

Virtual Preparatory Academy of Idaho

Submitted by Idaho Collaborative Learning Partners, Inc.

Opening Fall 2025

Statewide Virtual School

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Table of Contents

Executive Summary.....	3
Section I: Educational Program	4
Educational Philosophy	4
Student Academic Achievement Standards	10
Key Educational Design Elements, Curricula, Tools, & Instructional Methods.....	12
Strategies for Serving Special Populations	42
Professional Development Plan.....	47
Section II: Financial and Facilities Plan.....	51
Fiscal Philosophy and Spending Priorities	51
Transportation and Food Services.....	51
Financial Management and Monitoring Plan	52
Facilities Plan	54
Section III: Board Capacity and Governance Structure	56
Governance Structure	56
Transition Plan	56
Board Member Recruitment and Training	57
Section IV: Student Demand and Primary Attendance Area.....	60
Primary Attendance Area and Community Support	60
Student Demand and Population.....	61
Enrollment Capacity	62
Enrolling Underserved Families	64
Priority Enrollment Groups.....	67
Section V: School Leadership and Management	70
Leadership Team.....	70
Educational Services Provider (if applicable).....	74
Section VI: Virtual and Blended Programs (If Applicable).....	77
Learning Management System	77
Educational Program-Virtual and Blended	82
Technology	83
Professional Development	91
Data Collection/Attendance and Course Credit	94

Executive Summary

The non-profit entity, Idaho Collaborative Learning Partners, Inc., coupled with an effective delivery system, are bringing forward the Virtual Preparatory Academy of Idaho (VPA of Idaho) charter application. Together, they have substantial experience creating educational programs specifically intended for those students who have chosen an alternative method of education. The founding group of administrators and consultants have a history of educational excellence, providing expertise in the areas of curriculum, instruction, assessment, business services, finance, organizational management, and governance.

We believe a robust and personalized education embedded in a Cognitive Knowledge Based school is critical to meeting the unique needs of every student we serve. For Idaho to prosper, it must begin with students, or Knowledge Workers, who have a solid educational foundation to pursue their goals, dreams, and passions. VPA of Idaho will serve grades K-12 and is focused on developing Knowledge Workers that impact local economies as well as providing an educational choice that will reach rural students where they are, and work towards impacting agriculture and rural manufacturing.

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

Technology is impacting the qualifications and expectations included in any career field, and K-12 students must be prepared. An innovative approach to online education includes collaborating in teams and learning emerging technologies. The focus is not just on completing coursework but a genuine readiness to thrive with greater options for success after high school.

Section I: Educational Program

Educational Philosophy

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

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

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



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

Critical elements of VPA of Idaho are:

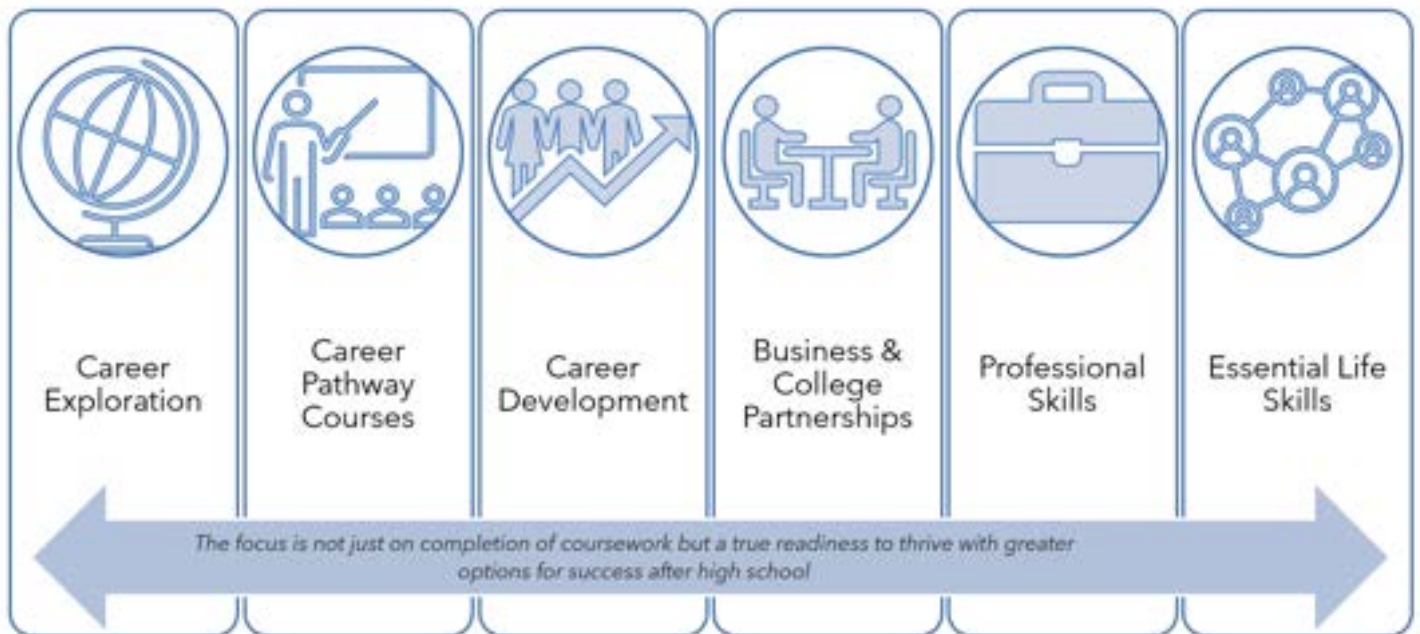
- 1. Career Exploration** – Career exploration in elementary grades to support workforce goals for life after their academic career.
- 2. Personalized Learning Paths** allow each student the flexibility to pursue their interests for post- secondary learning, working, or serving.
- 3. Academic Achievement** – A wide array of standard-aligned course offerings for all abilities.
- 4. Differentiated Instruction** – The proposed Learning Management System allows teachers to personalize assignments and content. VPA of Idaho teachers will be trained to effectively use student data to inform the small group and one-on-one instruction and customize course content for individual students.
- 5. Progress Monitoring** – Teachers will monitor student progress using short-cycle assessments, i-Ready tests, NWEA, etc. i-Ready is effective for tracking student progress in mastering recently taught standards, planning ongoing instruction, and reteaching to accelerate student growth. Teachers will monitor student progress using short-cycle assessments and benchmark assessments like i-Ready, NWEA, or the new assessments that will be implemented in the state.
- 6. Whole Student Supports** – The Student Services Team will empower students to overcome academic, social, emotional, mental challenges to succeed in school and their community.
- 7. Student Engagement** – Teachers will have multiple data sources to monitor student engagement behavior. They will use that data to understand how students spend their time in the system and offline. With this data, teachers can help get students back on track if they struggle or need academic challenges.

A college and career readiness program will be provided for all students to ensure post-secondary success. In elementary school, there will be a focus on creating early awareness, knowledge, and skills to lay the foundation for

good communication skills, social development, and critical thinking skills necessary for college and career readiness. They will learn about themselves, become aware of the concept of having a career, and the work opportunities available in their future. Students will participate in career awareness lessons aligned to the National Career Clusters.

In middle school, students will investigate the world of work and relate careers to individual interest, skills, and abilities. They will choose personal electives and extra-curricular activities based on these interests and strengths. There will be a focus on personal development (effective effort, decision making, and social skills) and establishing habits of success (personal work habits, planning my journey, and building social networks).

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



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

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



An important aspect embedded into the VPA of Idaho model is meeting the needs of all learners, which is accomplished using the school's extensive access to data inside AMP. Teachers have constant access to student results and can immediately see a need and implement intervention for all students. Real-time attendance and academic data, collected and reviewed daily, allow for instant course correction to ensure that all students receive targeted, individualized instruction at the level they need.

Legislative Intent

Idaho Code 33-5201 provides the legislative intent for establishing charter schools. VPA of Idaho intends to accomplish the following:

1. Improve student learning.
2. Include the use of different and innovative teaching methods.
3. Utilize virtual distance learning and on-line learning.
4. Provide parents and students with expanded choices in the types of educational opportunities that are available within the public school system.

Necessity for Proposed School

According to the 2022 Idaho Charter Market Analysis published by Bluum and Public Impact, Idaho is in need of additional high-quality schools for two reasons. Idaho is the second fastest growing state in the nation, so more classroom seats are needed to support its growing population. Furthermore, Idaho students are only 41.50 percent proficient in math, 52.25 percent proficient in reading, and only 29 percent of high schoolers are ready for college.

Preliminary data gathered in a social media study done by VPA of Idaho over a 6-week period generated a list of over 100 unique responses from interested families within the state. Families are interested in virtual schooling, now more than ever. As the population of the state continues to rise year-over-year, and other virtual school choices fall below state expectations of proficiency, families will always be looking for another option. Students interested in a virtual model need a choice, a choice that comes with an offering that meets the needs of the students while outperforming the expectations of its authorizer. VPA of Idaho is prepared to be that offering.

Research and Best Practices in Support of Educational Philosophy

BACKWARD DESIGN: A study comparing a traditional model of curriculum design to backward design found teachers using backward design curriculum outperform those using a traditional curriculum (Kelting-Gibson, 2005). Utilizing the backward design methodology allows teachers to be creative and reflective as content is delivered to students, and experimental groups tested show that when backward design methods are applied, students gain better results academically (Ontaneda & Roman, 2019).

According to Sample (2011), backward design encourages intentionality on behalf of the teachers, providing beneficial guidance in lesson preparation and what students should be learning or gaining from instruction – it gives learning more purpose, which aligns with purposeful reaching of academic goals.

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

PERSONALIZED LEARNING & STUDENT FOCUSED: Creating a level of instruction that offers a truly personalized learning (PL) experience takes the student-centered approach and catapults students into a self-directed learning tailored to the needs of each student. According to Walkington & Bernacki, PL allows students to “have

a voice in what they are learning based on how they learn best. Learners have a choice in how they demonstrate what they know and provide evidence of their learning. In a learner-centered environment, learners own and co-design their learning” (2020). According to iNACOL, (now Aurora Institute), personalized education is “critical for raising achievement for all” and “allows students to build a strong foundation for success” (Worthen, Frost, & Gentz, 2016). Student-centered learning allows for more active learning, increased comprehension, and responsibility (Caulfield, 2011), which fosters independence, accountability, and time-management - all critical skills for higher education and today’s job force. According to Simone Margraf, student-focused learning (SFL) allows teachers to see their students’ needs more clearly. Specifically, “If they’re collecting evidence based upon skill mastery within that standard, then they know exactly where to guide students’ instruction. It – SFL – will drive instructional practice on a daily basis” (Green & Harrington, 2021).

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

Student Academic Achievement Standards

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

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

of any training available by the authorizer or state to further their understanding of using state assessment data to improve instruction.

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

Based on the most recently published IPCSC Annual Report for 2022, while virtual charter schools are outperforming their district peers, 8/9 virtual schools did not meet the target of 68.7% proficiency in ELA, or the target of 61.1% in Math. It can be extrapolated that while charter schools achieve better academic results than that of their district counterparts, there is still room for growth for all schools to achieve the statewide accountability goal. Additional schools offer competition in the marketplace, encouraging all schools to perform better. Based on these scores, VPA of Idaho will set a minimum score of ~~43~~40% and reach score of 60% in Math, and a minimum score of 60% and reach score of 70% in ELA.

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

Curriculum

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

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

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

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

This comprehensive approach creates a 100% aligned, fully customizable, robust online curriculum available within AMP and not offered anywhere else in the state of Idaho. Using a system with multiple vendors provides VPA of Idaho with the flexibility to assemble the strongest, personalized curriculum choices for students. The proposed curricular offerings were selected as a curated holistic approach to instruction. Each vendor aligns with the instructional methodology of the school by embedding the pedagogy of personalized learning and backward design principles in all courses. These methods are research-based and imperative for the leaders of tomorrow. According to iNACOL, (now Aurora Institute), personalized education is “critical for raising achievement for all” and “allows students to build a strong foundation for success” (Worthen, Frost, & Gentz, 2016). Each vendor aligns with the instructional methodology of the school by embedding the pedagogy of personalized learning and backward design principles in all courses. These methods are research-based and imperative for the leaders of tomorrow.

Proposed Curriculum Vendors

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

Core Curriculum

Accelerate Education. Accelerate Education was founded in 2011 and is an accredited, leading vendor providing standards-based core curriculum courses in original credit, credit recovery, and independent study formats for all grade levels from kindergarten through 12th grade. Accelerate Education courses meet the needs of both at-risk and high achieving students in need of a personalized education that was not provided to them in a traditional classroom setting. They also provide the opportunity for remediation and intervention through the IDEAL learning library, giving teachers the ability to assign specific courses to students as needed and allowing students to fully navigate goals at their pace. In this way, Accelerate Education's curriculum provides individualized learning paths for all students to offer a unique experience for academic success. Accelerate Education has partnered with The Capital Area Online Learning Association (CAOLA) in Pennsylvania and studied the impact of Accelerate Education. In 4th and 5th grade, students taking Accelerate Education's curriculum outperformed the state passing rate by nearly 30% on the PSSA ELA exam, 50% in Math, and over 20% in Science. ~~Courses taught by~~ Accelerate Education ~~teachers~~ courses have a 90.3% completion rate and a 99.8% passing rate.

StrongMind. StrongMind has been serving students since 2001, offering an award-winning, rigorous, and customizable digital curriculum with general courses and electives in 6th-12th grade. All courses integrate simulations, games, and interactive content to ensure creativity and critical thinking. Embedded activities promote communication and collaboration. StrongMind courses incorporate simulations and other interactive content to help students think creatively and critically. Communication and collaboration highlight engaging content with the use of discussion boards. Teachers can assign projects to groups, or students can complete individually and reflect later. StrongMind's backward-designed curriculum was published in 2017. A study that compared a traditional model of curriculum design to backward design suggests teachers using backward-designed curriculum outperform teachers using a traditional-designed curriculum (Kelting-Gibson, 2005). Lessons using backward design scored higher on key components including knowledge of content and pedagogy, selection of instructional goals, the design of coherent instructions and assessment of student

learning. The first client using the new format witnessed immediate growth. 8th grade students' exams in Math increased from 74% to 79% and in English from 64% to 72% as compared to scores using the previous curriculum provider.

eDynamic Learning. eDynamic Learning (eDL) is a teacher-founded and award-winning company that uses teachers and subject matter experts to develop coursework that leads to industry-related certifications. With nearly 200 courses, they are the largest publisher of CTE and elective courses in North America. All eDL courses employ backwards design methodology to support best practices on how today's students learn. To increase engagement, each lesson is chunked into small portions and resources include diagrams, videos, slideshows, and other interactive elements. Teachers can provide more personalization for students by customizing any course, unit, or lesson to incorporate additional components such as videos, documents, links, and other media elements.

FlexPoint. Founded in 1997, FlexPoint provides a robust, award-winning curriculum designed to meet the unique needs of students and be inclusive of cultural diversity, representing all races, cultures, ethnicities, abilities, and genders. All FlexPoint courses are aligned to the iNACOL/Quality Matters Standards. FlexPoint course design includes several modern pedagogical philosophies, critical thinking, and real-world application of skills. As part of the scope and sequencing work, cognitive complexity for each learning target is identified using Webb's Depth of Knowledge (DoK) Guide and carried into learning activities and assessments. Through the curriculum design process, student focus groups of diverse populations are frequently engaged for input on course content, images, and design elements. All courses undergo over 450 hours of review and testing, both during development and after completion, ensuring accuracy and adherence to state and national standards.

AMP Curriculum. AMP provides core elementary courses. Content includes teacher resources, lesson guides, interactive training for students and teachers, interactive lessons, audio support for pre and emerging readers, interactive video, workbooks, hands on experiments, projects, discussion questions and various media types

that check for student understanding. AMP Core aligned courses are created to national and state standards. These courses include a wide range of diverse activities both online and offline, providing a learning experience focused on achievement. Courses are customizable by teachers to benefit learners of various needs. These courses are designed to delight and inspire young learners as they cement new concepts.

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

Supplemental Curriculum

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

AMP AMP Assessments & Supplemental Tools			
Supplemental	Grade Level	Type of Tool	Recommended Uses
iReady Diagnostic	Diagnostic: K-12 Math and ELA	Diagnostic, computer adaptive assessment	<ul style="list-style-type: none"> Identifying individual strengths and weaknesses Use data to make goals for individual students, classes, and growth scores
iReady Instruction	K-8 Instruction + Teacher Toolbox: Math, ELA	*Resources for each standard for each stage of learning	<ul style="list-style-type: none"> Lesson plans and videos for correlated to state standards Ideas for all phases of learning Reteaching and small group
IXL	K-12; Math/ELA Grades 2-8: Sci/Soc	Individualized fluency practice based on identified strengths and weakness	<ul style="list-style-type: none"> Individualized Fluency/practice with skills and context Reteaching incorporated when needed
BrainPOP	K-12 Math, ELA, Social Studies, Selected Electives	Levelled reading passages with quizzes – the same article presented in different Lexile levels	<ul style="list-style-type: none"> Have students create maps and apply what they're learning Quick mini lesson Games to review content Graphic organizers
newsela	K-12 ELA *Contains content relevant for Science, Social Studies and some electives	Levelled reading passages with quizzes – the same article presented in different Lexile levels	<ul style="list-style-type: none"> Engaging topics to review informational text standards and differentiate by Lexile level Support co-curricular conversations
Khan Academy	K-12 ELA, Math, High school Science	Resources for review/re-teaching of standards	<ul style="list-style-type: none"> Reteaching and individual practice/review Self-paced videos and quizzes for each grade, subject, topic

All resources can be found in any course you teach on Canvas!

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

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

Instructional Delivery

The VPA of Idaho has intentionally chosen an instructional design plan that balances various methods within a high-quality, standards-aligned digital curriculum to support academic excellence for all students. VPA of Idaho will provide live instruction within a web conferencing tool embedded within the AMP system and accessed via the students' Course Dashboard. This synchronous instructional tool is used for one-on-one, small group, and whole group sessions between teachers and students as well as for collaboration among students. Teachers' virtual classrooms offer whiteboards, chat rooms, and webcam functionality to promote collaboration.

Additionally, the teacher controls screen-sharing and interaction features. Students also have access to tools for shared documents and projects. Within live sessions, teachers can create "breakout" rooms where smaller collaborative groups can meet to discuss a project or work on content. Throughout the learning process, teachers can see a need for intervention for all students including ELLs, students with exceptionalities, gifted and talented students, and those at risk of dropping out of school. Real-time attendance and academic data, collected and reviewed daily, allow for immediate course correction and intervention to ensure that students receive targeted, individualized instruction at the level they need.

Personalized Learning

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

According to Walkington & Bernacki, PL allows students to “have a voice in what they are learning based on how they learn best. Learners have a choice in how they demonstrate what they know and provide evidence of their learning. In a learner-centered environment, learners own and co-design their learning” (2020).

An important addition to individualizing instruction according to student needs is that as students progress through the digital curriculum asynchronously, the Learning Management System within AMP captures the results of short cycle assessments in a color-coded mastery dashboard against state standards, equipping teachers with the immediate data needed to provide targeted synchronous instruction. The student-centered instructional method used puts students' needs at the forefront of the instructional design, allowing them to take charge and be involved in each aspect of their learning.

Students can progress through their lessons at different paces based on their mastery rate, yet the school has grading and progress expectations that all students must meet for each term. In the virtual setting, the benefit rests within the flexibility and fluidity of each student’s schedule. The daily experience of a VPA student includes scheduled live instructional sessions, scheduled small group targeted sessions, and 24/7 access to asynchronous coursework and supplemental curriculum resources aligned state standards. This student-centered learning approach allows for more active learning, increased comprehension, and responsibility (Caulfield, 2011), which fosters independence, accountability, and time-management - all critical skills for higher education and today’s job force.

Student	8.NS.1	8.NS.2	8.EE.1	8.EE.2	8.EE.3	8.EE.4	8.EE.5	8.EE.6	8.EE.7	8.EE.8	8.F.1	8.F.2
Student 4, AMP 0000000 00004			2 GR BELOW	1 GR BELOW	1 GR BELOW		1 GR BELOW	1 GR BELOW	1 GR BELOW	ABOVE GRADE		ON GR LEVEL

Instructional Time

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

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

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

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

As students work through their asynchronous course content, activities, and assignments, teachers work on delivering content online, viewing and modifying content specific to each student and the standards to thoroughly engage them within a curriculum that is custom tailored to their level. Teachers can add content, publish/unpublish assignments, and shift individual student level assignments within the asynchronous course for students who are above or below proficiency or mastery of any standard.

Specific standards can be isolated within AMP to find additional aligned content in all available supplemental resources to add to or change the offering within the asynchronous course. Each day students are required to attend multiple live instructional sessions. Whole group sessions focus on content introduction or application, and teachers use course content as the basis of these sessions. Small group sessions provide targeted, differentiated instruction at the student's level. These sessions include scaffolding and opportunities for remediation, re-teaching, synthesis, or extension based on the specific needs of students.

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

All live sessions are held utilizing a live web conferencing tool embedded in AMP and accessible to students within each course card on their course dashboard. Students will click a course card and navigate to the Conferences section of the course. They will then click on the session link to access live instructional sessions. All sessions are recorded, and recordings are accessible to students in the same Conferences section of each

course. Students and teachers interact in real-time using chat, microphone, webcam, whiteboard, break-out rooms, and shared documents within live sessions.

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

Sample K-5 Schedule

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

Sample 6-12 Schedule

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

EARLY ELEMENTARY K-3 SAMPLE ACTIVITIES:

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

UPPER ELEMENTARY 4-5 SAMPLE ACTIVITIES:

- Parent/Guardian and Student log into AMP System
- AMP System serves up lessons for the day and scheduled activities including those activities to be supported by the Parent/Guardian and Teacher
- Parent/Guardian and Student read together the assignments and the daily schedule
- Student and Parent/Guardian organize the materials for the day's lessons and begin typical upper elementary activities in four to five subject areas of concentration involving perceptual- motor development, reading individually aloud, listening, reading together aloud, and basic numeracy skill development in addition to science, language development, and foreign language study if assigned.
- Students are introduced to age-appropriate novels and other readings and assigned reading assignments from a reading list of relevant novels
- Student interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the student.
- Teacher verifies attendance
- Teacher and Parent/Guardian review progress and Teacher modifies AMP System's course pacing and supplemental lessons as needed to maximize the learning potential of the student

MIDDLE SCHOOL 6-8 SAMPLE ACTIVITIES:

- Parent/Guardian and Student log into AMP System
- AMP System serves up lessons for the day and scheduled activities including those activities to be supported by off-line activities and the organization of science experiments to be done in concert with the online science curriculum
- Parent/Guardian reviews the days lessons and activities with the student
- Five subject areas are prepared for the day's learning activities
- Students attend synchronous learning sessions present under the direction of the teacher
- Student interacts with others online in the development of group projects and assignments that require peer collaboration to complete
- Student interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the student
- Students work independently on skill and knowledge attainment assignments
- Student reviews expected outcomes for the day
- Student takes quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the Teacher
- Teacher verifies attendance
- Teacher, Student and Parent/Guardian review daily progress. Teacher modifies course pacing and supplemental lessons in AMP as needed to maximize the learning potential of the student
- Parent/Guardian logs into Parent/Guardian AMP System account to review progress and request assistance if needed
- Teacher meets virtually and by web conference tools with Parent/Guardian and Student at least every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

HIGH SCHOOL 9-12 SAMPLE ACTIVITIES:

- Student logs into AMP System
- AMP System serves up lessons for the day and scheduled activities including those activities to be supported by off-line activities and the organization of science experiments, readings, written assignments, and synchronous activities to be done in concert with the online curriculum

- Student reviews the daily lessons and activities with the Parent/Guardian
- Students review expected outcomes for the day
- Five subject areas are prepared for the day's learning activities
- Students attend synchronous learning sessions present under the direction of the Teacher
- Student interacts with others online in the development of group projects and assignments that require peer collaboration to complete
- Student interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the student
- Student takes quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the Teacher
- Teacher verifies attendance. Teacher, Student and Parent/Guardian review daily progress and Teacher modifies AMP System's course pacing and supplemental lessons as needed to maximize the learning potential of the student
- Students may participate in interest clubs, student government, and intramural sports
- Student participates in community support activities
- Parent/Guardian logs into Parent/Guardian AMP System account to review progress and request assistance if needed
- Teacher meets virtually and by web conference tools with Parent/Guardian and student at least every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

Differentiation Strategies

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

- i-Ready assessment, lessons passed and quiz passage percentage
- Short Cycle assessment data
- Quiz data from supplemental resources such as BrainPOP, IXL, Khan Academy, or Newsela
- Quizzes or Unit tests from Curriculum resources

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

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

Differentiated Instruction Guide for Elementary School

3rd English Language Arts				
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Standard/Topic	i-Ready	IXL	Newsela	BrainPop
Screenshots	Finding Intervention Skills in i-Ready	IXL Skills Tutorial	Newsela Lexia/Search Tutorial	BrainPOP Search Tutorial
Comprehension: Literature				
Describe characters in a story and explain how their actions contribute to the sequence of events.	2 Years Below Grade Level Describe Characters	1 Year Below Grade Level Analyze stories (JCA)	Lexia Level 1 Year Below 300-500	Grade Band Activities: BrainPop Jr: Sequence Character Short Story BrainPop Book Report
	1 Year Below Grade Level Describe How Characters Act			
	On grade level: Understand Characters	On grade level: Use actions and dialogue to understand characters (POQ)	Lexia On Grade Level 501-620	
	Lesson 1 year above: Describing Characters	1 Year Above Grade Level: Distinguish characters' points of view (JGA)	Lexia 1 Year Above Grade Level: 621-780	
Distinguish their own point of view from that of the narrator or those of the characters.	Lesson 1 year below: Close Reading: Identify Points of View	On grade level: Distinguish characters' points of view (J79)	Lexia Level 1 Year Below: 300-500	Grade Band Activities: BrainPop Jr: Character Short Story BrainPop Book Report Point of View
	On grade level: Close Reading: Points of View About a Story			
	Lesson 1 year above: Close Reading: Comparing Points of View	1 Year Above Grade Level: Distinguish characters' points of view (JGA)	Lexia 1 Year Above Grade Level: 621-780	

Differentiated Instruction Guide for Middle School

6th Math					
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Standard/Topic	i-Ready	IXL	CK12	BrainPop	Khan Academy
Screenshots	Finding Intervention Skills in i-Ready	IXL Skills Tutorial		BrainPOP Search Tutorial	How to Search in Khan Academy
The Number System					
Fluently add, subtract, multiply, and divide multi-digit decimals, using the standard algorithm for each operation.	1 Year Below Grade Level Divide Decimals	1 Year Below Grade Level: Add and subtract up to five digits (M2)		Grade Band Activities: BrainPop Jr: Decimals Addition and Loans BrainPop Rounding Decimals Division Decimals	2 Year Below Grade Level: Multiply and Divide by 10 Multiply Whole Numbers by 10 Place Value Blocks 1 Year Below Grade Level: Multiply by Tens and Factors of 10 6-Digit Multiplication Estimate Multi-Digit Multiplication Problems Use grade level: Subtracting Decimals: Tents Adding Decimals: Tents Rounding Decimals: Hundredths Adding Decimals: Thousandths 1 Year Above Grade Level: Adding & Subtracting Rational Numbers Adding & Subtracting Negative Fractions
	On grade level: Division of Whole Numbers and Decimals Division of Decimals Multiplication of Decimals	On grade level: Add and subtract decimal word problems (M3) Add and subtract decimals word problems (M1)			
	1 Year Above Grade Level: Expressing Fractions as Decimals	1 Year Above Grade Level: Add and subtract decimals (M2)			

Differentiated Instruction Guide for High School

9th ELA					
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Standard/Topic	i-Ready	IXL	BrainPop	Khan Academy	Newsela
Screenshots	Finding Intervention Skills in i-Ready	IXL Skills Tutorial	BrainPOP Search Tutorial	How to Search in Khan Academy	Newsela Lexia/Search Tutorial
Comprehension: Literature					
Determine a theme or central idea of a text and analyze its development over the course of the text, including how it relates to the text's overall structure and organization; provide an objective summary of the text.	2 Years Below Grade Level: Summarizing Literary Text	1 Year Below Grade Level: Summarize the themes of short stories (J22)	Grade Band Activities: BrainPop Jr: Jazz & Rhythm Rube Goldberg Computer Programming BrainPop Theory Reading: 1 Newspaper Reading: 100	1 Year Below Grade Level: Using Language to Analyze Poetry: Comparison Analysis of the Plot: Analyzing the Author's Use of the Subplot: Type 1 1 Year Below Grade Level: Analyzing the Use of Imagery: Analyzing the Author's Use of the Subplot: Type 2 Using Business Reading: Using 10 Business Reading: Using 10	Grade Level 1 year below 730-1000 Grade Level 1 year below 730-1000 On grade level 730-1000 Grade Level 1 year above 730-1000
	1 Year Below Grade Level: Analyzing Literary Text	1 Year Below Grade Level: Match the quotations with their themes (J74)			
	1 Year Below Grade Level: Analyzing the Development of Themes in Literature	On grade level: Match the quotations with their themes (J63) Analyze short stories on 1 (J44)			
	1 Year Above Grade Level: Analyze short stories on 1 (J44)	1 Year Above Grade Level: Analyze short stories on 1 (J44)			

MTSS

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

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

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

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

- Preventive Focus: Teachers have a preventive focus for students to achieve Tier I, including benchmark data aligned with standards-based instruction and mastery. Examples of preventive focus would include intense, evidence-based core instruction, consistent progress monitoring for all students, professional learning, and coaching of teachers, and building leadership on the articulation of teaching and learning and standards-based instruction.
- School Leadership: A MTSS Handbook assists VPA of Idaho staff in following MTSS guidelines for literacy support of students. Network leadership also assists in creating and presenting network and building-wide professional learning, facilitates in-network and building specific academic team meetings for MTSS, and supports the fidelity of interventions and supplemental instructional supports within the building.
- School-Based Leadership: Building leadership assists in following guidelines for MTSS for literacy support of students. Building leadership also assists in creating and presenting building-wide professional learning, facilitates in building specific academic team meetings for MTSS, and supports the fidelity of interventions and supplemental instructional supports within the building.
- School-Based Professional Learning: VPA of Idaho has MTSS and instructional support professional learning. Title teachers, aides, and classroom teachers receive yearlong professional learning for instructional strategies for emergent readers and scheduled professional learning on instructional supports for Tier II and III supports.
- School-Wide Scheduling: Tier I, II, and III teachers have building-wide schedules to ensure students in need of additional support are receiving services. Schedules are created by these teachers and finalized by building leadership.
- School-Wide Instructional Teams for All Tiers: VPA of Idaho will have an MTSS chairperson(s) to ensure that meetings are scheduled quickly and frequently. Each team consists of building leadership, grade-band chairs, the classroom teacher(s), Title teacher(s), behavior specialists (if

applicable), and intervention specialists. The student's parents/guardians in the MTSS process are also on the team. These teams are supported by district leadership.

- **MTSS Resources:** Teachers have access to the MTSS (Response to Intervention) Handbook, aligning with state expectations for MTSS. Also, VPA of Idaho has access to digital MTSS resources and research-driven instructional practices.
- **Communication:** VPA of Idaho has procedural expectations for parental communication, including (but not limited to): parent phone calls about student progress, paper, and digital invitations for each tier of MTSS instruction, and standards-aligned trackers to track the academic progress of students. Tiered instruction and high student achievement are monitored in real-time by network and building-level support using digital outlets.
- **Fidelity** is measured by lesson planning and implementation for MTSS support staff, the MTSS school-wide chairperson, and the district support team. Each intervention and support used within the building has a prescribed amount of time and frequency of use. This information is monitored and reviewed by the district and building leadership.
- **Assessment and Evaluation:** Students are assessed on a frequent and systematic level for academic growth and mastery of standards-based instruction. School-based leadership teams meet bi-weekly to discuss the growth of students and data-driven discussions for literacy and academic support based on student needs. Title teachers are evaluated using the State Teacher's Evaluation System by building leadership.

Assessment

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

Diagnostic assessments are given at any time and extract precise information about students' specific skill sets to inform instructional interventions delivered to students at tier II and tier III of multi-tiered instruction.

Formative assessments are a planned, ongoing process used during learning and teaching. The evidence is used to improve student understanding of intended learning outcomes and support self-directed learning.

Interim assessments are administered at various points throughout the learning process to determine whether students are on track toward proficiency of the content standards and to provide teachers with information to refine their instructional practices.

Progress monitoring assessments are administered frequently to closely monitor student growth toward proficiency of concepts, skills, and grade level content and to inform teachers in the effectiveness of instructional practices. Tier I progress monitoring support is outlined by network-aligned assigned calendars. Tier II supports are completed bi-weekly, monitoring each student discussed during MTSS building meetings. Tier III-supported students are progressed on a monthly schedule, with all data being compiled and discussed during MTSS building meetings. Resources for progress monitoring and systematic progress monitoring plans are available for each tier of instruction. These resources are based on best practices for instruction and are evidence-based intervention strategies.

Screening assessments are given before instruction to inform educators of where students are beginning their learning and help teachers plan and differentiate core instruction for small groups and individual students. VPA of Idaho has access to various universal screeners including i-Ready, NWEA, DIBELS Next, or Aimsweb.

Summative assessments are given at the end of the learning process and allow students to demonstrate what they know and can do and provide teachers with information related to proficiency of claims and targets.

Students identified within the lowest 25% of students in Math and/or ELA will be immediately placed into intervention groups to ensure that instruction supports the accomplishment of learning gains within the school year. Each time data is disaggregated at the subgroup level, this group will be called out as an additional subgroup.

Data Based Decision Making

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

Multi-Tiered Instruction

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

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

Tier II (Secondary) instructional and behavioral interventions are provided to approximately 18-20% of students. Tier II is aligned to core instruction and supports and supplemental to the instruction already provided in Tier I. More specifically, Tier II provides students more frequent and varied learning

opportunities to support their acquisition of identified skills and concepts that lead to improved outcomes.

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

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



Family and Community

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

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

Support Levels:

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

- *Level 1:* General school-wide prevention and programming.
 - o Onboarding, homeroom support, live instructional sessions, student group activities
 - o Compliance with school policy regarding attendance, engagement, assignment completion, and communication is expected
- *Level 2:* Engagement or course progress concerns require the student to receive additional support and progress monitoring through an intervention plan.
 - o During this period, the focus will remain on enhancing academic growth through increased contact with teachers and support staff, or modification of learning goals. Student Services staff will collaborate with teachers to identify any barriers interfering with students' education, setting specific goals, and creating a Student Success Plan to provide additional support or accountability. Individual check-ins and/or additional small group sessions may be required.
 - o Teachers and Student Services team members identify intervention methods with the student and learning coach. The advisory teacher will facilitate the process, monitor progress, and provide regular, formal follow-up.
 - o In review of the plan, the following actions may occur:

- Excellent progress – student is re-assigned to Level 1 supports
 - Moderate progress – student continues receiving Level 2 supports and review
 - No progress – student is escalated to administration
- *Level 3:* All available resources and interventions have been exhausted for a student. Students are escalated to administration for next steps, including transfer to another school program to address their individual needs more appropriately.

Student Success Plans:

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

Assessment

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

In creating VPA of Idaho's annual assessment calendar the school team will work with the Curriculum and Assessment team and the School Operations team to delineate the purpose of each assessment, the assessment tool to be used, the manner in which the selected tool supports the purpose of the assessment, the population to be tested, the frequency and timing of each assessment, and the follow up actions school staff will take once the assessment data is available (for example use of data during Data Informed Instructional Plan).

Data Informed Instructional Plan

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

All students will be required to take state-mandated assessments, and equal access to testing will be provided for students with disabilities. Parents/Guardians will be provided information on each of their student's required state tests for that school year at point of enrollment or at the start of the school.

The school handbook will also provide a list of required state assessments. Teachers will also communicate with their students and parent/guardians about positive aspects of assessment, reinforcing the importance and value of their student's participation.

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

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

Each year the Head of School and Principal will work with teachers and the assessment team to create VPA of Idaho's Data Informed Instruction Plan. This plan will be created once the school Assessment Plan has been finalized and will take into consideration the points at which data will be available from each assessment. The Data Informed Instruction Plan will detail what groups teachers and school leaders will meet to discuss data, and at what frequency (at least bi-weekly meetings are recommended). The plan will define a school-wide data protocol to be utilized to guide review of the data, interpretation of the data, and determination of follow up actions. The assessment calendar will inform specific data to be reviewed at each meeting. For example, in August, teacher teams will work with the administration to review last year's state assessment results. In late September, teachers could review data from the diagnostic assessment taken in August. In November, short cycle assessment and course-level data might be the review's focus as the first quarter closes. Teachers can review mock assessment data in January as they get closer to state testing.

During these conversations data will be reviewed through multiple lenses:

- Proficiency and growth data
- Individual student level data
- Grade level or grade band data trends
- Subject area trends
- Data by teacher
- Data disaggregated by student sub-group
- Item level analysis
- Standards level analysis

Notes and action plans will be captured during each meeting and placed in a shared digital space for relevant stakeholders to access. Standards level data analysis and item level analysis completed during these meetings will help to identify any potential curriculum gaps, or areas where curriculum resources are not supporting

student mastery. When leaders and teachers see specific standards or skills with low mastery across much of the population this is an indication that there may be an underlying curriculum or instructional issue. Data protocol questioning will be applied to assist in identifying the root cause of trends in non-mastery. Likewise, if analysis shows low mastery of a particular standard for many students within a subgroup, this may be an indicator that there may be an underlying curriculum issue, and further root cause analysis will be completed. In either case, if it is determined that a curriculum resource is not supporting student mastery on a specific standard this gap will be escalated to the Curriculum and Assessment team so that supplemental resources and additional content can be provided.

Assessment System

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

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

Assessment Schedule

Short-Cycle Assessments

Short-Cycle Assessments (SCAs) are standards-based and align to our curriculum and pacing. SCAs are administered every 2-4 weeks, with a pretest, teaching and intervention, and posttest cycle. The SCA process is

a structure that uses data to determine student mastery, and to provide intervention on gaps in learning, by setting up assessments and teacher teams using short term cycle tests of student data. Developed from a review of state assessments, teachers provide a pre-assessment before teaching the standard, followed in 2-4 weeks with a post-assessment to measure the student learning of that standard. These short cycles are guided by the teacher and building teams to identify instructional strategies needed to intervene and provide further instruction for each individual student based on the data from each assessment.

- Research
 - Robert Dufour's PLC model provides a framework for using data to improve teaching and learning. The Short Cycle Assessments provide systematic, regular data that can be analyzed from a teacher level to improve instruction, to a district level to help identify gaps in curriculum DuFour, R. (2015). How PLCs do data right. *Educational Leadership*. 73(3), 26.
 - Marzano, (2003), Using Data; Two Wrongs and a Right. *Educational Leadership*, 60(5), 1-2
 - Carr, Chad R., "Columbus Preparatory Academy: A Case Study" (2017). Morehead State Theses and Dissertations. 117. https://scholarworks.moreheadstate.edu/msu_theses_dissertations/117.

Course Assessments:

Course Assessments may be in the form of checkpoints, unit exams, and course exams. Checkpoints are short quizzes that are used to assess mastery of lesson objectives aligned to state standards. Unit Exams are assessments used at the end of each unit. It is an exam that will assess mastery of unit objectives aligned to state standards. Course Exams are the last lesson of the course and consist of questions that evaluate students on the concepts and information learned in the course and are aligned to state standards.

- Research:
 - StrongMind engages in meaningful research to better understand factors associated with student engagement and academic success. The StrongMind team leading these research efforts includes researchers with doctoral degrees in education measurement, data scientists who have published in the field of machine learning, and established thought leaders in user-experience research for courses.

Formative/Summative Assessments:

Courses include formative and summative assessments for students. Students have opportunities to “test their knowledge” before quizzes and check their understanding of content to guide them toward success.

Courses contain auto-graded unit quizzes, midterm exams, and final exams.

eDynamic

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

Accelerate Education

The assessment types noted are representative of the varied types of assessments utilized within Accelerate Education courses.

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

- **Authentic Assessment:** Each module includes at least one authentic assessment that assesses students' mastery of a number of the module objectives. Authentic assessments include a specific and detailed rubric and require students to create a product of some kind that demonstrates knowledge and progress in relation to the module's objectives. The online teacher grades these assignments.
- **Writing Assignment:** All language arts courses, and some other courses as well require a minimum of one writing assignment per module. Typically, students build each writing assignment over several lessons/learning objects but within one module. Where appropriate, student samples are provided as models. In all cases, a rubric is also provided to both students and teachers. The online teacher grades the writing assignments.
- **Research:** The Accelerate Education curriculum offers rich and engaging content that has been carefully designed to meet the standards required by states. Students are engaged in a variety of activities and assessments appropriate to the courses being studied, including labs, journals, written assignments, discussions, group and individual projects, formative assessments, objective tests, and written exams. Founded in 2011, Accelerate Education is a leading provider of blended learning solutions for schools as well as an online course provider to individual students through the Academy. Our curriculum is offered at the elementary school, middle school, and high school levels in original credit and for credit recovery.

FlexPoint

- FlexPoint curriculum is designed to engage students in a variety of activities and formative assessments throughout their learning experience. Guided and independent learning experiences are designed to meet the needs of 21st century learners. Assessments are methods of measuring student learning and/or student achievement against a desired outcome or standard.
 - **Diagnostic Prescriptive Assessments:** are pretests designed to identify a student's strengths, weaknesses, knowledge, and skills prior to instruction. Results provide an important snapshot of information to help individualize instruction.
 - **Formative Assessments:** are on-going assessments, reviews, and observations of student performance used to modify instructional methods and provide self- assessment.
 - **Summative Assessments:** make a judgment of student competency after instruction.
 - **Authentic Assessment:** refers to assessment tasks that resemble reading and writing in the real world and in school (Hiebert, Valencia & Afflerbach, 1994; Wiggins, 1993).

- Performance Assessment: requires students to demonstrate their knowledge, skills, and strategies by creating a response or a product (Rudner & Boston, 1994; Wiggins, 1989)
- Research: An important goal in FlexPoint curriculum development is to create a path for students that is the shortest road to mastery. The goal of mastery learning approaches is to have all students learn instructional material at roughly equivalent, high levels... In their review of mastery learning programs, Kulik, Kulik, and Bangert-Drowns (1990) cite Bloom's (1976) formulation as the classic approach. In Bloom's model, students receive individualized instruction as necessary so that they all master course material. The basic approach reduces variation in final student performance through instruction suited to all students' needs.

AMP

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

Strategies for Serving Special Populations

At Risk Students

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

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

Key elements of the school's MTSS system include:

Engagement Protocol

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

Support Levels

Student Services staff, teachers, and administration will monitor attendance, course completion, assignment submission, and compliance with school and state assessment requirements to determine a

student's engagement level.


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

Special Education

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

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

In addition to the services outlined in the Special Education Manual, VPA of Idaho has access to a myriad of tools within AMP, including Assistive Technology (AT). AT is any device that helps those with disabilities have equal access to the curriculum. These tools might include recording devices, closed captioning, personal listening devices, and special keyboards. If the IEP team determines that a student needs assistive technology devices or services, VPA of Idaho will provide – at no extra cost to the family - the requisite AT, including any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified, or customized. Students have access to screen readers, text readers, dictation and word prediction software, large monitors, alternative keyboards and mice, and other AT as specified in the IEP.

	Speech to Text transcribe, translate, generate video captions & more. Includes auto-punctuation, auto-save and timestamp
	Text to Speech Highlight any text for it to be read out loud
	Online Document Annotation and Markup Tool You can highlight, underline, and strikethrough text in PDF and other document formats. You can also add text boxes, shapes, and images. Kami works with Google Drive, OneDrive, and Canvas
	Online Calculators Graphing, Scientific, Four Function and Matrix
	Reading Support Lowers text to multiple reading levels without changing the content delivered. Classic literature available
	Voice Recording Can be used to support students who need to provide verbal responses or for teachers to provide auditory support. Can be sent as a link and embedded into text

Consistent with the Idaho Special Education Manual from 2024, the IEP team will invite the student to join and participate in an IEP meeting to develop a transition plan to take effect ~~when-before~~ the student is-turns 16 years of age, or earlier if the IEP team determines it appropriate. The transition plan will be developed with the student's information during the transition assessments, and parental input when appropriate. The transition

plan will prepare the student to move from school to post- school activities, including post-secondary education, vocational education, or adult education independent or supported employment and, when appropriate, independent living skills or community participation. The plan will be developed in accordance with state law, and using the directives found with Idaho's [Graduation and Guidance tool](#).

Gifted Students

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

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

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

Students who meet the eligibility criteria and the evaluation determines gifted placement is appropriate will have a team meeting to determine the educational plan (EP). During this meeting, the gifted coordinator, teachers, parents, and the student will discuss the curriculum, instruction, related services, accommodations, and instructional model.

Related services may include occupational therapy, physical therapy, or counseling. The EP will include present levels of educational performance, student goals, instructional model, student progress updates, and the timeframe of the services, including hours and frequency. Once a student has an active EP, the plan will be reviewed and revised at least every three years for students in grades K-8 and at least every four years for students in grades 9-12.

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

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

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

English Language Learners

All ELL students enrolled at VPA of Idaho will receive programming appropriate to their level of English proficiency, their level of academic achievement, and any special needs they may have. ELL students will have equal access to appropriate English language instruction, as well as instruction in basic subject areas, which is understandable to the students given their level of English proficiency, and equal and comparable in amount, scope, sequence, and quality to that provided to English language learner (or non-ELL) students. Instructional services will be documented in the form of an English Language Learner Student Plan (ELP). VPA of Idaho will ensure that ELL students receive the support and services needed to access and succeed within the educational program, and that the ELP offers and remains consistent with all elements of the Idaho Department of Education's [English Learner Program Manual](#).

