exercised by or under the direction of the Sole Member. The Member is in control, management, direction and operation of the Company's affairs and shall have powers to bind the Company with any legally binding agreement, including setting up and operating a Company bank account.

Section 4.2 Meetings of Sole Member. Meetings of the Sole Member shall be called, noticed and held pursuant to the Bylaws of the Sole Member. All meetings related to the Company shall comply with Idaho Open Meeting laws.

Section 4.3 Transactions between the Company and the Board. Notwithstanding that it may constitute a conflict of interest, the Board may, and may cause their affiliates to, engage in any transaction (including, without limitation, the purchase, sale, lease, or exchange of any property or the rendering of any service, or the establishment of any salary, other compensation, or other terms of employment) with the Company so long as (i) such transaction is not expressly prohibited by this Agreement, (ii) the terms and conditions of such transaction, on an overall basis, are fair and reasonable to the Company and are at least as favorable to the Company as those that are generally available from Persons capable of similarly performing them and in similar transactions between parties operating at arm's length, and (iii) such transaction has been consented to in writing by the Sole Member. These agreements include, but are not limited to, professional services agreements with other schools affiliated with the Sole Member.

Section 4.4 Reliance Upon Advisors. The Board and/or officers may consult with legal counsel chosen by them and any act or omission suffered or taken by them on behalf of the Company or in furtherance of the interests of the Company in good faith in reliance upon and in accordance with the advice of such counsel shall be full justification for any such act or omission and the Board and/or officers shall be fully protected in so acting or omitting to act, provided such counsel was chosen with reasonable care.

Section 4.5 Bank Accounts. The funds of the Company shall be deposited in such bank account or accounts, or invested in such interest-bearing or non-interest bearing investments, as shall be designated by the Sole Member. Company funds shall be separately identifiable from and not commingled with those of any other Person.

ARTICLE V BOOKS AND RECORDS

Section 5.1 Books, Records and Financial Statements. At all times during the continuance of the Company, the Company will maintain, at the Administration Office(s) at the location(s) determined by the Sole Member, separate books of account in which complete entries will be made that will show a true and accurate record of all costs and expenses incurred, all charges made, all credits made and received and all U.S. income derived in connection with the operation of the Company's business and reflecting all financial transactions of the Company in accordance with this Agreement. The books shall be kept in accordance with Idaho law. Such books of account, together with a copy of this Agreement and the Certificate, will at all times be maintained at the principal place of business of the Company and will be open to inspection and examination at reasonable times, within ten (10) business days following receipt by the Company of a request by the Sole Member, or its duly authorized representatives, for any purpose.

The Company will furnish to the Sole Member within ninety (90) days after the end of each fiscal year of the Company, an unaudited report of the activities of the Company for the preceding fiscal year, including a copy of a balance sheet of the Company as of the end of such year and a statement of income or loss for such year.

Section 5.2 Corporate Existence. The Company will maintain its respective legal existence.

ARTICLE VI LIABILITY AND INDEMNIFICATION

Section 6.1 Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, will be solely the debts, obligations and liabilities of the Company, and the Sole Member will not be obligated personally for any such debt, obligation or liability of the Company solely by reason of being the Sole Member.

Section 6.2 Standard of Care; Fiduciary Duties.

(a) Each Member or officer or employee of the Company (i) is to perform his, her or its duties in good faith on behalf of the Company, in a manner that he, she or it reasonably believes to be within the scope of authority conferred upon such Member, officer or employee, in a manner that such Member, officer or employee reasonably believes to be in the best interests of the Company, and with such care as an ordinarily prudent person in a like position would use under similar circumstances, and, (ii) except to the extent expressly modified by this Agreement, shall have the same fiduciary duties to the Company as a director or officer, as the case may be, of an Idaho corporation would have to such corporation and its shareholders under the Idaho Uniform Business Organizations Code (Idaho Code, Title 30, Chapter 21), as the same may be amended from time to time.

(b) Each Member or officer or employee of the Company, in the performance of his, her or its duties, is entitled to rely in good faith on information, opinions, reports or other statements, including financial statements, books of account and other financial data, if prepared or presented by: (i) one or more other Members, officers or employees of the Company if the Person relying on the statements reasonably believes that the Person preparing or presenting the material is reliable and competent in that matter; or (ii) legal counsel, public accountants or other Persons as to matters that the Person relying on the statements reasonably believes are within the Person's professional or expert competence.

Section 6.3 Indemnification. To the fullest extent permitted by applicable law, a Member, officer or employee will be entitled to indemnification from the Company for any loss, damage or claim incurred by such Member, officer or employee by reason of any act or omission performed or omitted by such Member, officer or employee in good faith on behalf of the Company and in a manner believed to be within the scope of authority conferred on such Member, officer or employee by this Agreement, except that no Member, officer or employee will be entitled to be indemnified in respect of any loss, damage or claim which is found by a court of competent jurisdiction, not subject to further appeal, to have been incurred by such Member, officer or employee by reason of such Member, officer or employee's gross negligence, willful misconduct or willful breach of this Agreement with respect to such acts or omissions; provided, that any indemnity under this Section will be provided out of and to the extent of Company assets only, and no Member, officer or employee will have any personal liability on account thereof.

Section 6.4 Exculpation. Any act or omission of the Member, the effect of which may cause or result in loss or damage to the Company or the Member if done in good faith to promote the best interests of the Company, shall not subject the Member to any liability to the Member.

Section 6.5 Indemnification Severability. To the fullest extent permitted by applicable law, if any portion of this Article is invalidated on any ground by any court of competent jurisdiction, then the Company will nevertheless indemnify each Member, officer or employee as to costs, charges and expenses (including reasonable attorneys' fees), judgments, fines and amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal,

administrative or investigative, including an action by or in the right of the Company, to the fullest extent permitted by any applicable portion of this Article VI that has not been invalidated.

ARTICLE VII TRANSFERS OF INTERESTS

Section 7.1 Assignment, Sale or Transfer of Interest. The Sole Member may not voluntarily assign, sell or transfer its Interest in the Company, without the express written consent of the charter school authorizer or other person that has a right to consent.

ARTICLE VIII DISSOLUTION, LIQUIDATION AND TERMINATION

Section 8.1 Dissolving Events. The Company will be dissolved and its affairs wound up in the manner hereinafter provided upon the happening of any of the following events:

- (a) The Sole Member elects to dissolve the Company;
- (b) The sale or liquidation of all, or substantially all, of the Company's assets;
- (c) The bankruptcy of the Company; or
- (d) The occurrence of any event which, under applicable law, would cause the dissolution of the Company; provided, however, that, unless required by applicable law, the Company will not be wound up as a result of any such event and the business of the Company will continue.

Section 8.2 Dissolution and Winding-Up. Upon the dissolution of the organization, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government in accordance with Idaho Code 33-5212, for a public purpose. Any such assets not disposed of shall be disposed of by a court of competent jurisdiction in the county in which the principal office of the organization is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Section 8.3 Termination. The Company will terminate when the winding up of the Company's affairs has been completed, all of the assets of the Company have been distributed, and the Certificate has been canceled.

Section 8.4 No Personal Liability/Claims of the Sole Member. The Sole Member shall not be personally liable for any debts, liabilities or obligations of the Company, whether to the Company or to the creditors of the Company; and the members of the Board shall be not personally liable for any debts, liabilities or obligations of the Company, whether to the Company, the Sole Member or to the creditors of the Company.

ARTICLE IX MISCELLANEOUS

Section 9.1 Notices. All notices, requests, demands and other communications (collectively, “Notices”) given pursuant to this Agreement shall be in writing, and shall be delivered by personal service, courier, facsimile transmission (which must be confirmed), electronic mail transmission (which must be confirmed) or by United States first class, registered or certified mail, postage prepaid, to the addresses, facsimile numbers and/or electronic mail addresses set forth in the Company’s files. All Notices shall be deemed given when received.

Section 9.2 Headings. Captions contained in this Agreement are inserted only as a matter of convenience and in no way define, limit or extend the scope or intent of this Agreement or any provision thereof.

Section 9.3 Interpretation. In the event any claim is made by any Member relating to any conflict, omission or ambiguity in this Agreement, no presumption or burden of proof or persuasion shall be implied by virtue of the fact that this Agreement was prepared by or at the request of a particular Member or its counsel.

Section 9.4 Entire Agreement. Except as herein provided, this Agreement constitutes the entire agreement among the parties relating to the subject matter hereof and supersedes any prior agreement or understanding between them relating to the subject matter hereof. This Agreement may not be modified or amended in any manner other than as set forth herein.

Section 9.5 Counterparts. This Agreement may be executed in any number of counterparts, and by fax or portable document form (“pdf”) signatures, each of which will be deemed an original but all of which together will constitute one and the same instrument.

Section 9.6 Attorneys’ Fees. In the event of any litigation or arbitration between the parties hereto respecting or arising out of this Agreement, the prevailing party, whether or not such litigation or arbitration proceeds to final judgment or determination, shall be entitled to recover all of the attorneys’ fees incurred with respect to such legal efforts, in each and every such action, suit or other proceeding, including any and all appeals or petitions therefrom; provided, however, that in the case of any negotiated settlement of any litigation or arbitration between the parties, there shall be no “prevailing party” for purposes of this Section 9.6. As used herein, the term “attorneys’ fees” shall be deemed to mean the reasonable cost of any legal services actually performed in connection with the matters involved.

Section 9.7 Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement, or the application of such provision to any Person or circumstances shall be held invalid, the remainder of this Agreement, or the application of such provision to Persons or circumstances other than those to which it is held invalid, shall not be affected hereby.

Section 9.8 Amendments. Neither this Agreement nor the Certificate may be amended (including by way of merger), modified or supplemented except by a written instrument signed by the Sole Member.

Section 9.9 No Third Party Beneficiaries. Except as otherwise provided herein with respect to Member, officer or employees pursuant to Article VI, this Agreement is not intended to confer upon any Person, except for the parties hereto, any rights or remedies hereunder.

Section 9.10 Governing Law. This Agreement and the rights of the parties hereunder shall be governed by and interpreted in accordance with the laws of the State of Idaho. All terms used herein shall have the meaning given them under the Act, as such may be amended from time to time, except as otherwise provided herein.

Section 9.11 Successors and Assigns. Except as herein otherwise provided to the contrary, this Agreement will be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

Section 9.12 Exhibits. All Exhibits attached to this Agreement are incorporated and shall be treated as if set forth herein.

Section 9.13 Legal Representation and Conflicts of Interest. Legal counsel to the Company may also be legal counsel to the Sole Member, or any Affiliate of the Sole Member and the parties hereto expressly waive any conflicts of interest with respect to such representation. Such waiver may be revoked at any time. The Company's revocation will be effective upon the affirmative vote of the Sole Member or the Sole Member.

Section 9.14 Parties in Interest. Except as expressly provided in the Act, nothing in this Agreement shall confer any rights or remedies under or by reason of this Agreement on any Persons other than the Sole Member and their respective successors and assigns nor shall anything in this Agreement relieve or discharge the obligation or liability of any third person to any party to this Agreement, nor shall any provision give any third person any right of subrogation or action over or against any party to this Agreement.

[Signature pages follow]

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Amended Agreement as of October 20, 2022.

Ayes: 4

Noes: 0

COMPANY:

Gem Prep: Ammon LLC, an Idaho limited liability company

By: GEM INNOVATION SCHOOLS OF IDAHO INC., an Idaho nonprofit corporation, its sole member.

