

Gem Prep: Idaho Falls



Charter Petition

Grades K-12

Proposed Opening: August 2025

Primary Attendance Area:

Bonneville School District

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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: Idaho Falls 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: Idaho Falls 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 H3: 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		Grade 2 Wed.	
7:30-7:55 PREP TIME		7:30-7:55 PREP TIME	
7:55 Bell		7:55 Bell	
Attendance/Pledge		Attendance/Pledge	
8:05-8:15 Competency Development		8:05-8:15 Competency Development	
8:15-9:50 ELA: STATION ROTATIONS		8:10-8:40 Library, PE, Digital Learning/Tech, Counselor	
9:50-10:10 AM Recess		8:40-9:50 ELA: STATION ROTATIONS	
10:10-11:30 MATH		9:50-10:10 AM Recess	
Whole and Small Group		10:10-11:30 MATH	
11:40 - 12:20 Recess/Lunch (40 mins)		Whole and Small Group	
12:20-1:35 ELA		11:40 - 12:20 Recess/Lunch (40 mins)	
1:35-1:55 Writing		12:20-12:50 Electives	
1:55-2:25 Library, PE, Digital Learning/Tech, Counselor		12:50-1:00 Competency Development	
2:25-2:45 Social Studies		1:00 Pack Up/Release	
2:45-3:10 Science			
3:10-3:30 Competency Development			
3:30 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 E2: 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: Idaho Falls 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 H4 Letters of Support from Piper Sandler, 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. GPIF 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. GPIF 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 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: Idaho Falls, 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: Idaho Falls(GPIF).

(Appendix C1: GIS Articles of Incorporation, C2:GIS Bylaws, C3: GPA Certificate of Organization, LLC, and GPIF Operating Agreement)

Board of Directors Responsibilities

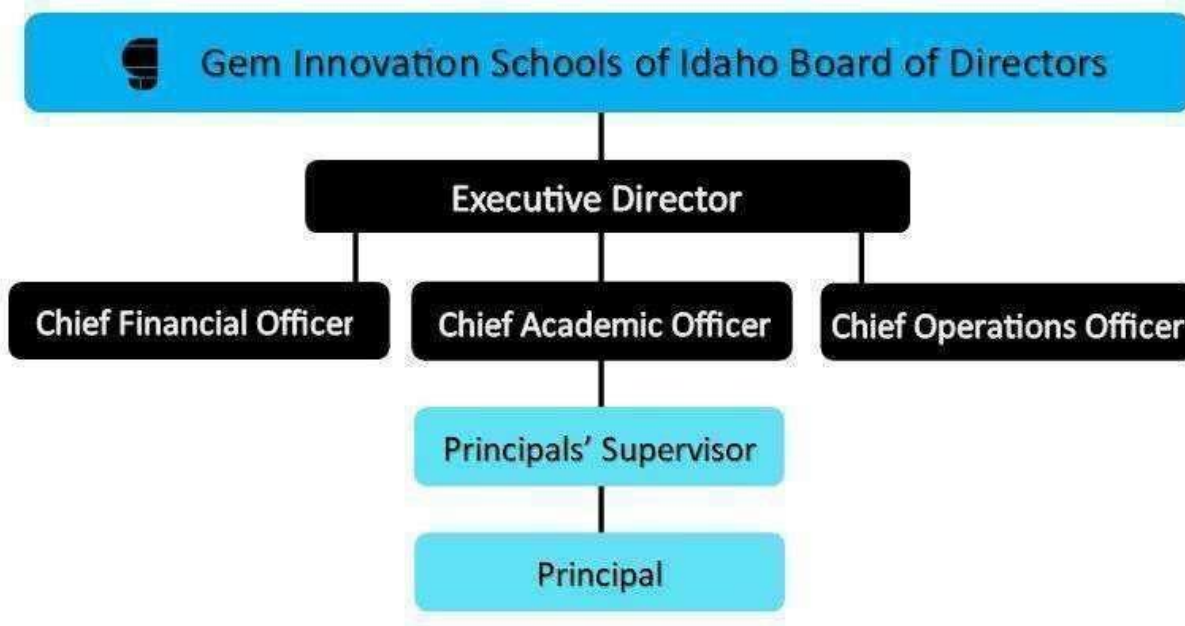
The Board will be responsible for the financial health of the school, managing the school's funds responsibly and prudently while prioritizing spending with consideration given to the school's mission, vision, and educational program goals. The Board will make every effort to establish financial practices 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 C1 & C2 Articles of Corporation & Bylaws*). Board members will commit to the ethical standards set forth in the Ethical Standards Agreement (*See Appendix H2 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 -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: Idaho Falls. 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.