Professional Development Plan

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

New Teacher Orientation and Onboarding

Teachers new to VPA of Idaho and those returning receive and participate in two weeks of pre-service training. This training gives teachers a solid set of tools, strategies, and resources to help them implement the curricula successfully and enabling them to foster success in students.

Week (1) of pre-service training is presented by VPA of Idaho staff in a style that models the effective teaching strategies teachers are to use in their virtual classrooms. Not only do participants learn about effective teaching strategies, but they also experience them. During each day of the five-day training teachers explore, practice, and apply pedagogical philosophies, and strategies in community building, classroom and/or online educational management, informal and formal assessment, and effective teaching.

During Week (2) of pre-service training, new teachers are joined by returning teachers. During this week, teachers apply their new knowledge gained during Week (1) at a more in-depth level. Teachers collaborate and work together to become familiar with their curricula, identify and apply effective teaching strategies, and connect with standards. Teachers then write lesson plans to reflect these goals. They also practice implementing online lessons for their peers and supervisors gaining valuable feedback to ensure that their first days in the on-line classroom are confident and successful. During training, teachers also receive brief checklists outlining the essential elements that should be evident as they teach language arts, math, science, and social studies.

Training Specific to VPA of Idaho Model

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

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

The Head of School will be responsible for the annual professional development plan and work with the ESP partner to ensure the board's vision is executed.

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

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

Professional Development Content

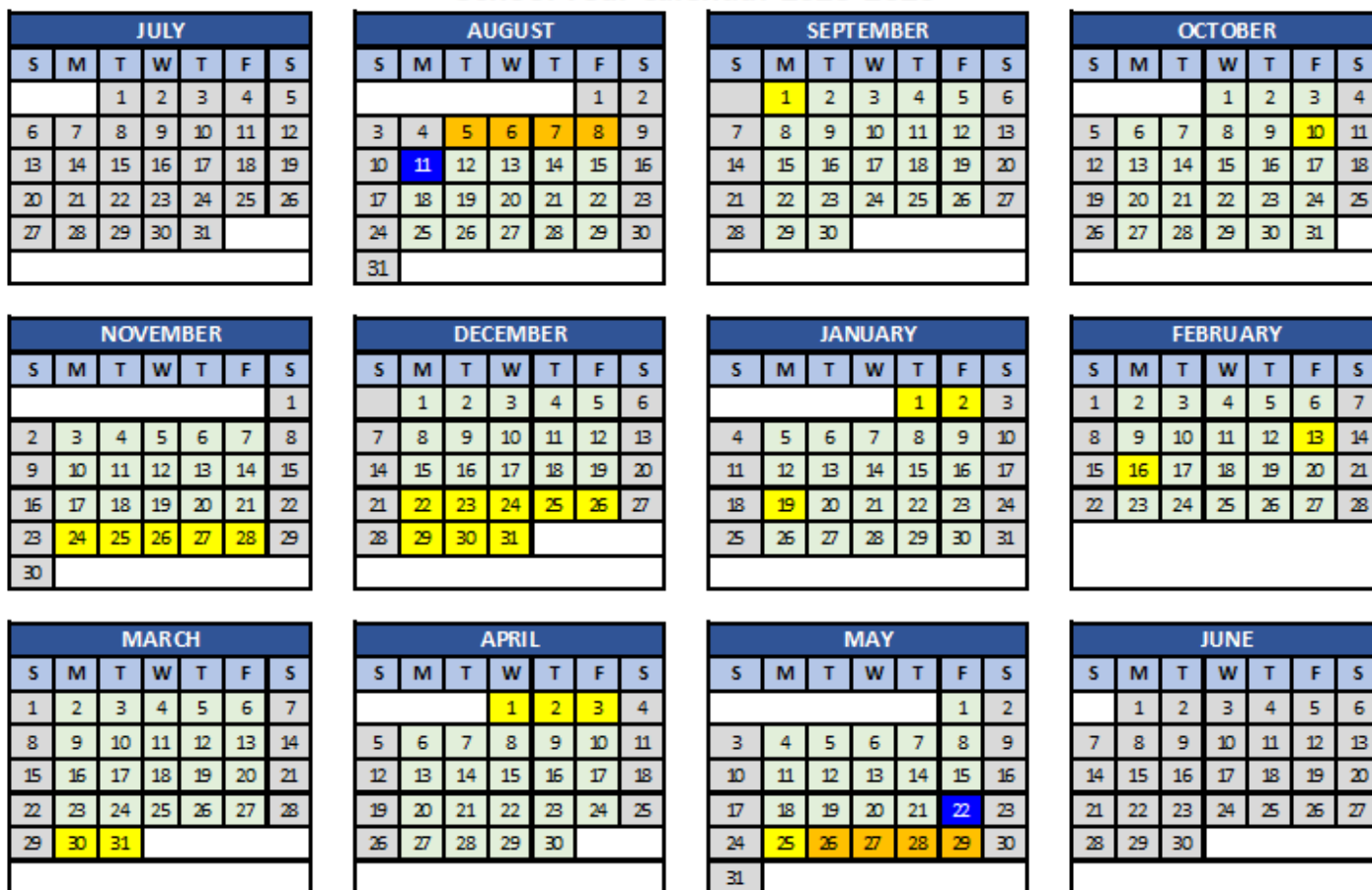
Focus	Topic	Success Criteria
Learning Management System	Canvas Basics Canvas and the Instructional Model Communicating in Canvas Canvas Student and Teacher Dashboard Curriculum Maps and Canvas Online Course Set-Up Gradebook Setup Video Conferencing Tools Best Practices	Synchronous Training Session Participation Asynchronous Course Deliverables Completion of Course Set-Up Checklist Gradebook Set-Up Live Session Set-Up
Curriculum	Core Curriculum—Course Types Content Supplemental Curriculum	Synchronous Training Session Participation Asynchronous Course Deliverables
Instruction	Instructional Model by Grade Band The Learning Cycle Small Group Instruction Using Data to Inform Instruction	Synchronous Training Session Participation Asynchronous Course Deliverables
Student Information System	SIS for Administrators SIS for Teachers	Synchronous Training Session Participation Asynchronous Course Deliverables
Assessments	i-Ready, NWEA Mastery Connect State Assessments	Synchronous Training Session Participation Asynchronous Course Deliverables
Special Education	Basics and Compliance IEP Goals and Implementation Specialized Services Parent Participation	Candidate is judged proficient by the session leader.
Student Services and Supports	Best Practices in Student Orientation and Onboarding Using Date to Inform Engagement Engagement Intervention	Synchronous Training Session Participation Asynchronous Course Deliverables

School Calendar

Teachers receive ongoing support during weekly group meetings and an additional five in-service days throughout the year. A VPA of Idaho newsletter is also sent out to staff on a regular basis providing updates, hints, reminders, and other information gleaned from student performance data that supports and guides in meeting the needs of students, and opportunities outside the school are offered including a variety of seminars and conferences teachers may attend based on their individual professional development plan. The days planned for professional development are captured in yellow on the school calendar, illustrated below.

VPA of Idaho School Calendar 2025-2026

Virtual Preparatory Academy of Idaho
School Year Calendar 2025-2026



Instructional Days (180)
 Holiday/Break
 First and Last Day of School

Non-School Days
 Staff Development Days

Section II: Financial and Facilities Plan

Fiscal Philosophy and Spending Priorities

Philosophy

The leadership of the school maintains the philosophy of assuring that teachers have the resources and tools to teach, and students have the resources to learn. Additionally, priority is given to the safety of staff and students as the school culture remains highly correlated to student achievement. Working within the constraints of state budget allocations derived from the support unit calculations, the Board of Trustees will each year set and revise expenditure goals for the upcoming school year to assure students, staff, and families can fully participate in the school program.

Expenditure Priorities

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

Transportation and Food Services

VPA of Idaho is a completely online offering in the state of Idaho. Food services will not be offered. Transportation will be provided for students/parents or guardians to attend state testing sites, IEP, meetings, and one on one counseling/tutoring sessions as required.

Financial Management and Monitoring Plan

It is anticipated that the Board of Trustees will use the services of an ESP. A contract will only be issued after the development and issuance of an RFP through the competitive bidding process outlined in Idaho regulations. In any event, if the Board of Trustees contracts with an ESP, through a State of Idaho approved procurement process, the VPA of Idaho Board of Trustees will have complete autonomy over the VPA of Idaho budget, school operations, and management. All other expenditures will either be approved through the budget process or, if additional expenses arise previously unaccounted for in the budget, the school staff will provide information regarding the expenditure and the rationale to the Board of Trustees prior to the expenditure, which is subject to their consideration and approval. The VPA of Idaho Board of Trustees will select an independent audit firm.

Prior to opening, the VPA of Idaho Board of Trustees will approve an internal controls policy and procedure aligned to state and federal law. The Board Treasurer will be charged with the management of the financial affairs of VPA of Idaho and will have the power to recommend action concerning the Board's affairs to the Chair. The Treasurer will cause to be kept and maintained, adequate and correct books, accounts of VPA of Idaho assets and transactions, and accurate financial reports. The Treasurer will send or cause to be given to the members of the Board of Trustees such financial statements and reports as are required to be given by law. VPA of Idaho financial records and reports will be open to inspection by any Board member or state official at all reasonable times. The Treasurer will be the chair of the Finance Committee, will prepare a budget in conjunction with the Head of School, and will monitor financial compliance with the annual budget. The Board Chair will appoint and head an annual audit committee to oversee the successful completion of the annual audit and address any audit exceptions that may be identified. Specifically, the Treasurer shall:

- Keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts, and disbursements.
- Always make the book of accounts available for inspection by any Trustee.
- Deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board of Trustees designates.
- Disburse or cause to be disbursed the corporation's funds as the Board of Trustees directs.
- Render to the Chair and the Board, as requested but no less frequently than at the beginning of each

quarter, an account of the corporation's financial transactions and financial condition.

- Prepare annual financial report and budget.
- Cause to be made a full and complete audit of the financial statements of the school as required in section 67-450B, Idaho Code. The auditor shall be employed on a written contract. One (1) copy of the audit report shall be filed with the state department of education, after its acceptance by the Board of Trustees, but not later than October 15.
- Prepare any reports on financial issues required by an agreement on loans.

The school prefers to contract for back-office support. Listed below is the framework that will establish the conditions for support using an Educational Services Provider (ESP) and the basis of RFP development to comply with Idaho procurement laws. The selected ESP will provide the following services:

Financial Accounting: The ESP will deliver comprehensive business management services including accounting services that follow Generally Accepted Accounting Principles in managing and reporting school financials. The ESP will:

- follow a common fiscal year that begins on July 1 and ends June 30 of the following calendar year.
- submit ongoing comprehensive financial reporting, including Balance Sheet, Revenues and Expenditures.
- submit reports electronically to the Board of Trustees and school leaders.
- be experienced in working with systems and have experience serving other charter schools.

Budgeting: The school will adopt a budget prior to the commencement of the fiscal year. In accordance with the ID Open Meeting Laws, the school's adopted budget will be posted on school's website before its adoption.

Auditing: The school will have an audit of its financial accounting records conducted at least annually by an independent certified public accountant. The school will hire and contract with an independent certified public accountant for audit services while ESP will support the Board of Trustees with all necessary documentation and follow-up.

Bookkeeper and Accounts Payable Services: The ESP will provide all services related to accounting including Accounts Payable. Services include:

- Serve as an invoice payment processor for school operations invoices
- Reconciliation of bank and credit card statements
- Run payroll services and reporting.
- Data entry and payment issuance for approved vendors and expenses.
- Management and reporting of expense claims.
- Reconciliation of accounts receivable and payable.
- Preparation and management of cash flow forecasting and reporting.
- Preparation and distribution of common reports.

Payroll Services: The ESP will provide all employment/payroll services including filing of required tax reports, related payments, and employee W-2s. Monthly reports will be provided to the VPA of Idaho Board of Trustees, and the treasure will work in cooperation with the VPA of Idaho school staff to reconcile financial statements.

Facilities Plan

The fundamental design of the proposed charter school is to meet the unique needs of ~~the chronically absent and~~ underserved youth within a statewide general population through on-line learning. The facilities needed for the school are minimal due to the instructional program design. ~~Students will be assigned to teachers that are available in proximity to the student's home addresses.~~ Teachers will be teaching on-line classes from a home office and will conduct teaching and other duties as required from their home offices. The location of the proposed administrative will be chosen considering its proximity to travel options and itinerant housing availability for staff travel. The proposed facility will be the center of school administration and provide ~~student parent conferences,~~ IEP meetings, and in-person staff development when required. All other facility needs will be rented/leased on an as-needed basis to accommodate student residence location within the state for state testing, IEP meetings and other meetings scheduled with parents and guardians in mutually agreed locations. The timeline illustrated below for lease of a facility serving the intended purpose assures the facility considerations will be in place well before the start of the school year in 2025. Securing the facility will follow timeline in the graphic to follow.

Facility Timeline

Month	Notice	Action	Completion
December 2024	Commission Approval	Initiate Charter Launch	Ongoing
February 2025	Facility Selection	Engage Realtor in Boise	Identify Facility
April 2025	Finalize Lease	Facility Improvement	Facility Open
August 2025	Staff Development	Inservice Meetings	School Operation

Section III: Board Capacity and Governance Structure

Governance Structure

The Bylaws define the makeup of the Board: “The number of Trustees of the non-profit corporation shall be not less than three (3) nor more than five (5). The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the Bylaws. As of the date on which these Bylaws are adopted, the exact number of Trustees is fixed at three (3). The names of the three initial trustees are noted in the Articles of Incorporation.”

Upon charter approval additional Board of Trustees members will be seated to provide five Board seats and term limits will be defined for each member on a rotating basis to permit the existence of a quorum of members for the future.

Transition Plan

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

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

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

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

Board Member Recruitment and Training

The number of Trustees of the nonprofit corporation shall be not less than three (3) nor more than five (5). The Board shall fix the exact number of Trustees within these limits by Board resolution or amendment of the Bylaws. To stagger Board member terms, the founding Board of Trustees will be three members with one-year terms. Additional Board members will be added upon granting of the charter to the upper limit of five (5). The names of the initial Trustees/Board members are noted below.

Name	State of Residence	Title/Position
Sonja Howerton	Idaho	Board President
Karen McGhee	Idaho	Vice Chair
Katey Dahlstrom	Idaho	Secretary
Fred Ostermeyer	Idaho	Member
Don Lynn	Idaho	Treasurer

Election

The Board shall elect the Trustees by a vote of the majority of the Trustees then in office, whether the number of trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee. Candidates may be any person who is at the Board's discretion, and who it believes will serve the interests of the corporation faithfully and effectively. A nomination committee will be designated by the Board Chair and candidates will be submitted to the full Board for consideration. Election and seating of new Board members will take place at a public meeting.

Terms of Office

The term of office term for all members of the initial Board of Trustees shall be one year. At the end of the first year, the Board shall provide for staggered terms of its Trustees, by designating approximately one-third of the Trustees to one-, two-, and three- year terms. Following the expiration of those designated terms, the term of each Trustee shall continue for three years. The term of office of a Trustee elected to fill a vacancy in these Bylaws begins on the date of the Trustee's election and continues for the balance of the un-expired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees authorized. Trustee's term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment of the Articles of Incorporation or the Bylaws or other Board action. Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the Articles of Incorporation or the Bylaws or other Board action. A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee, upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

Board Member Roles and Training

Primary Roles of a Public Charter School Governing Board:

- Stewardship
 - Function as a steward of the school's mission, vision, and core values
 - Engage in stewardship through strategic planning and establishing school culture
- School Leadership
 - Hire effective school leadership
 - Provide a quality coaching and evaluation process for administration by establishing policy to guide the day-to-day work of administration
 - Hold school leaders accountable to their management duties
- Governance
 - Engage in strong governance practices
 - Comply with Open Meetings Law and adopt procedures such as Robert's Rules of Order

- Oversight
 - Provide appropriate oversight regarding academic performance, operational compliance, and financial solvency of the school
 - Monitor relevant data regularly to inform decisions, strategic plans, and management

Board training will occur yearly and upon the seating of a new Board member and will be at the recommendation of the IPCSC staff. The training program will consist of several modules.

Section IV: Student Demand and Primary Attendance Area

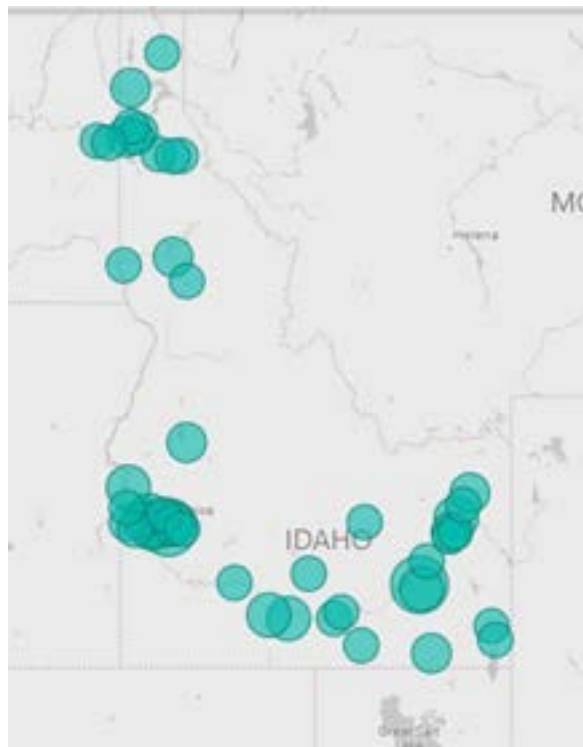
Primary Attendance Area and Community Support

The primary attendance area of the proposed school is Idaho, statewide. VPA of Idaho will provide exceptional educational opportunities to students that require an alternative to the traditional classroom setting. Typically, students are drawn to the virtual option for a variety of reasons, including traditional school not meeting their needs, they are self-directed and want a wider range of academic options, or they desire a flexible schedule to accommodate family needs, health issues, or childcare.

A six-week campaign was launched to gauge the parent interest in a new online school. The goal was to capture as many unique responses as possible. Tactics utilized include:

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

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



Student Demand and Population

The specific characteristics of our target population will include:

- Students that are high-risk/at-risk of not successfully achieving high school graduation.
- Students that are high-risk/at-risk of not successfully achieving educational progress.
- Students who, for whatever reason, have not had a successful traditional school experience.
- Students that have limited or non-existent in-home support for their academic growth.
- Individuals who are self-directed and choose a wider range of academic options than those currently provided in Idaho urban and rural school settings.
- Students of all ability levels seeking additional academic and learning opportunities suited to their individual talents and interests.
- Students who need flexibility in scheduling due to family circumstances, childcare needs, health care needs, or individualized support from teachers during their academic growth years.

The following chart is indicative of the need to serve the above referenced student population. The need exists in the state of Idaho to move greater numbers of students to proficient levels and is even more profound in the rural and urban settings and among underserved student populations.

Subject	Grade	Population	Advanced Rate	Proficient Rate	Basic Rate	Below Basic Rate
ELA	All Grades	All students	21.7	29.9	22.5	25.9
	High School		28.7	34.9	19.4	17.0
Math	All Grades		18.8	21.8	26.6	32.8
	High School		11.9	21.4	26.2	40.6
Science	All Grades		9.2	31.7	34.5	24.6
	High School		5.0	35.1	32.7	27.2

ISAT 2023 (Source: Idaho State Department of Education – Assessment and Accountability)

Research on Idaho's student population clearly indicates room for improvement as indicated in the Idaho NAEP results. The proposed school will target those rural areas that are unable to provide higher level education opportunities due to the rural setting and/or teacher availability.

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

- Virtual charters have the best attendance of any school type — even before the pandemic. Virtual charters show 95% (2019) and 93% (2021) attendance rates. Traditional schools were at 86% (2019) and 81% (2021) for comparison.
- There is a small group of virtual charters for whom that number jumped from 58% (2018) to 72% (2020) to 85% (2021). The report says, "...this group's size more than tripled and the percentage participating increased to 85%, on par with Charter Schools and Traditional Schools." (pg. 42)
- Virtual charters' graduation rates have fared VERY well from 2018-21. Graduation rates for brick-and-mortar charters decreased 13% over four years while the rate for virtual charters increased 24%. Even alternative virtual schools increased 8%. (pg. 47)
- Alternative virtual schools experienced growth in their 5-year graduation rates, too. The estimate is 2-8%. "These 5-year graduation rates reveal the importance of these schools to their students' likelihood of graduation." (pg. 47)

Enrollment Capacity

Admission to VPA of Idaho is open to any student grades Kindergarten through 12th residing in any area in the state of Idaho and who is entitled to attend per the Idaho charter school guidelines. All students who wish to attend shall be admitted, subject only to capacity. Admission to VPA of Idaho shall not be determined by the place of residence of the student or his or her parent or guardian within the State of Idaho. Apportionment

Marketing Timeline

Month	Notice	Action	Completion
December 2024	Commission approval of Charter	Initiate Charter marketing	Ongoing
February 2025	Website development	Internal project plan implemented	Website published and operational
March 2025	Marketing campaign begins	Various outreach activities started enrollment begins	Leads generated from online queries Enrollment tracking underway
August 2025	Full enrollment	Student/teacher assignments completed	School is underway Marketing continues

Student Recruiting Timeline

Enrollment for the 25-26 school year will open on March 15, 2025. The marketing tactics generate parent and student inquiries for more information about the school and its offerings. Outreach is made to these leads via phone calls, emails, and text messages to provide them with information. If the parent/student is interested in enrolling, they are directed to fill out an application any time after March 15, 2025. The marketing activities are ongoing throughout the year, but marketing activities will be most intensive from May-August when school search is most prominent.

Enrolling Underserved Families

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

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

VPA of Idaho’s marketing and recruiting plan may include, without limitation, the following specific strategies. The Board will take the advisement of the experts they consult with to determine which components are used and how much of the budget should be allocated to each strategy:

Tactic/Campaign	Audience	Description
Website	ID families searching for online school options	Website content will describe the Virtual Preparatory of ID’s requirements including student attendance, courses offered, graduation requirements, and parent expectations. Website content will be built with the ability for Spanish translation.
Search Engine Marketing	ID families searching for online school options	Search engine ads will be targeted to families in ID that are seeking online school options for their students in grades K-12 and also with messaging that online learning options often work for students with high absenteeism in a traditional setting.
Social & Display Marketing	ID families searching for online school options	Social and display ads will be targeted to families in ID that are seeking online school options for their students in grades K-12 and also with messaging that online learning options often work for students with high absenteeism in a traditional setting.
TV/Radio	Awareness activities that school exists	TV and radio ads will be targeted to families in ID that are seeking online school options for their students in grades K-12 and to areas of the state where absenteeism is high
Direct Mail	Specific list of families who could benefit from an online school offering	Used to target a specific list of families – especially those that have shown an interest in online schooling. Would be ideal if a list of families of students with high absentee rates could be obtained for a direct mail advertisement.
Referral Program	Friends and relatives of currently enrolled families. Referrals from school districts for highly absent students.	Once the school opens, we will ask currently enrolled families if they know of other families in their area that may like to learn about the school. We will also reach out to school districts for their list of students what have been expelled due to high absences. We would then invite all of these families to events described below.
Events	Events held to discuss the school in person with families and answer any questions	We will hold most events in the target areas with the most interest. These events would run by a school representative and discuss the school’s mission and program.
Email Campaign	All active leads from the efforts listed above	Series of emails to inform families of school activities, enrollment dates, events, etc. Email content will also be available in Spanish.

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

- The cost per lead (CPL) assumptions by channel are based on experience with online school launches in other states and increase slightly each year as additional funds are invested in each channel.
- The conversion rates from lead to enrollment by channel are also based on experience with online school launches in other states and decrease slightly each year as lead volumes increase to support school growth.
- The average conversion rate from applications to enrollment of 40% is based on experience with online school launches in other states, and nets out a portion of enrollees who change their mind or never login. The gross application to enrollment rate is typically close to 50% and then 10% fallout before starting or within a few weeks of starting.
- The re-enrollment rate is taken from an average of experience with online schools. The range is typically between 65-75%.
- The enrollment process for Virtual Preparatory Academy of Idaho will follow Idaho state compliancy guidelines on the documents required for enrollment, including which documents are acceptable to meet these requirements.
- The enrollment projections of 300 Year 1, 500 Year 2 and 675 Year 3 were derived from this level of marketing and outreach spend using the above detailed conversion rates by channel, which is consistent with investments made for online school launches in similar sized states, in terms of population.
- Targeting the high-absentee population will be done with each tactic target the geographic areas with the highest absentee rates, which tend to be highest areas of population.

Priority Enrollment Groups

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

- Proof of identity
- Proof of current immunization record
- Proof of residency
 - Proof of residency is not required of homeless students
 - When a student loses permanent housing and becomes a homeless child or youth, as defined in 42 U.S.C. 1143a, or when a child who is such a homeless child or youth changes temporary living arrangements, the district in which the student is entitled to attend school shall be determined in accordance with division (F)(13) of section 3313.64 of the Revised Code and the McKinney-Vento Homeless Assistance Act, 42 U.S.C. 11431 et seq.

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

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

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

Lottery

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

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

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

Lottery Process

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

- Applicants will receive confirmation of being in the lottery, and the date, time, and place of the lottery.
- The lottery will be conducted by a designee and be overseen by a delegated member of the VPA of Idaho.
- On the day of the lottery, the lottery official will check to assure all applicant student names are appropriately included in the random selection process.
- The lottery will begin by selecting applicants at the highest grade level with the enrollment preferences, mentioned above, as the first chosen. The process will continue to work backwards

through grade levels until kindergarten is complete.

- Once an applicant is selected, enrollment of that student is assumed for the remainder of the lottery process.
- The designee will monitor selections to ensure grade levels are not overenrolled.
- Any applicant student who is not offered enrollment will be placed on a waitlist.

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

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

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

Section V: School Leadership and Management

Leadership Team

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

HEAD OF SCHOOL

The Head of School (HOS) serves as the operational and administrative leader of the virtual school. The HOS is responsible for the implementation and achievement of the school’s academic vision, student advancement and daily operations within the school. The HOS will work collaboratively with the Principal to ensure successful academic outcomes for all students while implementing professional development, teacher quality assessment, curriculum, and pedagogical advancement.

EXPECTATIONS

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

QUALIFICATIONS

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

PRINCIPAL

The principal serves as the instructional and administrative leader of the school – responsible for the development, implementation and achievement of the school’s academic vision, student advancement and daily operations. The principal will ensure successful academic outcomes for all students while employing long-term instructional sustainability measures involving professional development, teacher quality assessment, curriculum, and pedagogical advancement.

EXPECTATIONS

- Relentlessly work to meet all goals related to student achievement and school culture as well as School Report Card/Accountability goals.
- Facilitate the implementation of a standards-based curriculum
- Supervise Directors of Academics in ongoing review of weekly lesson plans
- Supervise Directors of Academics in model of frequent walk-throughs/teacher debriefs.
- Assume responsibility for student outcomes as related to academics and social-emotional wellbeing.
- Serve as the instructional leader in the building by facilitating a growth-focused professional environment.
- Develop and/or modify the school’s cultural programming and school - wide PBIS process with an emphasis on personal and academic growth
- Lead Data Driven Instructional efforts, teaching and supporting staff in using data to monitor program effectiveness and adjust instructional programming
- Plan all phases of summer educational opportunities and before and after/supplemental programs as applicable.
- Ensure effective implementation of instructional program across grade bands in collaboration with Directors of Academics and Master Teachers
- Monitor teacher performance metrics (pass rates, teaching time, student contacts, etc.) and ensure teacher accountability for meeting set expectations
- Work with the operations team to coordinate audits and ensure compliance with state and sponsor regulations.
- Work with the IT team to coordinate school technology efforts and make recommendations for improvement.
- Work with Director of Student Services to ensure support staff understand instructional model and teachers understand and appropriately utilize available student supports
- Assist with updating parent and student manuals, policies, and handbooks.
- Effectively communicate school’s mission and vision and solicit input from parents and families about school performance, areas for improvement, and their needs.
- Engage and build strong professional relationships with parents, characterized by timely and regular communications, involving parents, where possible in the life of the school.
- Contribute to a positive climate and culture by exhibiting high professional standards.
- Understand, accept, abide by, and implement the school’s philosophy and mission statement in all school activities.
- Coordinate projects, peer mentoring, service learning and community involvement.
- Conduct home visits as needed.
- Respond to parent concerns and work collaboratively with parents
- Address student disciplinary situations and implement school code of conduct and suspension/expulsion procedures
- Other duties as assigned

QUALIFICATIONS

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

RECRUITMENT PLANS

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

Educational Services Provider (if applicable)

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

focus on educational support and academic results, allowing administration and teachers to better focus on the mission of the school.

VPA of Idaho wants a partnership with an ESP that has enough experience to support a successful virtual program while balancing the youthfulness of the ESP as an entity. This way, the Board of Trustees can take solace in the promise of a malleable relationship that can be adjusted to suit the financial health and academic success of the school, rather than a one-size-fits-all approach offered by larger ESP conglomerates.

The Board of Trustees has assessed ACCEL Schools as a possible provider of services to ensure alignment with its priorities. ACCEL Schools provided the Board with a comprehensive presentation on the education program, the team that would support VPA of Idaho, and its history of success. ACCEL Online West LLC. is an eligible provider to provide services in Idaho based upon all applicable state laws.

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

Under direction of the Board, the ESP would provide the school's innovative curriculum, assist in operational matters, professional development, and all other efforts, to ensure that the school is highly effective in educating its student population. The ESP will report to VPA of Idaho's Board. As the school's public agents,

the VPA of Idaho Board is legally and ethically responsible for ensuring the school's academic achievement, organizational viability, and adherence to the terms of its charter. The Board asserts much of its leadership through its policy-setting responsibilities. Board-level policies allow the school to operate effectively and efficiently in pursuit of its mission by establishing clear frameworks for the implementation of the school's work. As a new school, the school board will work closely with legal counsel to develop policies and procedures that are aligned with state laws and regulations. All powers of the Board lie in its collective action.

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

Section VI: Virtual and Blended Programs (If Applicable)

Learning Management System

The learning management system supports the mission and goals of VPA of Idaho and provides next-level personalization and real-time instructional intervention opportunities. Teachers review data on each student on a regular basis, course-correct within modules and assignments, and ensure that the coursework completed is at the level each student needs to achieve their academic goals.

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

VPA of Idaho will provide live instruction within the AMP system and access via the students' Course Dashboard. This synchronous instructional tool is used for one-on-one sessions between teacher and students as well as student-to-student collaboration. The AMP platform combines the following applications into one single sign on, user friendly, application suite.

The Learning Management Ecosystem



The conference software is used for synchronous collaboration between teacher and students and among students. When working on a project, students can go to the teacher's virtual office and work together on a project. They have use of a whiteboard, typed chat, voice chat and webcams. Documents can be file transferred while in an online session and the moderator can share his/her desktop to show, in real-time, how to accomplish a task. If the student is given moderator rights, the student will be able to share his/her desktop or application with other students. Multiple students can all edit a document at the same time, and can all view the changes simultaneously, if given permission to do so. Additionally, if a teacher is holding a whole class meeting in his/her virtual office, he/she can create "breakout" rooms where collaborative groups can meet to discuss a project or work on content. In compliance with the Children's Internet Protections Act (CIPA) and in order to prevent students from accessing or viewing inappropriate material, the virtual system is designed to filter and block content that is inappropriate. Virtual safety precautions are also taught within the context of digital citizenship in order to prepare students to appropriately navigate technology, and how to handle misconduct or other incidences that may arise.

Attendance

Reports Daily Consecutive Absences

Function	Description
Teacher Attendance Submission Status	Graphical view of attendance status by teacher by day.
PowerTeacher Attendance	Report showing which teachers have not taken attendance.
Absence Report	Single day period by period attendance code report.
Search by Grades Attendance	Searches currently selected students by grades, citizenship, attendance, etc.
Attendance Count	Multi-day period by period attendance code report.
Consecutive Absences	Report detailing consecutive student absences by absence code.

Absence Date	School	Attendance Code	Excused Status	Time Absent in Hours and Minutes
09/12/2019	ODA	UN2 (Unexcused 2 or less hours)	Unexcused	1:44
09/17/2019	ODA	UN1 (Unexcused 1 hour or less)	Unexcused	0:09
09/20/2019	ODA	UN1 (Unexcused 1 hour or less)	Unexcused	0:27
09/26/2019	ODA	UN4 (Unexcused for 4 or less hours, but present for 1 or more)	Unexcused	3:30

8/28-9/30					9/1-9/5					9/6-9/12					9/13-9/19					9/20-9/27									
M	T	W	H	F	M	T	W	H	F	M	T	W	H	F	M	T	W	H	F	M	T	W	H	F					
Q	Q	Q	Q	Q	-	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	
300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	UN2	P	P	UN5	P	P	UN1	P	P	P	P	UN4	UN1	P	

Attendance

8/28-9/30					9/1-9/5					9/6-9/12					9/13-9/19					9/20-9/27									
M	T	W	H	F	M	T	W	H	F	M	T	W	H	F	M	T	W	H	F	M	T	W	H	F					
Q	Q	Q	Q	Q	-	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	Q	
300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	300	
P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	UN2	P	P	UN5	P	P	UN1	P	P	P	P	UN4	UN1	P	

Absence Date	School	Attendance Code	Excused Status	Time Absent in Hours and Minutes
09/12/2019	ODA	UN2 (Unexcused 2 or less hours)	Unexcused	1:44
09/17/2019	ODA	UN1 (Unexcused 1 hour or less)	Unexcused	0:09
09/20/2019	ODA	UN1 (Unexcused 1 hour or less)	Unexcused	0:27
09/26/2019	ODA	UN4 (Unexcused for 4 or less hours, but present for 1 or more)	Unexcused	3:30

Attendance

Reports Daily Consecutive Absences

Function	Description
Teacher Attendance Submission Status	Graphical view of attendance status by teacher by day.
PowerTeacher Attendance	Report showing which teachers have not taken attendance.
Absence Report	Single day period by period attendance code report.
Search by Grades Attendance	Searches currently selected students by grades, citizenship, attendance, etc.
Attendance Count	Multi-day period by period attendance code report.
Consecutive Absences	Report detailing consecutive student absences by absence code.

Through the LMS the focus of the school is to use nationally validated best practices in the online environment and support student learning and leadership development. Specific best practices that are at the foundational core of the school are: Digital Citizenship, Empowering the Learner, Knowledge Constructor, Innovative Design,

Computational Thinking, Creative Communication, and Global Collaboration. (ISTE Standards for Students)

AMP Curriculum, StrongMind, Accelerate Education, eDynamic Learning, and Canvas incorporate peer interaction opportunities within course lessons and assessments in all courses to enhance engagement.

These activities are built-in at the group and individual level depending on the core subject area and grade level.

VPA of Idaho's courses, delivered through the LMS, are curated to meet today's academic environment and standards. The courses follow an objective-based learning structure. The determination of mastery is achieved when a student can demonstrate proficiency on skills and content as described in grade level state standards and measure through data aggregated in the LMS. To ensure that students are on track to demonstrate mastery on state mandated summative assessments, formative assessment opportunities are utilized in an ongoing manner. Many of the formative assessments are computer based so that students develop the necessary skills to fully participate in state testing programs. These assessments will provide teachers with the information required to monitor progress and adjust instruction.

The AMP includes help desk functions that provide support for students and household technology needs required by the online learning platforms and supplied student hardware. Students also have internal email and telephone access to their teachers for instructional and subject area learning support. Students can report errors or difficulties encountered in the systems directly from the AMP portal.

Errors and system problems reported are remedied within twenty-four hours after reporting. Teachers provide office hours on a regular schedule to assist students with subject area support and tutoring if needed.

Additionally, the school will provide special education instruction and related services in accordance with the IDEA, State of Idaho requirements, and applicable policies and practices of the Idaho, State Department of Education, Special Education.

Educational Program-Virtual and Blended

Students have access to a unique virtual study space that is not offered by other online programs. The student's virtual space supported through the AMP platform includes the capability for single sign on access to the AMP learning curriculum, teacher support, progress monitoring, internal email communication, and content instruction. The offering is unique in that every aspect of the student's academic development is sourced from one single sign on portal tailored to the students learning plan. Canvas is the sole platform used for instructional delivery. Additionally, many specially curated web-based resources have already been collected and will continue to be collected by the staff to further enhance the curriculum to go beyond the typical vendor curriculum. Additionally, all students will be given opportunities for group work through peer interaction and chat sessions. Group work will be comprised of thematic projects assigned to groups of students with similar interests. Peer communication will take place via secure internal email and chat rooms supplied to all students. Chat rooms will be structured by the teacher and students will be assigned to each as needed and on a thematic basis. Students can use chat functionality in live class sessions and can engage in teacher facilitated discussion boards. Within synchronous instruction in AMP, students receive one-on-one interventions, group projects, collaborative workspaces, discussion areas, web conferences, and message boards.

The school can support the academic needs of a wide range of students, and it provides excellent support for English Learners by combining words and images, as well as audio and visual content, and audio translation when needed. Within the LMS teachers can provide modifications to curricular offerings to meet the various educational needs of each student. Teachers may add to the curriculum and the learning experience by uploading teacher developed material unique to the student population and can limit distribution of those materials to specific students if the need should dictate. Teachers can also modify the course delivery queue to accommodate slowing the delivery of course content and subject matter exposure for each individual student as needed to allow students to move toward mastery of subject area content at their own pace. In all cases of modifications, the state standards for instruction will provide the parameters that modifications will adhere to.

Additionally, topical supplementary information and materials may be uploaded as required. Such material may consist of video tours of libraries and museums, podcasts, and informative talks and reviews. Overall, the school envisions a personal learning experience of the future that combines the best of online learning with its capacity for individualized self-paced instruction, featuring an innovative, interactive curriculum.

The school model is built specifically to the online medium and incorporates audio, animation, and images to keep students interested and engaged. Courses incorporate simulations and interactive content to help students think creatively and critically. Discussion boards and group projects embedded in lessons foster communication and collaboration. Interactive games help students apply prior knowledge to problem-solve on a visual learning journey. Interactive learning is an excellent instructional strategy, as research suggests that participating in curriculum that is infused with gameplay can:

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

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

Technology

VPA of Idaho will ensure that all students have access to broadband Internet to participate in the school program. This may include providing Wi-Fi Hotspots to students that live in rural areas with no broadband providers. The school will provide an internet subsidy to students per the school policy.

Currently, the school is budgeting for an internet subsidy for students who meet eligibility requirements to help cover the cost of internet access, but families are responsible for initiating and maintaining the internet service.

Equal Access

In order to ensure equitable access, an allocation is built into the budget for families who lack internet access and VPA of Idaho will support these families through reimbursement that is built into the budget. The Student Internet Access Reimbursement expense covers internet service reimbursement costs for those families who need it. Student Computers and Software are budgeted to cover the computer hardware and software distributed to students. The Student Technology Assistance Services* expenditures include:

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

Hardware, Software and Connectivity

All students will be provided with:

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

All school staff will be provided with:

- Hardware
 - Windows Laptop
 - External Monitor (upon request/approval)
 - Keyboard (upon request/approval)

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

Students and staff are provided with:

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

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

Tech Support

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

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

While teachers/students do not have access to their school-issued computers because of impairment, they will be asked to locate a computer that can be used for instruction until the new computer is received. If

possible, teachers/students should use another device in the home that can access AMP. If there are no other devices in the home, students/teachers may work from a library or other location with computers/internet.

If a teacher does not have another device from which he/she can provide instruction to students, the school will attempt to find a substitute teacher to cover any synchronous sessions that the teacher had scheduled.

Students who have absences due to documented technical issues will be given excused absences for days missed and will have the opportunity to make-up missed work.

System Backup

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

- Microsoft
- O365 Backup as a Service
- Axcient's x360 Cloud platform
- Monthly system administration
- Daily verification of backup summary
- Weekly backup audits
- Alerting and notification to failed backups
- Data recovery, per requests
- Google
- Backupify

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

- Microsoft Advanced Threat Protection
- Microsoft Intune to preserve hardware/software configuration standards (Windows Laptops)
- Google G-Suite policy lockdown to preserve hardware/software configuration standards (Chromebooks)

- GoGuardian for activity tracking and content filtering (Chromebooks)
- Meraki Content Filtering to preserve safe Internet activity (School Location Only)
- Sophos Anti-Virus
- Multi-Factor Authentication (MFA) to secure all Microsoft account access

Maintenance of Records / Safeguards

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

Records Access

VPA of Idaho will permit parents of students eligible for special education to inspect and review, during school business hours, any educational records relating to the student which are collected, maintained, or used by the district or other public agency under this chapter. VPA of Idaho will comply with a request promptly and before any meeting regarding an individualized education program or hearing or resolution session relating to the identification, evaluation, educational placement of the student or provision of FAPE to the student, including disciplinary proceedings. VPA of Idaho will presume a parent has authority to inspect and review records relating to his or her student unless the school district or other public agency has been advised they do not have the authority under applicable state law governing such matters as guardianship, separation, and divorce.

Record of Access

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

Destruction of Information

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

“Netiquette”

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

Use of Copyrighted Materials

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

copyright protected.

Source Citation

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

Appropriate Use of Technology

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

Professional Development

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

← ACCEL-PD Schedules		
Monday	Tuesday	Wednesday
30	31	Sep 1
Intervention Module: PD 1	Canvas Procedures to Tea	
Canvas Basics For PD Schedule	Using Kami with Canvas 101 PD Schedule	Canvas Quizzes, Discussion
Supplemental Speed Dating PD Schedule	BrainPop 101: PD Schedule	Google Assignments in th
		AMP Dashboard Overview
		NewELA 101
PowerTeacher Basics for C		MasteryCor https://atlet PD Schedule
		PowerTeach
Live Sessions in Big Blue Button: How To PD Schedule	Canvas Gradebook and Speedgrader PD Schedule	Troubleshooting 101 for Teachers PD Schedule
		Canvas for Administrators
Info to the Technology S GoToWebinar - Registrati ACCEL-PD Schedules		

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

SESSION RESOURCES: CANVAS ACCESSIBILITY & GROUPS 



SESSION RESOURCES

- Session Recording
- Presentation Deck



TEACHER RESOURCES

- [Common Accessibility Guidelines for Educators for the Canvas LMS/OSST](#)
- [How To Create a Kami Assignment](#)
- [EmojiPedia](#)



STUDENT RESOURCES

- [Google Chromebook Accessibility Features](#)

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

Data Collection/Attendance and Course Credit

Attendance is tracked via a combination of the following: reports that are required to be submitted by Parents/Guardians, reports automatically generated by the school Learning Management System, and other methods as dictated by the school. Instructional activities mean the following classroom-based or non-classroom-based activities that a student is expected to complete, participate in, or attend during any given school day:

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

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

Awarding Credit

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



Student	Scale Score	Overall Placement	Placement by Domain						Lexia® measures & etc.	Date
			RA	Ph	HF	W	LT	LI		
615		Mid 5	Tested Out	Mid Score	Mid Score	Early 3	Mid 1	Mid 3	1080L, 980L-1130L	05/18/19
577		Grade 4	Tested Out	Grade 3	Tested Out	Grade 4	Grade 4	Grade 3	910L, 810L-960L	05/11/19
577		Grade 4	Tested Out	Grade 3	Mid Score	Grade 4	Grade 4	Grade 4	910L, 810L-960L	05/15/19
571		Grade 4	Tested Out	Mid Score	Tested Out	Grade 4	Early 3	Grade 4	880L, 780L-930L	05/11/19
588		Grade 4	Tested Out	Grade 3	Tested Out	Grade 4	Grade 4	Grade 4	870L, 770L-920L	05/14/19
563		Grade 4	Tested Out	Grade 3	Tested Out	Grade 3	Grade 3	Grade 3	845L, 745L-895L	05/12/19
580		Grade 4	Tested Out	Mid Score	Tested Out	Grade 4	Grade 4	Grade 4	830L, 730L-880L	05/15/19
560		Grade 4	Tested Out	Grade 3	Tested Out	Grade 4	Grade 4	Grade 3	830L, 730L-880L	05/14/19
550		Grade 4	Tested Out	Mid Score	Tested Out	Grade 4	Grade 4	Grade 4	785L, 685L-835L	05/12/19

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

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

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

Route 1: Regular Graduation Requirements	Route 2: Adapted Graduation Criteria Set by the IEP Team
<p>Regular graduation requirements include the following:</p> <ul style="list-style-type: none"> • Earning required credits (with or without accommodations) • Student learning plan • Senior project • College entrance exam • Civics test • Participate in ISAT ELA/Math/Science 	<p>The IEP team can address student needs to complete his/her program by adapting course content, course objectives, instruction strategies, grading, and assessments, AND/OR finding alternate ways for the student to show their competence.</p> <p>This individualized plan for graduation is a part of a student’s IEP and must include:</p>
<p>All students with disabilities will participate in the ISAT and other statewide assessments.</p> <p>*Local school districts may have additional requirements.</p>	<ul style="list-style-type: none"> • Evaluation in at least one academic area, AND • A description of how the student will participate in tests, AND • Other measures that might include earning credits/requirements with adaptations such as: <ul style="list-style-type: none"> ○ ISAT/IDAA growth rater ○ Classroom participation ○ Grade Point Average (GPA) ○ Grades for classes ○ Meeting IEP goals and objectives ○ Attendance

Standardized Testing

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

Virtual Preparatory Academy of Idaho

Table of Contents

A Budget

B1 Articles of Incorporation

B2 Bylaws

C1 Board Member Resumes

C2 Board Member Chart

D Organizational Chart

E ESP Draft Agreement

F Letters of Support

G Resubmission Addendum

Appendix A Budget

*Please also see
separately attached
Excel document*

IDAHO PUBLIC CHARTER SCHOOL COMMISSION

APPENDIX A: BUDGET TEMPLATE



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

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

Alan Reed, Chairman

-----, -----
Jenn Thompson, Director

Financial Summary					
Worksheet Instructions: This page will auto-populate as you complete the Pre-Operational and Operational Budget tabs.					
Revenue					
Anticipated Enrollment for Each Scenario:		200	300	500	675
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Cash on Hand/ Other Revenue Sources	\$0.00	\$0.00	NA	NA	\$0.00
Contributions/ Donations	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Loans	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Grants	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Base Support	NA	\$0.00	\$0.00	\$0.00	\$0.00
Salary and Benefit Apportionment	NA	\$943,360.39	\$1,347,657.70	\$2,668,719.44	\$3,847,130.70
Transportation Allowance	NA	\$0.00	\$0.00	\$0.00	\$0.00
Special Distributions	NA	\$150,416.00	\$165,024.00	\$174,377.20	\$227,312.84
REVENUE TOTAL	-	\$1,093,776.39	\$1,512,681.70	\$2,843,096.64	\$4,074,443.54
Expenditures					
	Pre-Operational Budget	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget
Staff and Benefit Totals	\$12,313.58	\$781,800.60	\$1,114,939.00	\$1,625,571.52	\$2,195,761.12
Educational Program Totals	\$0.00	\$401,520.00	\$603,771.25	\$959,683.33	\$1,274,562.59
Technology Totals	\$1,500.00	\$53,617.50	\$79,051.25	\$100,755.79	\$131,814.31
Capital Outlay Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Board of Directors Totals	\$10,000.00	\$61,000.00	\$61,000.00	\$64,762.66	\$68,757.43
Facilities Totals	\$0.00	\$49,500.00	\$49,500.00	\$48,420.00	\$49,882.90
Transportation Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Nutrition Totals	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Other	(\$23,813.58)	(\$345,003.79)	(\$541,309.80)	(\$124,021.97)	\$170,529.01
EXPENSE TOTAL	0.00	\$1,002,434.31	\$1,366,951.70	\$2,675,171.33	\$3,891,307.36
OPERATING INCOME (LOSS)	(0.00)	\$91,342.09	\$145,730.00	\$167,925.31	\$183,136.19
PREVIOUS YEAR CARRYOVER		-	\$0.00	\$145,730.00	\$313,655.31
NET INCOME (LOSS)	(0.00)	\$91,342.09	\$145,730.00	\$313,655.31	\$496,791.50

Idaho Public Charter School Commission
Charter Petition: Pre-Operational Budget

Worksheet Instructions: list revenues, expenditures, and Full-Time Equivalencies (FTE) anticipated during the pre-operational year. Insert rows as necessary throughout the document. Include notes specific to start-up costs (details, sources, etc.) in the Assumptions column.