By: 

Name: Dennis Turner

Title: Gem Innovation Schools of Idaho, Inc. Board Chair.

EXHIBIT A-1**MEMBERS OF THE BOARD OF DIRECTORS OF
GEM INNOVATION SCHOOLS OF IDAHO, INC.****Date of Exhibit:** As of September 15, 2022

| Name and Address |
|--|
| Dennis Turner 4040 Amber Ln Pocatello, Idaho 83202 |
| Barb Femreite 107 1st Ave. Deary, ID 83823 |
| Robert Lee 5545 South 1000 East South Ogden, UT 84405 |
| Duncan Robb 2950 W Bellomy Ln. Boise, ID 83702 |
| Terry Ryan 1312 N 20th St Boise, Idaho 83702 |
| Emmett Wemp 2014 W. Moose Creek Drive Nampa, Idaho 83686 |

BOARD OF DIRECTOR RESUMES

RESUME: Board Chair

Dennis Turner

COMMUNITY INVOLVEMENT / VOLUNTEER ACTIVITIES

Board Member, Gem Prep network of schools

2014 to Present

Congressional Delegate for Idaho & Utah

Educating congress about drinking water

2006

EXPERIENCE

City of Pocatello

1980 - 2015

Water Department

911 North Avenue

Pocatello, ID 83201

(208)234-6144

Southeast Idaho Subsection / American Water Works

1986-2000

AWWA Intermountain

Subsection President (2 years)

<http://www.ims-awwa.org/>

EDUCATION

Michigan State

University Idaho

State University

College of Western

1984

PROFESSIONAL CERTIFICATES / LICENSES / AWARDS

Class I Water Distribution License

Class I Water Treatment Certificate

Boy Scouts of America Bridge Builders Award

RESUME: Board Vice Chair

BARBARA A. FEMREITE**QUALIFICATIONS &
ACCOMPLISHMENTS****Governmental Fund Accounting** - 31 years' experience**Idaho School Finance** - 15 years' experience**Proven successful financial management** - successfully managed finances for Idaho Distance Education Academy (first Gem Prep school) through the economic downturn without reducing the fund balance or impacting student achievement.**Efficient Business Operations Management**

- Initiated the consolidation of the Business Department and Central Services Department saving over \$50,000/yr
- Developed and implemented transition plan from a paper student and financial records system to an electronic system
- Developed an online interface system for student registration and reimbursement
- Initiated and developed a statewide school electronic inventory system

Grant administration – Administered multiple grants totaling over six million dollars.**PROFESSIONAL
EXPERIENCE****Gem Prep network of schools**

- Chief Finance Officer 2008-Present
- Finance Specialist 2004-2008

City of Deary, Idaho

- City Clerk/Treasurer 1994-2004

University of Idaho, Moscow, Idaho

- Department of Finance 1992-1994

Key Bank of Idaho, Troy and Moscow, Idaho 1983-1992

- Financial Services
- Investments

Employment Experience

Gem Prep Charter School
Operations Manager/Consultant

Pocatello, Idaho
June 2013-2018

- Implemented and carried out safety and security strategies for a school that had 8 full-time staff members and 120 students, assuring full compliance with state and federal regulations, conducting monthly safety drills for fires and armed intruders, performing monthly inspections of fire extinguishing equipment and assuring servicing of that equipment and assuring preparation for annual state safety inspection.
- Director of physical fitness programs.
- Tutored students in Math and English when they fell short of goals in those subject areas.
- Prepared lunches for those qualifying for free and reduced cost lunches.
- Monitored the playground during recess.
- Coordinated with parents to create an end-of-year school "Olympics" program.

Seminaries and Institutes of The Church of Jesus Christ of Latter-day Saints

Institute Director

Pocatello, Idaho
July 2008-June 2013

- Supervised, evaluated and provided training for four faculty members, establishing class schedules and faculty assignments for classes involving over 500 students each semester, teaching four bi-weekly sections of classes related to the Standard Works and History of The Church of Jesus Christ of Latter-day Saints, developing strategies for recruitment of students, coordinating these efforts with local ecclesiastical leaders and assuring compliance with state and federal regulations and church policy in all aspects of the program, including enrollment, finances and physical facilities.

Institute Faculty Member

Salt Lake City, Utah
July 2006-July 2008

- Taught twelve bi-weekly sections of classes related to the Standard Works of The Church of Jesus Christ of Latter-day Saints and the history of the church to 200+ students each semester.
- Developed curriculum materials specifically designed for students who had recently returned from full-time missionary service, organizing and supervising a systematic program for recruitment of the 400+ full-time missionaries returning to the Salt Lake Valley each month.

Regional Coordinator

Raleigh, North Carolina
July 1992-July 2003*

- Supervised and trained 70+ volunteer seminary teachers and 8 volunteer institute teachers over a geographic area ranging from Greensboro to Wilmington, North Carolina, visiting individual classes at least once each semester, developing strategies for recruitment of students, working with volunteer teachers and local ecclesiastical leaders, providing student and program status reports to church headquarters, and performing all administrative duties associated with the assignment, including enrollment, finances and physical facilities.

Curriculum Writer

Salt Lake City, Utah
July 1987-July 1992

- Wrote and edited curriculum materials for use world-wide by teachers and students participating in seminary and institute classes.

Seminary Principal

Pocatello, Idaho
July 1984-July 1987

- Supervised, evaluated and provided training for three faculty members, teaching four bi-weekly sections of classes related to the Standard Works and history of The Church of Jesus Christ of Latter-day Saints, working with local ecclesiastical leaders to promote student participation in the program and providing reports on the progress of students and the status of the program to church headquarters, including matters related to finances and physical facilities.

Seminary Principal

Oakley/Burley, Idaho
July 1978-July 1984

- Taught six sections of daily classes related to the Standard Works and history of The Church of Jesus Christ of Latter-day Saints, performing all administrative duties associated with the assignment, including enrollment, finances and physical facilities.

The Idaho Army National Guard

Twin Falls/Pocatello, Idaho
January 1983-August 1986

- Regimental Chaplain for the 116th Armored Cavalry Regiment (1983-1986) and Unit Chaplain for the 148th Field Artillery Unit (1979-1983), providing counsel to commanders and troops and assuring that all personnel had access to religious services during monthly and annual training, supervising the three other chaplains assigned to the Regiment. Discontinued military service in 1986 with the rank of Captain.

The Army of the United States of America

XVIII Airborne Corps & Ft. Bragg, North Carolina
March 1975-July 1978

- Chief of the Separation Transfer Point (1977-1978), supervised and trained 42 active-duty Army and Department of the Army civilians, assuring that persons leaving active-duty military service did so in compliance with Army regulations.
- Chief of Military Occupational Specialty (MOS) Testing (1976-1977), supervised and trained two Army personnel administering the evaluations of military personnel in their specific areas of specialization, reporting the evaluations to commanders, and securing testing materials to avoid fraudulent results.
- Chief of Enlisted and Officer personnel records (1975-1976) supervised and trained 31 Army personnel who maintained the records of 2,500+ soldiers in the 5th and 7th Special Forces and the Corps Support Command, assuring that the records were maintained in compliance with Army regulations.

Education

- IDAHO STATE UNIVERSITY (1967-1968, 1970-1974) Pocatello, Idaho
° Bachelor of Arts, French Education
 - ADJUTANT GENERAL CORPS BASIC OFFICER COURSE (1975)
° Ft. Benjamin Harrison, Indiana
 - EAST CAROLINA UNIVERSITY (1977-1979)
° Master of Arts, Counselor Education
 - CHAPLAIN CORPS OFFICER BASIC COURSE (1980)
° Ft. Monmouth, New Jersey
 - BRIGHAM YOUNG UNIVERSITY (1981-1985) Provo, Utah
° Doctor of Education, Secondary Curriculum and Instruction
-

*2003-2006 – Mission President, The Church of Jesus Christ of Latter-day Saints, California San Fernando Mission.

Duncan Robb**Summary of Qualifications**

- Former educator, state education agency executive team member, and education consultant.
- Highly experienced presenting and facilitating in high-stakes environments with legislators, senior education leaders, and education organization leaders.
- State-level policy experience across a broad cross-section of content areas.
- Expert strategic planning and improvement advisor in education agencies, school districts, and nonprofits.

Professional Experience***Gem Prep network of schools******Sept. 2018 - present****Board Member****Education Consultant******Aug. 2018 – present****Private Practice*

- Working with national education organizations to build state education agency capacity, learn from successes across states, and ensure state leaders are equipped to implement their strategies in order to hit the goals they have set for students.

Chief Policy Advisor***Jun. 2016 – Aug. 2018****Idaho State Department of Education*

- Implemented the legislative and policy agenda of the Idaho State Superintendent of Public Instruction.
- Maintained critical relationships with state policymakers, including state legislators, Idaho's governor and education policy advisor, and members of the Idaho state board of education.
- Applied On-the-ground knowledge content of state-level policy landscapes including public school funding, workforce development, school improvement, assessment, and educator preparation and certification.
- Engaged in daily engagement with state lawmakers and coalition-building to advance key policy decisions.
- Regularly interfaced with national education organizations to build and maintain knowledge of the national education policy landscape.

Engagement Manager***May 2013 – May 2016****U.S. Education Delivery Institute, Washington, DC*

- Led and contributed to partnerships with K-12 state agencies, K-12 districts, nonprofit organizations, and higher education systems and campuses to improve student achievement through effective policy implementation and capacity building at all levels using the Delivery Approach.
- Provided strategic planning, progress monitoring and content expertise to partners and clients.
- Designed and led high quality professional learning and collaborative workshops both among agency leaders and staff and across agencies.

Program Evaluator***Nov. 2012 – Jun. 2013****Baltimore Education Research Consortium, Baltimore, MD*

- Collaborated with a small team, the Consortium, and Baltimore City Public Schools to design, implement, and complete a program evaluation of Baltimore City Public Schools' Great Kids Farm project.

Sixth Grade Math Teacher***May 2009 – Jun. 2011****Holland Middle School, Houston Independent School District, Houston, TX*

- Highest performing of three sixth grade math teachers in 2010 and 2011.
- School Officer's Leadership Academy

Education

- Baltimore, MD: Johns Hopkins University, Masters in Public Policy
- Eugene, OR: University of Oregon, Bachelor of Arts in Political Science

*May 2013**Jun. 2009*

TERENCE R. RYANBoise, ID 83702 | (202) 341-4574 | 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.

- 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.

