Pinecrest Academy of Lewiston

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

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

ANNA WILSON
[redacted] *1330 POWERS AVE.*
LEWISTON, ID 83501
[redacted] *(208)743-3000*
annacwilson5@gmail.com

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Narrative

EXECUTIVE SUMMARY

Mission

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

Vision

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

Instructional model

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

Organizational Structure

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

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

School Leadership

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

Student Demand & Primary Attendance Area

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

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[2] *See footnote 6, infra.*

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

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

I. EDUCATIONAL PROGRAM

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

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

[5] American Science and Technology Education Association. AmSTEA and Other STEM / STEAM Standards.

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

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

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

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

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

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

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

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

Educational Philosophy

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

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

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

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

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

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

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

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

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

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

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

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

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

Student Academic Achievement Standards

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

Pinecrest Academy schools in Nevada[7] and Florida[8] are currently yielding higher proficiency rates than the surrounding communities' traditional public schools while serving higher rates of minority and economically-disadvantaged student populations. Thus, by replicating and implementing the same best practices and curriculum in serving the target student population, the School expects to have a similar and/or higher rates of academic growth and improvement as the Pinecrest schools beyond the first year of inception.

7 See Nevada Accountability Portal.

8 See Florida Standards Assessments.

Kindergarten through 2nd Grade Reading / Math

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

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

3rd through 8th Grade

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

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

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

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

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

- **Mathematics**
  - **Baseline –** 45.7% (Lewiston District Grade K-8 Mathematics Average on the ISAT)[11]

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

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

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

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

- **Goal –** At least 50% of students in grades K-8 will meet high standards in Mathematics as evidenced by scoring proficient or higher on the ISAT in Mathematics within the first year of operation. In years 2 through 5, the cohort will grow 2% annually.
- **Learning Gains –** At least 50% of students in grades K-8 will make learning gains on ISAT Mathematics by:
  - Improving one or more achievement levels from one year to the next; or
  - Level 1 and 2 students increasing their score from one subcategory to a higher subcategory; or
  - Level 3 students maintaining a Level 3 or improving their score by at least 1 point from one year to the next; or
  - Level 4 students maintaining a level 4 from one year to the next.
- **Rationale –** 54.0% of 4,049 tested students enrolled at Pinecrest Academy's six Nevada campuses in grades 3-8 scored proficient or higher on the Mathematics assessment during the 2020-2021 school year.[12]

- **Science**
  - **Baseline –** Baseline scores will be determined since the 2021 ISAT test results did not include Science results as the science assessment was a field test.
  - **Goal –** At least 40% of students in grade 8 will meet high standards in Science as evidenced by scoring proficient or higher on the ISAT Science within the first year of operation. In years 2 through 5, the cohort will grow 2% annually.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 1. Research-Based Core Curriculum Materials

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

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

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

Reading / English Language Arts

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Table 2. Research-Based ELA Instructional Materials

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

Writing

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

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

Teachers will deliver lessons that focus on the following areas:

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

Other primary instructional strategies include:

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

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

Research-Based Instructional Materials (Writing)

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

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

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

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

Mathematics

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

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

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

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

Mathematical Practices

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

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

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

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

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

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

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

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

Research-Based Instructional Materials (Mathematics)

Table 3. Research-Based Mathematics Instructional Materials

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

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

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

Science

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

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

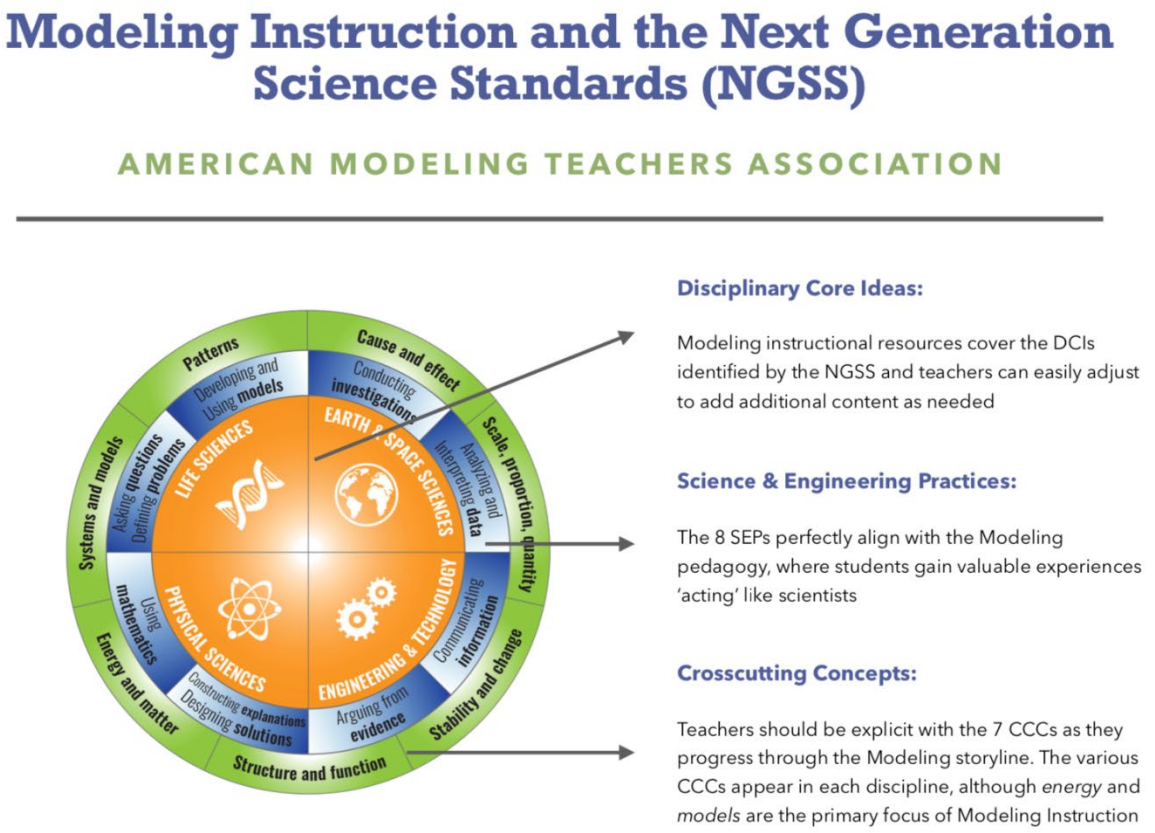


Figure 1. Modeling Instruction and the Next Generation Science Standards

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

Differentiated Instruction in the Science Classroom

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

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



Figure 2. 5E Model of Instruction

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Research-Based Instructional Materials (Science)

Table 4. Research-Based Science Instructional Materials

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

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

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

Social Studies

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

The comprehensive Social Studies program will:

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

- Promote an interdisciplinary approach to learning.

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

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

Instructional Strategies

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

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

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

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

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

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

Other Instructional Strategies

Power Hour

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

Options for student rotations are as follows:

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

Strategies for Serving Special Populations

At-Risk Students

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

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

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

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

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

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

Students with Special Education Needs

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

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

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

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

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

Over-Identification

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

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

Continuum of Services

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

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

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

IEP Yearly Reviews

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

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

Three-year Reevaluations

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

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

Least Restrictive Environment

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

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

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

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

Staffing

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

Staff Development

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

Discipline

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

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

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

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

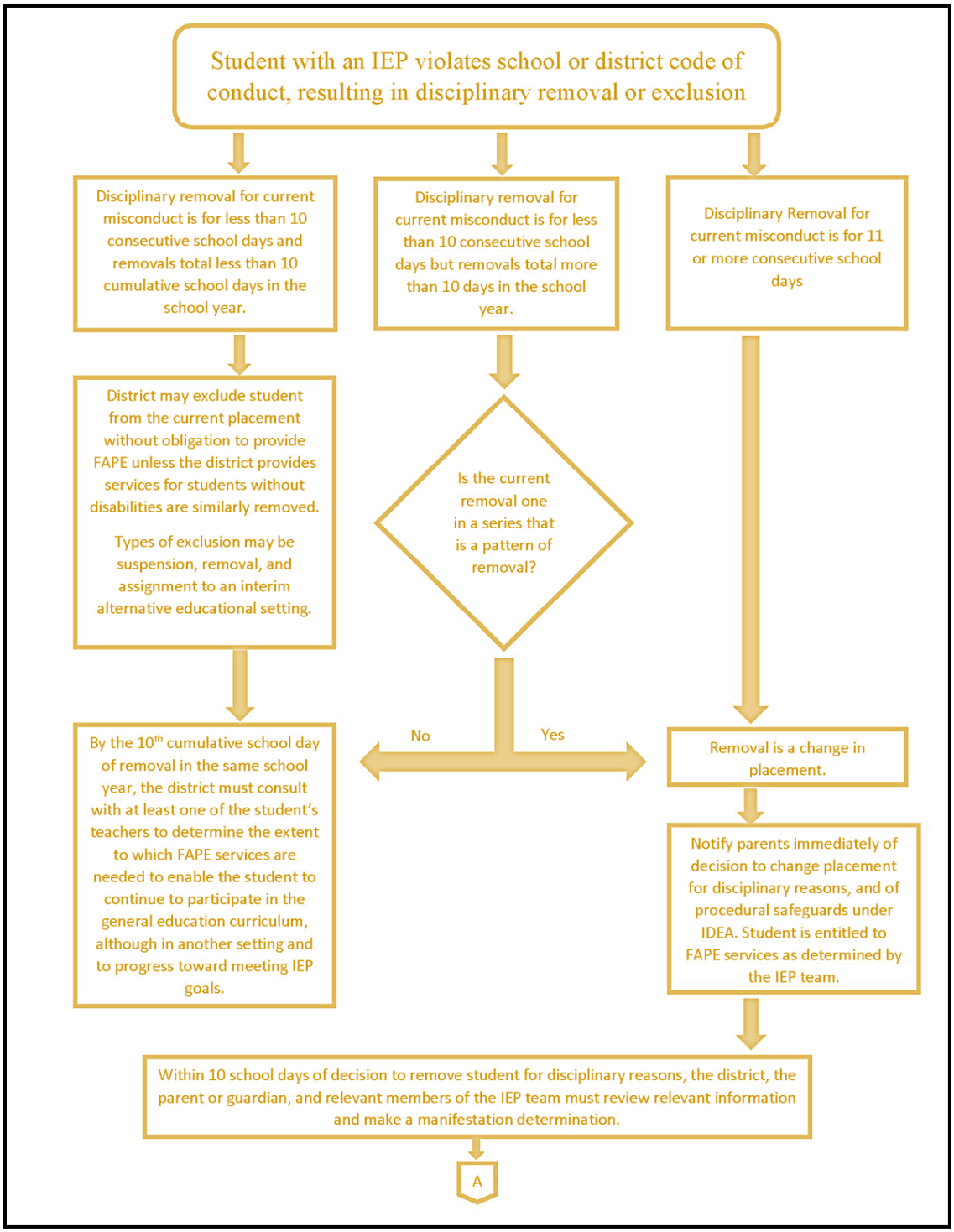


Figure 3. IDEA Disciplinary Procedures for Students with Disabilities

Monitoring

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

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

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

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

Parental Involvement

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

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

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

English Language Learners

Identification

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

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

Placement

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

[15] WIDA. Assess. Kindergarten W-APT.

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

Staffing

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

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

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

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

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

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

Monitoring

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

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

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

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

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

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

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

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

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

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

Parental Involvement

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

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

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

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

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

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

Homeless / Migrant Students

Identification

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

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

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

The term "homeless" or "homeless individual" includes:

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

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

- have experienced a long term period without living independently in permanent housing;
- have experienced persistent instability as measured by frequent moves over such period; and
- can be expected to continue in such status for an extended period of time because of chronic disabilities, chronic physical health or mental health conditions, substance addiction, histories of domestic violence or childhood abuse, the presence of a child or youth with a disability, or multiple barriers to employment;

- children living with a parent in a domestic violence shelter; and
- runaway children (under 18 years of age) and children and youths who have been abandoned or forced out of the home by parents or other caretakers, or such youth (between 1 and 20 years of age) who may still be eligible for educational services who temporarily reside in shelters awaiting assistance from social service agencies; live alone on the street or move from place to place between family members, friends, or acquaintances; and children of migrant families who lack adequate housing.

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

Gifted / Talented Students

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

Identification

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

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

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

Plan Development

Once a student has been referred to the gifted and talented program, the teacher will notify the student's parent, teachers, and school psychologist. The school psychologist at PAL will fill out the appropriate forms and send home a written notice to inform the parents for the initial assessment for the gifted and talented program. Parents will sign a consent to evaluate. The school psychologist will administer appropriate cognitive assessments. The Gifted and Talented Eligibility Statement form will be used to determine eligibility in the gifted and talented program.

Parents will be considered partners with the School in developing, reviewing, and revising the plan for their child. The role of parents in developing such plans will include:

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

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

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

Implementation

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

Services and Instructional Strategies

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

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

Evaluations

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

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

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

Enrichment Opportunities

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

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

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

Promotion / Retention

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

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

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

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

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

Professional Development Plan

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

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

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

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

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

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

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

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

II. FINANCE & FACILITIES PLANS

Fiscal Philosophy and Spending Priorities

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

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

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

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

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

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

expected. PAL's largest fixed costs are salaries and benefits with categories such as educational program items, technology, furniture, and supplies fluctuating with student enrollment. This is no surprise as the largest fixed cost is the most important; in order to successfully implement an educational program, being able to hire and retain dedicated school staff is our top priority. Please see ***Appendices A1 – A4*** for additional financial and budgetary information.

Utilizing Academica's standing relationship with the lending institution Vectra Bank will allow PAL to lease all their furniture, fixtures and equipment (FFE) and curriculum in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of the 48 months or an early purchase option in the 45th month for a 6% residual. *Please see* ***Appendix F4: Vectra Sample Lease***. The proposed campus will likely enter into a lease agreement in their first year of operation. PAL budgets $1,000 per student to outfit the entire school in its first year of operation at a 5% interest rate over four years. The budget reflects projected FFE costs for the first three years of operation, these projected totals are divided into the three equipment categories: curriculum, technology, and furniture/fixtures.

Transportation and Food Service Plans

PAL will look to provide transportation to and from school and will contract out the service in its first few years. The budget has been based on rates paid by schools working with Academica. The budget reflects the transportation allowance of 60% of the projected transportation expenses. The transportation expenses are assumed at $250 per route per day, for 180 school days; utilizing one route for the first two years of operation, increasing to two routes in the third year of operation. Once established, PAL's Governing Board will seek the appropriate bids for a bus transportation provider in compliance with Idaho Code.

Based on metrics in the Idaho Report Card for the Lewiston Independent District, PAL projects that approximately 31% of the student population will come from Low Income Families who may be eligible for free and reduced-price lunch. Standard kitchen equipment is factored into the amount of the anticipated building space and may include an oven, warming cabinet, double-door refrigerator, and single-door freezer. These items are included in the School's anticipated FFE lease mentioned above. Additional start-up expenses may include food thermometers, a prep table, oven mitts, single-use gloves, and other miscellaneous kitchen supplies.

Administrative costs are minimal and may include a date-stamp, envelopes, and mailing stamps.

The School is looking into several options on how to best implement the NSLP. First, we will seek to contract with a Vendor/School District to prepare specified meals under the NSLP. The School will also contact local restaurants to see if any of them would be interested in serving the School. If neither of these are possible, the School will evaluate the best way to implement it internally. The School will administer the application process for all free and reduced-price meals and will submit claims for reimbursement to the State. The budget assumes that meals will be paid for by students not eligible for these programs. The amount of $3,000 has been budgeted in Years 1 - 3 for any potential overages or one-time costs associated with providing food services. The operating costs associated with this expense are based on experience with similarly sized schools in other markets and initial consultations with food service providers in the Lewiston area.

Financial Management and Monitoring Plan

As mentioned above, PAL's Governing Board will oversee all aspects of the fiscal management of the School. The auditors, accountants, and management organization retained by the Board, will work as a team to develop financial statements and accounting reporting templates to ensure compliance with the state and federal reporting guidelines.

Additionally, PAL intends to contract with a highly-experienced education management organization (EMO), Academica, for comprehensive, professional management of non-academic school functions. Academica's goal is to provide support to relieve charter schools from the administrative and compliance burdens that would otherwise detract from their educational mission. Academica was selected by the Governing Board based on Academica's long-term success serving a variety of student populations to help charter schools achieve academic excellence. Please see ***Appendix ~~E~~ F1: Education Service Provider*** for additional information.

Academica Nevada began in 2010 working with parent groups, community leaders, non-profit organizations, and public charter schools to replicate successful models of high-performing schools. Since its inception, Academica's mission has been to give students from all backgrounds and socio-economic groups access to free, high-quality public education.

Academica supports high-performing public charter schools by providing management services in various non-academic areas so that schools can focus on their most important function: educating children. For instance, Academica provides charter schools with comprehensive assistance with the following non-academic school functions:



Figure 4. Academica's Non-Academic Management Services

In addition to Las Vegas and Reno, Academica Nevada currently has additional offices to provide comprehensive non-academic support to public charter schools in Arizona (*Somerset Academy* and *Sports Leadership & Management*), Colorado (*CIVICA Academy*, *Doral Academy*, and *recently-approved American Legacy Academy*), and Idaho (*Doral Academy* and *Pinecrest Academy*).

Academica supports schools dedicated to helping students achieve their highest potential, giving each school network and teacher the autonomy to design a classroom that fits their students' needs. These public charter schools are led by dynamic principals who have the flexibility to create a school culture that fosters student performance while creating pedagogical diversity. School networks integrate social emotional learning, leadership, English language learner education, athletics, STEAM, arts, college placement, and Career Technical Education (CTE) into curriculum that meets the student needs of their specific community.

The following figures demonstrate Academica's substantial increases serving Nevada students who are eligible for free or reduced-price lunch ("FRL") (***Figure 5***), ELLs (***Figure 6***), and students with special needs (***Figure 7***).[17]

[17] *This select data for student performance at Nevada charter schools was included in this "Financial Management and Monitoring Plan" section of the charter application simply to demonstrate that students can achieve their potential in academic excellence where Academica's comprehensive, professional management of non-academic functions permits governing bodies and school leaders the autonomy to design high-performing charter schools.*

It is important to note that similar relevant data related to Idaho charter schools supported by Academica, such as Pinecrest Academy of Idaho and Doral Academy of Idaho, was not included in this or other sections of the charter application due to the limitations identified in footnote 4, supra. That is, based upon the Data Notes and Redaction Rules for the 2021 ISAT Assessment Results, the various Policies and Procedures promulgated by the Data Management Council designed to protect student privacy make it effectively impossible to quantify the proficiency results for small student population groups.

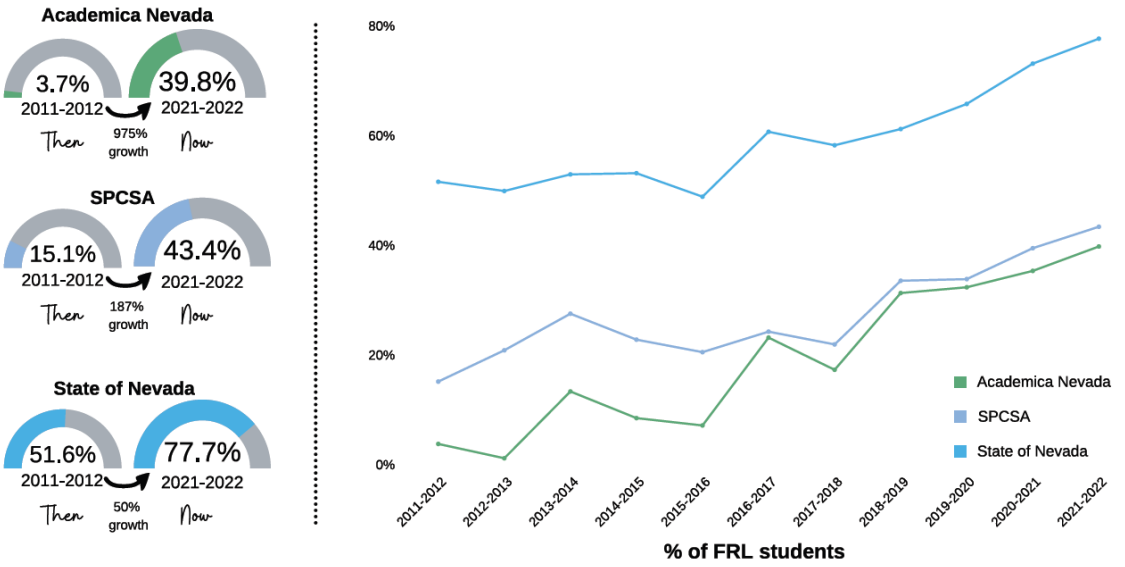
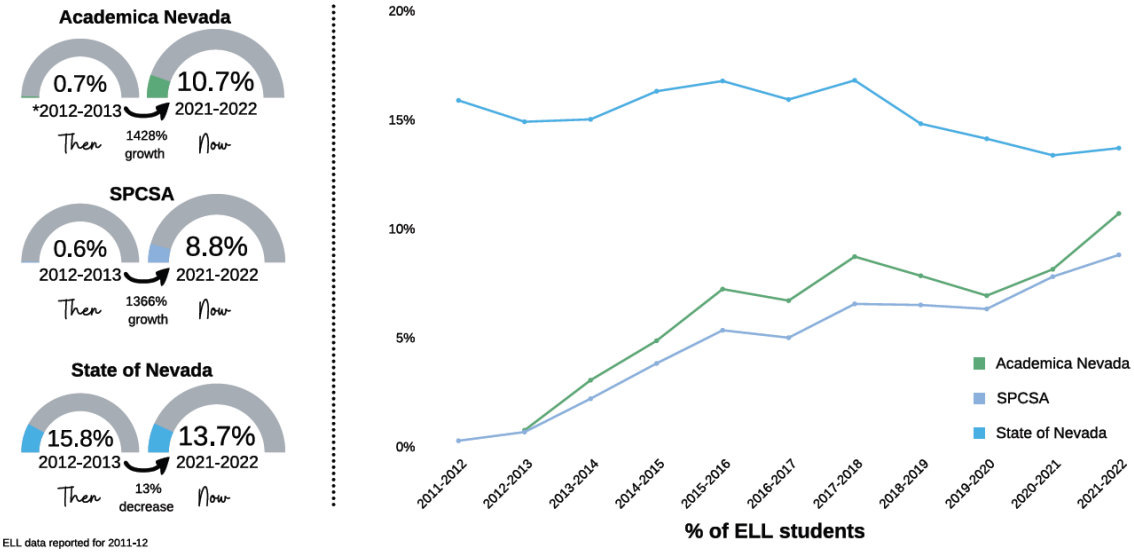


Figure 5. Academica's Growth Serving FRL Qualifying Students



*No ELL data reported for 2011-12

Figure 6. Academica's Growth Serving English Language Learners

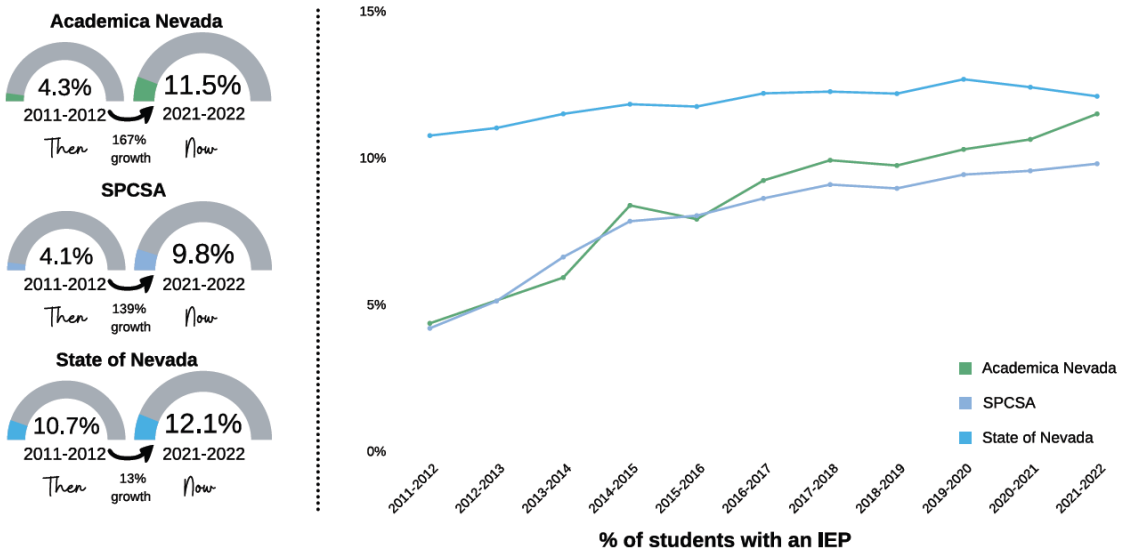


Figure 7. Academica's Growth Serving Students with Special Needs

Academica supports schools dedicated to helping students achieve their highest potential, giving each school network and teachers the autonomy to design a classroom that fits their students' needs. The entire Academica network provides comprehensive non-academic support to more than 200 public charter schools in more than 20 states, serving more than 150,000 students. The supported schools provide excellent educational outcomes.

The following information comes from Nevada, where Academica provides non-academic support to over 30,000 charter school students in 25 schools spanning 6 different charter school networks. ***Figure 8*** demonstrates Academica's growth in Nevada over the past eleven years.

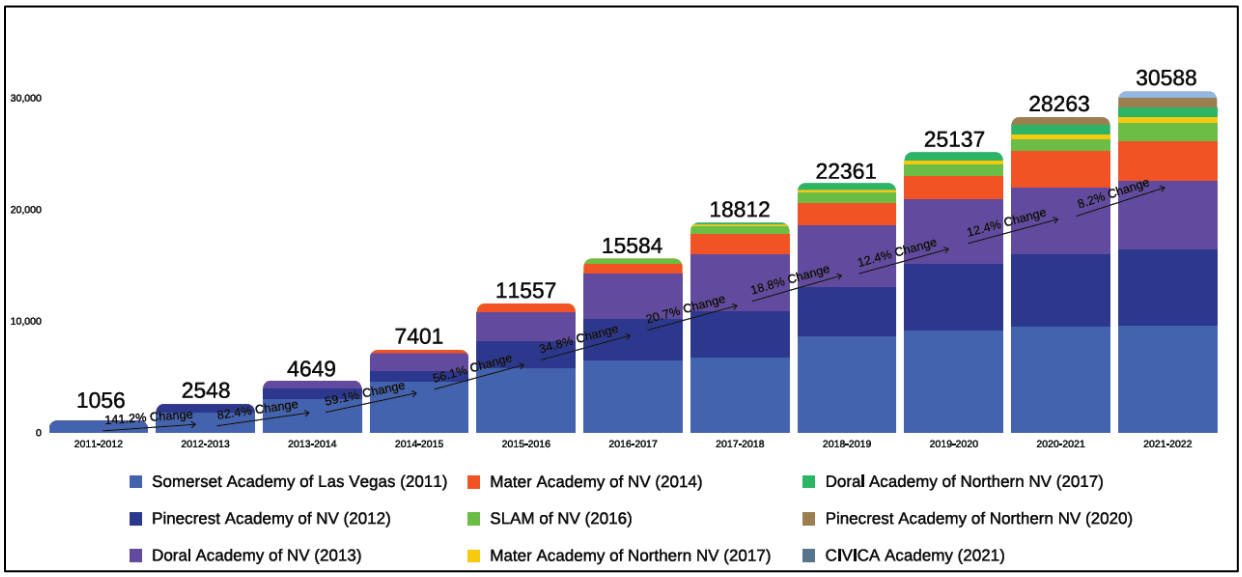


Figure 8. Enrollment Growth by Charter Network

Based on 2011-2020 data from the Nevada Department of Education ("NDE") Nevada Report Card, 2021-22 State Data from SPCSA Enrollment Presentation (December 3, 2021), and 2021-22 ANV Data from Infinite Campus (January 12, 2022), Academica-supported schools in Nevada are recognized for their achievements of excellence in education.[18] For example,

- Academica-supported charter schools in Nevada graduated more than 97% of their students in the Class of 2021.

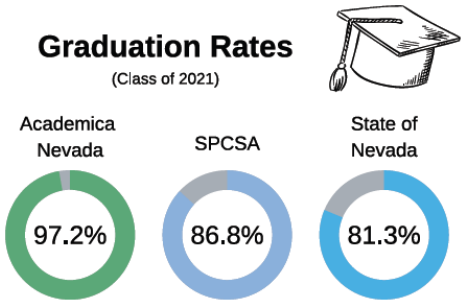


Figure 9. Academica Graduation Rates

- For the 2018-2019 school year, 81% of Academica-supported schools in Nevada were rated as either 4- or 5-star schools.[19]

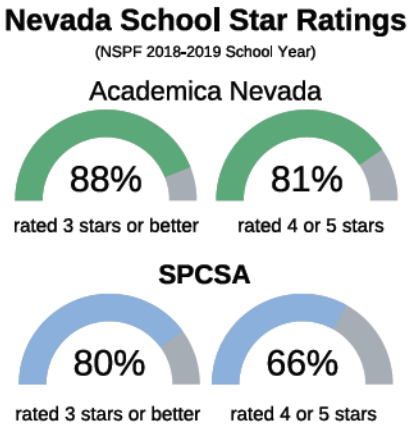


Figure 10. Academica Nevada School Star Ratings

[18] "SPCSA" refers to the State Public Charter School Authority and includes public charter schools in the State of Nevada authorized and overseen by that state agency.

[19] A 4-star rated school recognizes a **commendable** school that has performed well for all students and subgroups. A four-star school demonstrates satisfactory to strong academic performance for all students, and the school's graduation rate meets expectations. The school does not fail to meet expectations for any group on any indicator.

A 5-star rated school recognizes a **superior** school that exceeds expectations for all students and subgroups on every indicator category with little or no exception. A five-star school demonstrates superior academic performance and a superior graduation rate. The school does not fail to meet expectations for any group on any indicator. These schools are recognized for distinguished performance.

- For the 2018-2019 school year, multiple Academica-supported schools made the Top 10 rated public schools in Nevada (including four Pinecrest Academy campuses).

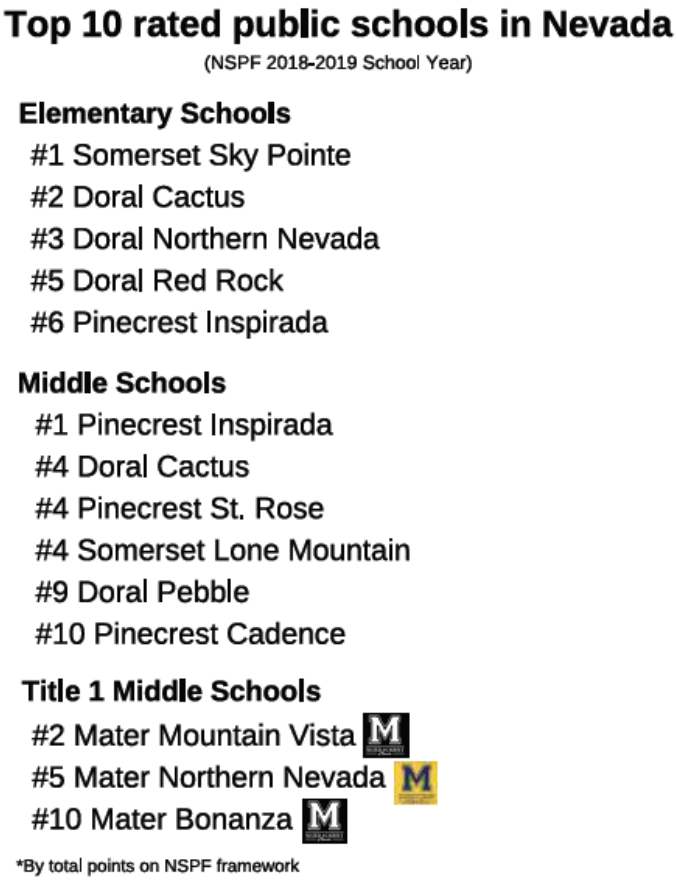


Figure 11. Academica Top 10 Rated Charter Schools

- For the 2018-2019 school year, four Academica-supported schools were designated as Nevada Shining Stars.



Figure 12. Academica Shining Stars

- In 2021, the Academica-supported Pinecrest Inspirada campus became the first public charter school in Nevada to receive the prestigious National Blue Ribbon education award in the category of Exemplar High Performing Schools.



Figure 13. Academica Blue Ribbon School

The fee schedule described in ***Table 5*** below will be charged annually to PAL in consideration of Academica's professional management services. An early relationship with Academica Idaho allows PAL to have some financial flexibility during its initial growth phase. The budget presented includes the following Academica Management Fee schedule:

Table 5. Academica's Management Fee Schedule

STUDENT COUNT	MANAGEMENT FEE
175 or Less	-
176 - 225	$10,000 (flat fee)
226 - 325	$75 (per student)
326 - 425	$150 (per student)
426 - 525	$225 (per student)
526 - 624	$300 (per student)
625 or more	$450 (per student)

If needed, Academica may provide PAL with a $25,000 start-up loan for operational expenses in their first year of operation. This loan will be a non-recourse loan at an interest rate of 5% over 36 months. There is no prepayment penalty with this loan. *Please see **Appendix F5: Promissory Note with Amortization Schedule** as an example of a draft promissory note.*

Under the supervision of the Board Treasurer, and in conjunction with the School's audit firm, Academica Idaho will be responsible for the School's bookkeeping, financial reporting, and financial liability. The School Principal will supervise the day-to-day cash collections at the School.

The governing body, through the Board Treasurer, will receive and accept financial reports that include monthly bank statement reconciliations, estimates of expenditures for the general fund in comparison to budget appropriations, actual receipts in comparison to budget estimates, and the charter school's overall cash condition. Supplementary reports on other funds or accounts will be furnished upon request of the governing body or administrator. Appropriate staff will be available at any Governing Board meeting, upon the governing body's request, to respond to questions, and to present current financial information. The administrator will notify the governing body at any time of substantial deviations in the anticipated revenues and/or expenditures.

The School Principal will be responsible for assuring budget allocations are observed and that total expenditures do not exceed the amount allocated in the budget. The Board will look to outsource payroll processes to a 3rd party vendor. Preparation of payroll, including time schedules and payroll periods, will be done in accordance with each employee's agreement with the School. Employee health, accident, dental, and other types of insurance will be provided as outlined in the agreements. Mandatory payroll deductions will be withheld as required by state and federal law.

The person designated to draw all orders for the payment of monies belonging to the charter school is the Principal, and the Principal will work closely with the EMO. All claims for payment from charter school funds are processed by Academica in conformance with charter school procedures. Payment is authorized against invoices properly supported by approved purchase orders with properly submitted vouchers approved by the governing body.

PAL intends to adopt and comply with the Idaho Financial Accounting Reporting Management System (IFARMS) developed by the Idaho Department of Education. The function of charter school purchasing is to serve the educational program by providing the necessary supplies, equipment, and services. The governing body will ~~*appoint*~~ *utilize the principal as* a purchasing agent. He/she will be responsible for developing and administering the ~~*charter*~~ school's purchasing program. An~~y~~ officer or member of the governing body may incur no obligation unless that expenditure has been authorized in the budget or by governing body action ~~*and/*~~or ~~*governing body*~~ policy.

In all cases, the expenditure of charter school money (except payroll) will require compliance with a requisition and purchase order system. Unless authorized by the administrator, no purchase will be authorized unless covered by an approved purchase order. No bills will be approved for payment

unless purchases were made on approved orders. The administrator will review bills due and payable for the purchase of supplies and services to determine if they are within budget amounts. After appropriate administrative review, the administrator will direct payment of the just claims against the charter school. The administrator is responsible for the accuracy of all bills and vouchers.

Additionally, Pinecrest Academy of Lewiston ("Licensee") will enter into a Trademark License Agreement with Pinecrest Academy, Inc. ("Licensor"). Pinecrest Academy, Inc. grants Pinecrest Academy of Lewiston a non-exclusive, non-transferable, royalty-free license to use the trademark in connection with the development and establishment of the school of Pinecrest Academy of Lewiston in the State of Idaho. The budget reflects this agreement as the Pinecrest Academy, Inc. Affiliation Fee. This fee is 1% of state unrestricted revenue, half of which goes back to the school for Professional Development use and the other half paid to Pinecrest Academy, Inc. for its collaboration, accreditation, and support. The budget reflects only the Professional Development half of the expense in PAL's first few years of operation. The half of the fee paid to Pinecrest Academy, Inc. will be charged once PAL is financially able to sustain its cost. Please see ***Appendix ~~F3~~ H – Pinecrest Affiliation Agreement*** for more information.

Facilities Plan

PAL is actively searching for facilities options within its target community. Based on its proposed enrollment configuration, the School's eventual facility need is no more than 38,000 square feet at full build-out by year 5 of the charter. It is important to note that PAL's enrollment plans assume a slow growth model starting with a maximum of 300 students and expands by a grade per year with some modest adding of additional sections in existing grades.

PAL is currently in discussions with the Boys & Girls Clubs of the Lewis Clark Valley related to the Clubs' recent purchase of five buildings, including Booth Hall locating in Lewiston's historic Normal Hill neighborhood, from the Lewiston school district. This proposed location is within the School's target community. This site includes more than twelve (12) classrooms, administration offices, cafeteria area, full size gym, commercial kitchen, outdoor play area, and large parking area. The School would work with its architect to ensure the building meets all facility codes necessary to operate a public charter school. PAL will look to enter into a short term lease, 2-3

years, with a lease extension option, with the Boys & Girls Club. The facility includes additional classroom space the School may expand to use with additional enrollment interest.