Pre-Operational Revenue

Line Item / Account	Budget	Assumptions / Details / Sources
Donations and Contributions		
Loans	-	
Grants		
Other Revenue		Include details and documentation as necessary.
REVENUE TOTAL	\$0.00	

Additional Notes or Details Regarding Revenues:

Pre-Operational Expenditures

Section 1: Staffing

1a: CERTIFIED STAFF	Budget		Assumptions / Details / Sources
Classroom Teachers	FTE	Amount	
Elementary Teachers	0.0		
Secondary Teachers			
Specialty Teachers			
Classroom Teacher Subtotals	0.0	-	Average classroom size:
Special Education	FTE	Amount	
SPED Director / Coordinator			
Special Education Teacher			
Special Education Subtotals	0.0	-	Anticipated % Special Education Students:
Other Certified Staff	FTE	Amount	

Lead Administrator	1.0	9,166.67	One month Head of School Salary at \$110,000 annually
Assistant Administrator			
Other Certified Staff Subtotals	1.0	9,166.67	
CERTIFIED STAFF TOTAL	1.0	9,166.67	

1b: CLASSIFIED STAFF	Budget		Assumptions / Details / Sources
Position	FTE	Amount	
Paraprofessionals- General			
Paraprofessionals- SPED			
Admin / Front Office Staff			
CLASSIFIED STAFF TOTAL	0.0	-	

1c: BENEFITS	Budget		Assumptions / Details / Sources
Type	Rate	Amount	
Retirement	13.48%	1,235.67	Sourced by Accel Human Resources research into Idaho benefits rates
Workers comp	0.07%	6.42	
FICA/Medicare	6.20%	568.33	
Group insurance	13.58%	1,244.83	
Paid time off (provide assumptions)	1.00%	91.67	
BENEFITS TOTAL	34.33%	3,146.92	

CERTIFIED & CLASSIFIED STAFF TOTAL	9,166.67	
TOTAL STAFF & BENEFITS TOTAL	12,313.58	

Section 2: Educational Program

2a: OVERALL EDUCATION PROGRAM COSTS	Budget	Assumptions / Details / Sources
Professional Development		
SPED Contract Services		Types of anticipated SPED Contractors:
Other Contract Services (i.e. accounting, HR, management)		
Office Supplies		
Membership Dues (if applicable)		
OVERALL EDUCATION PROGRAM TOTAL	-	

2b: ELEMENTARY PROGRAM	Budget	Assumptions / Details / Sources
Elementary Curriculum		
Elementary Instructional Supplies & Consumables		
Elementary Special Education Curricular Materials		
Elementary Contract Services (provide assumptions)		Types of anticipated Contractors:
ELEMENTARY PROGRAM TOTAL	-	

2c: SECONDARY PROGRAM	Budget	Assumptions / Details / Sources
Secondary Curriculum		
Secondary Instructional Supplies & Consumables		

Secondary Special Education Curricular Materials		
Secondary Contract Services (provide assumptions)		Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	-	
EDUCATIONAL PROGRAM TOTAL	-	
Additional Notes or Details Regarding Educational Program Expenditures:		

Section 3: Technology		
Line Item / Account	Budget	Assumptions / Details / Sources
Internet Access		
Contract Services		
Technology Software & Licenses		
Computers for Staff Use	1,500.00	
Computers for Student Use		
Other Technology Hardware (i.e. document cameras, projectors, etc.)		
TECHNOLOGY TOTAL	1,500.00	
Additional Notes or Details Regarding Technology Expenditures:		

Section 4: Non-Facilities Capital Outlay		
Line Item / Account	Budget	Assumptions / Details / Sources
Furniture (school-wide)		Include only items not covered via FFE, if applicable.
Kitchen Equipment (warming oven, salad bar, etc.)		
Other Capital Outlay (i.e. library, kitchen small wares, maintenance equipment, etc.)		
CAPITAL OUTLAY TOTAL	-	

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

Section 5: Board of Directors

Line Item / Account	Budget	Assumptions / Details / Sources
Board Training	-	
Legal	-	
Insurance (property, liability, E & O, etc.)	10,000.00	D&O insurance for the board
Audit		
BOARD OF DIRECTORS TOTAL	10,000.00	

Additional Notes or Details regarding Board of Directors Expenditures:

Section 6: Facilities Details (consistent with facilities template)

Line Item / Account	Budget	Assumptions / Details / Sources
Mortgage or Lease		
Construction / Remodeling (if applicable)		
Repairs and Maintenance		
Facilities Maintenance Contracts (i.e. snow removal, lawn care, custodial, security, etc.)		
Utilities (i.e. gas, electric, water, etc.)		
Phone		
Other Facilities Related Costs (specify)		
FACILITIES TOTAL	-	

Additional Notes or Details Regarding Facilities Expenditures:

Section 7: Transportation

Line Item / Account	Budget	Assumptions / Details / Sources
Daily Transportation		
Special Transportation (i.e. SPED, field trips, etc.)		
Other Transportation Costs (specify)		
TRANSPORTATION TOTAL	\$0.00	

Additional Notes or Details Regarding Transportation Expenditures:

Section 8: Nutrition		
Line Item / Account	Budget	Assumptions / Details / Sources
Food Costs		
Non-Food Costs		
OTHER TOTAL	-	
Additional Notes or Details Regarding Transportation Expenditures:		

Section 9: Other Expenditures		
Line Item / Account	Budget	Assumptions / Details / Sources
Teacher Recruiting	3,500.00	Roughly \$250 per new hire
Marketing	-	
Accel Fee Credits	(27,313.58)	Credit for pre-operating spend funded by Accel
OTHER TOTAL	(23,813.58)	
Additional Notes or Details Regarding Transportation Expenditures: Accel will not bill for the Marketing spend until the first year of school operations.		

Idaho Public Charter School Commission
Charter Petition: Operational Budgets

Worksheet Instructions: list revenues, expenditures, and Full-Time Equivalencies (FTE) anticipated during the pre-operational year. Insert rows as necessary throughout the document. Include notes specific to start-up costs (details, sources, etc.) in the Assumptions column.

Operational Revenue

Anticipated Enrollment for Each Scenario:	200	300	500	675	
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Cash on Hand			NA	NA	
Donations and Contributions					
Loans	\$0.00				
Grants					
Entitlement					
Salary and Benefit Apportionment	\$943,360.39	\$1,347,657.70	\$2,668,719.44	\$3,847,130.70	Used the state apportionment templates for all calculations
Transportation Allowance					
Special Distributions	NA	NA	NA	NA	From the SDE Special Distributions Doc.
Charter School Facilities					
Content and Curriculum	\$14,548.00	\$20,972.00	\$33,820.00	\$45,062.00	\$1,700 + \$73 per qualified enrollment
Continuous Improvement Plans and Training					
Gifted Talented					
Leadership Premiums					
IT Staffing					
Math and Science Requirement	\$57,500.00	\$57,500.00	\$13,000.00	\$13,000.00	Flat amounts per year
Professional Development	\$8,000.00	\$8,000.00	\$8,000.00	\$8,000.00	Flat amounts per year
Safe and Drug-Free Schools					
Technology (i.e. infrastructure)	\$52,368.00	\$60,552.00	\$91,242.00	\$117,840.00	\$36,000+\$93 per qualified enrollment
National Board for Professional Teaching					
Advanced Opportunities					
College and Career Advisors/ Mentors	\$18,000.00	\$18,000.00	\$25,200.00	\$38,115.00	\$18,000 or \$63 per HS enrollment
Literacy Proficiency	NA	NA			
Limited English Proficient (LEP)	NA	NA	\$3,115.20	\$5,295.84	\$236 per qualified enrollment
School Facilities (Lottery)	NA	NA			
REVENUE TOTAL	\$1,093,776.39	\$1,512,681.70	\$2,843,096.64	\$4,074,443.54	

Operational Expenditures

Section 1: Staffing

1a: CERTIFIED STAFF	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount	
Classroom Teachers									
Elementary Teachers	2.0	104,000.00	4.00	208,000.00	5.00	266,240.00	5.50	300,227.20	RegEd starting salary is \$52,000/year per teacher with an annual increase of 3%
Secondary Teachers	3.5	182,000.00	4.00	208,000.00	7.50	396,240.00	10.00	538,127.20	Secondary is 6-12
Specialty Teachers	0.0	-	0.50	26,000.00	0.50	26,780.00	0.50	27,583.40	English Language Learners teachers (6% ELL Students)
Classroom Teacher Subtotals	5.50	286,000.00	8.50	442,000.00	13.00	689,260.00	16.00	865,937.80	Average classroom size: K-5 45:1/6-12 33:1 per course
Special Education									
SPED Manager	0.0	-	0.50	35,000.00	0.50	36,050.00	1.00	72,131.50	Manager will carry a partial class load
Special Education Teacher	1.5	85,500.00	2.00	114,000.00	3.50	202,920.00	4.50	266,007.60	Class size of 20:1
Special Education Subtotals	1.50	85,500.00	2.50	149,000.00	4.00	238,970.00	5.50	338,139.10	Anticipated % Special Education Students: 12%
Other Certified Staff									
Lead Administrator - HOS	1.0	110,000.00	1.00	110,000.00	1.00	113,300.00	1.00	116,699.00	
Student Services Coordinator	0.0	-	-	-	-	-	-	-	
Operations Manager	1.0	72,000.00	1.00	72,000.00	1.00	74,160.00	1.00	76,384.80	
School Counselor	0.5	28,500.00	1.00	57,000.00	1.00	58,710.00	1.50	88,971.30	
Other Certified Staff Subtotals	2.50	210,500.00	3.00	239,000.00	3.00	246,170.00	3.50	282,055.10	
CERTIFIED STAFF TOTAL	9.50	582,000.00	14.00	\$830,000.00	20.00	\$1,174,400.00	25.00	\$1,486,132.00	

1b: CLASSIFIED STAFF	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
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Position	FTE	Amount	FTE	Amount	FTE	Amount	FTE	Amount
Success Coaches	-	-	-	-	1.00	48,000.00	1.00	49,440.00
Operations Support Specialist	-	-	-	-	-	-	1.00	60,000.00
Principal	-	-	-	-	-	-	1.00	90,000.00
Testing Officer	-	-	-	-	-	-	-	-
CLASSIFIED STAFF TOTAL	0.00	-	0.00	-	1.00	48,000.00	3.00	199,440.00

1c: BENEFITS	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Type	Rate	Amount	Rate	Amount	Rate	Amount	Rate	Amount	
Retirement	13.48%	\$78,453.60	13.48%	\$111,884.00	13.48%	\$158,309.12	13.48%	\$200,330.59	
Workers comp	0.07%	407.40	0.07%	581.00	0.07%	822.08	0.07%	1,040.29	
FICA/Medicare	6.20%	36,084.00	6.20%	51,460.00	6.20%	72,812.80	6.20%	92,140.18	
Group insurance	13.58%	79,035.60	13.58%	112,714.00	13.58%	159,483.52	13.58%	201,816.73	
Paid time off (provide assumptions)	1.00%	5,820.00	1.00%	8,300.00	1.00%	11,744.00	1.00%	14,861.32	
BENEFITS TOTAL		199,800.60		284,939.00		403,171.52		510,189.12	
CERTIFIED & CLASSIFIED STAFF TOTAL		582,000.00		830,000.00		\$1,222,400.00		\$1,685,572.00	
TOTAL STAFF & BENEFITS TOTAL		781,800.60		1,114,939.00		\$1,625,571.52		\$2,195,761.12	

Section 2: Educational Program

2a: OVERALL EDUCATION PROGRAM COSTS	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Professional Development		9,000.00		14,750.00		22,927.61		28,404.13	Approx. \$1,000 per RegEd Teacher and \$3,500 per year for conferences
SPED Contract Services		8,300.00		12,775.00		21,716.83		30,129.61	Types of anticipated SPED Contractors: Speech Therapists, Occupational Therapist, Physical
Membership Dues		2,750.00		4,000.00		4,121.82		4,247.35	
State SPED Testing (Travel & Administration)		25,000.00		25,000.00		25,761.36		26,545.91	For in person testing space, teacher travel, etc.
Staff Recruiting		-		-		-		-	
Office Supplies		15,000.00		35,000.00		36,065.91		37,164.28	
OVERALL EDUCATION PROGRAM TOTAL		60,050.00		91,525.00		110,593.53		126,491.28	

2b: ELEMENTARY PROGRAM	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Elementary Curriculum		155,000.00		232,500.00		322,500.00		412,500.00	\$150 per student per month
Elementary Instructional Supplies & Consumables		-		-		-		-	
Elementary Special Education Curricular Materials		6,250.00		9,416.25		13,459.02		17,739.31	
Elementary Student Testing & Assessment		15,500.00		23,250.00		33,232.16		43,800.76	
Elementary Student Activities Program		-		-		-		-	
Elementary Contract Services (provide assumptions)		-		-		-		-	
ELEMENTARY PROGRAM TOTAL		176,750.00		265,166.25		369,191.18		474,040.06	

2c: SECONDARY PROGRAM	Break-Even Year 1 Budget		Full Enrollment Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Secondary Curriculum		145,000.00		217,500.00		427,500.00		600,000.00	\$150 per student per month
Secondary Instructional Supplies & Consumables		-		-		-		-	
Secondary Special Education Curricular Materials		5,220.00		7,830.00		8,346.68		10,321.05	
Secondary Student Testing & Assessment		14,500.00		21,750.00		44,051.93		63,710.19	
Secondary Student Activities Program		-		-		-		-	
Secondary Contract Services (provide assumptions)		-		-		-		-	Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL		164,720.00		247,080.00		479,898.61		674,031.24	
EDUCATIONAL PROGRAM TOTAL		401,520.00		603,771.25		959,683.33		1,274,562.59	

Every item highlighted in blue is an Accel Fee.

Section 3: Technology					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Internet Access	-	-	-	-	
Contracted Services					Include details.
Student Technology Assistance Services					Included in Sweep Contract
IEP Management Software	2,000.00	2,000.00	2,101.25	2,207.63	Full year license for SPED Software
Alternative Curriculum					
SPED Assistive Technology	11,497.50	17,246.25	29,317.72	40,674.98	\$250 per SPED pupil
Computers for Staff Use	14,250.00	21,000.00	10,500.00	10,500.00	\$1500 per Staff Add
Computers for Student Use	15,470.00	23,205.00	32,045.00	41,161.25	\$425 per device for every FRL enrollment
Student Technology Support Reimbursement	10,400.00	15,600.00	26,791.82	37,270.46	
Other Technology Hardware (i.e. document cameras, projectors, etc.)					
TECHNOLOGY TOTAL	53,617.50	79,051.25	100,755.79	131,814.31	
Additional Notes or Details Regarding Technology Expenditures:					

Section 4: Non-Facilities Capital Outlay					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Furniture (school-wide)					
Kitchen Equipment (warming oven, salad bar, etc.)					
Other Capital Outlay (i.e. library, kitchen small wares, maintenance equipment, etc.)					
CAPITAL OUTLAY TOTAL	-	-	-	-	
Additional Notes or Details Regarding Non-Facilities Capital Outlay Expenditures:					

Section 5: Board of Directors					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Board Training	-	-	-	-	
Legal	10,000.00	10,000.00	10,609.00	11,255.09	
Insurance (property, liability, E & O, etc.)	36,000.00	36,000.00	38,226.12	40,589.89	General Liability and D&O Insurance
Audit	15,000.00	15,000.00	15,927.55	16,912.45	Annual state audit estimate
BOARD OF DIRECTORS TOTALS	61,000.00	61,000.00	64,762.66	68,757.43	
Additional Notes or Details Regarding Board of Directors Expenditures:					

Section 6: Facilities Details (consistent with facilities template)					
Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Mortgage or Lease	25,000.00	25,000.00	25,750.00	26,522.50	600 sqft office at \$23/sqft for Admin Staff only
Construction / Remodeling (if applicable)					
Repairs and Maintenance	2,500.00	2,500.00	2,576.14	2,654.59	
Facilities Maintenance Contracts (i.e. snow removal; trash; lawn care, custodial, security, etc.)					

Utilities (i.e. gas, electric, water, etc.)	6,000.00	6,000.00	6,182.73	6,371.02	
Phone/Internet Access	5,000.00	5,000.00	5,152.27	5,309.18	
Furniture, Fixtures and Equipment	5,000.00	5,000.00	2,576.14	2,654.59	
Office Postage	5,000.00	5,000.00	5,152.27	5,309.18	
Copiers / Reproduction	1,000.00	1,000.00	1,030.45	1,061.84	
FACILITIES TOTAL	49,500.00	49,500.00	48,420.00	49,882.90	

Additional Notes or Details Regarding Facilities Expenditures:

Section 7: Transportation

Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Daily Transportation					
Special Transportation (i.e. SPED, field trips, etc.)					
Other Transportation Costs (specify)					
TRANSPORTATION TOTAL	\$0.00	\$0.00	\$0.00	\$0.00	

Additional Notes or Details Regarding Transportation Expenditures:

Section 8: Nutrition Program

Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Food Costs					Virtual Program - no food
Non-Food Costs					
NUTRITION TOTAL	-	-	-	-	

Additional Notes or Details Regarding Other Expenditures:

Section 9: Other Expenditures

Line Item / Account	Break-Even Year 1 Budget	Full Enrollment Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Payroll Processing Fees	9,520.00	14,280.00	30,299.30	47,068.78	\$85 per mo. per Accel employee/\$200 per mo. Per employee
Banking Fees	1,000.00	1,000.00	1,030.45	1,061.84	
Pre-Operational Budget Loan Repayment	-	-	-	-	
Pre-Operational Budget Loan Interest	-	-	-	-	
Sponsor Fee	54,571.00	75,727.54	142,771.45	204,812.81	5% of Revenue
Admin Staff Bonus Allocation	11,000.00	11,000.00	11,669.90	12,380.60	2-3% of salaries
Teacher/Staff Stipends	10,000.00	11,000.00	11,330.00	11,669.90	
Accel Fee Credits	(431,094.79)	(654,317.34)	(321,123.07)	(106,464.91)	Credits to offset Accel fees for a balanced school budget
OTHER TOTAL	(345,003.79)	(541,309.80)	(124,021.97)	170,529.01	

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	300													
Revenue														
Donations and Contributions	0													\$0.00
Loans	0													\$0.00
Grants	0													\$0.00
Entitlement	0													\$0.00
Salary and Benefit Apportionment	1,347,658	\$471,680.20	\$202,148.66			\$269,531.54			\$269,531.54			\$134,765.77		\$1,347,657.70
Transportation Allowance	0													\$0.00
Special Distributions	165,024	\$0.00			\$18,336.00	\$18,336.00	\$18,336.00	\$18,336.00	\$18,336.00	\$18,336.00	\$18,336.00	\$18,336.00	\$18,336.00	\$165,024.00
Total Revenue	\$1,512,681.70	\$471,680.20	\$202,148.66	\$0.00	\$18,336.00	\$287,867.54	\$18,336.00	\$18,336.00	\$287,867.54	\$18,336.00	\$18,336.00	\$153,101.77	\$18,336.00	\$1,512,681.70
Expenditures														
Salaries and Benefits	1,114,939.00	\$92,911.58	\$92,911.58	\$92,911.58	\$92,911.58	\$92,911.58	\$92,911.58	\$92,911.58	\$92,911.58	\$92,911.58	\$92,911.58	\$92,911.58	\$92,911.58	\$1,114,939.00
Education Program	603,771.25	7,659.90	225,386.20	31,470.20	32,328.74	60,767.03	32,328.74	32,328.74	60,767.03	32,328.74	32,328.74	46,547.89	9,529.31	\$603,771.25
Technology Totals	79,051.25	1,002.90	\$29,509.62	4,120.37	4,232.77	7,956.18	4,232.77	4,232.77	7,956.18	4,232.77	4,232.77	6,094.47	1,247.66	\$79,051.25
Capital Outlay Totals	-													\$0.00
Board of Directors	61,000.00	\$0.00	\$0.00	\$15,250.00	\$0.00	\$0.00	\$15,250.00	\$0.00	\$0.00	\$15,250.00	\$0.00	\$0.00	\$15,250.00	\$61,000.00
Facilities	49,500.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,125.00	\$4,125.00	\$49,500.00
Transportation	\$0.00													\$0.00
Nutrition	-													\$0.00
Other	113,007.54	\$9,417.30	\$9,417.30	\$9,417.30	\$9,417.30	\$9,417.30	\$9,417.30	\$9,417.30	\$9,417.30	\$9,417.30	\$9,417.30	\$9,417.30	\$9,417.30	\$113,007.54
Accel Fee Credits	(654,317.34)	\$0.00	\$0.00	\$0.00	(\$150,000.00)	\$0.00	(\$100,000.00)	(\$100,000.00)	\$0.00	(\$100,000.00)	(\$200,000.00)	\$0.00	(\$4,317.34)	(\$654,317.34)
Total Expenditures	1,366,951.70	\$115,116.68	\$361,349.69	\$157,294.44	(\$6,984.61)	\$175,177.08	\$58,265.39	\$43,015.39	\$175,177.08	\$58,265.39	(\$56,984.61)	\$159,096.24	\$128,163.51	\$1,366,951.70
Cash Flow														
Operational Cash Flow		\$356,563.52	(\$159,201.04)	(\$157,294.44)	\$25,320.61	\$112,690.46	(\$39,929.39)	(\$24,679.39)	\$112,690.46	(\$39,929.39)	\$75,320.61	(\$5,994.47)	(\$109,827.51)	\$145,730.00
Cash on Hand	\$0.00	-	\$356,563.52	\$197,362.48	\$40,068.04	\$65,388.65	\$178,079.10	\$138,149.71	\$113,470.31	\$226,160.77	\$186,231.38	\$261,551.98	\$255,557.51	\$145,730.00
Cash End of Period		\$356,563.52	\$197,362.48	\$40,068.04	\$65,388.65	\$178,079.10	\$138,149.71	\$113,470.31	\$226,160.77	\$186,231.38	\$261,551.98	\$255,557.51	\$145,730.00	\$145,730.00

Appendix B1

Articles of Incorporation



0004337186



STATE OF IDAHO

Office of the secretary of state, Lawrence Denney
CERTIFICATE OF ASSUMED BUSINESS NAME (ABN)

Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: \$25.00

For Office Use Only

-FILED-

File #: 0004337186

Date Filed: 7/7/2021 4:09:10 PM

Assumed Business Name					
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee \$25)				
The assumed business name under which the undersigned uses in the transaction of business is:					
Entity name	Virtual Preparatory Academy of Idaho				
Type of Business					
The general type of business conducted under the assumed business name is:	Services				
Mailing Address for future correspondence:					
Address	5499 N DISCOVERY PL BOISE, ID 83713-5406				
ABN Owners					
<table border="1"> <thead> <tr> <th>Name</th> <th>Address</th> </tr> </thead> <tbody> <tr> <td>The Idaho Collaborative Learning Partners, Inc. Non-Profit Corporation (D)</td> <td>5499 N DISCOVERY PL BOISE, ID 83713</td> </tr> </tbody> </table>		Name	Address	The Idaho Collaborative Learning Partners, Inc. Non-Profit Corporation (D)	5499 N DISCOVERY PL BOISE, ID 83713
Name	Address				
The Idaho Collaborative Learning Partners, Inc. Non-Profit Corporation (D)	5499 N DISCOVERY PL BOISE, ID 83713				
Signature:					
<i>Lyndon Nguyen</i>	<i>07/07/2021</i>				
Sign Here	Date				

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

Appendix B2

Bylaws

The Idaho Collaborative Learning Partners, Inc.

**BYLAWS
OF
THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC.**

The following **BYLAWS** are for the regulation and internal operations, except as otherwise provided by the statute and by its Articles of Incorporation, of **THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC.**, an Idaho Nonprofit Corporation.

I. MEMBERSHIP

The corporation has no members. The rights which would otherwise vest in the members vest in the directors of the corporation (hereinafter “Trustees”) of THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC. (hereinafter “ICLP” OR “Corporation”). Actions which would otherwise require approval by a majority of all members or approval by the members require only approval of a majority of all Trustees.

II. BOARD OF TRUSTEES

A. Powers

The Board of Directors of the Nonprofit Corporation shall serve and be known as the Board of Trustees of the Nonprofit Corporation. The Board shall conduct or direct the affairs of the corporation and exercise its powers, in accordance with and subject to the limitations of the Chapter 52, Title 33, Idaho Code, and Idaho Nonprofit Corporation Act, 30-30-1. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board’s ultimate jurisdiction. Without limiting the generality of the powers here granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

- to elect and remove Trustees
- to select and remove officers, agents and employees of the corporation; to prescribe powers and duties for them; and to fix their compensation.
- to conduct, manage and control the affairs and activities of the corporation, and to make rules, regulations and policies.
- to enter into contracts, leases and other agreements which are, in the Board’s judgment, necessary or desirable in obtaining the purposes of promoting the interests of the corporation.

The Idaho Collaborative Learning Partners, Inc.

- to act as trustee under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust.
- to acquire real or personal property, in the name of the corporation, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property.
- to borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.
- to indemnify and maintain insurance on behalf of any of its Trustees, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of the Chapter 52, Title 33, Idaho Code and limitations noted in these Bylaws.

B. Number of Trustees

The number of Trustees of the corporation shall be not less than three (3) nor more than five (5). The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the Bylaws. As of the date on which these Bylaws are adopted, the exact number of Trustees is fixed at three (3). The names of the three initial trustees are noted in the Articles of Incorporation.

C. Election of Trustees

1. Election. The Board shall elect the Trustees by a vote of a majority of the Trustees then in office, whether or not the number of trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee.
 - a. Candidates may be any person who in the Board's discretion it believes will serve the interests of the corporation faithfully and effectively
2. Terms of Office
 - a. The term of office of all members of the initial Board of Trustees shall be one year.
 - b. At the end of the first year, the Board shall provide for staggered terms of its Trustees, by designating approximately one-third of the Trustees to one-, two-, and three- year terms. Following the expiration of those designated terms, the term of each Trustee shall continue for three years.
 - c. The term of office of a Trustee elected to fill a vacancy in these Bylaws begins on the date of the Trustee's election, and continues:

The Idaho Collaborative Learning Partners, Inc.

- (1) for the balance of the un-expired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or
- (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees authorized.
- (3) a Trustee's term of office shall not be shortened by any reduction in the number of Trustees resulting from amendment of the Articles of Incorporation or the Bylaws or other Board action.
- (4) a Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the Articles of Incorporation or the Bylaws or other Board action.

D Removal of Trustees

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

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

E Resignation by Trustee

A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice. A Trustee may not resign without first giving notice to the Idaho Attorney General if the Trustee's resignation would leave the corporation without a duly elected Trustee in charge of its affairs.

F Vacancies

A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee; upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

G Compensation of Trustees

Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting corporation business.

The Idaho Collaborative Learning Partners, Inc.

III. PRINCIPAL OFFICE

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

IV. MEETINGS OF THE BOARD

A. Place of Meetings

Board Meetings shall be held at the corporation's principle office or at any other reasonably convenient place as the Board may designate and in compliance with the Idaho Open Meetings Law, Idaho Code §§ 74-201 through 74-208.

B. Annual Meetings

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

C. Regular Meetings

Regular Meetings shall be held the first Tuesday of each month at the principle office and shall be open to the public.

D. Special Meetings

Special Meetings can be held at any time, called by the Chair or by any two (2) Trustees and shall be open to the public.

E. Adjournment

A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Trustees if the time and place be fixed at the meeting adjourned, except if the meeting is adjourned for longer than 24 hours. Notice of the adjournment shall be given as specified in these Bylaws.

F. Notices

Notices of Board Meetings shall be given as follows:

Annual Meetings and Regular Meetings may be held without notice as noted in the Bylaws when the Board fixed the time and place of such meetings. Special Meetings shall be held upon four days' notice by first-class mail or 48 hours' notice delivered personally or by telephone, facsimile or e-mail. Notices will be deemed given when deposited in the United States mail, addressed to the recipient at the address shown for the recipient in the corporation's records, first-class postage prepaid; when personally delivered in writing to the

The Idaho Collaborative Learning Partners, Inc.

recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Trustee or to a person whom it is reasonably believed will communicate it promptly to the Trustee.

G. Waiver of Notice

Notice of a meeting need not be given to a Trustee who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protest prior to the meeting or at its commencement, of the lack of notice. The Secretary shall incorporate all such waivers, consents and approvals into the minutes of the meeting.

V. ACTIONS BY THE BOARD

A. Quorum

A quorum consist of a majority of the fixed number of Trustees

B. Action by the Board

1. Actions Taken at Board Meetings. The actions taken and decisions made by a majority of the Trustees present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for the purposes of appointing committees and delegating authority thereto, or amending the corporation's Bylaws, where the action of a majority of Trustees then in office is required by the Chapter 52, Title 33, Idaho Code or as set out in these Bylaws. The Board may continue to transact business at a meeting at which a quorum was originally present, even though Trustees withdraw, provided that any action taken is approved by at least a majority of the quorum required.
2. Board Meeting by Conference Telephone. Trustees may participate in a Board meeting through use of conference telephone or similar communication equipment, so long as all Trustees, participating in such meeting can hear one another. Participation in a meeting pursuant to this section constitutes presence in person at such meeting. All board meetings conducted by telephone conference call shall fully comply with the Idaho Open Meetings Law, Idaho Code §§ 74-201 through 74-208

C. Committees

1. Appointment of Committees. The Board may appoint one or more Board Committees by vote of the majority of Trustees. A Board Standing Committee will consist of at least two Trustees, who shall serve at the pleasure of the Board.
2. Authority of Board Committees. The Board may delegate to a Board committee any of the authority of the Board, except with respect to:
 - a. the filling of vacancies on the Board or any committee which has the authority of the Board.
 - b. the amendment or repeal of any Board resolution.

The Idaho Collaborative Learning Partners, Inc.

- c. the amendment or repeal of Bylaws or the adoption of new Bylaws.
 - d. the appointment of other committees of the Board, or the members of the committees.
 - e. the expenditure of corporate funds to support a nominee for Trustee.
 - f. the approval of any self-dealing transaction, as defined by Chapter 52, Title 33, Idaho Code.
3. Procedures of Committees. The Board may prescribe the manner in which the proceedings of any Board Committee are to be conducted. In the absence of such prescription, a Board Committee may prescribe the manner in which the proceedings of its committee are conducted, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws with respect to the calling of meetings.

D. Standard of Care

1. Performance of Duties. Each Trustee shall perform all duties of a Trustee, including duties on any Board Committee, in good faith, in a manner the Trustee believes to be in the corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.
2. Reliance on Others. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:
 - a. one or more officers or employees of the corporation whom the Trustee believes to be reliable and competent in the matters presented;
 - b. legal counsel, independent accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or
 - c. a Board Committee on which the Trustee does not serve, as to matters within its designated authority, provided the Trustee believes the Committee merits confidence and the Trustee acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.
3. Investments. In investing and dealing with all assets held by the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

E. Rights of Inspection

Every Trustee has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the Corporation, provided that such

The Idaho Collaborative Learning Partners, Inc.

inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law pursuant Chapter 3, title 9 Idaho Code, on disclosure of public records.

F. Participation in Voting

A quorum of the board consists of a majority of the Trustees in office immediately before a meeting begins. The action of the majority of the Trustees present at a meeting at which a quorum is present shall be the action of the Board. A majority of the committee members fixed and appointed by the Board shall constitute a quorum for the transaction of business at a meeting of such committee. The action of the majority of the committee members present at a meeting at which a quorum is present shall be the action of the committee.

G. Executive Sessions

Executive sessions may be held during any meeting after the presiding officer has identified the authorization under this act for the holding of such executive session pursuant Chapter 2, Title 74 Idaho Code. Every Trustee has a duty to maintain the confidentiality of all Board executive session deliberations, and discussions. Any Trustee violating this confidence may be removed from the Board. Moreover, the ICLP Faculty or Student Representative may be disciplined, including immediate dismissal, if Board executive session information is disclosed without the Chair's prior approval.

No executive session may be held for the purpose of taking any final action or making any final decision.

Labor negotiations may be conducted in executive session if either side requests closed meetings. Notwithstanding the provisions of section 74-204, Idaho Code, subsequent sessions of the negotiations may continue without further public notice.

VI. OFFICERS

- A. The Officers of the corporation consist of a President (hereinafter "Chair"), Vice President (hereinafter "Vice Chair"), a Secretary and a Chief Financial Officer (hereinafter "Treasurer"). The corporation also may have such other officers as the Board deems advisable.

1. Chair. Subject to Board control, the Chair has general supervision, direction and control of the affairs of the corporation, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings.

The Idaho Collaborative Learning Partners, Inc.

2. Vice Chair. If the Chair is absent or disabled, the Vice Chair shall perform all the Chair's duties and, when so acting, shall have all the Chair's powers and be subject to the same restrictions. The Vice Chair shall have other such powers and perform other such duties as the Board may prescribe.
3. Secretary. The Secretary shall:
 - a. keep or cause to be kept, at the corporation's principle office, or such other place as the Board may direct a book of minutes of all meetings of the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings;
 - b. keep or cause to be kept a copy of the corporation's Articles of Incorporation and Bylaws, with amendments;
 - c. give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and
 - d. have such other powers and perform such other duties as the Board may prescribe.
4. Treasurer. The Treasurer shall:
 - e. keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts and disbursements;
 - f. make the books of account available at all times for inspection by any Trustee;
 - g. deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board designates;
 - h. disburse or cause to be disbursed the corporation's funds as the Board directs;
 - i. render to the Chair and the Board, as requested but no less frequently than at the beginning of each quarter, an account of the corporation's financial transactions and financial condition;
 - j. prepare annual financial report and budget;
 - k. to cause to be made a full and complete audit of the financial statements of the school as required in section 67-450B, Idaho Code. The auditor shall be employed on a written contract. One (1) copy of the audit report shall be filed with the state department of education, after its acceptance by the board of trustees, but not later than October 15.
 - l. prepare any reports on financial issues required by an agreement on loans; and
 - m. have such other powers and perform such other duties as the Board may prescribe.

B. Election, Eligibility and Term of Office

1. Election. The Board shall elect the officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that

The Idaho Collaborative Learning Partners, Inc.

purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.

2. Eligibility. A Trustee may hold any number of offices, except that neither the Secretary nor Treasurer may serve concurrently as the Chair.
3. Term of Office. Each officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

C. Removal and Resignation

The Board may remove any officer, either with or without cause, at any time. Such removal shall not prejudice the officer's rights, if any, under an employment contract. Any officer may resign at any time by giving written notice to the corporation, the resignation taking effect on receipt of the notice or at a later date specified in the notice.

VII. NON-LIABILITY OF TRUSTEES

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

VIII. INDEMNIFICATION OF CORPORATE AGENTS

The corporation may, in accordance with section 30-30-626 of the Act, indemnify any Trustee, officer, or employee of the Corporation against expenses actually and reasonably incurred in connection with the defense of any action, suit or proceeding, whether civil, criminal, administrative or investigative, in which such person is made a party, or is threatened to be made a party, by reason of being or having been an officer, except in relation to matters as to which such person is judged to be liable for willful misconduct in the performance of such person's duties to the Corporation.

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

IX. INSURANCE FOR CORPORATE AGENTS

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

X. SELF-DEALING TRANSACTIONS

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

XI. OTHER PROVISIONS

A. Fiscal Year

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

B. Execution of Instruments

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

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

C. Checks and Notes

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes, orders for the payment of money, and other evidence of indebtedness of the corporation may be signed by the Chair, Treasurer or ICLP Administrator.

D. Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the Idaho Charter Schools Act and Idaho Nonprofit Corporation Act shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for conveniences for reference only and are not intended to limit or define the scope or effect of any provisions.

E. Conflict of Interest

Any Trustee, Officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure in writing of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist or can be reasonably construed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). Each of the trustees and the Board of Trustees shall at all times comply with the Ethics in

The Idaho Collaborative Learning Partners, Inc.

Government Act, Idaho Code sections 74-401 *et seq.* and shall comply with the General Standards for Directors, Idaho Code section 30-30-623. The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of interest policies requiring:

- a. regular annual statements from Trustees, officers, key employees to disclose existing and potential conflict of interest; and
- b. corrective and disciplinary actions with respect to transgressions of such policies.

For the purpose of this section, a person shall be deemed to have an “interest” in a contract or other transaction if he or she, or a spouse is the party (or one of the parties) contracting or dealing with the corporation, or is a director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the corporation.

F. Interpretation of Charter

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

XII. AMENDMENT

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

The foregoing Bylaws were regularly adopted by the Board of Directors of THE IDAHO COLLABORATIVE LEARNING PARTNERS, INC. at the meeting of the Board of Directors held on the 6th day of October, 2021.

DocuSigned by:
Sonja Howerton
1387897450AB4A8

Chair of the Board

CERTIFICATE OF SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of The Idaho Collaborative Learning Partners, Inc., a nonprofit public benefit corporation duly organized and existing under the laws of the State of Idaho, that the foregoing Bylaws of said corporation were duly and regularly adopted as such by the Board of Trustees of said corporation, whose Trustees are the only members of said corporation; and that the above and foregoing Bylaws are now in full force and effect

Secretary

Appendix C1

Board Member Resumes

SONJA HOWERTON

10448 McKinley Street, Nampa, ID 83687 • 208-869-8138 • sonjahowerton@yahoo.com

SUMMARY OF QUALIFICATIONS

- Innovative business leader with a variety of educational and community-focused programmatic expertise
- Exceptional leader with a track record that demonstrates self-motivation and initiative
- Team-spirited professional, focusing on positive and proactive outcomes and success outcomes
- Strategically focused to accomplish business, operational, budgetary, and marketing objectives

Idaho Network of Children's Advocacy Centers Executive Director

7/2021 – Current – Boise, ID

- Provide strategic leadership by developing and executing the organization's vision, mission, and long-term goals, ensuring alignment with community needs and stakeholder expectations
- Lead board engagement by collaborating with the Board of Directors to set organizational priorities, develop policies, and implement governance best practices
- Manage federal grants by overseeing the preparation, submission, and compliance of grant applications, reports, and audits, ensuring alignment with funding requirements and organizational goals
- Implement and evaluated programs by leading the design, execution, and assessment of key initiatives, ensuring alignment with grant objectives and community impact metrics
- Oversee service tracking by establishing systems for monitoring program outputs and outcomes, utilizing data to drive continuous improvement and inform strategic decisions
- Direct budget and bookkeeping activities by overseeing financial planning, monitoring, and reporting, ensuring fiscal responsibility and adherence to non-profit accounting standards
- Provide staff leadership by mentoring and developing a team of professionals, fostering a culture of collaboration, accountability, and excellence
- Ensure compliance with all federal, state, and local regulations by maintaining up-to-date knowledge of relevant laws and best practices, and implementing processes to meet legal and ethical standards
- Develop and direct professional development and training events that support state-wide advocacy efforts
- Collaborate and support Multi-Disciplinary Teams that strengthen networks and support for top-quality community support for children maltreatment cases in the state of Idaho
- Inspire community action and victim healing through events, promotional efforts, social media, and support groups

Heritage Academy

District Data Director and Board Clerk

8/12 – Current – Jerome, ID

- Direct student information system input, use and state data alignment for reporting submissions
- Maintain Board communication, meeting scheduling and open meeting law compliance

Nampa First Church of the Nazarene

Youth and Young Adult Assistant

12/2020 – 3/2022 – Nampa, ID

- Coordinate youth programming logistics including communication, event coordination, database management, social media, and promotion
- Communication strategy to keep parents informed and communicate program logistics via work-streams and customer relationship management software
- Develop and coordinate strategic multimedia resources

Stride, Inc. (K12, Inc.)
Program Manager
Remote, ID

10/12 – 11/20 –

- Led large, global, and often virtual groups of multi-disciplinary teams of highly-talented professionals
- Developed and refined project plans that specified goals, strategy, staffing, scheduling, identification of risk, contingency plans, and allocation of available resources
- Coordinated the execution of tasks for successful project plans
- Strategized and deployed programmatic promotion and awareness campaigns across a variety of proprietary and social platforms for awareness that drove programmatic growth and success
- Collaborated with cross-functional team to strengthen programmatic quality and value, and maintained relationships with other departments by recognizing dependencies in order to assess potential partnerships
- Measured project performance with a variety of tools and techniques that monitored the progress of projects, identified and quantified variances, performed corrective actions, and communicated to stakeholders
- Evolved processes, tools and metrics that enabled effective and efficient delivery of company projects and programs
- Innovated new programs and projects that increased customer satisfaction and retention
- Managed team of 40 contracted staff to meet programmatic objectives
- Trained, coached and mentored junior staff and contractors
- Authored monthly reports and regularly presented to communicate success and opportunities of programs
- Evaluated and developed organized reporting structure for program success measurements and data tracking
- Structured, developed, tracked and reported budgets

Heritage Community Charter School

Director of Business, Marketing & Community Relations

8/11 – 1/12 – Caldwell, ID

- Managed student data systems to track enrollment, attendance, and grading
- Strategized start up planning and continued maintenance of daily school business
- Networked with community leaders and organizations to maintain public presence and perceptions of success
- Researched and coordinate grant writing and fundraising activities
- Coordinated procurement of curriculum resources for classrooms
- Lead student programming to stand up student leaders and inspire community engagement

K12, Inc.

Local Development Manager

6/05 – 7/11 – NV, UT, ID

- Scheduled, coordinated and led over 200 events annually that increased awareness of educational programs and choices
- Growth of school enrollment from 300 students to over 3,000 in 4 years
- Developed public relations outreach through community involvement and sponsorship opportunities
- Managed special task team and parent volunteer support to help facilitate state coverage and exposure
- Maintained rigorous travel schedule
- Tracked and reported budget controls and reports along with weekly expense reporting
- Initiated community building events that increased our states retention of applicants
- Communicated and presented regularly about success in our state
- Telecommute with self-motivated independence

Northwest Children's Home Caldwell Education Center
Building Administrator

10/02 – 8/05 – Nampa, ID

- Coordinated daily business activities related to running a small private school program, including budgeting and HR controls
- Developed networking connection in the community through service club membership, general fund development outreach and business networking and presentations with the focus to increase community participation and donor relationship development
- Maintained working relationships with local agencies and support groups designated to aid and assist families with at-risk youth - including school districts, Health & Welfare, and private counseling and service agencies
- Assisted teachers and students in their classrooms with assignments, discipline, and curriculum need fulfillment
- Preserved discipline codes and guidelines and researched new methods that would benefit students and teachers in the school setting
- Coordinated staff training and development to meet requirements and codes for special school status

Better Business Bureau, Inc.
Marketing & Events Coordinator
ID

12/97 – 10/02 - Boise,

- Hosted and led speaking series in local schools to inform and educate students about consumer education
- Developed enhanced one on-one business relationships with professionals in the pursuit of financial sponsorships and funding of several Bureau organized programs
- Budgeted annually for large business recognition event
- Maintained communication efforts with current customers/members for the entire Bureau system through monthly newsletters
- Strengthened communication with professional businesses and public/media presentation
- Designed and published advertisements for promotion in local print media
- Coordinated and assisted in the promotion of television and radio campaigns
- Obtained a wide variety of industry and general consumer information knowledge for the use of counseling and small and large group presentations and continuing educational seminars for professionals
- Managed and enhanced several special focus programs and events with limited budgets

EDUCATION

12/97	Bachelor of Business Administration	Boise State University – Boise, ID
6/11	MBA & Masters in Marketing	Grand Canyon University – Phoenix, AZ
6/14	Project Management Course Certificate	Boise State University – Boise, ID

Karen A. McGee
Curriculum Vitae

Education:

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

Employment:

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

Appointments and Awards

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

Professional Organizations:

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

Katey Dahlstrom, Ed. S., NCSP
P.O. Box 693 Picabo, ID 83348
208-514-6308 katey.dahlstrom@gmail.com

Nationally Certified School Psychologist, Owner of KD School Psychology LLC

PROFICIENCIES

- Provide comprehensive & high quality school psychology services for ages 3-21 to include:
 - Expertise in working with rural districts & high English Learner populations.
 - Conduct comprehensive evaluations and related special education reports and documents.
 - Consultation services for behavioral, academic, social/emotional interventions.
 - Participate in MTSS/RTI programming.
 - Provide consultation/training services to special education staff regarding eligibility, IEPs, & special education procedures.
 - Conduct risk/threat assessments, counseling & crisis interventions.
 - Proficient at diffusing difficult situations and arriving at a positive outcome.
 - Proven history of evaluating and advising districts regarding special education compliance.