- 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

Emmett Wemp

Education

9/1/18 EdS in Educational Leadership from Northwest Nazarene University, Nampa, ID
 8/1/15 MEd in Educational Technology from Boise State University, Boise, ID
 5/15/03 BS Technology Education from McPherson College, McPherson, KS
 Endorsed in Technology Education 6-12

Professional Accomplishments

Nampa School District Building Principal 2016-Current

- Start-up Principal for NSD Innovation School
- Established a learning environment that is student forward and supportive of all parties involved
- Developed professional development around implementation of standards based grading systems
- Developed professional development to support learners by personalizing their learning experience with staff
- Directly involved with the design and implementation of brand new Innovation School model
- Supported staff in professional development of teaching skills in a mastery based classroom
- Support development and implementation of IEP and 504 programs
- Developing staff capacity for peer feedback and support in improving instruction
- Serve as a single building administrator
- Support HR needs and requirements as needed
- Provide staff evaluations based on the Idaho Evaluation Standards
- Facilitate and organize Professional Learning Teams
- Support and guide student interventions
- Support staff with student disciplinary actions
- Authored and maintained building level procedures and handbooks

Instructional Coach 2012-2015

- Work with teachers to optimize best practices in teaching and learning

Technology Integration Specialist 2014-2015

- Train teachers to use technology as an instructional tool
- Assist teachers with technology implementation
- Work with district technology coordinator to ensure technology tools are viable teaching resources

Nampa School District Pre-Engineering Program Lead 2009-2015

- Coordinate with multiple high schools and middle schools to align Project Lead The Way curriculum
- Manage program budget
- Purchase supplies and materials for pre-engineering program
- Report program student data to state professional technical education department
- Coordinate pre-engineering senior projects
- Advisor for VEX Robotics and Technology Student Association student organizations
- Organize student participation in state leadership conferences and competitions
- Coordinate delivery of end of course assessments

Nampa School District Instructional Technology Committee Member 2015-Present

- Evaluate effectiveness and strategies of instructional technology one to one implementations in other school districts
- Help develop a plan for district wide implementation of student one to one technology integration

Employment History

| | | |
|------------------|-------------------------------|-----------------------------------|
| 10/1/16- Present | Building Principal | Nampa School District #131 |
| 7/1/15-10/1/16 | Director Of School Engagement | Project Lead The Way |
| 8/01/09-2015 | Engineering Education Teacher | Nampa School District #131 |
| 8/01/05-2009 | Technology Education Teacher | Boise Independent School District |

References

Available upon request



GEM INNOVATION SCHOOLS OF IDAHO BOARD OF DIRECTORS

Gem Innovation Schools of Idaho Board of Directors is comprised of a talented and seasoned group of professionals and civic leaders. The board has strong expertise in diverse fields—education, law, publicity / Marketing, Real Estate, Strategy, Accounting/ Finance, Business / Management, Politics / External Relationships—and provides strong governance and oversight.

- Dennis Turner, Chair
- Barb Femreite, Vice Chair
- Bob Lee
- Duncan Robb
- Terry Ryan
- Emmett Wemp

GEM PREP: AMMON PETITIONING GROUP

Gem Prep: Ammon Petitioning Group Participation

(Other than Board Participation)

The following persons were significantly involved in the petition. Each individual's participation during and following the petition approval process is listed below:

Jason Bransford, Chief Executive Officer

DURING PETITION PROCESS: Planning, general oversight, board liaison, facilities planning, education model planning, finances, etc.

AFTER PETITION APPROVAL: General oversight, hiring, facilities, education model, finances, compliance with performance certificate, etc.

Laurie Wolfe, Chief Academic Officer

DURING PETITION PROCESS: Planning, general oversight, education model planning, curriculum planning, etc.

AFTER PETITION APPROVAL: Hiring, school leader oversight, education model oversight, compliance with performance certificate, etc.



Bryan Fletcher, Chief Financial Officer

DURING PETITION PROCESS: Planning, financial oversight.

AFTER PETITION APPROVAL: Compliance with performance certificate /financial, financial oversight, etc.

Brenda Piña, Chief Operating Officer

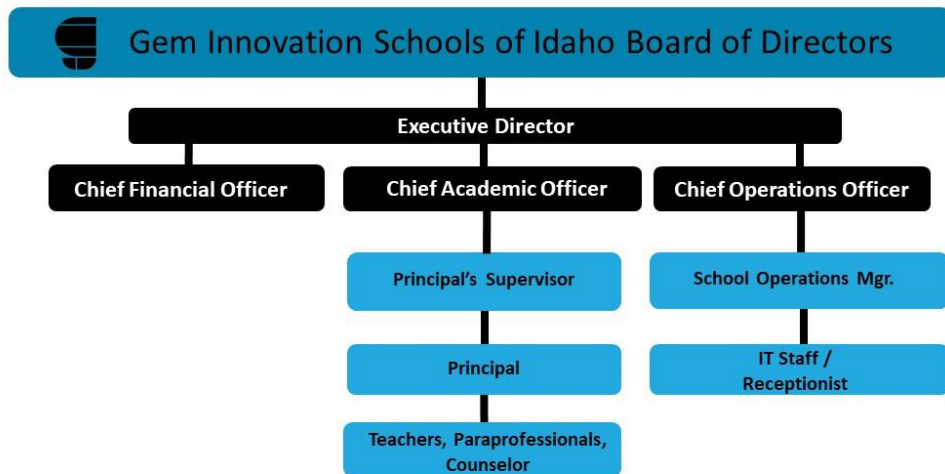
DURING PETITION PROCESS: Planning, General oversight, operations planning: nutrition and transportation.

AFTER PETITION APPROVAL: Hiring, operations manager oversight, transportation and food services setup.

Josh Femreite, Chief Growth Officer

DURING PETITION PROCESS: Planning, facilities and operations.

AFTER PETITION APPROVAL: Facility construction oversight, transportation and food services support.

**GEM PREP ORGANIZATIONAL CHART**

Jason Bransford

208.339.3735

jasonbransford@geminnovation.org

PROFESSIONAL EXPERIENCE

Gem Innovation Schools, Chief Executive Officer

2015 – Present

Launched Idaho's first charter management organization (CMO). Opened five K-12 charter schools in key Idaho locales (with a 6th approved for Fall 2023). Secured the fiscal support for launch and expansion of each school. Leader of a team that developed and executed a plan for strong student and adult culture, educational excellence, and operational efficiency.

Idaho Distance Education Academy, Director

2009 – Present

Worked with administrative team to reversed a \$700,000 deficit, streamlined operations in every school department, created a robust Title 1 program and increased student achievement in every sub-population. Guided I-DEA to a five-star rating, which included recognition that the school had the highest SAT scores in the state. Awarded the 2013 Idaho Education Network Innovator of the Year Award.

Dickinson School District & Galveston School District, Teacher

2004 - 2007

Dickinson District Committee Chair, District Assessment 2006 – 2007, Dickinson Mentor Teacher 2006-2007, Dickinson Teacher 2005-2007. Galveston District teacher 2004-2005.

RELATED EXPERIENCE

- Founder of Idaho's first Charter Management Organization- Gem Innovation Schools
- Founder of 5 Idaho charter schools—
 - Gem Prep: Pocatello 2014
 - Gem Prep: Nampa 2016
 - Gem Prep: Meridian 2018
 - Gem Prep: Meridian North 2021
 - Gem Prep: Meridian South 2022
- Grant Recipient—J.A. Kathryn Albertson Foundation, NewSchools Venture Fund, Louis Calder Foundation, Charter Schools Growth Fund, Idaho Future Fund
- Recipient—Idaho Education Network "Innovator of the Year Award 2013"
- Legislative Subcommittee—
 - Teacher Pipeline 2017
 - Idaho Education Network Strategic Planning 2013
 - Idaho State Legislature Excellence & Accountability Measures 2013
- Vice President—Idaho Charter School Network. Board Member July 2011 – July 2014.

EDUCATION

University of Utah—EdD: Education Leadership, 2019

Idaho State University—EdS: Educational Administration, 2009

University of Houston—MS: Educational Management, 2006

Brigham Young University-Idaho—BS: Social Studies Education, 2003

Bryan T. Fletcher

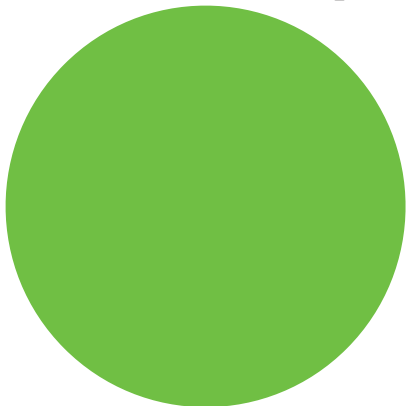
EDUCATION

- 2003-2005 University of Colorado, Colorado Springs
Masters of Business Administration - Finance
Program accredited by Association to Advance Collegiate Schools of Business (AACSB)
- 1998-2001 University of Phoenix,
Bachelors of Science in Business Administration
- 1991-1995 Riverside Community College, Riverside, CA.
General Education
- 1983-1985 Chaffey College, Alta Loma, CA.
General Education

EMPLOYMENT

- 2/2021-present Gem Innovation Schools
Meridian, ID. and online
CFO
Oversee all aspects of business, accounting, finance and HR related activities for the charter network.
Forecast, develop and manage network budgets.
Conduct strategic and tactical planning and execution along with Executive Management Team.
Manage liquidity/cash flow in accordance with State law and network's investment policy.
Conduct activities associated with debt management.
Work with independent auditor to issue the Annual Financial Audit/Report, and issue financial statements and reports during course of fiscal year.
- 9/2016-2/2021 Blaine County School District
Hailey, ID.
CFO/ Director of Finance
Oversee all aspects of business, accounting, and finance related activities for the District.
Forecast, develop and manage District budget.
Conduct strategic and tactical planning and execution along with District Executive Management Team.
Manage liquidity/cash flow in accordance with State law and District investment policy.
Conduct activities associated with issuing bonds and maintain disclosure statements.
Work with independent auditor to issue District's Annual Financial Audit/Report, and issue financial statements and reports during course of fiscal year.
- 2015-9/2016 Sorrento Lactalis
Nampa, ID.
Controller
Provided financial and accounting oversight for two of the production facilities.
Provided financial analysis of performance.
Develop budget.
- 2008-8/2014 Kuna School District
Kuna, ID.
CFO/ Business Manager
Oversee all aspects of business, accounting, and finance related activities for the District.
Forecast, develop and manage District budget.
Conduct strategic and tactical planning and execution along with District Executive

- Management Team.
 Manage liquidity/cash flow in accordance with State law and District investment policy.
 Conduct activities associated with issuing bonds and maintain disclosure statements.
 Work with independent auditor to issue District's Annual Financial Audit/Report, and issue financial statements and reports during course of fiscal year.
 Oversee Human Resources department including the selection and implementation of benefits and insurance offerings for District employees.
 Manage all financial relationships with Commercial Banks, Investment Banker, Bond Council, Investment Pool, Insurance Firms, Benefit providers, and PERSI.
 Present monthly to Board of Trustees on business and financial matters.
- 2008-2015 University of Phoenix
 Meridian, ID.
 Instructor
 Instruct/Facilitate classes in the disciplines of Accounting, Finance, and Operation.
- 2003-2008 Design Space Modular Buildings, Inc.
 Boise, ID.
 Facility Manager
 Manage all aspects of local facility functions, both operations/administration and sales.
 Manage P&L and other financial data.
 Develop annual facility budget/operation plan and maintain adherence.
 Supervise branch staff, and oversee all project management aspects of facility.
- 1998-2003 G.E. Capital Modular Space,
 Boise, ID.
 Branch Manager
 Manage all aspects of local facility functions, both operations/administration and sales.
 Conduct financial analysis of proposed projects to determine viability.
 Manage P&L and other financial data.
 Develop annual facility budget/operation plan and maintain adherence.
 Supervise branch staff, and oversee all project management aspects of facility.
- 1996-1998 G.E. Capital Modular Space,
 Boise, ID.
 Branch Operations Manager
 Administer all aspects of branch operations including, but not limited too,
 accounts payables, accounts receivables, credit review and approval, fleet oversight, project management, and full P&L responsibility.
- 1996-1996 G.E. Capital Modular Space,
 Rialto, CA.
 Interim Branch Manager
 Administer all aspects of branch operations for the local three facilities across Southern California including, but not limited too, accounts payables, accounts receivables, credit review and approval, fleet management, and full P&L responsibility.
- 1994-1996 G.E. Capital Modular Space,
 Rialto, CA.
 Fleet Manager
 Administer the fleet for the local three facilities across Southern California. Oversee and manage all contractors and subcontractors engaged in the company's fleet repair, maintenance, delivery, and installation. Provide project management for all custom and in-fleet installations.