PAL will look to construct a long-term facility after its first or second year of operation. For its long-term facility, PAL will look to build a facility that accommodates the School's enrollment at full capacity of 510 students. PAL estimates that the long-term facility it constructs will include 60-75 square feet of space per student with a large outdoor field area. The School is in discussions with groups such as Hawkins Companies, Galena Fund, and Building Hope, among others, about purchasing a facility and creating a stair-step rent schedule that would allow the School to build up enrollment until it can afford a full rent payment. The lease for a long-term facility will include a purchase option to allow the School to purchase the facility once the School has established credit.

PAL is also currently in preliminary discussions with leaders from the Boys & Girls Clubs of the Lewis Clark Valley which are subject to further development upon receipt of evidence of an approved charter. Until a charter is granted, a specific arrangement cannot be established. At this time, however, the founding team has begun steps that will facilitate the process once a charter has been awarded. Our preliminary exploration indicates that gross rent will cost approximately $1,000 per student per year at the Boys & Girls Club facility.

Please see ***Appendix ~~A5~~ B1: Facility Options~~s~~ 1*** for additional information.

III. Board Capacity & Governance Structure

Governance Structure

The Pinecrest Academy of Lewiston is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code. The Governing Board will be the ultimate policy-making body with the responsibility of operation and oversight of the School including academic direction, curriculum, and budgetary functions. The policies, procedures, powers, and duties, by which the Board will operate, including specific member powers, are detailed in the attached bylaws.

Board members will serve five-year terms and Board members may serve no more than two terms. Terms will be staggered so that no more than half of the Board will be up for election in any one year unless a vacancy needs to be filled.

The officers of the Governing Board will include a Chair, Vice Chair, Secretary, Treasurer, and such other officers as the Board will deem necessary to elect. The Board will elect and appoint all officers at the annual meeting of the Board. Officers will serve a one-year term and may serve consecutive terms in any office. The officer responsibilities are as follows:

- *Board Chair* – The Chair will preside at all meetings of the Board. The Chair will possess the power to sign all certificates, contracts, or other instruments of the School that are approved by the Board.
- *Vice Chair* – In the absence of the Chair, or in the event of the Chair's disability, inability, or refusal to act, the Vice Chair will perform all of the duties of the Chair and will have all of the powers of the Chair. The Vice Chair will have such other powers and perform such other duties as may be prescribed from time to time by the Board or by the Chair.
- *Secretary* – The Secretary will keep the minutes of the Board with the time and place of holding, whether regular or special and if special, how authorized, the notice thereof given, the name or names of those present at the Board meetings and the proceedings thereof. The Secretary will give notice of all the meetings of the Board required by law.
- *Treasurer* – The Treasurer will have oversight responsibility and adequate and correct accounts of the properties and business transactions of the School, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses. The books of account will

at all times be open to inspection by any Board member. The Treasurer will be charged with safeguarding the assets of the School and he or she will sign financial documents on behalf of the School in accordance with the established policies of the School. He or she will have such other powers and perform such other duties as may be prescribed by the Board from time to time.

The Board will be composed of between five and nine members as set or adjusted by the Governing Board. The bylaws state the Board will seek to maintain a membership that is representative of the community and possesses the breadth of knowledge and experience to effectively support and direct the operation of the School. To support this, the Board will endeavor to maintain a membership which includes:

- At least two parents of enrolled students;
- An active or retired licensed educator;
- An individual with expertise in the areas of accounting and/or finance; and,
- An individual with expertise in the areas of law and/or human resources.

Any Board member of the School may be removed by two-thirds of the members then in office, excluding the member at issue, whenever such removal would serve the best interests of the School. Any member may resign at any time and their resignation will be effective upon receipt by the Chair of a written communication.

Governing Board

The policies, procedures, powers, and duties by which the Board will operate are detailed in the attached bylaws. A brief overview of those powers include:

- Ratify the School's mission and vision statements, and any modification thereof;
- Establish and approve all major educational and operational policies;
- Develop and approve an annual budget and financial plan;
- Approve any management, operational, and service contracts;
- Exercise continual oversight of the charter school's operations;

- Select an independent accountant to perform an annual audit, and review and approve the audit report; and
- Hire and supervise an administrator who will oversee the day-to-day operations of the charter school.

Additionally, Board members will:

- Understand the approved curriculum and agree with the educational philosophy, discipline policy, and administrative structure of the School;
- Attend PTO meetings or events to show support and encouragement for the School;
- Attend a yearly board retreat where the goals of the Board are defined and a Board self-evaluation will be conducted to critique the performance of the Board during the past year;
- Participate in professional development trainings; and
- Know and abide by the Idaho Open Meetings Law.

Furthermore, PAL's bylaws state that the Board may create by resolution an Academic Committee, a Governance Committee, a Financial Committee, and one or more other committees which may exercise such authority in the management of the school as provided in such resolution or in the school bylaws. Each committee created will consist of at least one Board member and will include key stakeholders from the school community.

School Principal

The School Principal, hired by the Governing Board, will be responsible for all aspects of day-to-day administration of the school within the scope of operating policies, procedures, and budgetary functions as adopted and approved by the Board. The Principal will delegate duties to administrative support staff to ensure that daily operations, resources, policies, and procedures are being implemented in accordance with the School's mission. Please see ***Appendix ~~D~~ E2: ~~School Administration & Organization Chart~~ Principal Job Description*** for additional information.

The Principal will hire, oversee, and evaluate faculty and staff. The Principal will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the school including procedures for curriculum and instruction, classroom management, faculty and staff evaluation, data analysis, testing, support services, parental communication, professional

development, discipline, community outreach, oversight of facilities, and internal financial controls.

The Principal will report to the Board on the School's operations and finances and is expected to communicate with the Board as often as needed by the school or Board members to ensure the School's successful operation. The Board will conduct an annual evaluation of the School Principal. Please see ***Appendix ~~F2~~ E3: Principal Evaluation Framework*** for additional information.

Teachers and Staff

All school personnel will report to the Principal. The Principal will determine the most appropriate staffing requirements and structure for the administrative office who will report directly to the Principal. Teachers and staff will be responsible for carrying out the procedures in their duties, activities, and interactions with students, teachers, and parents of the School.

Educational Management Organization

PAL will be contracting with Academica as its EMO. Academica's management services are designed to allow the Principal and the Governing Board to focus on day-to-day school operations. Academica's services include, but are not limited to,

- Assisting the Board in creating budgets and financial forecasts;
- Assisting the Board in preparing applications for grant funds;
- Monitoring and assuring compliance with all state reports[20];
- Assisting the Board in locating and securing a school facility;
- Maintaining the financial books of the school;
- Assisting with systems development;
- At the Board's direction, preparing agendas and posting notices of all Board meetings;
- Providing human resources-related services such as contract preparation and review and,

[20] *Academica's contractual obligation to provide the board with comprehensive, professional management of non-academic functions includes the submission of various reports to Idaho's Department of Education. School leadership on behalf of the board will either prepare and/or approve all reports prior to being submitted by Academica to the state. Therefore, no conflict of interest exists.*

if necessary, dispute resolution; and

- Assisting the Board in renewing the School's charter.

Board Member Qualifications

PAL's founding Board consists of a diverse group of people that meets the experience and skills necessary to successfully oversee the School as detailed more fully below:

- *Anna Wilson* – Anna Wilson earned her Bachelor's degree in Mathematics from Fresno Pacific University and has been teaching in both public and private schools grades 7-12 since 2006. For the past three years Anna has been a virtual math teacher for Kenai Classical in Soldtna, Alaska. She is currently a virtual math teacher for Edmentum teaching for EdOptions Academy, which serves students grades 6 – 12 and has students all over the world.
- *Royal Toy* – Royal Toy is originally from Boulder, Colorado. He currently serves as the director of Pathways for Accelerated Certification and Endorsement (PACE) programs and is focused on the development of opportunities and providing access for all people who are interested in becoming teachers. Dr. Toy holds an Ed.D. in Special Education with a minor in Statistics & Research Methodology. His masters is in Special Education – Teaching the Gifted & Talented. He is also passionate about Music & Art with a Bachelor's in Music Education, minor in drawing, and an Associate degree in Graphic Design & Illustration. He has also served as director of various summer programs for students (K-12) and continues to be active in national and international organizations through publication, presentation, and work on committees and in leadership.
- *Paul Merrill* – Paul Merrill is the founding member of Palantir Solutions, LLC, a firm dedicated to assisting individuals engaged in cost effective alternative dispute resolution. He graduated from the University of Idaho College of Law in 2019 and is licensed to practice in Idaho and Washington. Mr. Merrill gained trial experience and mediation experience at the law firm of Creason, Moore, Dokken & Geidl, PLLC, in Lewiston, Idaho. Mr. Merrill engaged in estate planning, real estate transactions, probate/trusts, guardianships/conservatorships, elder law, and family law. As a result of his experiences, he opened Palantir Solutions in order to serve the needs of the legal community and the

local general population in providing effective and efficient mediation services. Mr. Merrill received his bachelor's degree in nursing from Lewis-Clark State College and was commissioned as an Army Officer after completing the Army Reserve Officers Training Corps (ROTC) program at the University of Idaho in 2011. Mr. Merrill served as an Army Nurse Corps Officer from 2012-2016 and was stationed in Germany throughout his time in service.

- *State Representative Mike Kingsley* – State Representative Mike Kingsley has a diverse background in entrepreneurship and businesses. After graduating from Lewiston High School, Mike went on to pursue a radio career serving as a disc jockey at many radio stations across Idaho and Colorado. Mike later returned to Lewiston, Idaho where he was offered the program director position of a new radio station. Mike also started his first business, Valley Roof Cleaning, around that time. He later built a Chem-Dry franchise with his father which expanded into a new territory in Michigan where he relocated. As their love for Idaho kept calling them home, Mike and his wife returned to Lewiston where he continued his entrepreneurial endeavors with Clearwater Chem Dry, King Service and Construction, 123 Floor, and the Paint Warehouse.

  In 2016, Mike successfully ran for the State Legislature. Mike currently serves in District 6, House Seat B and will be the new Legislator in District 7, House Seat A.

  Finally, Mike has also served on several local community boards in the Lewis Clark valley, such as the Lewiston Gun Club; founder of the Red Cross advisory board in Lewiston; served on Lewis-Clark State College business division advisory board, Tri-State Hospital board, Lewiston Air Quality commission, and Region 2 Behavioral Health board; as well as assisted with the establishment of First Steps 4 Life recovery center in Lewiston.

- *Nate Hercula* – Nate Hercula currently serves as Pastor of Family Ministries at CrossPoint Alliance Church in Lewiston, Idaho. As the son of a pastor, Nate moved a dozen times before graduating high school and has attended both large and small public and private schools, and was even home-schooled for a time. After pursuing architecture as a hobby and potential vocation, Nate ultimately received his calling as a pastor. Nate obtained degrees in Pastoral Leadership and Christian Studies from Crown College in St. Bonifacius, Minnesota. As a dad, Nate desires to make a lasting positive impact on the next

generation and is passionate about developing young leaders through a challenging education experience.

Please see ***Appendix ~~C~~ D: Board of Directors Resumes*** for additional information.

Transition Plan

Once the charter is approved, the Board will transition to its role as a governing entity. The Board anticipates to be a working board prior to the school opening and will both govern and assist with operations since minimal staff will be in place. With the mission and vision in the forefront, the Board will do anything and everything to help get the School off the ground, from seeking facilities to developing programs.

Once a Principal is identified and hired, all management duties will be transferred to him or her. The Board may still assist the Principal until the School opens, but the goal is to transition away from operations. Systems will be developed to allow the Board to effectively provide appropriate oversight, and the Board will shift its focus to strategic issues and building the School's reputation.

PAL structured its founding committee with the Governing Board role in mind. None of our members are seeking employment at the School, and all joined the committee because they are passionate about the School's mission and believe they bring an expertise to ensure the School is successful and to perform as guardians of the "public trust."

Board Member Recruitment and Training

The Governing Board strives to maintain a Board that possesses the breadth of knowledge and experience to effectively support and direct the operation of the School, as well as representing the school community. The bylaws outline that the Board shall seek to have the following minimum Board competencies:

- At least two parents of enrolled students;
- An active or retired licensed educator;
- An individual with expertise in the areas of accounting and/or finance; and,
- An individual with expertise in the areas of law and/or human resources.

As vacancies arise, the Board will search for the best-qualified candidates to maintain compliance with the Board's bylaws. The Board will develop a written job description of the qualifications

and will advertise vacancies by posting the description on the School's website and other free or low-cost venues. The Board will also disseminate it through direct communication to the parents of all enrolled students, requesting referrals of individuals with the requisite skills, beliefs, and behaviors necessary to be effective and engaged Board members. Individual Board members will also circulate the notice within their professional communities and will actively seek out opportunities to broaden our networks to recruit individuals who reflect the broader community and believe in our mission and vision. Notice of the Board's intentions to elect new members will be included in the agenda for that meeting and publicly announced in accordance with open meeting requirements. Newly created Board member positions resulting from an increase in the number of Board members comprising the Board, and all vacancies occurring on the Board for any reason, will be filled by a vote of the majority of the members in office at a duly organized meeting of the Governing Board.

At least one of the current committee to form members (Anna Wilson) attended this year's Charter Start! 101 Virtual Workshop conducted by the Idaho Department of Education's Office of School Choice on Thursday, March 17 and Friday, March 18, 2022. The two-day workshop covered topics on ethical and effective Board governance, the charter petition process, charter school financing, accountability, and other topics relevant to starting a governing a new charter school. Between January and August 2023, the Board will participate in additional trainings that cover open meetings law, public records request, Governing Board roles and ethics, financial oversight, school leader evaluation, and academic achievement data analysis.

At the conclusion of the first year, and annually thereafter, the Board will participate in a Board retreat. The retreat will be a time to analyze ISAT scores and other assessment data from the prior year; complete a Board self-evaluation; develop/modify a strategic plan; and set measurable performance goals for the Principal based upon his/her last year's performance review, student achievement and growth, school system health, and leadership. The self-evaluation will use an evaluation tool to rate the Board's performance on factors including:

- A solid Board foundation (well-drafted charter contract and Board bylaws, financial and legal status clear and well-understood, strategic plan in place)
- Board operations (new members oriented, members collectively possess a range of expertise, meetings well-planned with clear agendas, strong Board Chair, meeting norms,

minutes are taken and promptly approved, members prepare for meetings and participate constructively, process in place for addressing ineffective, destructive, or absent Board members, committees have clear scope)

- Relationship with Principal (clear performance goals in place, plan for succession, Board has understanding with staff regarding Board vs. Principal responsibilities)
- Budget/Finance (adopts annual budget, monitors budget throughout the year, contracts with independent auditor, adopted a long-term financial plan, fiscal management policies in place, Board oversees fundraising activities)
- Student Achievement (Board has adopted student achievement goals, assessment data is reviewed and analyzed by the Board throughout the year, school reports on student achievement to authorizer)

Based on the self-evaluation, authorizer feedback, and stakeholder input, the Board will develop a training schedule for the upcoming year. The Board will also ensure ongoing training on applicable Idaho laws, policies, and legislation affecting charter schools.

IV. STUDENT DEMAND & PRIMARY ATTENDANCE AREA

Primary Attendance Area and Community Support

As a public charter school, Pinecrest Academy of Lewiston is open to all residents in the State of Idaho. However, PAL's target attendance area will focus on families and students in the Lewiston, Idaho community. PAL's proposed school facility, for at least its first year of operation, will be located at the Boys & Girls Clubs of the Lewis Clark Valley newest facility located in the historic Normal Hill neighborhood on 9th Ave., Lewiston, Idaho 83501.

In order to determine the primary attendance area, our committee to form focused on the traditional public elementary and junior high schools located in the Lewiston community. The school district zoning boundaries of these schools will define the primary attendance area for the purpose of identifying students who are eligible for the relevant preference in PAL's enrollment lottery. Those Lewiston schools include the following traditional public elementary and junior high schools:[21]

Table 6. Enrollment of Lewiston Elementary and Junior High Schools

School Name	Grades Served	Total Enrollment
Camelot Elementary School	K - 5	371
Centennial Elementary School	K - 5	348
McGhee Elementary School	K - 5	265
McSorley Elementary School	K - 5	264
Orchards Elementary School	K - 5	269
Webster Elementary School	K - 5	265
Whitman Elementary School	K - 5	279
Jenifer Junior High School	6 - 8	498
Sacajawea Junior High School	6 - 8	505

Pinecrest Academy of Lewiston will present the families in this community with a high-quality school choice option for their students.

Student Demand and Population

Based on the most recent academic performance information, some of the student populations at Lewiston's traditional public schools have struggled with significant achievement gaps as demonstrated in ***Chart 1*** below:

[21] The enrollment numbers included in this table are based on the School List of the Lewiston Independent District as maintained by the Idaho State Department of Education.

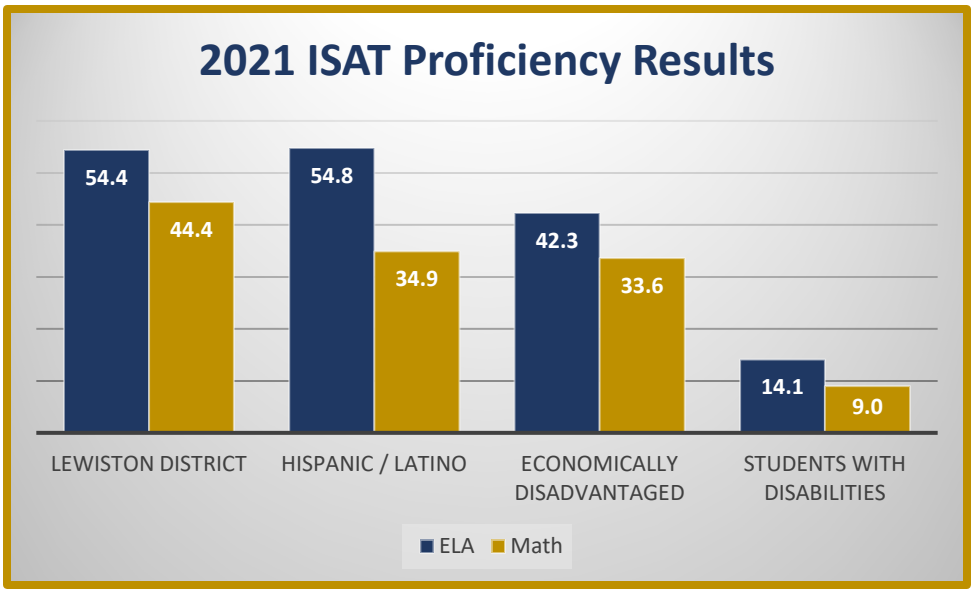


Chart 1. 2021 ISAT Proficiency Results

The proficiency scores shown in ***Chart 1*** above include the results of all students in the Lewiston school district for each of the respective categories of students, including students from Lewiston High School and Tammany High School, even though PAL does not currently anticipate enrolling high school students in its proposed charter school.

Based on these 2021 ISAT results, 54.4% of the traditional public school students in the community demonstrated proficiency in English Language Arts (ELA) while only 44.4% demonstrated proficiency in mathematics. Moreover, these proficiency results are generally lower when examining specific student subgroups, such as Hispanic/Latino students, economically disadvantaged students, and students with disabilities.

Due to various federal and state laws, regulations, and rules, it was necessary for the Idaho Department of Education to redact information for certain student populations (e.g., Asian or Pacific Islander, Black / African American, Native Hawaiian / Other Pacific Islander, Migrant, Limited English Proficiency, and Foster) in order to protect student privacy.

These student proficiency results demonstrate a need for families and students in the Lewiston community to attend a quality school with a rigorous and unique approach to preparing students for success in life. The educational philosophy at Pinecrest is anchored by the key areas of collaboration, communication, creativity, and critical thinking. These four skills have been identified by Partnership for 21st Century Skills as "super skills" necessary to thrive in the future. Pinecrest's educational model ensures that achievement gaps are closed and that every student

progresses using research-based strategies and curriculum that have proven effective for students at all levels, but especially for at-risk students. By providing students with Pinecrest's STEAM and Blended Learning program, students will become competent global citizens who are college- and career-ready.

Pinecrest Academy of Lewiston is a replication of the highly successful Pinecrest Academy charter school network located in both Nevada and Florida. This network has demonstrated success with diverse, at-risk student populations, including students eligible for Free or Reduced-Price Lunch (FRL), ELL students, and Students with Disabilities.

Table 7. Student Demographics of Special Populations

School	ELL %	FRL %	IEP %
State of Idaho[22]	6.0	35.0	11.0
Lewiston[23]	1.0	31.0	12.0
Pinecrest[24]	2.0	23.4	9.5

Moreover, the Pinecrest Academy network of schools in Nevada provides a close representation of the expected student demographics demonstrating that the network's success can be replicated in the Lewiston community.

Table 8. Student Demographic Information by Race/Ethnicity

School	Asian %	Black / African American %	White %	Hispanic / Latino %	American Indian / Alaskan Native	Two or More %	Pacific Islander %
State of Idaho[17]	1.1	1.1	74.4	18.9	1.0	3.1	0.3
Lewiston[18]	0.5	0.4	87.7	4.1	1.3	5.7	0.2
Pinecrest[19]	10.5	6.3	42.0	27.2	0.4	11.6	2.1

In short, PAL recognizes that these demographic projections demonstrate a student population with a variety of backgrounds and needs which will be adequately addressed by the new school.

[22] The student demographic data for the State of Idaho is based on information obtained from the **Idaho State Department of Education**.

[23] The student demographic data for the Lewiston Independent District is based on information obtained from the **Idaho State Department of Education**.

[24] The student demographic data for Pinecrest is based on Demographic Profile data obtained from the **Nevada Accountability Portal** website maintained by the Nevada Department of Education for the 2020-2021 school year.

Enrollment Capacity

PAL plans to open in the fall of 2023, with grades K-5, and will add subsequent grades until it reaches grade 8, as shown in ***Table 9***. The total school capacity is expected to be 510 at full build out.

Table 9. Projected Enrollment

Grade	2023-24	2024-25	2025-26	2026-27	2027-28
K	~~60~~ 50	~~60~~ 50	~~60~~ 50	~~60~~ 50	~~60~~ 50
1	~~60~~ 50	~~60~~ 50	~~60~~ 50	~~60~~ 50	~~60~~ 50
2	~~60~~ 50	~~60~~ 50	~~60~~ 50	~~60~~ 50	~~60~~ 50
3	~~60~~ 30	60	60	60	60
4	30	~~60~~ 30	60	60	60
5	30	~~60~~ 30	~~60~~ 30	60	60
6	-	30	30	~~60~~ 30	60
7	-	-	30	30	~~60~~ 30
8	-	-	-	30	30
Total	~~**300**~~ **240**	~~**360**~~ **300**	~~**420**~~ **360**	~~**480**~~ **420**	~~**510**~~ **450**

Table 7 and ***Table 8*** above show the estimated percentages of special student populations as well as percentages for student demographic subpopulations that are expected to be served at the new PAL campus.

PAL will comply with Idaho's class size ratio goals and has planned for teaching staff accordingly. ***Table 10*** below shows the proposed staffing of the School during the first five school years.

Table 10. Proposed Staffing Model

Teaching Staff	2023-24	2024-25	2025-26	2026-27	2027-28
Classroom Teachers	9	11	13	15	16
SPED Teachers	1	1.5	1.5	2	2
Art Teacher	0	0	0	0	0
Music	0	0	0	0	0
PE Teacher	0	0	0	0	0
Technology (STEM)	0	0	~~0~~ 1	~~0~~ 1	~~0~~ 1
Additional Elective Teachers	0	0	0	0	0
Total Teaching Staff	**10.0**	**12.5**	~~**14.5**~~ **15.5**	~~**17.0**~~ **18.0**	~~**18.0**~~ **19.0**

Admin Support	2023-24	2024-25	2025-26	2026-27	2027-28
Principal	1	1	1	1	1
Assistant Principal	0	0	0	1	1
Counselor / Student Support Advocate / Dean	0	0	0	~~1~~ 0	~~1~~ 0
Office Manager	1	1	1	1	1
Receptionist	0	~~0~~ 1	1	1	1
Teacher Assistants (Including SPED)	0	0	1	~~1~~ 2	~~1.5~~ 3
Campus Monitor/Custodian	~~0~~ 0.5	0.5	1	1	1
Total Admin Support	~~2~~ 2.5	~~2.5~~ 3.5	**5**	**7**	~~7.51~~ 8

Community Partnerships and Local Support

Community partnerships will be extremely important as they help broaden the students' opportunity to be exposed to the quality curriculum and educational experiences during the school day and outside the school day. PAL will seek partnerships with community organizations that enrich the after-school programs, field trips, guest speakers, etc.

Early relationships being cultivated that will help amplify our students' educational experiences include:

- Boys & Girls Club
- Pinecrest Inc.
- AdvancED

PAL's plan for student recruitment involves a wide array of media and materials to promote the School to ensure that the School reaches the widest possible audience in the Lewiston and surrounding communities. Promotional flyers and/or brochures will be distributed via direct mail as well as to community groups and churches to ensure that harder-to-reach families are aware of the School and their eligibility to apply for enrollment. Digital and social media marketing / advertising will be used in order to reach out to a broad audience through ads which direct parents to click on the School's website. Examples of social and digital marketing/ads include: Ads on Facebook, Digital ads on Pandora, Sponsored ads on Instagram, and Google Ads. Informational

materials will be available in multiple languages, as needed. The School commits to using Social Media accounts as a means to promote the School and inform the community of the School's opening. The School will tailor its social media strategies to target specific audiences including local businesses and community organizations.

The School will distribute press releases and/or public service announcements to various media outlets to promote the open enrollment period, open house opportunities, and other essential details about the School and its programs. A banner will also be posted on-site with relevant information, including the School's website information, grade levels to be served, and phone number. PAL will host informational meetings either on the school site or a nearby location which would be accessible to all interested in attending the School. These events would be promoted in the same manner as listed above. During the informational meetings, the School will highlight its program and how it will serve all students.

Once opened, parents and community partners will be encouraged to inform family, friends, and their community groups about the School. Local elected officials and community leaders will be invited to visit the School. They will also be given an update on the program's growth and will be asked to share open enrollment information with their constituents through their newsletter and upcoming community meetings.

If needed, Academica may provide PAL with a start-up loan for operational expenses in its first year of operation, a portion of which could be used for advertising/marketing as outlined in ***Table 11*** below.

Table 11. Start-Up Marketing Plan

Timeline	Item	Cost
~~***December***~~ ***October*** **2022 – ~~*March 2023*~~ *December 2022***	Develop PAL website	$1,500
~~***December***~~ ***October*** **2022 – ~~*March 2023*~~ *December 2022***	Create Facebook page and other possible social media outlets	$0
~~***December***~~ ***October*** **2022 – ~~*March 2023*~~ *December 2022***	Create and print flyers/brochures with information about the educational program	$2,500

~~*January 2023*~~ *October 2022* – **March 2023**	Continue conversations with business and community leaders about the School and its purpose.	$0
~~*March 2023*~~ *November 2022* – **June 2023**	Host informational nights for potential families and collect contact information	$100
~~*March 2023*~~ *December 2022* – **June 2023**	Purchase banners to place at the school site upon approval	$2,500
~~*May 2023*~~ *December 2022* – ~~*August*~~ *March* **2023**	Distribute press releases announcing approval of the school and to promote open enrollment period	$700
~~*May 2023*~~ *December 2022* – ~~*August*~~ *March* **2023**	Create and distribute direct mail pieces that includes additional information about enrollment procedures	$1,500
~~*May 2023*~~ *December 2022* – ~~*August*~~ *March* **2023**	Run social media ads	$1,100
~~*May 2023*~~ *December 2022* – **August 2023**	Host various informational nights for parents interested in learning more about the school program and enrollment procedures	$100

Enrolling Underserved Families

To recruit all students fairly in the target area, PAL will use comprehensive outreach and marketing strategies to ensure that potentially interested students and parents have equal access to apply and enroll at the School. These include recruiting and marketing initiatives that target the entire community, provide information for economically disadvantaged students and families, those who may have limited English proficiency, special physical or academic needs, or may be at risk of academic failure.

PAL will market the opening of the School via multiple modes to ensure that all families are informed of their educational options. A grassroots recruitment campaign is especially important to make sure that "harder-to-reach" families (e.g. single-parent families, low socio-economic households, second language families, etc.) are aware of the choice program and their eligibility to apply for enrollment. A grassroots marketing campaign includes: a School website, Facebook, flyers, direct mailers, advertisements in varying media, building relationships with community groups, and a "door to door" approach. The School will post flyers in local public facilities such

as the post office, community centers, libraries and other locations of public access, and will also use banner advertisement on the proposed location.

Marketing materials will contain inclusive language to inform parents that all students are welcome to apply to PAL regardless of their socioeconomic status, race/ethnicity, home language, or enrolled academic program (Special Education, English Language Learners). The School's website will be built with language translation options. Informational meetings will be hosted at varying times during the day to accommodate different work schedules.

Priority Enrollment Groups

The petition defines "founder" (to be incorporated as Board policy) for the purpose of complying with enrollment preference categories which allows for children of founders to be included in the first priority enrollment group and to account for up to 10% of the School's total enrollment at any given time. Additionally, children of full-time employees will be included in the First Preference Category of the Equitable Selection and Enrollment Process.

Notes on Enrollment Preference Categories

- If so stated in its petition, a new public charter school or replication public charter school may include the children of full-time employees of the public charter school within the first priority group subject to the limitations therein (included in the allowable 10%).
- If so stated in its petition, a public charter school may weigh the school's lottery to preference admission for the following educationally disadvantaged students: students living at or below one hundred eight-five percent (185%) of the federal poverty level, students who are homeless or in foster care, children with disabilities as defined in section 33-2001, Idaho Code, students with limited English proficiency, and students who are at-risk as defined in section 33-1001, Idaho Code.

V. School Leadership & Management

Top-performing charter school networks identify two competencies that will drive our recruitment of an outstanding school leader, *leadership practice* and *student outcomes*.[25]

Leadership practice consists of the actions that principals take to drive increased student outcomes. These actions are described in five categories or standards:

1. *Learning and Teaching* – The actions a principal takes to drive dramatic student achievement gains though the development and support of effective teaching.
2. *Shared Vision, School Culture, and Family Engagement* – The actions a principal takes to create a vision of high achievement supported by a culture of high expectations and family engagement.
3. *Strategic Planning and Systems* – The actions a principal takes to manage and monitor school systems and operations, including those that impact financial and organizational outcomes.
4. *Talent Management* – The actions a principal takes to develop and maintain a high-quality, effective teaching staff.
5. *Personal Leadership and Growth* – The actions a principal takes to demonstrate effective leadership through self-reflection, change management, and clear communication.

To fulfill those endeavors, PAL recognizes that the three domains included in the Idaho Standards for Effective Principals are essential to a successful school.

Domain 1 – School Climate

An educational leader promotes the success of all students by advocating, nurturing, and sustaining a school culture and instructional program conducive to student learning and staff professional development. An educational leader articulates and promotes high expectations for teaching and learning while responding to diverse community interest and needs.

[25] Lettre, S. & Campbell, N. Great Leaders for Great Schools: How Four Charter Networks Recruit, Develop, and Select Principals. Center for American Progress. (2016).

a. *School Culture* – Principal establishes a safe, collaborative, and supportive culture ensuring all students are successfully prepared to meet the requirements for tomorrow's careers and life endeavors.

b. *Communication* – Principal is proactive in communicating the vision and goals of the school or district, the plans for the future, and the successes and challenges to all stakeholders.

c. *Advocacy* – Principal advocates for education, the district and school, teachers, parents, and students that engenders school support and involvement.

Domain 2 – Collaborative Leadership

An educational leader promotes the success of all students by ensuring management of the organization, operations, and resources for a safe, efficient, and effective learning environment. In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs. He or she uses research and/or best practices in improving the education program.

a. *Shared Leadership* – Principal fosters shared leadership that takes advantage of individual expertise, strengths, and talents, and cultivates professional growth.

b. *Priority Management* – Principal organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities.

c. *Transparency* – Principal seeks input from stakeholders and takes all perspectives into consideration when making decisions.

d. *Leadership Renewal* – Principal strives to continuously improve leadership skills through, professional development, self-reflection, and utilization of input from others.

e. *Accountability* – Principal establishes high standards for professional, legal, ethical, and fiscal accountability self and others.

Domain 3 – Instructional Leadership

An educational leader promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported

by the school community. He or she provides leadership for major initiatives and change efforts and uses research and/or best practices in improving the education program.

a. *Innovation* – Principal seeks and implements innovative and effective solutions that comply with general and special education law.

b. *Instructional Vision* – Principal insures instruction is guided by a shared, research-based vision that articulates what students do to effectively learn the subject.

c. *High Expectations* – Principal sets high expectation for all students academically, behaviorally, and in all aspects of student well-being.

d. *Continuous Improvement of Instruction* – Principal has proof of proficiency in assessing teacher performance based upon the Danielson Framework for Teaching. Aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision.

e. *Evaluation* – Principal uses teacher evaluation and other formative feedback mechanisms to continuously improve teacher effectiveness.

f. *Recruitment and Retention* – Principal recruits and maintains a high quality staff.

PAL plans to hire a school leader that promotes success for all students through a positive school culture, effectively communicates the School's mission and vision, and advocates for education to all stakeholders to garner support and involvement. The School's education management organization, Academica, will assist with the advertising of the principal position and collection of application packets. A rubric will be developed with the Board to identify "must haves" in applicants and determine which candidates will be interviewed. Sample interview questions will be provided to the Board, and the Board will be conducting principal interviews and making final decisions on the candidate selected.

The Principal is responsible for communicating school culture to all employees. This process begins during the interview for employment. Candidates for employment at PAL will be screened for beliefs that closely align to the School's mission and vision and have the necessary pedagogical skill set will be offered employment. In addition, every classroom will display PAL's mission and vision. The building's culture will show the beliefs of the School through the consistent mission and vision being posted.

The Principal will promote a collaborative leadership style that fosters shared leadership to capitalize on the expertise of individual leaders within the School and build capacity in teacher leaders through the promotion of professional development opportunities and self-reflection. The school leader will establish accountability for all based on professional, legal, ethical, and fiscal standards. To develop and build leadership capacity, subject-level lead teachers are chosen and provided leadership opportunities. Teacher leaders meet with administration weekly to establish goals and provide feedback. This collaboration with lead teachers will ensure teachers are able to give feedback and directives in collaborative teams with their colleagues.

Collaborative team meetings held daily will ensure that all PAL systems are consistently enforced and evaluated for effectiveness.

Finally, the school leader will have a strong instructional leadership background in order to facilitate the School's vision, goals, continuous improvement of instruction, evaluation of teachers, and the recruiting and hiring of teachers. Through the affiliation with Pinecrest Academy, Inc., current administrators and school leaders will be responsible for coaching and training of the PAL Principal in the domains set forth in the Idaho Principal Evaluation Framework. This evaluation tool focuses on student achievement, instructional leadership, organizational leadership, and professional and ethical behavior, among other criteria. Additionally, the Principal will be evaluated in three stages throughout a school year:

1. Beginning of school year – Establish goals
2. Mid-Year Evaluation (based on Idaho Principal Evaluation Framework)
3. End-of-Year Evaluation (based on Idaho Principal Evaluation Framework)

The Principal and/or designated academic supervisor will conduct formal evaluations of classroom teachers and other instructional personnel annually. Because of its affiliation with Pinecrest Academy, PAL has adopted the Evaluation System for Classroom Teachers, School-Based Administrators, and Other Instructional Personnel developed and copyrighted by the Florida Consortium of Public Charter Schools (FCPCS). This tool will be used to create classroom communities that are intellectually active and where students assume a large part of the responsibility for the success of the lesson through monitoring of their own learning. Teachers will be involved in a collaborative evaluation process between the evaluator and themselves.

PAL's and Pinecrest Academy Inc.'s affiliation is a key partnership in the success of the proposed leadership and curriculum development plans, as PAL plans to replicate the highly successful model of Pinecrest Academy Inc. Pinecrest Academy Inc. has successfully opened and implemented this model and best practices at their schools in Florida and Nevada. With special distributions from the State of Idaho, Professional Development funds and Continuous Improvement Plans and Training funds will be accessed to provide high-quality training to PAL administration and staff to ensure a successful replication.

Pinecrest Academy, Inc. is a high-achieving charter school network that currently operates sixteen schools in Florida and six campuses in Nevada. Since its inception in 2000, the organization has maintained a proven track record of success in raising student achievement while decreasing the achievement gap for disadvantaged student populations. As of the 2016-17 school year, seven Pinecrest schools were designated high-performing schools by the Florida Department of Education having met all criteria specified, and all campuses in Nevada earned 4- or 5-star ratings.

Pinecrest Academy of Lewiston will evaluate its affiliation with Pinecrest Academy, Inc. three times during the year, similar to its evaluation of the Principal and its service provider, Academica. Goals will be established at the outset of the school year and services will be evaluated at a mid- and end-of year evaluation. The rubric used for this evaluation will be approved by Pinecrest's Governing Board.

Each Pinecrest school benefits from the support and scrutiny of several entities including the Governing Board and Academica. The Pinecrest Academy of Lewiston Board will be responsible for the affairs and management of the School and will provide continuing oversight of all school operations. The Governing Board of the School is the ultimate policy-making body that determines the academic direction, approves curriculum, and oversees operation of the School.