PROFESSIONAL EXPERIENCE:

KD School Psychology LLC, Picabo, ID

Contract with the: Gooding School District (8/2017-present); Shoshone School District (8/2018-present); Mackay School District (8/2018-2020); Wendell School District (8/2019-present); Syringa Mountain School (2021); Camas County School District (2021-2022); Blaine County School District (2021-2023)

Blaine County School District, Hailey, ID

Carey Schools, Silver Creek High School (Alternative High School), BCSD Developmental Preschool (8/2017-6/2018)

KD School Psychology LLC, Boise, ID

Contracted with the Nampa School District (8/2015 – 6/2017) & Caldwell School District (8/2015-6/2016)

Canyon-Owyhee School Service Agency, Wilder, ID

Marsing School District, Notus School District, COSSA Developmental Preschool (8/2012-6/2015)

Southern Idaho School Psychology, Hailey, ID

Glenns Ferry School District (August 2013-June 2014)

WORKSHOPS PROVIDED:

Response to Intervention. In-service presentations to elementary school staff. Information presented included strategies for data collection and monitoring as well as review of the problem-solving process and the basics of response to intervention.

Dual Language Learning. Workshop presenter at the National Head Start Dual Language Institute, Washington, D.C.

PROFESSIONAL AFFILIATIONS:

SESTA/State Department of Education's School Psychologist Workgroup
EdPlan Usergroup Committee
National Association of School Psychologists – member since 2012
Idaho School Psychologists Association - member since 2012

EDUCATION:

Idaho State University, Pocatello, ID
Education Specialist in School Psychology, May 2013
Masters of Education in Human Exceptionality: School Psychological Examiner, May 2012

PROFESSIONAL CREDENTIALS & CERTIFICATIONS

Idaho Education Credential – 7024 School Psychologist, Edu ID 718463515
Nationally Certified School Psychologist (NCSP), Certification Number 44629
Praxis School Psychologist Exam, ID Number 10187361, 10/12/2012

Mr. Ostermeyer has 43 years of Professional Investment Experience, serving clients in ID, AZ, IL, UT, WA, FL, IN, MD, MS, OR, WY. He is the CEO of Managed Resources, LLC and a native of North Idaho.

Credentials- BA-University of Idaho, MRFC (Master Registered Financial Consultant) AIF (Accredited Investment Fiduciary)

Licenses - Investment Advisor Representative with American Independent Securities Group (AISG). Securities licensed, 63,65,6,7 (<http://brokercheck.finra.org>). Life, Health and Disability Insurance.

Mr. Ostermeyer has been involved in many local, State, and regional community activities, including:

Current:

- Idaho Department of Insurance, Continuing Education Committee, appointed

Past:

- International Association Registered Financial Consultants (IARFC) US Chapter Board of Directors
- International Association Registered Financial Consultants (IARFC) National Accreditation/Testing Committee - 2013-2015
- Non-Profit Leadership professional certification, University of Idaho
- City of Post Falls ID, Planning and Zoning Commissioner, appointed
- Board Member, Elected, Museum of North Idaho
- Elected Precinct Committeeman (26), Kootenai County
- Elite Division Marshall, Spokane Hoopfest, 27 years, retired.
- State of Idaho, Workforce Development Council
- Appointed Region 1, Workforce Development Board
- Idaho Public Records and Open Meetings certification
- Trustee and Chair, North Idaho College Board of Trustees, elected
- State Chair, Idaho Community Colleges
- President, North Idaho College Booster Club
- Junior Achievement program
- High School Football and Basketball Official, retired
- Big Sky Conference and Scenic West Basketball Officials reviewer
- Teaching assistant, Behavioral Statistics, Psychology Dept. University of Idaho
- NCAA Statistician, football and basketball, University of Idaho
- Presidential Search Committee, North Idaho College
- Athletic Review Committee, North Idaho College
- Idaho State softball ASA Tournament batting title
- First place State DECA - Decision Making

Securities and Advisory Services offered through American Independent Securities Group, LLC (AISG)
Member FINRA/SIPC, an SEC Registered Investment Advisor, P.O. Box 579, Eagle, ID 83616.
Managed Resources, LLC is a separate entity not affiliated with AISG

BOARD MEMBER

Don Lynn

PROFILE

With a varied professional career as well as prolific work in non-profits, I bring a broad spectrum of experience to any role.

EXPERIENCE

EXECUTIVE ADMINISTRATOR/CO-PASTOR, LOGIKOS MINISTRIES – 2024-PRESENT

Administrate on-line ministry that reaches millions around the world. Support all areas of ministry including finances, communication, and live-streams.

INSURANCE SALES REP/OFFICE MGR, BRIAN GOETZ STATE FARM -
2001-2014/2022-2024

Sales representative in Idaho's largest State Farm agency. Primary responsibility is to work with new potential clients to identify and provide insurance coverage to meet their needs for maximum protection. Consistently led the team in quoting and sales, helping to continue to grow the Agency while also helping to manage the Agency as a whole.

FOUNDING/LEAD PASTOR, HEART OF THE CITY CHURCH - HONDURAS – 2016-2022

Started and built a thriving church in San Pedro Sula, Honduras, CA. Worked with impoverished communities to help provided spiritual care as well as meeting practical needs such as basic healthcare, nutrition, and emergency needs.

EXECUTIVE PASTOR, HEART OF THE CITY CHURCH - 2014-2016

Administrate a large church, including supporting the entire pastoral team as well as a growing congregation. Provide pastoral counseling, teaching, and lead various teams within the organization.

COMMUNITY LEADERSHIP

- Current Board Member: Logikos Ministries; JTTN International; Heart of the City Church; Deep Waters Ministries; VPA of Idaho
- Former Board Member: Honduran Fellowship of Missionaries & Ministries; Idaho Virtual Academy; Founding member/former President - Thursday Evening Rotary Club; IDVA - Parent-Teacher Advisory Board

ACCOMPLISHMENTS

Served on the Idaho Virtual Academy School Board as both Chairperson and Vice-Chair. Helped IDVA become one of the leading virtual charter schools at a time when virtual learning was becoming a new and viable learning option

Appendix C2

Board Member Chart

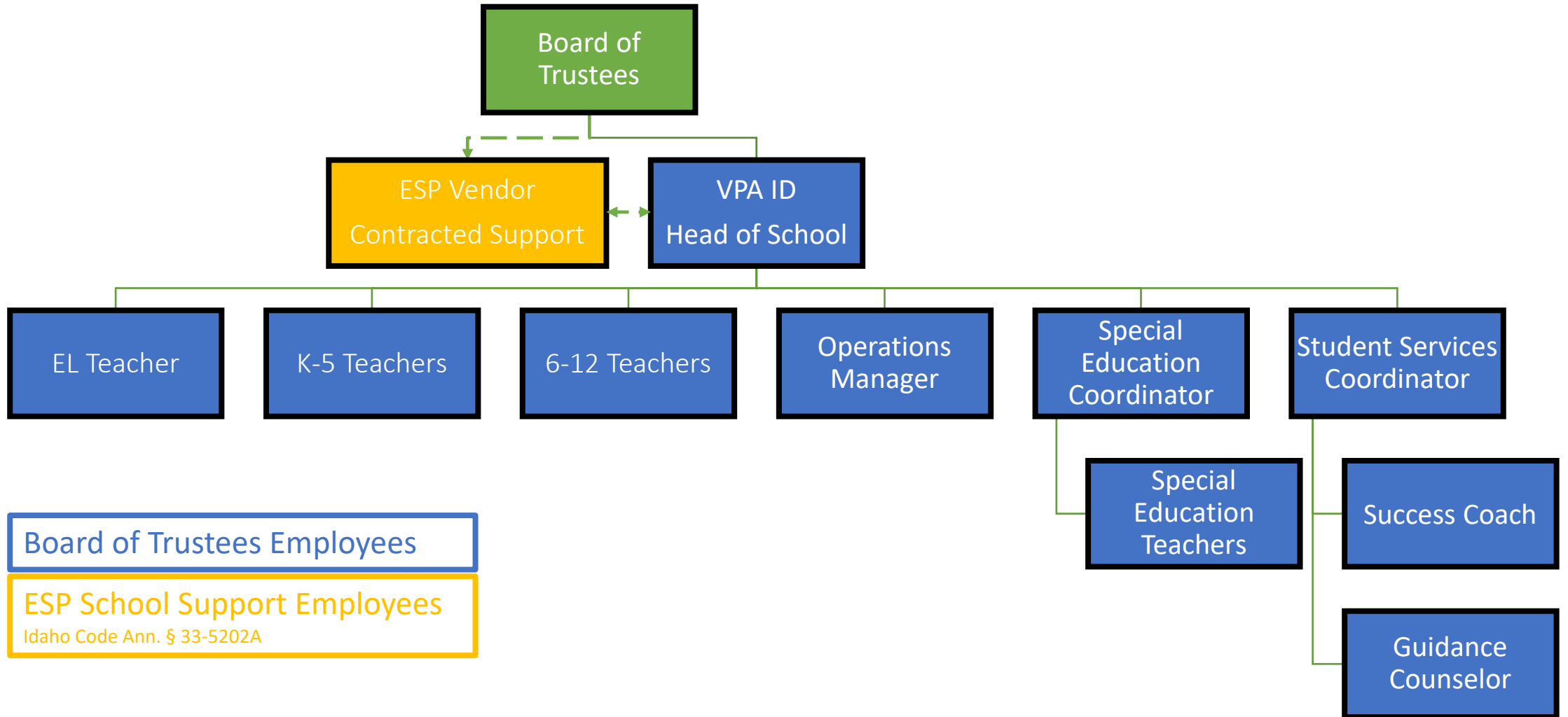
Name	State of Residence	Title/Position
Sonja Howerton	Idaho	Board Chair
Karen McGhee	Idaho	Vice Chair
Katey Dahlstrom	Idaho	Secretary
Don Lynn	Idaho	Treasurer
Fred Ostermeyer	Idaho	Member

Appendix D

Organizational Chart

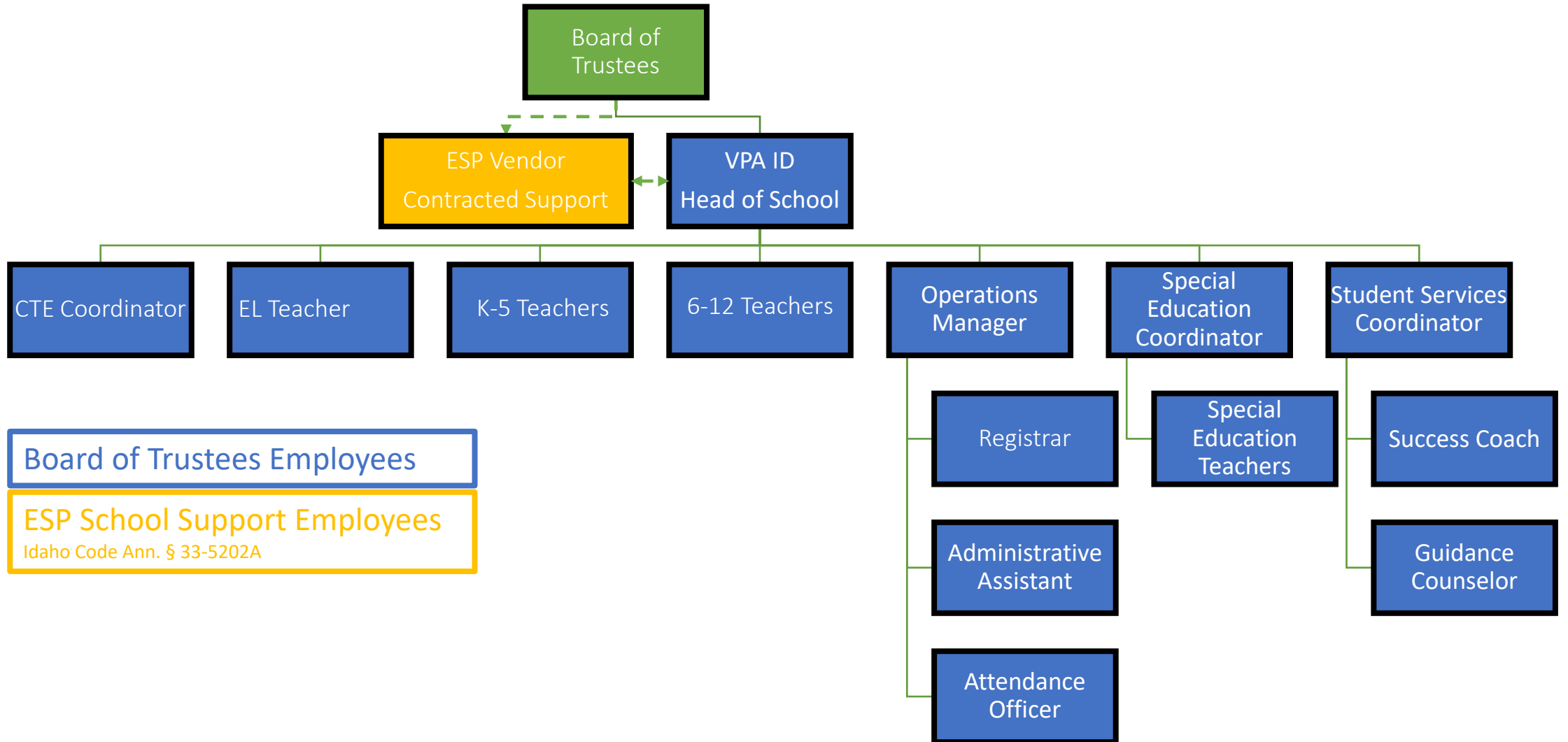
Virtual Preparatory Academy of Idaho Organization Chart

Year 1



Virtual Preparatory Academy of Idaho Organization Chart

Year 3



Appendix E
ESP Documentation:
Draft Agreement

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT

THIS EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT (“Agreement”) entered into on _____, 2024, (the “Effective Date”) is between Accel Online West LLC, a Delaware limited liability company (the “Manager”), and Idaho Collaborative Learning Partners, Inc., a Idaho non-profit corporation (the “Board”). Manager and Board separately may be referred to as a “Party” and together the “Parties”.

WITNESSETH

Whereas, the Board is organized under the laws of the state of Idaho (the “State”) and the has entered into a School Charter Agreement (the “Charter Agreement”) with Idaho Public Charter School Commission (the "Authorizer") pursuant to which the Board is authorized to operate Virtual Preparatory Academy of Idaho, a statewide virtual public charter school under State law;

WHEREAS, the Manager provides the virtual school program with complete curriculum (together with any future improvements, alterations or refinements thereto), and services, including educational, managerial, operational, financial, technology (the “Model”) and other consulting services, as requested, to schools. The Model provides a learning experience that combines the best of online instruction with its capacity for individualized self-paced learning. The Model features innovative, interactive curriculum and teacher-led instruction through both synchronous classes and asynchronous interaction with enrolled students;

WHEREAS, the Board desires the Manager to provide the Model necessary to operate the School in accordance with federal, State and local laws, and the Board’s policies; and

WHEREAS, the Manager desires to provide the services referenced above.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the Parties agree:

1. Term. This Agreement shall have a term of five (5) years, commencing on July 1, 2025, and expiring on June 30, 2030 (the “Initial Term”), unless terminated before the expiration date as provided for herein. Thereafter, this Agreement shall automatically renew for two successive ten (10) year terms (each a “Renewal Term”) unless one Party notifies the other Party not less than eighteen (18) months prior to the expiration of the then-current term of its intention not to renew this Agreement. The Initial Term and any Renewal Term are collectively, the “Term”. Non-renewal of this Agreement may be for any reason or no reason.

2. Charter Agreement. The Board shall obtain and maintain the governance and organizational structure necessary to operate the School in accordance with applicable law and the Charter Agreement. To assist the Board in carrying out the terms of the Charter Agreement, the Board contracts with the Manager to provide the Model and certain functions, equipment, technology, supplies, services and labor necessary to operate the School. In providing products and services required by this Agreement, the Manager must observe and comply with all applicable federal, State and local laws. The Manager shall be accountable to the Board for

the administration, operation and performance of the School in accordance with the Charter Agreement and as set forth herein. The Board shall not amend the Charter Agreement during the Term in any manner that materially affects the responsibilities and obligations of the Manager and the Board without the Manager's prior written approval. The foregoing notwithstanding, the Board may amend the Charter Agreement to reflect changes required by applicable law provided that if any such change results in additional cost to the Manager, the Parties may renegotiate terms of this Agreement to account for such changes and if the Parties cannot reach mutually agreeable terms, the Manager shall have the right to terminate this Agreement.

3. Educational Products and Services. The Board contracts with the Manager to provide the functions outlined below related to operating the School, to the extent permitted by law:

(a) Academic Program Including Curriculum and Assessment.

(i) The Manager shall provide the Model to the Board for use at the School, ensure that the Model is aligned with applicable law, and continuously monitor and assess the implementation of the Model at the School.

(ii) Pursuant to Sections 13 and 14 below, Manager will grant access to its learning ecosystem, called the Accel Management Platform ("AMP"), which provides an integrated system for education and school operation. It includes integration of rigorous and research-based online courses and functions as a powerful learning management system; a comprehensive student information system and reporting system; a live Webinar tool; a balanced student assessment system; and instructional data integration and presentation tools. AMP is a single sign-on experience that hosts synchronous and asynchronous lessons allowing for student-centered learning. AMP is capable of providing real-time progress monitoring, and can allow teachers instantaneous access to standards-aligned and performance-based data about each student. Using AMP, teachers can better identify students who need small group or one-on-one instructional support.

(iii) The Model includes all subjects and grades Manager generally offers to its managed programs customers; and additional curriculum or educational programs Manager recommends to achieve the goals of the School. Curriculum consists of a robust offering of classes in core subjects, advanced placement, electives, and career technology courses, along with an array of supplemental courses for specific student needs. The Model, centered on data, enables teachers to custom-tailor academic programs to students' unique skills and interests, and provides students, parents, teachers, and administrators with a single sign-on, consistent user experience.

(iv) **English Language Learners (ELL).** The School will meet the needs of ELL as required by State and federal law.

(v) **Students with Special Needs.** In serving students with disabilities, the School will comply with all applicable State and federal laws including, but not

limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”), and the Individuals with Disabilities Education Act (“IDEA”).

The School will have a continuum of special education services and range of placements available to ensure it is providing a free appropriate public education (FAPE) in the least restrictive environment (LRE). Itinerant, supplementary or full-time special education support will be provided in accordance with the student’s IEP.

(vi) **Gifted Students.** Teachers will work closely with the parent/guardian and the School curriculum team to ensure a steady flow of enrichment activities for students working above grade level. Students will further benefit from the advantages of virtual gifted education as they will be able to work significantly above grade level without the restraints of traditional school classroom pacing. AP courses are available in Mathematics, Language Arts, Spanish, Science, and History/Government.

(vii) The Manager shall provide the State Department of Education (“SDE”) with such reporting as is necessary to participate in its school accountability system. From time to time, the Manager shall redefine, modify and/or replace the Model and/or testing procedures as it deems necessary but with prior notification and consent of the Board.

(b) **Student Services.** Manager provides staffing of a Student Services team that endeavors to empower students to overcome academic, social, emotional, mental health or other challenges to facilitate students’ success in school and in their community. This approach is designed to be holistic including, where appropriate, early intervention, social development, support services, and linking families to School and community resources. Student Services team members and teachers endeavor to work together with students’ families to provide students with wrap around support needed to promote student motivation and timely graduation.

(c) **Assistive Technology (AT).** If the case conference committee determines that a student needs any assistive technology devices or services, the School will provide the requisite AT including any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified or customized. Students in need will have access to screen readers, text readers, dictation and word prediction software, large monitors, alternative keyboards and mice, and other AT as specified in the students’ IEP.

(d) **Academic Progress Reporting.** The Manager shall report academic progress annually to the Board, consistent with State requirements, and provide regular updates at Board meetings if so requested by the Board. The Manager shall timely comply with all requirements of local, State and federal laws relating to public schools, and all audits and requests by the State relating to the demonstration of these requirements must be successfully completed. The Board shall give reasonable

allowance under the circumstances for appropriate time for documentation, reporting, analysis, and rectification of any non-compliance and complaints.

(e) Records Management.

(i) Manager will maintain student, business and other records pertaining to the operation of the School, together with all additional records prepared by or in the possession of Manager, as is required and in the manner provided by applicable laws and regulations, and retain such records on behalf of the School until this Agreement expires or is terminated. After expiration or termination of this Agreement, Manager will deliver the records to the Board which shall thereafter be solely responsible for the retention and maintenance of the records. The aforementioned records are and shall be at all times the property of the School, provided, for the avoidance of doubt, that records of the Manager and its Affiliates pertaining to their existence and operation (including, without limitation, records maintained by Manager and its Affiliates in respect of its employees) are the sole and exclusive property of the Manager and its Affiliates. Manager and the Board will maintain the proper confidentiality of such records as required by laws and regulations. "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through ownership of voting securities, by contract interest or otherwise.

(ii) The Board recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 ("FERPA") and the State open records act, that Manager has a legitimate educational interest in the disclosure to Manager by the Board (or its designees) of a student's educational records and that such records shall be disclosed to Manager so Manager may provide the products and services described in this Agreement. The Board recognizes and agrees that Manager and its Affiliates are "school officials" and have a "legitimate educational interest" as permitted by FERPA, and the Board will take all steps necessary to ensure Manager has access to records necessary to permit the provision of the products and services hereunder. Manager shall help facilitate, to the extent requested by the Board, the availability of all School records, whether physically or electronically, upon reasonable request.

(iii) Manager shall provide such other information, including written reports, as reasonably requested by the Board.

(f) Administrative Facility and Facility Management.

(i) (i)The Manager will provide a facility for the School located at [] or such other facility as shall be selected by the Manager and approved by the Board in writing ("Administrative Facility"). During the Term, the Administrative Facility shall be used only for administrative purposes.

(ii) The Manager shall be responsible for providing such maintenance and custodial services for the Administrative Facility as it deems necessary or appropriate.

(iii) Upon the recommendation of the Manager and subject to prior written approval by the Board, which approval shall not be unreasonably withheld, the Manager may increase or decrease the size of the Administrative Facility or move the Administrative Facility to another location by leasing or purchasing a suitable facility for the School.

(iv) In the event the Administrative Facility or any portion thereof is determined to be or becomes unsafe or otherwise unsuitable for the School's intended use to the extent that use thereof must cease immediately, the Manager may relocate some or all of the Administrative Facility needs to another suitable location on a temporary or permanent basis without first obtaining the School's approval under (iii) above. The Manager shall notify the Board and the Authorizer immediately in the event of any such relocation and shall, in a timely fashion, provide the Board and the Authorizer with reasonable proof that the alternate location is a suitable facility for the School's intended use.

(v) The Manager shall report to the Board on any material changes to the Administrative Facility location.

(vi) The School will make available to the Manager, at no cost or fee, all space at the Administrative Facility necessary and reasonable to perform the services described in this Agreement that are not otherwise provided online or remotely from the Manager's usual place of business. Manager may provide other services elsewhere, unless prohibited by the Charter Agreement, or applicable laws or regulations.

(g) Equipment, Technology, and Operational Support Services.

(i) The Manager is solely responsible for designing, selecting, coordinating the purchase of, implementing, and managing technology used by the School, irrespective of the source of funding. Unless provided otherwise herein, all personal property shall be owned and purchased by and for the Manager's own account and not on behalf of the Board.

(ii) The Manager shall purchase or lease all equipment used in operating the School, and shall maintain the equipment in proper working order. The Manager may sell, scrap or dispose of its personal property after determining in its sole discretion that the property is obsolete, unneeded, excessive, broken, or inoperable.

(iii) The Manager shall determine the suitability of technology for use in the School.

(iv) The Manager shall monitor production services, i.e., the learning management and content management systems.

(v) The Manager shall monitor and analyze data to fix production issues as they arise.

(vi) The Manager shall generate reports on student academic performance, attendance and progress.

(vii) The Manager shall develop, design, publish and maintain the School's website.

(viii) The Manager shall determine hardware configurations (including software and operating systems) for the School's technology needs.

(ix) Manager shall provide a computer for each student who is eligible for Free & Reduced-Price Meals ("F&RM") and submits a request for a computer with an accompanying completed F&RM form.

(x) The Manager shall provide support for School administration in troubleshooting system errors.

(xi) The Manager shall train staff and teachers in the use of any technology used in operating the School, including procedures, forms, and systems.

(xii) The Manager shall ensure compliance with State and federal laws applicable to children and technology, including the Children's Internet Protection Act.

(xiii) The Manager shall provide other technology support services requested and mutually agreed upon by the Board and Manager.

(h) Management and Management Consulting. It is the responsibility of the Manager to perform as follows:

(i) Head of School to Perform-perform day-to-day management of the School in accordance with the applicable laws, and the Charter Agreement and adopted School policies.

(ii) Provide the Model and academic program development as described in this Agreement and the Charter Agreement.

(iii) Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations of the School or as required by the Charter Agreement.

(iv) Advise the Board regarding the School's special education and special needs students, programs, processes and reimbursements through the Manager's special education department.

(v) Provide student data information management services, student assessment, and assessment analysis required by law or otherwise deemed necessary or useful by the Manager and provide the same to the Authorizer to the extent required by the Charter Agreement.

(vi) From time to time and as deemed necessary by the Manager, draft school operations manuals, forms (including applications, enrollment and similar forms), and management procedures.

(i) Marketing, Public Relations and Student Recruitment. Manager's experienced marketing team will work closely with the Board and School leadership to develop a diverse statewide marketing plan that reflects the mission and unique offering of the School. Manager will coordinate and assist with any and all advertising, branding, media and public relations efforts which may include website creation and maintenance, search engine marketing, social media and display marketing, television and radio advertisements, direct mail, promotional events, email campaigns, parent and community outreach programs, and local community relationship building. All public relations will be subject to the budget unless otherwise approved by the Board, and mutual approval of both Parties, which approval may not be unreasonably withheld.

(j) Student Enrollment Center Support and Admissions. Manager shall recruit and select students in accordance with the procedures in the Charter Agreement and in compliance with all applicable federal, State and local laws. The Manager shall recruit and enroll students subject to its recruitment and admission policies which include responding to inquiries that are received as a result of marketing tactics. Manager's enrollment center representative will make follow-up calls to potential students and their family to provide personal education consultations. During the conversations, the representative will answer the student and family's questions, provide a detailed overview of the Program and ensure the School will meet the student and family's educational and personal needs. Manager's enrollment center team will also assist families through the enrollment process including initial application, compliancy documentation collection, course placement, approval and required orientation per State law. As part of the School orientation and onboarding process, students and parents will receive a copy of the School's school handbook which will provide information on school policies, expectations, grading and promotion, acceptable use of technology, and how to get assistance from their teacher and various School departments. The student handbook will also be available in the School's learning system provided by Manager for viewing at any time.

(k) Rules and Procedures. The Manager shall adopt, implement and enforce reasonable rules, regulations and procedures applicable to the School. The Board shall adopt and implement reasonable rules, regulations, and procedures for

the School's internal governance. Neither Party may unilaterally adopt or impose any rule, regulation or procedure, and/or amend or supplement the Charter Agreement or this Agreement without the prior written approval of the other Party, which approval may be withheld by the other Party in its sole discretion.

(l) Authority. The Board grants Manager the authority and power necessary to undertake its responsibilities described in this Agreement.

(m) Subcontractors. The Manager reserves the right to subcontract services to be provided hereunder without the Board's approval. The Manager shall be solely responsible for all costs, expenses and fees associated with all of Manager's subcontractors.

4. Intentionally Omitted.

5. Insurance Responsibilities.

(a) The Manager's Responsibility. The Manager shall procure at its expense insurance required to be maintained by the School under the Charter Agreement (except for directors and officers/school leaders insurance which shall be procured and maintained by the Board at its expense) including employment practices liability and errors and omission, in the amount of \$1 million for the benefit of the Board. The types and limits of the School's insurance policies shall at all times be as follows unless different types and/or higher requirements are set forth in the Sponsorship Agreement: commercial general liability in the amounts of \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in the amount of \$3 million; automobile in the amount of \$1 million; and employers liability in the amount of \$1 million. The School's policies shall name the Sponsor, Board and other parties as additional insureds if required in the Sponsorship Agreement

A certificate of insurance evidencing such coverage shall be provided upon reasonable request. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better; (b) be written in standard form; and (c) provide that the policies may not be canceled except after thirty (30) days' written notice, and each Party shall provide such notice to the other Party.

(b) Workers' Compensation Insurance. Each Party will obtain and maintain workers' compensation insurance for its respective employees as required by applicable law.

(c) Cooperation. Upon a Party's request, the other Party shall deliver to the requesting Party a copy of such policies and other written confirmation acceptable to the requesting Party, together with evidence that the insurance premiums have been paid. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

6. Budget, Financial Reporting and Audit Support.

(a) Projected Budget. Prior to the May 31 immediately preceding the next school year, the Manager shall prepare and provide the Board with an annual operating and projected budget for the School illustrating the anticipated revenue and expenses incurred by the School.

(b) Budget Detail. The projected budget shall contain details as required for public auditing purposes.

(c) Approval. The projected budget shall be submitted to the Board for written approval, which approval shall not be unreasonably withheld or delayed and in all cases shall be approved no later than June 30th immediately preceding the next school year. The approved budget is the "Budget". The Budget may be amended from time to time at the recommendation of the Manager and with the Board's written approval, which approval shall not be unreasonably withheld or denied.

(d) State Audit. The Board will seek, hire and pay an independent audit firm, approved by the State Board of Accountancy (SBOA), to conduct the annual school audit of financial and administrative operations. Manager will support the Board by ensuring that all School financial processes and reporting are compliant including, but not limited to, providing the Board with a list of School expenses with sufficient detail to meet SBOA auditing requirements. The Board is responsible for ensuring the School expenses provided by the Manager are included in the proper format for inclusion in the overall school audit.

7. Fees.

(a) Continuing Fee. The Board shall pay a monthly educational products, services, management, consulting and operation fee (the "Continuing Fee") to the Manager in the amount of ninety-five percent (95%) of all federal, State and local funds the Board receives, directly or indirectly, for all students enrolled in the School pursuant and subject to applicable law and regulations. The Continuing Fee calculation shall not include student fees, charitable contributions, PTA/PTO income, and other miscellaneous revenue, which shall be retained by the Board or PTA/PTO.

The Board shall pay the Continuing Fee via electronic funds transfer within five (5) business days of receipt of qualifying funds. The Continuing Fee shall be subject to an annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the Board receives written notice of a review of the enrollment being completed by the State, the Board shall provide Manager with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to the Board, the Board shall make payment to Manager of ninety-five percent (95%) of the amount received or such other amount due to Manager within five (5) business days after receiving an invoice from Manager for such amount. If the review results in a finding that

the Board owes money to the State, the Board will work with the Manager to initiate an appeal of the State's determination in accordance with the applicable laws. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The Board shall cooperate with Manager and selected legal counsel's efforts to appeal. Should the review result in the Board owing money to the State, Manager agrees to contribute the amount overpaid to Manager.

(b) Payment of Board-Employed Personnel. Notwithstanding the foregoing, prior to paying the Continuing Fee, the Board may retain the agreed upon amount of funds necessary to pay the actual salaries and benefits of the Board-employed personnel supporting the School.

~~(c)~~ **Payment of Costs.** Except as otherwise provided in this Agreement, the Manager shall pay all costs incurred in providing the Model at the School. ~~Such costs include, but are not limited to:~~

- ~~(d)~~
- ~~(e)~~ compensation of all personnel employed by Manager;
- ~~(f)~~ curriculum, materials and textbooks;
- ~~(g)~~ technology and other equipment such as computers, monitors and computer peripherals (excluding Board-titled equipment);
- ~~(h)~~ supplies;
- ~~(i)~~ maintenance; and
- ~~(j)~~ (c) capital improvements required in providing the Model.

~~(k)~~ (d) **Grants and Other Financial Assistance.** From time to time and with the prior approval of the Board, whenever possible, the Manager may apply for grants, discount programs, and other financial assistance in the Board or School's name to obtain additional funding, improvements, School assets, services, and programs for the School, or provide additional goods, services, and programs to the students. Such grants or other assistance may be on an advance funding or reimbursement basis. The Board shall not unreasonably withhold or delay approval of any application, and shall be deemed to have approved any application submitted by the Manager to the Board unless the Board gives specific written objections to the Manager within ten (10) business days after the Board's receipt of notice of such application.

Within five (5) business days following the Board's receipt of reimbursement funds from the applicable funding source, the entire amount of such funds shall be paid to the Manager via electronic funds transfer. In the case of advance funded grants or other financial assistance, the Board shall pay the Manager for the additional goods, services, and programs within five (5) business days following presentation of an invoice to the extent such additional goods, services, and programs have been provided or acquired. The Board shall cooperate with the Manager to establish any necessary accounts, authorizations and procedures so that the Board can automatically transfer the applicable funding to the Manager.

Federal title programs and other federal, State and local government grant funding that compensates the Board for the education of School students, including

any grants under the American Recovery and Reinvestment Act of 2009 (collectively, "Supplemental Revenues"), shall be paid to the Manager in full within five (5) business days of receipt by the Board, which the Manager will use in compliance with the grant of such funds.

The Board shall cooperate with the Manager to establish accounts and procedures for grant funding.

(H)(e) Board Funds. After the payment of the Continuing Fee, the Board shall retain all remaining funds in a bank account that the Board controls (the "Board Bank Account"), which shall be maintained by the Board. From the five percent (5%) of all federal, State and local funds the Board receives, directly or indirectly, for all students enrolled in the School pursuant and subject to applicable law and regulations, and does not pay as the Continuing Fee, the Board shall use four percent (4%) of that for academic enrichment activities and one percent (1%) for Board expenses.

From the Board Bank Account, the Board shall pay the following and any other fees and expenses it decides to incur including, without limitation:

- Authorizer fee if it wasn't already withheld by the authorizer;
- compensation of all personnel employed by the Board;
- its operational expenses;
- its taxes, if any;
- its legal, insurance, accounting, auditing, and other professional fees;
- the cost of any annual audit by the Auditor of the State, or any special or independent audits; and
- the purchase price of equipment deemed necessary or appropriate by the Board for Board operations that are separate from the day-to-day operation of the School.

Any property purchased with funds from the Board Bank Account shall be titled in the name of Board.

If there are insufficient funds in the Board Bank Account to pay the aforementioned fees and expenses during a school year, Manager shall pay such portion of the Board's fees and expenses out of its own funds. At the end of each school year, to the extent that the Board Bank Account contains funds, the Board shall reimburse Manager for the amount that Manager paid on behalf of the Board.

8. Personnel and Training.

(a) School Administrators and Non-Instructional Staff. Subject to Sections 3 and 6 above, the Charter Agreement and applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels, and select, employ, evaluate, assign, discipline, supervise, manage and terminate its personnel serving as

school administrators and non-instructional staff assigned to the School to carry out management and management consulting services, and other services provided under this Agreement. Except as specified in this Agreement or as required by the Charter Agreement, the Head of School (“HOS”) and any other lead administrator will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its potential employees and subcontractors to the extent required by applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide the School with documentary evidence of such background checks. Manager will share on a confidential basis with the Board its performance reviews and assessments of the HOS. Manager will hold the HOS accountable for the success of the School. Manager assumes full responsibility and liability for benefits, salaries, worker’s compensation, unemployment compensation, and liability insurance applicable to its employees.

(b) Complaints About Manager’s Personnel. If the Board is dissatisfied with or concerned about the job performance of any Manager staff member assigned to the School, the Board shall discuss the matter first with the HOS or its equivalent. If the Board is dissatisfied with or concerned about the HOS or equivalent’s job performance, the Board shall provide Manager with written notice pursuant to this Agreement and set forth specific issues and requested action with supporting documentation. Manager shall review the notice and respond in a timely manner.

(c) Instructional Staff and Academic Support Staff. Subject to Sections 3 and 6 above, the Charter Agreement, and applicable laws and regulations, the Board will have the sole responsibility and authority to determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate its employees who will solely be instructional staff and academic support staff. The Board is responsible for conducting reference checks and employment checks, and gathering criminal background checks and unprofessional conduct checks on Board’s potential employees to the extent required by applicable laws and regulations. The Board shall be responsible for arranging payments of and paying its employees; selecting, paying and administration of benefits; and all costs associated with employing its employees. Manager will advise the Board about management of instructional staff and academic support staff, drafting an employee handbook, and selecting and managing employee benefits. The Board, in consultation with the HOS, will determine the number and assignments of instructional staff and academic support staff. Instructional staff shall be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, and hold a valid teaching certificate issued by the SDE. Board shall keep Manager informed of all material actions and decisions relating to instructional staff and academic support staff on a regular basis.

(d) Complaints About Board’s Personnel. If Manager is dissatisfied with or concerned about the job performance of any of the Board’s staff assigned to the School, the Board shall delegate to the HOS (or its designee) the authority to discipline such staff member and as necessary or required, Manager shall promptly notify the Board of such actions. In some cases, Manager may recommend termination or elimination of specific

positions to the Board for prompt action by the Board (which maintains the exclusive rights to hire and terminate its employees), ~~approval of which will not be unreasonably withheld.~~

(e) Professional Development and Training. The Manager shall establish and maintain an upfront and continuous teacher development program to define teacher qualifications and performance requirements as the Manager deems appropriate to promote effective delivery of both synchronous and asynchronous instruction, use of student engagement tools, knowledge of State and federal compliance standards, and other student supports. The Manager shall implement a professional development program to improve the effectiveness of each teacher's ability to facilitate students' learning, in general. The Manager shall provide training for personnel with respect to Manager's methods, curriculum, program, and technology as reasonably necessary to deliver the Model.

(f) Salary and Benefits. Each Party assumes full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance for its own employees and contractors.

(g) Additional Programs. The Board and the Manager may mutually decide to provide programs in addition to the Model.

9. Termination by the Board. The Board may, at its option, terminate this Agreement prior to its expiration upon the occurrence of any of the following events:

(a) The Charter Agreement is not renewed by the Authorizer, and no similar contract is obtained with the Authorizer or any other authorizer, and such termination shall be effective on the termination date of the Charter Agreement.

(b) The Manager materially fails to comply with a specific and material requirement of this Agreement ~~or meet defined performance standards~~ and does not cure the failure within thirty (30) days of receiving written notice of the failure from the Board. However, if the Manager determines that the failure cannot be reasonably cured within thirty (30) days, and the Manager promptly undertakes and continues efforts to cure the failure within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if the Manager's failure to comply with a specific and material requirement of this Agreement creates an imminent danger to the life of students, parents, or others, the failure must be cured immediately upon written notice from the Board; or

(c) Termination shall be effective immediately upon notice if the Manager files for bankruptcy, has a bankruptcy suit filed against it that is not dismissed within ninety (90) days, is insolvent, ceases its operations, fails to pay its debts when they become due, or has a receiver appointed for the benefit of its creditors.

Termination by Board will not relieve the Board of any obligations to pay Manager amounts accrued, pending or outstanding as of the date of termination or liability for financial

damages suffered by Manager as a consequence of the Board's breach (or of Manager's termination as a result thereof) of this Agreement.

10. Termination by the Manager. The Manager may, at its option, terminate this Agreement upon the occurrence of any of the following events:

(a) The Board fails to make any payment of money due to the Manager within five (5) business days of written notice from Manager to Board that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the Board and any funding entity, and such termination shall be effective at the end of the then-current school year;

(b) The Manager suffers operating deficits related to the operation of the School for the school year, provided that any notice of termination delivered by the Manager to the Board after the School opens for the school year shall not be effective until the end of that school year;

(c) The Board is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or in violation of applicable law or the Charter Agreement, and the default or violation remains uncured for thirty (30) days after the Board receives written notice from the Manager, government or quasi-government authority, or Authorizer, as applicable, of the default or violation, and such termination shall be effective at the end of the then-current school year. However, if the default or violation cannot be reasonably cured within thirty (30) days, and the Board promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if the Board's default or violation creates an imminent danger to the health, welfare or safety of students, parents or others, the failure must be cured immediately upon notice from the Manager, and Manager may terminate the Agreement effective immediately if not so cured; or

(d) Any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the Board based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Manager.

(e) Manager may terminate this Agreement effective immediately upon written notice to the Board in the event that the School or Board adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to materially increase the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable. In the event the School or Board adopts such an adverse policy in the middle of the school year, Manager agrees to use its best efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.

(f) Manager may terminate this Agreement effective immediately upon written notice to the Board in the event that the Board or School undergoes adverse change that makes the Board or School financially unviable.

11. Change in Applicable Law or Termination of Charter Agreement.

(a) **Notice.** If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion enacted or issued after the date hereof could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement. That notice may be given at any time following enactment of such change in applicable law, whether or not such change is effective on the date of such enactment or on a later date.

(b) **Renegotiation.** Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

(c) **Termination.** Manager may terminate this Agreement effective immediately upon written notice to Board in the event Manager undergoes or is required to undergo a change that makes Manager, as determined in its sole judgment, financially unviable.

(d) **Termination by Operation of Law or Loss of School Approval.** This Agreement will terminate (i) by operation of law if the School is no longer certified to be operational pursuant to applicable State law or (ii) upon the termination or final determination by the State Board of Education or highest court in the State the School is no longer approved.

(e) **Termination of Charter Agreement.** This Agreement will terminate upon the Board ceasing to be a party to a valid and binding charter agreement, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) the Board has entered into a subsequent charter agreement, and (ii) this Agreement has not been terminated pursuant to another provision of this Agreement. Termination pursuant to this paragraph will not relieve the Board of any obligations to pay Manager amounts accrued, pending or outstanding as of the date of termination.

12. Duties Upon Expiration or Termination.

(a) On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this Agreement, the Board shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the Board's superintendent shall certify to Manager in writing that the School has ceased use of any proprietary materials relating to the

Educational Services and has deleted the materials from all databases and storage media maintained by the School. At Manager's direction, the Board will promptly permit representatives of Manager or its Affiliate to pick up all such materials at the Board. Within twenty (20) business days after expiration or undisputed termination of this Agreement, Manager shall provide the Board all of the School's records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, the Manager shall instead transmit the educational records of each student to said student's school district of residence. Manager's marketing obligations shall cease upon expiration or delivery of notice of termination of this Agreement.

(b) The following provisions shall survive termination or expiration of this Agreement: Fees (to the extent they relate to amounts accrued for periods through the expiration or termination of this Agreement); Duties Upon Expiration or Termination; Proprietary Information and Materials; Ownership; License; Confidentiality and Non-Disclosure, Non-Solicitation; Injunctive Relief/Dispute Resolution; Notices; Severability; Waiver and Delay; Governing Law and Jurisdiction; Indemnification; Limitations on Liability; Waiver of Jury Trial; Amendment and Cumulative Effect; Assertion of Claims; Counterparts; Construction; and any provision that, based on its nature, should survive.

(c) Each Party shall have all rights and obligations arising out of any breach of this Agreement prior to such expiration or termination.

13. Proprietary Information and Materials; Ownership. The Board acknowledges and agrees that Manager owns or has a license to use the intellectual property rights and interests in AMP, the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term ("Protected Materials"). The Board acknowledges and agrees that, as between the School and Manager, Manager (and its applicable Affiliates) owns and shall maintain all intellectual property rights, title and interest, including any goodwill, in and to Manager and its Affiliate's trademarks, service marks, trade dress and trade names including the School name(s), School logo(s) and related marks and trade dress and to the name "ACCEL™" (collectively, "Proprietary Marks"). The Board acknowledges and agrees that it has no intellectual property interest or claims in the Protected Materials or Proprietary Marks, and has no right to use the Protected Materials or Proprietary Marks, or any customizations and derivative works thereof unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the School facilities, including under the name of the School, describing the services provided by Manager or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

14. License. Manager developed and owns, or has a license to use, proprietary rights to Protected Materials. The Manager hereby grants the School a limited, non-exclusive, non-assignable, revocable license to access and use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall

immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Manager.

15. Relationship of the Parties.

(a) Independent Contractors. The Parties acknowledge that their relationship is that of each Party being independent contractors. No employee, consultant or compensated individual of either Party shall be deemed an employee, consultant, or compensated individual of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties.

(b) Board Meetings. Manager shall use commercially reasonable efforts to attend Board meetings in person and, if unable to attend in person, may attend them telephonically/virtually. The Board shall use reasonable efforts to schedule any regular, special or emergency Board meeting so that Manager has the opportunity to attend the same. The Board shall provide Manager with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings.