Profile – Laurie Wolfe

Experienced educator with a proven track record of raising student academic achievement. I enjoy creating opportunities for high quality, personalized, learning experiences for students and teachers. I love a challenge!

Education

Boise State University

Ed. D. Curriculum and Instruction
12/2005

Boise State University

MA Literacy 5/1992

Boise State University

BA Elementary Ed 5/1998

Certificates and Endorsements

Administrator K-12

Gifted and Talented K-12

Literacy K-12

Standard Elementary K-8

Experience

Gem Prep network of schools —7/2006 - present

Chief Academic Officer

Hired to turn around test scores. Led the initiative to improve student academic achievement. Moved state testing scores from the bottom quartile to the top quartile. Implemented standards based curriculum, student led portfolio

conferences, K-8 learning management system, and professional development focused on improving student academic achievement.

Boise School District —8/1990 – 6/2006

Trail Wind Elementary- Reading Specialist, and Gifted and Talented Specialist

A founding teacher at Trail Wind Elementary. Developed and implemented a pilot program called the Accelerated Learning. The purpose of the program was to provide services (special education, reading specialist, and gifted and talented) to help all students accelerate their learning without the stigma usually associated with special services.

Les Bois Junior High School– 7th and 8th grade Reading Teacher

A founding teacher at Les Bois Junior High. Worked with colleagues and administrators to establish school culture and norms.

Hawthorne Elementary– 3rd and 6th grade classroom teacher

Low income elementary school. Implemented Saturday School for students who were not successfully completing school work and homework. Parents were required to attend and they were taught strategies for working with their children. .

Long Beach Unified School District 9/1988 – 5/1990

Garfield Elementary– 1st and 2nd grade classroom teacher

Diverse inner city school with high percentage of English Language Learners. Designed and implemented a successful home writing program with 1st and 2nd grade students and their parents.

EDUCATION**Bachelor of Science in Human Resource Management and Operations Management**

May 2016

University of Idaho, Moscow, ID

Cumulative GPA: 3.04

WORK EXPERIENCE**Gem Innovation Schools, Meridian, ID***Chief Operating Officer*

July 2019 –

Present

- Collaborate with the C-Team in setting and driving organizational vision, operational strategy, and hiring needs.
- Oversee daily operations and technology of all schools and the work of individual School Operations managers and technology department.
- Design and implement policies and procedures that align with the organizations vision and mission.
- Maintain and build trusted relationships with key partners and stakeholders.

Gem Prep: Nampa, Nampa, ID*School Operations Manager*

September 2016 –

July 2019

- Oversee and manage the national school lunch program.
- Collaborated effectively with the principal to ensure smooth workflow and efficient coverage by communicating shift duties to all partner teachers.
- Responsible for supply, facility, and field trip requisitions and budgets.
- Launched two new programs to improve the flow of processes; School Mint and Boonli.
- Coordinate school transportation and procedures with brown bus.

4-H Youth Development, University of Idaho Extension, Caldwell, ID*Public Relations Intern*

May 2016 –

August 2016

- Reach out and connect with local newspapers to negotiate the publication of articles that feature hosted events.
- Photograph staff and interns teaching youth about healthy living and share them on social media.
- Control social media, such as Facebook, Instagram, and Twitter by keeping viewers engaged.

Native American Student Center, Moscow, ID*HOIST Mentor*

May 2015 –

July 2015

- Guided and enforced rules and regulations that were to be maintained in the living residence for the 12 students I was overseeing by developing rapport and building a relationship with them.
- Directed students to relevant information about academic and personal support services available at the university.
- Planned and led activities to develop students' physical, emotional and social growth.

LEADERSHIP EXPERIENCE**Association of Latino Professionals for America (ALPFA), Moscow, ID***Member*

August 2015 –

May 2016

- Participated in community service, for example combing and walking blind horses.
- Planned and coordinated fundraisers such as holiday raffle baskets and our annual red carpet dance.
- Recruited potential members at our UIIdaho bound events by tabling and talking to incoming freshman about our organization.
- Award: 2016 ALPFA Convention Scholarship (Dallas, TX).

Multicultural Greek Council, Moscow, ID*Vice President of Communications*

August 2015 –

May 2016

- Maintained complete and up-to-date files of minutes, attendance, and membership.
- Distributed minutes to the executive board and presidents of all the multicultural Greeks at the university.
- Planned and coordinated logistics and materials for board meetings while also maintaining order during the meetings.
- Publicized our organization and events on social media to maintain positive public relations with community members.

Lambda Theta Alpha, Moscow, ID*Public Relations Chair*

August 2015 –

May 2016

- Advertised all events our organization planned and hosted over 75 people at fundraisers and engaged with users.
- Represented the organization's image to the public and other external sources.

Chapter Orientation Advisor

August 2014 –

May 2015

- Oversaw and attended all potential interest meetings
- Evaluated each of the 6 new members by interviewing and guiding them into the sorority

Treasurer

August 2013 –

May 2014

- Developed accurate records of all of our chapter's financial transactions through monthly financial summary reports and bank reconciliation reports.
- Managed, tracked, and monitored all deposits and withdrawals of our sorority using excel worksheets.
- Budgeted active and proposed ideas by accurately determining pricing, margins, and risk factors for our chapter.

SKILLS

- Microsoft Office Programs: Excel, Word, PowerPoint, and Microsoft Project
- Power School
- Boonli
- Managing school lotteries and registration via School Mint
- Fluent in Spanish and English

JOSH FEMREITE

EDUCATION

BACHELOR OF SCIENCE / 2003 / UNIVERSITY OF IDAHO

Business with emphasis on Information Systems

QUALIFICATIONS

LEADERSHIP

Designed, planned and implemented business strategies, plans and procedures to meet departmental and organizational goals. Managed development of custom student information system. Implemented school-wide web video conferencing system leading to greater communications between teachers and students. Led project to implement learning management system and bring Gem Prep: Online (formerly Idaho Distance Education Academy) courses online. Set comprehensive goals for school growth and student success. Oversaw daily operations and the work of operations teams and technology department. Developed and maintained relationships with partners and vendors.

PROJECT MANAGEMENT

Set comprehensive goals for school growth and student success. Oversaw daily operations and the work of operations teams and technology departments for four schools and four regional resource centers across the state. Developed and maintained relationships with partners and vendors. Managed facility acquisition and construction of three Gem Prep school campuses.

EXPERIENCE

CHIEF GROWTH OFFICER / GEM INNOVATION SCHOOLS / 2019 – PRESENT

Project manager for opening new Gem Prep schools; acquisition and expansion.

CHIEF OPERATING OFFICER / GEM INNOVATION SCHOOLS / 2015 – 2019

Project manager for new facility acquisition and expansion. Oversaw facility operations for network of four schools.

DIRECTOR OF TECHNOLOGY / IDAHO DISTANCE EDUCATION ACADEMY / 2007 -2015

Oversaw the management, implementation, and purchase of all technology for the school and it's four resource centers across the state.

SYSTEMS ENGINEER / IDAHO DISTANCE EDUCATION ACADEMY / 2006 – 2007

Planned and managed school-wide network and systems.

SUPPORT TECHNICIAN / IDAHO DISTANCE EDUCATION ACADEMY / 2004 – 2006

Provided support and training for teachers, students and parents.

Tera Reeves

| | | |
|------------------|--|-------------|
| Education | Washington State University – <i>Cum Laude</i> | 1993 |
| | Bachelor of Arts Elementary Education Early Childhood Education Endorsement | |
| | University of Idaho – 4.0 GPA | 2004 |
| | Master's Degree Educational Leadership | |
| | University of Idaho – 4.0 GPA | 2011 |

Administrative Experience

| | |
|---|---------------------|
| Whitepine School District | 2003-2010 |
| Elementary Principal; Federal Programs Director; Preschool Director; 21 st CCLC Director; Homeless Coordinator; G/T Coordinator | |
| District Superintendent; Elementary Principal; Federal Programs Director | 2010-2015 |
| District Superintendent | 2016-2017 |
| Gem Innovation Schools | |
| Idaho Distance Education Academy Principal; Federal Programs Director | 2015-2019 |
| College Access Director; Federal Programs Director | 2019-Present |

Teaching Experience

| | |
|--|------------------|
| Whitepine School District | |
| Long Term Substitute- Kindergarten & 4 th Grade | 1995-1996 |
| Special Education Paraprofessional | 1996-1997 |
| Kindergarten Teacher | 1997-2000 |
| First Grade Teacher | 2000-2003 |

Certifications

Charlotte Danielson Framework for Teaching Proficiency
Technology Competency Certificate
Idaho Comprehensive Literacy Certificate
MTI Certificate

Leadership Roles

Advanced Opportunities for Junior/Senior High Students
Idaho Core Standards Implementation K-12
Leadership Team Chair
Crisis Team Leader
Region II Superintendent Group Secretary
Development Team for Performance Standards for Mathematics
Mentor Teacher Bovill Elementary
Student Teacher Supervisor
Comprehensive Reform Team Member

Appendix **D E3**: Characteristics of a Gem Prep School Leader

~~Gem Prep School Leader & Organizational Chart~~

CHARACTERISTICS OF IDEAL SCHOOL LEADER

Above all else, a Gem Prep (GP) principal will be the instructional leader of the school. The principal will ensure that at least sixty percent of Gem Prep students will graduate high school with an associate's degree and the remainder will graduate with at least 18 college credits. The principal will develop master teachers who change the lives of students and families. The principal will set, and work relentlessly toward, academic goals for the school that will prepare students for college and beyond. The principal is an exceptional school leader with a proven record of success and a commitment to educational excellence.