In 2017, Pinecrest Academy, Inc. achieved corporate accreditation for their network of schools. This has allowed Pinecrest to create unified standards, policies, and best practices, ensuring that all schools that are replicated stay true to the network's mission, vision, and academic standards. All Pinecrest Academy, Inc. schools share: (1) a common philosophy/expectation of student excellence; (2) a commitment to instill a college bound mindset at every level of education; (3) an assurance to implement rigorous and standards-based instruction; (4) an expectation of parental commitment and partnership in the academic career of their child; (5) a collaborative management

infrastructure to ensure implementation of the Pinecrest model with fidelity; and (6) necessary support for all schools to not only ensure continuous improvement, but also quality outcomes. These commitments and corporate values have yielded success for the Pinecrest schools and further support the organization's capacity to replicate the Pinecrest model.

Leadership Team

The Pinecrest Academy of Lewiston Governing Board will be the ultimate policy-making body with the responsibility of operation and oversight of the School including academic direction, curriculum, and budgetary functions. The policies, procedures, powers, and duties by which the Board will operate, including specific member powers, are detailed in the attached proposed Bylaws. A brief overview of those powers and duties are as follows:

- Ratify the School's mission and vision statements, and any modification thereof;
- Establish and approve all major educational and operational policies;
- Develop and approve an annual budget and financial plan;
- Approve any management, operational, and service contracts;
- Exercise continual oversight of the charter school's operations;
- Select an independent accountant to perform an annual audit, and review and approve the audit report; and
- Hire and supervise an administrator to oversee the operations of the charter school.

The School Principal, hired by the Board, will be responsible for all aspects of day-to-day administration of the School within the scope of operating policies, procedures, and budgetary functions as adopted and approved by the Governing Board. The Principal will delegate duties to administrative support staff to ensure that daily operations, resources, policies, and procedures are being implemented in accordance with the School's mission. The Principal will hire, oversee, and evaluate faculty and staff. The Principal will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the School including procedures for curriculum and instruction, classroom management, faculty and staff evaluation, data analysis, testing, support services, parental communication, professional development, discipline, community outreach, oversight of facilities, and internal financial controls.

Faculty and staff will be responsible for carrying out these procedures in their duties, activities, and interactions with students, teachers, and parents of the School. The Principal will report to the Board on the School's operations and finances and is expected to communicate with the Board as often as needed by the School or Board members to ensure the School's operational needs are met.

PAL will be accountable to the public through the School's goals and accountability measures. Furthermore, Pinecrest Academy of Lewiston will continue to work closely with the Parent-Teacher-Student Organization and the School Accountability Committee to ensure that all members of the community have an active voice in the School's governance and operations.

In compliance with Idaho Standards for Effective Principals, the administrator's evaluation will be based on the following components:

Domain 1 – School Climate

Domain 2 – Collaborative Leadership

Domain 3 – Instructional Leadership

The Governing Board will conduct formal administrator evaluations annually. The evaluation systems for school administrators will:

- Promote success for all students by sustaining a positive school culture and instructional program that is conducive to student learning and continued professional development.
- Foster a collaborative leadership structure by seeking input from stakeholders and establishes high standards for professional, legal, ethical, and fiscal accountability.
- Be designed to support effective instruction and student learning growth, and performance evaluation results must be used when developing school improvement plans.
- Assess teacher performance using the Danielson Framework for Teaching which includes timely feedback and criteria for continuous quality improvement of the professional skills of instructional personnel, and performance evaluation results will be used when identifying professional development.
- Include a mechanism to examine performance data from multiple sources, including opportunities for parents to provide input into employee performance evaluations when appropriate.

- Differentiate among four levels of performance as follows:
    1. Distinguished
    2. Proficient
    3. Basic
    4. Unsatisfactory

Educational Services Provider

The founding team believed that it would be in the best interest of the School to hire an experienced and successful management company to assist in the planning and creation of the new charter school so that the school staff and administration can focus on implementing the School's mission and vision and concentrate on student achievement. Contracting with an EMO will ensure that the business operations are maintained and that the Governing Board is supported. The Committee chose Academica because they have experience in successfully helping to open and support quality charter schools in Idaho, Nevada, Colorado, and Arizona, which currently total twenty-nine campuses and over 30,000 students. In addition, the Committee feels that Academica's services in assisting the Board with financial management, financial oversight, Board meeting management, and statutory compliance will complete tasks that otherwise would require the Board to hire additional staff.

The Committee to Form was initially contacted because of the desire of the Pinecrest Academy network to expand into the State of Idaho. The PAL Board has not entered into any contractual agreement with the proposed educational management organization, and the Committee to Form will continue to do its due diligence in researching services and pricing of other management companies to ensure that Academica is the best fit for the School. All Pinecrest Academy schools in Nevada and Florida contract with Academica as their educational management organization so it was a natural collaboration to begin this journey together.

Academica is one of the nation's longest-serving and most successful charter school service and support organizations. Its mission is to facilitate each Governing Board's vision by handling the "business" of the School, allowing the School to stay student-focused. Academica was founded on the principle that each school is a unique educational environment led by an independent Governing Board. Academica works to help its clients achieve their educational and organizational

goals. Academica's clients maintain complete control over their schools' academic programs, staffing needs, management, and curricula. Pinecrest Academy of Lewiston will benefit from not only the Pinecrest Academy network of schools in Nevada and Florida, but also an existing portfolio of over 150 Academica partner schools nationwide.

Academica staff from Idaho and Nevada will primarily assist Pinecrest Academy of Lewiston in providing services to the school. All Academica schools follow industry best practices in regards to financial policies and procedures in addition to passing annual financial audits.

Contact information for the Chief Operating Officer of Academica Nevada is as follows:

Ryan Reeves, Chief Operating Officer
Academica Nevada
6630 Surrey Street
Las Vegas, NV 89119

For additional information about the academic successes of Academica-supported charters, please see ***Figure 9*** above related to overall graduation rates, ***Figure 10*** related Nevada school star ratings, ***Figure 11*** for top rated public schools in Nevada (including four Pinecrest Academy campuses), ***Figure 12*** for schools rated as "Shining Stars," and ***Figure 13*** for the Academica-supported Pinecrest Inspirada campus which became the first public charter school in Nevada to receive the prestigious National Blue Ribbon education award in the category of Exemplar High Performing Schools.

Role of Service Provider

The role of the EMO, Academica, is to serve at the will and guidance of the Board. Academica will be expected to carry out the defined responsibilities found in their contract in a manner that is consistent with and assists the Board to meet its vision and mission. Academica's services will include, but are not limited to, the following:

- At the Board's direction, prepare agendas and post notices of all Board meetings;
- Assist the Board in locating and securing a school facility;
- Maintain the financial books of the school;
- Assist the Board in creating budgets and financial forecasts;
- Assist the Board in preparing applications for grant funds;

- Assist with school programs (i.e., National School Lunch Program);
- Assist with systems development;
- Assist with procurement of furniture, curriculum, and technology;
- Monitor and assure Compliance with all state reports;
- ~~*Assist the Board in identifying and retaining an employee leasing company;*~~
- Assist with student and teacher recruitment (advertising, job fairs);
- Provide human resources-related services such as dispute resolution and contract preparation and review; and,
- Assist the Board in renewing the School's charter.

As part of the commitment and relationship between PAL and Academica, it is understood and agreed that Academica will NOT do the following:

- Employ the School Administrator or any other licensed personnel;
- Draw orders for the payment of money, as that responsibility is limited strictly to the School's Board and Principal;
- Use fees paid by PAL to subsidize schools located outside of Idaho; and,
- Permit the school's lease and management contract to be conditioned one upon the other.

The payroll and employee leasing company is a third-party vendor that will be providing a service to the school outside of the proposed EMO. That contract agreement is approved by the Board of Directors and the payroll processing fee is accounted for in the School's budget. If Academica has any affiliation with recommended vendors, this will be disclosed to the Board during an Open Meeting prior to entering into any agreements. If the PAL Board does not approve of a vendor recommended by the EMO, there is no impact to the contract with Academica.

As outlined in the proposed Education Service Provider agreement (please see ***Appendix ~~E~~ F3 – Services & Support Agreement*** for more information), all reimbursement of costs incurred by Academica on behalf of the School must be pre-approved by the Board of Directors. The limit on these reimbursements is attributed to the expenses within the School's budget.

Evaluation of the ESP

The Governing Board and the school administration will have an opportunity to provide feedback to Academica a minimum of three times per year through the completion of a Service Evaluation. At the outset of a school year, the Board will establish goals with Academica and will evaluate them twice during the year (a mid- and end-of year evaluation). The Service Evaluation includes a rubric for each department/service within the Academica organization.

Those departments include:

- Board Management
- Facilities
- Finance (Accounting, Accounts Payable, Budget, Payroll)
- Legal Services
- Marketing
- National School Lunch Program
- Procurement
- Registration
- School Resource Development
- State Reporting
- Teacher Recruitment

In evaluating the education service provider, the Board Members and Principal will use the Service Provider Rubric included in ***Appendix ~~E~~ F2 – ESP Evaluation Rubric*** that uses the following rating metrics:

Table 12. Service Provider Rubric

Academica Service Provider Rubric			
Exemplary	**Solid**	**Approaching**	**Unsatisfactory**
The service provider exceeds expectations of the school organization by providing excellent level of service. Provider anticipates problems and responds immediately to urgent requests, working extraordinarily flexible hours to meet the school needs.	The service provider consistently meets all performance expectations in timeliness, accuracy, responsiveness, efficiency, and integrity. In the rare instance of failing to meet expectations, the service provider acknowledges the deficiency and takes clear and decisive action to address it.	The service provider occasionally failed to meet the school organization's expectations or has made a material error but otherwise performed satisfactorily. In response to such failure, the service provider is slow to respond or challenges the facts rather than focusing on solving proactively.	The service provider consistently fails to meet the school organizations expectations, is inflexible when urgent requests are made, does not respond quickly to calls of emails, subverts the school's organization's mission by its actions and behaviors, and does not embody the values of the school

APPENDICES

Financial Summary

Worksheet Instructions: This page will auto-populate as you complete the Pre-Operational and Operational Budget tabs.

Revenue

Anticipated Enrollment for Each Scenario:		222	240	~~360~~ 300	~~450~~ 360
	Pre-Operational Budget	**Break-Even Year 1 Budget**	**Full Enrollment Year 1 Budget**	**Year 2 Budget**	**Year 3 Budget**
Cash on Hand/ Other Revenue Sources	$0.00	$0.00	NA	NA	$0.00
Contributions/ Donations	$0.00	$0.00	$0.00	$0.00	$0.00
Loans	$25,000.00	$0.00	$0.00	$0.00	$0.00
Grants	$0.00	$0.00	$0.00	$0.00	$0.00
Base Support	NA	$366,065.56	$380,435.16	$488,003.47	$635,905.64
Salary and Benefit Apportionment	NA	$746,407.52	$771,277.14	$1,003,810.08	$1,323,638.25
Transportation Allowance	NA	$33,300.00	$36,000.00	$45,000.00	$54,000.00
Special Distributions	NA	$207,108.40	$219,818.00	$308,612.60	$346,187.00
REVENUE TOTAL	**25,000.00**	**$1,352,881.48**	**$1,407,530.30**	**$1,845,426.15**	**$2,359,730.89**

Expenditures

	Pre-Operational Budget	**Break-Even Year 1 Budget**	**Full Enrollment Year 1 Budget**	**Year 2 Budget**	**Year 3 Budget**
Staff and Benefit Totals	$0.00	$771,250.29	$771,250.29	$998,120.77	$1,294,403.03
Educational Program Totals	$0.00	$117,896.80	$154,418.12	$235,838.14	$315,994.44
Technology Totals	$0.00	$41,900.00	$43,160.00	$47,800.00	$54,176.00
Capital Outlay Totals	$0.00	$13,497.00	$14,685.00	$25,575.00	$31,020.00
Board of Directors Totals	$0.00	$22,100.00	$22,600.00	$35,000.00	$37,054.00
Facilities Totals	$0.00	$306,404.00	$306,980.00	$385,910.00	$461,814.20
Transportation Totals	$0.00	$55,500.00	$60,000.00	$75,000.00	$90,000.00
Nutrition Totals	$0.00	$3,000.00	$3,000.00	$3,120.00	$3,240.00
Other	$25,000.00	$21,333.00	$21,120.00	$26,070.00	$39,583.07
EXPENSE TOTAL	**25,000.00**	**$1,352,881.09**	**$1,397,213.41**	**$1,832,433.91**	**$2,327,284.74**
OPERATING INCOME (LOSS)	**-**	**$0.39**	**$10,316.89**	**$12,992.24**	**$32,446.15**
PREVIOUS YEAR CARRYOVER		**-**	**$0.00**	**$10,316.89**	**$12,992.24**
NET INCOME (LOSS)	**-**	**$0.39**	**$10,316.89**	**$12,992.24**	**$32,446.15**

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

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

Pre-Operational Revenue

Line Item / Account	Budget	Assumptions / Details / Sources
Donations and Contributions		Only include secured funds. Sum all donations/contributions here. Provide documentation for each donation/contribution as appendices.
Loans	*25,000.00*	Include documentation that provides the lender, term, rate, and total principal.
Grants		Only include secured grants. Provide documentation of grantor, total amount, and any applicable restrictions or requirements.
Other Revenue		Include details and documentation as necessary.
REVENUE TOTAL	**$25,000.00**	

Additional Notes or Details Regarding Revenues: ***If needed, Academica may provide PAL with a $25,000 start-up loan for operational expenses in their first year of operation. This loan will be a non-recourse loan at an interest rate of 5% over 36 months. There is no prepayment penalty with this loan.***

Pre-Operational Expenditures

Section 1: Staffing

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

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

1c: BENEFITS	Budget		Assumptions / Details / Sources
Type	**Rate**	**Amount**	
Retirement			
Workers comp			
FICA/Medicare			
Group insurance			
Paid time off (provide assumptions)			
BENEFITS TOTAL		**-**	

CERTIFIED & CLASSIFIED STAFF TOTAL	**-**	
TOTAL STAFF & BENEFITS TOTAL	**-**	

Section 2: Educational Program

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

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

2c: SECONDARY PROGRAM	Budget	Assumptions / Details / Sources
Secondary Curriculum		
Secondary Instructional Supplies & Consumables		
Secondary Special Education Curricular Materials		
Secondary Contract Services (provide assumption		Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	-	
EDUCATIONAL PROGRAM TOTAL	-	

Additional Notes or Details Regarding Educational Program Expenditures:

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

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

Section 5: Board of Directors		
Line Item / Account	**Budget**	**Assumptions / Details / Sources**
Board Training		
Legal		
Insurance (property, liability, E & O, etc.)		
Audit		
BOARD OF DIRECTORS TOTAL	**-**	
Additional Notes or Details regarding Board of Directors Expenditures:		

Section 6: Facilities Details (consistent with facilities template)		
Line Item / Account	**Budget**	**Assumptions / Details / Sources**
Mortgage or Lease		
Construction / Remodeling (if applicable)		
Repairs and Maintenance		
Facilities Maintenance Contracts (i.e. snow removal, lawn care, custodial, security, etc.)		
Utilities (i.e. gas, electric, water, etc.)		
Phone		
Other Facilities Related Costs (specify)		
FACILITIES TOTAL	**-**	
Additional Notes or Details Regarding Facilities Expenditures:		

Section 7: Transportation		
Line Item / Account	**Budget**	**Assumptions / Details / Sources**
Daily Transportation		
Special Transportation (i.e. SPED, field trips, etc.		
Other Transportation Costs (specify)		
TRANSPORTATION TOTAL	**$0.00**	
Additional Notes or Details Regarding Transportation Expenditures:		

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

Section 9: Other Expenditures		
Line Item / Account	**Budget**	**Assumptions / Details / Sources**
Marketing	*15,000.00*	*Marketing/Advertising*
Travel	*10,000.00*	*Travel costs associated with recruitment and staff development*
OTHER TOTAL	**25,000.00**	
Additional Notes or Details Regarding Transportation Expenditures: ***Marketing/Advertising - $15,000 for marketing/advertising. Pinecrest Lewiston will market via multiple modes to ensure that all families are informed of their educational options. The marketing campaign includes, but may not be limited to, the following: school website, social media such as Facebook, flyers, direct mailers, advertisements in varying English and Spanish media, building relationships with community groups, and a door-to-door approach.***		

Idaho Public Charter School Commission
Charter Petition: Operational Budgets

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

Operational Revenue

Anticipated Enrollment for Each Scenario:	222	240	~~360~~ 300	~~450~~ 360	
Line Item / Account	**Break-Even Year 1 Budget**	**Break-Even Year 1 Budget**	**Year 2 Budget**	**Year 3 Budget**	**Assumptions / Details / Sources**
Cash on Hand			NA	NA	Secured funds only; include documentation
Donations and Contributions					Secured funds only; include documentation
Loans					Include documentation for lender, term, rate, and total principal and Interest.
Grants					Provide documentation and details.
Entitlement	$366,065.56	$380,435.16	$488,003.47	$635,905.64	Attach the M & O Revenue Template
Salary and Benefit Apportionment	$746,407.52	$771,277.14	$1,003,810.08	$1,323,638.25	Attach the M & O Revenue Template
Transportation Allowance	$33,300.00	$36,000.00	$45,000.00	$54,000.00	
Special Distributions	NA	NA	NA	NA	From the SDE Special Distributions Doc.
Charter School Facilities	$82,140.00	$88,800.00	$111,000.00	$133,200.00	Virtual schools include SDE worksheet
Content and Curriculum	$0.00	$0.00	$0.00	$0.00	
Continuous Improvement Plans and Training	$6,600.00	$6,600.00	$6,600.00	$6,600.00	
Gifted Talented	$0.00	$0.00	$0.00	$0.00	
Leadership Premiums	$0.00	$0.00	$0.00	$0.00	
IT Staffing	$7,500.00	$7,500.00	$7,500.00	$7,500.00	
Math and Science Requirement	$0.00	$0.00	$0.00	$0.00	
Professional Development	$12,600.00	$12,600.00	$13,750.00	$15,130.00	
Safe and Drug-Free Schools	$0.00	$0.00	$4,640.00	$5,300.00	
Technology (i.e. infrastructure)	$39,919.40	$41,048.00	$44,810.00	$48,572.00	
Advanced Opportunities	$0.00	$0.00	$0.00	$0.00	secondary schools only
College and Career Advisors/ Mentors	$0.00	$0.00	$0.00	$0.00	secondary schools only
Literacy Proficiency	$58,349.00	$63,270.00	$73,815.00	$73,815.00	
Limited English Proficient (LEP)	NA	NA	$24,624.00	$28,728.00	
School Facilities (Lottery)	NA	NA	$21,873.60	$27,342.00	
REVENUE TOTAL	**$1,352,881.48**	**$1,407,530.30**	**$1,845,426.15**	**$2,359,730.89**	

Operational Expenditures

Section 1: Staffing

1a: CERTIFIED STAFF	Break-Even Year 1 Budget		Break-Even Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Classroom Teachers	**FTE**	**Amount**	**FTE**	**Amount**	**FTE**	**Amount**	**FTE**	**Amount**	
Elementary Teachers	9.00	391,392.00	9.00	391,392.00	10.00	453,020.00	11.00	518,276.00	
Secondary Teachers	0.00	-	-	-	1.00	45,302.00	2.00	94,232.00	
Specialty Teachers							1.00	47,116.00	
Classroom Teacher Subtotals	9.00	391,392.00	9.00	391,392.00	11.00	498,322.00	14.00	659,624.00	Average classroom size: (K-5-1:25;6-8-1:30)
Special Education	**FTE**	**Amount**	**FTE**	**Amount**	**FTE**	**Amount**	**FTE**	**Amount**	
SPED Director									
Special Education Teacher	1.00	43,488.00	1.00	43,488.00	1.50	67,953.00	1.50	70,674.00	
Special Education Subtotals	1.00	43,488.00	1.00	43,488.00	1.50	67,953.00	1.50	70,674.00	Anticipated % Special Education Students: 10%
Other Certified Staff	**FTE**	**Amount**	**FTE**	**Amount**	**FTE**	**Amount**	**FTE**	**Amount**	
Lead Administrator	1.00	90,000.00	1.00	90,000.00	1.00	91,350.00	1.00	92,720.25	
Assistant Administrator									
Other Certified Staff Subtotals	1.00	90,000.00	1.00	90,000.00	1.00	91,350.00	1.00	92,720.25	
CERTIFIED STAFF TOTAL	**11.00**	**$524,880.00**	**11.00**	**$524,880.00**	**13.50**	**$657,625.00**	**16.50**	**$823,018.25**	

1b: CLASSIFIED STAFF	Break-Even Year 1 Budget		Break-Even Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Position	**FTE**	**Amount**	**FTE**	**Amount**	**FTE**	**Amount**	**FTE**	**Amount**	
Paraprofessionals- General							1.00	20,880.00	
Paraprofessionals- SPED									
Admin / Front Office Staff	1.00	40,000.00	1.00	40,000.00	2.00	62,460.00	2.00	63,452.00	
Other	0.5	11,200.00	0.50	11,200.00	0.50	11,400.00	1.00	23,200.00	
CLASSIFIED STAFF TOTAL	**1.50**	**$51,200.00**	**1.50**	**$51,200.00**	**2.50**	**$73,860.00**	**4.00**	**$107,532.00**	

1c: BENEFITS	Break-Even Year 1 Budget		Break-Even Year 1 Budget		Year 2 Budget		Year 3 Budget		Assumptions / Details / Sources
Type	**Rate**	**Amount**	**Rate**	**Amount**	**Rate**	**Amount**	**Rate**	**Amount**	
Retirement	11.94%	68,783.95	11.94%	68,783.95	11.94%	87,339.31	11.94%	111,107.70	Public Retirement System of Idaho (PERSI)
Workers comp/ FICA/ Medicare	7.72%	44,473.38	7.72%	44,473.38	7.72%	56,470.64	7.72%	71,838.48	
Group Insurance (Medical/Dental)	13.02%	75,000.00	13.02%	75,000.00	15.59%	114,048.00	18.24%	169,740.00	
Paid time off (provide assumptions)	1.20%	6,912.96	1.20%	6,912.96	1.20%	8,777.82	1.20%	11,166.60	
BENEFITS TOTAL		**$195,170.29**		**$195,170.29**		**$266,635.77**		**$363,852.78**	
CERTIFIED & CLASSIFIED STAFF TOTAL		**$576,080.00**		**$576,080.00**		**$731,485.00**		**$930,550.25**	
TOTAL STAFF & BENEFITS TOTAL		**$771,250.29**		**$771,250.29**		**$998,120.77**		**$1,294,403.03**	

Section 2: Educational Program

2a: OVERALL EDUCATION PROGRAM COSTS	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Professional Development	12,600.00	12,600.00	13,750.00	15,130.00	State Professional Dev. Funds
SPED Contract Services	44,400.00	48,000.00	61,500.00	75,600.00	Types of anticipated SPED Contractors: OT, PT, ST @ $175 per student
Affiliation Fee	-	11,517.12	14,918.14	19,595.44	Pinecrest Academy, Inc. Affiliation Fee - 1% of state funds (half going back to the school for Professional Development and the other half going to the national Pinecrest Academy, Inc. organization) - No fee assumed Y1 Breakeven
Authorizer Fee	7,500.00	7,900.00	11,700.00	16,700.00	Estimated Fee
Other Contract Services (i.e. accounting, HR, management)	-	18,000.00	22,500.00	54,000.00	Academica Fee schedule - dependent on student count. *The expenditures for this line item align with Academica's fee schedule based on the correct enrollment numbers of 240 students in Year 1 x $75 per student, 300 students in Year 2 x $75 per student, and 360 students in Year 3 x $150 per student.*
Substitute Teaching Services	17,500.00	17,500.00	21,875.00	27,125.00	10 days x $175 per day per Instructional/Pupil Service staff
Instructional Supplies	14,074.80	15,216.00	19,020.00	22,824.00	instructional supplies (office, classroom, sped, copier, nursing)
OVERALL EDUCATION PROGRAM TOTAL	**$96,074.80**	**$130,733.12**	**$165,263.14**	**$230,974.44**	

2b: ELEMENTARY PROGRAM	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Elementary Curriculum	13,497.00	14,685.00	23,017.50	25,850.00	FFE Lease
Elementary Instructional Supplies & Consumables	8,325.00	9,000.00	40,500.00	45,000.00	$150 per student (Consumables Y1 picked up in FFE Lease)
Elementary Special Education Curricular Material					
Elementary Contract Services (provide assumptio					
ELEMENTARY PROGRAM TOTAL	**$21,822.00**	**$23,685.00**	**$63,517.50**	**$70,850.00**	

2c: SECONDARY PROGRAM	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Secondary Curriculum			2,557.50	5,170.00	FFE Lease
Secondary Instructional Supplies & Consumables			4,500.00	9,000.00	$150 per student (Consumables Y1 picked up in FFE Lease)
Secondary Special Education Curricular Materials					
Secondary Contract Services (provide assumption					Types of anticipated Contractors:
SECONDARY PROGRAM TOTAL	**-**	**-**	**7,057.50**	**14,170.00**	
EDUCATIONAL PROGRAM TOTAL	**$117,896.80**	**$154,418.12**	**$235,838.14**	**$315,994.44**	

Additional Notes or Details Regarding Educational Program Expenditures:

Assumes Pinecrest Lewiston will contract with Academica [*Maximum* Management Fee - $450 per student (little to no fee will be charged until financially stable *based upon provision 21 of the parties' proposed Charter School Services and Support Agreement which explicitly provides that Academica "will consider lowering the fee should the school experience financial distress" as well as Academica's recent elections to forego collecting a management fee from either of its two existing Idaho charter schools while they continue efforts to increase student enrollment*)] - Academica is an Educational Management Service Provider whose services to Pinecrest Lewiston shall include, but may not be limited to, the following:

- **Identification, design, and procurement of facilities and equipment**
- **Staffing recommendations and human resource coordination**
- **Regulatory compliance and state reporting**
- **Legal and corporate upkeep**
- **Public relations and marketing**
- **The maintenance of the books and records of the charter school**
- **Bookkeeping, budgeting and financial forecasting**

Academica Management Fee Schedule:

Student Count	Fee
175 or less	$0.00
176 - 225	$10,000.00 Flat Fee
226 - 325	$75.00 per student
326 - 425	$150.00 per student
426 - 525	$225.00 per student
526 - 624	$300.00 per student
625 or more	$450.00 per student

FFE Lease: Instructional Equipment / Computers / Furniture / Fixtures - Utilizing Academica's standing relationship with the lending institution Vectra Bank will allow Pinecrest Lewiston to lease all their furniture, fixtures, and equipment in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of 48 months or an early purchase option in the 45th month for a 6% residual. The proposed campus will likely enter into this lease agreement in their first year of operation. Pinecrest Lewiston budgets $1,000 per student to outfit the entire school in its first year at a 5% interest rate over 4 years. These projected totals are divided into the three equipment categories: Curriculum, Technology, & Furniture/Fixtures. Instructional items may also be purchased using the funds from these leases. Pinecrest Lewiston believes the equipment costs listed above are adequate and viable to account for the anticipated student enrollment each year based on the experience of Academica Idaho.

Section 3: Technology

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Internet Access	6,050.00	6,050.00	6,600.00	6,996.00	
SiS Software (Infinite Campus)	10,444.00	10,480.00	3,100.00	3,220.00	Student Information Software System
Contracted Services	7,500.00	7,500.00	7,500.00	7,500.00	Contracted IT- correlates to IT Staffing special distribution
Technology Software & Licenses	4,000.00	4,000.00	4,250.00	4,500.00	
Computers for Staff Use	2,781.20	3,026.00	5,270.00	6,392.00	
Computers for Student Use	4,171.80	4,539.00	7,905.00	9,588.00	
Other Technology Hardware (i.e. document cameras, projectors, etc.)	6,953.00	7,565.00	13,175.00	15,980.00	
TECHNOLOGY TOTAL	**$41,900.00**	**$43,160.00**	**$47,800.00**	**$54,176.00**	

Additional Notes or Details Regarding Technology Expenditures:
FFE Lease: Instructional Equipment / Computers / Furniture / Fixtures - Utilizing Academica's standing relationship with the lending institution Vectra Bank will allow Pinecrest Lewiston to lease all their furniture, fixtures, and equipment in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of 48 months or an early purchase option in the 45th month for a 6% residual. The proposed campus will likely enter into this lease agreement in their first year of operation. Pinecrest Lewiston budgets $1,000 per student to outfit the entire school in its first year at a 5% interest rate over 4 years. These projected totals are divided into the three equipment categories: Curriculum, Technology, & Furniture/Fixtures. Instructional items may also be purchased using the funds from these leases. Pinecrest Lewiston believes the equipment costs listed above are adequate and viable to account for the anticipated student enrollment each year based on the experience of Academica Idaho.

Section 4: Non-Facilities Capital Outlay

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Furniture (school-wide)	10,122.75	11,013.75	19,181.25	23,265.00	
Kitchen Equipment (warming oven, salad bar, etc	3,374.25	3,671.25	6,393.75	7,755.00	
Other Capital Outlay (i.e. library, kitchen small wares, maintenance equipment, etc.)					
CAPITAL OUTLAY TOTAL	**$13,497.00**	**$14,685.00**	**$25,575.00**	**$31,020.00**	

Additional Notes or Details Regarding Non-Facilities Capital Outlay Expenditures:
FFE Lease: Instructional Equipment / Computers / Furniture / Fixtures - Utilizing Academica's standing relationship with the lending institution Vectra Bank will allow Pinecrest Lewiston to lease all their furniture, fixtures, and equipment in the first year of the school over a 48-month period. The lease will include a 5% residual purchase option at the end of 48 months or an early purchase option in the 45th month for a 6% residual. The proposed campus will likely enter into this lease agreement in their first year of operation. Pinecrest Lewiston budgets $1,000 per student to outfit the entire school in its first year at a 5% interest rate over 4 years. These projected totals are divided into the three equipment categories: Curriculum, Technology, & Furniture/Fixtures. Instructional items may also be purchased using the funds from these leases. Pinecrest Lewiston believes the equipment costs listed above are adequate and viable to account for the anticipated student enrollment each year based on the experience of Academica Idaho.

Section 5: Board of Directors

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Board Training	6,600.00	6,600.00	6,600.00	6,600.00	
Legal	500.00	1,000.00	1,500.00	1,500.00	
Insurance (property, liability, E & 0, etc.)	15,000.00	15,000.00	15,900.00	16,854.00	
Audit	-	-	11,000.00	12,100.00	Annual Audit Fee - First Years audit will take place Sept/Oct. of the following fiscal Year
BOARD OF DIRECTORS TOTALS	**$22,100.00**	**$22,600.00**	**$35,000.00**	**$37,054.00**	

Additional Notes or Details Regarding Board of Directors Expenditures:

Section 6: Facilities Details (consistent with facilities template)

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Mortgage or Lease	240,000.00	240,000.00	306,000.00	374,400.00	anticipated lease payments
Construction / Remodeling (if applicable)					
Repairs and Maintenance	10,000.00	10,000.00	14,000.00	18,000.00	Misc. Maint. & Repairs
Facilities Maintenance Contracts (i.e. snow removal; trash; lawn care, custodial, security, etc.)	47,604.00	48,180.00	56,310.00	59,454.20	Contracted Janitorial, Snow, Lawn Maintenance
Utilities (i.e. gas, electric, water, etc.)	4,950.00	4,950.00	5,400.00	5,508.00	most utility expenses covered in lease
Phone	3,850.00	3,850.00	4,200.00	4,452.00	
Other Facilities Related Costs (specify)					
FACILITIES TOTAL	**$306,404.00**	**$306,980.00**	**$385,910.00**	**$461,814.20**	

Additional Notes or Details Regarding Facilities Expenditures:

The Pinecrest Lewiston Board will secure a facility lease in time for the commencement of school operations. Pinecrest Lewiston has set aside $1,000 per pupil for facility rent in its first year increasing by $50 per student each year. Assumes Pinecrest Lewiston will utilize a facility of approx. 40,000 sq. ft. The facility will allow for necessary classrooms, computer labs, science labs, multi-purpose room, and office space needed. Academica manages over one-hundred schools nationwide, with a majority that have facilities with the model of adequate square feet per students that the anticipated facility will offer. Discussions regarding a facility lease agreement has yet to be finalized; however, this projection provides a more than adequate depiction of the anticipated rental cost.

Section 7: Transportation

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Daily Transportation	$55,500.00	$60,000.00	$75,000.00	$90,000.00	
Special Transportation (i.e. SPED, field trips, etc					
Other Transportation Costs (specify)					
TRANSPORTATION TOTAL	**$55,500.00**	**$60,000.00**	**$75,000.00**	**$90,000.00**	

Additional Notes or Details Regarding Transportation Expenditures:
Pinecrest Lewiston will look to provide transportation to and from school and will contract out the service in its first few years. The budget has been based on rates paid by schools working with Academica. The budget reflects the transportation allowance of 60% of the projected transportation expenses *which is included in the Operational Revenue section of this budget worksheet*. The transportation expenses are assumed at $250 per student. Once established, the Pinecrest Lewiston governing board will seek the appropriate bids for a bus transportation provider in compliance with Idaho Code.

Section 8: Nutrition Program

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Food Costs	3,000.00	3,000.00	3,120.00	3,240.00	
Non-Food Costs					
NUTRITION TOTAL	**$3,000.00**	**$3,000.00**	**$3,120.00**	**$3,240.00**	

Additional Notes or Details Regarding Other Expenditures:
Standard kitchen equipment is factored into the amount of the anticipated building space and may include up to an oven, warming cabinet, double door refrigerator, and single door freezer. These items are included in the schools anticipated FFE lease mentioned in more detail in the subsection above. Additional start-up expenses may include food thermometers, a prep table, oven mitts, single use gloves, and other kitchen supplies. Administrative costs are minimal and may include a date-stamp, envelopes, and mailing stamps. The school will seek to contract with a Vendor/School District to prepare specified meals under the National School Lunch Program (NSLP). The school will administer the application process for all free and reduced-price meals and will submit claims for reimbursement to the state. The budget assumes that meals will be paid for by students not eligible for these programs. The amount of $3,000 per year has been budgeted in Year 1 - 3 for any potential overages or one-time costs associated with providing food services.

Section 9: Other Expenditures

Line Item / Account	Break-Even Year 1 Budget	Break-Even Year 1 Budget	Year 2 Budget	Year 3 Budget	Assumptions / Details / Sources
Copier / Printing	12,000.00	12,000.00	12,360.00	12,730.80	
Dues & Fees	*5,620.00*	5,620.00	8,370.00	8,370.00	*Dues and fees for school association fees and/or teachers' membership in professional educational organizations.*
Start-up Loan Repayments				*12,062.27*	*Academica Start-up loan repayment*
Payroll Services	*3,713.00*	3,500.00	5,340.00	6,420.00	
OTHER TOTAL	**$21,333.00**	**$21,120.00**	**$26,070.00**	**$39,583.07**	

Additional Notes or Details Regarding Other Expenditures:

Cash Flow Operational Year 1														
	Year 1 Budgeted	JUL	AUG	SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUNE	Total
Student Enrollment Capacity	240													
Revenue														
Donations and Contributions	0													*$0.00*
Loans	0													*$0.00*
Grants	0													*$0.00*
Entitlement	372,826	$ 95,108.79	$114,130.55			$45,652.22			$76,087.03			$41,847.87		*$372,826.46*
Salary and Benefit Apportionme	755,852	$192,819.28	$231,383.14			$92,553.26			$154,255.43			$84,840.49		*$755,851.59*
Transportation Allowance	*35,280*	*$9,000.00*	*$10,800.00*			*$4,320.00*			*$7,200.00*			*$3,960.00*		*$35,280.00*
Special Distributions	219,818								$54,954.50			$164,863.50		*$219,818.00*
Total Revenue	$1,383,776.05	$296,928.07	$356,313.69	$0.00	$0.00	$142,525.48	$0.00	$0.00	$292,496.96	$0.00	$0.00	$295,511.85	$0.00	$1,383,776.05
Expenditures														
Salaries and Benefits	718,418	$11,438.23	64,270.86	$64,270.86	$64,270.86	$64,270.86	$64,270.86	$64,270.86	$64,270.86	$64,270.86	$64,270.86	$64,270.86	$64,270.86	*$718,417.66*
Education Program	154,418		14,038.01	$14,038.01	$14,038.01	$14,038.01	$14,038.01	$14,038.01	$14,038.01	$14,038.01	$14,038.01	$14,038.01	$14,038.01	*$154,418.12*
Technology Totals	43,160		3,923.64	$3,923.64	$3,923.64	$3,923.64	$3,923.64	$3,923.64	$3,923.64	$3,923.64	$3,923.64	$3,923.64	$3,923.64	*$43,160.00*
Capital Outlay Totals	14,685		1,335.00	$1,335.00	$1,335.00	$1,335.00	$1,335.00	$1,335.00	$1,335.00	$1,335.00	$1,335.00	$1,335.00	$1,335.00	*$14,685.00*
Board of Directors	22,600		2,054.55	$2,054.55	$2,054.55	$2,054.55	$2,054.55	$2,054.55	$2,054.55	$2,054.55	$2,054.55	$2,054.55	$2,054.55	*$22,600.00*
Facilities	306,980	25,581.67	25,581.67	25,581.67	$25,581.67	$25,581.67	$25,581.67	$25,581.67	$25,581.67	$25,581.67	$25,581.67	$25,581.67	$25,581.67	*$306,980.00*
Transportation	60,000		5,454.55	5,454.55	$5,454.55	$5,454.55	$5,454.55	$5,454.55	$5,454.55	$5,454.55	$5,454.55	$5,454.55	$5,454.55	*$60,000.00*
Nutrition	3,000		272.73	272.73	$272.73	$272.73	$272.73	$272.73	$272.73	$272.73	$272.73	$272.73	$272.73	*$3,000.00*
Other	21,120		1,920.00	1,920.00	$1,920.00	$1,920.00	$1,920.00	$1,920.00	$1,920.00	$1,920.00	$1,920.00	$1,920.00	$1,920.00	*$21,120.00*
Total Expenditures	$1,344,380.78	$37,019.89	$118,850.99	$118,850.99	$118,850.99	$118,850.99	$118,850.99	$118,850.99	$118,850.99	$118,850.99	$118,850.99	$118,850.99	$118,850.99	$1,344,380.78
Cash Flow														
Operational Cash Flow		$259,908.18	$237,462.70	($118,850.99)	($118,850.99)	$23,674.49	($118,850.99)	($118,850.99)	$173,645.97	($118,850.99)	($118,850.99)	$176,660.86	($118,850.99)	$39,395.27
Cash on Hand	$0.00	-	$259,908.18	$497,370.88	$378,519.89	$259,668.90	$283,343.39	$164,492.40	$45,641.41	$219,287.38	$100,436.39	($18,414.60)	$158,246.26	
Cash End of Period		$259,908.18	$497,370.88	$378,519.89	$259,668.90	$283,343.39	$164,492.40	$45,641.41	$219,287.38	$100,436.39	($18,414.60)	$158,246.26	$39,395.27	$39,395.27

IDAHO PUBLIC CHARTER SCHOOL COMMISSION

PETITION FACILITY OPTIONS TEMPLATE

◆ ◆ ◆ ◆ ◆

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

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

Alan Reed, Chairman
Tamara Baysinger, Director

UPDATED 7/25/18

New Charter Petition Facility Option 1

Location Address	~~1021 Burrell Avenue~~ 1212 9th Avenue, Lewiston Idaho					
Facility Information	Anticipate Move-In Date	7/15/2023	Facility Type	Existing Building Remodel	Facility Status	Likely (board preferred site, actively pursuing)
Budget Location	Please indicate if this option is reflected as an expenditure in the budget template. Yes. The budgeted rent for this facility is $1,000 per student per year. Note: A facility option may be true for only your first year with a different option in subsequent years, or a scaled-down option may be presented in the break-even budget only. Sometimes a facility option is presented as evidence that the petitioners have explored multiple facilities, but only one plan is reflected in the budget.				Year 1 Budget Only	
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:	Boys and Girls Club of Lewis Clark Valley Inc.				
	Physical Address of Home Office:	1021 Burrell Ave., Lewiston Idaho				
	Website Address:	https://poweroftheclub.org				
	Company Contact:	Jon Evans				
	Company Contact Phone Number:	(208) 746-2301				

Additional Information – Facility Option 1

Please include any information pertinent to Facility Option 1 that is not already included in Section II (Finance and Facilities Plan) of the petition. Include attachments referenced here or throughout the petition in Attachment F. Links in the final PDF are appreciated.