(c) No Related Parties or Common Control. Manager will not have any role or relationship with the Board that, in effect, substantially limits the Board's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving for the Board. None of the voting power of the Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Manager will be vested in the Board or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the Board and Manager will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "Internal Revenue Code"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.

(d) Other Schools. The Parties acknowledge that this arrangement is not exclusive. Manager will have the right to render similar services to other persons or entities including other public or private schools or institutions.

(e) Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of the services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager.

16. Confidentiality and Non-Disclosure. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans,

educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any Affiliates (the "Disclosing Party") or received through association with the Disclosing Party (collectively, "Confidential Information"), whether the Confidential Information was received before or after this Agreement. Confidential Information does not include information a Party receives (the "Receiving Party") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.

The Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

17. Non-Solicitation. Unless otherwise agreed in writing, during the Term and one (1) year thereafter, each Party agrees not to directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or its Affiliate if that consultant or employee or former consultant or employee had been assigned to or worked under this Agreement.

(a) Remedies. In the event of such unpermitted use or engagement by a Party of such consultant or employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek:

(i) receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer; or

(ii) any legal or equitable relief against such actions, including, but not be limited to, the remedies set forth in Section 18(a).

(b) Not Considered Solicitation. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of a consultant, employee, former consultant or former employee of the other Party or Affiliates. However, such Party shall continue to be precluded from engaging or otherwise using a Party's and Affiliates' employee or former employee as provided for in this Section 17.

The one (1) year period of time in this Section will be extended by the amount of time that a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement. The School acknowledges and agrees that no past uncollected fees shall be issued by Manager to cover any penalty, damages or other relief owed by the School upon a violation of this provision.

18. Injunctive Relief and Dispute Resolution.

(a) Injunctive Relief. The Board acknowledges that the covenants set forth in Sections "License", "Proprietary Rights", "Confidentiality and Non-Disclosure" and "Non-Solicitation" above are reasonable in scope and content and necessary to protect the Parties and their business interests. Each Party understands and agrees that the breach or threatened breach of Sections "License", "Proprietary Rights", "Confidentiality and Non-Disclosure" or "Non-Solicitation" of this Agreement would give rise to the other Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other remedies which may be available in law or equity.

(b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's Superintendent and Manager's Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:

(i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and

(ii) the relevant dispute is not resolved within the time periods provided herein.

(c) Arbitration. Subject to the provisions of Sections 18(a) and 18(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach,

termination or validity hereof, shall be settled by binding, confidential arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitrator is not empowered to award any damages or losses described in the "Limitations of Liability" Section and each Party expressly waives and foregoes any right to the damages or losses.

(d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 18(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.

(e) Fees and Expenses. In the event of arbitration or litigation relating to the subject matter of this Agreement, the prevailing party shall be entitled to receive from the other party its reasonable attorneys' fees and costs up to the amount of \$250,000.

(f) Early Termination Fee. Notwithstanding any provisions in this Agreement to the contrary, if a judge or arbitrator determines the Board terminated this Agreement absent uncured breach by Manager, for each remaining year and portion thereof of the Term Board shall pay to Manager a fee in the amount of twenty-five percent (25%) of the average billed amount of Continuing Fee during the one year prior to Board providing Manager with notice of termination.

19. Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. Any notice permitted or required by this Agreement shall be in writing sent via any of the following methods and shall be deemed to have been duly given or made the third day after mailing, if sent by registered or certified mail, postage prepaid, return receipt requested; upon delivery, if sent by hand delivery with written confirmation; and upon delivery, if sent by nationally recognized overnight carrier, with a record of delivery, to the other Party when addressed as follows:

If to Manager, to: Accel Online West LLC
 Attn: Chief Operating Officer
 1750 Tysons Boulevard, Suite 1300
 McLean, VA 22102

With a copy to: Accel Schools LLC
 Attn: General Counsel
 1750 Tysons Boulevard, Suite 1300
 McLean, VA 22102

And legal@pansophiclearning.com

If to Board, to: Board President
Virtual Preparatory Academy of Idaho (use address of
Academic Facility after location is determined)

With a copy to: [Christopher Yorgason](#)
[Yorgason Law Offices, PLLC](#)
[6200 North Meeker Place, Suite 200](#)
[-Boise, ID, 83713](#)

20. Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.

21. Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.

22. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the State without regard to conflict of law principles. Jurisdiction and venue are proper in the county in which the Administrative Facility is situated.

23. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization, and may without the consent of the Board delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any affiliate, independent contractors, experts or professional advisors.

24. Independent Activity. The Parties understand that Manager's business is to operate and manage schools in multiple states. As such, the Parties agree that Manager and its Affiliates may operate and manage other, including charter, schools in multiple states including the State.

25. Representations and Warranties.

(a) Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party as follows:

(i) The Party is duly organized, validly existing, and in good standing under the laws of the state of Delaware (as to Manager) and the State (as to Board). It has the authority to carry on its business as now being conducted and has the authority to execute, deliver, and perform this Agreement.

(ii) The Party has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement. This Agreement is a valid and binding obligation of the Party enforceable against it in accordance with its terms, except as may be limited by federal and State laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

(iii) The Party has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

(iv) There are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined would have a material adverse effect on its ability to perform its obligations under this Agreement.

(b) Board's Representations and Warranties. Board further represents and warrants to Manager that:

(i) The Board has authority under applicable laws and regulations to contract with a private entity to perform the services under this Agreement and to incur the obligations provided for herein;

(ii) The Board will adopt any and all further resolutions or expenditure approvals required for the execution of this Agreement, provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the Board and it has sufficient funds in the approved Budget to pay for such expenditures; and

(iii) The Board shall not, after the Effective Date, incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangement without the prior written consent of the Manager.

(c) THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY OF ANY WEBSITE (NOT AN ADA REFERENCE), SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.

26. Indemnification of the Parties.

(a) **Indemnification of Manager.** To the extent permitted by State law, the Board will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, "Representatives") harmless against any and all third-party penalties, claims, demands, suits or other forms of liability (any of which are a "Claim") (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the Board or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the Board contained in or made pursuant to this Agreement; any misrepresentations of the Board contained in or made pursuant to this Agreement; any action or omission by the Board or its Representatives that results in injury, death or loss to person or property; and any violation by them of applicable law. In addition, the Board will reimburse Manager, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. Further, the Parties acknowledge and agree that Manager and its Affiliates shall have no liability or responsibility for activities of the Board that occurred prior to the Start Date, including, but not limited to, management of the School or Board by any third-parties. This indemnification obligation shall survive the termination or expiration of this Agreement.

(b) **Indemnification of Board.** Manager will indemnify, defend and save and hold the Board and its Representatives harmless against any and all third-party Claim (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Manager, its agents, employees or assigns or noncompliance by Manager with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, and any misrepresentation of Manager contained in or made pursuant to this Agreement. In addition, Manager will reimburse the Board for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.

(c) **Defense.** A Party seeking indemnification under this Section 26 (the "Indemnitee") shall give notice to the indemnifying Party (the "Indemnitor") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee's

consent which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this Section 26. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval which approval shall not be unreasonably withheld, conditioned or delayed. If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and expense. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgment regarding same if such settlement, final order or judgment includes an admission of wrongdoing in Indemnitee's or its Affiliate's name unless Indemnitee or its Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitee under this Section 26, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

27. Limitations on Liability.

a. **Immunities and Statutory Limitations.** The Board will assert all immunities and statutory limitations of liability in connection with any third-party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Manager. Notwithstanding this Section 27, to the fullest extent permitted by law, the Board will waive the defense of governmental immunity in any dispute between the Parties.

b. **MAXIMUM OBLIGATION.** EXCEPT AS TO THE PARTIES' INDEMNIFICATION OBLIGATIONS AND BOARD'S PAYMENT OBLIGATIONS PURSUANT TO SECTION 7, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF DAMAGES UP TO THE AMOUNT OF FEES PAID AND DUE TO MANAGER UNDER THIS AGREEMENT DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE. FOR THE AVOIDANCE OF DOUBT, THE FOREGOING LIMITATION SHALL NOT LIMIT THE BOARD'S OBLIGATION TO PAY MANAGER AMOUNTS DUE FOR PRODUCTS PROVIDED AND SERVICES RENDERED.

c. **REASONABLENESS.** NEITHER OCCASIONAL SHORT TERM INTERRUPTIONS OF SERVICE OR PRODUCTS WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER OR ITS AFFILIATES,

NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.

28. Force Majeure. In the event that either Party shall be delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war, pandemic or other reason of a like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse the Board from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.

29. Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by both the authorized officer of the Board and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.

30. Waiver of Jury Trial. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.

31. Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the "Fees" Section of this Agreement.

32. Counterparts. This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.

33. Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.

34. Integration, Entire Agreement, and Third-Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect

to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 23 (Assignment), this Agreement shall be binding upon and is for the exclusive benefit of the Parties, Affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.

IN WITNESS WHEREOF, the Parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

By and on behalf of
Idaho Collaborative Learning Partners, Inc.

By and on behalf of
Accel Online West LLC

By: _____

By: _____

Print Name: _____

Print Name: _____

Its: _____

Its: _____

Appendix F

Letter of Support

SMEDE

RETIRED TEACHER AND PRINCIPAL

ATTN: Idaho Public Charter School Commission

16 August 2024

Dear Chairman Reed:

I am delighted to write this letter of support for the *Virtual Preparatory Academy of Idaho* as they seek acceptance of their charter school application. As a longtime advocate of school choice, I vehemently believe that quality trumps quantity of options, and securing a stable and successful online choice for students is both timely and needed by Idaho families.

Idaho Falls District 91 was compelled to offer an online school in 2020 when the pandemic affected schools. Hundreds of families in our region were concerned about sending their students to face-to-face schools and we wanted to offer a digital option. Our patchwork online classes were mediocre at best, and we made the decision to partner with a virtual school out of Florida in 2021. Again, the results were discouraging.

In the spring of 2023, I was delighted to see *ACCEL Schools'* Vice President of Business Development, Cody Claver, at our board meeting introducing a new partnership with our district. I observed the expertise of this organization first hand as I was assigned to a district office role. The process was much more efficient and well organized. Their new principal — a talented professional with ties to both D91 and ACCEL Schools — met with us monthly and communicated often. She and her colleagues ensured cohesion and made sure online students had adequate support in special education, state assessment, Idaho curriculum, and social connection.

I am excited to hear ACCEL is prepared to expand their work as an officially chartered option available to all students. With so many reports of online schools struggling to keep their heads above water legally and academically, I am confident the proposed *Virtual Preparatory Academy of Idaho* has the experience, resources, and personnel behind it to provide an excellent option for modern Idaho families.

Sincerely,



Shelly D. Smede
202 Martinsburg Lane
Idaho Falls, ID 83404
(208) 589-5408

Appendix G
Resubmission
Addendum

New Charter School Application Addendum

Virtual Preparatory Academy of Idaho

October 11, 2024

Table of Contents

Section I: Educational Program.....	3
Section II: Financial and Facilities Plan	8
Section III: Board Capacity and Governance Structure	16
Section IV: Student Demand and Primary Attendance Area	18
Section V: School Leadership and Management.....	22
Section VI: Virtual Schools.....	28
Additional Attachments.....	29
Attachment 1: Sample Contracts.....	30
Attachment 2: Sample Facilities	97
Attachment 3: Special Education Transition Timeline.....	125

Section I: Educational Program

- 1. Please provide additional detail regarding the level of parental support expected (page 7). Please clarify the level of parental support required, and explain how students with parents outside or absent during learning hours can participate.**

Pages 22-24 of the application provide an overview of the kinds of activities students in each grade band should expect to engage in each day. Also noted is what is expected of Learning Coaches (LC)/Guardians for students in each grade band. LC/Guardians are never expected to teach their children, or to provide daily instruction. The role of the LC/Guardian is to ensure that the student is logging in each day, attending live instructional sessions, and completing assignments/assessments. For younger students this may take more active engagement on the part of the parent to keep the student on track throughout the day. Parents of older students can help to keep their children on track with a morning check-in to quickly look at what the student is expected to do, and an evening check-in to ensure completion. Parents should also be using the Canvas observer account to monitor student grades and assignment completion, and to communicate with school staff as needed. The school will provide parent training and support sessions to help parents understand how to easily monitor student progress. Parents are able to configure personalized Canvas notification settings to receive quick email updates on assignments, grades, and course announcements.

- 2. Please clarify whether teachers will be located in Idaho (if provided by Accelerate Education, etc., as noted on page 14), and how teachers will be accredited if located outside of the state of Idaho.**

As noted on page 8 of the application, Idaho certified teachers will be hired to provide instruction. The Board will employ the teachers. Accelerate Education is a curriculum provider and will not provide instructors for the program. The application is amended to clarify the statistics of Accelerate Education course performance related to its content, and not who employs the teachers.

- 3. Please clarify the timeline for the transition plan noted for students with IEPs that turn 16 years of age on page 44 (e.g., what year of school this occurs, whether the student will transition out of school before graduating, etc.).**

The Board consulted the Idaho Special Education (SPED) Manual from 2024 and believes the application is consistent with the standards set forth by IDEA, Idaho law and Idaho's SPED Manual. The application is amended to highlight this compliance. In addition, please see Appendix C of this document for an expanded response on the transition plan.

- 4. The application states that some students may have to get their own computer while attending at half-time. This may present a hardship and limit access to some students. Please clarify how all students will be served and able to attend the school.**

The Board could not find reference in the application stating that "some students may have to get their own computer", or that any students would be "attending at half-time". The sample agreement notes that students who are classified as Free and Reduced Lunch Eligible (thus Economically Disadvantaged) will receive support from the VPA of Idaho (pages 83-86):

VPA of Idaho will ensure that all students have access to broadband Internet to participate in the school program. This may include providing Wi-Fi Hotspots to students that live in rural areas with no broadband providers. The school will provide an internet subsidy to students per the school policy. Currently, the school is budgeting for an internet subsidy for students who meet eligibility requirements to help cover the cost of internet access, but families are responsible for initiating and maintaining the internet service. order to ensure equitable access, an allocation is built into the budget for families who lack internet access and VPA of Idaho will support these families through reimbursement that is built into the budget. The Student Internet Access Reimbursement expense covers internet service reimbursement costs for those families who need it. Student Computers and Software are budgeted to cover the computer hardware and software distributed to students.

5. The application proposes class sizes with a 45:1 teacher ratio for grades K-5, and a 33:1 ratio for grades 6-12. Please clarify how students will receive synchronous instruction with these class sizes for the proposed educational program.

The stated ratios note a teacher's full caseload. For example, a 2nd grade teacher would have an average of 45 students on his/her caseload. However, the teacher would not be running live sessions for all 45 students at once. Teachers are trained to use data to create small groups to be used for differentiation of instruction. The Board expects that a teacher with a caseload of 45 students would be running lessons in about 3 separate groups, where data has been used to align students with similar needs. Each of these small groups would contain 10-25 students based on need. Live instruction would be offered most frequently in the areas of Math and English Language Arts, but live session opportunities would exist for all students each day, as shown in the sample schedules contained in the application. In addition, teachers would schedule additional one on one or small group sessions with specific students as needed.

6. Please reconcile how students that have limited or non-existent support from parents (as noted on page 21 and 22) will be able to achieve success in the proposed model, particularly since the application proposes to target at-risk students and chronically absent students that may not have parents available to help.

Learning Coaches/Guardians do not provide instruction to students; however it is expected that LCs/Guardians are monitoring student progress and ensuring students log on, attend live sessions, and complete assignments. LCs/Guardians are able to set up Canvas notifications to receive automated messaging on student grades and assignments. If a LC/Guardian is not monitoring progress/attendance and the student is not meeting expectations this will initiate the referral process for a Success Plan. At this point a Success Coach will gather the student, guardians, and staff together to develop a strengths-based success plan that will identify barriers to attendance/progress and map a path for the student to get back on track. Pages 33 & 34 provide an overview of the Success Plan protocol.

7. The application states that Idaho students are “only 40 percent proficient in math, 55 percent proficient in reading, and only 29 percent of high schoolers are ready for college” (page 8). Please verify using data how VPAI, with the use of ACCEL, will be able to meet the IPCSC Performance Framework standards for academics.

The application was amended to show the target score for math is 40% and the reach score is 60% in math to be compliant with the IPCSC Performance Framework standards.

The Board is confident that ACCEL will assist in ensuring the VPA of Idaho reaches its academic targets. Board members completed a thorough review of the performance of ACCEL’s partner schools. The Board viewed state-published public data. The Board also reviewed data from growth based long-term assessments, comparative data from within school districts in which some of the partner schools reside, and results from parent surveys. Sources of data were provided by state websites and ACCEL staff. The Board was able to independently verify the data. The Board reviewed data showing performance indicators and financial health. The Board was impressed by how some of the schools taken over by ACCEL made academic and financial improvements. The Board found that just like most districts with similar enrollment, ACCEL schools had a range of performance across brick and mortar and online schools that went from needing improvement to top performers. For example, Cornerstone Academy in Ohio is one of the state’s top performing schools and received 4.5/5 stars in the overall rating system and improved its Performance Index each of the last 4 years. This is important to note that incremental improvement over time leads to strong overall performance. ACCEL also had schools that fell below average and has a large number of schools that mirrored the performance of their states.

The Board found that in Ohio, the percentage of schools that were at or above average in the overall rating was about the same, separated by 5%. The Board also studied the results of eight of Ohio’s biggest cities. When looking at results of ACCEL partner schools in relation to the performance of the districts in which they reside, ACCEL outperformed all eight districts on the Overall Performance rating and outperformed seven of the eight districts on the Performance Index.

Upon its most recent review of the latest round of school performance data, the Board was thrilled to see the continued year-over-year improvement in the entire performance range. For instance, Cornerstone Academy, one of the highest performing charter schools in Ohio, has shown a 19.1% increase in Performance Index (PI) between 2020 and 2023 and each year progress was made. OHDELA has also demonstrated consistent growth in PI, growing 6.5% during this period. Another key improvement to note for OHDELA was in

its year-over-year improvement in Reading and Math. The Reading gain was 12% and the Math gain was 57%. One other key indicator that is important to note for OHDELA. Between the Fall of 2021 and the Fall of 2024, the school's enrollment grew by 21%, which is over 1,300 students. Families in Ohio are choosing this school because it meets their needs.

One more example to highlight is Monroe Prep Academy. This school is a middle performer in Ohio. This school also has demonstrated consistent improvement over the past 3 years. It showed a 33.6% improvement in the Performance Index.

Even with all the great results above, the Board is aware that there are some schools not performing at desired levels. The Board discussed ACCEL's plans to increase these schools' performance. Much like the consistent improvement shown by Cornerstone Academy, OHDELA, Monroe Prep Academy over time, and a host of other ACCEL partner schools in Ohio, steps are already being taken to continue and enhance the improvement arc for the lower performing schools. Clear evidence from schools at all levels of performance shows strong improvement. From leadership changes, professional development for teachers and administrators, new and improved curriculum, and stronger partnerships with families, the Board feels that steps are well underway for the improvement needed. True and lasting change can take time. The Board has been clear about the performance expectation it has for VPA of Idaho and will use its oversight to ensure student performance will meet goals. The Board will not shy away from those expectations and will utilize all remedies to ensure the school performs well.

Section II: Financial and Facilities Plan

- 1. The application should provide the two most recent sample contracts executed by the proposed ESP. These are required for the application process.**

Please see attached for the two most recent contracts executed by the proposed ESP.

- 2. The proposed contract with the ESP requires that 95% of all incoming funds and contributions are sent directly to the ESP. Please add justification and explanation for this contractual arrangement.**

Section 7(a) of the proposed contract states the fee the Board is to pay ACCEL, the “Continuing Fee,” for services necessary to operate the school as described in the contract, stating in full as follows:

The Board shall pay a fee for educational products, services, management, consulting and operations (the "Continuing Fee") to the Manager in the amount of ninety-five percent (95%) of all federal, State and local funds the Board receives, directly or indirectly, for all students enrolled in the School pursuant and subject to applicable law and regulations. The Continuing Fee calculation shall not include student fees, charitable contributions, PTA/PTO income, and other miscellaneous revenue, which shall be retained by the Board or PTA/PTO.

Section 7(b) is a carve-out for the amount the Board may retain to pay salaries and benefits of Board-employed personnel supporting the school:

Notwithstanding the foregoing, prior to paying the Continuing Fee, the Board may retain the agreed upon amount of funds necessary to pay the actual salaries and benefits of the Board-employed personnel supporting the School.

ACCEL provides or arranges for all services necessary to operate the school (excluding Board expenses described in section 7(e) of the proposed contract) and pays for them, including those provided by third-party vendors. Per section 7(c) of the proposed contract.

Except as otherwise provided in this Agreement, the Manager shall pay all costs incurred in providing the Model at the School. Such costs include but are not limited to: compensation of all personnel employed by Manager on the Board's behalf; curriculum, materials and textbooks; technology and other equipment such as computers, monitors and computer peripherals (excluding Board-titled equipment); supplies; maintenance; and capital improvements required in providing the Model.

ACCEL assumes the financial risk if the Continuing Fee is not sufficient to pay all expenses necessary to operate the School. Per Idaho Code section 33-5205(3), “such financial agreement will be favorably considered during the application process.” Section 7(e) of the proposed contract states, “If there are insufficient funds in the Board Bank Account to pay the aforementioned fees and expenses during a school year, Manager shall pay such portion of the Board’s fees and expenses out of its own funds. At the end of each school year, to the extent that the Board Bank Account contains funds, the Board shall reimburse Manager for the amount that Manager paid on behalf of the Board.”

The proposed contract also contemplates and accommodates delayed state funding. Specifically, “overdue payments resulting from a payment dispute or delay between the Board and any funding entity” are not grounds for termination due to late payment. See proposed contract section 10((a).

As a private company, ACCEL does not make its audited financial statements available to the public. However, please see attached Opinion Letter from KPMG, independent auditor, regarding GSM MIDCO LLC, parent company of ACCEL. Idaho Code section 33-5205(3)

3. Please clarify how the school will manage operational cash flow in order to maintain the 30 days of cash-on-hand required by Idaho Statute. Attachment A-1 appears to state that the school will not have cash-on-hand.

The school will maintain 30 days of cash-on-hand via invoice discounts given to the school along with additional financial assistance as needed to assure the school remains in compliance with state statute.

4. Please clarify the party providing academic enrichment activities as noted on page 11 of the contract.

The Board will work with the HOS to establish goals on a regular basis. The goal-setting process will include a review of academic metrics and recommendations from the HOS on enrichment materials that align with the Board's goals and may contribute to improved academic performance. The HOS will implement the enrichment materials selected by the Board and prepare timely and relevant metrics for Board review.

5. Please submit the budget as a separate document, as it must be included as part of the public record.

The IPCSC New Charter Petition Guidance, available in the Charter Start Workshop materials and noted as Revised 4/8/2022, also available as a live document at this link: [Guidance: New Charter Petitions \(idaho.gov\)](#), has three different references to how to attach the budget:

Page 8: *Submit the petition by uploading: One PDF (narrative and appendices combined) and one excel copy of the budget template to the secure folder provided by IPCSC staff.*

Page 10: *A completed petition consists of one PDF and one Excel Budget Template. The PDF must include the cover page, executive summary, all narrative sections, and all required appendices. The Budget must be submitted as part of the PDF for the public record, and as an Excel Spreadsheet to facilitate thorough evaluation.*

Page 11: *Do Not: provide a Dropbox link to the budget template. Instead, merge the budget template into the final PDF.*

In light of the conflicting levels of guidance, and to preserve the integrity of the original template provided by the IPCSC, the Board chose to include the budget as a separately attached Excel spreadsheet. The snapshot below shows how this was documented to ensure IPCSC staff knew where to look to find the budget.

**Appendix A
Budget**

*Please see separately
attached Excel document*

This guidance in the review process suggests that the budget was not attached as a separate document, and it should be attached separately, but the Board ensured that the budget was attached, and there are line items from the budget commented on in this review. To amend this criterion, the budget is still provided as a separate document in the resubmission, and it will be added as a PDF in the appendix as well to ensure the requirements from all areas of the IPCSC Guidance are satisfied.

Budget

- 1. The break-even budget and first-year budget are inconsistent, as the break even budget enrollment is greater than Year 1. The break-even budget should reflect the “worst-case scenario” (e.g., enrollment is lower than expected, etc.). Please reconcile.**

The break-even and first-year budgets have been updated in the budget template to reflect a worst-case scenario at 200 enrollments.

- 2. Please clarify what the negative amounts in the “Other” fields of the Financial Summary are in relation to.**

The negative amounts in the “Other” field represent financial assistance provided by ACCEL Schools to the school, direct payment of expenses or any additional support necessary to assure the financial health of the school. As permitted in 33-5208(7), ACCEL provides financial assistance for the establishment and operation of VPA of Idaho. It is the Board’s understanding that according to Idaho Code 33-5206(8)(i) “A virtual charter school shall be deemed financially sufficient if there is an agreement that requires an educational services provider to assume the virtual school’s financial risk when it does not have sufficient residual funds to pay the educational services provider.” The draft contract says ACCEL assumes the financial risk if the Continuing Fee is not sufficient to pay all expenses necessary to establish and operate the school. Further, 33-5205(3)(h) also uses similar language referencing an education service provider assuming “a virtual school’s financial risk.” That code section also specifically states that “Such financial agreement will be favorably considered during the application process.”

- 3. The budget notes that the school will receive loans from ACCEL. Please provide documentation of the proposed loan terms and agreement.**

The amounts in “Other” do not represent a loan but financial assistance by ACCEL to cover any financial shortfalls for the establishment and operation of the school.

It is the Board’s understanding that according to Idaho Code 33-5206(8)(i) “A virtual charter school shall be deemed financially sufficient if there is an agreement that requires an educational services provider to assume the virtual school’s financial risk when it does not have sufficient residual funds to pay the educational services provider.” The draft contract

says ACCEL assumes the financial risk if the Continuing Fee is not sufficient to pay all expenses necessary to establish and operate the school. Further, 33-5205(3)(h) also uses similar language referencing an education service provider assuming “a virtual school’s financial risk.” That code section also specifically states that “Such financial agreement will be favorably considered during the application process.”

- 4. The fee schedule in the budget reflects costs associated with specific actions based upon enrollment. The proposed contract notes a flat fee of 95% of funds and contributions are paid to the ESP. Please reconcile how the ESP cost is calculated.**

The ESP cost is calculated by taking the full amount of the revenue from the state, calculating the Board's 5% and using the remaining amounts to pay school expenses. This will be done in conjunction with state reporting that follows state cash disbursements.

- 5. Please clarify in documentation all of the services included in the “sweep services contract” noted in the budget.**

Please see the chart below for a list of all services and their descriptions.

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

6. The proposed contract between the Board and the ESP mentions a list of costs associated with the ESP (e.g., page 10 of contract). Please provide a comprehensive list of these costs.

As noted in other comments, the draft contract provides ACCEL with a fee to provide services, products and assistance for the establishment and operation of the school. As such, there will not be a cost schedule within the agreement. The draft agreement has been revised.

7. The budget notes \$25,000 for office lease. Please provide samples of current office spaces that may fit this budget (e.g., examples of current real estate prices/locations that may fit the budget).

Please see the attachments for samples of current office spaces with Sundance that fit the space requirements within the \$25,000 budget. These spaces will serve as administrative offices and will not house students.

8. The budget includes Covid testing. Please explain.

A COVID testing expense was inserted in error and has been removed from the budget.

9. Idaho Collaborative Learning Partners operated Virtual Preparatory Academy of Idaho, authorized by School District 91, until it submitted a Notice of Termination of Management Agreement on June 20, 2024. In the notice, ACCEL EVP Allison Cleveland stated that ACCEL accrued a significant operating debt. Please elaborate how changing authorizers to the Idaho Public Charter School Commission will allow the ESP to operate in a more financially stable fashion.

The September 30, 2024 Idaho Public Charter School Commission (IPCSC) New Charter Application report for the Virtual Preparatory Academy of Idaho incorrectly stated that the Idaho Collaborative Learning Partners (ICLP) Board contracted with School District 91 (D91) to operate an online program during the 2023-24 school year and is seeking a change in authorizer. The ICLP was not part of an agreement with D91, nor with the ESP providing services to the D91 program. The ICLP governing Board is associated ONLY with this charter school submission to the IPCSC. The ICLP Board had absolutely no involvement in the planning or execution of the agreement between D91 and the ESP. Further, the ICLP Board did not provide oversight of the ESP that contracted directly with D91. The ICLP Board was never involved in any capacity with D91 or with the ESP's role in implementing the online program.

To clarify, the D91 program and the ESP, ACCEL Schools, entered into an agreement to provide an online offering as a district program. ACCEL informed the ICLP Board that it did not receive timely payments from D91, which created an operating burden and, therefore, ACCEL terminated its agreement with the district. The ICLP Board is not seeking a change in authorizer from the IPCSC. The ICLP Board is seeking a new charter from the IPCSC for the Virtual Preparatory Academy of Idaho.

10. The proposed budget does not appear to account for computers in the first year, with no tech repair. Please elaborate how the technology section of the budget will allow the school to operate as intended.

In the budget document submitted by the Board on August 30th, student devices were accounted for in the Operational Budget, along with student technology assistance services, and student technology support reimbursement, found on lines 116, 111 and 117, respectively. These items are carried over into the resubmitted budget, and the Board prompted the addition of staff computers in the corresponding budget line item. Please also refer to lines 108, 112, 113, and 114 to verify this information in the revised budget document.

11. Please clarify whether how many loans the school will receive from ACCEL, as the loan amount in Appendix A-1 differs from the loan amount noted in Appendix A-2.

There are no loans from ACCEL to the school in this current contract structure. As permitted in 33-5208(7), ACCEL provides financial assistance for the establishment and operation of VPA of Idaho.

It is the Board's understanding that according to Idaho Code 33-5206(8)(i) "A virtual charter school shall be deemed financially sufficient if there is an agreement that requires an educational services provider to assume the virtual school's financial risk when it does not have sufficient residual funds to pay the educational services provider." The draft contract says ACCEL assumes the financial risk if the Continuing Fee is not sufficient to pay all expenses necessary to establish and operate the school. Further, 33-5205(3)(h) also uses similar language referencing an education service provider assuming "a virtual school's financial risk." That code section also specifically states that "Such financial agreement will be favorably considered during the application process."

Section III: Board Capacity and Governance Structure

- 1. Please provide additional documentation that will demonstrate that the Board will be responsible for managing the school, making operational decisions, and separating authority from the ESP (e.g., a copy of the executed contract with Idaho School District 91, etc.).**

The Board was not party to any contract with Idaho School District 91.

The scope of services to be purchased by the Board from ACCEL are within the meaning of Idaho's definition of "Educational services provider" which, per Idaho Code section 33-5202A(5) is "a nonprofit or for-profit entity that contracts with a public charter school for a fee to provide educational services and resources, including administrative support and educational design, implementation, or management."

Additionally, the Idaho Code makes a distinction between managing and operating schools. As referenced above, Idaho Code section 33-5203(4)(b) allows an ESP to provide comprehensive educational administrative and management services and a for-profit entity for the provision of products or services that aid in the operation of the school. Idaho Department of Education's training material (Charter Board 101: Requirements, Reports, and Resources) likewise distinguishes between Board and school functions, designating the Board's responsibility as governance with tasks such as adopting policies; establishing criteria, approving, or rejecting; and providing guidelines. Board members generally do not participate in the day-to-day activities of the schools they operate.

The proposed contract is replete with provisions showing the parties' understanding that the Board is responsible for operating the School, and ACCEL is aiding in the operation of the School by providing day-to-day management, among other services. Some examples are:

"The Board shall obtain and maintain the governance and organizational structure necessary to operate the School in accordance with applicable law and the Charter Agreement." Proposed contract section 2.

"To assist the Board in carrying out the terms of the Charter Agreement, the Board contracts with the Manager to provide . . . [products and services] . . . necessary to operate the School." Proposed contract section 2.

"The Manager shall be accountable to the Board for the administration, operation and performance of the School in accordance with the Charter Agreement and as set forth herein." Proposed contract section 2.

“Manager will coordinate and assist with any and all advertising, branding, media and public relations efforts” Proposed contract section 3(i).

“Manager will support the Board by ensuring that all School financial processes and reporting are compliant including, but not limited to, providing the Board with a list of School expenses with sufficient detail to meet SBOA auditing requirements.” Proposed contract section 6(d).

In addition, the proposed contract requires ACCEL to obtain approval from the Board, and keep the Board, authorizer and state informed about, a variety of topics related to the operation of the school. Transparency is paramount and evidenced by audit provisions (proposed contract section 6(d)) and attendance at Board meetings which are open to the public (proposed contract section 15(b)).

Section IV: Student Demand and Primary Attendance Area

- 1. Please provide data to support the student demand across the state. Students attending virtual schools in Idaho have decreased in the years following the pandemic (e.g., 2020 and 2021), which saw enrollment in virtual schools spike briefly in Idaho (via Full Term ADA data from Idaho State Department of Education). Virtual schools in the Idaho Public Charter School Commission's portfolio have decreased in enrollment from 7,719 students in fiscal year 2020 to 5,397 students in fiscal year 2023. Please provide additional data how the school will be able to meet its enrollment projections.**

Although virtual school enrollment may have declined from fiscal year 2020 to 2023, a new district online program successfully enrolled 378 students in SY23-24. The Board feels our budget target of 300 students is achievable given the recent district online program experience in recruiting and enrolling students into a new educational option.

In addition to recent enrollment success for a new online program, research on Idaho population trends shows upward trends. Idaho overall population growth from 2012-2023 was 368,816 - which is an average of 33,528 per year.

This overall population growth translates into student population growth for the past 11 years of approximately 10% of the annual average population growth in Idaho. [Idaho population by year, county, race, & more | USAFacts](#)

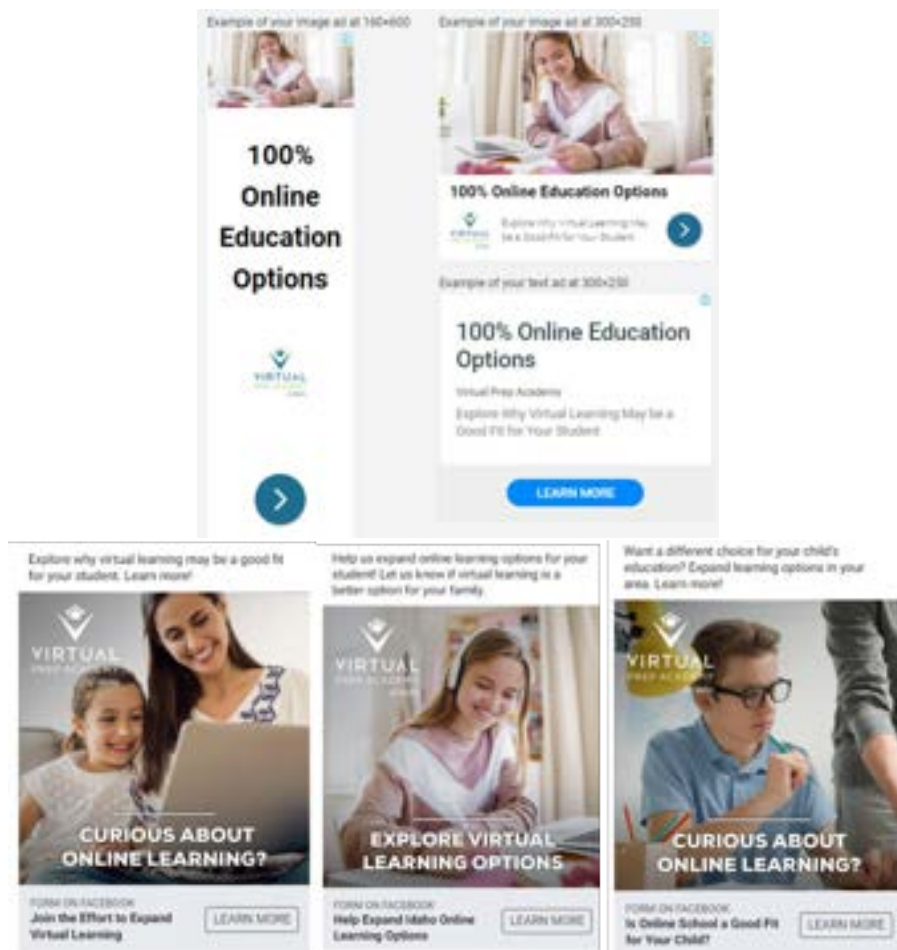
- 2. Please elaborate on the conversion rates (page 66) to support the anticipated enrollment numbers.**

The Board asked its service provider for specific information regarding student recruitment efforts for the new district online program (SY23-24). The service provider reports district program conversion rates from lead to application and application to enrollment were both higher than what has been submitted for our budget. The table below compares the conversion rates of the Idaho district program with what was submitted on our budget. This comparison demonstrates that our projection of 300 students in year 1 is reasonable and perhaps even a bit conservative.

Idaho	Actual SY23-24	Budget Submission
Leads	3,882	5,567
App/Lead	17%	13%
Apps	673	750
Enr/Apps	56%	40%
Enrollments	378	300
Enr/Leads	10%	5%

3. Please provide documentation of the student engagement survey noted on page 60 (redacted for individual information, etc.)

Below are the elements from social media and digital display campaigns to gain support for a new online school in Idaho. This campaign produced 114 responses. A redacted list of the 114 responses are also provided below. These campaigns occurred prior to the new online district program starting (results mentioned above), so they are less relevant than the data provided in response to the first two questions in this section.





**EDUCATION THAT FITS
YOUR LIFE**

**GET MORE
INFORMATION!**

First Name* Last Name*

Phone*

Zip Code*

Yes, I'd like to join the Virtual Preparatory Academy mailing list and to receive information regarding virtual learning.

Virtual Prep Academy

Would you like to get involved? Virtual education options are part of the long-standing school choice movement focused on the success of all students. The mission is to provide parents with the ability to pursue the best educational option for their child regardless of their economic or geographic circumstances. Access to highly qualified teachers, engaging and interactive curriculum, and best in class technology allow today's students to see the possibilities of their future. The innovative assessment of virtual learning combines proven LMS teacher led instructional best practices with technology to drive student success. We are looking forward to expanding this option for state students. We are in the early stages of gathering information from families who are interested in an online and personalized education. We hope to open our virtual doors in September 2020.

**Why Students and Families Choose
Online Learning:**

- Excellent way to meet the unique needs of my child
- My student is not thriving in a traditional environment
- Teachers are dedicated to my student not getting left behind
- My student can learn to see the possibilities of education vs the limitations
- My child benefits from safety and security of an at-home learning environment
- Flexible, self-paced access to courses meets the needs of my student
- Tuition-free and meets state standards is important to my family

**What Makes Virtual Preparatory
Academy Different:**

- Decades of experience helping students succeed with online learning
- Dynamic and adaptive K-12 courses including intuitive tools and secure communication
- Unique assessment strategies using real-time data early and often
- Teachers that are best suited to teach in an online environment
- Unique tiered student support model with wrap-around services
- Core content and supplemental resources built specifically for online learning
- Web-based classrooms led by LIVE TEACHERS
- Fully accredited and state standard aligned curriculum

Please join the Virtual Preparatory Academy mailing list to hear more.

[Learn More](#)

Location	Date	Simple Channel	Lead Source	First Name	Last Name	Email	Mailing Zip/Postal Code
1	Idaho	1/30/2022	Paid Social	Social Media	REDACTED	REDACTED	83709
2	Idaho	1/27/2022	Paid Social	Social Media	REDACTED	REDACTED	83619
3	Idaho	1/26/2022	Paid Social	Social Media	REDACTED	REDACTED	83301
4	Idaho	1/19/2022	Paid Social	Social Media	REDACTED	REDACTED	83709
5	Idaho	2/3/2022	Paid Social	Social Media	REDACTED	REDACTED	83605
6	Idaho	2/3/2022	Paid Social	Social Media	REDACTED	REDACTED	83619
7	Idaho	1/13/2022	Paid Social	Social Media	REDACTED	REDACTED	99207
8	Idaho	1/15/2022	Paid Social	Social Media	REDACTED	REDACTED	83646
9	Idaho	2/9/2022	Paid Social	Social Media	REDACTED	REDACTED	83646
10	Idaho	1/29/2022	Paid Social	Social Media	REDACTED	REDACTED	83404
11	Idaho	1/15/2022	Paid Social	Social Media	REDACTED	REDACTED	83709
12	Idaho	1/24/2022	Paid Social	Social Media	REDACTED	REDACTED	83854
13	Idaho	1/27/2022	Paid Social	Social Media	REDACTED	REDACTED	83619
14	Idaho	1/11/2022	Paid Social	Social Media	REDACTED	REDACTED	83252
15	Idaho	2/5/2022	Paid Social	Social Media	REDACTED	REDACTED	83316
16	Idaho	2/3/2022	Paid Social	Social Media	REDACTED	REDACTED	83686
17	Idaho	2/2/2022	Paid Social	Social Media	REDACTED	REDACTED	83810
18	Idaho	1/17/2022	Paid Social	Social Media	REDACTED	REDACTED	66755
19	Idaho	1/31/2022	Paid Social	Social Media	REDACTED	REDACTED	83854
20	Idaho	1/17/2022	Paid Social	Social Media	REDACTED	REDACTED	83301
21	Idaho	2/10/2022	Paid Social	Social Media	REDACTED	REDACTED	83342
22	Idaho	2/10/2022	Paid Social	Social Media	REDACTED	REDACTED	83687
23	Idaho	1/13/2022	Paid Social	Social Media	REDACTED	REDACTED	83835
24	Idaho	1/24/2022	Paid Social	Social Media	REDACTED	REDACTED	83705
25	Idaho	1/28/2022	Paid Social	Social Media	REDACTED	REDACTED	83316
26	Idaho	2/9/2022	Paid Social	Social Media	REDACTED	REDACTED	83705
27	Idaho	1/18/2022	Paid Social	Social Media	REDACTED	REDACTED	83202
28	Idaho	1/13/2022	Paid Social	Social Media	REDACTED	REDACTED	83221
29	Idaho	1/12/2022	Paid Social	Social Media	REDACTED	REDACTED	83202
30	Idaho	2/9/2022	Paid Social	Social Media	REDACTED	REDACTED	83623
31	Idaho	2/6/2022	Paid Social	Social Media	REDACTED	REDACTED	83644
32	Idaho	1/23/2022	Paid Social	Social Media	REDACTED	REDACTED	83856
33	Idaho	1/29/2022	Paid Social	Social Media	REDACTED	REDACTED	83401
34	Idaho	2/7/2022	Paid Social	Social Media	REDACTED	REDACTED	83501
35	Idaho	2/10/2022	Paid Social	Social Media	REDACTED	REDACTED	83213
36	Idaho	1/31/2022	Paid Social	Social Media	REDACTED	REDACTED	83301
37	Idaho	2/9/2022	Paid Social	Social Media	REDACTED	REDACTED	83401
38	Idaho	1/26/2022	Paid Social	Social Media	REDACTED	REDACTED	83815
39	Idaho	1/26/2022	Paid Social	Social Media	REDACTED	REDACTED	83201
40	Idaho	1/28/2022	Paid Social	Social Media	REDACTED	REDACTED	83350
41	Idaho	2/9/2022	Paid Social	Social Media	REDACTED	REDACTED	83412
42	Idaho	1/23/2022	Paid Social	Social Media	REDACTED	REDACTED	83611
43	Idaho	2/2/2022	Paid Social	Social Media	REDACTED	REDACTED	83646
44	Idaho	1/24/2022	Paid Social	Social Media	REDACTED	REDACTED	83536
45	Idaho	2/10/2022	Paid Social	Social Media	REDACTED	REDACTED	83445
46	Idaho	1/10/2022	Paid Social	Social Media	REDACTED	REDACTED	83202
47	Idaho	1/29/2022	Paid Social	Social Media	REDACTED	REDACTED	83856
48	Idaho	2/6/2022	Paid Social	Social Media	REDACTED	REDACTED	83651
49	Idaho	1/15/2022	Paid Social	Social Media	REDACTED	REDACTED	83544
50	Idaho	1/27/2022	Paid Social	Social Media	REDACTED	REDACTED	99216
51	Idaho	1/15/2022	Paid Social	Social Media	REDACTED	REDACTED	83687
52	Idaho	1/30/2022	Paid Social	Social Media	REDACTED	REDACTED	83716
53	Idaho	1/24/2022	Paid Social	Social Media	REDACTED	REDACTED	83687
54	Idaho	2/8/2022	Paid Social	Social Media	REDACTED	REDACTED	83202
55	Idaho	1/11/2022	Paid Social	Social Media	REDACTED	REDACTED	83642
56	Idaho	1/10/2022	Paid Social	Social Media	REDACTED	REDACTED	98251
57	Idaho	2/10/2022	Paid Social	Social Media	REDACTED	REDACTED	83644
58	Idaho	2/9/2022	Paid Social	Social Media	REDACTED	REDACTED	83660
59	Idaho	1/28/2022	Paid Social	Social Media	REDACTED	REDACTED	83847
60	Idaho	1/29/2022	Paid Social	Social Media	REDACTED	REDACTED	83642
61	Idaho	1/10/2022	Paid Social	Social Media	REDACTED	REDACTED	83427
62	Idaho	2/9/2022	Paid Social	Social Media	REDACTED	REDACTED	83642
63	Idaho	1/12/2022	Paid Social	Social Media	REDACTED	REDACTED	83254
64	Idaho	1/13/2022	Paid Social	Social Media	REDACTED	REDACTED	83651
65	Idaho	1/22/2022	Paid Social	Social Media	REDACTED	REDACTED	83336
66	Idaho	1/23/2022	Paid Social	Social Media	REDACTED	REDACTED	83628
67	Idaho	1/23/2022	Paid Social	Social Media	REDACTED	REDACTED	83316
68	Idaho	1/11/2022	Paid Social	Social Media	REDACTED	REDACTED	83442
69	Idaho	1/23/2022	Paid Social	Social Media	REDACTED	REDACTED	83850
70	Idaho	1/11/2022	Paid Social	Social Media	REDACTED	REDACTED	83349
71	Idaho	1/23/2022	Paid Social	Social Media	REDACTED	REDACTED	83607
72	Idaho	2/3/2022	Paid Social	Social Media	REDACTED	REDACTED	93401
73	Idaho	1/21/2022	Paid Social	Social Media	REDACTED	REDACTED	83709
74	Idaho	2/9/2022	Paid Social	Social Media	REDACTED	REDACTED	83611
75	Idaho	2/8/2022	Paid Social	Social Media	REDACTED	REDACTED	83639
76	Idaho	1/25/2022	Paid Social	Social Media	REDACTED	REDACTED	83709
77	Idaho	2/3/2022	Paid Social	Social Media	REDACTED	REDACTED	83686
78	Idaho	2/9/2022	Paid Social	Social Media	REDACTED	REDACTED	83702
79	Idaho	1/12/2022	Paid Social	Social Media	REDACTED	REDACTED	83252
80	Idaho	1/11/2022	Paid Social	Social Media	REDACTED	REDACTED	83202
81	Idaho	2/8/2022	Paid Social	Social Media	REDACTED	REDACTED	83651
82	Idaho	1/12/2022	Paid Social	Social Media	REDACTED	REDACTED	83709
83	Idaho	1/18/2022	Paid Social	Social Media	REDACTED	REDACTED	83837
84	Idaho	1/19/2022	Paid Social	Social Media	REDACTED	REDACTED	83702
85	Idaho	1/19/2022	Paid Social	Social Media	REDACTED	REDACTED	83616
86	Idaho	1/22/2022	Paid Social	Social Media	REDACTED	REDACTED	83445
87	Idaho	2/7/2022	Paid Social	Social Media	REDACTED	REDACTED	83544
88	Idaho	1/24/2022	Paid Social	Social Media	REDACTED	REDACTED	83858
89	Idaho	1/13/2022	Paid Social	Social Media	REDACTED	REDACTED	32967
90	Idaho	2/11/2022	Paid Social	Social Media	REDACTED	REDACTED	83201
91	Idaho	2/5/2022	Paid Social	Social Media	REDACTED	REDACTED	83605
92	Idaho	1/29/2022	Paid Social	Social Media	REDACTED	REDACTED	83442
93	Idaho	2/1/2022	Paid Social	Social Media	REDACTED	REDACTED	83440
94	Idaho	2/9/2022	Paid Social	Social Media	REDACTED	REDACTED	83201
95	Idaho	1/16/2022	Paid Social	Social Media	REDACTED	REDACTED	83239
96	Idaho	1/26/2022	Paid Social	Social Media	REDACTED	REDACTED	83605
97	Idaho	2/6/2022	Paid Social	Social Media	REDACTED	REDACTED	83835
98	Idaho	1/30/2022	Paid Social	Social Media	REDACTED	REDACTED	83202
99	Idaho	2/10/2022	Paid Social	Social Media	REDACTED	REDACTED	94568
100	Idaho	1/30/2022	Paid Social	Display	REDACTED	REDACTED	not provided
101	Idaho	1/30/2022	Paid Social	Display	REDACTED	REDACTED	not provided
102	Idaho	1/24/2022	Paid Social	Display	REDACTED	REDACTED	not provided
103	Idaho	1/30/2022	Paid Social	Display	REDACTED	REDACTED	not provided
104	Idaho	1/30/2022	Paid Social	Display	REDACTED	REDACTED	not provided
105	Idaho	1/13/2022	Paid Social	Display	REDACTED	REDACTED	not provided
106	Idaho	1/6/2022	Paid Social	Display	REDACTED	REDACTED	not provided
107	Idaho	1/19/2022	Paid Social	Display	REDACTED	REDACTED	not provided
108	Idaho	1/21/2022	Paid Social	Display	REDACTED	REDACTED	not provided
109	Idaho	1/16/2022	Paid Social	Display	REDACTED	REDACTED	not provided
110	Idaho	1/17/2022	Paid Social	Display	REDACTED	REDACTED	not provided
111	Idaho	1/12/2022	Paid Social	Display	REDACTED	REDACTED	not provided
112	Idaho	1/17/2022	Paid Social	Display	REDACTED	REDACTED	not provided
113	Idaho	1/12/2022	Paid Social	Display	REDACTED	REDACTED	not provided
114	Idaho	1/24/2022	Paid Social	Display	REDACTED	REDACTED	not provided

Section V: School Leadership and Management

- 1. The proposed contract with the ESP states that the “Manager will maintain student, business and other records pertaining to the operation of the school” (page 4 of contract). Please clarify whether any physical copies of records will be kept, or whether all records will be held by the ESP.**

At the direction of the Board and consistent with policies that will be adopted by the Board, these records will be stored securely in Sharepoint and will be accessible to school staff with appropriate access and permission via the Power School student information system. As required and at the Board’s direction, student records may also be stored physically in the school office location. In the event of any dissolution of agreement, all digital student records would be made accessible to the Board or the Board's designated representative (see Appendix E Draft Agreement pages 15-16), and the Manager will no longer have any access to the records.