Specific Skills:

Ability to Articulate a Vision and Drive Results

- Drive the success of all students by creating systems of support and accountability for students and staff
- Have a clear vision for instructional excellence and the skill set to help all teachers and staff achieve that vision.
- Possess an understanding and passion for Gem Prep's beliefs, mission, vision, values, and operating norms and a commitment to working relentlessly in their pursuit
- Have a proven record of past achievement: achieving ambitious, measurable results in academics and leadership
- Strong critical thinking skills: making accurate connections between cause and effect and generating relevant solutions to problems
- Possess the ability to influence and motivate others
- Demonstrate organizational ability: planning well, meeting deadlines, and working efficiently
- Show experience using data to lead others to improve student outcomes
- Possess a continuous learning/growth mindset: see obstacles as opportunity and persevere through setbacks, leading others to do the same, increasingly elevating and improving school- wide outcomes
- Set high expectations and goals, achieve results, demonstrate tenacity and initiative despite tremendous obstacles or challenging situations

Leadership Qualities

- Demonstrate collaborative leadership
- Develop positive relationships with parents, teachers, students and community.
- Work in partnership with other school leaders in refining and shaping school culture, recruiting and developing teacher talent and elevating our impact on students' college readiness
- Demonstrate a commitment to the philosophy that every minute of every day is learning time.
- Demonstrate integrity and ability to impact and influence multiple types of stakeholders rooted in the priorities of what is best for students

Working at Gem Prep

Gem Prep focuses on hiring and developing great leaders with high expectations and provides robust support to meet those expectations. Gem Prep expects the following from school leaders:

- **Results.** Gem Prep works relentlessly to create efficient, measurable, and sustainable results. We strive for excellence and pursue our mission tenaciously. Ideally, you thrive working in a fluid environment where flexibility and tenacity are required.
- **Innovation.** We embrace new approaches and ideas that have a powerful impact on learning and teaching, achieving success for every student. We believe that today's students need schools that dramatically rethink the traditional learning and teaching process for the success of every student. The status quo is not acceptable.
- **Integrity.** We are truthful, fair, and trustworthy in all aspects of our work. We expect the same of you.
- **Humility.** If you are humble and teachable, this will be a powerful learning experience for you. Your humility will be key to building trusted and authentic relationships as well as the key to your professional growth. We also understand that you bring valuable experiences and knowledge that will lift our team.
- **Teamwork.** We value each of our team members as individuals but believe that we achieve the greatest results by working together.

Qualifications

- MA., EdD., or PhD. in School Administration, or related field
- Valid Idaho School Administrator Certificate
- Databased evidence of helping students achieve academic success
- Evidence of prior academic achievements, leadership experience, and organizational skills indicating very high potential to perform at this level



September 30, 2022

Dr. Scott Woolstenhulme, Supt.
Bonneville School District
3497 North Ammon Rd
Idaho Falls, ID 83401

RE: Charter School Application

Dear Dr. Woolstenhulme:

On behalf of the Gem Innovation Schools of Idaho Board of Directors, I am sending this letter to let you know that we are currently seeking an authorizer for a new charter school, Gem Prep: Ammon (GPA). The primary attendance boundary will be the Bonneville School District.

If you would like to discuss authorization or request a GPA representative to attend the next board meeting, please contact me at jasonbransford@geminnovation.org. If your district does not have an interest in authorizing Gem Prep: Ammon, we respectfully request that you sign the below statement and email it to jasonbransford@geminnovation.org as soon as possible. Absent an affirmative response from the Bonneville School District, Idaho Code requires Gem Prep: Ammon to wait four (4) weeks after sending this letter and a copy of the petition prior to submitting the Petition to the Public Charter School Commission. This letter and attached petition will satisfy the notice and comment requirements of Idaho Code 33-5203(b) (attached for reference).

Sincerely,

Jason Bransford, CEO

Bonneville School District is not interested in serving as the authorizer of Gem Prep: Ammon.

Bonneville School District Superintendent

Date



RELEVANT IDAHO CODE CITATION

For your reference, please find the following relevant portion of Idaho Code 33-5205 and the following link to the full Idaho Code provision:

<https://legislature.idaho.gov/statutesrules/idstat/Title33/T33CH52/SECT33-5205/>

(b) Prior to submitting the completed petition to an authorized chartering entity described in section [33-5202A](#)(1), Idaho Code, petitioners shall send a letter and a copy of the completed petition to the superintendent of each district that overlaps the proposed public charter school's primary attendance area. The purpose of the letter is to inform the superintendent that petitioners are seeking an authorizer, and to offer to attend a district board of trustees meeting, if the superintendent so requests.

(c) A minimum of four (4) weeks after sending the letter and copy of the completed petition pursuant to paragraph (b) of this subsection, or earlier if the superintendent of each district that overlaps the proposed public charter school's primary attendance area agrees, petitioners may submit the completed petition to an authorized chartering entity pursuant to section [33-5202A](#)(1), Idaho Code.

PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into between Gem Prep: Online, LLC, operating as an Idaho public charter school (hereinafter referred to as “GPO”) and Gem Prep: Ammon, LLC, operating as an Idaho public charter school (hereinafter referred to as “GPA”).

It is hereby agreed by both parties that:

DURATION OF AGREEMENT

The period of this Agreement will commence on the _____. This Agreement is contingent upon the availability of funds to GPA. At the discretion of the parties, the Agreement may be renewed.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, GPO and GPA shall remain separate and distinct Local Education Agency.

SERVICES TO BE RENDERED

GPO shall render the professional services enumerated on Attachment A and attached hereto and made a part of this Agreement as if set forth fully herein. GPO shall provide an annual report to the Board of Directors indicating the services GPO has provided to GPA, as contemplated by this Agreement.

RECORD KEEPING

GPO shall be responsible for maintaining complete and accurate records documenting the professional services provided pursuant to this Agreement and shall submit copies of the records to GPA within ten (10) working days of the date requested. Additionally, upon reasonable notice GPA shall have the right to review such records at any time during business hours at GPO’s office.

STUDENT DATA PRIVACY AND SECURITY

Both parties to this Agreement acknowledge their obligation to comply with the Idaho Data Accountability Act and further acknowledge the following requirements are being met under this Agreement:

- (a) All information regarding services provided pursuant to this Agreement, including, but not limited to, the student’s identity and the nature of services rendered, shall be confidential and comply with all federal and state laws;
- (b) Administrative Security, Physical Security, and Logical Security controls are in place to protect student data from a data breach or unauthorized data disclosure;
- (c) Personally identifiable information (PII) is restricted to access only by authorized staff who require such access to perform their assigned duties;
- (d) The parties are prohibited from using student data and PII for secondary uses including, but not limited to, sales, marketing, or advertising;
- (e) GPO and GPA agree to indemnify and hold harmless the other party from any liability, including, but not limited to, costs, fines, expenses, and attorney fees, resulting from

- GPO's performance of the services provided under this Agreement and/or non-compliance with state and federal law regarding Student Data Privacy and Security; and
- (f) GPO and GPA represent and warrant that they have an appropriate records retention schedule and/or policy for the destruction of data that is consistent with federal and state law.

CONSENT/AUTHORIZATION TO ACCESS EDUCATIONAL RECORDS OR PROTECTED HEALTH INFORMATION

Both parties to this Agreement shall at all times require the written consent or authorization of the parent/guardian or student, if 18 years of age or older, for the disclosure or access to educational records pursuant to FERPA or protected health information pursuant to the Health Information Portability and Accountability Act (HIPAA) regarding any student, unless an exception applies, and shall maintain the confidentiality of that information consistent with the state and federal law and regulations. For the purposes of FERPA, school officials with legitimate educational interests shall include both GPO and GPA administrators, supervisors, teachers, support staff members (including health or medical staff and law enforcement unit personnel), board members, volunteers, contractors, or a student, parent or other volunteer assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

COMPENSATION/BILLING

GPA shall compensate GPO for the professional services identified in Attachment A as set forth in Attachment B. The services identified in Attachment A, and the compensation for services set forth in Attachment B may be amended at any time in writing by mutual agreement by the parties to this Agreement.

GPO will submit a monthly statement of professional services rendered to GPA for payment, which shall be approved at its next regularly scheduled meeting.

PROFESSIONAL SERVICES

The services rendered pursuant to this Agreement will be provided by individuals who are duly qualified to perform the services, or supervised by a qualified individual in accordance with applicable professional standards.

BACKGROUND CHECKS

All employees of both parties to this Agreement who come into contact with students shall have been subject to a criminal background check as that required by Idaho Code Section 33-130 and policies of GPO, and will have been determined to not have a criminal background inconsistent with working with children.

INSURANCE AND LIABILITY

Both parties to this Agreement shall indemnify and hold harmless the other party from any liability, including, but not limited to, costs, expenses, and attorney fees, resulting from the performance of the services provided under this Agreement. Both parties shall maintain insurance as required by law.

ASSIGNMENT

This Agreement shall not be subject to assignment, in whole or in part, by either party to this Agreement, or by operation of law, so as to authorize any entity other than GPO, or its employees, to assume the duties subject to this Agreement without prior written consent.

SUCCESSORS AND ASSIGNS

This Agreement is binding upon, and inures to the benefit of, successors and permitted assigns to the Agreement.

AMENDMENT

This Agreement may be amended at any time with the prior written, mutual consent of both parties. Any and all amendments to this Agreement shall be in writing.

TERMINATION

This Agreement may be terminated, without cause, by either party, thirty (30) days after providing written notice of the intent to terminate to the other party.

Additionally, either party to this Agreement may immediately terminate this Agreement, upon written notice, in the event that funding for either GPA's program or GPO's program is no longer available.

DEFAULT

Upon default by either party, the non-defaulting party may, upon written notice, cancel this Agreement immediately and may pursue any and all available legal and equitable remedies. The defaulting party shall be liable for any and all expenses that are incurred by the non-defaulting party as a result thereof, including, but not limited to, procuring substitute performance, legal fees, and other losses incurred due to the default.

TIME OF PERFORMANCE

Time is of the essence in this Agreement; therefore, all times for performance of the obligations, as stated herein, shall be strictly complied with by the parties.

NON-WAIVER BREACH

The failure of either party to this Agreement to insist upon strict performance of any of the terms of this Agreement, or to exercise any option herein conferred in any or all instances, shall not constitute a waiver or relinquishment of any such term, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of GPO or GPA

NON-DISCRIMINATION

The parties hereby agree that no person shall be excluded from, denied participation in, or otherwise subjected to discrimination on the grounds of race, color, creed, national origin, sex, age, or disability in performance of this Agreement.

GOVERNANCE

This Agreement shall be governed by the laws of the State of Idaho. Both parties to this Agreement shall, at all times, comply with and observe all federal, state, and local laws, regulations, and ordinances that are in effect and applicable during the period of this Agreement.

ATTORNEY FEES

If either party defaults in any manner, or fails to fulfill any or all provisions of this Agreement, and if the nondefaulting party hires an attorney to exercise its rights upon such default or failure, or if the parties are involved in any litigation, including any proceedings in bankruptcy, the prevailing party shall be entitled to recover reasonable attorney fees and costs from the other party. This paragraph shall be enforceable by the parties notwithstanding any rescission, forfeiture, or other termination of this Agreement.

SEVERABILITY

Any term or provision of this agreement that is invalid or unenforceable in any situation in any jurisdiction (1) will be deemed modified to reflect the intent of the parties, determined by reference to the invalid or unenforceable term or provision, to the greatest extent permissible; and (2) will not affect the validity or enforceability of the remaining terms and provisions of this Agreement, or the validity or enforceability of the offending term or provision in any other situation or jurisdiction.

CONSTRUCTION

This Agreement is to be construed as the joint and equal work product of each party, and may not be interpreted more or less favorably in respect to either party on account of its preparation or drafting.

COMPLETE STATEMENT OF TERMS

This Agreement constitutes the entire agreement between the parties hereto, and shall supersede all previous oral or written proposals, negotiations, commitments, and all other communications between the parties. This Agreement may not be released, discharged, or modified except by an instrument in writing, signed by the duly authorized representatives of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on this ____ day of _____ 20____.