Facility Option 1 - Details

Please describe the costs involved with this option and the structure of any arrangements the school has made (or intends to make) in order to secure and sustain this facility option. Adjust descriptions and add columns as necessary.

Description of Start-Up Costs	Cost Estimate (Refer to appropriate documentation in Attachments)	Responsible Party (Board or Name of Contractor)
Land purchase (if applicable)	N/A	
Land development (include grading, utilities, etc.)	N/A	
Parking, curb, lighting (if applicable)	N/A	
Permits and applicable studies (as applicable)	N/A	
Delivery and set up of modular units (if applicable)	N/A	
Remodel estimate (if applicable)	N/A	Boys and Girls Club of Lewis Clark Valley Inc.
Other		
Total One-Time Costs	$0	
Description of Lease/Rent/Purchase Plan	**Details (Refer to appropriate documentation in Attachments)**	
Annual Lease / Rent / Mortgage Payment		
Lease term	Proposed lease term shall be five (5) years	
Interest rate	N/A ($1,000 per Student per Year)	
Rate escalator (if applicable, please describe)	2% Annual Escalator	
In which operating year does the school intend to purchase (if option to purchase is applicable)	Choose an item.	
Capitalization rate at purchase (if applicable)	N/A	
Other	N/A	

Please include any additional narrative here.
Please see attached proposed Term Sheet to Boys and Girls Club of Lewis Clark Valley Inc.

Date: October 21, 2022

To: Lewiston Boys and Girls Club
c/o

Re: Offer: Proposed lease of premises

The Property: RPL 1120015001A, RPL1120018001A, and RPL 1120037001Aw

Landlord: Lewiston Boys and Girls Club

Dear Boys and Girls Club:

Pinecrest Academy of Lewiston is pleased to present this term sheet (the "Term Sheet") concerning Tenant's lease of the Property described below. The School intends to lease and operate a public charter school within the facilities located on parcels RPL 1120015001A, RPL1120018001A, and RPL 1120037001A as detailed below:

1. Lease of The Property

Tenant's proposal to lease the Property

1) Lease term shall be five years ending July 31, 2028
2) Lease rate shall be $800 per student applied to the school's reported enrollment to the State of Idaho in November. The estimated enrollment for 2023-24 school year is 150 students. Estimated enrollment for 2024-25 is 230 students.
3) Rent shall be paid monthly by the 1st of each month starting August 2023.
4) Rent shall be adjusted annually starting July 1st based upon the estimated enrollment figures provided by the School.
5) Leased Facility Space:
   a) Year 1:
      i) Facility A: School shall have access to kitchen, gymnasium and restrooms after completion of construction.
      ii) Facility B: School shall have exclusive use of this building.
      iii) Facility C: If student enrollment is greater than 150 students School shall access to Facility C during school hours.
      iv) Outdoor Areas: School shall have use of parking lots and outdoor areas on parcels RPL 1120015001A, RPL1120018001A, and RPL 1120037001A.
   b) Year 2-5:
      i) Facility A: School shall have access to kitchen, gymnasium and restrooms.
         (1) School shall access to classrooms in Facility A if enrollment is greater than 230 students, during school hours.
      ii) Facility B: School shall have exclusive use of this building.

iii) Facility C: If enrollment of School is greater than 150 students School shall have exclusive use of building during school year.
iv) Outdoor Areas: School shall have use of parking lots and outdoor areas on parcels RPL 1120015001A, RPL1120018001A, and RPL 1120037001A.

2. **Contingencies**

Tenant's obligation to lease the Property shall be subject to Tenant's satisfaction or waiver, of the following contingencies:

(a) Tenant entering into a lease agreement with landlord secured by Tenant (the "Tenant"), on such other terms and conditions as may be satisfactory to Tenant and Tenant; and

(b) Tenant's obtaining such governmental entitlements, approvals and permits and private party consents as may be required to operate a public charter school within the facilities and site outlined in section 1 of this term sheet. Owner and Tenant agree that this proposal is not an offer to lease but rather an attempt to establish a basis of understanding to allow both parties to proceed in good faith, and both parties further acknowledge that only a fully executed lease shall constitute a legally binding agreement.

This letter shall embody the basic understanding between the parties. Please return a signed copy to my attention no later than December 30th, 2022 at 5pm MST. Once this letter has been executed and corporate approval has been obtained, Tenant will prepare its standard lease or purchase agreement.

Thanks for your assistance in this matter. I look forward to your prompt response.

Very truly yours,

School Name
Board Chair

Lessor
B&GC Lewiston
Acknowledged and Approved (Landlord):

Lessee
Pinecrest Academy of Lewiston
Acknowledged and Approved (Tenant):

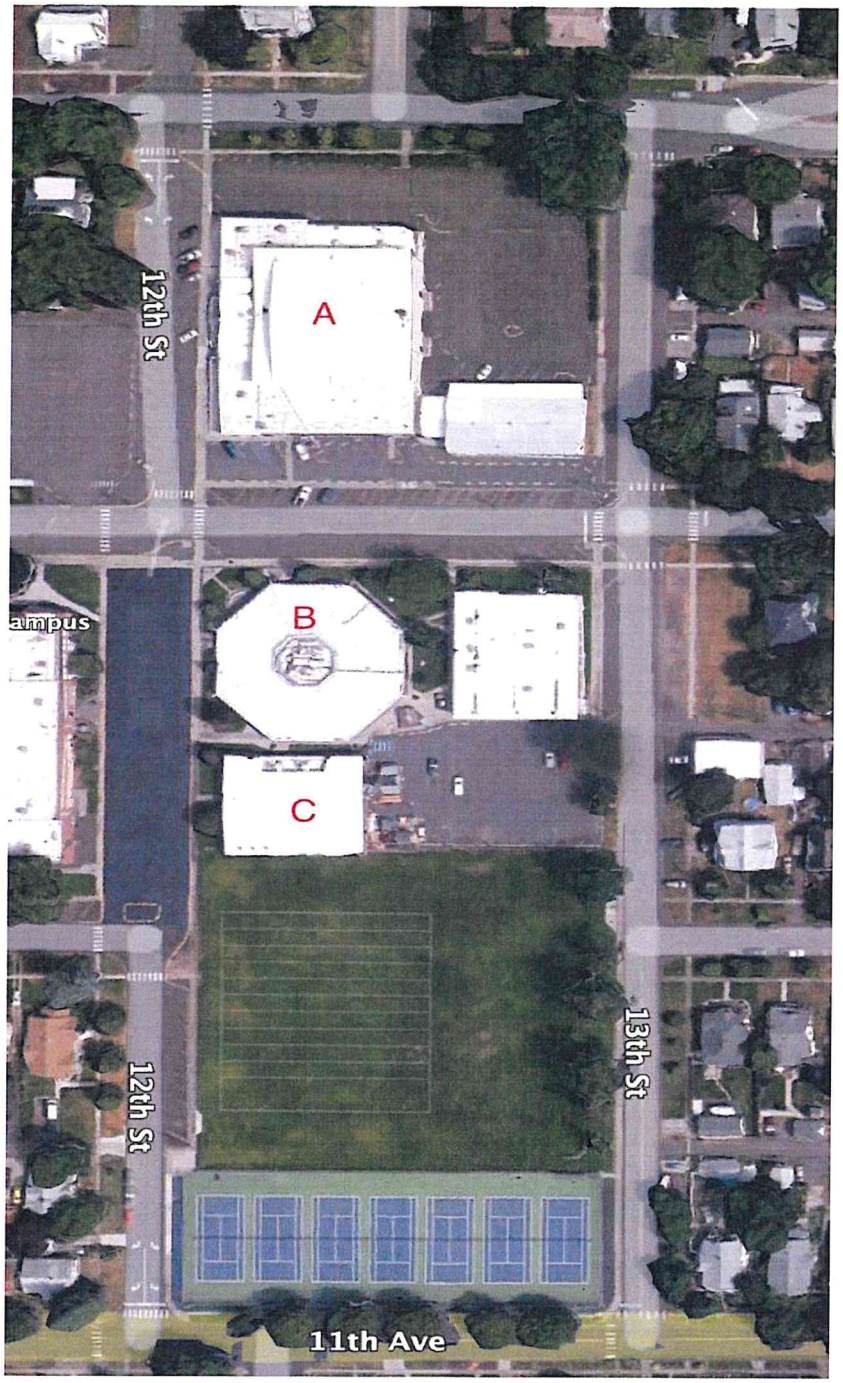
By:_____

Date:_____

By: Anna Wilson (Oct 25, 2022 21:48 PDT)

Date: Oct 25, 2022

EXHIBIT "A"



IDAHO PUBLIC CHARTER SCHOOL COMMISSION

PETITION FACILITY OPTIONS TEMPLATE

◆ ◆ ◆ ◆ ◆

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

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

Alan Reed, Chairman
Tamara Baysinger, Director

UPDATED 7/25/18

New Charter Petition Facility Option 2						
Location Address	1330 Powers Avenue, Lewiston Idaho					
Facility Information	Anticipate Move-In Date	7/15/2023	Facility Type	Existing Building Remodel	Facility Status	Possible (research in progress)
Budget Location	Please indicate if this option is reflected as an expenditure in the budget template. No. Note: A facility option may be true for only your first year with a different option in subsequent years, or a scaled-down option may be presented in the break-even budget only. Sometimes a facility option is presented as evidence that the petitioners have explored multiple facilities, but only one plan is reflected in the budget.				Not Reflected in Budget	
Vendor/ Developer/ Contractor Information (if applicable)	Company Name:	CrossPoint Alliance Church				
	Physical Address of Home Office:	1330 Powers Avenue, Lewiston Idaho				
	Website Address:	https://crosspointlew.org/				
	Company Contact:	Andrew Wilson				
	Company Contact Phone Number:	(208) 743-3000				

Additional Information – Facility Option 2

Please include any information pertinent to Facility Option 1 that is not already included in Section II (Finance and Facilities Plan) of the petition. Include attachments referenced here or throughout the petition in Attachment F. Links in the final PDF are appreciated.

Facility Option 2 - Details

Please describe the costs involved with this option and the structure of any arrangements the school has made (or intends to make) in order to secure and sustain this facility option. Adjust descriptions and add columns as necessary.

Description of Start-Up Costs	Cost Estimate (Refer to appropriate documentation in Attachments)	Responsible Party (Board or Name of Contractor)
Land purchase (if applicable)	N/A	
Land development (include grading, utilities, etc.)	N/A	
Parking, curb, lighting (if applicable)	N/A	
Permits and applicable studies (as applicable)	N/A	
Delivery and set up of modular units (if applicable)	N/A	
Remodel estimate (if applicable)	N/A	
Other		
Total One-Time Costs	$0	
Description of Lease/Rent/Purchase Plan	**Details (Refer to appropriate documentation in Attachments)**	
Annual Lease / Rent / Mortgage Payment		
Lease term	N/A	
Interest rate	N/A	
Rate escalator (if applicable, please describe)	N/A	
In which operating year does the school intend to purchase (if option to purchase is applicable)	Choose an item.	
Capitalization rate at purchase (if applicable)	N/A	
Other	N/A	

Please include any additional narrative here.

0004833606

STATE OF IDAHO
Office of the secretary of state, Lawerence Denney
ARTICLES OF INCORPORATION (NONPROFIT)
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $30.00

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File #: 0004833606
Date Filed: 7/28/2022 11:15:15 AM

Articles of Incorporation (Nonprofit)	
Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee $30)
Article 1: Corporation Name	
Entity name	Pinecrest Academy of Lewiston, Inc.
Article 2: Effective Date	
The corporation shall be effective	when filed with the Secretary of State.
Article 3: Purpose	
The purpose for which the corporation is organized is:	Educational
Article 4: Voting Members:	
The corporation	does not have voting members.
Article 5: Asset Distribution on Dissolution	
Upon dissolution the assets shall be distributed:	other asset distribution:
Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. If, at any time and for any reason, the Corporation's charter is revoked or the Corporation is dissolved, all assets, after satisfaction of all outstanding claims by creditors, shall be disposed of to the State of Idaho or the sponsor to dispose of according to applicable laws and appropriate regulations.	
Article 6: IRS Designation	
Is this nonprofit a 501(c)3?	Yes
501(c)3 purpose for which the corporation is organized:	The purpose and mission of the Corporation is to provide a high quality education to children from Kindergarten (K) to Twelfth (12th) grade and shall be operated exclusively for educational objectives and purposes. Additionally, the purpose of the Corporation is to engage in any lawful act or activity for which nonprofit corporations may be organized under the laws of the State of Idaho, as they may be amended from time to time. Within the framework and limitations of the foregoing, the School is organized exclusively for one or more of the purposes as contemplated and specified in Sections 170(c)(2) and 501(c)(3) of the Internal Revenue Code.
Article 7: The mailing address of the corporation shall be:	
Mailing Address	6630 SURREY ST LAS VEGAS, NV 89119-3928
Article 8: Registered Agent Name and Address	

B0727-5094 07/28/2022 11:16 AM Received by ID Secretary of State Lawerence Denney

Registered Agent

INCORP SERVICES, INC.
Commercial Registered Agent
Physical Address
1310 S VISTA AVE
STE 28
BOISE, ID 83705
Mailing Address
1310 S VISTA AVE
STE 28
BOISE, ID 83705

☒ I affirm that the registered agent appointed has consented to serve as registered agent for this entity.

Article 9: Incorporator Name(s) and Address(es)

Name	Incorporator Address
Michael Muehle	6630 SURREY ST LAS VEGAS, NV 89119-3928

Article 10: Director Name(s) and Address(es)

Name	Title	Director Address
Mike Kingsley	Director	[redacted]
Jonathan Evans	Director	[redacted]
Anna Wilson	Director	[redacted]
Royal Toy	Director	[redacted]
Paul Merrill	Director	[redacted]
Nate Hercula	Director	[redacted]

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

Michael Muehle — Michael Muehle

07/28/2022 — Date

B0727-5095 07/28/2022 11:16 AM Received by ID Secretary of State Lawerence Denney

0004863899

STATE OF IDAHO
Office of the secretary of state, Lawerence Denney
ARTICLES OF AMENDMENT (NONPROFIT CORP)
Idaho Secretary of State
PO Box 83720
Boise, ID 83720-0080
(208) 334-2301
Filing Fee: $30.00

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-FILED-
File #: 0004863899
Date Filed: 8/17/2022 2:57:01 PM

Articles of Amendment (Nonprofit Corporation)

Select one: Standard, Expedited or Same Day Service (see descriptions below)	Standard (filing fee $30)
The current name of the nonprofit corporation is:	Pinecrest Academy of Lewiston, Inc.
The file number of this entity on the records of the Idaho Secretary of State is:	0004833606

Article 1: Corporation Name

Change Corporation Name?	I do not want to change the name of the corporation

Article 2: Adoption

Date of Adoption:	08/17/2022
Select the manner of adoption:	

Article 3: Purpose

Select the purpose of this non-profit	Educational

Article 4: Voting Members

The corporation does not have voting members.

Article 5: Upon dissolution the assets shall be distributed:

other asset distribution:

Upon the dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of section 501 (c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes. If, at any time and for any reason, the Corporation's charter is revoked or the Corporation is dissolved, all assets, after satisfaction of all outstanding claims by creditors, shall be disposed of to the State of Idaho or the sponsor to dispose of according to applicable laws and appropriate regulations.

Article 6: IRS Designation

Is this nonprofit a 501(c)3?	Yes
501(c)3 purpose for which the corporation is organized:	The purpose and mission of the Corporation is to provide a high quality education to children from Kindergarten (K) to Twelfth (12th) grade and shall be operated exclusively for educational objectives and purposes. Additionally, the purpose of the Corporation is to engage in any lawful act or activity for which nonprofit corporations may be organized under the laws of the State of Idaho, as they may be amended from time to time. Within the framework and limitations of the foregoing, the School is organized exclusively for one or more of the purposes as contemplated and specified in Sections 170(c)(2) and 501 (c)(3) of the Internal Revenue Code.

Article 7: Mailing Address

6630 SURREY ST
LAS VEGAS, NV 89119-3928

Article 8: Director Name(s) and Address(es)

Name	Title	Director Address

B0734-1024 08/17/2022 2:57 PM Received by ID Secretary of State Lawerence Denney

Mike Kingsley	Director	[redacted]
~~Jonathan Evans~~	~~Director~~	[redacted]
Anna Wilson	Director	[redacted]
Royal Toy	Director	[redacted]
Paul Merrill	Director	[redacted]
Nate Hercula	Director	[redacted]

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

Anna Wilson
Sign Here

08/17/2022
Date

Job Title Director

B0734-1025 08/17/2022 2:57 PM Received by ID Secretary of State Lawerence Denney

BYLAWS OF
PINECREST ACADEMY OF LEWISTON

ARTICLE I
INTRODUCTION AND LEGAL STATUS

Section 1. Name, Location and Address. The name of the charter school is PINECREST ACADEMY OF LEWISTON (the "School"). The School, is located in Lewiston, Idaho. The address is 1212 9th Ave, Lewiston, ID 83501.

Section 2. Legal Status. The School is a charter school pursuant to Idaho's Public Charter Schools Act. The School will be organized as a nonprofit corporation under the Idaho nonprofit corporation act. The Governing Board of the School is an independent body under the authorization of Idaho Public Charter School Commission. The Governing Board will also be the Board of Directors of the nonprofit corporation. The Governing Board (or the "Board") plans and directs all aspects of the School's operations.

Section 3. Statutes. The School shall operate in accordance with Idaho Statutes, Chapter 52, and all other applicable Idaho laws and regulations.

ARTICLE II
PURPOSE AND MISSION

Section 1. Purpose and Mission. Through arts integration, individual student focus, and rigorous academics, the School will place all students on a path for success at the college and career level. The School seeks to improve our community by creating students who think critically and analytically, are confident decision makers, utilize problem-solving skills, work collaboratively, and are imaginative and creative thinkers. We are committed to equipping students with the skills and personal growth necessary to be successful scholars throughout life.

Additionally, the School is organized exclusively for educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, 1986, or the corresponding provision of any future federal law.

Section 2. Non-Discrimination. The School shall not discriminate on the basis race, color, religion, age, sex, national origin, marital status, disability, or other reason prohibited by law in hiring or other employment practices. Further, the School shall be open to all students in its authorized geographic area on a space available basis and shall not discriminate in its admission policies on the basis of basis of race, color, religion, age, sex, national origin, marital status, disability, or other reason prohibited by law. The School shall conduct all of its activities in accordance with all applicable local, state and federal anti-discrimination laws, as well as in accordance with all other laws and regulations applicable to the operation of the charter public schools in the State of Idaho.

ARTICLE III
GOVERNING BODY

Section 1. Powers and Duties. The business, affairs, and property of the School shall be managed by the Board. Without limiting the general powers conferred by these Bylaws and provided by law, the Board shall have, in addition to such powers, the following powers:

(a) Perform any and all duties imposed on the Board collectively or individually by law or by these Bylaws;

(b) To make and change policies, rules and regulations not inconsistent with law, or with these Bylaws, for the management and control of the School and its affairs, and of its employees, and agents; to lease, purchase, or otherwise acquire, in any lawful manner, for and in the name of the School, any and all real and personal property, rights, or privileges deemed necessary or convenient for the conduct of the School's purpose and mission.

(c) To develop an annual School schedule of events and activities;

(d) Establish and approve all major educational and operational policies;

(e) To enter into agreements and contracts with individuals, groups of individuals, corporations, or governments for any lawful purpose;

(f) To hire, supervise and direct an individual who will be responsible for the day-to-day operations of the School;

(g) To develop and approve the annual budget and financial plan which shall be monitored and adjusted as necessary throughout the year;

(h) To submit a final budget pursuant to statute and regulation;

(i) To cause to be kept a complete record of all the minutes, acts and proceedings of the Board;

(j) To cause an annual inspection or audit of the accounts of the School, as well as any other audits required by law, to be made by an accountant to be selected by the Board, showing in reasonable detail all of the assets, liabilities, revenues and expenses of the School and its financial condition.

(k) To ensure ongoing evaluation of the School and provide public accountability;

(l) To uphold and enforce all laws related to charter school operations;

(m) To improve and further develop the School;

(n) To strive for a diverse student population, reflective of the community;

(o) To ensure adequate funding for operation;

(p) Solicit and receive grants and other funding consistent with the mission of the School with the objective of raising operating and capital funds;

(q) Carry out such other duties as required or described in the School's charter.

Section 2. Prohibited Purposes and Powers. Notwithstanding the foregoing statement of purposes and powers, the School shall have and exercise only such powers and engage in only such activities are as contemplated and permitted to be carried on by a corporation exempt from federal income taxes under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) thereunder and by a corporation described in and contributions to which are deductible for federal income tax purposes under Section 170(c)(2) of the Internal Revenue Code.

Section 3. Prohibited Acts. The School shall not, incidentally or otherwise, afford or pay any pecuniary gain, dividends, or other pecuniary remuneration to any director or officer of the School or any other private person, and no part of the net income or net earnings of the School shall directly or indirectly, be distributable to or otherwise inure to the benefit of any private person; provided, however, that the School may pay reasonable compensation for services rendered to or for the benefit of the School by any individual or entity as approved by the Board. The School shall not carry on propaganda or otherwise attempt to influence legislation to such extent as would result in the loss of exemption under Section 501(a) of the Internal Revenue Code as an organization described in Section 501(c)(3) of the Internal Revenue Code. The School shall not participate in nor intervene in (including, without limitation, the publishing or distributing of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 4. Formation. The founding committee to form the school will become the first Governing Board of the School as set forth in the Application for a Charter School Contract submitted to the Authorizer (the "Charter Application"). The election of all new Board Members to fill vacancies on the Board, both at the initial Board meeting and at all future meetings where elections take place, shall include candidates whose election to the Board will maintain compliance with these Bylaws and all applicable statutes and regulations.

Section 5. Number; Qualifications. The Board shall be composed of no fewer than five (5) and no more than seven (7) Directors, as set or adjusted by amendment of these Bylaws. If, for any reason, the number of Directors should drop below five (5) for more than ninety (90) days, the only action that may be taken by the Board is for election of Directors in accordance with Section 6.

The Board shall seek to maintain a membership which is representative of the community served and possesses the breadth of knowledge and experience to effectively support and direct the operation of the School.

All Directors shall be devoted to the purpose and mission of the School and shall represent the interests of the community.

Section 6. Election; Tenure. A vacancy on the Governing Board shall be filled by majority vote of the remaining members of the Governing Board of Directors after a review of submitted nominees. It is incumbent upon the Directors to fill any vacancies as soon as practicable. The nomination of new directors is the responsibility primarily of existing Directors; to assist in identifying the best qualified candidates, the Board shall advertise a vacancy on the School's website and through direct communication to the parents of enrolled students.

A standard term shall consist of five (5) years. Directors may serve on the Board a maximum of two terms.

1. Founding Directors: Terms of the Founding Directors shall be staggered so that no more than 1/2 of the Board shall be up for election in any one year, unless a vacancy(ies) needs to be filled. To initially stagger the terms for the founding board, two Directors will serve three-year terms, two Directors will serve four-year terms, and the remaining three Directors will serve the usual five-year term. Those Founding Directors who will serve the three, four, and five year terms will be determined by lottery at the first official board meeting upon receipt of the charter. For purposes of determining term limits, Founding Director's terms shall not begin

until January 1 of the initial school year in which they became the Board of Directors as indicated in Article III Section 6.

2. New Directors: New Directors are eligible to serve two (2) consecutive standard terms, unless, by doing so, more than half the Board would be up for election in any one year. In this case, the new Director will be given either a three or four-year initial term, which ever term would prevent more than half of the Board being up for election in one year. New Directors will begin serving on the Board immediately following their election to the Board. For the purpose of determining term limits, the New Director's initial term will begin on January 1 of the school year in which they were elected.

Section 7. Training. The Board shall develop an orientation and training program for new Directors and an annual continuing program for existing Directors. Directors will avail themselves of charter school conferences that offer workshops on governance, financial oversight, budget, academic accountability, among others.

Section 8. Removal. Any Director may be removed by the Member or the affirmative vote of two-thirds (2/3) of the Directors then in office, excluding the Director at issue, whenever in their judgment such removal would serve the best interests of School.

Section 9. Resignation. Any Director may resign at any time by delivering a written resignation to the Chairperson. A resignation by a Director shall be effective upon receipt by the Chairperson of a written communication of such resignation.

Section 10. Vacancies. Any vacancy occurring in the Board may be filled in accordance with Section 6 of this Article. A Director elected to fill a vacancy resulting from death shall be elected for the unexpired term of such person's predecessor in office and shall hold such office until such person's successor is duly elected and qualified. Any Director elected to fill a vacancy resulting from removal or resignation shall be elected for a new term.

Section 11. Conflict of Interest and Code of Ethics. The Board shall follow the attached Conflict of Interest Policy and Code of Ethics.

Section 12. Annual Meeting. The annual meeting of the Board shall be held at the School in January or February of each year as the Board may determine. The annual meeting shall take the place of the regularly scheduled meeting. Written notice stating the place, day, and hour of the meeting shall be given to each member of the Board at least five (5) calendar days prior to the date fixed for the annual meeting. Notice of the meeting must also be provided in accordance with Idaho Open Meeting Law. A copy of the agenda will be posted at least forty-eight (48) hours prior to the start of the meeting. The annual meeting shall be for the purpose of electing officers and acknowledging election of new Directors and for the transaction of such business as may come before the meeting.

Section 13. Regular and Special Meetings. The Board shall establish a regular day and place for regular meetings that shall occur no less frequently than once per quarter and shall be held in the county in which the School is located. Special meetings of the Board may be called at any time by the Chairperson or by a majority of the Board. Special meetings shall be held at such time and place as may be designated by the authority calling such meeting. Notice of the meeting must be provided in accordance with Idaho Open Meeting Law. Notice of the time and place of every regular or special meeting shall be given to each member of the Board at least five (5)

calendar days before the date fixed for the meeting and to all those individuals who request notice of relevant meetings. For regular meetings, a copy of the agenda will be posted at least forty-eight (48) hours prior to the start of the meeting. For special meetings, a copy of the agenda will be posted at least twenty-four (24) hours prior to the start of the meeting. The purpose of any regular or special meeting must be specified in the notice of such meeting. Meetings shall be audio recorded. Minutes of each Board meeting shall be taken and shall be approved by the Board. Said minutes shall be kept at the School and will be made available to the public in accordance with applicable law.

Section 14. Agenda. An agenda must be produced for each regularly scheduled Board meeting in order to provide effective and efficient meeting practice. In addition to previously requested agenda items, any Director may provide additional agenda items for the following meeting by providing, via e-mail, fax or regular mail, the School's supervising employee or administrator the request, noting its appropriate place on the normal agenda format, and a realistic time requirement for such item. Such requests must be received at least 24 hours prior to the posting deadline pursuant to Idaho Open Meeting Law. A copy of the agenda will be posted at least forty-eight (48) hours prior to the start of the meeting.

Section 15. Executive Sessions. "Executive session" means any meeting or part of a meeting which is closed to any persons for deliberation on certain matters. An executive session may be held by the Directors of the Corporation for any of the reasons specified in Title 74, Chapter 2, Idaho Code. All persons except Directors may be excluded from such executive sessions at the discretion of the Chairperson. Following such meetings, an officer shall provide a general description of the matters discussed to be provided as the minutes of said closed session. No action may be taken in an executive session.

Section 16. Protocol. The Board shall use Robert's Rules of Order, unless stated otherwise herein. If a Director is unable to attend a Board meeting, the Director shall contact the Chairperson, Administrator or designated supervising employee prior to the meeting.

Section 17. Public Comment. Time shall be set aside at each Board and committee meeting for public comment. After the speaker identifies his or her name and affiliations, public comment shall be permitted as stated on the Agenda and limited as determined by the Chairperson.

Section 18. Quorum; Voting; No Proxy Voting. A quorum at all meetings of the Board shall consist of a majority of the number of Directors then in office. In the event that Directors who are present at a meeting are related (spouse, sibling, son, daughter, grandchild, cousin, uncle, aunt) there must be a majority of non-related board members present. Except as provided specifically to the contrary by these Bylaws, the act of a majority of the Directors in office at a meeting at which a quorum is present shall be the act of the Board. Proxy voting is not permitted.

Section 19. Participation by Telephone. To the extent permitted by law, any member of the Board or committee thereof may participate in a meeting of such Board or committee by means of a conference telephone network or similar communications method by which all persons participating in the meeting can hear each other, and participation in such a fashion shall constitute presence in person at such meeting.

Section 20. Compensation. No member of the Board shall receive any compensation for serving in such office. The School may reimburse any member of the Board for reasonable

expenses incurred in connection with service on the Board. Any such reasonable expenses that are not reimbursed by the School shall be construed as a gift to the School.

Section 21. Committees. The Board may designate from among its members, by resolution adopted by a majority of the entire Board, an Academic Committee, a Governance Committee, a Financial Committee, and one or more other committees, each of which shall consist of at least one Director and which shall have and may exercise such authority in the management of the School as shall be provided in such resolution or in these Bylaws. The Board shall not be permitted to delegate their power to contract nor their budget making authority. Any delegated activity or decision making authority may be unilaterally revoked at any time. All committee meetings shall be conducted in accordance with Idaho Open Meeting Law.

1. Academic Committee: The Academic Committee shall consist of at least one Director, the School Principal/Administrator, at least one licensed teacher employed by the School, and at least one parent of an enrolled child. The Academic Committee shall meet at least two (2) times per school year. The purpose of the Academic Committee shall be to review school data, ensure academic expectations and goals are being met, and provide insight into instructional activities that meet the specific needs of the students.

2. Governance Committee: The Governance Committee shall consist of at least two Directors, one of whom shall be an elected Officer of the Board. The Governance Committee shall meet at least two (2) times per school year. The purpose of the Governance Committee shall be to plan and develop Director orientation and training and ensure Board operations and policies are updated and compliant with State law.

3. Financial Committee: The Financial Committee shall consist of at least two Directors, one of whom shall be the Board's Treasurer, and the School Principal/Administrator. The Financial Committee shall meet at least two (2) times per school year. The purpose of the Financial Committee shall be to prepare annual budgets for full Board review and approval, coordinate the Annual Audit, and develop long-term financial goals and plans for full Board consideration.

ARTICLE IV
OFFICERS

Section 1. Number. The officers of the School shall include a Chairperson, Vice-Chair, Secretary, Treasurer, and such other officers as the Board shall deem necessary to elect.

Section 2. Election and Term of Office. The Board shall elect and appoint all officers of the School at the annual meeting of the Board, which officers shall be installed in office at such annual meeting to serve for terms of one (1) year and until their successors have been duly elected and qualified. Board Officers may serve no more than three (3) consecutive one-year terms in any office. Should there be more than one (1) nominee for a vacancy, the nominee receiving the greatest number of votes shall be declared elected and shall be installed in office at the annual meeting.

Section 3. Removal of Officers. Any Board Officer may be removed, either with or without cause, by a two-thirds (2/3) majority of the Directors then in office at any regular or special meeting of the Board.

Section 4. Chairperson. The Chairperson shall preside at all meetings of the Board. The Chairperson shall possess the power to sign all certificates, contracts or other instruments of the School which are approved by the Board. The Chairperson shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time.

Section 5. Vice-Chair. In the absence of the Chairperson or in the event of the Chairperson's disability, inability, or refusal to act, the Vice-Chair shall perform all of the duties of the Chairperson and in so acting, shall have all of the powers of the Chairperson. The Vice-Chair shall have such other powers and perform such other duties as may be prescribed from time to time by the Board or by the Chairperson.

Section 6. Secretary. The Secretary shall keep or cause to be kept a book of minutes at the principal office or at such other place as the Board may order of all meetings of the Board with the time and place of holding, whether regular or special and if special, how authorized, the notice thereof given, the name or names of those present at the Board meetings and the proceedings thereof. The Secretary shall give or cause to be given notice of all the meetings of the Board required by these Bylaws or by law to be given and perform such other duties as may be prescribed by the Board from time to time. The Secretary shall exercise and perform such other powers and duties as may be prescribed by the Board from time to time.

Section 7. Treasurer. The Treasurer shall have oversight responsibility and shall keep and maintain or cause to be kept and maintained adequate and correct accounts of the properties and business transactions of the School, including accounts of its assets, liabilities, receipts, disbursements, gains and losses. The books of account shall at all times be open to inspection by any Director. The Treasurer shall be charged with safeguarding the assets of School and he or she shall sign financial documents on behalf of the School in accordance with the established policies of the School. He or she shall have such other powers and perform such other duties as may be prescribed by the Board from time to time.

Section 8. Vacancies. A vacancy in any office, held by an officer, because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board by majority vote for the unexpired portion of the term.

ARTICLE V
STAFF

The Board may appoint one employee to function as the administrator of the School (the "Administrator"). Such person may be delegated the authority to act in the absence of a specified policy provided that such action is consistent with the purpose and objectives of the Board and the School. Such person shall administer the School in accordance with Board direction and generally accepted educational practice.

ARTICLE VI
CONTRACTS, LOANS, AND DEPOSITS

Section 1. Contracts. The Board may authorize any officer or officers, agent or agents to enter into any contract or execute and deliver any instrument in the name of and on behalf of the School, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted for or on behalf of the School and no evidence of indebtedness shall be issued in the name of the School unless authorized by a

resolution of the Board. Such authority shall be confined to specific instances. No loan shall be made to any officer or Director of the School.

Section 3. Checks, Drafts, and Notes. All checks, drafts, or other orders for payment of money, notes, or other evidence of indebtedness issued in the name of the School shall be signed by such officer or officers, or agents of the School and in such manner as shall be determined by the Board. The Chairperson and Administrator are authorized and required to sign all checks over the amount of $25,000.

Section 4. Deposits. All funds of the School not otherwise employed shall be deposited to the credit of the School in such banks, trust companies, or other custodians as the Board may select.

Section 5. Gifts. The Board may accept on behalf of the School any contribution, gift, bequest or devise for the general purposes or any special purpose of the School.

Section 6. Fiscal Year. The fiscal year of the School shall begin on July 1 and end on June 30.

ARTICLE VII
PROPERTY

The property of the School shall be held and applied in promoting the general purposes of the School declared in these Bylaws. No property, including real estate, belonging to the School shall be conveyed or encumbered except by authority of a majority vote of the Board. Any such conveyance or encumbrance shall be executed by the Chairperson in the name of the School, and such instrument shall be duly approved by the Secretary or Treasurer of the Board.