Consistent with Board policy and applicable laws and regulations only a limited number of school staff have access to upload/download student records (Administrators, Operations Manager, Registrars).

- 2. Please clarify the management and security of student data through the ESP and the level of access and authority the Board will maintain.**

The ESP selected by the Board considers the student life cycle and collects and stores student data through a variety of secure systems (Salesforce, Power School, Canvas, SharePoint). The Board will develop policies to ensure that in all of these systems permissions and access are granted to staff based on role and legitimate interest in the student. Data access and use is subject to all FERPA mandates and requirements. The Board will not have direct and ongoing access to student records, but that information will be provided to them on an as-needed basis as requested and in accordance with FERPA guidance. In the event of dissolution of the relationship between ACCEL schools and the Board all student records would be provided to the Board.

3. Please describe and evidence the legal protections of the Board to terminate or revise the contract with the ESP. The termination clauses included in the contract greatly favor the ESP. This may limit the Board in its ability to terminate the contract should that need be determined.

Per section 9 of the proposed contract, “The Board may, at its option, terminate this Agreement prior to its expiration . . . ” if it is no longer a party to a Charter Agreement, ACCEL fails to cure a material breach within the allotted time (Idaho Code sections 33-5206(8)(e)), or ACCEL experiences listed financial circumstances. Per section 10 of the proposed contract, the Board also has an opportunity to renegotiate or terminate based on described circumstances involving change(s) in applicable law. Termination clauses are generally mutual and both parties are entitled to some protection, including the 18-month notice requirement to provide adequate time for the school to find a new ESP if it chooses to.

The Board has complete decision-making autonomy as set forth in sections 15(a) and (c) of the contract. The Board may also seek advice from its own attorney whose name and contact information (currently Chris Yorgason of Yorgason Law Offices, PLLC) will be included in section 19 of the contract where there is currently a placeholder (Idaho Code sections 33-5206(8)(g)).

Per sections 10 and 11 of the contract, ACCEL may likewise terminate if the Board fails to cure a material breach within the allotted time or change in applicable law occurs. ACCEL has additional termination rights based on negative funding or financial circumstances caused by reasons beyond ACCEL’s control. The additional termination rights reflect and account for ACCEL’s substantial initial startup and ongoing funding of, and provision of resources for, the school, and significant risk of loss the Board does not incur.

4. The proposed contract allows the ESP a level of control that may not be allowable by Idaho statute. Language included in the application, sample contract, and previously executed contracts all indicate that, based on the scope of services to be purchased from ACCEL, the ESP will effectively manage the school.

The scope of services to be purchased by the Board from ACCEL are within the meaning of Idaho’s definition of “Educational services provider” which, per Idaho Code section 33-5202A(5) is “a nonprofit or for-profit entity that contracts with a public charter school for a fee to provide educational services and resources, including administrative support and educational design, implementation, or management.”

In addition, per Idaho Code section 33-5203(4)(b) “. . . nothing in this section shall prevent the Board of directors of a public charter school from legally contracting with an educational service provider that provides comprehensive educational administrative and management services or with for-profit entities for the provision of products or services that aid in the operation of the school;”

Examples include:

a. The signed sample contract states “Managed by ACCEL Schools” as signage that may be put up by ACCEL (page 142).

As referenced above, Idaho law allows schools to contract with ESPs to provide comprehensive management services. Although the proposed contract includes language regarding ACCEL’s ability to install signs such as “Managed by ACCEL Schools” or “Educational Services Provided by ACCEL Schools” on the School facilities, the provision does not include the words “must” or “shall” and, therefore, the signage is not mandatory or required. ACCEL serves at the direction of the Board. If the Board does not approve the signage, ACCEL will not cause it to be posted.

b. The application states that day-to-day management of the school is delegated to ACCEL (page).

The Idaho Code makes a distinction between managing and operating schools. As referenced above, Idaho Code section 33-5203(4)(b) allows an ESP to provide comprehensive educational administrative and management services and a for-profit entity for the provision of products or services that aid in the operation of the school. Idaho Department of Education’s training material (Charter Board 101: Requirements, Reports, and Resources) likewise distinguishes between Board and school functions, designating the Board’s responsibility as governance with tasks such as adopting policies; establishing criteria, approving, or rejecting; and providing guidelines. Board members generally do not participate in the day-to-day activities of the schools they operate.

The proposed contract is replete with provisions showing the parties’ understanding that the Board is responsible for operating the School, and ACCEL is aiding in the operation of the School by providing day-to-day management, among other services. Some examples are:

“The Board shall obtain and maintain the governance and organizational structure necessary to operate the School in accordance with applicable law and the Charter Agreement.” Proposed contract section 2.

“To assist the Board in carrying out the terms of the Charter Agreement, the Board contracts with the Manager to provide . . . [products and services] . . . necessary to operate the School.” Proposed contract section 2.

“The Manager shall be accountable to the Board for the administration, operation and performance of the School in accordance with the Charter Agreement and as set forth herein.” Proposed contract section 2.

“Manager will coordinate and assist with any and all advertising, branding, media and public relations efforts” Proposed contract section 3(i).

“Manager will support the Board by ensuring that all School financial processes and reporting are compliant including, but not limited to, providing the Board with a list of School expenses with sufficient detail to meet SBOA auditing requirements.” Proposed contract section 6(d).

In addition, the proposed contract requires ACCEL to obtain approval from the Board, and keep the Board, authorizer and state informed about, a variety of topics related to the operation of the school. Transparency is paramount and evidenced by audit provisions (proposed contract section 6(d)) and attendance at Board meetings which are open to the public (proposed contract section 15(b)).

- c. The sample contract includes the provisions of curriculum assessment and instruction, extra-curricular programs, personnel management, business administration, payroll, public relations, budgeting and financial reporting, technology services, etc.**

As referenced above, Idaho law allows schools to contract with ESPs to provide comprehensive management services.

- d. The application indicates that all responsibility for the academic success and operations of the school will be delegated to ACCEL (page 64). Please note that this is contrary to the Board’s responsibility in Idaho code.**

Section 8(a) of the proposed contract says, “Manager will hold the HOS accountable for the success of the School.” However, this does not absolve the Board from its responsibility for the academic success and operation of the School as described in responses above and below. The proposed contract also states: “The Manager shall be accountable to the Board for the administration, operation, and performance of the School in accordance with the Charter Agreement as set forth herein.”

- e. The ESP is allowed by contract to recommend termination of Board employees (e.g, teachers, admin staff, etc.). This allows extensive control over Board actions (“approval of which will not be unreasonably withheld”).**

The proposed contract does not allow ACCEL to have control over Board actions in relation to Board personnel or otherwise. Per terms of the contract, ACCEL has a consulting / advisory role while the Board is solely responsible for its employees:

Subject to Sections 3 and 6 above, the Charter Agreement, and applicable laws and regulations, the Board will have the sole responsibility and authority to . . . terminate its employees . . . (proposed contract section 8((c))

Manager will advise the Board about management of instructional staff and academic support staff . . . (proposed contract section 8((c))

Board shall keep Manager informed of all material actions and decisions relating to instructional staff and academic support staff on a regular basis. (proposed contract section 8((c))

Manager may recommend termination or elimination of specific positions to the Board for prompt action by the Board (which maintains the exclusive rights to hire and terminate its employees), approval of which will not be unreasonably withheld. (proposed contract section 8((d))

The Board expects ACCEL’s Human Resources department to provide expertise and advice about matters Board members may not be knowledgeable about. The Board has autonomy to disagree with ACCEL’s recommendations. In general, every contract contains an implied duty of good faith and fair dealing. Parties to a contract are generally held to a reasonable standard. The draft agreement has been revised to delete "approval of which will not be unreasonably withheld."

- f. The ESP is noted as the “Manager” in the proposed contract. According to Idaho statute, an ESP is not allowed to manage a charter school in Idaho.**

Please refer to previous responses regarding Idaho law, Board’s role vs. ESP’s role as to governance vs. management, and the Board’s role vs. ACCEL’s role as to employees in order to address this topic.

- g. The Head of School is an employee of the ESP. This directly allows the ESP to manage the school, which may be a violation of Idaho statute.**

Please refer to previous responses regarding Idaho law, Board's role vs. ESP's role as to governance vs. management, and the Board's role vs. ACCEL's role as to employees in order to address this topic.

As ACCEL would be responsible for day-to-day management of the School per response above, the HOS is an ACCEL employee. Per proposed contract section 8(a), "[s]ubject to Sections 3 and 6 above, the Charter Agreement and applicable laws and regulations, Manager will have the sole responsibility and authority to . . . evaluate . . . [and] discipline. . . its personnel serving as school administrators and non-instructional staff assigned to the School to carry out management and management consulting services, and other services provided under this Agreement." The Board may conduct its own performance review and assessment of the school leader. Per proposed contract section 8(b), "If the Board is dissatisfied with or concerned about the HOS or equivalent's job performance, the Board shall provide Manager with written notice pursuant to this Agreement and set forth specific issues and requested action with supporting documentation. Manager shall review the notice and respond in a timely [manner]."

Section VI: Virtual Schools

- 1. Please clarify how students in rural areas will access physical locations for testing (e.g., what is the maximum distance a student will have to travel to a testing location, plan for students with hardship/inability to travel to testing locations, etc.).**

When planning for administration of face-to-face tests, the Board will direct school staff to utilize student address data to establish testing venues across the state. Areas with a high student population may have multiple testing sites available within a closer mileage radius, while students in remote areas may have fewer test sites within a larger radius. In general, the Board aims to ensure that the majority of students will travel fewer than 30 miles to a testing site, and many times the travel distance is less than that. There may be very limited situations where there is a single student located in a more remote area who may be asked to travel up to 50 miles for testing. However, if a family has a hardship with such travel, arrangements will be made with the family to create the best plan for testing the student, which may require having a staff member meet a student for one-on-one testing at a closer location.

- 2. Please clarify what AMP provides that is not already addressed by third party vendors incorporated throughout this application.**

Please review what AMP provides already noted in the application:

- VPA of Idaho's curriculum is found within the AMP platform, which includes state-of-the-art technology with state-specific reporting components and complete curriculum alignment to state standards. (Page 77)
- Curriculum vendor coursework is embedded seamlessly within the AMP system. (Page 77)
- The benefit of embedding courses into the AMP system is that the school is not limited to one vendor's operating system. The AMP system provides the flexibility to assemble the school's most robust curriculum choices. (Page 77)
- The AMP platform combines the following applications into one single sign-on, user friendly, application suite. (Page 77)
- Students have access to a unique virtual study space that is not offered by other online programs. The student's virtual space supported through the AMP platform includes the capability for single sign on access to the AMP learning curriculum, teacher support, progress monitoring, internal email communication, and content instruction. The offering is unique in that every aspect of the student's academic development is sourced from one single sign on portal tailored to the students learning plan. (Page 82)

Additional Attachments

- 1. Recently Executed Contracts**
- 2. Sample Facilities**
- 3. Special Education Transition Timeline**

Attachment 1: Sample Contracts

SECOND AMENDMENT TO MANAGEMENT AGREEMENT

BETWEEN

ACCEL ONLINE WEST LLC AND VIRTUAL PREPARATORY ACADEMY OF OREGON

THIS SECOND AMENDMENT TO MANAGEMENT AGREEMENT (the “**Second Amendment**”) between Accel Online West LLC (the “**Manager**”), a Delaware limited liability company and Virtual Preparatory Academy of Oregon (the “**School**”; together with the Manager, the “**Parties**”), an Oregon nonprofit corporation, dated June 28, 2024, is made by the Parties.

WITNESSETH:

WHEREAS, Manager and the School entered into a Management Agreement with an Effective Date of December 19, 2022 (the “**Agreement**”).

WHEREAS, the Parties entered into a First Amendment to Management Agreement, dated November 1, 2023 (the “**First Amendment**”), which modified the Manager’s services to include human resource administration and payroll management services and added a human resource administration and payroll management services fee for said services in the amount of \$7,500 per month for the first 15 employees and an additional amount of \$1,500 per month for each 10 incremental employees, with the Human Resources Administration and Payroll Management Services Fee not to exceed a total of \$15,000 per month.

WHEREAS, the Manager’s obligation to provide human resource administration and payroll management services terminates on June 30, 2024, without affecting the Initial Term of the Agreement.

WHEREAS, the School is in the process of conducting a competitive bidding solicitation in accordance with Oregon’s Public Contracting Code to identify a qualified service provider for the desired human resource administration and payroll management services.

WHEREAS, the procurement process will not be completed and a new contract awarded before the human resource administration and payroll management services provided by the Manager are scheduled to terminate pursuant to the First Amendment.

WHEREAS, as a result of the substantial risk of the interruption of the School’s educational services, the School’s Board of Directors declared an emergency in accordance with ORS 279B.080 authorizing the School to promptly execute an extension of the existing public contract (this Second Amendment) in order to ensure compliance with the School’s employment contracts with the School’s teachers, administrators, and staff on a month-to-month basis while the School completes its procurement process.

WHEREAS, the Parties desire to amend the Agreement to extend the Manager's providing of human resources administration and payroll management services on the terms set forth herein.

NOW, THEREFORE, for good and valuable consideration including the mutual promises and benefits contained in this Second Amendment, the receipt and sufficiency of which are hereby acknowledged, the Agreement shall be amended as described herein.

1. Human Resources Administration and Payroll Management Services. Section 8(c) of the Agreement shall be modified by deleting Section 8(c) of the First Amendment in its entirety and replacing it with the following:

8(c) Human Resources Administration and Payroll Management Services. Commencing on November 5, 2023, in exchange for the Human Resources Administration and Payroll Management Services Fee, Manager will provide the services listed in Addendum A ("Human Resources Administration and Payroll Management Services"), attached hereto and incorporated herein. The Parties agree that the Manager's delivery of Human Resources Administration and Payroll Management Services shall proceed on a month-to-month basis. The Manager's services under this section shall terminate on the last day of the month preceding the first day of the month in which the School's new contractor for the services commences as specified by School in written notification to Manager (the "**HRAPMS Termination Date**"). Such termination shall not affect the Initial Term of the Agreement.

2. All other terms and conditions of the Agreement not specifically amended or modified herein shall remain in full force and effect. All capitalized terms contained herein shall have the meanings attributed to them in the Agreement unless specifically otherwise defined herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment by and through their duly authorized officers as of the date first written above.


By and on behalf of
Accel Online West LLC

By:  _____
20C4B88EDF800481

Print Name: Ron Packard

Title: CEO and founder

By and on behalf of
Virtual Preparatory Academy of Oregon

By:  _____
88AB7D07B8C428

Print Name: Laurel Pederson

Title: Board Member

ADDENDUM A

HUMAN RESOURCES ADMINISTRATION AND PAYROLL MANAGEMENT SERVICES

Human Resources Administration

- New Employee Hiring Process
 - Provide guidance and training on appropriate hiring processes
 - Assist with setting up background checks in compliance with state law
 - Assist in developing new employee files that contain all of the paperwork necessary to process new hires, such as a new employee checklist, employment contract/offer letter, employment application, direct deposit authorization, employee timesheet, I-9, W-4, safety handbook, etc.

- Employee Handbook & Job Description
 - Development, implementation, & maintenance of an Employee Handbook that accurately reflects your company's policy & practices
 - Assist in the presentation of new policies to your staff, train them where necessary, & help answer their questions
 - Assist in drafting customized job descriptions, primary job duties, collateral duties, skill requirements, etc.

- Employees' Training & Development
 - Develop training programs for employees who require formal training to comply with Occupational Safety & Health Administration (OSHA), Food & Drug Administration (ADA), &/or Environmental Protection Agency (EPA) regulations
 - Maintain training records & verify that the employee understands the material & is competent in the training provided

- Workplace Safety Training
 - Host safety training programs and workshops for employees, supervisors, managers, & owners to help lower work-related injuries
 - Provide OSHA compliance training, as needed

- Workers' Compensation Administration
 - Work with the School to select workers compensation carrier

- Benefit Administration (Manager contracts with the following third party service providers: isolved Benefit Services for Cobra administration and BenXpress for benefits administration)

- Distribute materials for benefit orientations, open enrollment & summary plan descriptions
- Conduct presentations when necessary
- Employee benefit enrollment meetings & plan implementation
- Provide training and assistance with employee questions & claims processing
- Maintenance of employee benefit records
- Billing reconciliation & vendor liaison
- Provide regular benefit reports
- Forecast trends & assist with future benefit designs; develop specific recommendations for review by management

- Leave Administration
 - Review, educate, & provide guidance to staff regarding current Federal Family & Medical Leave Act (FMLA)
 - Provide required leave paperwork to employees
 - Maintenance of leave records
 - Prepare appropriate documentation & correspondence for all leave of absence requests with government timelines
 - Analyze leave paperwork & supporting medical documentation
 - Act as the liaison with employees & managers to ensure that questions, concerns, changes/updates for leave are communicated accordingly
 - Maintain and follow all changes to Federal regulations pertaining to the Family & Medical Leave Act

- Performance Appraisals, Discipline, & Terminations
 - Provide expert advice in HR & employee relations issues, how & when to conduct discipline, protecting at-will status
 - Assist in developing progressive discipline policies, conducting probationary reviews, annual performance appraisals, disciplinary meetings or terminations
 - Assist in developing required documentation, severance, separation agreements, etc.

- Credentialing Criteria Review
 - Define those employees that require credentialing & re-credentialing
 - Describe and explain the general credentialing process to employees where necessary
 - Initial check and periodic recheck of credentials per company policy
 - Perform annual & periodical review & audit

- Review & Maintenance of Personnel Files
 - Ensure confidentiality of personnel information
 - Maintenance of personnel records

- I-9 management
- Medical/benefits enrollment (Vendor)
- Payroll history (Vendor)
- Workers' compensation & OSHA history (Vendor)

Payroll Management

- Payroll
 - VPA of Oregon employees shall be paid bi-weekly via direct deposit. If preferred by the VPA of Oregon employee, Contractor can also prepare manual paychecks. Employees shall submit their hours via Contractor's employee timekeeping system; hours shall be approved online by their supervisor. Employees who are paid bi-weekly must submit their hours by Monday at 10 am (PST) following the two-week work cycle. Payroll is approved by Wednesday following the Monday payroll submission, and employees are paid that Friday, unless that Friday is a bank holiday, in which case employees are paid the day before (Thursday).
- Onboarding
 - Ensuring completion of paperwork, such as all onboarding documents and the W-4
 - Background checks in compliance with state law
 - Drug testing (if required)
 - Reference checks, if requested
 - I-9 processing and verification
 - New hire reporting
 - School/Employee service calls
- Adherence to Compliance Requirements
 - Worker's compensation
 - Timecards
 - Filing taxes (quarterly and yearly)
 - Data security
 - Reporting
 - HR issues

FIRST AMENDMENT TO MANAGEMENT AGREEMENT

BETWEEN

ACCEL ONLINE WEST LLC AND VIRTUAL PREPARATORY ACADEMY OF OREGON

THIS FIRST AMENDMENT TO MANAGEMENT AGREEMENT (the "**Amendment**") between Accel Online West LLC (the "**Manager**"), a Delaware limited liability company and Virtual Preparatory Academy of Oregon (the "**School**"; together with the Manager, the "**Parties**"), an Oregon nonprofit corporation, dated November 1, 2023, is made by the Parties.

WITNESSETH:

WHEREAS, Manager and the School entered into a Management Agreement with an Effective Date of December 19, 2022 (the "**Agreement**");

WHEREAS, the School entered into a Professional Services Agreement with Array HI, Inc., dba Employers Options ("**Employers Options**") dated February 7, 2023, wherein Employers Options agreed to provide certain human resources administration and payroll services for the School's employees;

WHEREAS, on October 2, 2023, the School notified Employers Options that the School was terminating the Professional Services Agreement between the parties, effective as of November 4, 2023, with Employers Options remaining responsible for processing the last paychecks scheduled for November 10, 2023, and the School taking over responsibility for human resources administration and payroll services on November 5, 2023;

WHEREAS, as a result of the above-described termination of services, the School's Board of Directors declared an emergency in accordance with ORS 279B.080 authorizing the School to promptly execute a public contract (this Amendment) in order to ensure compliance with the School's employment contracts with the School's teachers, administrators, and staff for the remainder of the 2023-2024 school year;

WHEREAS, in addition to the products and services Manager is already providing to the School pursuant to the terms of the Agreement, the Manager has the ability to provide human resources administration and payroll management services to the School; and

WHEREAS, the Parties desire to amend the Agreement to include the human resources administration and payroll management services and associated fee.

NOW, THEREFORE, for good and valuable consideration including the mutual promises and benefits contained in this Amendment, the receipt and sufficiency of which are hereby acknowledged, the Agreement shall be amended as described herein.

1. Fees and Costs. Section 7(a) of the Agreement (Continuing Fee) shall be modified by changing the section number to Section 7(a)(i).

2. Fees and Costs. Section 7(a) of the Agreement shall be modified by adding Section 7(a)(ii) with the following content:

7(a)(ii) **Human Resources Administration and Payroll Management Services Fee.** The School shall pay a monthly human resources administration and payroll management services fee (the “**Human Resources Administration and Payroll Management Services Fee**”) to the Manager in the amount of \$7,500 per month for the first 15 employees and an additional amount of \$1,500 per month for each 10 incremental employees, with the Human Resources Administration and Payroll Management Services Fee not to exceed a total of \$15,000 per month.

3. Human Resources Administration and Payroll Management Services. Section 8(c) of the Agreement shall be modified by deleting “Intentionally Omitted” and replacing it with the following content:

8(c) **Human Resources Administration and Payroll Management Services.** Commencing on November 5, 2023, in exchange for the Human Resources Administration and Payroll Management Services Fee, Manager will provide the services listed in Addendum A (“Human Resources Administration and Payroll Management Services”), attached hereto and incorporated herein. The Parties agree that the Manager’s delivery of Human Resources Administration and Payroll Management Services shall terminate on June 30, 2024 (the “**HRAPMS Termination Date**”) and that such termination shall not affect the Initial Term of the Agreement. Notwithstanding the termination provisions in Section 9 of the Agreement, the Parties further agree that the School may, in its sole discretion, elect to terminate the Human Resources Administration and Payroll Management Services prior to the HRAPMS Termination Date by providing 30 days prior written notice to the Manager.

4. All other terms and conditions of the Agreement not specifically amended or modified herein shall remain in full force and effect. All capitalized terms contained herein shall have the meanings attributed to them in the Agreement unless specifically otherwise defined herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment by and through their duly authorized officers as of the date first written above.

By and on behalf of
Accel Online West LLC

By and on behalf of
Virtual Preparatory Academy of Oregon

By:  _____

By: Joan Marie Peterson

Print Name: Maria Szalay

Print Name: Joan Marie Peterson

Title: COO

Title: Board Chairman

ADDENDUM A

HUMAN RESOURCES ADMINISTRATION AND PAYROLL MANAGEMENT SERVICES

Human Resources Administration

- New Employee Hiring Process
 - Provide guidance and training on appropriate hiring processes
 - Assist with setting up background checks in compliance with state law
 - Assist in developing new employee files that contain all of the paperwork necessary to process new hires, such as a new employee checklist, employment contract/offer letter, employment application, direct deposit authorization, employee timesheet, I-9, W-4, safety handbook, etc.
- Employee Handbook & Job Description
 - Development, implementation, & maintenance of an Employee Handbook that accurately reflects your company's policy & practices
 - Assist in the presentation of new policies to your staff, train them where necessary, & help answer their questions
 - Assist in drafting customized job descriptions, primary job duties, collateral duties, skill requirements, etc.
- Employees' Training & Development
 - Develop training programs for employees who require formal training to comply with Occupational Safety & Health Administration (OSHA), Food & Drug Administration (ADA), &/or Environmental Protection Agency (EPA) regulations
 - Maintain training records & verify that the employee understands the material & is competent in the training provided
- Workplace Safety Training
 - Host safety training programs and workshops for employees, supervisors, managers, & owners to help lower work-related injuries
 - Provide OSHA compliance training, as needed
- Workers' Compensation Administration
 - Work with the School to select workers compensation carrier
- Benefit Administration (Manager contracts with the following third party service providers: isolved Benefit Services for Cobra administration and BenXpress for benefits administration)

- Distribute materials for benefit orientations, open enrollment & summary plan descriptions
- Conduct presentations when necessary
- Employee benefit enrollment meetings & plan implementation
- Provide training and assistance with employee questions & claims processing
- Maintenance of employee benefit records
- Billing reconciliation & vendor liaison
- Provide regular benefit reports
- Forecast trends & assist with future benefit designs; develop specific recommendations for review by management

- Leave Administration
 - Review, educate, & provide guidance to staff regarding current Federal Family & Medical Leave Act (FMLA)
 - Provide required leave paperwork to employees
 - Maintenance of leave records
 - Prepare appropriate documentation & correspondence for all leave of absence requests with government timelines
 - Analyze leave paperwork & supporting medical documentation
 - Act as the liaison with employees & managers to ensure that questions, concerns, changes/updates for leave are communicated accordingly
 - Maintain and follow all changes to Federal regulations pertaining to the Family & Medical Leave Act

- Performance Appraisals, Discipline, & Terminations
 - Provide expert advice in HR & employee relations issues, how & when to conduct discipline, protecting at-will status
 - Assist in developing progressive discipline policies, conducting probationary reviews, annual performance appraisals, disciplinary meetings or terminations
 - Assist in developing required documentation, severance, separation agreements, etc.

- Credentialing Criteria Review
 - Define those employees that require credentialing & re-credentialing
 - Describe and explain the general credentialing process to employees where necessary
 - Initial check and periodic recheck of credentials per company policy
 - Perform annual & periodical review & audit

- Review & Maintenance of Personnel Files
 - Ensure confidentiality of personnel information

- Maintenance of personnel records
- I-9 management
- Medical/benefits enrollment (Vendor)
- Payroll history (Vendor)
- Workers' compensation & OSHA history (Vendor)

Payroll Management

- Payroll
 - VPA of Oregon employees shall be paid bi-weekly via direct deposit. If preferred by the VPA of Oregon employee, Contractor can also prepare manual paychecks. Employees shall submit their hours via Contractor's employee timekeeping system; hours shall be approved online by their supervisor. Employees who are paid bi-weekly must submit their hours by Monday at 10 am (PST) following the two-week work cycle. Payroll is approved by Wednesday following the Monday payroll submission, and employees are paid that Friday, unless that Friday is a bank holiday, in which case employees are paid the day before (Thursday).
- Onboarding
 - Ensuring completion of paperwork, such as all onboarding documents and the W-4
 - Background checks in compliance with state law
 - Drug testing (if required)
 - Reference checks, if requested
 - I-9 processing and verification
 - New hire reporting
 - School/Employee service calls
- Adherence to Compliance Requirements
 - Worker's compensation
 - Timecards
 - Filing taxes (quarterly and yearly)
 - Data security
 - Reporting
 - HR issues

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (“Agreement”) entered into on December 19, 2022, (the “Effective Date”) is between Accel Online West LLC, a Delaware limited liability company (the “Manager”), and Virtual Preparatory Academy of Oregon, an Oregon nonprofit corporation (the “School”). Manager and School separately may be referred to as a “Party” and together the “Parties”.

WITNESSETH

WHEREAS, the School is organized as an Oregon nonprofit corporation under Oregon law and the School has entered into a Charter contract (the “Charter Contract”) with Prairie City School District (the "Sponsor"), pursuant to which the School is authorized to operate a public community school under Oregon law;

WHEREAS, the Manager has developed an educational model to manage and operate community schools in Oregon (the “State”). The Manager provides the community schools it manages with a complete curriculum (together with any future improvements, alterations or refinements thereto, the "Model"), and provides management services, including educational, managerial, financial, technology and other consulting services as requested, and the Model to community or charter schools throughout the State and in other states;

WHEREAS, the School desires the Manager to provide the Model and the management, educational, financial, technology and other consulting services necessary to operate a community school in accordance with the Charter Contract; and

WHEREAS, the Manager desires to provide the services referenced above.

NOW, THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby, the Parties agree:

1. Term. This Agreement shall have a term commencing on December 19, 2022 and expiring on June 30, 2027 (the “Initial Term”), unless terminated before the expiration date as provided for herein. Thereafter, this Agreement shall automatically renew for successive five (5) year terms (each a “Renewal Term”) unless one Party notifies the other Party not less than twelve (12) months prior to the expiration of the then-current term of its intention not to renew this Agreement. The Initial Term and any Renewal Term are collectively, the “Term”. Non-renewal of this Agreement may be for any reason or no reason.

2. The Charter Contract. The School shall be responsible for its own corporate governance and operation in accordance with applicable law and the Charter Contract. To assist the School in carrying out the terms of the Charter Contract, the School contracts with the Manager to provide the Model and certain functions, equipment, technology, supplies, facilities, services and labor necessary to operate the School. In providing services required by this Agreement, the Manager must observe and comply with all applicable federal, State and local law, and the School must qualify as a "public benefit corporation" as defined by Oregon law. The Manager shall be accountable to the School for the administration, operation and performance of the School in accordance with the Charter Contract and as set forth herein. The School

shall not amend the Charter Contract during the Term in any manner that materially affects the responsibilities and obligations of the Manager and the School without the providing the Manager at least thirty (30) days prior written notice of the proposed amendment and an opportunity to confer with, and provided input to, the School regarding the proposed amendment and its impacts on the Manager and School operations. The School shall consider the Manager's input in good faith. The foregoing notwithstanding, the School may amend the Charter Contract to reflect changes required by applicable law. If any amendment has a material adverse effect on Manager's ability to deliver services, upon written notice to the other Party, Manager or School may request renegotiation of this Agreement. Request for renegotiation may be given any time following notice of the change whether or not the change is effective on the date of notice or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice of renegotiation was given unless earlier termination is necessary to protect the health, welfare or safety of.

3. Management Services. The School contracts with the Manager to provide the functions outlined below, to the extent permitted by law, related to operating the School:

(a) **Academic Progress Reporting.** The Manager shall report academic progress annually to the School, consistent with the provisions of the Charter Contract, and provide regular updates at School meetings if so requested by the School. The Manager shall timely comply with all requirements of local, State and federal laws relating to community schools, and all audits and requests by the Sponsor relating to the demonstration of these requirements must be successfully completed. The School shall give reasonable allowance under the circumstances for appropriate time for documentation, reporting, analysis, and rectification of any non-compliance and complaints.

(b) **Curriculum and Assessment.**

The Manager shall provide the Model to the School, ensure that the Model is aligned with the Charter Contract and applicable law, and continuously monitor and assess the implementation of the Model at the School. The Model includes curriculum, assessment tools, a learning management system, a student information system and a content management system in all subjects and grades Manager generally offers to its managed programs customers; and additional curriculum or educational programs Manager recommends to achieve the goals of the School.

(i) The Manager shall provide the Oregon Department of Education ("ODE") with such reporting as is necessary to participate in its school accountability system. From time to time, the Manager shall redefine, modify and/or replace the Model and/or testing procedures as it deems necessary but with prior notification and consent of the School.

(ii) The Manager shall identify its gifted education and special education plans to the School consistent with the provisions of the Charter Contract and shall report to the School at regular meetings and seek the School's prior written approval of any material changes or modifications to the programs.

(c) Professional Development for School Administrators and Teachers.

(i) The Manager shall establish and maintain on a continuous basis teacher development programs to define teacher qualifications and performance requirements as the Manager deems appropriate. The Manager shall implement a professional development program to improve the effectiveness of each teacher's ability to help students' learning, in general.

(ii) The Manager shall provide teacher training with respect to technology, curriculum, and program as is reasonably necessary to deliver the Model.

(iii) The Manager shall provide non-instructional personnel training with respect to technology, curriculum, and program as is reasonably necessary to deliver the Model.

(d) Administrative Facility and Facility Management.

(i) The Manager will provide a facility for the School at a facility selected by the Manager and approved by the School in writing ("Administrative Facility"). During the Term, the Administrative Facility shall be used only for administrative purposes and the primary administrative office shall be located within the boundaries of the sponsoring school district as required by Oregon law.

(ii) The Manager shall be responsible for providing such maintenance and custodial services for the Administrative Facility as it deems necessary or appropriate.

(iii) Upon the recommendation of the Manager and subject to prior written approval by the School, which approval shall not be unreasonably withheld, the Manager may increase or decrease the size of the Administrative Facility or move the Administrative Facility to another location by leasing or purchasing a suitable facility for the School.

(iv) In the event the Administrative Facility or any portion thereof is determined to be or becomes unsafe or otherwise unsuitable for the School's intended use to the extent that use thereof must cease immediately, the Manager may relocate some or all of the Administrative Facility needs to another suitable location on a temporary or permanent basis without first obtaining the School's approval under (iii) above. The Manager shall notify the School and the Sponsor immediately in the event of any such relocation and shall, in a timely fashion, provide the School and the Sponsor with reasonable proof that the alternate location is a suitable facility for the School's intended use.

(v) The Manager shall report to the School on any material changes to the Administrative Facility location.

(vi) The School will make available to the Manager, at no cost or fee, all space at the Administrative Facility necessary and reasonable to perform the services described in

this Agreement that are not otherwise provided online or remotely from the Manager's usual place of business. Manager may provide other services elsewhere, unless prohibited by the Charter Contract or applicable laws or regulations.

(e) Equipment, Technology, and Operational Support Services.

(i) The School shall make available to the Manager for continued use in the operation of the School all furniture, technology, technical infrastructure, hardware, software, equipment, and other personal property owned or acquired by the School for use by the School. The Manager shall purchase or lease any additional furniture, technology, equipment, or other personal property necessary for the operation of the School and provision of the Model.

(ii) The Manager is solely responsible for designing, selecting, coordinating the purchase of, implementing, and managing technology used by the School, irrespective of the source of funding. Unless provided otherwise herein, all personal property shall be owned and purchased by and for the Manager's own account and not on behalf of the School. If the Manager purchases equipment on behalf of the School using funding specifically provided by the School, the equipment will be titled in the name of the School and owned by the School. However, in no event shall any of the Continuing Fee (as defined in Section 7 below) or any operational grant funds be used for the purchase of School-titled equipment. All other personal property shall be purchased and owned by the Manager. Equipment and other property of the School may be disposed of in accordance with generally applicable law and only after reporting of such scheduled disposal to the School.

(iii) The Manager shall purchase or lease all equipment used in operating the School, and shall maintain the equipment in proper working order. The Manager may sell, scrap or dispose of its personal property after determining in its sole discretion that the property is obsolete, unneeded, excessive, broken, or inoperable.

(iv) The Manager shall determine the suitability of technology for use in the School.

(v) The Manager shall monitor production services, i.e., the learning management and content management systems.

(vi) The Manager shall monitor and analyze data to fix production issues as they arise.

(vii) The Manager shall generate reports on student academic performance, attendance and progress.

(viii) The Manager shall develop, design, publish and maintain the School's website.

(ix) The Manager shall determine hardware configurations (including software and operating systems) for the School's technology needs.

(x) The Manager shall provide support for School administration in troubleshooting system errors.

(xi) The Manager shall train staff and teachers in the use of any technology used in operating the School, including procedures, forms, and systems.

(xii) The Manager shall provide other technology support services requested and mutually agreed upon by the School's board of directors (the "Board") and Manager.

(xiii) The Manager shall provide to the School, as requested, access to the Manager's supply sources (including supply sources of Manager's Affiliates) to obtain centralized purchasing discounts for the School where applicable. "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through ownership of voting securities, by contract interest or otherwise.

(f) Management and Management Consulting. It is the responsibility of the Manager to perform as follows:

(i) Perform day-to-day management of the School in accordance with the Charter Contract.

(ii) Provide the Model, curriculum, and program development as described in this Agreement and the Charter Contract.

(iii) Perform other consulting and liaison services with governmental and quasi-governmental offices and agencies as are necessary in day-to-day operations of the School or as required by the Charter Contract.

(iv) Advise the School regarding special education and special needs students, programs, processes and reimbursements through the Manager's special education department.

(v) Provide student data information management services, testing and testing analysis required by law or otherwise deemed necessary or useful by the Manager and provide the same to the Sponsor to the extent required by the Charter Contract.

(vi) From time to time and as deemed necessary by the Manager, draft operations manuals, forms (including teacher contracts, applications, enrollment and similar forms), and management procedures.

(g) Student Recruitment and Admissions. The Manager shall recruit and enroll students subject to its recruitment and admission policies. Students shall be recruited and selected in accordance with the procedures in the Charter Contract and in compliance with all applicable

federal, State and local laws. Recruitment via lead generation, lead qualification and lead conversion to application and enrollment will take place via a contact strategy by phone, email, and in-person events. Manager will implement the School's admission policy, including management of the application and enrollment process as well as orientation. Manager will maintain a call center function to facilitate recruitment and admissions. When prospective students or their representatives contact Manager for enrollment at the School, and such prospective students are reasonably attempting to obtain information about the School and not other charter or fee-based schools operated in Oregon by Manager, Manager shall direct those students or their representatives for enrollment at the School and not to other schools operated by Manager in Oregon.

(h) Rules and Procedures. The Manager shall adopt, implement, and enforce reasonable rules, regulations, and procedures applicable to the School. The School shall adopt and implement reasonable rules, regulations, and procedures for the School's internal governance. Neither Party may unilaterally adopt or impose any rule, regulation or procedure, and/or amend or supplement the Charter Contract or this Agreement without the prior written approval of the other Party, which approval may be withheld by the other Party in its sole discretion.

(i) Public Relations. Manager will coordinate and assist with any and all advertising, branding, media and public relations efforts, including parent and community outreach programs and local community relationship building. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.

(j) Authority. The Manager shall have the authority and power necessary to undertake its responsibilities described in this Agreement.

(k) Subcontractors. The Manager reserves the right to subcontract services to be provided hereunder without the School's approval provided, however, that School's prior written approval shall be required in the event the aggregate annual cost of any individual service exceeds 30% of the Continuing Fee. The Manager shall be solely responsible for all costs, expenses and fees associated with all of Manager's subcontractors.

4. Purchases with School Funds. When Manager purchases furniture, computers, software, equipment, or other personal property for use in the operation of the School with state funds that were paid to Manager by the School as payment for services rendered, such property is property of the School and is not property of the Manager. When Manager purchases furniture, computers, software, equipment, or other personal property for use in the operation of the School with Manager's funds after determining Continuing Fees are insufficient to pay for such expenses, such property is property of the Manager and not property of the School. The Manager shall permanently mark or tag with a number any property owned by the School in accordance with School policy and keep an inventory of said property.

5. Insurance and School Responsibilities.

(a) The Manager's Responsibility. The Manager shall procure at its expense insurance required to be maintained by the School under the Charter Contract, except for

directors and officers/school leaders insurance, including employment practices liability and errors and omission, in the amount of \$1 million for the benefit of the Board, which shall be procured and maintained by the Board at its expense. The types and limits of the School's insurance policies shall at all times be as follows unless different types and/or higher requirements are set forth in the Charter Contract: commercial general liability with limits in the amounts of \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in the amount of \$3 million; automobile in the amount of \$1 million; and employers liability in the amount of \$1 million. The School's policies shall name the Sponsor, Board and other parties as additional insureds if required in the Charter Contract.

(b) Manager has and will maintain commercial general liability with limits in the amounts of \$1 million per occurrence and \$3 million in the aggregate. Manager will cause School to be named as an additional insured on the policy.

A certificate of insurance evidencing such coverage shall be provided upon reasonable request. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better; (b) be written in standard form; and (c) as to the School's policies, provide that the policies may not be canceled except after thirty (30) days' written notice to the School and Sponsor.

(c) **The Board's Responsibility.** The Board shall pay for its directors and officers/school leaders insurance; legal fees for its representation; legal fees for general corporate matters; accounting, audit, tax and consulting fees for the School; and other expenses approved by the Board.

(d) **Cooperation.** Upon a Party's request, the other Party shall deliver to the requesting Party a copy of such policies and other written confirmation acceptable to the requesting Party, together with evidence that the insurance premiums have been paid. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

6. Budget.

(a) **Projected Budget.** Prior to the May 1 immediately preceding the next academic year, Manager, shall prepare and provide the Board with an annual proposed budget for the School illustrating the anticipated revenue and expenses incurred by the School.

(b) **Budget Detail.** The projected budget shall contain detail as required for public auditing purposes.

(c) **Approval.** The projected budget shall be submitted to the Board for written approval, which approval shall not be unreasonably withheld or delayed and in all cases shall be approved no later than June 30th immediately preceding the next academic year. The approved budget is the "Budget". The Budget may be amended from time to time at the recommendation of either the Manager or the School and with the School's and Manager's written approval, which approval shall not be unreasonably withheld or denied.