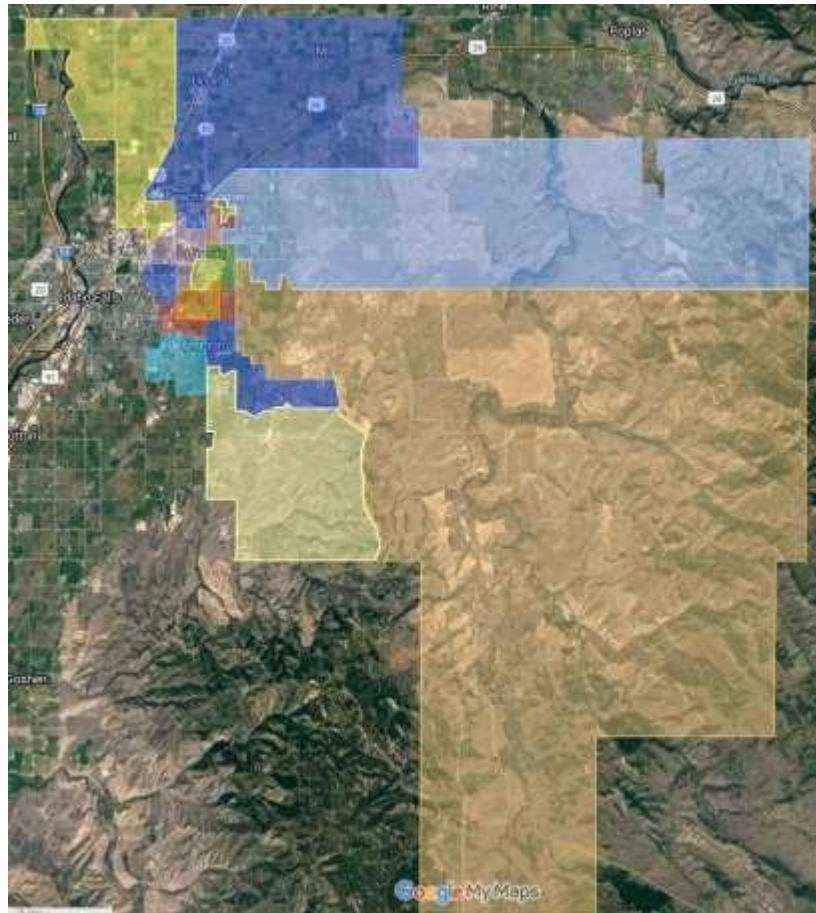
Board members identify (typically annually) their greatest needs for professional learning. Once needs are identified, the board develops a professional development plan which provides opportunities for board members to advance their expertise, and to strengthen and deepen the board as a whole. Typically, 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: [GPIF 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 G: District Notice of Intent Letter)

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 GPIF 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: Idaho Falls 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: Idaho Falls 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: Idaho Falls 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 year^{15,16}.