ARTICLE VIII
INDEMNIFICATION AND LIMITATION OF LIABILITY

Section 1. Indemnification. To the greatest extent permitted by law, the Board may authorize the School to pay or cause to be paid by insurance or otherwise, any judgment or fine rendered or levied against a present or former Director, officer, employee, or agent of the School in an action brought against such person to impose a liability or penalty for an act or omission alleged to have been committed by such person while a Director, officer, employee, or agent of the School, provided that the Board shall determine in good faith that such person acted in good faith and without willful misconduct or gross negligence for a purpose which he reasonably believed to be in the best interest of the School. Payments authorized hereunder include amounts paid and expenses incurred in satisfaction of any liability or penalty or in settling any action or threatened action.

Section 2. Limitation of Liability. To the greatest extent permitted by law, no Director, officer or Member of the School will be personally liable for monetary damages for or arising out of a breach of fiduciary duty as a director, officer or trustee notwithstanding any provision of law imposing such liability; provided, however, that the foregoing will not eliminate or limit the liability of a Director or officer to the extent that such liability is imposed by applicable law for: (a) a breach of the Director's duty of loyalty to the School, (b) acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of the law, or (c) any transaction from which the Director or officer derived an improper personal benefit. The Directors and officers will not be personally liable for any debt, liability or obligation of the School. All persons extending credit to, contracting with or having any claim against the School may look only to the

funds and property of the School for the payment of any such contract or claim, for any money that may otherwise become due or payable to them from the School.

ARTICLE IX
AMENDMENTS

These Bylaws may be amended, altered, or repealed and new Bylaws may be adopted by the Board by an affirmative vote of two-thirds (2/3) of all the Directors then in office at any meeting of the Board, provided that the full text of the proposed amendment, alteration, or repeal shall have been delivered to each Director at least five (5) days prior to the meeting.

ARTICLE X
DISSOLUTION

If, at any time and for any reason, the School's charter is revoked or the School is dissolved, all assets of the School, after satisfaction of all outstanding claims by creditors, shall be distributed and delivered to such persons as required by the law and regulations of the State of Idaho and in accordance with the corporation's Articles of Incorporation.

ARTICLE XI
PURPOSE OF THE BYLAWS

These Bylaws are adopted for the sole purpose of facilitating the discharge, in an orderly manner, of the purposes of the School. These Bylaws shall never be construed in any such way as to impair the efficient operation of the School.

CERTIFICATION

I hereby certify that I am the duly elected and acting Secretary of the School, and that the foregoing Bylaws constitute the Bylaws of the School, as duly adopted by unanimous vote of the Board of Directors effective as of August 30, 2022.

Nathan Hercula
Nathan Hercula (Aug 30, 2022 15:29 PDT), Secretary

PINECREST ACADEMY OF LEWISTON

Conflict of Interest Policy and Code of Ethics

For Directors and Officers and Members of a Committee with Board Delegated Powers

Article I – Purpose

1. The purpose of this conflict of interest policy is to protect PINECREST ACADEMY OF LEWISTON ("PAL") and its interests when it is contemplating entering into a transaction or arrangement that might benefit the private interests of an officer or director of PAL or might result in a possible excess benefit transaction, as that concept is defined in the Internal Revenue Code and related regulations.

2. This policy is intended to supplement, but not replace, any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

3. This policy is also intended to identify "independent" directors.

Article II – Definitions

1. Interested person – Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. Financial interest – A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

   a. An ownership or investment interest in any entity with which PAL has a transaction or arrangement,

   b. A compensation arrangement with PAL or with any entity or individual with which PAL has a transaction or arrangement, or

   c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which PAL is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration, as well as gifts or favors, ~~*that are not insubstantial*~~ *of any value or amount*.

~~*A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the Board decides that a conflict of interest exists, in accordance with this policy.*~~

Under Idaho Code, a member of the PAL board of directors cannot have a financial interest in any transaction or arrangement involving PAL.

3. Independent Director – A director shall be considered "independent" for the purposes of this policy if he or she is "independent" as defined in the instructions for the IRS Form 990 or, until such definition is available, the director:

   a. Is not, and has not been for a period of at least three years, an employee of PAL or any entity in which PAL has a financial interest;

   b. Does not directly or indirectly have a ~~*significant*~~ business relationship with PAL which might affect independence indecision-making;

c. Is not employed as an executive of another corporation where any of PAL's executive officers or employees serve on that corporation's compensation committee; and,

d. Does not have an immediate family member who is an executive officer or employee of PAL or who holds a position that has a ~~*significant*~~ financial relationship with PAL.

Article III – Procedures

1. Duty to Disclose – In connection with any actual or possible conflict of interest, an interested person must ~~*disclose the existence of the financial interest and*~~ be given the opportunity to disclose all material facts to the Board of Directors.

2. Recusal of Self – Any director may recuse himself or herself at any time from involvement in any decision or discussion in which the director believes he or she has or may have a conflict of interest, without going through the process for determining whether a conflict of interest exists.

3. Determining Whether a Conflict of Interest Exists – After disclosure of ~~*the financial interest and*~~ all material facts, and after any discussion with the interested person, he/she shall leave the Board of Directors meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board members shall decide if a conflict of interest exists.

4. Procedures for Addressing the Conflict of Interest

a. An interested person may make a presentation at the Board of Directors meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The Chairperson of the Board shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the Board of Directors shall determine whether PAL can obtain with reasonable efforts a more advantageous ~~*us*~~ transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Board of Directors shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in PAL's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

5. Violations of the Conflicts of Interest Policy

a. If the Board of Directors has reasonable causes to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Board of Directors determines the member has

failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV – Records of Proceedings

The minutes of the Board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a*n* ~~*financial*~~ interest in connection with an actual or possible conflict of interest, the nature of the ~~*financial*~~ interest, any action taken to determine whether a conflict of interest was present, and the Board's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, and a record of any votes taken in connection with proceedings.

Article V – Compensation

1. A voting member of the Board who receives compensation, directly or indirectly, from PAL for services is precluded from voting on matters pertaining to that member's compensation.

2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from PAL for services is precluded from voting on matters pertaining to that member's compensation.

3. No voting member of the Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from PAL, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI – Annual Statements

1. Each director, principal officer and member of a committee with Board delegated powers shall annually sign a statement which affirms such person:

    1. Has received a copy of the conflict of interest policy,
    2. Has read and understands the policy,
    3. Has agreed to comply with the policy, and
    4. Understands PAL is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

2. Each voting member of the Board of Directors shall annually sign a statement which declares whether such person is an independent director.

3. If at any time during the year, the information in the annual statement changes materially, the director shall disclose such changes and revise the annual disclosure form.

4. The Board of Directors shall regularly and consistently monitor and enforce compliance with this policy by reviewing annual statements and taking such other actions as are necessary for effective oversight.

Article VII – Periodic Reviews

To ensure PAL operates in a manner consistent with charitable purposes and does not engage in

activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based on competent survey information (if reasonably available), and the result of arm's length bargaining.
2. Whether partnerships, joint ventures, and arrangements with management organizations, if any, conform to PAL's written policies, are properly recorded, reflect reasonable investment or payments for good and services, further charitable purposes and do not result in inurement or impermissible private benefit or in an excess benefit transaction.

Article VIII – Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, PAL may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Article IX – Code of Ethics

Directors, officers and members of committees with Board delegated authority shall act in an ethical, business like and lawful manner, including proper use of authority and appropriate decorum when acting in their official capacity. Directors shall exercise reasonable care, good faith and due diligence in governing and managing the affairs of PAL.

They will not attempt to exercise individual authority over PAL. Interaction with the administrator and staff must recognize the lack of authority vested in individual directors, officers and members of committees, except when explicitly authorized by the Board of Directors. Except when deliberating during Board of Directors meetings, individuals will not express individual judgements of performance of the administrator or staff.

Directors, officers and members of committees with Board delegated authority shall respect the confidentiality of sensitive information known to them and used for purposes of governance and management, and respect that the obligation to maintain confidentiality extends indefinitely beyond the term in office.

Directors shall be properly prepared for Board deliberation and support the legitimacy and authority of the final determination of the Board on any matter without regard to the individual's personal position on the issue.

Anna Wilson
[redacted]
annacwilson5@gmail.com

EDUCATION:

Fresno Pacific University; Fresno, CA - 2042 Single Subject Credential for Mathematics, 2006.

Fresno Pacific University; Fresno, CA - Bachelor of Arts in Mathematics (Secondary Education Emphasis), 2005.

Reedley College; Reedley, CA - Associates of Science in Mathematics, 2003

WORK EXPERIENCE:

Virtual Math Teacher, Edmentum, EdOptions Academy - October 2021 to Present

- Teaches grades 6-12
- Oversees 250+ students per semester across the country
- Responsible to monitor the student's progress in their respective course
- Responsible to communicate monthly with students monthly
- Worked with students one-on-one via Zoom Video software

Virtual Math Teacher, Kenai Classical; Soldotna, AK - August 2019 to May 2022

- Taught Algebra 2 and Pre-Calculus for secondary students.
- Strategized, developed and implemented curriculum and assessments for the math department.
- Taught live lessons daily to students using Zoom Video software.
- Applied the use of other strategic educational tools through technology.
- Communicated and conversed regularly with parents and other school staff.

Math Specialist Grades K-8, Quail Lake Charter School; Sanger, CA - February 2017 to May 2017

- Developed intervention curriculum for both low and high achieving students.
- Facilitated and directed learning communities for student intervention.
- Instructed, strategized and collaborated with fellow teachers to increase student achievement.

Math Teacher, Sanger High School; Sanger, CA - August 2014 to January 2017

- Taught Integrated Math 1 and Integrated Math 2 for secondary students.
- Strategized, developed and implemented EL content for teachers in the math department.
- Taught as an Agricultural Pathway Educator for the Wonderful Education Program (Integrated Math 2).
- Developed system and instructed math department teachers on the use of Google Drive and Google Classroom.
- Implemented technology as a form of instruction regularly with the use of an iPad in a one-to-one classroom.

Math Teacher, Portland Christian School; Portland, OR - September 2009 to June 2014

- Taught Pre-Algebra, Algebra 1, Geometry, and Honors Algebra 2 for secondary students.
- Coached varsity volleyball and basketball.
- Developed and applied curriculum and assessments for all subject matter.
- Implementedandinstructed,asaspecialist,staff-wideuseoftechnologyintheclassroom.
- Facilitated and directed a professional learning community (PLC) within the math department.

Math Teacher, Centennial High School; Gresham, OR - January 2009 to June 2009

- Taught Algebra 1 and Geometry for secondary students.
- Engaged in a professional learning community (PLC).

Math Teacher, Sanger High School; Sanger, CA - August 2007 to December 2008

- Taught Geometry for secondary students.
- Coached varsity volleyball.
- Engaged and participated in a professional learning community (PLC).

TEACHING CREDENTIALS/CERTIFICATIONS:

- California: Clear Single Subject (High School: Basic & Advance Mathematics) - February 2024
- CBEST: Passed
- CSET: Passed

REFERENCES:

Anna Lattin – Kenai Classical Board Member [redacted]

Kristin Henry – Edmentum Regional Director of Instruction [redacted]

Michelle Dillon – Sanger High School Math Curriculum Support Provider [redacted]

Royal Toy

[redacted] | retoy@lcsc.edu

Education

ED.D. | MAY 2009 | UNIVERSITY OF NORTHERN COLORADO

- Major: Special Education
- Minor: Statistics & Research Methodology
- Dissertation: CHARACTERISTICS OF INDIVIDUALS WHO ARE GIFTED: AN ANALYSIS OF SELF-REPORT SCORES
- Dissertation Chair: Dr. George Betts

M.A. | AUGUST 2004 | UNIVERSITY OF NORTHERN COLORADO

- Major: Special Education
- Focus: Teaching the Gifted & Talented

B.M.E. | DECEMBER 2001 | UNIVERSITY OF NORTHERN COLORADO

- Major: Music Education
- Minor: Drawing

A.A. | MAY 1997 | BRIGHAM YOUNG UNIVERSITY - IDAHO

- Major: Performing/Fine Art
- Focus: Graphic Design & Illustration

Selected Works

PRESENTATION TOPICS (SELECTED)

- Social-Emotional Needs of Gifted Children
- SENG Parent Groups
- Underachievement
- Conflict Management
- Advantages and disadvantages for acceleration

PUBLICATIONS (SELECTED)

- Betts, Toy, Vasquez. (2006). *The young gifted child and the autonomous learner model.* Greeley, CO: ALPS Publishing.
- Lupart, J., Toy. R. (2009). Twice exceptional: Multiple pathways to success. In L. A. Shavinina (Ed.), *International handbook on giftedness* (pp.507-525). Springer Netherlands.
- Omdal, S., Rude, H., Betts, G., & Toy, R. (2010). American Indian Students: Balancing Western and Native Giftedness. In J. A. Castellano & A. D. Frazier (Eds.) *Special Populations in Gifted Education: Understanding Our Most Able Students From Diverse Backgrounds*. Woodway, TX: Prufrock Press Inc.
- Toy, R. (2015). Differentiation of Processes for the Gifted, in F. A. Karnes & S. M. Bean (Eds.) *Methods and Materials for Teaching the Gifted* (4th ed.). Waco, TX: Prufrock Press.

LEADERSHIP

- Director, Mississippi Governor's School, 2011 – 2018
- Director, Summer Discovery (Program for gifted youth), Summer 2010 – 2018
- Coordinator, AREA Gifted Conference, 2016 – 2018
- Coordinator, Teachers of the Gifted Instructional Forum, 2010 – 2018

Experience

ASSOCIATE PROFESSOR | LEWIS-CLARK STATE COLLEGE | JULY 2018 - PRESENT

- Director, PACE
- Coordinator/Developer of the Mastery-Based Program toward certification
- Faculty Senator (Secretary 2020 -2022)

ASSOCIATE PROFESSOR | MISSISSIPPI UNIVERSITY FOR WOMEN | AUGUST 2009 – JUNE 2018

- Graduate Faculty Member
- Coordinator of Graduate Programs in Education
- Faculty Senator (President 3 years)

Paul O. Merrill

paul.o.merrill@gmail.com • Lewiston, ID

Education

UNIVERSITY OF IDAHO. *College of Law.* Juris Doctor. 5/2019

- Dean's List. 6 semesters. *cum laude*
- Class Standing. *9th*
- Alumni Award For Excellence

LEWIS-CLARK STATE COLLEGE. Bachelor of Science: Nursing. 2011

UNIVERSITY OF IDAHO. *Army ROTC.* 2009-2011

Experience

PALANTIR SOLUTIONS, LLC Lewiston, ID 7/2022 - current

Attorney - *Licensed in Idaho and Washington*

- Managing member in a law firm that assists parties engage in cost effective alternative dispute resolution.
- Facilitates communication between litigious parties to assist in effectuating a mutual resolution.
- Apply relevant laws, regulations, policies and precedents to resolve disputed matters.

CREASON, MOORE, DOKKEN & GEIDL, PLLC Lewiston, ID 8/2019 - 6/2022

Associate Attorney – *Licensed in Idaho and Washington*

- Represent 70+ individuals, businesses, financial institutions, guardians/conservators, trustees and personal representatives in federal and state criminal, civil, bankruptcy, and transactional matters.
- Prepare documents and settlement agreements for real estate transactions, contracts for the sale of businesses and assets, litigated trusts, estates, guardianships, conservatorships, and family law matters.
- Research and advise individuals and businesses on state and federal regulations for business formations, contracts, taxes, healthcare, water rights, and environmental regulations.

UNIVERSITY OF IDAHO *College of Law* 8/2017 – 5/2019

Legal Writing and Analysis Teacher's Assistant – *Professors Cheryl Beckett & Ryan Lincoln*

- Supervise, mentor, and assist 15-20 first-year law students in developing legal writing and legal analytical skills.

UNITED STATES ARMY – Landstuhl Regional Medical Center Landstuhl, Germany 2012-2016

Army Nurse Corps Officer and Clinical Staff Nurse

- Managed and supervised 12-14 staff members in providing inpatient care to Marines, Soldiers, Airmen, and Seamen injured in Iraq and Afghanistan at a Level II trauma center.
- Interdisciplinary team member for federal regulations, process improvement, and patient safety committees.

Presentations

Second District Bar Association 2/2020

- Presented *Taxes, Trusts, and Disability Planning* to local Attorneys and Judges.

Clearwater Estate Planning Council 1/2020

- Presented *Pre & Post Nuptial Agreements* to local CPAs, CFPs, and Attorneys.
- Presented *SECURE Act* to local CPAs, CFPs, and Attorneys.

European Regional Medical Command Healthcare Conference 11/2014

- Presented *Nursing Staff Describing Perceptions of Horizontal Violence: A Military Perspective* to healthcare managers and supervisors within European Regional Medical Command.

Certificates

- Army Commendation Medal. 2016

Resume.

Mike Kingsley, Age 62

Education.

1978 Graduate Lewiston High School

1980 First class radio license obtained, BJLT training (Radio Electronic)

Certifications obtained.

CIE, Certified Indoor environmentalist. 2002 IAQA (Indoor Air Quality Association)

IICRC, Mold remediation training, Fire Damage restoration, Water Damage Restoration, Mold Remediation.

Basement Systems, Water intrusion certification, Clean Space installation school, Bradford Connecticut

Work History:

Various Radio Stations 1978 through 1985

1985 through 1992, Rivercrest Hospital Lewiston Idaho, Psychiatric technician, assistant Recreational Therapist.

1985 through 92, Allclean, A-1 window cleaning and Valley Roof Cleaning, Chem Dry partnership with Donald Kingsley.

92 through 97 Michigan Chem Dry franchises built up several, sold them moved back to Idaho

97 through 2012 Clearwater Chem Dry, King Services, 123 Floor, Paint warehouse, Real estate development, property management. Chem Dry of Spokane, nine franchises.

2012 through present State Representative, volunteer services with various Alcohol and Drug facilities across the State

Boards.

Lewiston Gun club. President. 1992 through 95

American Red cross advisory board, 95 through 97

Tri State Hospital Foundation, 2007 through 2011

Lewiston Air Quality commission 2002 through 2005

Lewis Clark State College Business Division board 2006 through 2010

Pacific Empire Radio 2006 through 2010

Lewiston Chamber Legislative Committee 2008 through 2011

Founder of Jackson Baldwin Falls a water feature that graces the entrance of Lewiston as you head south up 21st, A children's memorial for those who passed before their 18th birthday. It was inspired by a young man named Jackson Baldwin that died of cancer at the age of ten, a friend of my daughter that taught us all the value of love. This completed in 2006

Legislative:

Health and Welfare committee

Vice Chair of Local Government

Commerce and Human Resources

Served on the Governor's task force on the Opioid Crisis also IROC Idaho's response to the Opioid Crisis.

Contact information.

Mike [redacted]

Carolyn [redacted]

[redacted]

[redacted]

[redacted]

NATHAN HERCULA

[redacted] · nhercula@gmail.com

EXPERIENCE

MAY 2021 – PRESENT

PASTOR OF FAMILY MINISTRIES, CROSSPOINT ALLIANCE CHURCH

- Overseeing all church ministry functions for ages birth through eighteen
- Leading a staff team, as well as a large volunteer team
- Redeveloping ministry structures and spaces to best align with the mission and values of CrossPoint
- Preaching at least 12 times a year
- Developing leaders who are equipped and empowered to lead significant areas of ministry
- Providing counseling and spiritual care/direction to individuals, couples, and families as needed

NOVEMBER 2019 – MARCH 2021

INTERIM LEAD PASTOR, HILLSIDE COMMUNITY CHURCH

- Shepherded the church through multiple crises
- Oversaw multiple staff members
- Developed an intern, preparing him for full-time ministry
- Led the elder board into fulfilling the church's mission and vision
- Equipped ministry leaders to adapt with ongoing changes
- Coached a team in an active church plant
- Created sermon series, preaching 3 – 4 times a month, and guiding others to fill the pulpit
- Fulfilled all pastoral responsibilities (i.e., visitations, counseling, weddings, funerals, etc.)

AUGUST 2015 – OCTOBER 2019

PASTOR OF MINISTRY DEVELOPMENT, HILLSIDE COMMUNITY CHURCH

- Brought structure and intentionality into the youth ministry
- Oversaw the midweek children's program
- Refreshed the worship ministry, including the Sunday evening Vespers service
- Developed and implemented an entirely new small group ministry
- Trained up and equipped leaders within all the above ministries
- Preached 6 – 8 times a year, including several series

MAY 2013 – DECEMBER 2014

ASSOCIATE PASTOR, NEW JOY CHURCH

- Co-Shepherded the families of New Joy Church
- Led all aspects of youth ministry
- Developed a college and young adult ministry
- Coordinated all aspects of the worship ministry
- Taught and developed the Christian education ministry

SEPTEMBER 2012 – APRIL 2013

YOUTH MINISTRY INTERN, NEW JOY CHURCH

- Built meaningful relationships with students
- Taught on a rotating schedule
- Provided insight and new ideas for the youth leadership team

FEBRUARY 2012 – AUGUST 2012

YOUTH MINISTRY INTERN, CAPE COD BIBLE ALLIANCE CHURCH

- Taught Sunday school on a regular basis, as well as youth group
- Worked with a team of volunteers and student leaders
- Organized and assisted at events and activities

EDUCATION

MAY 2013

BACHELOR OF ARTS IN PASTORAL LEADERSHIP, CROWN COLLEGE

This degree prepared me for the multi-faceted role of leading and building a strong church. Courses were in biblical history, theology, missions, leadership, preaching, and several other Christian ministry topics.

MAY 2013

BACHELOR OF SCIENCE IN CHRISTIAN STUDIES, CROWN COLLEGE

Courses for this degree were in Christian ethics, apologetics, hermeneutics, spiritual life development, antiquities of Scripture, and many more foundational Christian studies topics.

SKILLS

- ***Teaching*** – making God's Word relatable and applicable
- ***Preaching*** – calling people to action from the truths in Scripture
- ***Ministry Development*** – reviving and creating healthy ministry opportunities
- ***Leadership*** – providing clear direction while equipping other leaders
- ***Administration*** – thoughtfully planning and organizing details
- ***Music*** – passionately leading the church in worshipping God

ACCOMPLISHMENTS

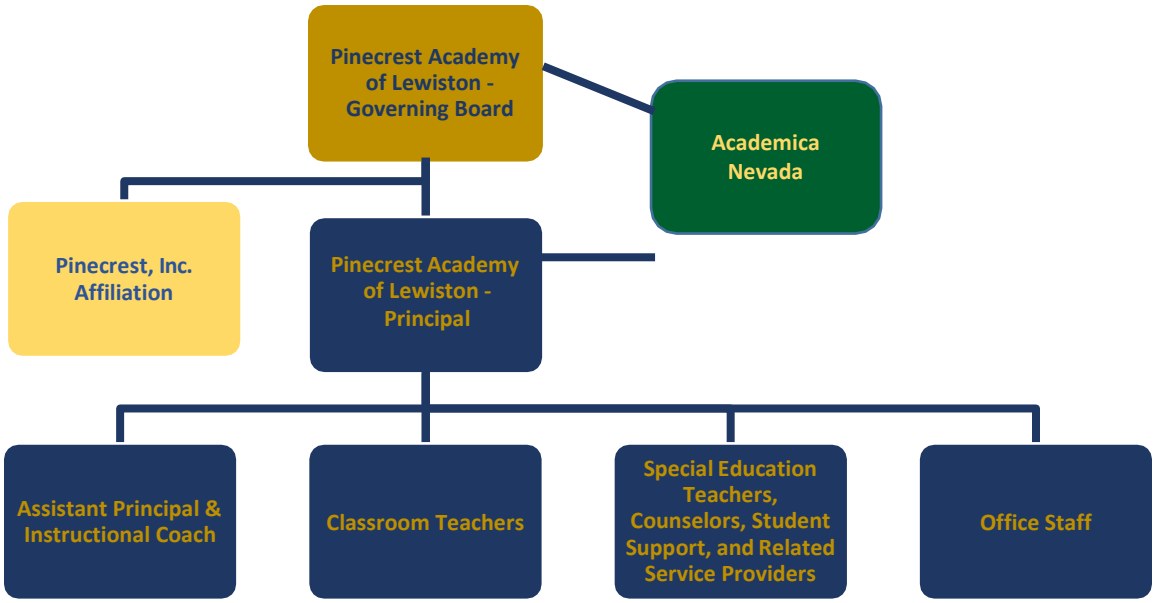
- 2017 – Ordained with the Christian and Missionary Alliance
- 2013 – Accredited and licensed with the Christian and Missionary Alliance

VISION & LEADERSHIP

Making disciples who are well equipped to make other disciples is at the core of my heart and vision for ministry. God has graciously given us the context in which that best takes place – authentic Biblical community within the Body of Christ. Discipleship is about transformation. If we desire for as many people as possible to experience the transforming power of Christ, then discipleship is also about multiplying opportunities for more people to experience that transformation. This always requires leadership development, for where you have leaders, you have opportunities for ministry growth.

Attachment E1: School Organization Chart

PINECREST ACADEMY ORGANIZATIONAL CHART



Pinecrest, Inc. Affiliation
Support from the Pinecrest, Inc. Affiliation will include Principal resources, training, accreditation support, and arts integration support from both the Nevada and Florida Pinecrest networks, among other resources and supports. While this is a replication of the Pinecrest Academy educational model, the Pinecrest Academy of Lewiston Governing Board maintains complete authority and autonomy apart from the Pinecrest, Inc. organization in all decisions related to the school.

Academica Nevada
Academica Nevada will provide charter application process and renewal support, bookkeeping, board management support, financial projections, enrollment and lottery support, government compliances, etc. As an educational service provider, Academica Nevada ensures the school's governing body has complete autonomy and control over its school academic program, staffing needs, and curriculum. For further information of these services, please visit Academica Nevada's website.

Pinecrest Academy of Lewiston

Principal Job Description

Pinecrest Academy of Lewiston is a public charter school located in Lewiston, Idaho, opening in August 2023 serving students in grades K-8 at full buildout. Principal applicants will be expected to provide the leadership and management necessary to administer and implement all programs, activities, and policies essential to ensure high quality educational experiences and services for all students in a safe, nurturing, and enriching environment. As a school with a STEM focus, it is beneficial that the applicant is familiar with best practices in teaching methods of integrating a STEM curriculum into daily instruction.

QUALIFICATIONS

An earned Master's Degree (or higher) from an Accredited College or University.

EXPERIENCE

Required: A total of five years of school experience is required, including a minimum of three (3) years of experience as a Principal/Asst. Principal. Must hold an Idaho-issued Administrator Certificate with a School Principal Endorsement or an Administrator Certificate with a Superintendent Endorsement or be eligible to receive the same before school opening.

The principal of Pinecrest Academy of Lewiston (PAL) will report to the PAL Governing Board and will supervise all Administrative, Instructional, and Non-Instructional Staff at the school.

Contract Year: TWELVE (12) MONTHS

ESSENTIAL PERFORMANCE RESPONSIBILITIES:

The School Principal Shall:

- Pursue the vision and execute the mission of the school.
- As Head of School, he/she will provide leadership and direction to all instructional and non-instructional staff.
- Supervise and observe all instructional practices in the school, including coaching and mentoring directly or through other staff and/or professional development programs.
- Hire, evaluate, and terminate staff
- Administer Pinecrest Academy of Lewiston scheduling, enrollment, and curriculum.
- Serve as liaison to the Board of Trustees, including but not limited to providing formal and informal reports to the Board and charter entity.
- Work collaboratively in conjunction with all stakeholders to ensure the success of the school.
- Implement and follow policies and procedures.
- Provide a safe environment for learning.

Start Date: July 1, 2023, unless the school earns a grant award to fund the principal salary during incubation year

Starting Salary: Competitive to local market; based on experience

Application Process:

Submit cover letter, resume, copy of license showing Principal/Educational Leadership Endorsement or similar, and letters of recommendation to **gayle.jefferson@academicanv.com**

Application Deadline: XXXXX

Tentative Screening Interviews to be held during the week of XXXXXX

At the completion of the screening interviews, candidate(s) will interview before the Pinecrest Academy of Lewiston Board of Directors during a public board meeting.

Idaho Principal Evaluation Framework

Domain 1 – School Climate: *An educational leader promotes the success of all students by advocating, nurturing and sustaining a school culture and instructional program conducive to student learning and staff professional development. An educational leader articulates and promotes high expectations for teaching and learning while responding to diverse community interest and needs.*

1a. School Culture: *Principal establishes a safe, collaborative, and supportive culture ensuring all students are successfully prepared to meet the requirements for tomorrow's careers and life endeavors.*

Unsatisfactory	Basic	Proficient	Distinguished
The principal	The principal	The principal also	The principal also
☐ Is inconsistent in creating maintaining rules and policies designed to ensure a safe environment for staff and students. ☐ Ignores or dismisses conflict ☐ Passively listens to staff and community feedback but relies on his/her personal interpretation. ☐ Barriers continue or are created due to the lack of willingness to collaborate toward improving the school setting.	☐ Complies with pertinent laws and policies regarding school safety and prevention by creating a detailed school safety plan, which addresses potential physical and emotional threats. ☐ Establishes rules and related consequences designed to keep students safe. ☐ Responds to conflict and seeks to resolve it. ☐ Alone or with school leadership team, monitors school climate by gathering data about student and staff perceptions; responds to significant issues after they arise. ☐ Connects appropriate strategies and solutions to known barriers to promote a school culture of excellence, equity, and safety across all school settings.	☐ Ensures that disciplinary policies and actions remove students from learning opportunities only as a last resort. ☐ Ensures that staff proactively engages in conflict resolution. ☐ Models and promotes positive school culture. ☐ Actively elicits and uses feedback that measures the school and community perceptions and uses this data consistently to monitor and improve school climate. ☐ Collaborates with all school-level stakeholders in creating opportunities to safely examine assumptions and beliefs, which may serve as barriers to a school culture that embraces diversity in race, language, gender, culture and values.	☐ Collaborates with other school/district leaders to develop more effective strategies to comply with regulations, improve school safety, and ensure equitable application of safety procedures. ☐ Collaborates with other school/district leaders to proactively identify physical and emotional threats and resolve them peacefully. ☐ Reduces conflict in school and district setting by monitoring and promoting a positive school culture encouraging positive engagement between students, staff, and parents. ☐ Systematically elicits feedback from school, district, and community and is explicit in analysis of and refection on data and establishes actions based on data analysis. ☐ Collaborates with other school/district leaders as well as with instructional staff, students, and their families in creating opportunities to safely examine deeply held assumptions and beliefs, which may serve as barriers to a school culture that embraces diversity in race, language, gender, culture, and values.

1b. Communication: *Principal is proactive in communicating the vision and goals of the school or district, the plans for the future, and the successes and challenges to all stakeholders.*

Unsatisfactory	Basic	Proficient	Distinguished
The principal ☐ Doesn't develop a vision for the school or develops a vision for the school with little or no collaboration with stakeholders. ☐ Does not monitor school goals or plans or align them to school programs. ☐ Does not create or support opportunities for departments to communicate or collaborate. ☐ Uses print and/or email but does not use additional technology (e.g., website, social media) for communication to parents or other external constituents. A technology-based communications plan is not available.	The principal ☐ When making organizational decisions, refers to and requires others to reference the mission and vision, ensuring all staff know and understand it. ☐ Monitors school goals, programs, and actions. ☐ Facilitates clear, timely communication across the school's departments to support effective and efficient school operations. ☐ Uses print and/or email and intermittently uses additional technology (e.g., website, social media) for communication to parents or external constituents. ☐ Puts in place a technology-based communication plan that shows the timeline for information dissemination.	The principal also ☐ Ensures that stakeholders have meaningful input in the school's vision and mission, aligning with academic and social learning goals for students. ☐ Adjusts the school improvement plan using data and input from stakeholders to ensure that programs and actions support the school's vision and mission. ☐ Leads school staff in using multidirectional communication strategies and engages stakeholders. ☐ Creates a technology-based communications plan that is based upon community members' technology use preferences and is timed to the school schedule.	The principal also ☐ Leads, participates in, or advocates for changes to school or district vision and goals based on data to improve performance, school culture, and school success. ☐ Through the use of multiple communication strategies, leads staff, colleagues, and community in creating and monitoring school improvement plans in alignment with the district's initiatives. ☐ Collaborates with staff and community members through the use of multiple communication strategies to increase the effectiveness of internal and external communication. ☐ Leads, participates in, or advocates for the use of technology or the development of technology-use communications plans to increase communication to all stakeholders regarding appropriate information for all stakeholders.

1c. Advocacy: *Principal advocates for education, the district and school, teachers, parents, and students that engenders school support and involvement.*			
Unsatisfactory The principal ☐ Does not meaningfully involve all stakeholders in the school's activities. ☐ Considers the community separate from the school and overlooks opportunities to engage in the community's various cultures.	**Basic** The principal ☐ Invites community input and inconsistently uses the input to inform decisions. ☐ Provides isolated opportunities for involving the community in school activities.	**Proficient** The principal also ☐ Consistently seeks and/or creates opportunities that engages the school community in activities that support teaching and learning. ☐ Promotes appreciation and understanding of the community's various cultures by providing opportunities for interaction with the community within the school.	**Distinguished** The principal also ☐ Leads or collaborates on initiatives to bring the community into the school facility to better understand its initiatives, culture, and/or needs. ☐ Proactively engages students, educators, parents, and community partners in building relationships that improve teaching and learning along with other emerging issues that impact district and school planning, programs, and structures.

Domain 2 – Collaborative Leadership: *An educational leader promotes the success of all students by ensuring management of the organization, operations and resources for a safe, efficient and effective learning environment. In collaboration with others, uses appropriate data to establish rigorous, concrete goals in the context of student achievement and instructional programs. He or she uses research and/or best practices in improving the education program.*

2a. Shared Leadership: *Principal fosters shared leadership that takes advantage of individual expertise, strengths, and talents, and cultivates professional growth.*			
Unsatisfactory The principal ☐ Does not use professional learning plans to support staff professional learning. ☐ Provides few advancement or leadership opportunities for staff. ☐ Has not begun to develop and implement shared leadership as part of the process of shared governance.	**Basic** The principal ☐ Through the use of professional learning plans, provides feedback on professional behavior to teachers and other staff and remediates behavior as needed. ☐ Provides staff equal access to opportunities for learning, leadership, and advancement. ☐ Has begun to develop and implement shared leadership as part of the process of shared governance.	**Proficient** The principal also ☐ Encourages professional growth through the use of a professional learning plan, providing opportunities for individualized professional development. ☐ Creates structured opportunities for instructional staff and other staff to expand leadership. ☐ Effectively develops and sustains a culture of shared leadership as part of the process of shared governance.	**Distinguished** The principal also ☐ Leads, participates in, or advocates for expanding the power of professional learning plans and their use as a tool to create dialog that promotes leaders throughout school and district. ☐ Collaborates with other school/district leaders on how to facilitate structured opportunities for increased shared leadership. ☐ Collaborates with other school/district leaders on how to effectively develop and sustain a culture of shared leadership as part of the process of shared governance.

2b. Priority Management: *Principal organizes time and delegates responsibilities to balance administrative/managerial, educational, and community leadership priorities.*			
Unsatisfactory The principal ☐ Does not manage time effectively or prioritize activities. ☐ Does not manage projects successfully, which leads to milestones and deadlines missed. ☐ Lacks systems and processes for planning and managing change. ☐ Cannot use or explain the use of technology to support instruction and learning.	**Basic** The principal ☐ Prioritizes the use of school time to ensure that some staff activities focus on improvement of student learning; organizes majority of professional time to the school's priorities but may also engage in time wasting activities. ☐ Manages projects using list of milestones and deadlines; impact of change is sometimes documented. ☐ Establishes clear and consistent process and systems to manage change. ☐ Uses email, but relies on others to facilitate communications and monitoring through the use of technology to support instruction and learning.	**Proficient** The principal also ☐ Prioritizes the use of school time to ensure that staff and student activities focus on improving student learning. ☐ Applies project management to systems throughout the school and systematic monitoring and collaboration with stakeholders. ☐ School staff and other stakeholders adhere to established processes and procedures in place to manage and monitor change. ☐ Uses and initiates the use of technology among staff in order to support instruction and learning.	**Distinguished** The principal also ☐ Coaches or facilitates other leaders in effective use of school time by prioritizing to ensure staff and student activities focus on school priority areas and student learning. ☐ Leads, participates in, or advocates for districtwide efforts to apply project management systems and facilitates systematic monitoring and collaboration with stakeholders. ☐ Mentors/Coaches other school leaders in effective, transparent strategies that systematically manage and monitor change while incorporating staff and stakeholders. ☐ Uses advanced features to lead effective use of a variety of technology tools to increase productivity and support instruction and learning.

2c. Transparency: *Principal seeks input from stakeholders and takes all perspectives into consideration when making decisions.*			
Unsatisfactory The principal ☐ Makes decisions with little or no consultation with stakeholders.	**Basic** The principal ☐ Is transparent with staff about allocation of resources and any expected changes.	**Proficient** The principal also ☐ Seeks input from stakeholders, and is transparent about decisions by informing stakeholders of purposes and anticipated effects of those decisions.	**Distinguished** The principal also ☐ Anticipates the possible effects of decisions to minimize unintended consequences.