7. Fees and Costs.

(a) **Continuing Fee.** The School shall pay a monthly management, consulting and operation fee (the "Continuing Fee") to the Manager in the amount of eighty-seven percent (87%) of Qualified Gross Revenues for students in grades kindergarten through 8 and ninety-five percent (95%) of the Qualified Gross Revenues for students in grades 9 through 12. In addition, the Parties acknowledge that the Sponsor shall retain twelve percent (12%) of Qualified Gross Revenues for students in grades kindergarten through 8 and four percent (4%) of Qualified Gross Revenues for students in grades 9 through 12, and the Board shall retain one percent (1%) of Qualified Gross Revenues. As used in this Agreement, "Qualified Gross Revenues" shall mean the revenue per student (as "student" is determined by ODE) per month received by the School from the State pursuant to Oregon law. Qualified Gross Revenues do not include student fees, charitable contributions, PTA/PTO income, and other miscellaneous revenue, which shall be retained by the School or PTA/PTO. The Continuing Fee shall be paid via electronic funds transfer within five (5) business days of receipt by the School of any Qualified Gross Revenues.

(b) **Grants and Other Financial Assistance - Application Support and Payment.** From time to time and with the prior approval of the School, whenever possible, the Manager may apply for grants, discount programs, and other financial assistance in the School's name to obtain additional funding, improvements, School assets, services, and programs for the School; aid the School in fulfilling the terms of the Charter Contract; or provide additional goods, services, and programs to the students. Such grants or other assistance may be on an advance funding or reimbursement basis. The School shall not unreasonably withhold or delay approval of any application, and shall be deemed to have approved any application submitted by the Manager to the School unless the School gives specific written objections to the Manager within ten (10) business days after the School's receipt of notice of such submission.

Within five (5) business days following the School's receipt of reimbursement funds from the applicable funding source and following presentation of an invoice to the School by the Manager, the entire amount of such funds shall be paid to the Manager via electronic funds transfer. In the case of advance funded grants or other financial assistance, the School shall pay the Manager for the additional goods, services, and programs within five (5) business days following presentation of an invoice to the extent such additional goods, services, and programs have been provided or acquired. The School shall cooperate with the Manager to establish any necessary accounts, authorizations and procedures so that the School can automatically transfer the applicable funding to the Manager as soon as the funds are available in the School's accounts.

The School shall cooperate with the Manager to establish accounts and procedures for grant funding.

(c) **Payment of Board-Employed Personnel.** Notwithstanding the foregoing, prior to paying the Continuing Fee, the Board may retain the agreed upon amount of funds necessary to pay the actual salaries and benefits of the Board-employed personnel supporting the School.

(d) Annual Reconciliation. The Continuing Fee shall be subject to an annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Manager with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to the School, the School shall make payment to Manager within five (5) business days after receiving an invoice from Manager for such amount Manager was underpaid. If the review results in a finding that the School owes money to the State, the School will work with the Manager to initiate an appeal of the State's determination in accordance with applicable provision. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Manager and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Manager agrees to contribute the amount overpaid to Manager.

(e) Payment of Costs. Except as otherwise provided in this Agreement, the Manager shall pay all costs incurred in providing the Model at the School. Such costs include, but are not limited to:

- compensation of all personnel employed by Manager;
- curriculum materials and textbooks;
- technology and other equipment such as computers, monitors and computer peripherals (excluding School-titled equipment);
- supplies;
- payments for the Administrative Facility;
- maintenance; and
- capital improvements required in providing the Model.

(f) School Funds.

(i) After the payment of the Continuing Fee, the School shall retain all remaining Qualified Gross Revenues into a bank account that the Board controls (the "Board Bank Account"). From the Board Bank Account, the School shall pay the fees and expenses it decides to reasonably incur including, without limitation:

- its Board operational expenses;
- its taxes, if any;
- its legal, insurance, accounting, auditing, and other professional fees;
- the cost of any annual audit by the Auditor of the State, or any special or independent audits; and
- the purchase price of equipment deemed necessary or appropriate by the School for School operations that are separate from the day-to-day operation of the School.

Any property purchased with funds from the Board Bank Account shall be titled in the name of School.

In the event there are insufficient funds in the Board Bank Account to pay the aforementioned fees and expenses during a school year, Manager shall pay such portion of the Board's fees and expenses out of its own funds. At the end of each school year, to the extent that the Board Bank Account contains funds greater than the reserve amount, School shall reimburse Manager for the amount that Manager paid on behalf of the Board during the school year.

(g) This Section 7 shall survive any expiration or termination of this Agreement until all payments earned prior to the date of such expiration or termination have been paid in full.

8. Personnel and Training.

(a) **School Administrators.** Subject to Sections 3 and 6 above, the Charter Contract and applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate its employees serving as lead school administrators assigned to the School to carry out management and management consulting services, and all other services provided under this Agreement. Except as specified in this Agreement or as required by the Charter Contract, the Head of School ("HOS") and any other lead administrator will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its potential employees and subcontractors to the extent required by applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide the School with documentary evidence of such background checks. Manager will share on a confidential basis (to the extent allowed by law) with the Board its performance reviews and assessments of the HOS. Manager will hold the HOS accountable for the success of the School. The School may, at its discretion, appoint a Director from the Board or a Board committee or a staff person hired by the Board to work with the Manager in the hiring process for the selection of the HOS, including being present during interviews. The Manager has final approval and authority to make a determination as to the appropriate HOS provided, however, the Manager shall reasonably consider the input of the School prior to hiring a HOS and, if the School is opposed to a candidate, the Manager shall reasonably explain why the candidate should be hired over the objections of the School. Manager assumes full responsibility and liability for benefits, salaries, worker's compensation, unemployment compensation, and liability insurance applicable to its employees.

(b) **Teachers and Support Staff.** Subject to Sections 3 and 6 above, the Charter Contract, and applicable laws and regulations, the Board, with the advice and recommendations of the Manager, will have the sole responsibility and authority to select, hire, evaluate, assign, discipline, supervise, manage and terminate its employees who will solely be instructional staff and support staff. The Board delegates to Manager the responsibility for proposing staffing levels and compensation, creating job postings, reviewing applications, selecting candidates for interviews, extending offer letters to final candidates, conducting reference checks and employment checks, and gathering criminal background checks and unprofessional conduct checks on Board's potential employees to the extent required by applicable laws and regulations. The Board and Manager shall mutually

agree on staffing levels and compensation regarding instructional staff and support staff, and such agreement shall not be unreasonably delayed or withheld. The Board, with advice and recommendations from the Manager, shall be responsible for arranging payments of and paying its employees; selecting, paying and administration of benefits; and all costs associated with employing its employees, which services may be conducted through a third-party professional employer organization, educational services district or such other organization that provides such services. Manager will advise the Board about management of instructional and support staff, drafting an employee handbook, and selecting and managing employee benefits. Instructional staff shall be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, and hold a valid teaching certificate issued by the ODE. Board and the Manager shall keep each other informed of all material actions and decisions relating to instructional and support staff on a regular basis.

(c) Intentionally Omitted.

(d) **Training.** The Manager shall train teachers in its methods, curriculum, program, and technology on a regular and continuous basis. Non-instructional personnel shall receive such training as the Manager deems reasonable and necessary under the circumstances.

(e) **Additional Programs.** The School and the Manager may mutually decide to provide programs in addition to the Model. Additionally, the Manager and its Affiliates may offer other educational services at the School Facility outside of school hours, provided the same do not interfere with the operation of the School.

9. Termination by the School. The School may, at its option, terminate this Agreement prior to its expiration upon the occurrence of any of the following events:

(a) The Charter Contract is terminated or is not renewed by the Sponsor, and no similar contract is obtained with the Sponsor or any other authorized sponsor, and such termination shall be effective on the termination or expiration date of the Charter Contract;

(b) The School fails to receive its State School Fund allocations, appropriations, or other funding contemplated by its Charter, and such termination shall be effective at the end of the then-current school year..

(c) The Manager materially fails to comply with a specific and material requirement of this Agreement and does not cure the failure within thirty (30) days of receiving written notice of the failure from the School. However, if the Manager determines that the failure cannot be reasonably cured within thirty (30) days, and the Manager promptly undertakes and continues efforts to cure the failure within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if the Manager's failure to comply with a specific and material requirement of this Agreement creates an imminent danger to the life of students, parents, or others, the failure must be cured immediately upon written notice from the School; or

(d) Termination shall be effective immediately upon notice if the Manager files for bankruptcy, has a bankruptcy suit filed against it that is not dismissed within ninety (90)

days, is insolvent, ceases its operations, fails to pay its debts when they become due, or has a receiver appointed for the benefit of its creditors.

Termination by School will not relieve the School of any obligations to pay Manager amounts accrued, pending or outstanding as of the date of termination or liability for financial damages suffered by Manager as a consequence of the School's breach (or of Manager's termination as a result thereof) of this Agreement.

10. Termination by the Manager. The Manager may, at its option, terminate this Agreement upon the occurrence of any of the following events:

(a) The School fails to make any payment of money due to the Manager within thirty (30) days of written notice from Manager to School that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity, and such termination shall be effective at the end of the then-current school year;

(b) The Manager suffers operating deficits related to the operation of this School for the academic year, provided that any notice of termination delivered by the Manager to the School after the School opens for the school year shall not be effective until the end of that school year;

(c) The School is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or the Charter Contract, and the default remains uncured for thirty (30) days after the School receives written notice from the Manager or Sponsor, as applicable, of the default, and such termination shall be effective at the end of the then-current school year. However, if the default cannot be reasonably cured within thirty (30) days, and the School promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if the School's default creates an imminent danger to the health, welfare or safety of students, parents or others, the failure must be cured immediately upon notice from the Manager, and Manager may terminate the Agreement effective immediately if not so cured; or

(d) Any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in funding shall be effective at the end of the then-current school year.

(e) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to materially increase the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable, provided that any notice of termination delivered by the Manager to the School after the School opens for the school year shall not be effective until the end of that school year.

(f) The Manager is not permitted, or ceases to be permitted, to employ the HOS; provided that any notice of termination delivered by the Manager to the School after the School opens for the school year shall not be effective until the end of that school year.

(g) Within sixty (60) days of termination or expiration of this Agreement for any reason whatsoever, Manager shall deliver to School all of School's property, which includes School's student records and other confidential and proprietary information that are in the possession or under the control of Manager in whatever stage of development and form of recordation such School property is expressed or embodied at that time. School shall also return to Manager all Manager property in its possession, including a good faith effort to recover and return to Manager staff laptops and related technology. School shall not be responsible or financially liable for the return of any student equipment and Manager shall make all arrangements for the return of such equipment.

11. Change in Applicable Law or Termination of Charter Contract.

(a) **Notice.** If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion enacted or issued after the date hereof could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement. That notice may be given at any time following enactment of such change in applicable law, whether or not such change is effective on the date of such enactment or on a later date.

(b) **Renegotiation.** Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after notice of renegotiation, then this Agreement will be terminated effective at the end of the academic year in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

(c) **Termination.** Manager may terminate this Agreement effective immediately upon written notice to School in the event Manager undergoes or is required to undergo a change that makes Manager, as determined in its sole judgment, financially unviable, provided that any notice of termination delivered by the Manager to the School after the School opens for the school year shall not be effective until the end of that school year.

(d) **Termination of Charter Contract.** This Agreement will terminate upon the School ceasing to be a party to a valid and binding Charter Contract, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) the School has entered into a subsequent Charter Contract, and (ii) this Agreement has not been terminated pursuant to another provision of this Agreement. Termination pursuant to this paragraph will not relieve the School of any obligations to pay Manager amounts accrued, pending or outstanding as of the date of termination.

12. Duties Upon Expiration or Termination

(a) Upon expiration or termination of this Agreement for any reason whatsoever, the School shall immediately pay to the Manager and Manager's Affiliates, as applicable, all amounts accrued, pending or outstanding to such person or entity and return to the Manager all materials purchased by the Manager pursuant to Section 3 above. Within sixty (60) days of termination or expiration of this Agreement, Manager shall return to the School all student educational records and all School-titled equipment and material (if any). Manager will make its team members reasonably available to answer questions to help School transition to self-management or a new management company. Notwithstanding the foregoing, in the event that the School closes for any reason, the Manager shall instead transmit the educational records of each student to the School's sponsoring school district or as otherwise required by law. This Section 12(a) shall survive any expiration or termination of this Agreement.

(b) **Survival.** The following provisions shall survive termination or expiration of this Agreement: Fees (to the extent they relate to amounts accrued for periods through the expiration or termination of this Agreement), Duties Upon Expiration or Termination, Transition Services; License, Proprietary Rights, Confidentiality and Non-Disclosure, Conversion Fee, Injunctive Relief/Dispute Resolution, Notices, Severability, Waiver and Delay, Governing Law and Jurisdiction, Indemnification, Limitations on Liability, Amendment and Cumulative Effect, Assertion of Claims, Counterparts, Construction, and any provision that, based on its nature, should survive.

(c) **Reservation of Rights.** Each Party shall have all rights and obligations arising out of any breach of this Agreement prior to such expiration or termination.

13. License. The Manager developed and owns proprietary rights to the Model and the Protected Materials, as defined in Section 14 below. The Manager hereby grants the School a limited revocable license to use the Model and the Protected Materials in connection with the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials and the Model. This Section 13 shall survive any expiration or termination of this Agreement.

14. Proprietary Rights. The copyrights and intellectual property rights for all methods documents, curricula and materials developed by the Manager prior to and during the course of operating the School (collectively, the "Protected Materials") shall be the sole and exclusive property of the Manager. The School shall not have any right to any of the same either as a "Work Made for Hire" (as such are defined under the U.S. and international copyright laws) or otherwise. The Manager shall exclusively own all United States and international copyrights, trademarks, patents and all other intellectual property rights in the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted under Section 13 without the prior written consent of the Manager. Proprietary Rights do not include the name "Virtual Preparatory Academy of Oregon" and do not include student records which shall at all times remain the property of the School or as otherwise required by law.

The School acknowledges that Manager owns the intellectual property rights and interests to the name "ACCEL™" (such name being a trademark of Manager). The School acknowledges and agrees that

it has no intellectual or property interest or claims in the name and has no right to use the name unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the Administrative Facility, including under the name of the School, describing the services provided by Manager or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.

Immediately upon expiration or termination of this Agreement or upon the Manager's earlier request, the School shall deliver all originals and copies of the Protected Materials (regardless of the media on which they are stored) to the Manager, and shall delete all Protected Materials from all databases and storage media maintained by the School. This Section 14 shall survive any expiration or termination of this Agreement.

15. Relationship of the Parties.

(a) Independent Contractors. The Parties acknowledge that their relationship is that of each Party being independent contractors. No employee, consultant or compensated individual of either Party shall be deemed an employee, consultant, or compensated individual of the other Party. Nothing contained herein shall be construed to create a partnership or joint venture between the Parties

(b) Board Meetings. Manager shall use commercially reasonable efforts to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use reasonable efforts to schedule any regular, special or emergency Board meeting so that Manager has the opportunity to attend the same. The School shall provide Manager with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings.

(c) No Related Parties or Common Control. Manager will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Manager will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Manager will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "Internal Revenue Code"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.

16. Confidentiality and Non-Disclosure. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether

transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any Affiliates (the "Disclosing Party") or received through association with the Disclosing Party (collectively, "Confidential Information"), whether the Confidential Information was received before or after this Agreement. Confidential Information does not include information a Party receives (the "Receiving Party") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information; (iv) or is otherwise considered a public record that is not exempt from disclosure under applicable state or federal law. Student records shall be considered confidential information and Manager shall take all steps necessary and appropriate to preserve the confidentiality of such records. Manager, as appropriate under the circumstances, shall be considered a School Official for purposes of FERPA.

The Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

17. Conversion Fee. During the Term and six (6) months thereafter, if the Board employs or uses the services of any current or former consultant or employee of Manager or its Affiliate as an employee, contractor or otherwise, directly or indirectly, the Board shall pay to Manager an amount equal to (a) thirty-three percent (33%) of the person's compensation during their first year with the Board if the person is or was an administrator for Manager or its Affiliate, and (b) five thousand dollars (\$5,000) if the person is or was a teacher for Manager or its Affiliate.

18. Injunctive Relief and Dispute Resolution.

(a) **Injunctive Relief.** The School acknowledges that the covenants set forth in Sections "License", "Proprietary Rights", "Confidentiality and Non-Disclosure" and "Conversion Fee" above are reasonable in scope and content and necessary to protect the Parties and their business interests. Each Party understands and agrees that the breach or threatened breach of Sections "License", "Proprietary Rights", "Confidentiality and Non-Disclosure" or

“Conversion Fee” of this Agreement would give rise to the other Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other remedies which may be available in law or equity.

(b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board’s president and Manager’s Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:

- (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
- (ii) the relevant dispute is not resolved within the time periods provided herein.

(c) Arbitration. Subject to the provisions of Sections 18(a) and 18(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by binding, confidential arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The Parties agree that an arbitration award ("Underlying Award") may be appealed pursuant to JAMS's Optional Arbitration Appeal Procedure ("Appeal Procedure") which the Parties adopt as it exists on the effective date of this Agreement; that the Underlying Award shall, at a minimum, be a reasoned award; and that the Underlying Award shall not be considered final until after the time for filing a notice of appeal pursuant to the Appeal Procedure has expired. Appeals must be initiated within thirty (30) days of receipt of an Underlying Award, as defined by JAMS, by filing a Notice of Appeal with the arbitrator. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§1-16, and judgment upon the award rendered by the arbitration panel or, if applicable, a decision rendered under the Appeal Procedure, may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses described in the “Limitations of Liability” Section and each Party expressly waives and foregoes any right to the damages or losses.

(d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 18(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.

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

This Section 18 shall survive any expiration or termination of this Agreement. Actions for money damages may be brought without terminating this Agreement.

19. Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. Any notice permitted or required by this Agreement shall be in writing sent via any of the following methods and shall be deemed to have been duly given or made the third day after mailing, if sent by registered or certified mail, postage prepaid, return receipt requested; upon delivery, if sent by hand delivery with written confirmation; upon delivery, if sent by nationally recognized overnight carrier, with a record of delivery; or the day it is sent, if sent by electronic mail on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours, to the other Party when addressed as follows:

If to Manager, to: Accel Online West LLC
Attn: Chief Operating Officer
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

With a copy to: Accel Schools LLC
Attn: General Counsel
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

And legal@pansophiclearning.com

If to School, to: Board President
VPA of Oregon
Use address of Administrative Facility (not yet determined as of
Agreement execution date)

Facsimile:

With a copy to: Before January 1, 2023
Jordan Ramis, P.C.
Attn: Matthew D. Lowe
2 Centerpointe Drive, 6th Floor
Lake Oswego, Oregon 97035
matthew.lowe@jordanramis.com

After January 1, 2023
Jordan Ramis, P.C.
Attn: Matthew D. Lowe

1211 SW 5th Ave, Suite 2700
Portland, Oregon 97204
matthew.lowe@jordanramis.com

20. Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.

21. Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.

22. Governing Law and Jurisdiction. This Agreement shall be governed by and construed in accordance with the laws of the state of Oregon without regard to conflict of law principles. Jurisdiction and venue are proper in the county in which the Administrative Facility is situated.

23. Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization, and may without the consent of the School delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any affiliate, independent contractors, experts or professional advisors.

24. Independent Activity. The Parties understand that Manager's business is to operate and manage schools in multiple states. As such, the Parties agree that Manager and its Affiliates may operate and manage other, including charter schools, in multiple states including the State.

25. Representations and Warranties.

(a) Mutual Representations and Warranties. Each Party hereby represents and warrants to the other Party as follows:

(i) The Party is duly organized, validly existing, and in good standing under the laws of the state of Delaware (as to Manager) and the State (as to School). It has the

authority to carry on its business as now being conducted and has the authority to execute, deliver, and perform this Agreement.

(ii) The Party has taken all actions necessary to authorize the execution, delivery, and performance of this Agreement. This Agreement is a valid and binding obligation of the Party enforceable against it in accordance with its terms, except as may be limited by federal and State laws affecting the rights of creditors generally, and except as may be limited by legal or equitable remedies.

(iii) The Party has made, obtained, and performed all registrations, filings, approvals, authorizations, consents, licenses, or examinations required by any government or governmental authority, domestic or foreign, in order to execute, deliver and perform its obligations under this Agreement.

(iv) There are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined would have a material adverse effect on its ability to perform its obligations under this Agreement.

(b) School's Representations and Warranties. School further represents and warrants to Manager that:

(i) The School has authority under the Oregon Revised Code, and other applicable laws and regulations to contract with a private entity to perform the services under this Agreement and to incur the obligations provided for herein;

(ii) The School will adopt any and all further resolutions or expenditure approvals required for the execution of this Agreement, provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School and it has sufficient funds in the approved Budget to pay for such expenditures;

(iii) The School is not in breach of the terms of the Charter Contract; and

(iv) The School shall not, after the Effective Date, incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangement without the prior written consent of the Manager.

(c) Manager's Representations and Warranties.

(i) Manager has the skill and knowledge possessed by well-informed members of its trade or profession and Manager will apply that skill and knowledge with care and diligence so Manager and Manager's employees and any authorized subcontractors perform the services described in this Agreement in accordance with commercially reasonable standards of the industry or business most closely involved in providing the services that Manager is providing to School pursuant to this Agreement.

(ii) To the best of Manager's knowledge, Manager is not in violation of, charged with nor under any investigation with respect to violation of, any provision of any federal, state or local law, ordinance or regulation or any other requirement or order of any governmental or regulatory body or court or arbitrator applicable to provision of the services, and Manager's obligation of the services will not violate any such law, ordinance, regulation or order.

(d) THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.

26. Indemnification of the Parties.

(a) **Indemnification of Manager.** To the extent permitted by State law, the School will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, "Representatives") harmless against any and all third-party penalties, claims, demands, suits or other forms of liability (any of which are a "Claim") (including reasonable attorney's fees and costs) that may arise out of, or by reason of, (i) any wrongdoing, misconduct or negligence by the School or its Representatives; (ii) noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; (iii) any misrepresentations of the School contained in or made pursuant to this Agreement; (iv) any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and (v) any violation by them of State or federal law. In addition, the School will reimburse Manager, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. Further, the Parties acknowledge and agree that Manager and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date, including, but not limited to, management of the School by any third parties. This indemnification obligation shall survive the termination or expiration of this Agreement.

(b) **Indemnification of School.** Manager will indemnify, defend and save and hold the School and its Representatives harmless against any and all third-party Claim (including reasonable attorney's fees and costs) that may arise out of, or by reason of, (i) any wrongdoing, misconduct, or negligence of Manager, its agents, employees or assigns or noncompliance by Manager with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement; (ii) noncompliance by any of them with any agreements, covenants, or undertakings of the Manager contained in or made pursuant to this Agreement; (iii) any misrepresentation of Manager contained in or made pursuant to this Agreement; (iv) any action or omission by the Manager or its representatives that results in injury, death or loss to person or property; and (v) any violation by them of State or federal law. In addition, Manager will reimburse

the School for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.

(c) Defense. A Party seeking indemnification under this Section 26 (the "Indemnitee") shall give notice to the indemnifying Party (the "Indemnitor") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee's consent which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this Section 26. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval which approval shall not be unreasonably withheld, conditioned or delayed. If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and at Indemnitee's expense. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgment regarding same if such settlement, final order or judgment includes an admission of wrongdoing in Indemnitee's or its Affiliate's name unless Indemnitee or its Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitee under this Section 26, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

27. Limitations on Liability.

(a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third-party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Manager.

(b) MAXIMUM OBLIGATION. EXCEPT AS TO THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT TO MANAGER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.

(c) ECONOMIC DAMAGES. EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS,

DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

(d) REASONABLENESS. NEITHER OCCASIONAL, SHORT TERM INTERRUPTIONS OF SERVICE WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.

28. Force Majeure. In the event that either Party shall be delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of a like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse the School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.

29. Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the Board and signed by both the President or other authorized officer of the School and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.

30. Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the "Fees" Section of this Agreement.

31. Counterparts. This Agreement may be executed in several counterparts, with each counterpart deemed to be an original document and with all counterparts deemed to be one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.

32. Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.

33. Records Maintenance and Access. Manager shall maintain all financial records and other records relating to its performance under this Agreement in accordance with generally accepted accounting principles and in such a manner as to clearly document Manager's performance. Manager acknowledges and agrees that School, the Oregon Secretary of State, the Oregon Department of Education, the federal government, and their duly authorized representatives will have reasonable access, at their own cost and expense and only following reasonable notice to Manager, to such records, in paper or electronic form, and to related systems and tools (including hardware and software), to perform examinations and audits and make excerpts and transcripts, including forensic data. Manager shall retain and keep accessible all such records for a minimum of six (6) years, or such longer period as may be required by applicable law, following termination of this Agreement, or until the conclusion of any audit, controversy, or litigation arising out of or related to this Agreement, whichever date is later.

34. Compliance with Applicable Law.

- (a) **Compliance with Law Generally.** The Parties shall comply with all federal, state, and local laws, regulations, executive orders, and ordinances applicable to their obligations under this Agreement. Without limiting the generality of the foregoing, the Parties expressly agrees to comply with the following laws, regulations and executive orders to the extent they are applicable to respective obligations under this Agreement: (i) Titles VI and VII of the Civil Rights Act of 1964, as amended; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973, as amended; (iii) the Americans with Disabilities Act of 1990, as amended; (iv) Executive Order 11246, as amended; (v) the Health Insurance Portability and Accountability Act of 1996 (HIPAA), as amended by the American Recovery and Reinvestment Act of 2009 (ARRA); (vi) the Age Discrimination in Employment Act of 1967, as amended, and the Age Discrimination Act of 1975, as amended; (vii) the Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended; (viii) ORS Chapter 659, as amended; (ix) all regulations and administrative rules established pursuant to the foregoing laws; and (x) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations. These laws, regulations and executive orders are incorporated by reference herein to the extent that they are applicable to this Agreement and required by law to be so incorporated. Manager shall also comply with the obligations of contractors under ORS 279B.220, 279B.230 and 279B.235, which are incorporated by reference herein.
- (b) **Tax Compliance.** Each Party certifies that it has complied with the tax laws of the State and the applicable tax laws of any political subdivision of the State. Each Party shall, throughout the duration of this Agreement and any extensions, comply with all tax laws of the State and all applicable tax laws of any political subdivision of the State. For the purposes of this section, "tax laws" includes: (i) All tax laws of the State, including but not limited to ORS 305.620 and ORS chapters 316, 317,

and 318; (ii) Any tax provisions imposed by a political subdivision of the State that applied to each Party, to a Party's property, operations, receipts, or income, or to Manager's performance of or compensation for any Services performed by Manager; (iii) Any tax provisions imposed by a political subdivision of this state that applied to Manager, or to goods, services, or property, whether tangible or intangible, provided by Manager; and (iv) Any rules, regulations, charter provisions, or ordinances that implemented or enforced any of the foregoing tax laws or provisions.

- (c) **FERPA.** The Parties acknowledge and agree that under Oregon law and 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA") including any regulations promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity, and confidentiality of "education records", as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The Parties shall also maintain student records in accordance with any other applicable state, local and federal laws.
- (d) **Changes in Law Affecting Performance.** Each Party hereby agrees to immediately provide notice to the other of any change in law, or any other legal development, which may significantly affect its ability to perform its obligations in accordance with the provisions of this Agreement. Each Party shall monitor changes in federal and state laws, ordinances, and regulations applicable to its performance hereunder, and will be deemed aware of such changes within thirty (30) calendar days of the enactment of any such change.

35. Integration, Entire Agreement, and Third-Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by the Assignment sections of this Agreement, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, Affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.

IN WITNESS WHEREOF, the Parties hereto have set their hands by and through their duly authorized officers as of the date first above written.

SCHOOL

Virtual Preparatory Academy of Oregon

By: Joan Marie Peterson

Print Name: Joan Marie Peterson

Its: President

MANAGER

Accel Online West LLC

DocuSigned by:
E Ronald Packard

Print Name: Ronald Packard

Its: CEO

MANAGEMENT AGREEMENT

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

RECITALS

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

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

Whereas, the School and the Manager (individually, a "**Party**" and collectively, the "**Parties**") desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive educational program and management principles.

NOW THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

ARTICLE I. EDUCATIONAL SERVICES, ADMINISTRATIVE SERVICES AND TECHNOLOGY SERVICES

1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational services (the "**Educational Services**"):
 - (i) Curriculum. Implementation of educational programs designed to achieve the goals set forth in the Charter Contract (the "**Educational Program**"). In the event Manager determines it is necessary to materially modify the Educational Program, Manager shall inform the School of any such proposed material changes and obtain School approval, and if required under the Charter Contract, approval of the Authorizer (it being agreed that the School shall cooperate in obtaining such approval).
 - (ii) Instruction. Oversight and coordination of the services to be provided by instructional and administrative personnel, including the Head of School ("**HOS**") and the rest of the School's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.

- (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, curriculum, software and multi-media teaching tools.
- (iv) AMP. Pursuant to ARTICLE VIII below, access to its learning ecosystem, called the Accel Management Platform (“**AMP**”), which provides an integrated system for education and school operation. It includes integration of rigorous and research-based online courses and functions as a powerful learning management system; a comprehensive student information system and reporting system; a live Webinar tool; a balanced student assessment system; and instructional data integration and presentation tools. AMP is a single sign-on experience that hosts synchronous and asynchronous lessons allowing for student-centered learning. AMP is capable of providing real-time progress monitoring, and can allow teachers instantaneous access to standards-aligned and performance-based data about each student. Using AMP, teachers can better identify students who need small group or one-on-one instructional support.
- (v) English Language Learners (ELL). Implementation of curricular components designed to meet the needs of ELL as required by State and federal law. All ELL in the School will have an Individualized Education Plan (IEP) which will be implemented with fidelity by all teachers and staff who work with each ELL student. The IEP will detail strategies, instructional and assessment accommodations, modifications, goals for the ELL student, and results on the State and local assessment data. The IEP will be updated annually or earlier if needed to reflect the ELL student’s language proficiency growth. The ELL program supports a variety of first languages.
- (vi) Students with Special Needs. In serving students with disabilities, assistance in enabling School to comply with all applicable State and federal laws including, but not limited to, Section 504 of the Rehabilitation Act (“Section 504”), the Americans with Disabilities Act (“ADA”), and the Individuals with Disabilities Education Act (“IDEA”). Manager will provide or cause to be provided a continuum of special education services and range of placements to better enable the School to provide a free appropriate public education (“FAPE”) in the least restrictive environment (“LRE”). Itinerant, supplementary or full-time special education support will be provided via the telephone, Internet, live sessions, or in person in accordance with the student’s IEP. Manager will provide a comprehensive program using alternative curriculum for qualified students. Related services (for example, occupational or physical therapy, counseling,) will be provided face-to-face, via computer, in homes, community sites, and/or therapist offices, depending on the needs of each individual student and as provided in the student’s IEP.
- (vii) Gifted Students. Teachers to work closely with the parent/guardian and the curriculum team to promote a steady flow of enrichment activities for students working above grade level. Virtual gifted education enables students to work significantly above grade level without the restraints of traditional school classroom pacing. Advanced Placement courses are

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

- (viii) Student Services. Staffing of a Student Services team that endeavors to empower students to overcome academic, social, emotional, mental health or other challenges to ensure students are successful in school and in their community. This approach is designed to be holistic, including, where appropriate, early intervention, social development, support services, and linking families to School and community resources. Student Services team members and teachers endeavor to work together with students' families to provide students with wrap-around support to promote student motivation and timely graduation.
- (ix) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extracurricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
- (b) Additional Educational Services. Any other services required under federal or state law, under the Charter Contract and/or by the [Florida Department of Education (the "FLDOE") and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed between Manager and the School from time to time. Manager will provide the Educational Services in accordance with the Educational Program, goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Charter Contract.
- (c) Budget Limitation. Manager will be responsible and accountable to the School for the provision of the Educational Services, provided, however, that such obligations, duties and responsibilities are limited by the Budget established pursuant to Section 1.2(a)(iv) below. Therefore, notwithstanding anything to the contrary set forth in Section 1.1(a) or (b) above, Manager shall have no obligation to perform any Educational Services not contemplated by the Budget and will not be required to expend funds on Educational Services in excess of the amounts set forth in such Budget.

1.2 Administrative Services.

- (a) During the Term, Manager will provide to the School the following administrative services (the "**Administrative Services**"):
 - (i) Personnel Management. Management and professional development of all personnel providing Educational Services and Administrative Services in accordance with ARTICLE VI below.
 - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the School.
 - (iii) Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.
 - (iv) Budgeting and Financial Reporting. Provision of budgeting and financial reporting services in accordance with the below:

- (A) The Manager will prepare a proposed annual budget in a mutually agreeable format by June 1st of the immediately preceding fiscal year and will be subject to the approval of the School which shall not be unreasonably withheld or delayed and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The approved budget is the "**Budget**". There shall be no changes to the Budget except to the extent the Parties agree in writing. The Manager shall be responsible for preparing other financial statements as required by and in compliance with the Charter Contract, and applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the School to perform annual audits of the School's financial statements. The School shall be responsible for the costs of the audit which will be provided for in the Budget.
- (B) The Manager will provide the School with monthly financial forecasts and analysis reports (Forecasted P&L / Cash Balances) and all other support as needed. The Manager will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; and support for all State reporting requirements. The Manager will prepare a five-year financial plan.
- (C) On behalf of the School, the Manager is responsible for preparing (i) such other reports on the finances and operation of the School as reasonably requested or required by the FLDOE the School or the Authorizer, if necessary, to cause compliance with the terms of the Charter Contract (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
- (D) The Manager will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the School to monitor Manager's performance under this Agreement and related agreements including the effectiveness and efficiency of its operations at the School.
- (E) On behalf of the School, the Manager will maintain accurate financial records pertaining to its operation of the School, together with all School financial records, and retain all such records for a period of five (5) years (or longer if required by applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by the Manager pertaining to the School and prepared as an Administrative Service hereunder will be available to the School, and upon the written request of the School, to the Authorizer, the Auditor of State, the FLDOE, the United States Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that Manager will endeavor to make such copies available within thirty (30) business days of request.

- (F) If School is not able to fully pay the Service Fees or any bills when due, then the School shall (i) work with Manager to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) obtain Manager's written consent prior to incurring costs, expenses, or other liabilities not contemplated under the Budget greater than ten thousand dollars (\$10,000) individually or in the aggregate.
- (G) School's Right to Audit. The School may conduct or appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School. Any such audit shall be conducted by the School in a manner so as to minimize disruption to the Manager's operation of the School.
- (v) Maintenance of Student and Other Records. Maintenance of other records as set forth below:
 - (A) Manager will maintain records pertaining to the students enrolled at the School as is required and in the manner provided by the Charter Contract and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Manager, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of student records as required by law and the Charter Contract.
 - (B) Manager will maintain employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Charter Contract, and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Manager, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time the records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of the records (it being understood that the employment, business, and other records are and shall be at all times the property of the School, provided, for the avoidance of doubt, that records of the Manager and its Affiliates (as defined in section 3.7 below) pertaining to their existence and operation (including, without limitation, records maintained by Manager and its Affiliates in respect of its employees) are the sole and exclusive property of the Manager. Manager and the School will maintain the proper confidentiality of such records as required by law and the Charter Contract.
 - (C) The financial, educational and student records pertaining to the School are subject to the applicable provisions of State and federal law. The School recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99

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

- (D) Manager shall provide such other information, including written reports, as reasonably requested by the School.
- (vi) Admissions. Implementation of the School’s admission policy in accordance with the Charter Contract, and applicable laws and regulations.
- (vii) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the School, and applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School’s duties and obligations under applicable laws and regulations.
- (viii) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Charter Contract, and applicable laws and regulations, a report detailing (A) the School’s students’ academic performance, (B) Manager’s performance of the Educational Services and Administrative Services against mutually acceptable criteria, and (C) such other metrics of performance reasonably requested by the School.
- (ix) Rules and Procedures. Recommend rules and procedures applicable to the School, its students, and staff, if applicable, and enforce such rules and procedures adopted by the School that do not conflict with or violate this Agreement, the Charter Contract, or applicable laws and regulations.
- (x) Student Recruitment. Recruit students, subject to agreement on general recruitment and admission policies, to the extent budgeted for in the Budget or as otherwise approved by the School. Students shall be selected in compliance with the procedures set forth in the Charter Contract and State and federal laws.
- (xi) Facility Management. Manager will coordinate all Administrative Facility (as defined in Section 1.4 below) cleaning services, proposed alterations, plans for future development, security planning and related contractor services.
- (xii) Additional Administrative Services. Any other services reasonably necessary for the effective administration of the School as agreed to from time to time by Manager and the School.

- (A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Charter Contract, and local, State and federal laws and applicable regulations and policies.
 - (B) Subject to this Agreement, the Charter Contract, and applicable laws and regulations, Manager may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Manager supplies the School with written notice of material modifications.
 - (b) Manager will be responsible and accountable to the School for the provision of the Administrative Services to the extent provided for in the Budget established in Section 1.2(a)(iv) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Administrative Services not contemplated by the Budget as may be amended by the School, and will not be required to expend its own funds on Administrative Services in excess of the amounts set forth in such Budget.
- 1.3 Technology Consulting Services. Manager will provide the following technology consulting services and products (the “**Technology Consulting Services**”):
- (a) During the Term, Manager or its Affiliates (as defined in section 3.7 below) will provide oversight of the technology services referenced in Article IV below.
 - (b) Manager charges fees for the provision of Computer Equipment as set forth in Article IV below.
 - (c) Manager will be responsible and accountable to the School for the provision of the Technology Consulting Services, provided that such obligations, duties and responsibilities are limited by the Budget established in Section 1.2(a)(iv) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Technology Consulting Services not contemplated by the Budget and will not be required to expend funds on Technology Consulting Services in excess of the amounts set forth in such Budget.
- 1.4 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable office space in Osceola County, Florida (the “**Administrative Facility**”) to perform all services described in this Agreement. Manager may provide other services elsewhere, unless prohibited by the Charter Contract, or applicable laws and regulations.
- 1.5 Authority. By this Agreement, the School provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations.

ARTICLE II. TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2022 (the “**Start Date**”) and shall continue thereafter through June 30, 2027 (the “**Initial Term**”) provided that if the term then remaining under the Charter Contract is less than five (5) years, that Initial Term shall be coterminous with the term of the Charter Contract unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute.
- 2.2 Renewal. Upon the conclusion of the Initial Term and each Renewal Term (defined hereinafter) thereafter, this Agreement will automatically extend for successive additional periods of ten (10) years (each such period is a “**Renewal Term**”) provided that if, at the time of any renewal, the term then remaining under the Charter Contract is less than ten (10) years, that Renewal Term shall be coterminous with the term of the Charter Contract unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before expiration of the then-current Term (defined hereinafter), in which case, this Agreement shall terminate effective as of such expiration; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “**Term.**”
- 2.3 Authorizer or Charter Contract Change. In the event the Authorizer and/or the Charter Contract changes, this Agreement shall automatically survive and be performed in accordance with the Charter Contract, these terms and conditions and applicable law unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein. Notwithstanding the foregoing, if any change to the Charter Contract has a material adverse effect on Manager’s ability to deliver services, upon written notice to the other Party, Manager or School may request renegotiation of this Agreement. Request for renegotiation may be given any time following notice of the change whether or not the change is effective on the date of notice or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice of renegotiation was given unless earlier termination is necessary to protect the health, welfare or safety of students.

ARTICLE III. RELATIONSHIP OF THE PARTIES

- 3.1 Status of the Parties. Manager is not a division or any part of the School. The School is a separate and distinct legal entity authorized under State law and is not a division or a part of Manager. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create

a partnership or joint venture by or between the School and Manager or to make one the agent or fiduciary of the other. Neither the School nor Manager will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the School nor Manager has, and neither will represent that it has, the power to bind or legally obligate the other. No employee of Manager will be considered an employee of the School by either Party for any purpose whatsoever.

- 3.2 Independent Contractor. Manager is an independent contractor. As the employer of employees it places to work for or at the School, Manager is responsible for the accurate and timely processing of payroll and withholding, submission of all applicable federal and state employment taxes and retirement contributions, securing and maintaining applicable insurance, and reporting to the appropriate authorities.
- 3.3 Oversight of Manager. The Board shall be responsible for monitoring Manager's performance under, and compliance with, the terms of this Agreement in accordance with applicable law. Accordingly, the Board shall be responsible for overseeing the School's quality, and operational and financial performance, and also for working with the Authorizer as required. Manager shall reasonably cooperate with School's monitoring and oversight.
- 3.4 School-Related Correspondences. The Board shall provide Manager with all reports, documents and other findings that are related to or may have an impact on the School, the Authorizer and/or Manager's obligations herein. School-related correspondence includes, but it not limited to, adopted Board minutes, resolutions and Board reports, State audit preliminary and final reports, Authorizer reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.
- 3.5 Manager Attendance at Board Meetings and Board Member Payment. Manager shall use commercially reasonable efforts to cause its personnel to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use commercially reasonable efforts to schedule any regular, special or emergency Board meeting so that Manager has the opportunity to attend the same. The Board shall provide Manager with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings. If School is not able to fully pay reimbursable costs when due, Board members shall not receive payment for attending board meetings.
- 3.6 No Related Parties or Common Control. Manager will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the

Board. None of the voting power of the Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Manager will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Manager will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "**Internal Revenue Code**"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.

- 3.7 Other Schools. The School acknowledges that Manager will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.8 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of the products and services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager. "**Affiliate**" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through ownership of voting securities, by contract interest or otherwise.

ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Services and Computer Equipment.
 - (a) Service Fees. The School will pay to Manager fees for services as set forth in the attached Fee Schedule (the "**Service Fees**"). Service Fees expressed as a percent means the designated percent of federal, State and local funds the School receives, directly or indirectly, for the particular students enrolled in the School pursuant and subject to applicable law and regulations. The Service Fees calculation shall not include free and reduced lunch revenues, charitable contributions, transportation funding, or proceeds from fundraisers ("**Non-Qualified Gross Revenue**") which shall be retained entirely by the School. Consideration referenced in this section shall not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in any other agreement between the Parties.
 - (b) AMP Fee. The School will pay to Manager fees for AMP as set forth in a separate price list. Manager may modify the fees from time to time, but no more than once per fiscal year.
 - (c) Computer Equipment Fee. The School will pay to Manager fees for Computer Equipment as set forth in a separate price list. Manager may modify the fees from time to time, but no more than once per fiscal year.
 - (d) Technology Services Fee. The School will pay to Manager fees for Technology Services as set forth in a separate price list. Manager may modify the fees from time to time , but no more than once per fiscal year.

- (e) Reasonable Compensation. The fees charged under this Agreement are reasonable compensation for products and services rendered. Manager's compensation for products and services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
 - (f) Annual Reconciliation. The Service Fees shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Manager with a copy of the written notice promptly upon receipt of same (and in any case, within three (3) business days). If the review results in a finding that additional funding is owed to the School, the School shall make payment to Manager within five (5) business days after receiving an invoice for such amount. If the review results in a finding that the School owes money to the State, the School will work with the Manager to initiate an appeal of the State's determination. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Manager and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Manager agrees to contribute the amount overpaid to Manager and the School shall contribute the amount retained by the School.
- 4.2 Payment of Costs. If Manager incurs any costs (directly or charged by service providers, vendors or other third parties) to deliver services pursuant to this Agreement, the School will reimburse Manager for such costs which may include, but are not limited to, mortgage, rent and/or lease payments (including costs pursuant to any equipment lease (but not Furniture and Equipment Lease referenced in Section 4.4 below or Administrative Facility lease that the Parties may enter into), Administrative Facility maintenance and utility costs, salaries of Manager's employees assigned to the staff of the School, Authorizer fee, costs related to curriculum, instructional materials, textbooks, computers, software, supplies, special education and psychological services. Except as may be provided in any equipment lease or Administrative Facility lease that is the subject of this Section 4.2, in charging for such costs to the School and paying for such costs, Manager will not charge an added fee unless such fee is approved in advance by the School.
- 4.3 New School Startup Line of Credit Loan Agreement and Promissory Note. Prior to or simultaneously with executing this Agreement, a school enrolling students for the first time ("**New School**") shall enter into a startup Line of Credit Loan Agreement and Promissory Note in the form attached hereto as Exhibit A for costs associated with opening a new school or as otherwise approved by lender thereunder.

4.4 Time and Priority of Payments.

- (a) Each installment of the Service Fees will be due and payable by the School upon receipt of invoice and delinquent if not paid within thirty (30) days thereafter.
- (b) Manager will notify the School of any payments due and owing to Manager pursuant to Section 4.2 above as soon as possible after the end of each month. School will make such payments to Manager upon receipt of invoice and be delinquent if not paid within thirty (30) days thereafter.
- (c) New School shall pay amounts due under the Line of Credit Loan Agreement and Promissory Note as required by the Line of Credit Loan Agreement and Promissory Note.
- (d) The School will satisfy its payment obligations under this ARTICLE IV to Manager in the following order of priority: (i) payments due and owing for salaries, benefits and associated administration costs of employees performing the services contemplated hereunder; (ii) payments due and owing under the Line of Credit Loan Agreement and Promissory Note referenced in Section 4.3 above; (iii) payments due and owing under Section 4.2 above for rent pursuant to Administrative Facility lease; (iv) payments due and owing under Section 4.2 above for Authorizer fee; (v) all other payments due and owing under Sections 4.2 and 4.4 above, with the oldest amounts due first; and (vi) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.

4.5 Payment Options.

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

4.6 Interest Rate and Fee Carryovers.

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

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

- (b) There will be no limits to what indebtedness or fees owed to Manager may be carried over from year to year unless expressly provided otherwise in this Agreement.