Board Chairman, Gem Prep: Online, LLC

Director, Gem Prep: Ammon, LLC,

Date Approved by Board of Directors

ATTACHMENT A

Professional Services:

GPO agrees to provide the following professional services:

- a. Support the charter application process and the GPA's start-up process;
- b. Provide comprehensive program design, including curriculum development and implementation, instructional oversight, the development, administration, and analysis of diagnostic assessments, and the oversight, measurement, and management of school quality;
- c. Find an adequate Facility and coordinate financing and the completion of major repairs;
- d. Assist with fundraising;
- e. Provide a qualified director to oversee the provision of professional services;
- f. Recruit staff, including the principal, teachers, and administrators and make personnel recommendations to the Board of Directors;
- g. Provide professional development training for teachers, administrators and staff;
- h. Prepare a budget for the Board of Directors to consider and provide monthly financial statements for the Board's review;
- i. Provide payroll and bookkeeping services;
- j. Recommend an auditor and serve as a liaison with the auditor;
- k. Coordinate purchasing;
- l. Oversee the provision of special education services and accommodations pursuant to the Individuals with Disabilities Education Act and Section 504 of the Rehabilitation Act of 1973;
- m. Oversee the operations of GPA and make recommendations to the Board of Directors, as appropriate, regarding facility and ground maintenance, student transportation, food services, policy development, and all other matters pertaining to operations;
- n. Recommend and manage benefits plans for GPA employees selected by the Board of Directors;
- o. Provide human resource services and maintain GPA employee files

- p. Facilitate GPA's purchase and procurement of information technology equipment and services, and provide certain computer and information technology support to the school, including troubleshooting, website and network design, and completion of the E-Rate application;
- q. Complete required State, Federal and State Department of Education reports, including, but not limited to the GPA's SDE annual financial report;
- r. Facilitate student recruitment;
- s. Provide marketing and advocacy for GPA.
- t. Provide an annual report to the Board of Directors indicating the services provided to GPA.

DRAFT

ATTACHMENT B

Compensation for Professional Services:

- GPA shall fully reimburse GPO for any expenditures made on its behalf.
- GPO shall be authorized to access GPA's accounts to make any and all payments for GPA expenditures.
- Up to ten percent (10%) of funds received from the Idaho Department of Education through the state funding formula shall be utilized to pay for the professional services provided to GPA.

DRAFT

Board of Trustees Code of Ethics

The Gem Prep Board of Trustees recognizes its role as overseers of public education and are committed to the following code of ethics. As a board member, I will:

Commitments & Appropriate Governance Practices

1. Remember always that my first and greatest concern must be the educational welfare of the students attending Gem Prep;
2. Take no private action that will compromise the Board or administration, and I will respect the confidentiality of information that is privileged under applicable law;
3. Commit to support whistleblowers and constituents as set forth in the official Board Conflict of Interest Policy;
4. Support the employment of those persons best qualified to serve as school staff and insist on a regular and impartial evaluation of all staff;

Financial Responsibility & Oversight Expectations


5. Recognize that the Board's function is the provision of education and strive to maintain a balance between fiscal responsibility and accountability for academic results;
6. Avoid being placed in a position of conflict of interest and refrain from using my Board position for personal partisan gain; adhere to Board policy regarding acceptance of gifts;
7. Make every effort to establish financial practices and reporting that result in accuracy and transparency; prioritizing spending with consideration given to the school's mission, vision and educational program goals;
8. Participate in fundraising activities as deemed necessary and appropriate by the Board;

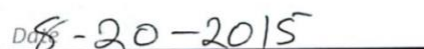
Policy Development

9. Render all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
10. Recognize that I should endeavor to make policy decisions only after full discussions at publicly held Board meetings; Recognize that all Board decisions can only be transacted at official Board meetings with the Board as a whole and not as individual members;
11. Work with other Board members to establish effective Board policies and to delegate authority for the administration of the school to the director; periodically review policies, evaluating effectiveness and impact on school operations and performance and alignment with applicable laws, rules and regulations;

Conduct, Meetings & Development

12. Attend regularly scheduled Board meetings insofar as possible and become informed concerning the issues to be considered at those meetings;
13. Inform myself about current educational issues by individual study and thorough participation in programs providing needed information, such as those sponsored by my state and national school boards associations;
14. Encourage the free expression of opinions by all Board members and seek systematic communications between the Board and students, staff, and elements of the community;
15. Support the cohesiveness in the School's culture and will not speak against any final decision reached by the Board in good faith.

Signature Dennis Turner

Date 8-20-2015

Gem Innovation Schools of Idaho, Inc.

Board Member Agreement, Code of Ethics, Conflict of Interest

Board Member Agreement

- I understand that as a member of the Board of Directors of Gem Innovation Schools I have a legal and ethical responsibility to ensure that the organization does the best work possible in pursuit of its goals. I believe in the purpose and the mission of the organization, and I will act responsibly and prudently as its steward.
- I have read, understand, and am willing to comply with the Board of Directors Job Description, Board Handbook, and the Individual Performance Expectations that outline my responsibilities to the Board.
- If I ever find myself in a situation where I am unable to fulfill these expectations I will resign from the Board.
- The Board of Directors recognizes its role as overseers of public education and are committed to the following code of ethics.

Code of Ethics

Ref. Board Policy 1600

As a member of the GIS Board of Directors, I will strive to improve public education, and to that end I will:

1. Work diligently to build and maintain a relationship of trust and respect with other board members, the school administrative director, staff, students, parents, and the community;
2. Attend regularly scheduled board meetings insofar as possible and become informed concerning the issues to be considered at those meetings;
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5. Encourage the free expression of opinions by all board members and seek systematic communications between the board and students, staff, and elements of the community;
6. Work with other board members to establish effective board policies and to delegate authority for the administration of the schools to the school administrative director;
7. Communicate to other board members and the school administrative director expressions of public reactions to board policies and school programs;
8. Inform myself about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by my state and national school boards association;
9. Support the employment of those persons best qualified to serve as school staff and insist on a regular and impartial evaluation of all staff;
10. Avoid being placed in a position of conflict of interest and refrain from using my board position for personal or partisan gain;
11. Take no private action that will compromise the board or administration and respect the confidentiality of information that is privileged under applicable law;
12. Remember, always, that my first and greatest concern must be the educational welfare of the students attending the public schools.

Gem Innovation Schools of Idaho, Inc.

Board Member Agreement, Code of Ethics, Conflict of Interest**Conflict of Interest**

Ref: Board Policy #1610

Board members shall serve without compensation, but may be reimbursed for any necessary expenses incurred by them in performing their duties as members of the Board. Any contract with the school involving a member of the Board, or the Board member's family, shall be approved by the full Board with the interested member abstaining. Each Board member is responsible to make known to the Board any circumstances that could involve a potential conflict of interest. Salary and other remuneration received from the school by ex-officio Board members shall not be considered a conflict of interest for the purposes of this policy. However, ex-officio members shall abstain from votes involving the level of such remuneration. (Full board policy #1610 may be viewed through BoardDocs.)

I have read, understand, and agree to comply with the Code of Ethics and Conflict of Interest policies as a member of the Board of Directors of Gem Innovation Schools.

Member, Board of Directors

Barb Femreite

PRINT NAME

Barbara A Femreite

SIGNATURE

DATE: 10-23-2020

REV 12/13/2019

Board Member Agreement, Code of Ethics, Conflict of Interest

Code of Ethics

Ref. Board Policy 1600

As a member of the GIS Board of Directors, I will strive to improve public education, and to that end I will:

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Gem Innovation Schools of Idaho, Inc.

Board Member Agreement, Code of Ethics, Conflict of Interest

Conflict of Interest

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I have read, understand, and agree to comply with the Code of Ethics and Conflict of Interest policies as a member of the Board of Directors of Gem Innovation Schools.

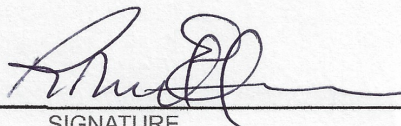
Board Member Agreement

- I understand that as a member of the Board of Directors of Gem Innovation Schools I have a legal and ethical responsibility to ensure that the organization does the best work possible in pursuit of its goals. I believe in the purpose and the mission of the organization, and I will act responsibly and prudently as its steward.
- I have read, understand, and am willing to comply with the Board of Directors Job Description, Board Handbook, and the Individual Performance Expectations that outline my responsibilities to the Board.
- If I ever find myself in a situation where I am unable to fulfill these expectations I will resign from the Board.
- The Board of Directors recognizes its role as overseers of public education and are committed to the following code of ethics.

Member, Board of Directors

ROBERT LEE

PRINT NAME



SIGNATURE

DATE: 26 Aug 21

REV. 12/13/2019

Board of Trustees Code of Ethics

The Board of Trustees recognizes its role as overseers of public education and are committed to the following code of ethics. As a board member, I will:

Commitments & Appropriate Governance Practices

1. Remember always that my first and greatest concern must be the educational welfare of the students attending Gem Innovation Schools;
2. Take no private action that will compromise the Board or administration, and I will respect the confidentiality of information that is privileged under applicable law;
3. Commit to support whistleblowers and constituents as set forth in the official Board Conflict of Interest Policy;
4. Support the employment of those persons best qualified to serve as school staff and insist on a regular and impartial evaluation of all staff;

Financial Responsibility & Oversight Expectations

5. Recognize that the Board's function is the provision of education and strive to maintain a balance between fiscal responsibility and accountability for academic results;
6. Avoid being placed in a position of conflict of interest and refrain from using my Board position for personal partisan gain; adhere to Board policy regarding acceptance of gifts;
7. Make every effort to establish financial practices and reporting that result in accuracy and transparency; prioritizing spending with consideration given to the school's mission, vision and educational program goals;
8. Participate in fundraising activities as deemed necessary and appropriate by the Board;

Policy Development

9. Render all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
10. Recognize that I should endeavor to make policy decisions only after full discussions at publicly held Board meetings; Recognize that all Board decisions can only be transacted at official Board meetings with the Board as a whole and not as individual members;
11. Work with other Board members to establish effective Board policies and to delegate authority for the administration of the school to the director; periodically review policies, evaluating effectiveness and impact on school operations and performance and alignment with applicable laws, rules and regulations;

Conduct, Meetings & Development

12. Attend regularly scheduled Board meetings insofar as possible and become informed concerning the issues to be considered at those meetings;
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14. Encourage the free expression of opinions by all Board members and seek systematic communications between the Board and students, staff, and elements of the community;
15. Support the cohesiveness in the School's culture and will not speak against any final decision reached by the Board in good faith.

Signature

Date

Board Member Agreement, Code of Ethics, Conflict of Interest**Board Member Agreement**

- I understand that as a member of the Board of Directors of Gem Innovation Schools I have a legal and ethical responsibility to ensure that the organization does the best work possible in pursuit of its goals. I believe in the purpose and the mission of the organization, and I will act responsibly and prudently as its steward.
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Code of Ethics*Ref. Board Policy 1600*

As a member of the GIS Board of Directors, I will strive to improve public education, and to that end I will:

1. Work diligently to build and maintain a relationship of trust and respect with other board members, the school administrative director, staff, students, parents, and the community;
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12. Remember, always, that my first and greatest concern must be the educational welfare of the students attending the public schools.

Board Member Agreement, Code of Ethics, Conflict of Interest**Conflict of Interest***Ref: Board Policy #1610*

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I have read, understand, and agree to comply with the Code of Ethics and Conflict of Interest policies as a member of the Board of Directors of Gem Innovation Schools.