2d. Leadership Renewal: *Principal strives to continuously improve leadership skills through, professional development, self-reflection, and utilization of input from others.*

Unsatisfactory	Basic	Proficient	Distinguished
The principal ☐ Does not write or consider a professional learning plan. ☐ Does not engage in professional development opportunities. ☐ Does not use self-reflection or monitoring of goals in measuring professional growth. ☐ Does not address discrimination or intolerance in professional growth, reflection practices, or in the school community. Does not address problems of discrimination or intolerance in the school community.	The principal ☐ Completes a professional learning plan in a timely manner. ☐ Engages in professional development offered to principals by the district. ☐ Meets requirements for self-reflection, evaluating his/her own practice, and discussing feedback with evaluator; adjusts practice as required. ☐ Pursues professional development and training to support efforts in eliminating discrimination or intolerance in the school	The principal also ☐ Seeks throughout the year to improve leadership skills by collaborating with colleagues, pursuing professional development that improves leadership skills, and is incorporated in a professional learning plan. ☐ Uses feedback, surveys, and evaluations to inform personal professional development plans and improves practice by consistently monitoring progress and making adjustments as necessary. ☐ Uses self-reflection and data that is aligned to school and district vision and/or needs. As goals are measured and achieved, leadership skills, school culture, and student learning are improved. ☐ Acts as a role model against discrimination and intolerance and leads professional development/conversations as necessary so that students and staff support efforts to eradicate any of these practices from the school setting.	The principal also ☐ Leads, participates in, or advocates for district efforts to improve principal professional development that improves leadership skills while incorporating these skills within professional learning plans. ☐ Leads, participates in, or advocates for the use of feedback, surveys, and evaluations that inform professional development and improves professional practice by consistently monitoring progress and making adjustment as necessary. ☐ Leverages opportunities to lead staff and district to systematically monitor professional development and progress towards goals using self-reflection and data to measure and improve professional skills. ☐ Leads, participates in, or advocates for districtwide efforts against discrimination or intolerance.

2e. Accountability: *Principal establishes high standards for professional, legal, ethical, and fiscal accountability self and others.*

Unsatisfactory	Basic	Proficient	Distinguished
The principal ☐ Is not prepared, is often absent at key meetings, engages in disrespectful behaviors that do not honor others. ☐ Manages fiscal responsibilities in a disordered, irresponsible way. ☐ Engages in illegal or unethical conduct. ☐ Does not understand policies and laws related to school and district. ☐ Cannot describe how technology tools are used to collect, organize or analyze data.	The principal ☐ Is prepared, participates in, and is ready to listen to and respect others in planned and unplanned meetings with periodic exceptions (sidebar conversations, distractions during planned or unplanned meetings). ☐ As allowed by the district, allocates available fiscal, personnel, space, and material resources in an appropriate legal and equitable manner. ☐ Does not engage in illegal or unethical conduct. ☐ Understands policies and laws related to school and district and enforces or complies as necessary. ☐ Encourages staff to use some technology tools to collect, organize and analyze data.	The principal also ☐ Is prepared, participates fully in, and is ready to listen to and respect others in planned and unplanned meetings. He/she encourages ideas and engages others in meaningful dialogue. ☐ Works with others to modify educational systems, as needed, to increase their effectiveness in using and allocating fiscal, personnel, space, and material resources to meet all students' needs. ☐ Meets the letter and spirit of the law, avoiding both the fact and appearance of impropriety concerning illegal or unethical behavior, while expecting students and colleagues to display professional ethical and respectful behavior at all times. ☐ Effectively implements district rules, policies, and laws while enforcing clear expectations, structures, and fair rules and procedures for students and staff. ☐ Conscientiously and routinely studies changes to laws and policies to maintain the school's compliance. ☐ Uses/demonstrates the use of technology tools for data analysis.	The principal also ☐ Leads and is an example for others concerning preparation for meetings, participation, and respectful behaviors within meetings, while promoting appropriate behavior in meetings and encouraging sharing of ideas and engaging others in meaningful dialogue. Provides meaningful and timely input into the development of district and board policy. ☐ Leads, participates in, or advocates for district or statewide efforts to improve the effective and efficient use of resources, supporting fiscal accountability. ☐ Leads, participates in, or advocates for districtwide professional development concerning illegal or unethical conduct. ☐ Leads, participates in, or advocates for conversations about district rules, policies, and laws while enforcing clear expectations, structures, and fair rules and procedures for students and staff. ☐ Leads colleagues in using a systematic method to routinely study changes to laws and policies to maintain the school's compliance. ☐ Leads, participates in, or advocates for the use of technology tools for data analysis.

Domain 3 – Instructional Leadership: *An educational leader promotes the success of all students by facilitating the development, articulation, implementation, and stewardship of a vision of learning that is shared and supported by the school community. He or she provides leadership for major initiatives and change efforts and uses research and/or best practices in improving the education program.*

3a. Innovation: *Principal seeks and implements innovative and effective solutions that comply with general and special education law.*

Unsatisfactory	Basic	Proficient	Distinguished
The principal	The principal	The principal also	The principal also
☐ Does not support or encourage staff members to refine curriculum, innovate, or improve instruction. ☐ Does not provide opportunities for instructional staff to collaboratively analyze data to support individual students or groups of students. ☐ Is familiar with local, state, and federal laws and policies. ☐ Has not promoted the use of technology that supports student mastery of the required curriculum.	☐ Inconsistently provides opportunities for staff members to refine curriculum, innovate, or improve instruction OR mandates activities that are not meaningfully connected to staff engagement and/or school needs. ☐ Has begun to engage instructional staff in the collaborative analysis of data to support individual students or groups of students. ☐ Adheres to all local, state, and federal laws and policies and regulations while ensuring activities legally align to the connecting laws, policies, and regulations. ☐ Encourages instructional staff members to have access to some technology, hardware, software, professional learning, and support.	☐ Encourages opportunities for instructional staff to routinely engage in techniques to review performance data and student work to refine curriculum implementation and innovation. ☐ Systematically engages instructional staff in ongoing collaborative analysis to plan for continuous improvement for each student, student group, and subgroup of students and the school as a whole. ☐ Conscientiously and routinely studies changes to laws and policies while collaborating with experts concerning general and special population educational needs of students. ☐ Requires, monitors, and models the use of technology that supports student mastery of the required curriculum.	☐ Coaches or mentors others in the use of techniques such as action research to refine curriculum implementation and innovation. ☐ Encourages members of his/her instructional staff to lead district in techniques such as action research projects to refine curriculum and drive innovation. ☐ Leads, participates in, or advocates for a districtwide, systematic collaboration of instructional staff and coaches ongoing collaborative analysis to plan for continuous improvement for each student, student group, and subgroup of students and the school as a whole. ☐ Routinely studies changes to laws and policies and leverages relationships with external agencies, organization, and partners to support collaboration with experts concerning general and special population educational needs ☐ Coaches or leads district leadership in promoting, monitoring and modeling the use of technology to support mastery of the required curriculum.

3b. Instructional Vision: *Principal ensures that instruction is guided by a shared, research-based instructional vision that articulates what students do to effectively learn the subject.*			
Unsatisfactory The principal ☐ Is not familiar with and has not mapped Idaho's standards or planned for their implementation. ☐ Lacks an instructional vision that includes the process of curriculum alignment, both vertically and horizontally. ☐ Does not have a research-based strategic action plan regarding instruction.	**Basic** The principal ☐ Provides time, space, and opportunities for staff to align curriculum to Idaho standards per district instructional priorities. ☐ Encourages staff to collaborate in the process of curriculum alignment, both vertically and horizontally. ☐ Has shared a research-based strategic action plan regarding how instruction is shared and has clarified roles to enhance organizational alignment.	**Proficient** The principal also ☐ Leads and collaborates with instructional staff to align the school curriculum and instruction with Idaho standards. ☐ Implements an instructional vision to fully align the curriculum horizontally and vertically with Idaho standards. ☐ Collaborates with instructional staff to create a research-based strategic action plan that ensures instruction is guided and shared and clarifies roles to enhance organizational alignment.	**Distinguished** The principal also ☐ Leads, participates in, or advocates for identification of best practices to align curriculum and instruction to Idaho standards. ☐ Leads, participates in, or advocates for curriculum alignment through a systematic, continuous process to fully align the curriculum horizontally and vertically with Idaho standards. ☐ Leads, participates in, or advocates for a research-based strategic action plan through collaboration with instructional staff that ensures instruction is guided and shared that includes a management system that clarifies roles to enhance organizational alignment.

3c. High Expectations: *Principal sets high expectation for all students academically, behaviorally, and in all aspects of student well-being.*

Unsatisfactory The principal	**Basic** The principal	**Proficient** The principal also	**Distinguished** The principal also
☐ Communicates the need for using student data for student outcome decision making and monitoring with little to no evidence supporting efforts to actually do so. ☐ Rarely uses techniques to monitor or document that instructional staff use high-impact instructional practices. ☐ Does not engage instructional staff in collaborative efforts to set high standards for learners. ☐ Provides few to no opportunities for staff members to participate in a collaborative process to set and use benchmarks and rubrics to generate student efficacy and responsibility. ☐ Conveys an understanding of the integration of research based practices to address the whole child, but provides little evidence to support their use in practice.	☐ Uses student data to monitor student success by identifying students or student groups that may be struggling. ☐ Monitors and documents instructional staff's use of high-impact instructional practices. ☐ Inconsistently engages instructional staff in efforts to set high standards for learners. ☐ Uses benchmarks and rubrics for assessing student work; it is inconsistent across instructional staff. ☐ Uses a wide range of research-based practices to address the needs of the whole child.	☐ Uses student growth data to routinely collaborate with instructional staff by identifying critical gaps, and initiates modification of instruction. ☐ Collaborates with instructional staff and incorporates observation to ensure that instructional staff uses high-impact instructional practices. ☐ Collaborates with instructional staff to set high expectations and identify potential barriers to success for all learners. ☐ Consistently uses a systematic process to set and use benchmarks and rubrics ☐ Collaborates with instructional staff including a wide range of specialists to use research-based practices to address the needs of the whole child.	☐ Leads, participates in, or advocates for district-wide efforts to collaboratively measure and monitor student growth data and initiate modifications as necessary. ☐ Leads, participates in, or advocates for district staff in supporting the use of high-impact instructional practices across the district, monitoring effect over time. ☐ Leads school and mentors district colleagues to collaborate with instructional staff to set high expectations and identify potential barriers to success for all learners. ☐ Leads, participates in, or advocates for districtwide effort to use an organized collaborative process to set and use benchmarks and rubrics. ☐ Leads, participates in, or advocates for a comprehensive integration of research based practices to address the whole child and also seeks advice of psychologists, nurses, social workers, learning disabilities and gifted and talented specialists, speech and language pathologists, and other experts who can help address student needs.

3d. Continuous Improvement of Instruction: *Principal has proof of proficiency in assessing teacher performance based upon the Danielson Framework for Teaching. Aligns resources, policies, and procedures toward continuous improvement of instructional practice guided by the instructional vision.*

Unsatisfactory	Basic	Proficient	Distinguished
The principal ☐ Cannot provide evidence of proficiency in observation. ☐ Does not encourage professional learning plans with staff and teachers during the evaluation process.	The principal ☐ Provides evidence of evaluator proficiency in assessing teacher performance with accuracy and consistency based upon Danielson Framework for Teaching. ☐ Implements professional learning plans with staff and teachers during the evaluation process, using self-reflection, student growth goals and formative and summative conversations at the beginning and ending of each year.	The principal also ☐ Consistently provides evidence of evaluator proficiency by annually renewing and recalibrating proficiency at assessing teacher performance, based upon Danielson Framework for Teaching. ☐ Consistently and effectively implements professional learning plans for staff and teachers in the evaluative process, ensuring that staff incorporate reflective goal setting practices prior to the school year. ☐ Collects formative assessment and student growth data during the course of the school year, which informs summative evaluation and staff's instructional goals, using a cyclical process to improve instructional practices.	The principal also ☐ Supports the development in measuring and analysis of district's instructional leaders' proficiency levels based upon Danielson Framework, determined annually and supports professional development (PD) based upon levels of proficiency. Adequately monitors plan implementation. ☐ Supports district leadership staff in using professional learning plans, supporting teachers and staff in incorporating reflective goal setting prior to the year and at year's end.

3e. Evaluation: *Principal uses teacher evaluation and other formative feedback mechanisms to continuously improve teacher effectiveness.*

Unsatisfactory	Basic	Proficient	Distinguished
The principal ☐ Does not adhere to legal state and district requirements for teacher and staff evaluation.	The principal ☐ Adheres to legal state and district requirements for teacher and staff evaluation.	The principal also ☐ Provides formative and summative evaluation feedback to staff and teachers, informing them of the effectiveness of their classroom instruction and ways to improve their instructional practices using some data to inform professional development decisions.	The principal also ☐ Utilizes multiple measures to evaluate staff members and teachers, informing them of the effectiveness of their instruction; uses evaluation results to inform professional development decisions.

3f. Recruitment and Retention: *Principal recruits and maintains a high quality staff.*			
Unsatisfactory The principal ☐ Has little success in recruiting, selecting, or hiring highly qualified and effective personnel. ☐ Creates a work environment for teachers where staff feels isolated and unvalued. ☐ Has little to no support or ongoing mentoring or coaching in place.	**Basic** The principal ☐ Has had some success in recruiting, selecting, and hiring highly qualified personnel, based on selection process on district policy. ☐ Work environment leads some staff to view themselves as members of a team where efforts are valued by some. ☐ The school has established a mentoring system where teachers meet occasionally, supporting where they can.	**Proficient** The principal also ☐ Actively recruits, carefully selecting and hiring highly qualified and highly effective personnel based on school needs and selection process on district policy. ☐ Emphasis of school environment leads staff to view themselves as members of a team, where staff achievements are consistently celebrated on a regular basis and where members feel valued. ☐ Has established a structured, comprehensive and sustained mentoring or coaching program designed to provide varied and scaffolded supports where new teachers are supported in an individualized mentoring or coaching program.	**Distinguished** The principal also ☐ Leads, participates in, or advocates for district efforts to recruit and retain a highly qualified and highly effective personnel, encouraging diversity in school staff. ☐ Leads, participates in, or advocates for the creation of a work environment for district staff and teachers where they view themselves as members of a school and district team that are harmonious, where staff achievements are routinely celebrated and district and school staff feel valued. ☐ Leads, participates in, or advocates for a districtwide structured, comprehensive and sustained mentoring or coaching program where new teachers are supported in a variety of scaffolded supports, designed to be individualized for the mentoring or coaching participants.

EDUCATION SERVICE PROVIDER

How and Why the ESP was Selected

The founding committee has chosen to partner with Academica, a charter school service organization, and Pinecrest Academy, Inc., a STEAM-focused school network, for the planning and establishment of Pinecrest Academy of Lewiston. Pinecrest Academy, Inc. is a non-profit corporation and provides educational support services, while Academica handles the "business" side of the school. The founding committee believes it is in our best interest to replicate a successful school model rather than create a new curriculum and school program from scratch. PAL chose to join the Pinecrest Academy network and contract with Academica because of their outstanding academic and financial success, and because of their track record of successfully replicating the school model. Pinecrest Academy is recognized for excellence nationally by independent organizations and receives excellent results on state performance measures.

While PAL will be replicating Pinecrest Academy Inc.'s school model, PAL's governing board will maintain complete autonomy over the governance of the school. This was an attractive feature to the founding committee because it allows the governing body to tailor PAL to our community's needs.

Pinecrest Academy, Inc. has partnered with Academica to provide business services for over 18 years. Academica is one of the nation's longest-serving charter school service and support organizations. Academica was founded in 1999 on the principle that each school is a unique educational environment led by an independent governing board with a specific vision for its school, and Academica works to facilitate the Board's vision for its school and ensure that vision is implemented. Academica's clients maintain complete control over their schools' academic programs, staffing needs, management, and curricula. Academica has local offices that serve charter management organizations and independent charter schools in Idaho, Arizona, Florida, California, Texas, Utah, Nevada, Colorado, and Washington D.C. Academica staff from Nevada will assist Pinecrest Academy, Inc. in providing services to Pinecrest Academy of Lewiston. PAL will benefit from not only the Pinecrest Academy network of schools, but also an existing portfolio of over 150 Academica partner schools.

Moreover, we feel Academica's fee and Pinecrest Academy Inc.'s affiliation fee are very reasonable. The governing board analyzed data regarding several education service providers currently working with charter schools in Idaho, and the Board concluded that Academica offers a competitive price and has a proven track record of success while still allowing for the Board to maintain full control over the operations of the school.

Term Sheet

Fees and compensation to be paid to the provider: The fee that Academica charges is per pupil based ($450 per pupil per year). As the number of students enrolled increases, Academica's services necessarily increase as well. For example, a larger student body requires a larger facility and a consequential increase in facilities management services. A larger student body requires more staff and an increase in Human Resources-related services. A larger student body requires more equipment and fixtures which creates an increase in procurement, budget management, and bookkeeping services. As a result, basing a fee on a fixed per pupil charge is "attributable to the actual services provided" and compliant with State law. Furthermore, since the fee is not a percentage of income, the fee does not increase with any increase in school funding which may be passed by the state legislature. Finally, the Academica

contract contains a provision that allows the fee to be adjusted if the school is facing financial hardship.

Pinecrest Academy, Inc., charges a fee of 1% of annual revenues in exchange for the support services detailed below and the use of the Pinecrest Academy name and logo. The Pinecrest Academy, Inc. fees will support the staff travel and materials necessary to provide the professional development services and accreditation support provided for in the services agreement.

Proposed Duration of Contract: The proposed initial term of the contract is to be two years. Thereafter, the contract shall automatically renew for the full term of the initial Charter Agreement, absent notice of termination.

Renewal and Termination: Following the term of the initial Charter Agreement, the Agreement shall automatically renew for the term of each successive renewal of the Charter Agreement unless and until either party delivers to the other, no more than 180 days nor less than 30 days prior to the expiration of any Charter Agreement, written notice that the Agreement shall be cancelled at the expiration of the term of the then-current Charter Agreement.

Performance Evaluation Measures and Mechanisms: The board expects Academica Nevada to perform each of the specific duties of the contract. Academica Nevada is expected to work in such a manner that school's annual financial audits do not have any material deficiencies. All state reports must be responded to in a timely manner and to the expectations of the specific state agencies.

They should work in a manner that is supportive and allows the principals to focus on educational goals. The principals should be able to discuss and get immediate advice on day-to-day operational issues.

The board expects Pinecrest Academy, Inc. to provide regular and effective professional development resources that result in improved instruction and academic performance, as measured by the administrator's teacher evaluations and student assessments. We expect Pinecrest Academy, Inc. to successfully assist in completing the accreditation process. We expect Pinecrest Academy, Inc. to work closely with the principal and instructors in developing open and ongoing communication which includes assistance in problem solving, successful planning strategies, and shared technology programs and training.

Annually, each Board Member and the Principals will evaluate the service provider in eight areas, including Financial Reporting, Financial Management, Human Resource Management, School Operations Management, Start-up and Expansion, Mission Support, Job Knowledge, and Executive Leadership. In evaluating the Service Provider, the Board Members and the Principal will use the Service Evaluation rubric that can be found at the end of this document.

Relationship to Governing Board & Roles and Responsibilities

School Governing Board: The Governing Board will determine the academic direction and oversee the operation of the School. It shall be the responsibility of the governing body to establish annual budgets, adopt financial policies and procedures, set human resources policies, and select the school's legal counsel. The Board will hire, evaluate, and oversee the school principal. The Board will locate a Principal by recruiting talented individuals who have knowledge of, and experience with, instructional, educational, and school site matters. The Committee to Form agrees that, as the Board of Pinecrest Academy of Lewiston, it will need to identify opportunities for growth for the administrator of the school and provide the administrator support to ensure the school is successful. This will be on ongoing process. However, to ensure early success, PAL will partner with Pinecrest Academy, Inc. which will provide the administrator with training, share best practices, and collaborate on educational programs and initiatives. This

partnership will provide PAL's administrator with an immediate knowledge base and support team that will facilitate early and consistent success.

It shall be the responsibility of the Board to know the law and regulations governing the school, attend conferences and technical assistance meetings, avoid conflicts of interest, assign students' interests and academic achievement as the top priority of the school, maintain a diverse governing body, maintain accountability and transparency in all operations, and cooperate with the Board's Sponsor. The Board Chair will assure that the training and orientation set forth in the Bylaws of PAL will focus on preparing the Board to fulfill these responsibilities. The Board will retain independent legal counsel and seek advice and assistance from legal counsel when any issue is in doubt. The Board's legal counsel will not be an employee or Board Member of Academica Nevada or Pinecrest Academy, Inc.

School Staff: The Principal, as the instructional leader, will be responsible for all aspects of day-to- day administration of the school within the scope of the board's operating policy and in compliance with district, state, and federal guidelines. The School's on-site administration (principal, assistant principal, and lead staff) will ensure the operations of the school (resources, courses, and policies) are in accordance with the mission and vision of the School. The principal, as the instructional leader, will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the School. The Principal will hire, oversee, and evaluate faculty and staff. The faculty and staff will be responsible for carrying out these procedures in their daily activities and interactions with students, parents, and the community.

The School's on-site administration consists of the principal and/or administrative support staff that is responsible for the curriculum development, working with the teaching staff, and addressing student-related issues. The administrative staff, as instructional leaders, will make all school-based decisions, establishing and implementing procedures for the day-to-day operations of the school. The principal will be an employee of the school, not an employee of the Educational Management Organization. The principal, with the support of the administrative staff, will ensure that the operations of the school (resources, courses, and policies) are in accordance with the mission and vision of the school. The Principal will also be the person authorized to draw purchase orders for payment of the school's money. The Principal will have authority to delegate additional administrative tasks to supporting administration positions including, but not limited to, assistant principal, lead teacher, office manager, grade/department chairs, etc.

Service Provider: The role of Academica Nevada and Pinecrest Academy, Inc. is to serve at the will and guidance of the Board. We expect Academica Nevada and Pinecrest Academy, Inc. to carry out the defined responsibilities found in their respective contracts and set forth in the "Scope of Services" below in a manner that is consistent and assists the board meet its vision.

The School will hire Academica Nevada to provide specific business support services thereby freeing up the school administrator to focus on the educational goals set by the governing board. Support services that Academica Nevada will provide include, but are not limited to, the following:

- Assist the Board in creating budgets and financial forecasts;
- Assist the Board in preparing applications for grant funds;
- Monitor and assure Compliance with all state reports;

- Assist the Board in locating and securing a school facility;
- Maintain the financial books of the school;
- Assist with systems development;
- At the Board's direction, prepare agendas, and post notices of all board meetings;
- Assist the Board in identifying and retaining an employee leasing company;
- Provide human resources-related services such as dispute resolution and contract preparation and review; and
- Assist the Board in renewing the School's charter.

As part of the commitment and relationship between Pinecrest Academy of Lewiston and Academica Nevada, it is understood and agreed that Academica Nevada will NOT do the following:

- Employ the School Administrator or any other licensed personnel;
- Draw orders for the payment of money, as that responsibility is limited strictly to the school's board and principal;
- Use fees paid by PAL to benefit or subsidize schools located outside of Idaho; or
- Permit the school's lease and management contract to be conditioned one upon the other.

Academica Nevada will assist PAL in furthering the school's mission and purpose by enabling the School to obtain better facilities, lower pricing on furniture and equipment, make more accurate budget projections, obtain better insurance rates, benefits packages for employees of the school, and financing rates than would otherwise be possible. These services will help PAL serve more students and maintain financial surpluses without compromising the educational goals of the school.

The school will affiliate with Pinecrest Academy, Inc. to provide the following services:

- On-site principal training and professional development;
- On-site teacher training and professional development;
- Classroom critique and assessment;
- Technology training; and
- Help attain accreditation.

None of the services provided by Pinecrest Academy, Inc. will overlap those provided by Academica Nevada.

Financial Controls and Oversight: The Board will adopt sound financial policies and accounting procedures. These policies ensure effective internal controls over revenues, expenses, and fixed assets and are evaluated on a regular basis to ensure compliance with all statutory and regulatory authorities.

The school principal/administrator will be responsible for all aspects of school operations within the scope of operating policy and budgetary approval by the Governing Board. The school's on-site administration/faculty and

staff will report directly to the principal, who then reports to the Governing Board. Academica Nevada will provide bookkeeping and financial forecasting services to the Governing Board for its oversight and approval.

School invoices relating to daily operations will be managed by Academica Nevada. The principal will manage the daily operations and site-based finances, including expenditures and receivables and seek prior approval from the Board for expenditures over a pre-approved amount (as per Board policy). The Principal and Academica Nevada will report on a monthly basis to the Governing Board on all payroll reports, financial statements, and any other information requested by the Board.

The Board will contract with an independent accounting and audit firm to perform internal control testing and review annually. School Administration, Office Managers, and Academica Nevada staff are required to work closely with the independent accounting and audit firm to develop and implement all necessary internal controls to ensure accurate and honest accounting at all campus locations.

Methods of Contract Oversight and Enforcement by the Governing Board and/or School Staff: The Board will hire independent counsel to advise and guide the Board in any necessary contract oversight and enforcement. The independent counsel will NOT represent Academica Nevada in any capacity.

Provides High-quality Services

As mentioned previously, Academica has local offices that serve charter management organizations and independent charter schools in Idaho, Arizona, Florida, California, Texas, Utah, Nevada, Colorado, and Washington D.C. Academica staff from Nevada will assist Pinecrest Academy, Inc. in providing services to PAL.

Academica Nevada currently services twenty-five (25) campuses for nine (9) charter school boards in Nevada. Nevada rates its schools through a star system, with 1-star being the lowest rating and 5-star being the highest. Each school level (elementary, middle, high) receives an individual rating. See below for how well the schools serviced by Academica performed during the latest school year for which star ratings are available, the 2018-19 school year:

Charter	Campus	Level	Grades Served	School Star Rating
CIVICA	North Las Vegas	Elementary	K-5	not rated
		Middle	6-8	not rated
Doral	Cactus	Elementary	K-5	5
		Middle	6-8	5
	Fire Mesa	Elementary	K-5	5
		Middle	6-8	5
	Pebble	Elementary	K-5	5
		Middle	6-8	5
	Red Rock	Elementary	K-5	5
		Middle	6-8	4
		High	9-12	not rated
	Saddle	Elementary	K-5	4
		Middle	6-8	5

DANN	Northern Nevada	Elementary	K-5	5
		Middle	6-8	5
Mater	Bonanza	Elementary	K-5	3
		Middle	6-8	4
	East	Elementary	K-5	not rated
		Middle	6-8	not rated
		High	9-12	not rated
	Mountain West	Elementary	K-5	4
		Middle	6-8	5
MANN	Northern Nevada	Elementary	K-5	3
		Middle	6-8	5
Pinecrest	Cadence	Elementary	K-5	4
		Middle	6-8	5
		High	9-12	not rated
	Horizon	Elementary	K-5	4
	Inspirada	Elementary	K-5	5
		Middle	6-8	5
	Sloan Canyon	Elementary	K-5	not rated
		Middle	6-8	not rated
		High	9-12	not rated
	St. Rose	Elementary	K-5	4
		Middle	6-8	5
PANN	Northern Nevada	Elementary	K-5	not rated
		Middle	6-8	not rated
Somerset	Aliante	Elementary	K-5	2
		Middle	6-8	5
	Lone Mountain	Elementary	K-5	5
		Middle	6-8	5
	Losee	Elementary	K-5	2
		Middle	6-8	2
		High	9-12	2
	North Las Vegas	Elementary	K-5	2
		Middle	6-8	4
	Sky Point	Elementary	K-5	5
		Middle	6-8	5
		High	9-12	2
	Skye Canyon	Elementary	K-5	5
		Middle	6-8	5
	Stephanie	Elementary	K-5	5
		Middle	6-8	5
Sports Leadership & Management	SLAM	Elementary	K-5	not rated
		Middle	6-8	3
		High	9-12	not rated

Attachment F2: ESP Evaluation Rubric

Service Evaluation Rubric

Check the appropriate box next the performance level and provide comments when needed.

Board Management			
Responsibilities: Staff coordinates Board meeting dates, times, and locations. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching** ☐	**Solid** ☐	**Exemplary** ☐
No communication is provided regarding Board meeting dates, times, and locations.	Inconsistent communication is provided regarding Board meeting dates, times, and locations.	Staff provides consistent communication regarding Board meeting dates, times, and locations. Quorum confirmation is always ensured.	Staff provides highly consistent communication to all parties regarding Board meeting dates, times, and locations; including calendar invites and reminders.
Comments:			
Responsibilities: Staff is responsible for working with System Leaders for feedback on items to be added to the agenda. Staff is responsible for ensuring timely posting of agendas to designated locations as required by Open Meeting Law. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching** ☐	**Solid** ☐	**Exemplary** ☐
Staff has no communication with System Leaders during preparation of Board meeting agendas. Staff does not comply with Open Meeting Law, and deadlines are often missed.	Occasionally System Leaders receive communication from staff regarding items to be placed on the agenda. Staff occasionally complies with Open Meeting Law and required deadlines.	Without fail staff works with System Leaders to ensure that necessary items of importance are placed on each agenda. Staff diligently works to comply with Open Meeting Law and consistently meets required deadlines.	Staff provides a high level of service, consistently communicating with System Leaders to ensure all necessary and/or required items are placed on the agenda for Board consideration. Staff always ensures that all posting requirements are met per Open Meeting Law; as well as providing transparency to the system community by providing agenda access in additional locations.
Comments:			
Responsibilities: Staff gathers, prepares, and distributes support materials. Staff prepares all required documents and equipment for use during Board meetings. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching** ☐	**Solid** ☐	**Exemplary** ☐
There is a lack of proper support materials prior to Board meetings. Room, documents, and equipment are not prepared for Board meetings.	Timely distribution of support materials prior to Board meetings is inconsistent. Staff lacks proper preparation for Board meeting by failing to provide necessary equipment and materials for the Board meeting.	Staff prepares and distributes accurate support materials in advance of Board meetings, allowing Board members to properly prepare prior to the meetings. Rooms, documents, and equipment are consistently prepared in advance of Board meeting time, allowing meetings to begin on time and run efficiently.	Staff provides highly effective support materials, which are prepared and distributed in a timely manner to allow Board members ample time for preparation. In an effort to provide transparency, staff consistently works to ensure Stakeholders have access to Board meeting support materials.

Comments:

Responsibilities: Preparation of Board meeting minutes in a timely manner in compliance with Open Meeting Law.
☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Staff does not prepare meeting minutes, resulting in violation of Open Meeting Law.	Staff inconsistently prepares Board meeting minutes resulting in occasional violation of Open Meeting Law. Prepared minutes contain errors and/or typos.	Staff prepares accurate minutes, resulting in effective follow up on future agenda items. Staff distributes minutes in accordance with Open Meeting Law.	Staff consistently and expertly prepares minutes, capturing necessary elements of each Board meeting, allowing for an accurate depiction of the meeting. As minutes are prepared, staff ensures that any item request and/or items of concern are noted for discussion with System Leaders for future agendas. Minutes are always posted in compliance with Open Meeting Law.

Comments:

Facilities Maintenance

Responsibilities: Dispatch vendors to the school site for repairs and maintenance through the Facilities Ticket System.
☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for repairs and maintenance are ignored and/or no attempt is made to provide service.	Some jobs entered into the ticket system are attended to in a sufficient manner. Modest attempt is made to fulfill job requests.	Jobs entered into the Facilities Ticket System are responded to within 5-10 hours (depending on priority level) and vendors are dispatched to the campus.	Expert or high level of service is provided in dispatching vendors to the school site with immediate follow up when entered into the Facilities Ticket System.

Comments:

Responsibilities: Secure vendors and bids for ongoing contracted services (janitorial, landscaping, fire inspection, etc.)
☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for quotes/bids are ignored. Little or no attempt is made to find vendors.	Less than three quotes/bids are presented for ongoing contracted services. There is a delay in providing quotes of more than 40 days.	A minimum of three quotes / bids are presented for ongoing contracted services. Quotes / bids are provided in less than 35 days.	More than three vendors are brought forward with quotes / bids for ongoing contractual services. Quotes / bids are provided within less than 25 days.

Comments:

Responsibilities: Communicate with site based personnel on requested projects/repairs.
☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No communication is provided regarding service projects or repairs.	Inconsistent communication is provided to the facilities' representative regarding maintenance and repairs. Extended length of time occurs between communications or schools must seek the information.	Effective communication is provided to the facilities' representative regarding the status of a maintenance job after initial request. In addition, weekly communication is provided regarding outstanding requests.	Highly consistent level of communication is provided to schools with frequent updates regarding the status of outstanding requests. Follow-up is provided to ensure schools are highly satisfied with the outcome.

Comments:

Finance – Accounting

Responsibilities: Budget to actuals are provided to the Board and School Principals in order to make timely and accurate decisions.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Budget to actuals are never provided accurately or timely to Board. No explanations of what makes up the differences.	Inconsistently meets deadline for budget to actual. Lack of details as to what makes up the differences.	Consistently provided timely to allow for review and development of questions at or prior to board meetings. Able to provide details and backup (when necessary) to what makes up the differences.	Consistently provided timely and provides expert knowledge of the financials.

Comments:

Responsibilities: Submit State reports on time and ensures schools are meeting required state/federal guideline for use of funds.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Consistently late on submission of state reports. Never communicates with the Board or Schools about new or existing required guidelines for the use of funds.	Inconsistent submittal of reports on time. Little communication to the Board and School about guidelines for the use of funds.	Submit reports on time. Keeps Board and School up to date on guidelines for the use of funds.	All reports are submitted on time and accurately. Board and School are kept up to date about guidelines for use of funds and provide explanations about those guidelines.

Comments:

Responsibilities: Provide Office Managers with support and training to meet their needs (including QB and SGF Account support).

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Office Managers were never trained and questions are never addressed.	Poorly trained, questions are inconsistently addressed in a timely manner (over 1 business day).	Received appropriate training and questions are addressed in a timely manner (within 1 business day).	Receives continuous training and communicates effectively to resolve questions.

Comments:

Finance – Accounts Payable

Responsibilities: AP Clerk answers all my questions in a timely manner and provides constant guidance.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
AP Clerk does not respond to questions and ignores requests for assistance.	AP Clerk will occasionally respond to questions and provides moderate support and guidance.	AP Clerk addresses inquires effectively and within a reasonable amount of time (1 business day). Accounts Payable offers help and guidance when it is requested.	AP Clerk regularly takes the initiative to ask if the school is experiencing any problems, offers solutions, and is highly consistent in providing guidance on policies and procedures.

Comments:

Responsibilities: AP Clerk makes payments to vendors in a timely manner.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
AP Clerk makes little to no attempt to pay vendors on time resulting in late fees, cancellation of orders, interruptions of service and numerous payment status inquiries from vendors.	AP Clerk inconsistently pays vendors on time.	AP Clerk effectively processes payments on time, preserving positive relationships with vendors, and improving credit ratings.	AP Clerk exceeds expectations by demonstrating a high turn- around time when processing payments.
Comments:			

Responsibilities: AP Clerk efficiently handles vendor inquiries, credit applications, adding/removing users from current accounts, obtains proper authorization before payments being made according to Financial Policies & Procedures.
☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
AP Clerk makes no attempt to handle vendor inquiries, credit applications, adds / removes users from current accounts, and does not guide me to follow Financial Policies & Procedures.	AP Clerk makes a moderate effort to handle vendor inquiries, credit applications, adds / removes users from current accounts, and sometimes guides me to follow Financial Policies & Procedures.	AP Clerk effectively handles vendor inquiries, credit applications, adds / removes users from current accounts, and advises me to follow Financial Policies & Procedures.	AP Clerk exceeds expectations in handling vendor inquiries, credit applications, adding / removing users from current accounts, and always guides me to follow Financial Policies & Procedures.
Comments:			

Finance – Budgets and Bonds

Responsibilities: Prepare budgets that are realistic and keep the school compliant with state and debt requirements.
☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No communication with the school when prepared. Budgets are unrealistic and do not take into consideration the needs of the school. Budget would not meet the state financial framework or debt covenants.	Little communication of the budget. Budget is shared but little explanation of the budget. Options are not readily explored with the school.	The budget is communicated with the school and overall budget is explained. Options are presented when requested. The budget is realistic and will meet the state and debt covenants.	The budget is explained to the school and the school has a good understanding of the numbers. Different options are presented and explained to the school when requested to see what options may be available. The budget will pass all required state and debt covenants.
Comments:			

Responsibilities: Facilitating the purchasing of buildings and management of the bonds.
☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No communication of the process and no updates throughout the process. Bond covenants are not explained.	Inconsistent updates on the bonding process. Updates to the bond covenants are general and not explained well.	Effective communication about the bond with the proper staff / board members happens timely. Debt covenants are explained.	Highly consistent level of communication is provided to the proper staff / board members. Debt covenants are explained and updated as necessary.
Comments:			

Finance – Payroll			
Responsibilities: Complete personnel changes in the payroll system, assist with the overall payroll processing and requests. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching** ☐	**Solid** ☐	**Exemplary** ☐
Requests for assistance are ignored and/or no attempt is made to assist. Communication regarding the request is poor.	Some requests are looked into immediately while others take longer to address. Communication regarding the requests needs improvement.	Requests are completed within 24 hours of being notified. Communication regarding the request is open and prompt.	Requests are handled immediately upon sending the initial request. Communication regarding the request exceeds expectations.
Comments:			
Responsibilities: Submit PERS payroll report to the state on time and accurately. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching** ☐	**Solid** ☐	**Exemplary** ☐
PERS Reporting is not completed on time and it is not accurate when submitted.	PERS reporting is often completed on time and it is at times accurate.	PERS reporting is completed and submitted by the deadline and it is accurate when submitted.	PERS reporting is completed prior to the deadline and it is completely accurate.
Comments:			
Legal Services			
Responsibilities: Providing day-to-day legal support and advice in coordination with counsel hired by the board. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching** ☐	**Solid** ☐	**Exemplary** ☐
Requests for legal support and/or advice is ignored and/or no attempt is made to provide legal support or advice.	Requests for legal support and/or advice are occasionally addressed or are addressed in an untimely manner. Responses are unclear or inconsistent.	Requests for legal support and/or advice receive a response within a reasonable amount of time. Responses are clear, concise, and consistent.	Requests for legal support and/or advice receive a response in a timely manner. The Academica Legal Staff anticipates, communicates, and trains school leaders on relevant legal issues.
Comments:			
Responsibilities: Assist schools in preparing and drafting school and board policies and other written documents (i.e. contracts, MOU's) as requested. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching** ☐	**Solid** ☐	**Exemplary** ☐
Requests for written policies or other documents are ignored.	Requests for written policies and other documents are occasionally addressed or addressed in an untimely manner. Policies or other documents need several revisions or corrections.	Requests for written policies and other documents are prepared within a reasonable amount of time. Written policies or other documents are clear, concise, and consistent.	Requests for written policies and other documents are prepared in a timely manner. The policies or written documents are error free.
Comments:			

Responsibilities: Work with campus leaders to resolve legal issues regarding parents, staff, and students.
☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Academica Legal Staff is unwilling or unable to assist the school in these legal issues.	Academica Legal Staff occasionally assists in these legal issues.	Academica Legal Staff assists with these legal issues by talking to the parent and/or assisting in the discipline of a staff member or student.	Academica Legal Staff is willing to be present to meet with the parent, staff member, or student and/or assists the school in coming to a resolution that is most beneficial to the school.