ARTICLE V. SUPPLEMENTAL PROGRAMS

In addition to the Educational Services, Administrative Services and Technology Consulting Services provided by Manager to the School, the Parties may agree that Manager will provide additional services, terms of which shall be determined on a case-by-case basis, which may benefit the School by increasing its exposure in the community including, but not limited to, pre-kindergarten, summer school, academic camps, before and after school programs, vocational training, and latch-key programs to students and non-students of the School (the “**Supplemental Programs**”), provided that nothing herein shall require Manager to provide any such Supplemental Programs. If either Party proposes a Supplement Program, the Parties shall consider the same in good faith and, if the same be agreeable to both Parties, work cooperatively with each other to facilitate the Supplement Program’s development and implementation.

ARTICLE VI. PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Charter Contract, and applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, Administrative Services, Technology Consulting Services, Supplemental Programs (if any) and all other services provided under this Agreement.
- (b) Except as specified in this Agreement or as required by the Charter Contract, the HOS, teachers and support staff selected by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required by applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide the School with documentary evidence of such background checks. Manager will share on a confidential basis with the School its performance reviews and assessment of the HOS.
- (c) School shall not pay a bonus or other form of compensation to any employee or subcontractor of Manager or its Affiliates without advance consultation with and written approval from Manager.

- 6.2 Head of School. The HOS will be an employee of Manager and Manager will determine the employment terms of the HOS. Manager will have the authority, consistent with applicable laws and regulations, to select, supervise and terminate the HOS and to hold the HOS accountable for the success of the School. Manager will present the Board with candidates for the HOS position. The Board shall review the candidates' qualifications and make the final decision as to which shall be the HOS.
- 6.3 Teachers. Manager will provide to the School such teachers as are required to provide the Educational Services and Supplemental Programs (if any). Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, hold a valid teaching certificate issued by the FLDOE. Further, to the extent required by applicable laws and regulations, such teachers shall have undergone a criminal background check and unprofessional conduct check as if such teachers were employees of the School. Upon request, Manager shall provide the School with documentary evidence of its compliance with this Section 6.3. Manager shall keep the School informed of all material actions and decisions relating to teaching staff on a regular basis.
- 6.4 Support Staff. Manager will provide the School with such support staff as are required to provide the Educational Services, Administrative Services and Supplemental Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers and maintenance personnel. Support staff may work at the School on a full or part time basis.
- 6.5 Training. Manager will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. The training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Manager determines to be reasonable and necessary under the circumstances.
- 6.6 Non-Solicitation/Non-Hiring.
- (a) During the Term and one (1) year thereafter, each Party, unless otherwise agreed in writing, may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.

- (b) Unpermitted Solicitation/Hiring Remedies. If a Party breaches the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer, and seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period of time referenced above will be extended by the amount of time a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement.
- (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from engaging or otherwise using a Party's and Affiliate's employee, former employee, consultant or former consultant as set forth in this Section 6.6.

**ARTICLE VII.
TERMINATION OF AGREEMENT**

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

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

- 7.4 Termination By Manager. Manager may terminate on the following grounds:
- (a) Effective upon failure to timely cure, if the School materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the breach. Failure to pay Manager for services as set forth in Article IV shall be considered a material breach, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity. If objectively ascertainable reasonable efforts have been made to effect a cure and the breach at issue does not objectively lend itself to cure within the thirty (30) day period, then additional time as necessary to complete the cure shall be permitted, but in no event more than sixty (60) days following written notification of breach.
 - (b) If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, a Party, upon written notice to the other Party, may request renegotiation of this Agreement. Notice may be given any time following enactment of the change whether or not the change is effective on the date of enactment or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice was given unless earlier termination is necessary to protect the health, welfare or safety of students.
 - (c) Effective when funding change goes into effect or a later date as designated by the Manager if there is any adverse and material change in local, State or federal funding for the School's students.
 - (d) Effective immediately if the Board adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to materially increase the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Manager agrees to use its best efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.
 - (e) Effective immediately if (i) the School or Manager undergoes or is required to undergo an adverse change that makes the School or Manager financially unviable, or (ii) the Board makes a financial decision that is grossly negligent or reckless conduct, intentional misconduct, or a knowing violation of law.
- 7.5 Real and Personal Property. Upon termination or expiration of this Agreement by either Party for any reason, all real and personal property leased by Manager to the School will remain the real and personal property and leases of Manager, and any personal property purchased by Manager with the funds provided to Manager by the School pursuant to Section 4.2 above will be the personal property of the School provided that the School has fulfilled all repayment obligations in any startup Line of Credit Loan Agreement and Promissory Note between the School

and the lender thereunder. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.

- 7.6 Return of Materials and Records. On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the President of the School shall certify to Manager in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Manager's direction, the School will promptly permit representatives of Manager or its Affiliate to pick up all such materials at a mutually agreed upon location. Manager shall return to the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, the Manager shall instead transmit the educational records of each student to said student's school district of residence.

ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

- 8.1 Proprietary Information and Ownership. The School acknowledges that Manager owns or has a license to use the intellectual property rights and interests in AMP, the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term ("**Protected Materials**") and to the name "ACCEL™" (such name being a trademark of Manager). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the School Administrative Facility, including under the name of the School, describing the services provided by Manager or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.
- 8.2 License. The Manager developed and owns, or has a license to use, proprietary rights to the Protected Materials. The Manager hereby grants the School a limited, non-exclusive, non-assignable, revocable license to access and use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in

this Agreement without the prior written consent of the Manager.

ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

- 9.1 Indemnification of Manager. To the extent permitted by law (including Fla. Stat. § 786.28), the School will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, "**Representatives**") harmless from and against any and all third party claims, demands, suits, actions, fines, penalties, liabilities, losses, damages, or other forms of liability (any of which are a "**Claim**") (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of any applicable local, State or federal law, rule, or regulation. In addition, the School will reimburse Manager, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. The Parties acknowledge and agree that Manager and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.2 Indemnification of the School. Manager will indemnify, defend and save and hold the School and its Representatives harmless against any and all third party Claims (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Manager or its employees; noncompliance by any of them with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, any misrepresentation of the Manager contained in or made pursuant to this Agreement; any action or omission by the Manager or its employee that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.3 Defense. A person or entity seeking indemnification under this ARTICLE IX (the "**Indemnitee**") shall give notice to the indemnifying Party (the "**Indemnitor**") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake

the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and at the expense of the Indemnitee. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgement regarding same if the settlement, final order or judgement includes an admission of wrongdoing in Indemnitee's or Affiliate's name unless Indemnitee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitee, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

9.4 Limitations of Liabilities.

- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Manager. Notwithstanding this ARTICLE IX, to the fullest extent permitted by law, the School will waive the defense of governmental immunity in any dispute between the Parties.
- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO AMOUNTS DUE UNDER ARTICLE IV ABOVE AND THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.
- (c) ECONOMIC DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM

AGAINST MANAGER OR ITS AFFILIATES, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.

- 9.5 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

ARTICLE X. INSURANCE

- 10.1 Insurance Coverage. The Manager will help the School obtain, and the School will maintain, the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Charter Contract: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to the Manager and Authorizer. Upon Manager's request, the School shall deliver to the Manager a copy of such policies.
- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

ARTICLE XI. REPRESENTATIONS AND WARRANTIES

- 11.1 Representations and Warranties of Manager. Manager hereby represents and warrants to the School:
- (a) Manager is a duly formed limited liability company in good standing and is authorized to conduct business in the State.
 - (b) To the best of its knowledge, Manager has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.

- (c) Manager's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
- (d) The services to be performed under this Agreement will be performed in a professional and workerlike manner in accordance with commercially reasonable industry standards, applicable law, the Charter Contract, and applicable Board policies made known to Manager in writing and relating to the School. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.

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

- (a) The Charter Contract (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Educational Program and other activities contemplated in this Agreement; and (iii) vests the School with all powers necessary and desirable for carrying out the Educational Program and other activities contemplated in this Agreement.
- (b) The School has the authority under applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Technology Consulting Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
- (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School and the School has sufficient funds in the Budget to pay for such expenditures.
- (d) The School is not in breach of and has not defaulted under the terms of the Charter Contract, and there does not exist any state of fact which, with notice or lapse of time or both, would constitute an event of breach or default on the part of the School under the Charter Contract.
- (e) After the Effective Date, the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Manager, which consent shall not be unreasonably withheld, conditioned or delayed.

- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise, or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the "**Disclosing Party**") or received through association with the Disclosing Party (collectively, "**Confidential Information**"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "**Receiving Party**") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.
- 12.2 Care and Authorized Use. Each Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so the Disclosing

Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

- 12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

- 13.1 Integration, Sole Agreement, and Third Party Beneficiaries. This Agreement (together with any exhibits, price lists, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding on and is for the exclusive benefit of the Parties, and their respective Affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.
- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, pandemic, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.
- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of Florida, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the School is located. The Parties each waive any

right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.

- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mail, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

To:

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

With a copy to:

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

To:

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

And legal@pansophiclearning.com

With a copy to:

Pansophic Learning US LLC
Attn: General Counsel
1750 Tysons Boulevard, Suite 1300
McLean, VA 22102

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by the Board President or other authorized officer of the School and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon determination that any term, condition or provision is invalid, illegal or incapable of

being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.

13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the "Consideration" Sections of this Agreement or loans.

13.12 Injunctive Relief and Dispute Resolution.

- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections "Non-Solicitation/Non-Hiring", "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" above are reasonable in scope and content and necessary to protect the Manager, its Affiliates and their business interests. The School understands and agrees that the breach or threatened breach of Sections "Non-Solicitation/Non-Hiring", "Proprietary Information and Ownership", "License", and "Confidentiality and Non-Disclosure" of this Agreement would give rise to the aggrieved Party suffering irreparable harm which would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.
- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's president and Manager's Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:
 - (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
 - (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS (Judicial Arbitration and Mediation Services, Inc. <https://www.jamsadr.com>) before a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an

opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses prohibited in the "Limitations of Liability" Section and each Party expressly waives and foregoes any right to the damages or losses.


- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.
- (e) Shared Fees and Expenses. The fees and expenses of the arbitrator shall be shared equally by the Parties.

13.13 Survival on Termination or Expiration. The following Articles and Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

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

Accel Online East LLC

Virtual Preparatory Academy of Florida

By:  _____
DocuSigned by:
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By:  _____

Name: Ronald Packard

Name: Stevie N. Johns

Title: CEO

Title: Board President

Virtual Prep Academy of Florida FY2023 Accel Fee Schedule

Description	Fee	Description
Curriculum & Materials, AMP System, and Instructional Support Services	\$1,300/pupil/yr - upfront fee of \$260 and \$104 billed monthly, over a maximum of 10 months	Fee includes: Curriculum including Core, Elective, Career/Technical, and Advanced Placement (AP) Courses; Balanced assessment system; AMP System including SIS, LMS, in course email and schoolwide communication system; Web Conference technology integrated into AMP; Any online and physical textbooks/materials, with the exception of those for AP courses; Teacher Professional Development
Student Technology Assistance Services	\$150/pupil/yr - upfront fee of \$50 and \$10 per month over a maximum of 10 months	Fee includes: Logistics, purchasing, warehousing, and fulfillment service for student device distribution; Set-up, configuration, and device provisioning; Shipment, maintenance, repair, reclamation and refurbishment for the life of the device; Software and virus protection for device, as needed
Enrollment Processing	\$100/pupil (gross new only) - upfront fee	Telephone, Live Chat, Web Form, Email access to Support Agents; Monitor help desk queues during support hours of 8:00 am – 8:00 pm EST/EDT; Multilingual English/Spanish support options; Support tickets will be addressed within the parameters of the SLA for that priority; Major incident management will assure effective communications of issue status and resolution; Coordination with secondary support teams (e.g. network operations, systems engineering) as required; Scheduled recurring onboarding webinars for new students to assist with school start; Management of self-help AMP support and resources website with access to online help documents and videos for parents/guardians/students
Community Outreach, School Website	\$300/pupil/yr - billed monthly	Fee includes: Assisting parents/guardians of new students with the school enrollment process, including following up with lead inquiries to describe the school program offering and help families determine if the school is a good fit for their student; Collecting required compliancy documents for enrolling students;
Student Computers	\$425 per device	Fee includes: Development of marketing plan and implementation to meet desired enrollment targets; Management of school public website development and maintenance; School branding across both digital and print assets; Conducting school satisfaction surveys with enrolled families to share with local school teams; Management of school social media pages, including providing real-time support and responses to parent inquiries; Assist in promoting school events; Support collateral, design, and copy needs for school
Employment Administrative Services	\$42.50 per employee per pay period	Fee includes: New hire data entry; Recruiting systems integration; Offer letter drafting and issuing; Coordination of new hire needs such as hardware and software; Employee qualification review; Systems integration with benefits vendors; Benefits plan audits; Administration of open enrollment; Processing of qualifying life events; Payroll system configuration; Biweekly data entry of payroll; Stipend processing; Physical check requests; Paycard issuance; Compliance audits for compensation, payroll, and benefits
School Operations Support Services	12% of Total Revenue, billed monthly based on revenue received	Fee includes: Human Resource Generalist Support, School Leadership Support and Development, Accreditation Support; Academic Programming Guidance and Support; External Reporting Support, State Testing Support, Staff Technology Support, Special Education Support, Gifted Program Support, Homeless and Migrant Services Support, School Counseling and Family Support Programming Guidance, Accessibility Support, ELL Support, Additional recruiting fees if needed
School Business Support Services	2% of Total Revenue, billed monthly based on revenue received	Fee includes: School Budgeting & Planning, Pupil Accounting, Federal Programs & Compliance Support, Student ISP Stipend Administration, Procurement, Audit Support (as needed), Insurance/Risk Management Support, Facility Support, Records Security and Management

Attachment 2: Sample Facilities

2056 S. Eagle Road, Meridian, ID

Goldstone Building, in Silverstone Park



SPACE DETAILS

SPACE: 2,072 SF

LAYOUT: Private entry on the east side.
Space is in excellent condition.
Open work area, two private offices, private & common restrooms, small counter with sink, large IT room.

PROPERTY FEATURES

BLDG TYPE: Office
BLDG SIZE: 38,764 Square Feet
FLOORS: Single Story
PARKING: 5/1,000 SF Leased
LEASE TYPE: Full Service, Less Tenant Janitorial
ZONING: City of Meridian, CC
OWNER: Sundance Investments, L.L.L.P.

HIGHLIGHTS

- Centrally located in the Boise Valley, I-84 (Exit 46) less than one mile
- Eagle Road address and access
- Professional Silverstone Park, provides service and food amenities in close proximity
- Private entry into tenant space
- Excellent building signage available
- Generous parking included
- Monument sign on Eagle Road
- Twelve (12) traffic outlets in park, two (2) traffic controlled intersections
- Proportionate use of Silverstone Amenity Center five (5) meeting and board rooms

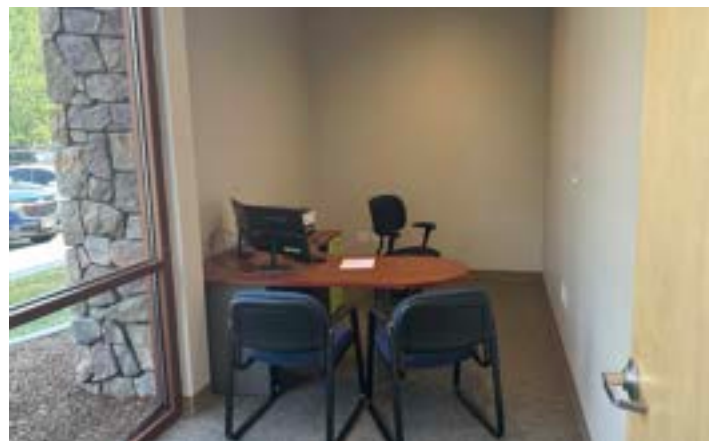
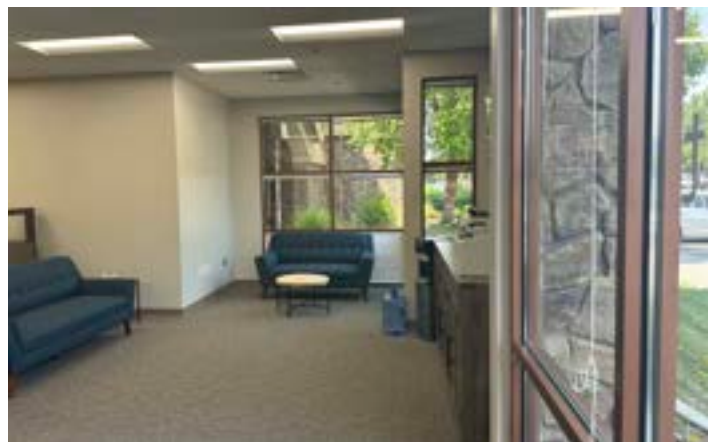
Call: 208-322-7300

WWW.SUNDANCECO.COM



2056 S. Eagle Road, Meridian, ID

Goldstone Building, in Silverstone Park



Call: 208-322-7300

WWW.SUNDANCECO.COM



2056 S. Eagle Road, Meridian, ID

Goldstone Building, in Silverstone Park



Call: 208-322-7300

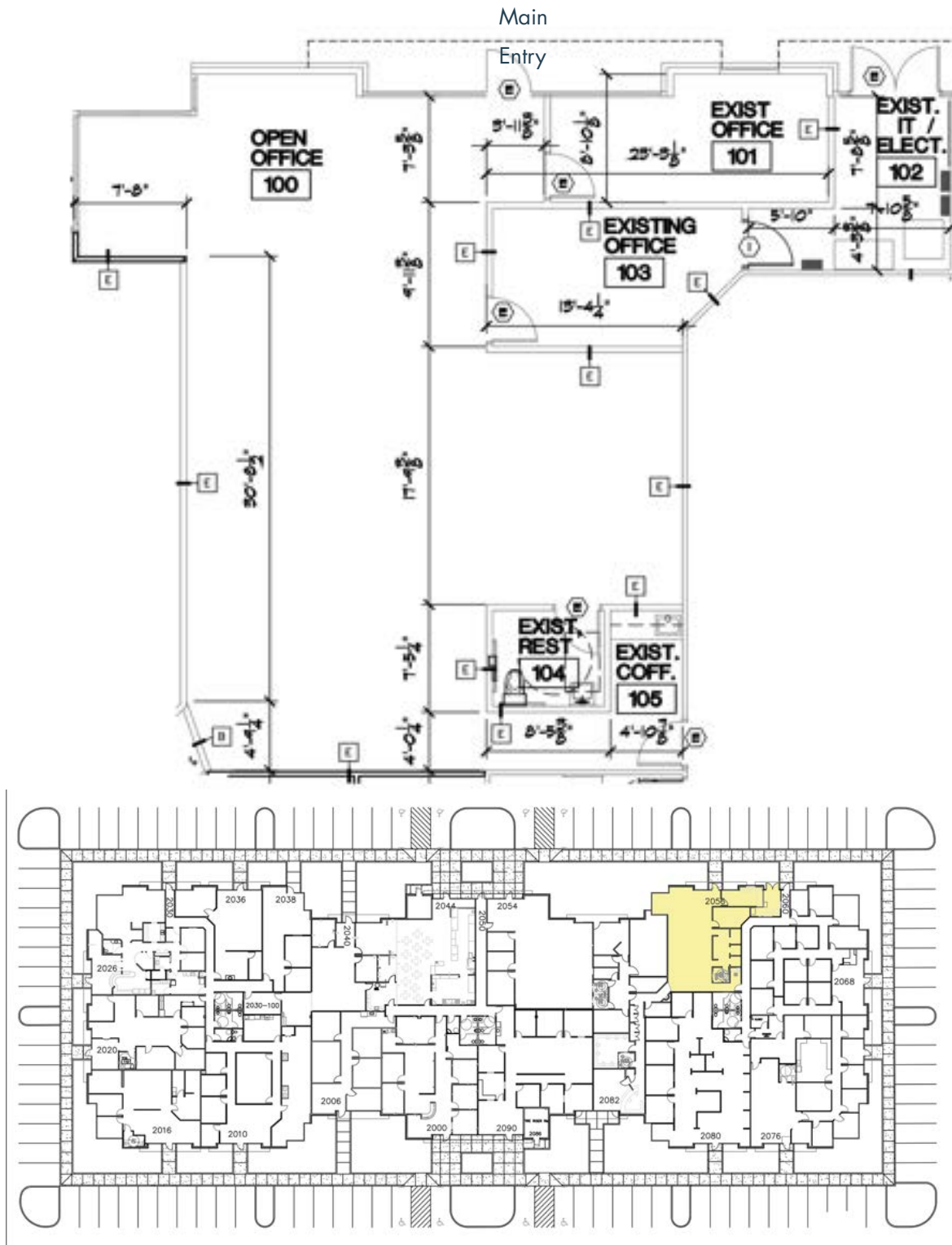
WWW.SUNDANCECO.COM



2056 S. Eagle Road, Meridian, ID

Goldstone Building, in Silverstone Park

Floor Plan 2,072 SF



Call: 208-322-7300

WWW.SUNDANCECO.COM



9055 W. Barnes Drive, Boise, ID

Mallard Place Building, in Blackeagle Center



SPACE DETAILS

SPACE: 1,631 SF
AVAILABLE: Vacant.
ACCESS: Private entry on north side
LAYOUT: Reception, 3 offices, large work room, break counter

PROPERTY FEATURES

BLDG TYPE: Office
BLDG SIZE: 44,866 Square Feet
FLOORS: Single Story
PARKING: 5/1,000 SF Leased, included
LEASE TYPE: Full Service, Less Tenant Janitorial
ZONING: City of Boise, C-3D/DA
OWNER: Sundance Investments, L.L.L.P.

HIGHLIGHTS

- Mallard Building has Maple Grove Road exposure and access
- Professional Blackeagle Center, 45 acre park provides abundant service and food amenities in close proximity
- Excellent building signage available
- Generous parking included
- Public bus stop adjacent to business park
- Close freeway access at both Overland (exit 50A/B) and Franklin Road (exit 49)
- Owned and managed by Sundance, extremely responsive property management

Call: 208-322-7300

WWW.SUNDANCECO.COM



9055 W. Barnes Drive, Boise, ID

Mallard Place Building, in Blackeagle Center



Call: 208-322-7300

WWW.SUNDANCECO.COM



9055 W. Barnes Drive, Boise, ID

Mallard Place Building, in Blackeagle Center



Call: 208-322-7300

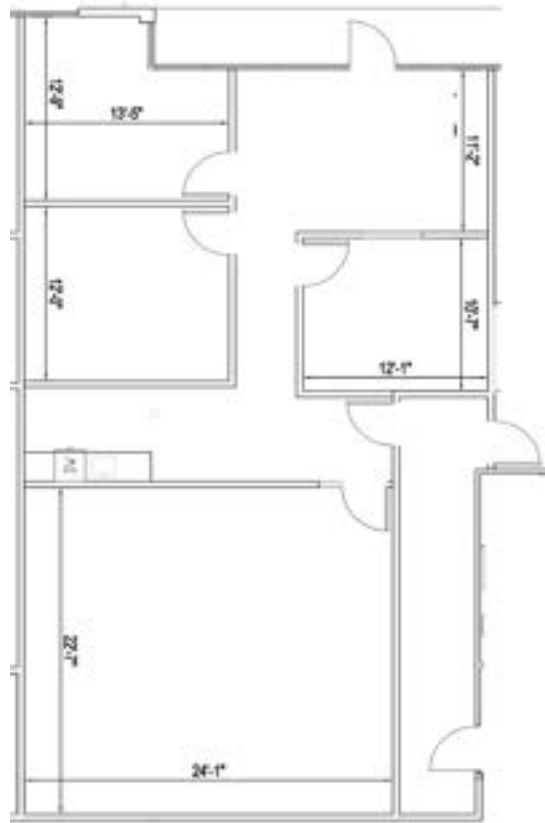
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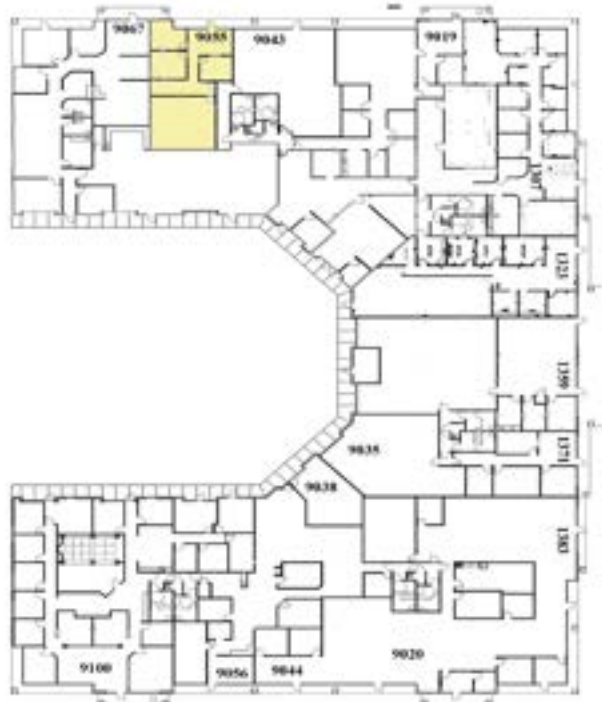
9055 W. Barnes Drive, Boise, ID

Mallard Place Building, in Blackeagle Center

Floor Plan 1,631SF



Building Plan



Call: 208-322-7300

WWW.SUNDANCECO.COM



9286 W. Barnes Drive, Boise, ID

Red Hawk Court Building, in Blackeagle Center



SPACE DETAILS

SPACE: 1,638 SF
AVAILABLE: Available October 2024
ACCESS: Private entry on east side
LAYOUT: Glass corner space provides wonderful natural light. Close to walking path. Reception, private office, partially enclosed work area, IT closet, break counter and private restroom

PROPERTY FEATURES

BLDG TYPE: Office
BLDG SIZE: 45,011 Square Feet
FLOORS: Single Story
PARKING: 5/1,000 SF Leased, included
LEASE TYPE: Full Service, Less Tenant Janitorial
ZONING: City of Boise, L-OD/DA
OWNER: Sundance Investments, L.L.L.P.

HIGHLIGHTS

- Office building in quiet location near park walking path
- Professional Blackeagle Center, provides abundant service and food amenities in close proximity
- Excellent building signage available
- Generous parking included
- Public bus stop adjacent to business park
- Close freeway access at both Overland (exit 50A/B) and Franklin Road (exit 49), near "Flying Wye" connector

Call: 208-322-7300

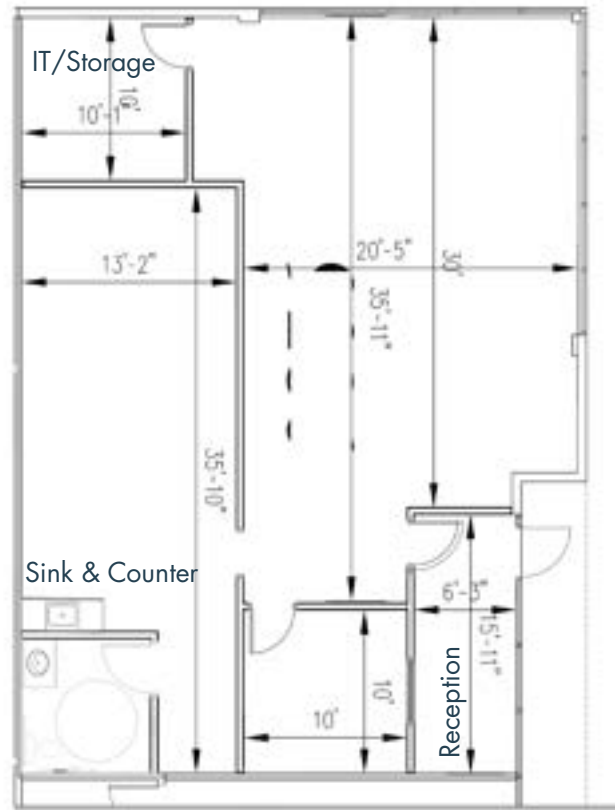
WWW.SUNDANCECO.COM



9286 W. Barnes Drive, Boise, ID

Red Hawk Court Building, in Blackeagle Center

Floor Plan 1,638 SF



Building Plan



Call: 208-322-7300

WWW.SUNDANCECO.COM



9286 W. Barnes Drive, Boise, ID

Red Hawk Court Building, in Blackeagle Center



Call: 208-322-7300

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9286 W. Barnes Drive, Boise, ID

Red Hawk Court Building, in Blackeagle Center



Call: 208-322-7300

WWW.SUNDANCECO.COM



9458 W. Fairview Avenue, Ste 110 Boise, ID, 83704

Building B, in West Valley Business Center



SPACE DETAILS

SPACE: 1,221 SF
AVAILABLE: Vacant
LAYOUT: Completely refurbished common area and space, open layout. Glass frontage provides natural light throughout space.

PROPERTY FEATURES

BLDG TYPE: Office
BLDG SIZE: 20,454 Square Feet
FLOORS: Single Level
PARKING: 4.5/1,000 SF Leased, included
LEASE TYPE: Full Service, Less Tenant Janitorial
ZONING: City of Boise, C-2D

HIGHLIGHTS

- West Valley Business Center is a five building office park in West Boise
- Exterior building signage available
- Abundant service and food amenities in the immediate area
- Public bus stop on Fairview Avenue
- Managed by Sundance, extremely responsive property management

SITE MAP



Call: 208-322-7300

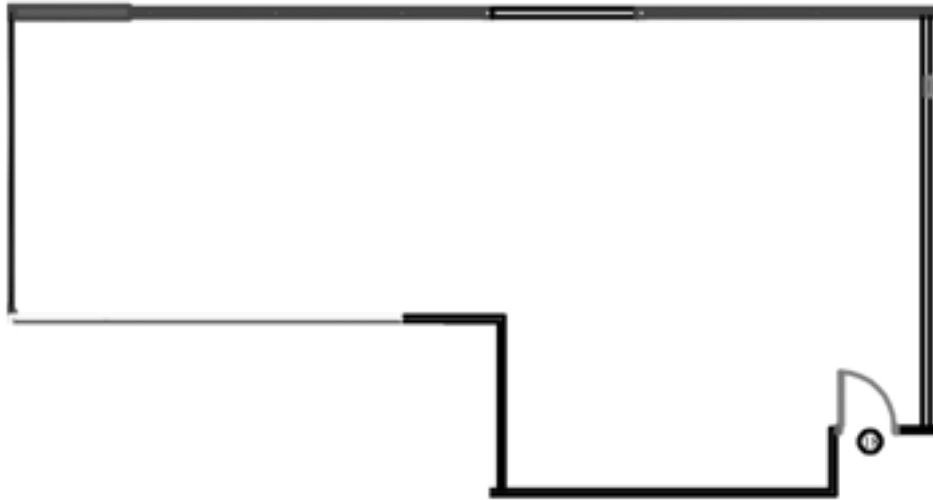
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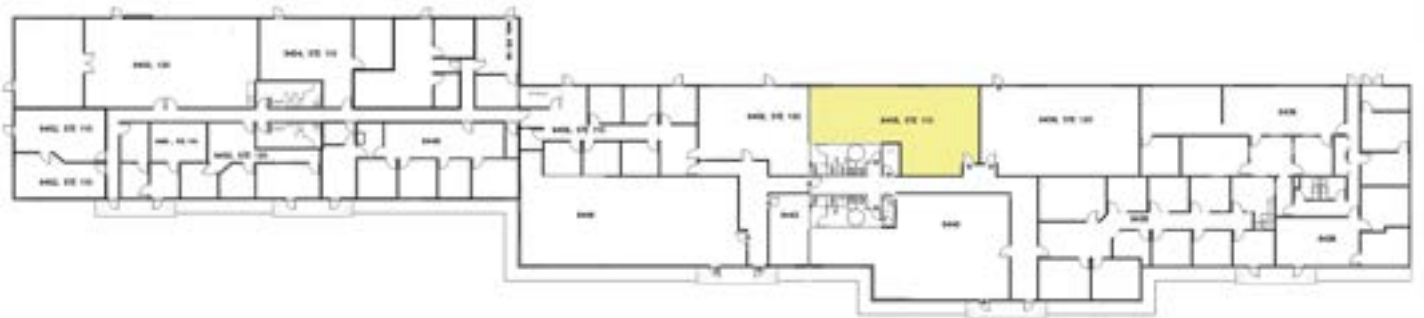
9458 W. Fairview Avenue, Ste 110 Boise, ID, 83704

Building B, in West Valley Business Center

Floor Plan 1,221 SF



Building Plan

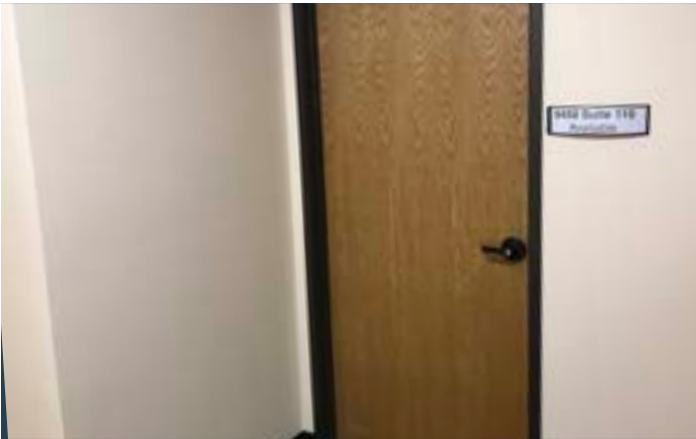


Call: 208-322-7300

WWW.SUNDANCECO.COM



9458 W. Fairview Avenue, Ste 110 Boise, ID, 83704
Building B, in West Valley Business Center



Call: 208-322-7300

WWW.SUNDANCECO.COM



9456 W. Fairview Avenue, Ste 110 Boise, ID, 83704

Building B, in West Valley Business Center



SPACE DETAILS

SPACE: 1,397 SF
AVAILABLE: Vacant
ACCESS: Private entry north side
LAYOUT: Office provides six private offices. Direct suite access on north side as well as common lobby. Exterior building signage available.

PROPERTY FEATURES

BLDG TYPE: Office
BLDG SIZE: 20,454 Square Feet
FLOORS: Single Level
PARKING: 4.5/1,000 SF Leased, included
LEASE TYPE: Full Service, Less Tenant Janitorial
ZONING: City of Boise, C-2D

HIGHLIGHTS

- West Valley Business Center is a five building office park in West Boise
- Excellent building signage available
- Abundant service and food amenities in immediate area
- Public bus stop on Fairview Avenue
- Managed by Sundance, extremely responsive property management

SITE MAP



Call: 208-322-7300

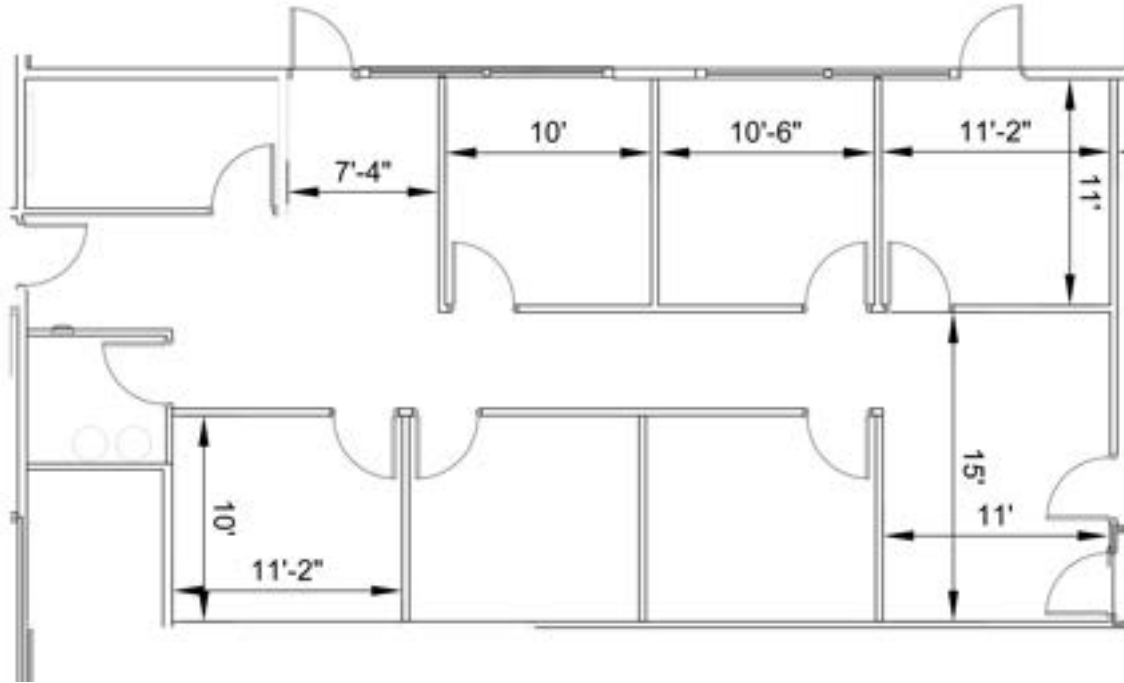
WWW.SUNDANCECO.COM



9452 W. Fairview Avenue, Ste 120 Boise, ID, 83704

Building B, in West Valley Business Center

Floor Plan 1,397 SF



Building Plan



Call: 208-322-7300

WWW.SUNDANCECO.COM



9452 W. Fairview Avenue, Ste 120 Boise, ID, 83704

Building B, in West Valley Business Center



Call: 208-322-7300

WWW.SUNDANCECO.COM



9050 W. Overland Road, Ste. 285, Boise, ID

Blackeagle Plaza Building, in Blackeagle Center



SPACE DETAILS

SPACE: 883 SF (2nd floor)
ACCESS: Enter main lobby on south side
LAYOUT: Open work area, one private offices, break counter, and exterior windows with views. Vacant, ready for occupancy.

PROPERTY FEATURES

BLDG TYPE: Office
BLDG SIZE: 32,308 Square Feet (condominium)
FLOORS: Two Story
PARKING: 5/1,000 SF Leased, included
LEASE TYPE: Full Service, Less Tenant Janitorial
ZONING: City of Boise, C-4D/DA
OWNER: Sundance Investments, L.L.L.P.

HIGHLIGHTS

- Office and Quasi Retail building
- Prime location on the NW corner of Overland and Maple Grove Roads
- Overland Road exposure and access
- Professional Blackeagle Center, 45 acres park provides abundant service and food amenities in close proximity
- Excellent building signage available
- Generous parking included
- Public bus stop adjacent to business park
- Close freeway access at both Overland (exit 50A/B) and Franklin Road (exit 49)

Call: 208-322-7300

WWW.SUNDANCECO.COM



9050 W. Overland Road, Ste. 285, Boise, ID

Blackeagle Plaza Building, in Blackeagle Center

Floor Plan 883 SF (2nd floor)



Call: 208-322-7300

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9050 W. Overland Road, Ste. 285, Boise, ID

Blackeagle Plaza Building, in Blackeagle Center



Call: 208-322-7300

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9050 W. Overland Road, Ste. 285, Boise, ID

Blackeagle Plaza Building, in Blackeagle Center



Call: 208-322-7300

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THE SUITES AT BLACKEAGLE

2ND FLOOR SUITES

9050 W. OVERLAND ROAD, BOISE, ID 83709

RANGING FROM 800 - 15,000 SQUARE FEET



Call: 208-322-7300

WWW.SUNDANCECO.COM



THE SUITES AT BLACKEAGLE PLAZA

9050 W. OVERLAND ROAD, 2ND FLOOR

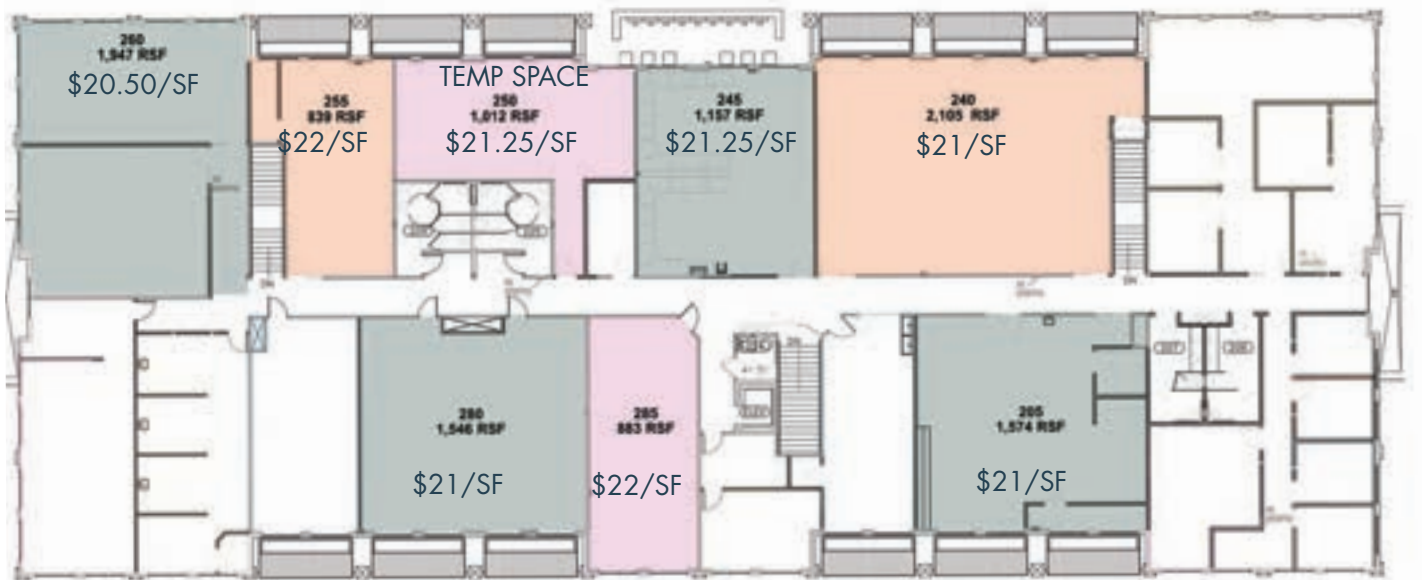
OFFICE OPTIONS AVAILABLE

Various office options available on the second floor of Blackeagle Plaza ranging from 800- 15,000 RSF with access through various common entries and grand lobby on ground floor. Unique opportunity for tenants to customize office spaces and layouts. Current build out includes office, open flex and lab areas.

Landlord is designing prominent exterior building signage with Overland Road visibility, as well as adding large main lobby sign and tenant directory. These additional features will create distinct identification for tenants in our location.

Contact us for details on timing and customizing a space.

PROPOSED SPACE DEMISE OPTIONS



Call: 208-322-7300

WWW.SUNDANCECO.COM



THE SUITES AT BLACKEAGLE PLAZA

9050 W. OVERLAND ROAD, 2ND FLOOR



HIGHLIGHTS

- Office and Quasi Retail building
- Prime location on the NW corner of Overland and Maple Grove Roads
- Overland Road exposure and access
- Professional Blackeagle Center, 45 acre park provides abundant service and food amenities in close proximity
- Abundant food, service retail and medical in immediate area
- Generous parking included
- Public bus stop adjacent to building
- Close freeway access at both Overland (exit 50A/B) and Franklin Road (exit 49)

Call: 208-322-7300

WWW.SUNDANCECO.COM



THE SUITES AT BLACKEAGLE PLAZA

9050 W. OVERLAND ROAD, 2ND FLOOR



PROPERTY FEATURES

BLDG TYPE: Office
BLDG SIZE: 32,308 Square Feet (condominium)
FLOORS: Two Story
PARKING: 5/1,000 SF Leased, included
LEASE TYPE: Full Service, Less Tenant Janitorial
ZONING: City of Boise, C-4D/DA
OWNER: Sundance Investments, L.L.P.



Call: 208-322-7300

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THE SUITES AT BLACKEAGLE PLAZA

9050 W. OVERLAND ROAD, 2ND FLOOR

2nd Floor



1st Floor
Lobby & Stairwell Access



MAIN LOBBY
ENTRY

Call: 208-322-7300

WWW.SUNDANCECO.COM



Attachment 3: Special Education Transition Timeline

Special Education Transition Timeline

Transition planning for students with disabilities who are serviced by an IEP are used to assist the students and families in planning for life after they graduate high school. This process will begin in grade 8 and will be updated yearly with more supports and activities included each year. When in grade 8, the student will begin to learn about post-secondary options and requirements for graduation. Students in grade 9 or turning age 16 or older (or younger if appropriate) during the duration of the annual IEP will have a formal transition plan developed by the IEP team. Prior to the formal plan development, students will complete a transition assessment to gather information on post-secondary interests to help the team guide the student on course selections and activities for graduation and beyond. The transition plan will prepare the student to move from school to post-school activities including post-secondary education and training preparation, vocational education or adult education independent or supported employment, career /employment exploration and, when appropriate, independent living skills and community participation. The student will be invited to join and participate in the IEP meeting with the goal of leading their own IEP meeting.

The transition plan developed will include the following priorities: Present Level of Academic Achievement and Functional Performance, Courses of Study and Transition Activities, agency linkages, measurable annual goals/objectives, and services that the student needs to meet the goals outlined in the transition plan. During each annual IEP meeting, the transition plan will be reviewed and updated as needed with current information from continued transition assessments, student, parent and teacher input. The IEP team will utilize the [*Transition Planning Tool for IEP Teams*](#) to guide the teacher, parent/guardian and student in yearly planning through the student's 12th grade year and graduation.

Additionally, in accordance with step three in the Idaho Special Education Manual, the Board will ensure that the school is compliant with the exit plan language below:

“When a student exits from special education as a result of complying with the Idaho Content Standards and such applicable district graduation requirements or aging out, the district shall provide the student with a summary of his or her academic achievement and performance along with recommendations concerning how to assist the student in meeting post secondary goals.”