Member, Board of Directors

Terry Ryan
PRINT NAME
DATE: 7-26-2022


SIGNATURE

REV. 12/13/2019

Gem Innovation Schools of Idaho, Inc.

Board Member Agreement, Code of Ethics, Conflict of Interest

Board Member Agreement

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Code of Ethics

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8. Inform myself about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by my state and national school boards association;
9. Support the employment of those persons best qualified to serve as school staff and insist on a regular and impartial evaluation of all staff;
10. Avoid being placed in a position of conflict of interest and refrain from using my board position for personal or partisan gain;
11. Take no private action that will compromise the board or administration and respect the confidentiality of information that is privileged under applicable law;
12. Remember, always, that my first and greatest concern must be the educational welfare of the students attending the public schools.

Gem Innovation Schools of Idaho, Inc.

Board Member Agreement, Code of Ethics, Conflict of Interest

Conflict of Interest

Ref: Board Policy #1610

Board members shall serve without compensation, but may be reimbursed for any necessary expenses incurred by them in performing their duties as members of the Board. Any contract with the school involving a member of the Board, or the Board member's family, shall be approved by the full Board with the interested member abstaining. Each Board member is responsible to make known to the Board any circumstances that could involve a potential conflict of interest. Salary and other remuneration received from the school by ex- officio Board members shall not be considered a conflict of interest for the purposes of this policy. However, ex- officio members shall abstain from votes involving the level of such remuneration. *(Full board policy #1610 may be viewed through BoardDocs.)*

I have read, understand, and agree to comply with the Code of Ethics and Conflict of Interest policies as a member of the Board of Directors of Gem Innovation Schools.

Member, Board of Directors

Emmett Wemp

PRINT NAME

[Signature]

SIGNATURE

DATE: 1/2/20

REV 12/13/2019

2022 Spring ISAT Percent Proficiency:

| | GIS | State |
|-------------|------------|--------------|
| ELA | 69% | 55% |
| Math | 55% | 44% |

| | GPM | State |
|-------------|------------|--------------|
| ELA | 76% | 55% |
| Math | 57% | 41% |

| | GPMN | State |
|-------------|-------------|--------------|
| ELA | 79% | 55% |
| Math | 69% | 41% |

| | GPP | State |
|-------------|------------|--------------|
| ELA | 52% | 55% |
| Math | 41% | 41% |

| | GPN | State |
|-------------|------------|--------------|
| ELA | 51% | 55% |
| Math | 42% | 41% |

2021-2022 NWEA MAP Growth % ile

| | GPM | GPP | GPN | GPMN | GIS |
|-------------|------------|------------|------------|-------------|------------|
| Math | 40% | 40% | 43% | 84% | 52% |
| ELA | 49% | 13% | 31% | 52% | 36% |

2021-2022 NWEA MAP Proficient % ile

| | GPM | GPP | GPN | GPMN | GIS |
|-------------|------------|------------|------------|-------------|------------|
| ELA | 80% | 57% | 56% | 93% | 72% |
| Math | 77% | 59% | 52% | 93% | 70% |

2022 Spring ISIP

| | GPM | GPP | GPN | GPMN | GIS | State |
|------------|------------|------------|------------|-------------|------------|--------------|
| IRI | 85% | 72% | 66% | 80% | 76% | 68% |

PIPER | SANDLER

800 NICOLLET MALL, SUITE 900
MINNEAPOLIS, MN 55402
P 612 303-6618
Piper Sandler & Co.
Since 1895. Member SIPC and NYSE.

October 24, 2022

Preliminary Financial Commitment

Josh Femreite, Chief Growth Officer
Gem Innovation Schools
PO Box 86
Deary, ID 83823

Dear Mr. Femreite,

Piper Sandler & Co. ("Piper Sandler") is pleased to present this preliminary financial commitment sheet, which outlines a proposed financing structure for funding the development, design, and construction of a school facility to be located in Ammon, Idaho.

| Senior Debt Structure | Tax-Exempt Bonds | | Bank Loan |
|------------------------------------|--|--|----------------------|
| Borrower | Gem Prep: Ammon, LLC | | Gem Prep: Ammon, LLC |
| Issuer | Idaho Housing and Finance Authority | | N/A |
| 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 | 4-7 year option | 2-5 year option | |
| Capitalized Interest | Construction period (12 months) | | |
| Issue Date | Late 2023 or 2024 | | |
| 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 ratio exceed 1.2x | TBD | |
| Financial Covenants | <ul style="list-style-type: none">• 30 Days Cash on Hand, increasing to 45 over time• 1.1x Debt Service Coverage Ratio, or 1.0x if DCOH>75 | <ul style="list-style-type: none">• 45 DCOH• 1.1x Debt Service Coverage Ratio | |
| Underwriter / Placement Agent | Piper Sandler & Co. | | Piper Sandler & Co. |
| Trustee | Zions | | N/A |

PIPER | SANDLER

Prior to Funding

Once Gem Prep Ammon has an approved charter, Piper Sandler can execute on a financing for the Borrower to successfully open the charter school, subject to standard due diligence and market conditions. Absent removal of conditions, financing will have significant headwinds.

Experience of Gem Innovation Schools

Gem Innovation Schools has a demonstrated track record of successfully opening charter schools with financial and academic results. This provides investors and banks with the confidence needed to finance the Gem Prep Ammon campus. Below is a quick summary of relevant metrics;

Historic Enrollment - Brick and Mortar Campuses

| | 2018-19 | 2019-20 | 2020-21 | 2021-22 | 2022-23 |
|--------------------------|------------|--------------|--------------|--------------|--------------|
| Gem Prep: Meridian | 269 | 379 | 468 | 488 | 450 |
| Gem Prep: Nampa | 363 | 437 | 425 | 457 | 462 |
| Gem Prep: Pocatello | 184 | 318 | 414 | 439 | 471 |
| Gem Prep: Meridian North | 0 | 0 | 0 | 222 | 403 |
| Gem Prep: Meridian South | 0 | 0 | 0 | 0 | 201 |
| Total | 816 | 1,134 | 1,307 | 1,606 | 1,987 |

Historic Financials – Brick and Mortar Campuses

Lease Adjusted Debt Service Coverage

| | 2018-19 | 2019-20 | 2020-21 | 2021-22 |
|--------------------------|---------|---------|---------|---------|
| Gem Prep: Meridian | 1.04x | 2.24x | 3.20x | 2.09x |
| Gem Prep: Nampa | .98x | 1.13x | 2.01x | 2.02x |
| Gem Prep: Pocatello | 2.16x | 1.11x | 1.77x | 1.83x |
| Gem Prep: Meridian North | N/A | N/A | N/A | 1.26x |

Days Cash on Hand

| | 2018-19 | 2019-20 | 2020-21 | 2021-22 |
|--------------------------|---------|---------|---------|---------|
| Gem Prep: Meridian | 78 | 93 | 175 | 262 |
| Gem Prep: Nampa | 98 | 100 | 141 | 193 |
| Gem Prep: Pocatello | 236 | 120 | 127 | 186 |
| Gem Prep: Meridian North | N/A | N/A | N/A | 48 |

Historic Academics – Brick and Mortar

2022 ISAT Proficiency %

| | ELA | Math |
|-------------------------|-----|------|
| State of Idaho | 55% | 41% |
| Gem Prep: Meridian | 76% | 57% |
| Gem Prep: Nampa | 51% | 42% |
| Gem Prep: Pocatello | 52% | 41% |
| Gem Prep Meridian North | 79% | 69% |

PIPER | SANDLER

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 Gem Prep Ammon. 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

Gem Prep Ammon

By 

Name Bryan Fletcher

Its CFO



October 31, 2022

Jason Bransford, Executive Director

Gem Prep: Ammon
PO Box 86
Deary, ID 83823

Dear Mr. Bransford:

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 \$4,125,000 (the "Loan") for the acquisition of 4.5 acres and development of a 45,000 SF school facility at 3345 E Greenwillow Ln, Ammon, 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: | Gem Prep: Ammon, LLC or other acceptable real property holding entity |
| School/Tenant: | Gem Prep: Ammon, LLC |
| Project: | Gem Prep: Ammon |
| Purpose: | To provide Subordinate debt financing for the acquisition of 4.5 acres and development of a 45,000 SF facility at 3345 E Greenwillow Ln, Ammon, ID. |
| Senior Lender Requirement: | Borrower shall secure a senior loan commitment for up to \$9,625,000 or 70% 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 \$4,125,000 |
| 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 |



| | |
|--|--|
| | 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. |



| | |
|------------------------------|--|
| 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"> • AIA 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. |



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 by Gem Prep: Ammon, LLC:

Name: _____

Title: _____

Date: _____



December 16, 2022

Josh Femreite, Chief Growth Officer
GEM Prep – Ammon, LLC
PO Box 86
Deary, ID 83823

RE: Expression of interest in underwriting and obtaining credit approval.

Dear Mr. Femreite:

Umpqua Bank (“Umpqua Bank”) would like to express its interest in underwriting and obtaining credit approval for the following loan(s) for GEM Prep – Ammon, LLC on the terms and conditions outlined below.

Preface: Umpqua Bank’s expression of interest in underwriting and obtaining credit approval for the Credit Facility is for discussion purposes only and does not constitute a commitment from Umpqua Bank. Any commitment to lend that we might make is subject to the fulfillment of a number of conditions that include, but are not limited to, our normal credit approval process, an in-depth investigation of the Loan Purpose, Borrower, Charter Approval, and Collateral, the results of which are deemed satisfactory to Umpqua Bank, in our sole discretion.

Borrower: GEM PREP – AMMON, LLC

Term Loan

Loan Purpose: Provide senior term loan financing for the development of a 45,000 SF school facility at 3345 E Greenwillow Ln, Ammon, ID (“the Property”), with an aggregate total project cost of approximately \$13.7 million.

Collateral: Umpqua Bank will have a perfected first priority security interest in the real property and improvements known as GEM Prep Ammon, located at 3345 E Greenwillow Ln, Ammon, ID (the “Subject Property”), senior revenue pledge from the Borrower and senior security interest in intercept of Idaho State Apportionment funds, received by the Borrower.

Loan To Value: Subject to maximum Loan to Value of 60% LTV, based on ‘As Completed’ appraised value.

Loan Term: 5 to 15 years

Amortization: 15 to 25 Years

Appraisal: Umpqua Bank shall acquire, at the borrower’s expense, a FIRREA compliant appraisal to be reviewed and accepted by Umpqua Bank in its sole discretion prior to closing of this facility.

Environmental Review: Closing of the loan and/or advancement of funds will be contingent upon Umpqua Bank's approval of a Phase I environmental report or additional reports as may be required by the findings of the Phase I report. Borrower shall provide any additional environmental reports, questionnaires, certificates or audits as Umpqua Bank may request.

Extensions/ Conditions:

- Additional Debt not permitted without the prior consent of senior lender and lending partners.
- Construction monitoring to be reviewed by Umpqua Bank Construction Lending Department to determine formal monitoring requirements.
- Monthly construction progress reporting.

Repayment Terms: Payments of principal and interest payable monthly, upon project stabilization with the balance of principal and interest due and payable in full on the Maturity Date.

Draw Period: Permitted, during the construction phase, with a maximum period of 12 months.

Prepayment: TBD, based on term – at a minimum of a 3-year prepayment penalty.

Loan Fee(s): Waived due to over-all banking relationship with Umpqua Bank.