Comments:

Marketing / Design

Responsibilities: Confer with clients to determine marketing strategy and design of school marketing materials.
☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests for meetings and product designs are ignored and/or no attempt is made to provide service. Material and copy fails to meet needs of particular graphic design job, i.e. the size/material or number of products do not match up with the client's wishes.	Some jobs requested are completed in a sufficient manner. Modest attempt is made to fulfill job requests. Modest attempt is made to fulfill copy and style requirements and meets needs and vision from time to time.	Marketing materials and design requests are confirmed within 48 hours and a timeline is agreed upon. The final printed product is consistent with the scope and vision of the marketing project and is within the proposed budget price point.	Expert or high level of service is provided in defining what the client needs with immediate follow up. Initial design is ready according to the pre-arranged timeline, based on the current que and time sensitivity of each request. Product meets and exceeds client's expectations in type, style, arrangement, and size, and shows a mastery of understanding the targeted audience for the material.

Comments:

Responsibilities: Work closely with school principals, directors, managers, administration, and all other school representatives for creative direction.
☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Opinions and wishes on creative direction are followed rarely.	Some designs reflect wishes and direction of client.	Most designs are satisfactory in their layout, design, and concept, and closely match up to client's vision.	Products are professional and meets or exceeds client's expectations in final design and presentation.

Comments:

National School Lunch Program (NSLP)

Responsibilities: Provide technical assistance to ensure schools are in compliance with the NSLP Regulations and Best Practices.
☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No attempt is made to provide technical assistance.	Moderate level of technical assistance is provided.	Consistent level of technical assistance is provided.	High level of technical assistance is provided.

Comments:

Responsibilities: Provide support in preparation and throughout the NSLP Administrative Review process.
☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Minimal support is provided in preparation and throughout the Administrative Review process.	Limited support is provided in preparation and throughout the Administrative Review process.	Frequent support is provided in preparation and throughout the Administrative Review process.	Initiated and highly consistent support is provided in preparation and throughout the Administrative Review process.

Comments:

Responsibilities: Provide assistance to schools in completing all required NDA reporting and with applying for renewal of the NSLP.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Little assistance is provided in completing NDA reports and applying for renewal of the NSLP.	Inconsistent assistance is provided in completing NDA reports and applying for renewal of the NSLP.	Appropriate assistance is provided in completing NDA reports and applying for renewal of the NSLP.	Advanced assistance is provided in completing NDA reports and applying for renewal of the NSLP.

Comments:

Procurement

Responsibilities: Work with the school leadership to obtain quotes, create purchase orders, and place orders for curriculum, furniture, and equipment based upon the school's requests and needs, while making sure to maintain their allotted budget.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Requests from the school office manager or Principal are ignored and/or attempts to assist in purchasing the materials is not made.	Some requests are fulfilled in a sufficient manner. Requests are taking an unacceptable length of time to be fulfilled.	Quotes are obtained and orders placed in a timely manner. Suggestions are provided for materials that will meet the needs and requirements.	Expert or high level of service is provided in fulfilling requests from school staff. Records are kept and accessible of prior year purchases for reference. Any order issues that are communicated to us are immediately forwarded to the school.

Comments:

Responsibilities: Assist in creating the Summer Purchasing Budget for the school, and provide regular progress reporting on budget as purchases are made.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Budgets are not communicated with the school administration, school administration is not aware of how much money they have spent, and how much money they have left.	Budgets are communicated with the school administration, but only at the request of the school administration.	Budgets are updated in a timely manner and available for the school administration on a normal basis.	Budgets are customized at the request of the school administration, and the budget is communicated with the school every time it is updated.

Comments:

Responsibilities: Assist as a Liaison for and oversee summer furniture installation.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
No communication is made with the school, and installers and furniture show up to the school unannounced.	School Administration is notified of installation dates, but no attempts are made to work around requests from the school.	Communication is effective between all parties involved in the furniture installation process, and school process / timeline requests are met.	The installation is completed with a high level of satisfaction and any issues are communicated effectively with little / no oversight needed by School Administration. School process / timeline expectations are exceeded.
Comments:			
Responsibilities: Assist as a Liaison between the school and curriculum vendors. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching ☐**	**Solid ☐**	**Exemplary ☐**
No communication is made with the school regarding what purchases they would like to make.	School Administration is aware of purchases being made but is not receiving any updates regarding the status of the order or any digital access information.	School is aware of purchases being made and is kept apprised of any backorders or shipping delays communicated to us by the vendor. Any digital access updates are processed in a timely manner.	School is provided with a list of all curriculum previously purchased and made aware of any items they need renewal or replenishment. Orders are processed as quickly as possible and updates are quickly made to digital access platforms.
Comments:			
Registration			
Responsibilities: Manage lottery database and communication. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching ☐**	**Solid ☐**	**Exemplary ☐**
Rarely send acceptances nor monitor databases. Rarely update waitlists. Does not assist with needed phone communication. Rarely responds in a professional and timely manner.	Sporadically sends out acceptances when reminded. Sporadically maintaining waitlists. Makes phone calls as needed within a week. Sporadically responds in a professional and timely manner.	Consistently sends out acceptances when asked. Waitlists and lotteries consistently maintained as asked. Makes phone calls as needed or requested within 72 hours. Consistently responds in a professional and timely manner.	Always monitors numbers and send out acceptances as needed. Establish and maintain accurate and up-to-date waitlists. Makes phone calls as needed or requested within 24 hours. Always responds in a professional and timely manner.
Comments:			
Responsibilities: Manage Information for Annual Enrollment Audit and attend and assist during in-person DOE audit processes. ☐ **UNABLE TO RATE THIS CATEGORY**			

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Rarely monitors Infinite Campus Master Registry to maintain accurate registration numbers. No audit preparation guidance or assistance provided. No training provided for reporting procedures.	Sporadically monitors Infinite Campus Master Registry to maintain accurate registration numbers. Audit assistance provided in person but no preparation materials provided. Only provides training for new processes and does not review currently used procedures.	Consistently monitors Infinite Campus Master Registry to maintain accurate registration numbers as requested. Provides information for audit preparation with guidance. Person on-site to assist as needed. Provides training for reporting procedures and new processes when asked.	Always monitors Infinite Campus Master Registry to maintain accurate registration numbers. Provides step-by-step information for audit preparation with individual guidance. Full participation assistance provided during attendance audit. Provides continual, on-going assistance and training for reporting procedures and new processes.
Comments:			

Responsibilities: Manage Infinite Campus Census and Attendance information and assist in accurate monthly and quarterly attendance reporting.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Rarely provides up-to-date state required attendance reporting procedures and codes. Always provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments, and withdrawals.	Sporadically provides up-to-date state required attendance reporting procedures and codes. Sporadically provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments, and withdrawals.	Consistently provides up-to-date state required attendance reporting procedures and codes. Consistently provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments, and withdrawals.	Always provides up-to-date state required attendance reporting procedures and codes. Always provides assistance with Campus Census procedures such as building households, ad hocs, attendance coding, immunizations, flags, enrollments, and withdrawals.
Comments:			

School Resource Development (Grants, Charter Applications, Amendments, Renewals, School Programs)

Responsibilities: Coordinate the development, writing, and submission of grant proposals.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Failed to demonstrate adequate understanding of the grant's purpose and/or school's requests / needs for the grant. Did not identify various stakeholder responsibilities. Did not provide update of submission progress. Failed to execute designated roles or submit grant proposal by deadline.	Demonstrated vague understanding of the grant's purpose or school's requests / needs for the grant. Vaguely identified various stakeholder responsibilities. Provided irregular or inconsistent status update of submission progress. Executed designated roles in an ineffective and unprofessional manner. Submitted grant by deadline.	Demonstrated clear understanding of the grant's purpose and school's request / needs for the grant. Identified various stakeholder responsibilities. Provided regular status update of submission progress. Executed designated roles in an effective and professional manner. Submitted grant by deadline.	Demonstrated clear understanding of the grant's purpose and clearly identified various stakeholder responsibilities, deadlines, and other related expectations. Executed designated roles in an effective and professional manner and gathered school feedback for revisions. Provided regular status update of submission progress and submitted grant by or before deadline.

Comments:

Responsibilities: Coordinate the development, writing, and submission of charter applications, amendments, renewals & various programs

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Failed to demonstrate adequate understanding of the project's purpose. Did not identify various stakeholder responsibilities or provide update of submission progress. Failed to execute designated roles or submit project by deadline.	Demonstrated vague understanding of the project's purpose. Vaguely identified various stakeholder responsibilities. Provided irregular or inconsistent status update of submission progress. Executed designated roles in an ineffective and unprofessional manner. Submitted grant by deadline.	Demonstrated clear understanding of project's purpose. Identified various stakeholder responsibilities. Provided regular status update of submission progress. Executed designated roles in an effective and professional manner. Submitted project by deadline.	Demonstrated clear understanding of the project's purpose and clearly identified various stakeholder responsibilities, deadlines, and other related expectations. Executed designated roles in an effective and professional manner and gathered school feedback for revisions. Provided regular status update of submission progress and submitted application by or before deadline.

Comments:

State Reporting

Responsibilities: Alert the school system, responsible party, and/or Academica Departments of items or information coming due to the State, both from the Authority and the Department of Education.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Staff does not provide ample notice to schools after receiving notice from the proper agency, of items or information coming due and school employees are often rushing to submit requested items.	Staff sometimes provides forward notice of items or information coming due (once the due dates are received from proper agency); however, those responsible are sometimes still rushing to complete items timely.	Staff provides timely notice, once deadlines are received from the proper agency, as to the information or items due, giving the responsible party ample time to complete.	Once deadlines are received from the proper agency, staff always goes to great lengths to ensure that all parties involved are aware of the information and/or items coming due and works to gain extensions where necessary. Staff sends out a calendar invite for all items coming due and staff provides reminders of upcoming due dates.

Comments:

Responsibilities: Works with each school system, responsible party, and/or Academica departments to gather necessary information to ensure information or required items are submitted timely and accurately. When questions arise, staff works with the Authority and/or Department of Education to gain clarification on information requested and works to ensure that all systems receive a clear explanation of requirements. Assists parties in completing reports, etc. as requested. Works with necessary party to obtain an extension, if necessary.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Staff does not provide assistance to ensure the timely and accurate submission of items or information. Nor does staff work to gain additional information when questions arise.	Staff at times will work to facilitate the gathering of information or items for submission. Staff inconsistently attempts to gather additional information from various agencies, however, little follow up takes place in this regard.	Staff regularly works with systems or necessary staff to gather the required information or items for submission. Staff offers to be of any assistance to those persons, whether to gather information independently or to work with others. Staff frequently works with other agencies to obtain additional guidance when needed.	Staff provides a high level of service in working with each system to ensure timely and accurate submission of information. When questions arise that staff cannot answer, staff diligently works with other agencies to obtain additional guidance when needed and provides follow up when additional information is not received. Staff offers assistance at all times to help with data compilation or collection of documents to ensure proper compliance.
Comments:			

Responsibilities: Submission of all documents related to reimbursement under grant funding. Maintain thorough and accurate records to ensure that all items are submitted timely and accurately, in order to ensure the proper reimbursement to the system. Responsible for assisting with revised grant budgets, when the need arises. Assist with any questions either the system, Academica departments or various agency departments might have regarding reimbursements submitted and projections of future grant spending.

☐ **UNABLE TO RATE THIS CATEGORY**

Unsatisfactory ☐	Approaching ☐	Solid ☐	Exemplary ☐
Staff does not maintain proper grant reimbursement records and does not meet reimbursement request deadlines. Staff is not in communication with agencies regarding grant-funding questions. Staff does not assist the system with budget revisions.	Staff maintains minimal records, which at time leads to inaccurate or late information being submitted. Staff works sparsely with other department or systems regarding grant reimbursement questions or the revisions to grant budgets. As well, staff does not interact on a regular basis with various agencies inquiring about spending projections.	Staff maintains thorough records and files with regard to each grant a system is awarded, allowing for a streamlined process to ensure timely and accurate submissions. Staff works with all systems to modify grant budgets, as the need arises. Staff works with all agencies that have questions regarding grant reimbursements or other grant related questions.	Staff diligently works to ensure that all grant reimbursement files are complete and accurate, resulting in consistently timely and accurate reimbursement submissions. Staff frequently works with systems to ensure that any budget modifications needed are updated and submitted to the state for approval. Staff consistently follows up with the state on any questions they might have regarding the revisions, as well as the status of a submitted revision. Staff has built a strong working relationship with the various agencies in which reimbursement requests are submitted, in order to ensure any information needed is provided, resulting in timely reimbursement processing.
Comments:			

Teacher Recruitment			
Responsibilities: Track and advertise job openings for the school site. Facilitate the sharing of job openings across school systems to facilitate coordinated recruiting efforts. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching** ☐	**Solid** ☐	**Exemplary** ☐
Jobs are inconsistently posted to recruiting platform(s). No attempt at communication with school site administration is made by the recruitment representative. Jobs posted are consistently out of date or inaccurate.	Jobs are posted to recruiting platform(s) within a sufficient amount of time. Recruitment representative makes an attempt to communicate with the school site to update openings.	Jobs are accurately posted to recruiting platform(s) within 12-24 hours of notification of the job opening. Recruitment representative consistently communicates with school site administration to ensure job openings are up to date.	Jobs are accurately posted to recruiting platform(s) within 12 hours of notification of the job opening. Recruitment representative initiates consistent communication with school site administration regarding open positions and frequently sends prospective candidates to school administration as appropriate.
Comments:			
Responsibilities: Track teacher licensure and notify teachers of license expiration. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching** ☐	**Solid** ☐	**Exemplary** ☐
Licensed staff are not notified of upcoming license expiration at least 6 months in advance. No attempt is made to notify licensed staff and administration when a staff member's license lapses. Requests for assistance with licensure questions are ignored.	Licensed staff are inconsistently notified of upcoming license expiration at least 6 months in advance. A modest attempt is made to notify licensed staff and administration when a staff member's license lapses. Minimal assistance is offered when licensure questions arise.	Licensed staff are consistently notified of upcoming license expiration at least 6 months in advance. Licensed staff and administration are notified promptly when a staff member's license lapses. Effective assistance is given to licensed staff and administration when licensure questions arise.	Licensed staff are consistently notified of upcoming license expiration, including an explanation of any provisions or requirements needed to renew the license. Licensed staff and administration are notified within 1 week of a staff member's license lapsing. Expert assistance is given when licensure questions arise.
Comments:			
Responsibilities: Organize and execute teacher hiring fairs. Coordinate attendance at out of state recruiting fairs for administrators as needed. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching** ☐	**Solid** ☐	**Exemplary** ☐
Recruitment team makes little or no attempt to organize hiring fairs during the school year. School sites have minimal opportunity to effectively hire teachers and support staff from these events.	Recruitment team prepares and executes 2 hiring fairs per school year. There is limited organization to the hiring fairs, which leads to inconsistent recruitment opportunities for school sites.	Recruitment team effectively prepares and executes 2 hiring fairs per school year. The hiring fairs are organized and frequently assist the school sites with teacher and support staff recruitment for the current or upcoming school year.	Recruitment team effectively prepares and executes 2 highly-organized hiring fairs per school year. The school sites are consistently given the opportunity to hire teachers and support staff at these events. Feedback is acquired from school sites and implemented in future hiring fairs.
Comments:			

Travel			
Responsibilities: To book travel for school employees in accordance with governmental regulations. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching** ☐	**Solid** ☐	**Exemplary** ☐
Inadequate communication with the school and requests are not handled timely. Travel does not meet the school budget requirements (GSA standards).	Limited communication with the school. Modest attempt is made to book travel within the school budget requirements (GSA guidelines). Travel requests are not attended to in a sufficient manner.	Travel is booked in a timely manner and within school budgetary requirements (GSA guidelines).	Highly consistent communication with the school. Travel is booked in a timely manner and meets school budget requirements (GSA guidelines). Helps with travel problems when they occur.
Comments:			
Responsibilities: Registers school employees for conferences when requested. ☐ **UNABLE TO RATE THIS CATEGORY**			
Unsatisfactory ☐	**Approaching** ☐	**Solid** ☐	**Exemplary** ☐
Requests are ignored and conference is not booked for school employees.	Limited communication with the school regarding the conference. Conference early bird discounts and/or group rates are missed (if requested on time).	Conference is booked in a timely manner. Conference early bird and/or group discounts are applied (if requested on time).	Highly consistent communication with the school. Conference early bird and/or group discounts are applied (if requested on time).
Comments:			

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT BETWEEN

PINECREST ACADEMY OF LEWISTON, INC.

AND

ACADEMICA IDAHO, LLC

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CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

This is an Agreement to provide services and support to a Charter School by and between Pinecrest Academy of Lewiston, Inc. ("Pinecrest") and Academica Idaho LLC ("Service Provider")

WHEREAS, Pinecrest has a contract ("the Charter") with the Idaho Public Charter School Commission (the "State") to operate a charter school, known as the Pinecrest Academy of Lewiston (the "School");

WHEREAS, the School is governed by the Board of Directors of Pinecrest Academy of Lewiston, Inc. (the "Board");

WHEREAS, academic control and freedom are integral to the success of the School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

WHEREAS, Pinecrest shall ensure that its School is professionally operated in accordance with the requirements of its Charter and the requirements of all State and Federal laws as well as the requirements of local municipal and or county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider has been established to provide professional services and support to public charter schools;

WHEREAS, it is Service Provider's mission to ensure that the vision of the School's Board of Directors is faithfully and effectively implemented;

WHEREAS, Service Provider's officials are familiar with the governmental agencies and requirements needed to establish and operate a public charter school as well as the requirements of the Charter, all State and Federal authorities, and the local municipal and or county government which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider's officials are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants, other forms of revenue and financing for other charter school programs;

WHEREAS, Service Provider's officials have attended and will continue to attend local, state, and federal meetings and conferences for charter school operators and consultants;

WHEREAS, Service Provider provides services and support a network of charter schools and believes that there are benefits to having a wide variety of employment opportunities and options available to the employees of public charter schools serviced by Service Provider;

WHEREAS, it is Service Provider's duty to implement the vision of the Board of Directors, ensuring the autonomy and governing authority of the Board of Directors of Pinecrest, and the Board of Director's duty to make all decisions and direct Service Provider to act accordingly on the Board's behalf.

WHEREAS, Pinecrest and Service Provider desire to enter into this agreement for the purpose of having Service Provider provide services and support to the School at the direction of the Board of Directors;

DRAFT

NOW THEREFORE, the parties to this Agreement agree as follows:

DUTIES OF SERVICE PROVIDER

1. Recitals

The forgoing recitals are true, correct, and incorporated herein.

2. Engagement

Pinecrest engages Service Provider to provide administrative services and support to the School as more fully set forth herein. Service Provider accepts such engagement pursuant to the terms of this Agreement.

3. Duties

Service Provider will coordinate the services required to support the School, and will keep the Board updated as to all important developments with regard to the Service Provider's services. In connection with this, Service Provider will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. Service Provider will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations. Service Provider's services shall include, but not be limited to:

a. identification, design and procurement of facilities and equipment,

b. staffing recommendations,

c. human resources/payroll services and coordination,

d. regulatory compliance and state reporting,

e. legal and corporate upkeep,

f. public relations and marketing,

g. the maintenance of the books and records of the School, and

h. bookkeeping, budgeting, and financial forecasting.

The provider assures the Board that all uniform, system-wide reporting, record keeping, and accountability systems will be compliant with Idaho requirements. The Board will review any recommendations made by Service Provider and act upon them in the manner the Board decides.

4. Board of Directors Meetings

Service Provider will attend the meetings of the Board and the staff of the School. Service Provider shall maintain the minutes and records of those meetings and ensure that the School complies with the requirements of Idaho Code § 74-205 regarding such meetings and record keeping.

DRAFT

5. Record Keeping

Service Provider will maintain the records of the School at the location designated by the Board. Service Provider will ensure compliance with applicable Idaho State law and regulations requirements for record keeping. In addition, Service Provider will ensure that designated on-site staff receives proper training by the State's appropriate departments for student school record keeping through its designated programs.

6. Bookkeeping

Service Provider will serve as liaison with the State to ensure the accuracy and timeliness of financial reporting and record keeping as required by the Charter and State law.

7. Staff Administration

Service Provider shall identify and propose for employment by or on behalf of Pinecrest qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The teachers employed for the School will be certified as required by Idaho State law and regulations. Service Provider shall coordinate with the Board or the Hiring Committee established by the Board to identify, recruit, and select individuals for School-based positions. The Board will make all hiring decisions in its discretion and in accordance with law. All employees selected by the Board shall be Pinecrest employees or employees leased to Pinecrest, and will not be employees of Service Provider. Service Provider shall prepare employment contracts for approval by the Board that are to be used for the purpose of hiring employees.

8. Financial Projections and Financial Statements

Service Provider will prepare annual budgets and financial forecasts for the School to present to the Board for review and approval or disapproval. The School will utilize the Idaho Financial Accounting Reporting Management System at the direction of the Board, as a means of codifying all transactions pertaining to its operations. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by the accounting firm, will adopt accounting policies and procedures. Service Provider will prepare, with the review and approval of the Board, regular unaudited financial statements as required to be delivered to the State which will include a statement of revenues and expenditures and changes in fund balances in accordance with generally accepted accounting principles. These statements will be provided in advance of the deadline for submission of such reports to the State. Pinecrest will provide the State with annual audited financial reports as required by the Charter. These reports will be prepared by a qualified independent, certified public accounting firm. Service Provider will provide the regular unaudited financial statements, books, and records to the auditor for review in connection with the preparation of the reports. The reports shall include a complete set of financial statements and notes thereto prepared in accordance with the Charter and generally accepted accounting principles for inclusion into the School's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, no later than September 15th of each year.

DRAFT

9. Grant Solicitation

Service Provider will solicit grants available for the funding of the School from the various government and private and institutional sources that may be available. Such grants will include, but are not limited to, federal grants programs and various continuation grants for charter schools.

10. Financing Solicitation and Coordination

Service Provider will coordinate obtaining financing from private and public sources for loans desired by the Board.

11. Other Funding Sources

Service Provider will coordinate the solicitation of School Improvement Grant funds, if available, from the appropriate state or local agencies. Similarly, Service Provider will coordinate the solicitation of other state, federal, or local government funds earmarked for school facilities development, improvement, or acquisition as well as other sources of funding that may become available to charter schools from time to time.

12. Annual Reporting

Service Provider will coordinate the preparation of the Annual Report for the School as required by the Idaho Public Charter School Commission or Board. The Report will be submitted to the Board for approval, and Service Provider will coordinate the delivery and review process established by the State and Charter School legislation for the Annual Report.

13. School Board Representation

The Board President will serve as primary liaison with the Idaho Public Charter School Commission and its officials on behalf of the School. Service Provider will also serve as a liaison of the Board to the State and its officials. In connection therewith, Service Provider's representatives will attend required meetings and public hearings.

14. Governmental Compliance

Service Provider will advise the Board on compliance with state regulations and reporting requirements of the Charter School. Service Provider will also advise the Board on compliance with the School's Charter with the State. The School's Charter with the State is incorporated herein by reference.

15. Charter Renewal Coordination

Service Provider will assist the Board with renewal of the School's Charter on a timely basis. Service Provider will negotiate the terms of the renewal Charter with the State on behalf of the Board and provide the Board with notice and seek Board approval of any renewal provisions which modify or alter the terms of the original Charter between the School and the State.

DRAFT

16. Facilities Identification, Expansion, Design, and Development

Service Provider shall meet and confer with the Board for the purpose of identifying the facilities needs of the School from year to year. In connection therewith, Service Provider shall advise the Board and assist the School in identifying, procuring, and planning the design of new facilities or in the expansion of existing ones. Service Provider will identify and solicit investors to acquire and develop facilities for lease or use by the school. Where such investors are related to Service Provider or its principal, that relationship will be disclosed to the Board, and the Board's vote of approval for such a selection, ratify that the disclosed relationship is not disqualifying. Further, Service Provider shall recommend and retain on behalf of the School qualified professionals in the fields of school design and architecture and engineering as well as in the area of development and construction for the expansion, design, development, and construction of new or existing facilities.

17. Systems Development

Service Provider will identify and develop an Idaho-based and state compliant school information system to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

TERM OF AGREEMENT

18. Initial Term

The term of the Agreement shall commence on _____ and shall continue through the duration of the Charter granted by the State, or other sponsor should the School's sponsor change, unless terminated earlier, as provided herein, or modified by written agreement of the parties.

19. Renewal

At the conclusion of the term of this Agreement the parties may mutually agree, but shall have no obligation, to renew the terms of this Agreement.

20. Termination

(a) Either party may terminate this Agreement immediately for cause. Termination for cause shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement, when such breach continues for a period of thirty (30) days after written notice, or when any such breach recurs following cure, and following written notice to the other party describing the breach. Notwithstanding the above, in the event of a significant event, Pinecrest may terminate this Agreement immediately without providing Service Provider with thirty (30) days to cure the defect. For the purposes of this Agreement, a "significant event" shall be defined as an act or omission by the Service Provider which results in a breach of the School's Charter such that the Charter is subject to termination, interrupts the School's operations, and/or results in a threat to the School's viability. Upon notice of termination under this Section, Pinecrest shall only be required to pay Service Provider for services rendered through the date of the notice of termination for cause.

DRAFT

(b) Duties upon termination. In the event this Agreement is terminated with or without cause,the parties shall work cooperatively to ensure that the School's operations continue without interruption. Service Provider shall immediately and peaceably deliver to Pinecrest any and all books, documents, electronic data or records of any kind or nature pertaining to the operation of the School or any transactions involving the School. This Section shall survive the termination of this Agreement.

COMPENSATION

21. Base Compensation

Pinecrest shall pay Service Provider a services and support fee in accordance with the following schedule:

Number of Students	Fee
175 - 225	Flat Fee $10,000
226 - 325	$75 per student per annum
326 - 425	$150 per student per annum
426 - 525	$225 per student per annum
526 - 624	$300 per student per annum
625 or more	$450 per student per annum

The fee shall be payable in equal monthly installments, provided that Pinecrest shall have no obligation to pay such fee before receiving its Full Time Equivalent (FTE) funding from the State of Idaho. The fee will be payable, unless terminated, provided that Pinecrest receives such funds. Such funding does not include funds for special services or federal dollars, in which event the monthly installments shall accrue until funding is received. In the event that funding is decreased in future years to an amount less than the 2023-2024 state funding, either party may request review of the base compensation amount. The Service Provider will consider lowering the fee should the school experience financial distress.

22. Additional Services

Service Provider will provide additional services not covered under this Agreement to the Board as requested by the Board by proposal to Board and subject to Board approval. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, at the expense of Pinecrest, of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

23. Reimbursement of Costs

Service Provider shall be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost. Such costs shall be split, pro-rata, with any and all other schools for which the travel was undertaken.

DRAFT

24. Incurred Expenses

Pursuant to the agreement of the Board and Service Provider, Service Provider may defer some or all of the services and support fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the School's financial records.

OTHER MATTERS

25. Designated Contact Person

The designated contact person of Service Provider shall be the CEO of Academica Idaho, LLC - Robert B. Howell.

26. Conflicts of Interest

No officer, shareholder, employee, or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Service Provider, its officers, directors, employees or principals and any other person or entity providing goods or services to the School, Service Provider agrees to disclose the relationship to the Board.

27. Insurance and Indemnification

Service Provider shall carry liability insurance in the amount of FIVE MILLION DOLLARS ($5,000,000) and indemnify the School for acts or omissions of Service Provider. Service Provider agrees to provide, upon request of the Board, certificates of insurance with carriers, in amounts and for terms reasonably acceptable to the Board. Service Provider hereby agrees to defend, indemnify, hold harmless and protect Pinecrest, the Board, the School and their successors and assigns, from and against any and all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) (hereinafter collectively referred to as "Claims") which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Service Provider, its employees or agents. School shall be named as an additional insured on such policy(ies) ofinsurance.

28. Miscellaneous

(1) Neither party shall be considered in default of this Agreement if the performance of any part or all of this Agreement is prevented, delayed, hindered, or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unusual expense.

(2) This Agreement shall constitute the full, entire, and complete agreement between the parties hereto. All prior representations, understandings, and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from, or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

DRAFT

(3) Neither party shall assign this Agreement without the written consent of the other party;

(4) No waiver of any provision of, or default under, this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

(5) If any provision or any part of this Agreement is determined to be unlawful, void, or invalid, that determination shall not affect any other provision or any part of any other provision of this Agreement and all such provisions shall remain in full force and effect.

(6) This Agreement is not intended to create any rights of a third party beneficiary.

(7) This Agreement is made and entered into in the State of Idaho and shall be interpreted according to, and governed by, the laws of that state. Any action arising from this Agreement, shall be brought in a court in Lewiston, Idaho.

(8) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs.

(9) Every notice, approval, consent, or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or at such other address as either party may designate by notice from time to time in accordance herewith:

If to Service Provider:
Academica Idaho, LLC
6630 Surrey St.
Las Vegas, NV 89119
Attention: Robert Howell

If to Board:
Pinecrest Academy of Idaho, Inc.
Address
Address
Attention:

(10) The headings in the Agreement are for convenience and reference only and in no way define, limit, or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

(11) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(12) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

(13) THIS AGREEMENT was approved at a meeting of the Board of Directors of Pinecrest held on the _____ day of _____. At that meeting, the undersigned Director of Pinecrest was authorized by the Board to execute a copy of this Agreement.

SIGNATURES APPEAR ON THE FOLLOWING PAGE

DRAFT

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first above written.

Pinecrest Academy of Lewiston, Inc. Board	**Academica Idaho, LLC**
By: _____	By: _____
Board Chair	Robert Howell, CEO

DRAFT

Attachment F4: Sample Vectra Lease

DORAL ACADEMY OF IDAHO
FINANCE AMOUNT: [redacted]
MONTHLY PAYMENT: [redacted]
RESIDUAL: [redacted] (5%)

SCHEDULE 002

Master Finance Lease No: 0016672
Master Finance Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

(I)

EQUIPMENT SCHEDULE

Zions Credit Corporation dba Vectra Equipment Finance (hereinafter "Lessor"), a Utah corporation, with offices at 310 S. Main, Ste 1300, Salt Lake City, Utah 84101 and Doral Academy of Idaho, Inc. (hereinafter "Lessee"), a Idaho corporation, with offices at 2511 W Cherry Ln, Meridian, Idaho 83642-1135 have entered into a Master Finance Lease No. 0016672, dated August 4, 2020 (the (Master Agreement") pursuant to which Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, the equipment described in one or more Equipment Schedules to the Lease. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Master Agreement.

NOW, THEREFORE, Lessee by executing this Equipment Schedule and Lessor by accepting it hereby agree as follows:

1. **Master Agreement.** The terms and conditions of the Master Agreement are by this reference incorporated herein as if fully set forth herein and together with the terms and conditions hereof, and of all schedules, riders, addenda, exhibits and or certificates that are attached or refer to this Equipment Schedule, constitute a single and severable agreement of lease (this "Lease"). Lessee hereby represents and warrants that no Event of Default exists under the Master Agreement and that no Event of Default will be caused by Lessee's execution of this Equipment Schedule.

2. **Equipment.** The Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in the attached Schedule "A" ("Equipment") upon the terms and conditions of the Lease except as expressly provided herein.

3. **Rent.** Lessee shall pay all rents to Lessor at the office of Lessor in Salt Lake City, Utah or at such other place as Lessor may hereafter designate. Rent payments are due monthly (unless otherwise indicated on an attached payment schedule) commencing Jan 23, 2021, and subsequently on the same day of each month thereafter for a period of 48 months (the "Lease Term"). 0 rentals of $0.00 (representing the first and last 0 months payments) are due at the time of signing this Equipment Schedule. The rental amount is as follows:

Rent:
Use Tax (0.00%):
TOTAL RENT: [redacted] (or applicable rate at time rental is due)

4. **Lease Term.** The term of this Lease with respect to the Equipment described herein commences on Dec 23, 2020, and unless earlier terminated in accordance with the provisions of the Lease, expires on Dec 23, 2024.

5. **Sales/Use Tax.** Sales/Use tax has been added to the rent amount as indicated in paragraph 3 unless Lessee has previously provided to Lessor an authorized sales/use tax exemption certificate, or unless sales tax has previously been paid to seller or to the taxing authority where the equipment is located. If, after the commencement of the Lease, it is determined that Lessee is sales/use tax exempt, Lessee shall forward an authorized sales/use tax exemption certificate to Lessor. Upon receipt of such exemption certificate, Lessor shall cease to bill sales/use tax on the rent amounts but shall be under no obligation to pay or request sales/use tax refunds on behalf of Lessee for amounts previously paid. Notwithstanding anything stated in this paragraph, if it is determined at any time that a Sales/Use or any other tax is due and owing on the Equipment or Lease by either Lessor and Lessee, all such taxes regardless of when assessed or levied, and any interest and penalties related thereto, shall be and remain the sole obligation and responsibility of Lessee.

6. **Property Taxes.** Lessor is the owner of the Equipment. With the exception of titled vehicles, Lessor will declare the Equipment with the taxing authorities, obtain and pay the tax bill, and then invoice Lessee for the property taxes. At Lease termination, Lessor will estimate the current year's unbilled property tax and include the amount in any termination quotes and invoices. If Lessee believes any of the Equipment is property tax exempt, Lessee must inform Lessor prior to commencing the Lease.

7. **Inserts.** Lessee irrevocably authorizes Lessor to insert the commencement and expiration date of the Lease term and the commencement date of the Lease payments on this Equipment Schedule and the serial number(s) of the Equipment on the attached Schedule "A".

8. **Representation of Lessee.** Lessor and Lessee agree that this Equipment Schedule is a "Finance Lease" as such term is defined by the Uniform Commercial Code Article 2A, in that (i) Lessee has selected the Equipment in its sole discretion, (ii) Lessor has acquired the Equipment solely for the purpose of leasing it to Lessee under this Equipment Schedule, and (iii) Lessee has received a copy of the contract evidencing Lessor's purchase of the Property Equipment.

Executed this 18 day of Dec., 2020.

Doral Academy of Idaho, Inc.
Lessee

X [signature]
Witness
David Litster

By: X [signature]
Title: X Vice Chairman
Doral Academy of Idaho
Board of Directors

Accepted this 23 day of Dec, 2020.

Zions Credit Corporation dba Vectra Equipment Finance
Lessor

By: [signature]
Authorized Signer
Title: Vice President

Rev 7/2020

Attachment F4: Sample Vectra Lease

Master Finance Lease No: 0016672
Master Finance Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

(T)

EQUIPMENT SCHEDULE

Zions Credit Corporation dba Vectra Equipment Finance (hereinafter "Lessor"), a Utah corporation, with offices at 310 S. Main, Ste 1300, Salt Lake City, Utah 84101 and Doral Academy of Idaho, Inc. (hereinafter "Lessee"), a Idaho corporation, with offices at 2511 W Cherry Ln, Meridian, Idaho 83642-1135 have entered into a Master Finance Lease No. 0016672, dated August 4, 2020 (the (Master Agreement") pursuant to which Lessor has agreed to lease to Lessee, and Lessee has agreed to lease from Lessor, the equipment described in one or more Equipment Schedules to the Lease. All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Master Agreement.

NOW, THEREFORE, Lessee by executing this Equipment Schedule and Lessor by accepting it hereby agree as follows:

1. **Master Agreement.** The terms and conditions of the Master Agreement are by this reference incorporated herein as if fully set forth herein and together with the terms and conditions hereof, and of all schedules, riders, addenda, exhibits and or certificates that are attached or refer to this Equipment Schedule, constitute a single and severable agreement of lease (this "Lease"). Lessee hereby represents and warrants that no Event of Default exists under the Master Agreement and that no Event of Default will be caused by Lessee's execution of this Equipment Schedule.

2. **Equipment.** The Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the property described in the attached Schedule "A" ("Equipment") upon the terms and conditions of the Lease except as expressly provided herein.