¹¹ [Ibid](#)

¹² [Idaho population projected to top 2 million by 2031](#)

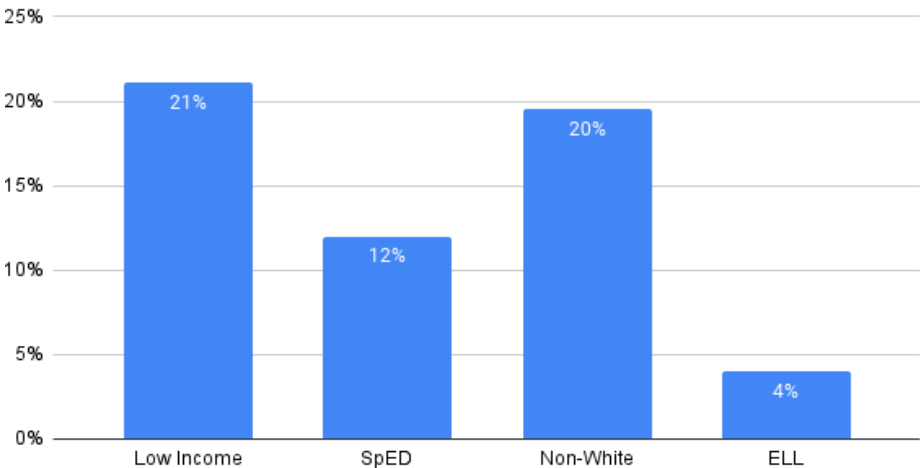
¹³ [Idaho Falls could see a population boom in the next 10 years](#)

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: Idaho Falls 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.

GPIF 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 GPIF 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 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 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—E1: School 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 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: IDAHO FALLS 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 Material			

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:

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
Special Education Subtotals	1.00	50,000.00	1.00	50,000.00	1.00	50,000.00	1.50	76,500.00	
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 Budget Year 1		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 Budget Year 1		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 paraprofessional 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 Budget	Year 1	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	of positions such as a Executive Adminitstrator, 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 Budget	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	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 Budget	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	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 utililites, 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	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	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	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 Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total
Student Enrollment Capacity	31													
Revenue														
Donations and Contributions	400,00	\$400,000.00												\$400,000.00
Loans														\$0.00
Grants														\$0.00
Entitlement	558,71		\$279,359.50			\$111,743.80			\$111,743.80			\$55,871.90		\$558,719.00
Salary and Benefit Apportionme	1,209,94		\$604,973.50			\$241,989.40			\$241,989.40			\$120,994.70		\$1,209,947.00
Transportation Allowance	84,00								\$84,000.00					\$84,000.00
Broadband e-rate Reimburseme	10,00						\$2,500.00			\$2,500.00			\$5,000.00	\$10,000.00
Local Meal Sales	24,21			\$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	23,98			\$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	59,28					\$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				\$5,000.00	\$5,000.00									\$10,000.00
IDEA	39,00			\$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	\$3,900.00	\$39,000.00
Special Distributions	356,69								\$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 GPIF 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. GPIF 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: Idaho Falls
Bouma USA 38,000 SF Construction (less predevelopment)	\$9,312,680	Gem Prep: Idaho Falls
Land Purchase	\$500,000	Gem Prep: Idaho Falls
Capitalized Interest, Closing Costs, debt service reserve fund	\$1,537,320	Gem Prep: Idaho Falls
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		
<p>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. GPIF estimates it will cost an additional \$1,740,000 to construct an approximately 6,700 sq. ft. gym</p>		

GPIF 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. GPIF used GPTF annual debt service in the budget. GPIF 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 GPIFA 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: Idaho Falls
Bouma USA 45,018 SF Construction (less predevelopment)	\$11,054,680	Gem Prep: Idaho Falls
Land Purchase	\$500,000	Gem Prep: Idaho Falls
Capitalized Interest, Closing Costs, debt service reserve fund	\$1,537,320	Gem Prep: Idaho Falls
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 GPIF receives additional philanthropy and facility support to construction the gymnasium along with the facility outlined in option 1.

FILED EFFECTIVE

2004 MAY 25 AM 8:55

ARTICLES OF INCORPORATION
Of
IDAHO DISTANCE EDUCATION ACADEMY, Inc.

SECRETARY OF STATE
STATE OF IDAHO

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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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.