Secondary Financing: Not allowed without Umpqua Bank's consent in its sole discretion.

Title Insurance: Borrower will provide an extended mortgagee's title policy issued by a title insurance company satisfactory to Umpqua Bank, insuring Umpqua Bank's lien position with respect to the Collateral, with no other liens or encumbrances except those accepted in writing by Umpqua Bank.

Insurance: Fire and extended coverage insurance must be provided, including evidence of liability and rent loss coverage, naming Umpqua Bank as loss payee. Flood Hazard insurance will be required if the property is determined to be in a designated Special Flood Hazard Area.

Documentation:

Loan documents will be prepared by an attorney selected by Umpqua Bank. Borrower will pay all legal fees for documenting this transaction.

Banking Relationship: The borrower will maintain a depository relationship with Umpqua Bank that will be maintained throughout the term of the Credit Facility. To be defined further upon final credit approval.

Reporting Requirements: Periodic financial and Collateral reporting by the Borrower, as well as covenants and conditions that are appropriate for a Credit Facility of the scope and nature as proposed herein will be determined as part of Umpqua Bank's normal underwriting and approval process.

- Annual audited financial statements and enrollment statistics
- Annual operating budget and enrollment projections
- Compliance certificate confirming satisfaction of the Financial Covenants
- Quarterly management- prepared financial statements
- Borrower's annual academic performance results as provided to the Charter Authorizer

Financial Covenants: The following covenants will be tested annually upon receipt of annual audit:

- Debt Service Coverage Ratio at or above 1.10x
- Minimum 45 Days Cash on Hand
- Other covenants to be determined in the course of underwriting

Additional Conditions

Without limitation, Borrower shall reimburse Umpqua Bank for all out-of-pocket expenses (e.g., attorney fees, title insurance fees, travel costs, examination expenses, filing fees, and other customary charges) incurred in connection with the Credit Facility proposed herein regardless of if this transaction is approved, closes or is funded.

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 Umpqua Bank. This preliminary commitment does not represent an obligation of any kind on the part of Umpqua Bank.

By signing below:

- Acknowledge that Umpqua Bank's expression of interest in underwriting and obtaining credit approval for the described Credit Facility is for discussion purposes only and is a general, non-binding expression of interest on the part of Umpqua Bank.
- Certify that any and all information presented to Umpqua Bank for its underwriting and obtaining credit approval for Credit Facility is and will be correct and complete.
- Authorize Umpqua Bank, either directly or through any agent, to investigate their respective credit, background and employment status and to inspect and review the proposed Collateral. Umpqua Bank may share this information with our affiliates unless you provide a written request to not share that information in accordance with Umpqua Bank's privacy procedures.

I look forward to your review and response. If you wish to have me pursue approval of the Credit Facility, please sign and return the enclosed copy of this letter to my attention.

Regards,

Vanessa Ryan
SVP, Relationship Manager
Charter School Specialist

Please pursue underwriting and approval of a commitment for the described Credit Facility.

Borrower

By: _____

Printed Name: _____

Title: _____

Date: _____



GEM INNOVATION SCHOOLS

DEARY BUSINESS OFFICE
PO BOX 86, 600 SOUTH AVENUE
DEARY, ID 83823
800.871.5057 / 208.877.1513

December 12, 2022

To: Idaho Public Charter School Commission

Re: Gem Prep Ammon

Good afternoon,

Please accept this letter as a response to the second concern expressed in Section II Financial and Facilities Plan of the Commission's reply to the Gem Prep Ammon Charter application. The concern shared is:

The petition does not include documentation of the anticipated funding from Gem Innovation Schools Foundation. Please reconcile.

As part of the financial plan and funding associated with the start up of the Gem Prep Ammon School, the Gem Innovations School Foundation has set aside \$1,000,000 to cover costs associated with preconstruction expenses including property acquisition. The Foundation has sufficient reserves to provide this set aside while still covering the financial commitments made to other schools in the 23-24 and 24-25 school years.

The funds that are set aside and spent on pre-construction will serve as a bridge between now and the time when financing is procured. The Foundation will be reimbursed for the committed funds from the school's financing package once completed.

Additionally, the Gem Prep Ammon School charter lists in the Financial Summary Operational Budget tab \$400,000 in each of the first two years of its operations for a collective \$800,00 under the Revenues section: Contributions/Donations. While these funds will come from the Gem Innovation Schools Foundation, the contributions associated with these funds are forecasted to come from a request that will be made to the J.A. and Kathryn Albertson Family Foundation (JKAF).



GEMPREP.ORG





GEM INNOVATION SCHOOLS

DEARY BUSINESS OFFICE
PO BOX 86, 600 SOUTH AVENUE
DEARY, ID 83823
800.871.5057 / 208.877.1513

The Gem Prep Team will make a request to JKAF for Gem Prep Ammon School support in the second half of 2023 or early 2024.

This is the same model that we have used in the construction of Gem Prep Meridian North, Gem Prep Meridian South, and currently Gem Prep Twin Falls.

If you have any questions, please do not hesitate to let us know.

Sincerely,

Bryan Fletcher

CFO

Gem Innovation Schools Foundation



GEMPREP.ORG





Petition Evaluation Report
Gem Prep: Ammon LLC
November 30th, 2022

Idaho Public Charter School Commission

514 W. Jefferson Street, Suite 303

Boise, Idaho 83702

Phone: (208)332-1561

pcsc@osbe.idaho.gov

Alan Reed, Chairman

Jenn Thompson, Director

November 30th, 2022

Petition Review Summary

Gem Prep Ammon (GPA) proposes to serve 574 students in grades K-12 at capacity, with a total enrollment capacity of 676 students to allow for potential future growth beyond the initial performance certificate term. If approved, this will be the seventh replication school governed by this board of directors and managed by the Gem Prep Innovations management team. The team also oversees a virtual school. GPA is seeking to open in 2024.

The GPA petition evidences the team's commitment to serving all students through a focus on high-quality operational programs and data-driven academic instruction. The school's financial plan is grounded in secured funding and verifiable assumptions. Additionally, there appears to be sufficient demand for a blended model in the Ammon community.

The structure of the school allows it to benefit from other schools in the Gem Prep network, including the use of virtual classes so that students may benefit from teachers physically located at other Gem Prep schools.

Summary of Section Ratings

| |
|---|
| Section 1: Educational Program ↓↓ |
| Meets Standard |
| Section 3: Board Capacity and Governance Structure ↓↓ |
| Meets Standard |
| Section 5: School Leadership and Management ↓↓ |
| Meets Standard |

| |
|--|
| Section 2: Financial & Facilities Plan ↓↓ |
| Approaches Standard |
| Section 4: Student Demand & Primary Attendance Area ↓↓ |
| Meets Standard |
| Section 6: Virtual Schools ↓↓ |
| Meets Standard |

Section I: Educational Program:

Standard Rating: Meets Standard

Comments

GPA will use a blended learning instructional model that has produced positive academic outcomes in other schools the board oversees. This model utilizes data rich virtual curriculum to supplement face-to-face instruction and small group support.

Strengths:

- High academic outcomes at other operational schools.
- Innovative blended learning program design with thorough schedule samples.
- Significant use of data to inform instructional decisions.
- Blended learning flexible model that allows students to alter between face-to-face or supervised virtual instructional methods.

Concerns:

- There are no significant concerns with this section.

Section II: Financial and Facilities Plan

Standard Rating: Approaches Standard

Comments

The school's business manager is experienced with effectively implementing this model in Idaho. The budget reflects revenues and expenditures based on actual operating costs of other Gem Prep schools for FY21.

A preliminary financial commitment letter from Piper Sandler for an estimated \$10 million dollars for facility costs is included in the petition (page 127). A preliminary term sheet from Building Hope Finance in the amount of \$4,125,000 for additional facility debt financing is included (page 130). GPA will receive an \$800,000 grant (\$400,000 year one, \$400,000 year two) from Gem Innovation Schools Foundation, the foundation supporting Gem Prep schools.

The school intends to build a new facility in Ammon. As this is the school's fourth new build, the costs and timelines are more predictable.

Strengths:

- The management team is well experienced in Idaho charter school finance.
- The enrollment projections have been met at all other Gem Prep schools.
- The school's design is based on already existing school models in the Gem Prep network.

Concerns:

- Letters of support (page 127, 130) from Piper Sandler and Building Hope Finance, respectively, do not demonstrate actual funding specific to GPA. Please provide documentation on the status of these arrangements.
- The petition does not include documentation of the anticipated funding from Gem Innovation Schools Foundation. Please reconcile.

Section III: Board Capacity and Governance Structure

Standard Rating: Meets Standard

Comments

The board is comprised of seven individuals, each with varied backgrounds that collectively provide expertise in areas pertinent to charter school governance. The board currently oversees seven approved charter schools in the state of Idaho (one of which is not yet operational).

The board has experience working with the proposed model, and is capable of providing high quality academic, operational, and financial oversight. This board's past performance evidences their ability to successfully guide a network of schools to accomplishing a shared mission.

Strengths:

- The board is experienced and currently governs 7 other schools in Idaho. 1 is a statewide virtual school, the other 6 are replications of the proposed model. GPP, GPM, GPMN and GPMS are currently operational PCSC schools. GPN is a currently operational Nampa School District authorized charter school. GPTF is a PCSC school approved to open in 2022.

Concerns:

- There are no significant concerns with this section.

Section IV: Student Demand and Primary Attendance Area

Standard Rating: Meets Standard

Comments

GPA will be located in a highly populated area with many prospective students. The primary attendance area is located in Bonneville Joint School District 91, and there are two charter schools in the immediate area. The yield rate for FY22 in BJSD 91 is 7.53%.

There are also four schools in the IPCSC portfolio in Idaho Falls, which immediately borders Ammon. The yield rate for FY22 in the Idaho Falls District is 11.78%. It is likely that this school would pose competition to existing IPCSC schools in the area.

Strengths:

- The design of the blended-learning program is a marketing asset to the school in a post-pandemic environment.
- The Gem Prep School Network has an experienced marketing plan used to successful meet enrollment needs.

Concerns:

- There are no significant concerns with this section.

Section V: School Leadership and Management

Standard Rating: Meets Standard

Comments

Gem Prep Ammon will utilize the management team that works under the direction of the governing board. Gem Prep: Online (GPO) provides the services of an Executive Director, a Chief Academic Officer, a Chief Financial Officer, and a Chief Operating Officer. A full service back office team (accounting and HR) and a new school launch support team are also included in the services. The team is operated in-state and has experience with several other charter schools.

In addition to the management team, GPA will share services and resources with other Gem Prep schools through the services agreement. This includes high quality special education services, meal services, instructional support services, as well as curriculum and instruction.

Strengths:

- The Gem Innovations team has been developing this management approach for the past 10 years.

Concerns:

- There are no significant concerns with this section.

Section VI: Virtual Schools

Standard Rating: Meets Standard

Comments

The school proposes a blended model. Students attend school on-site for the full school day and work through rotational stations, some virtual, some not. Virtual curriculum provides rich data to teachers who, with the support of the management team, evaluate that data and shift instruction for students as needed. The various learning management platforms used in the school are diverse, user friendly, and have proven effective in operating Gem Prep schools.

Strengths:

- The proposed model is inherently flexible and well-prepared to work face-to-face or remotely.

Concerns:

- There are no significant concerns with this section.