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
Daryl Bertelsen
Initial Incorporator

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
 CK: 894094 CT: 172099 BH: 971520
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0154833



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

B0247-9195 05/08/2019 8:31 PM Received by ID Secretary of State Lawrence Denney

**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.

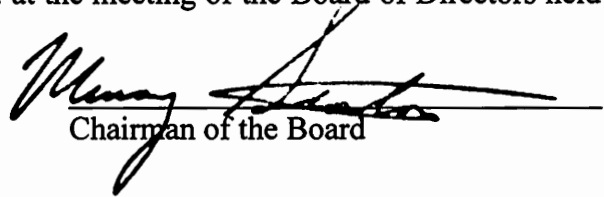
F. Interpretation of Charter

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





0004926731

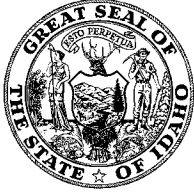


STATE OF IDAHO
 Office of the secretary of state, Lawrence Denney
CERTIFICATE OF ORGANIZATION LIMITED LIABILITY COMPANY
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$100.00

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				

B0744-3424 09/28/2022 11:36 AM Received by Office of the Idaho Secretary of State



STATE OF IDAHO

Phil McGrane | Secretary of State

Business Office

450 North 4th Street

PO Box 83720

Boise, ID 83720

Gem Prep: Idaho Falls LLC
PO BOX 86
DEARY, ID 83823-0086

June 24, 2024

Filing Acknowledgment

Please review the filing information below and notify our office immediately of any discrepancies.

File # : 4926731
Filing Name: Gem Prep: Idaho Falls LLC
Filing Type: Limited Liability Company (D)
Status: Active-Existing

Amendment Type: Amendment to Certificate
Filed Date: 06/24/2024 11:33 AM

Image # : B0920-7055

This will acknowledge the filing of the attached Amendment with a filed date as indicated above. When corresponding with this office or submitting documents for filing, please refer to the file number given above.

Phil McGrane

Idaho Secretary of State
Processed By: Business Division

Field Name	Changed From	Changed To
Filing Name	Gem Prep: Ammon LLC	Gem Prep: Idaho Falls LLC

**OPERATING AGREEMENT OF
GEM PREP: IDAHO FALLS, LLC**

**Effective as of September 16, 2022
Amended October 20th, 2022
Amended June 20, 2024**

**OPERATING AGREEMENT
OF
GEM PREP: IDAHO FALLS 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: Idaho Falls, 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 July 18, 2024.

Ayes: 3

Noes: 0

COMPANY:

Gem Prep: Idaho Falls LLC, an Idaho limited liability company

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

By: 
Dennis Turner (Sep 4, 2024 21:05 MDT)

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 July 17, 2024

Name and Address
Dennis Turner 4040 Amber Ln Pocatello, Idaho 83202
Barb Femreite 107 1st Ave. Deary, ID 83823
Mason Harper 421 Eastland Drive Twin Falls, ID. 83301
Robert Lee 5545 South 1000 East South Ogden, UT 84405
Duncan Robb 2950 W Bellomy Ln. Boise, ID 83702

BOARD OF DIRECTOR RESUMES

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 Association
AWWA Intermountain** 1986-2000
Subsection President (2 years)
<http://www.ims-awwa.org/>

EDUCATION

Michigan State University 1984
University Idaho
State University
College of Western
Idaho

PROFESSIONAL CERTIFICATES / LICENSES / AWARDS

Class I Water Distribution License
Class I Water Treatment Certificate
Boy Scouts of America Bridge Builders Award

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

Robert England Lee

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 *May 2013*
- Eugene, OR: University of Oregon, Bachelor of Arts in Political Science *Jun. 2009*

TERENCE R. RYAN

Boise, 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
7/1/15-10/1/16 Director Of School Engagement
8/01/09-2015 Engineering Education Teacher
8/01/05-2009 Technology Education Teacher

Nampa School District #131
Project Lead The Way
Nampa School District #131
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: IDAHO FALLS PETITIONING GROUP

Gem Prep: Idaho Falls 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.



Appendix E1: School Organization Chart

GEM PREP ORGANIZATIONAL CHART



Appendix E2 Leadership Team Resumes

GEM INNOVATION SCHOOLS OF IDAHO

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

RESUME: Leadership

Bryan T. Fletcher

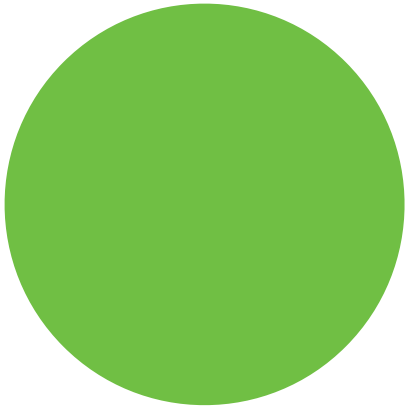
EDUCATION

- 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!

Experience

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

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 provided 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 fro Performance Standards for Mathematics
Mentor Teacher Bovill Elementary
Student Teacher Supervisor
Comprehensive Reform Team Member



Appendix E3: Characteristics of a Gem Prep School Leader

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

GEM INNOVATION SCHOOLS
OF IDAHO, INC.
PO BOX 86
DEARY, ID 83823



FAX: 208.877.1713
OFFICE: 208.877.1513
GEMPREP.ORG

**Appendix G: District
Notice of Intent
Letter**

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

GEM INNOVATION SCHOOLS
OF IDAHO, INC.
PO BOX 86
DEARY, ID 83823



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OFFICE: 208.877.1513
GEMPREP.ORG

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: Idaho Falls, LLC, operating as an Idaho public charter school (hereinafter referred to as “GPIF”).

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 GPIF. At the discretion of the parties, the Agreement may be renewed.

RELATIONSHIP OF PARTIES

In performing services under this Agreement, GPO and GPIF 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 GPIF, 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 GPIF within ten (10) working days of the date requested. Additionally, upon reasonable notice GPIF 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 GPIF 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 GPIF 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

GPIF 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 GPIF 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 GPIF'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 GPIF.

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: Idaho Falls 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 GPIF'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 GPIF 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 GPIF employees selected by the Board of Directors;
- o. Provide human resource services and maintain GPIF employee files

- p. Facilitate GPIF'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 GPIF's SDE annual financial report;
- r. Facilitate student recruitment;
- s. Provide marketing and advocacy for GPIF.
- t. Provide an annual report to the Board of Directors indicating the services provided to GPIF.

ATTACHMENT B

Compensation for Professional Services:

- GPIF shall fully reimburse GPO for any expenditures made on its behalf.
- GPO shall be authorized to access GPIF's accounts to make any and all payments for GPIF 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 GPIF.

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

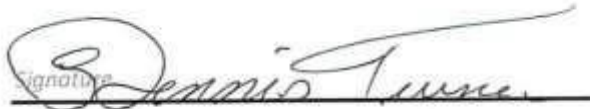
5. Recognize that the Board's function is the provision of education and strive to maintain a balance between fiscal responsibility and accountability for academic results;
6. Avoid being placed in a position of conflict of interest and refrain from using my Board position for personal partisan gain; 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.

 Dennis Turner

08-20-2015

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 Boara Policy 1600

As a member of the 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;
3. Recognize that I should endeavor to make policy decisions only after full discussions at publicly held board meetings;
4. Render all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
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 Femrite

PRINT NAME

Barbara A Femrite

SIGNATURE

DATE 10-23-2020

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:

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;
3. Recognize that I should endeavor to make policy decisions only after full discussions at publicly held board meetings;
4. Render all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
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.

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

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;
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

Date



10/1/2018

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;
3. Recognize that I should endeavor to make policy decisions only after full discussions at publicly held board meetings;
4. Render all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
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.

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

Terry Ryan

PRINT NAME

DATE: 7-26-2022



SIGNATURE

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

Rel Board Pol,cy 1600

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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;
3. Recognize that I should endeavor to make policy decisions only after full discussions at publicly held board meetings;
4. Render all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
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;
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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 Wempe

PRINT NAME

Emmett Wempe

SIGNATURE

DATE: 1/2/2018

Appendix H3: Gem Prep Assessment Results

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%



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.



<p>Reporting:</p>	<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.
<p>Insurance</p>	<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.
<p>Construction Contract</p>	<ul style="list-style-type: none"> • A/A 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).



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GEM INNOVATION SCHOOLS

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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



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