3. **Rent.** Lessee shall pay all rents to Lessor at the office of Lessor in Salt Lake City, Utah or at such other place as Lessor may hereafter designate. Rent payments are due monthly (unless otherwise indicated on an attached payment schedule) commencing _____, 2020, and subsequently on the same day of each month thereafter for a period of 48 months (the "Lease Term"). 0 rentals of $0.00 (representing the first and last 0 months payments) are due at the time of signing this Equipment Schedule. The rental amount is as follows:

Rent: [redacted]
Use Tax (0.00%):
TOTAL RENT:

(or applicable rate at time rental is due)

4. **Lease Term.** The term of this Lease with respect to the Equipment described herein commences on _____, 2020, and unless earlier terminated in accordance with the provisions of the Lease, expires on _____, 2024.

5. **Sales/Use Tax.** Sales/Use tax has been added to the rent amount as indicated in paragraph 3 unless Lessee has previously provided to Lessor an authorized sales/use tax exemption certificate, or unless sales tax has previously been paid to seller or to the taxing authority where the equipment is located. If, after the commencement of the Lease, it is determined that Lessee is sales/use tax exempt, Lessee shall forward an authorized sales/use tax exemption certificate to Lessor. Upon receipt of such exemption certificate, Lessor shall cease to bill sales/use tax on the rent amounts but shall be under no obligation to pay or request sales/use tax refunds on behalf of Lessee for amounts previously paid. Notwithstanding anything stated in this paragraph, if it is determined at any time that a Sales/Use or any other tax is due and owing on the Equipment or Lease by either Lessor and Lessee, all such taxes regardless of when assessed or levied, and any interest and penalties related thereto, shall be and remain the sole obligation and responsibility of Lessee.

6. **Property Taxes.** Lessor is the owner of the Equipment. With the exception of titled vehicles, Lessor will declare the Equipment with the taxing authorities, obtain and pay the tax bill, and then invoice Lessee for the property taxes. At Lease termination, Lessor will estimate the current year's unbilled property tax and include the amount in any termination quotes and invoices. If Lessee believes any of the Equipment is property tax exempt, Lessee must inform Lessor prior to commencing the Lease.

7. **Inserts.** Lessee irrevocably authorizes Lessor to insert the commencement and expiration date of the Lease term and the commencement date of the Lease payments on this Equipment Schedule and the serial number(s) of the Equipment on the attached Schedule "A".

8. **Representation of Lessee.** Lessor and Lessee agree that this Equipment Schedule is a "Finance Lease" as such term is defined by the Uniform Commercial Code Article 2A, in that (i) Lessee has selected the Equipment in its sole discretion, (ii) Lessor has acquired the Equipment solely for the purpose of leasing it to Lessee under this Equipment Schedule, and (iii) Lessee has received a copy of the contract evidencing Lessor's purchase of the Property Equipment.

Executed this 18 day of DEC, 2020.

Doral Academy of Idaho, Inc.
Lessee

By: X [signature]

Title: X Vice Chairman

Doral Academy of Idaho
Board of Directors

X [signature]
Witness
David Litster

Accepted this _____ day of _____, 2020.

Zions Credit Corporation dba Vectra Equipment Finance
Lessor

By: _____
Authorized Signer

Title: Vice President

This schedule is attached to and forms a part of the Master Finance Lease No. 0016673 Schedule No. 0016673002 dated December 15, 2020 between Doral Academy of Idaho, Inc. as Lessee and ZIONS CREDIT CORPORATION, as Lessor.

DESCRIPTION OF EQUIPMENT

Equipment Location
2511 W Cherry Ln
Meridian, ID 83642-1135

Academica Nevada
Computer Equipment as described on Amazon.com order 112-3712064-1645838 dated September 10, 2020.

Brady Industries
Furniture as described on Invoice 6570993 dated August 19, 2020.

CDW Government
Computer Equipment as described on Invoice ZZV1233 dated September 4, 2020.

Curriculum Associates
Software / License as described on Invoice 90675645 dated September 9, 2020.

Delta Education
School Materials as described on Invoice 302500182661 dated August 17, 2020.
School Materials as described on Invoice 202501734321 dated August 22, 2020.

Heinemann
School Materials as described on Invoice 7219665 dated July 21, 2020.

Ident-A-Kid Services
School Materials as described on Invoice 115585 dated July 30, 2020.

Intellatek
Computer Equipment as described on Invoice 4349 dated September 17, 2020.
Computer Equipment as described on Invoice 4363 dated September 24, 2020.
Computer Equipment as described on Invoice 4364 dated September 24, 2020.

McGraw Hill LLC
School Materials as described on Invoice 113599781001 dated August 1, 2020.
School Materials as described on Invoice 113610941001 dated August 1, 2020.

Moore Educational Resources
10) MimioView 340H (Document Camera).

Playground Outfitters
Play Equipment as described on Invoice 40781 dated August 21, 2020.

Savvas Learning Co.
Software / License as described on Invoice 7027196405 dated August 8, 2020.
School Materials as described on Invoice 4026162795 dated September 1, 2020.
School Materials as described on Invoice 4026162674 dated September 1, 2020.

School Specialty

Furniture as described on Invoice 208125973184 dated August 26, 2020.
School Materials as described on Invoice 308103569641 dated August 4, 2020.
Furniture as described on Invoice 308103650833 dated September 28, 2020.
School Materials as described on Invoice 308103667801 dated October 19, 2020.

Troxell Communications

Computer Equipment as described on Invoice 247360 dated August 19, 2020.
Computer Equipment as described on Invoice 241957 dated July 16, 2020
Computer Equipment as described on Invoice 241957 dated July 15, 2020.
Computer Equipment as described on Invoice 253207 dated September 28, 2020.
Computer Equipment as described on Invoice 253195 dated September 28, 2020.

Together with all present and future accessories, attachments, or improvements thereto and replacements or substitutions therefore and proceeds thereof.

Doral Academy of Idaho, Inc.
Lessee

By: X Brian E. Hoen

Title: X Vice Chairman
Board of Directors

Lease No: 0016672
Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

DELIVERY AND ACCEPTANCE

Reference is made to the above-described Master Finance Lease ("Master Agreement") and Equipment Schedule ("Schedule"). The items of Equipment described in the Master Agreement and Schedule, have been received by the undersigned Lessee ("Lessee") as of the date below. Lessee hereby certifies to Zions Credit Corporation ("Lessor") that all items of Equipment (1) have been fully completed by the vendor or manufacturer, (2) have been installed at the location identified in the Schedule, (3) have been examined and/or tested and are in good order and operating condition, and (4) are in all respects satisfactory and acceptable to us as delivered.

Lessee hereby assigns to Lessor each and every invoice, bill of sale, and document evidencing title for the Items of Equipment, the originals of which have been or shall be delivered by Lessee to Lessor.

Lessor is hereby irrevocably authorized and directed to deliver the Lease funds set forth in the Schedule to the following in the amounts specified below:

Name: Address: Amount:	ACADEMICA NEVADA 6630 SURREY ST LAS VEGAS, NV 89119-3928 [redacted]	Name: Address: Amount:	INTELLATEK 1378 PASEO VERDE PKWY STE 200 HENDERSON, NV 89012-5729 [redacted]
Name: Address: Amount:	BRADY INDUSTRIES 7055 LINDELL RD LAS VEGAS, NV 89118-4703 [redacted]	Name: Address: Amount:	MCGRAW HILL LLC LOCKBOX 71545 CHICAGO, IL 60694-1545 [redacted]
Name: Address: Amount:	CDW GOVERNMENT 75 REMITTANCE DR STE 1515 CHICAGO, IL 60675-1515 [redacted]	Name: Address: Amount:	MOORE EDUCATIONAL RESOURCES 14506 FLICKER DR GRASS VALLEY, CA 95949-9270 [redacted]
Name: Address: Amount:	CURRICULUM ASSOCIATES PO BOX 936600 ATLANTA, GA 31193-6600 [redacted]	Name: Address: Amount:	PLAYGROUND OUTFITTERS 15150 HERRIMAN BLVD NOBLESVILLE, IN 46060-4254 [redacted]
Name: Address: Amount:	DELTA EDUCATION 32656 COLLECTION CENTER DR CHICAGO, IL 60693-0326 [redacted]	Name: Address: Amount:	SAVVAS LEARNING CO PO BOX 409496 ATLANTA, GA 30384-9496 [redacted]
Name: Address: Amount:	HEINEMANN 15963 COLLECTION CENTER DR CHICAGO, IL 60693-0159 [redacted]	Name: Address: Amount:	SCHOOL SPECIALTY 32656 COLLECTION CENTER DR CHICAGO, IL 60693-0326 [redacted]
Name: Address: Amount:	IDENT-A-KID SERVICES 1780 102ND AVE N STE 100 ST PETERSBURG, FL 33716-3602 [redacted]	Name: Address: Amount:	TROXELL COMMUNICATIONS 4675 E COTTON CENTER BLVD STE 155 PHOENIX, AZ 85040-4810 [redacted]

Doral Academy of Idaho, Inc.
Lessee

By: X [signature]
Title: X Vice Chairman Board

Date Equipment **Delivered**:

(Please fill in the date the equipment was received.)

Date Equipment **Accepted**:

(Please fill in the date the equipment is accepted for purposes on this lease.)

Master Finance Lease No: 0016672
Master Finance Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020
Original Equipment Cost: [redacted]

LESSEE'S OPTION TO PURCHASE EQUIPMENT

LEASE ADDENDUM

Reference is made to the above-described Master Finance Lease ("Master Agreement") and Equipment Schedule ("Schedule") between Doral Academy of Idaho, Inc. ("Lessee") and Zions Credit Corporation dba Vectra Equipment Finance ("Lessor") and the equipment "Equipment" described in the Schedule. Notwithstanding any provisions either express or implied to the contrary in the above-referenced Master Agreement and Schedule, between Pinecrest Academy of Idaho as Lessee, and Zions Credit Corporation dba Vectra Equipment Finance, as Lessor, and provided there is no Event of Default under the Master Agreement, Schedule, or any other present or future obligation to Lessor, its successors or assigns, Lessee shall have the option at the expiration or termination (other than by breach or default) of the Lease Term, by giving written notice to Lessor at least thirty (30) days prior thereto, to purchase all of Lessor's right, title and interest, if any, in and to all, but not less than all, the Equipment, for the amount set forth below, plus all taxes, interest, penalties, and fees together with any and all rentals or other amounts remaining unpaid under the Master Agreement and Schedule ("Aggregate Purchase Price"). All capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in the Master Agreement.

The **Purchase Option** shall be: 5.00% of the Original Equipment Cost.

Lessee shall pay the Aggregate Purchase Price to Lessor no later than the last day of the Lease term by certified funds. Should Lessee elect not to purchase the Equipment, Lessee shall return the Equipment in accordance with paragraph 14 of the Master Agreement. Upon completion of the initial Lease term, it is projected by Lessor that the Equipment subject to this Lease will have a fair market value equal to the above stated Purchase Option amount. If the Equipment is returned, and its resell value is less than the Purchase Option amount, Lessee will immediately pay the shortfall amount to Lessor as a final rental payment.

Lessee agrees that any sale, conveyance or transfer by Lessor pursuant hereto shall be of Lessor's right, title and interest, in and to the Equipment, AS IS, WHERE IS, WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WARRANTY OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE; and Lessee shall hold harmless and indemnify Lessor from and against all claims, liabilities, losses and costs alleged against or incurred by Lessor, including claims for property damage, personal injury or death to Lessee and/or third parties growing out of or resulting from the ownership, use or possession of the Equipment, or imposed upon, incurred or directed against Lessor, whatsoever levied on, on account of, or as a consequence of the sale and purchase of the Equipment.

Provided Lessee exercises its option to purchase, this addendum specifically supersedes and replaces the surrender provisions of paragraph 14 of the Master Agreement. Except as herein specifically provided, the Lease remains unmodified and in full force and effect.

Doral Academy of Idaho, Inc.
Lessee

By: X Bruce E. Hall
Title: X Vice Chairman Board of Directors
Date: X 18 Dec 2020

Master Finance Lease No: 0016672
Master Finance Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

PROPERTY TAX AMENDMENT TO EQUIPMENT SCHEDULE

For good and valuable consideration receipt of which is hereby acknowledged Zions Credit Corporation dba Vectra Equipment Finance ("Lessor") and Doral Academy of Idaho, Inc. ("Lessee") hereby agree to modify the Equipment Schedule No. 0016673002 dated December 15, 2020, as follows:

Paragraph 6 is deleted in its entirety and restated as follows:

Property Taxes. Lessor is the owner of the Equipment. However, **Lessee will declare the Equipment with the taxing authorities, obtain and pay the tax bill when due, and then provide evidence to Lessor of such payment within 30 days of such payment or earlier upon request by Lessor.**

Zions Credit Corporation dba Vectra Equipment Finance Lessor	Doral Academy of Idaho, Inc. Lessee
By: _____ Authorized Signer	By: X Bruce E Hamm
Title: Vice President	Title: X Vice Chairman Board of Directors
Date:	Date: X 18 Dec. 2020

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS THAT:

Academica Nevada, LLC (the "Seller"), in consideration of the sum of [redacted] and for other good and valuable consideration paid by Zions Credit Corporation dba Vectra Equipment Finance (the "Buyer"), receipt of which is hereby acknowledged does grant, bargain, sell, transfer, and set over unto the Buyer, its successors, and assigns all of its right, title, and interest in and to the following items of Equipment:

Equipment Description
Computer Equipment as described on Amazon.com order 112-3712064-1645838 dated September 10, 2020.

The Seller agrees to warrant and defend that it owns the Equipment and it has the full power to transfer title in the Equipment to Buyer.

Academica Nevada, LLC
Seller

By: X [signature]

Print Name: X Trevor Goodsell

Title: X CFO

Date: X 12-21-20

Phone Number: (702) 431-6260

Lease No: 0016672
Lease Date: August 4, 2020
Schedule No: 0016673002
Schedule Date: December 15, 2020

INSURANCE INFORMATION
(Lease)

1. Please provide the following information for your insurance agent:

Name of Insurance Agency: Distinctive Insurance Inc.

Contact Person for Certificate: Itilya Lang

Address: 8375 W Flamingo Rd Ste 102

Las Vegas, NV 89147

Telephone: 702-396-4844

Email: itilya@distinctive.net

Fax: 702-396-4832

2. Please provide the attached Insurance Requirements list to your agent.

Doral Academy of Idaho, Inc.
Lessee

By: X Bruce E Hamm

Title: X Vice Chairman
Board of Directors

Lease No:	0016672
Lease Date:	August 4, 2020
Schedule No:	0016673002
Schedule Date:	December 15, 2020
Insured:	Doral Academy of Idaho, Inc.

PLEASE SEND THIS TO YOUR INSURANCE AGENT

INSURANCE and CERTIFICATE REQUIREMENTS
(Equipment Lease)

1. Agent or Insurance Company to fax (888) 748-1933, e-mail, or mail certificate(s) of insurance to the following:

   Zions Credit Corporation
   PO Box 3954
   Salt Lake City, UT 84110

2. Certificate(s) must include the following:
   a. Insured's name exactly as listed above.
   b. Schedule Number as listed above.
   c. 30 day notice of cancellation with 10 day notice for non-payment.
   d. "Zions Credit Corporation" to be shown and added to the policy as Lender's Loss Payable regarding property coverage AND Additional Insured regarding liability coverage.
   e. Equipment description.
   f. Property/Physical damage coverage with limits shown. Deductibles to be no greater than 5% of the equipment's value.
   g. General Liability coverage with minimum limit of $1,000,000.

3. Contact DENISE, (801) 844-7364, denise.hughes@zionsbancorp.com with any questions. Please send all future renewal certificates to zccinsurance@zionsbancorp.com.

4. Equipment:

Equipment Description:	SCHOOL FURNITURE, MATERIALS, COMPUTERS AND EQUIPMENT PER SCHEDULE A
Equipment Cost:	[redacted]
Equipment Location Address: (City, State, Zip Code)	2511 W Cherry Ln Meridian, ID 83642-1135

Customer No: 0016673

CORPORATE RESOLUTION TO LEASE

Corporation: DORAL ACADEMY OF IDAHO, INC.
2511 W Cherry Ln
Meridian, ID 83642-1135

Lessor: ZIONS CREDIT CORPORATION
310 S Main St, Ste 1300
Salt Lake City, UT 84101

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE CORPORATION'S EXISTENCE. The complete and correct name of the Corporation is Doral Academy of Idaho, Inc. ("Corporation"). The Corporation is a Corporation for profit which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the state of Nevada. The Corporation is duly authorized to transact business in all other states in which the Corporation is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which the Corporation is doing business. Specifically, the Corporation is, and at all times shall be, duly qualified as a foreign Corporation in all states in which the failure to so qualify would have a material adverse effect on its business or financial condition. The Corporation has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage. The Corporation maintains an office at 1150 Silent Sparrow Dr, Sparks, Nevada 89441-5901. Unless the Corporation has designated otherwise in writing, the principal office is the office at which the Corporation keeps its books and records. The Corporation will notify Lessor prior to any change in the location of the Corporation's state of organization or any change in the Corporation's name. The Corporation shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of any governmental or quasi-governmental authority or court applicable to the Corporation and the Corporation's business activities.

RESOLUTIONS ADOPTED. At a meeting of the directors of the Corporation, duly called and held on _____, 2020, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Resolution were adopted.

OFFICER. The following named person(s) is/are officer(s) of the Corporation:

NAMES	TITLES	AUTHORIZED	ACTUAL SIGNATURES
Bruce E Hobbs	Vice-Chair Board	Y	X Bruce E Hobbs
Carolyn BAIRD	Treasurer	Y	X Carolyn Baird

ACTIONS AUTHORIZED. Any one of the authorized persons listed above may enter into any agreements of any nature with Lessor, and those agreements will bind the Corporation. Specifically, but without limitation, the authorized person is authorized, empowered, and directed to do the following for and on behalf of the Corporation:

Lease. To lease, as a lessee or otherwise, from time to time from Lessor, or enter into other financing agreements with Lessor on such terms as may be agreed upon between the Corporation and Lessor, such sum or sums of money without limitation.

Execute Master Finance Lease, Equipment Schedules and Related Lease Documents. To execute and deliver to Lessor a Master Finance Lease, Equipment Schedules, and other related lease documents, or other evidence of the Corporation's credit obligations, on Lessor's forms, at on such terms as may be agreed upon, or any of the Corporation's indebtedness to Lessor, and also to execute and deliver to Lessor one or more renewals, extensions, modifications, consolidations, or substitutions for one or more of the leases, or any other evidence of credit accommodations.

Grant Security. Whether on a precautionary basis or otherwise, to mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and any property subject to a Master Finance Lease, or any property now or hereafter belonging to the Corporation or in which the Corporation now or hereafter may have an interest, as security for the payment of any such leases or credit accommodations. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such leases are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

Execute Security Documents. To execute and deliver to Lessor the forms of pledge agreement, hypothecation agreement, and Master Finance Lease, Equipment Schedules or other security agreements and financing statements which Lessor may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lessor any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lessor may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

ASSUMED BUSINESS NAMES. The Corporation has filed or recorded all documents or filings required by law relating to all assumed business names used by the Corporation. Excluding the name of the Corporation, the following is a complete list of all assumed business names under which the Corporation does business:

NOTICES TO LESSOR. The Corporation will promptly notify Lessor in writing at Lessor's address shown above (or such other addresses as Lessor may designate from time to time) prior to any (A) change in the Corporation's name; (B) change in the Corporation's assumed business name(s); (C) change in the management of the Corporation; (D) change in the authorized signer(s); (E) change in the Corporation's principal office address; (F) change in the Corporation's state of organization; (G) conversion of the Corporation to a new or different type of business entity; or (H) change in any other aspect of the Corporation that directly or indirectly relates to any agreements between the Corporation and Lessor. No change in the Corporation's name or state of organization will take effect until after Lessor has received notice.

CERTIFICATION CONCERNING OFFICERS AND RESOLUTIONS. The officer(s) named above is/are duly elected, appointed, or employed by or for the Corporation, as the case may be and occupies the position set opposite his or her respective name. This Resolution now stands of record on the books of the Corporation, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

NO CORPORATE SEAL. The Corporation has no corporate seal, and therefore, no seal is affixed to this Resolution.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Resolution and performed prior to the passage of this Resolution are hereby ratified and approved. This Resolution shall be continuing, shall remain in full force and effect and Lessor may rely on it until written notice of its revocation shall have been delivered to and received by Lessor at Lessor's address shown above (or such addresses as Lessor may designate from time to time). Any such notice shall not affect any of the Corporation's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signature set opposite the name listed above is his or her genuine signature.

We each have read all the provisions of this Resolution, and we each personally and on behalf of the Corporation certify that all statements and representations made in this Resolution are true and correct. This Corporate Resolution to Lease is dated 12/23 **, 2020.**

CERTIFIED TO AND ATTESTED BY:

By: _____

Name: Krysti ARCHER

Title: Secretary

ZIONS CREDIT CORPORATION

310 S Main St, Ste 1300
Salt Lake City, UT 84101

Main Line: (801) 524-2230

INVOICE

Due Date:	Due upon signing Lease documents
Lessee:	Doral Academy of Idaho, Inc.
Lease #:	0016672
Schedule #:	0016673002
Equipment:	SCHOOL FURNITURE / MATERIALS / COMPUTERS AND EQUIPMENT

Commitment Fee Received

Interest through December 23, 2020

Documentation and Filing Fees

Total Amount to be applied to 1st payment

[redacted]

PROMISSORY NOTE

$25,000 Date

FOR VALUE RECEIVED, **PINECREST ACADEMY OF LEWISTON, Inc.**, a Idaho public charter school, whose mailing address is _____ (the ***"Borrower"***), promises to pay to ACADEMICA NEVADA, LLC, a Nevada limited liability company, whose mailing address is 6630 Surrey St., Las Vegas, Nevada 89119 (the ***"Lender"***), at such place as lender may from time to time designate in writing, the principal amount of TWENTY-FIVE THOUSAND AND 00/100 Dollars ($25,000.00) (the ***"Loan"***), payable as follows:

1. Term. The term of the loan will run from August 30, 2025 to July 30, 2027.

2. Interest. During the Initial Term of the Loan no interest will accrue. During the Extended Term interest will accrue at five (5) percent per annum.

3. Payment.

(a) Monthly Payments. During the Term of the Loan, Borrower shall make monthly payments in equal amounts due on the thirtieth (30) of each month, in accordance with Appendix A, commencing on **August 30, 2025.**

(b) Manner and Place for Payments. All amounts are payable in lawful money of the United States of America and shall be made to Lender at Lender's address listed above.

4. Prepayment. Borrower may prepay this Note in full or in part at any time without any prepayment charge or penalty.

5. No Waiver. The acceptance by Lender of any payment under this Note after the date that such payment is due shall not constitute a waiver of the right to require prompt payment when due of any succeeding payments or to declare a default as herein provided for any failure to so pay. The acceptance by Lender of the payment of a portion of any installment at any time that such installment is due and payable in its entirety shall neither cure nor excuse the default caused by the failure to pay the whole of such installment and shall not constitute a waiver of Lender's right to require full payment when due of all future or succeeding installments.

6. Default. Each of the following events shall constitute an ***"Event of Default"*** under this Note:

(a) Borrower's failure to make any payments of principal, interest or other sums due under this Note within ten (10) calendar days after the same becomes due;

(b) Borrower shall be adjudicated a bankrupt or insolvent, or shall consent to or apply for the appointment of a receiver, trustee or liquidator of any of Borrower's property, or shall admit in writing Borrower's inability to pay Borrower's debts generally as they become due,

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or shall make a general assignment for the benefit of creditors, or shall file a voluntary petition in bankruptcy or a voluntary petition or an answer seeking reorganization or arrangement in a proceeding under any bankruptcy law, or Borrower shall take action towards the liquidation of any of Borrower's property; and

7. Acceleration. Upon the occurrence of an Event of Default, Lender may declare the entire outstanding balance of principal immediately due and payable, together with interest at the Default Rate until paid in full, plus all costs of collection, including attorneys' fees.

8. Assignment. The Lender will not assign or otherwise transfer this Note without the Borrower's prior written consent.

9. Attorneys' Fees and Costs. In the event Lender takes any action to enforce any provision of this Note, either through legal proceedings or otherwise, Borrower promises to immediately reimburse Lender for Lender's reasonable attorneys' fees and all other costs and expense so incurred. Borrower shall also reimburse Lender for all attorneys' fees and costs reasonably incurred in the representation of Lender in any bankruptcy, insolvency, reorganization or other debtor-relief proceeding of or relating to Borrower or any collateral for the obligations hereunder.

10. Waivers. Borrower, endorsers, guarantors and sureties of this Note hereby: (i) waive diligence, demand, presentment, notice of non-payment and of dishonor, protest and notice of protest; (ii) expressly agree that this Note, or any payment hereunder, may be renewed, modified or extended from time to time and at any time; (iii) consent to the acceptance or release of security for this Note or the release of any party or guarantor, all without in any way affecting their liability; and (iv) waive the right to plead any and all statutes of limitations as a defense to any demand on this Note or on any guaranty thereof, or to any agreement to pay the same to the full extent permissible by law.

11. Notices. All requests, notices and demands given or required to be given by either party hereto to the other party shall be in writing addressed to such addresses as the parties may from time to time designate to the other parties in writing. Notices shall be deemed to have been properly given three (3) business days after having been deposited in any post office, branch post office, or mail depository regularly maintained by the U.S. Postal Service and sent by U.S. registered or certified mail, postage prepaid, on the next business day following deposit with an overnight courier service, and upon receipt by any person at the place of business set forth above if delivery is made by hand delivery.

12. Severability. Every provision hereof is intended to be severable. If any provision of this Note is determined by a court of competent jurisdiction to be illegal, invalid or unenforceable, such illegality, invalidity or unenforceability shall not affect the other provisions hereof, which shall remain binding and enforceable.

13. Governing Law; Venue. This Note shall be governed by and construed under the laws of the State of Idaho. Borrower and Lender agree that Boise, Idaho shall be the exclusive venue for resolution of any dispute arising under this Note, to the exclusion of all other possible

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forums or venues. Borrower further submits to venue in the Fourth District Court of the State of Idaho.

15. General Provisions. The terms of this Note shall inure to the benefit of and bind the parties hereto and their successors and assigns. Borrower represents and warrants to Lender that the obligations hereunder arise out of or in connection with business purposes and do not relate to any personal, family or household purpose. As used herein, the term "Borrower" shall include the undersigned Borrower and any other person or entity who may subsequently become liable for the payment hereof. The term "Lender" shall include the named Lender as well as any other person or entity to whom this Note or any interest in this Note is conveyed, transferred or assigned.

BORROWER:

Pinecrest Academy of Lewiston, Inc.
an Idaho Charter School

By:_____
Name:
Title:_____

DRAFT

STATE OF IDAHO)
) SS:
CITY OF LEWISTON COUNTY OF NEZ PERCE)

On this _____ day of _____, 2020, before me appeared _____, to me personally known or satisfactorily proven, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument dated _____, 2022 such instrument being described or identified as **PROMISSORY NOTE**, and that said person did so as the free act and deed of such person, and if applicable in the capacity or capacities shown, having been duly authorized to execute such instrument in such capacity or capacities.

(Stamp or Seal)

_____
Print Name: _____
Notary Public, State of Idaho

My commission expires:_____

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Attachment F5: Promissory Note with Amortization Schedule

10/04/2022 2:18 PM

Compounding Period: Monthly

Nominal Annual Rate: 5.000%

Cash Flow Data - Loans and Payments

	Event	Date	Amount	Number	Period	End Date
1	Loan	08/01/2025	25,000.00	1		
2	Payment	08/30/2025	1,096.57	24	Monthly	07/30/2027

TValue Amortization Schedule - Normal, 365 Day Year

	Date	Payment	Interest	Principal	Balance
Loan	08/01/2025				25,000.00
1	08/30/2025	1,096.57	99.32	997.25	24,002.75
2	09/30/2025	1,096.57	100.01	996.56	23,006.19
3	10/30/2025	1,096.57	95.86	1,000.71	22,005.48
4	11/30/2025	1,096.57	91.69	1,004.88	21,000.60
5	12/30/2025	1,096.57	87.50	1,009.07	19,991.53
6	01/30/2026	1,096.57	83.30	1,013.27	18,978.26
7	02/28/2026	1,096.57	79.08	1,017.49	17,960.77
8	03/30/2026	1,096.57	74.84	1,021.73	16,939.04
9	04/30/2026	1,096.57	70.58	1,025.99	15,913.05
10	05/30/2026	1,096.57	66.30	1,030.27	14,882.78
11	06/30/2026	1,096.57	62.01	1,034.56	13,848.22
2026 Totals		**12,062.27**	**910.49**	**11,151.78**	
12	07/30/2026	1,096.57	57.70	1,038.87	12,809.35
13	08/30/2026	1,096.57	53.37	1,043.20	11,766.15
14	09/30/2026	1,096.57	49.03	1,047.54	10,718.61
15	10/30/2026	1,096.57	44.66	1,051.91	9,666.70
16	11/30/2026	1,096.57	40.28	1,056.29	8,610.41
17	12/30/2026	1,096.57	35.88	1,060.69	7,549.72
18	01/30/2027	1,096.57	31.46	1,065.11	6,484.61
19	02/28/2027	1,096.57	27.02	1,069.55	5,415.06
20	03/30/2027	1,096.57	22.56	1,074.01	4,341.05
21	04/30/2027	1,096.57	18.09	1,078.48	3,262.57
22	05/30/2027	1,096.57	13.59	1,082.98	2,179.59
23	06/30/2027	1,096.57	9.08	1,087.49	1,092.10
2027 Totals		**13,158.84**	**402.72**	**12,756.12**	
24	07/30/2027	1,096.57	4.47	1,092.10	0.00
2028 Totals		**1,096.57**	**4.47**	**1,092.10**	

	Date	Payment	Interest	Principal	Balance
Grand Totals		**26,317.68**	**1,317.68**	**25,000.00**	

Last interest amount decreased by 0.08 due to rounding.

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. **4.994%**	**FINANCE CHARGE** The dollar amount the credit will cost you. **$1,317.68**	**Amount Financed** The amount of credit provided to you or on your behalf. **$25,000.00**	**Total of Payments** The amount you will have paid after you have made all payments as scheduled. **$26,317.68**

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

BETWEEN

YOUNG WOMEN'S LEADERSHIP ACADEMY OF LAS VEGAS

AND

ACADEMICA NEVADA, LLC

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CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

This is an Agreement to provide services and support to a Charter School by and between Young Women's Leadership Academy of Nevada ("YWLA") and Academica Nevada LLC ("Service Provider")

WHEREAS, YWLA has a contract ("the Charter") with the State Public Charter School Authority (the "State") to operate a charter school, known as YWLA (the "School");

WHEREAS, the School is governed by the Board of Directors of YWLA (the "Board");

WHEREAS, academic control and freedom are integral to the success of the School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

WHEREAS, YWLA shall ensure that its School is professionally operated in accordance with the requirements of its Charter and the requirements of all State and Federal laws as well as the requirements of local municipal and or county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider has been established to provide professional services and support to public charter schools;

WHEREAS, it is Service Provider's mission to ensure that the vision of the School's Board of Directors is faithfully and effectively implemented;

WHEREAS, Service Provider's officials are familiar with the governmental agencies and requirements needed to establish and operate a public charter school as well as the requirements of the Charter, all State and Federal authorities, and the local municipal and or county government which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider's officials are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants, other forms of revenue and financing for other charter school programs;

WHEREAS, Service Provider's officials have attended and will continue to attend local, state, and federal meetings and conferences for charter school operators and consultants;

WHEREAS, Service Provider provides services and support a network of charter schools and believes that there are benefits to having a wide variety of employment opportunities and options available to the employees of public charter schools serviced by Service Provider;

WHEREAS, it is Service Provider's duty to implement the vision of the Board of Directors, ensuring the autonomy and governing authority of the Board of Directors of YWLA, and the Board of Director's duty to make all decisions and direct Service Provider to act accordingly on the Board's behalf.

WHEREAS, YWLA and Service Provider desire to enter into this agreement for the purpose of having Service Provider provide services and support to the School at the direction of the Board of Directors;

NOW THEREFORE, the parties to this Agreement agree as follows:

1. Recitals

The forgoing recitals are true, correct and incorporated herein.

2. Engagement

YWLA engages Service Provider to provide administrative services and support to the School as more fully set forth herein. Service Provider accepts such engagement pursuant to the terms of this Agreement.

3. Duties of Service Provider

Service Provider will coordinate the services required to support the School and will keep the Board updated as to all important developments with regard to the Service Provider's services. In connection with this, Service Provider will report to the Board and advise it of the systems established for administrative

duties, including those related to initial setup and the ongoing operational budget. Service Provider will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations.

Service Provider assures the Board that all uniform, system-wide reporting, record keeping, and accountability systems will be compliant with Nevada requirements. The Board will review any recommendations made by Service Provider and act upon them in the manner the Board decides.

Service Provider's services shall include, but not be limited to:

a. Human Resources/Payroll Coordination

Service Provider shall provide human resource services to the School. This includes, but is not limited to, assisting the School in hiring employees, coordination of hiring fairs, disciplining employees, conducting investigations, filing unemployment responses, representation of the School at unemployment hearings, tracking of educator licenses, facilitation of benefits, and assisting in the storage and review of background checks for employees and volunteers. Service Provider shall provide payroll coordination services.

b. Legal

Service Provider will assist the Board in obtaining outside legal counsel and may serve as the primary liaison between the Board and the outside counsel. Service Provider may also provide legal support services which may include assisting the School with day-to-day inquiries, preparing employment agreements for School staff, reviewing contracts, policy creation at the direction of the Board or School, assisting with student and employee discipline, and communicating and working with outside counsel. **NOTHING IN THIS AGREEMENT SHALL CONSTITUTE AN ATTORNEY-CLIENT RELATIONSHIP.**

c. Maintenance of Corporate Records and Tax-Exempt Status

Service Provider shall store and maintain the corporate records of the School. Additionally, Service Provider shall assist the school in obtaining and maintaining its federal and state tax exempt status.

d. Public Relations and Marketing

Service Provider shall assist the School in public relations and marketing efforts. Service Provider will coordinate with the School to determine public relations and marketing strategies. Service Provider may hire a third-party vendor to assist with government relations, public relations and marketing.

e. Board of Directors Meetings

Service Provider will attend the meetings of the Board and the staff of the School. Service Provider shall maintain the minutes and records of those meetings and ensure that the School complies with the requirements of NRS 388A.366 and any other applicable law(s) regarding such meetings and record-keeping.

f. Record Keeping

Service Provider will maintain the records of the School at the location designated by the Board. Service Provider will ensure compliance with NAC 392.360 and NAC 388A.550 requirements for record keeping. In addition, Service Provider will ensure that designated on-site staff receives proper training by the State's appropriate departments for student school record keeping through its designated programs.

g. Bookkeeping

Service Provider will serve as liaison with the State to ensure the accuracy and timeliness of financial reporting and record keeping as required by the Charter and State law.

h. Staff Recommendations and Administration

Service Provider shall identify and propose for employment by or on behalf of YWLA qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The teachers employed for the School will be certified as required by NRS Ch. 388A. Service Provider shall coordinate with the Board or the Hiring Committee established by the Board to identify, recruit, and select individuals for School-based positions. The Board will make all hiring decisions in its discretion and in accordance with law. All employees selected by the Board shall be YWLA employees or employees leased to YWLA and will not be employees of Service Provider. Service Provider shall prepare employment contracts for approval by the Board that are to be used for the purpose of hiring employees.

i. Financial Projections and Financial Statements

Service Provider will prepare annual budgets and financial forecasts for the School to present to the Board for review and approval or disapproval. The School will utilize the Nevada School Accounting Manual and Standardized Account Code Structure at the direction of the Board, as a means of codifying all

transactions pertaining to its operations. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by the school's auditors, will adopt accounting policies and procedures. Service Provider will prepare, with the review and approval of the Board, regular unaudited financial statements as required to be delivered to the State which will include a statement of revenues and expenditures and changes in fund balances in accordance with generally accepted accounting principles. These statements will be provided in advance of the deadline for submission of such reports to the State. YWLA will provide the State with annual audited financial reports as required by the Charter. These reports will be audited by a qualified independent, certified public accounting firm. Service Provider will provide the regular unaudited financial statements, books and records to the auditor for review in connection with the preparation of the reports. The reports shall include a complete set of financial statements and notes thereto prepared in accordance with the Charter and generally accepted accounting principles for inclusion into the School's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, no later than deadline set by the State of Nevada each year.

j. Grant Solicitation

Service Provider will solicit grants available for the funding of the School from the various government and private and institutional sources that may be available. Such grants will include, but are not limited to, federal grants programs and various continuation grants for charter schools.

k. Financing Solicitation and Coordination

Service Provider will coordinate obtaining financing from private and public sources for loans desired by the Board.

l. Other Funding Sources

Service Provider will coordinate the solicitation of School Improvement Grant funds, if available, from the appropriate state or local agencies. Similarly, Service Provider will coordinate the solicitation of other state, federal, or local government funds earmarked for school facilities development, improvement, or acquisition as well as other sources of funding that may become available to charter schools from time to time.

m. State Reporting

Service Provider will coordinate the preparation of any and all periodic reports for the School as required by the State Public Charter Authority or Board. The reports will be submitted to the Board for approval when required, and Service Provider will coordinate the delivery and review process established by the State and Charter School legislation for any reporting requirements.

n. School Board Representation

The Board President will serve as primary liaison to the State Public Charter School Authority and its officials on behalf of the School. Service Provider will also serve as a liaison of the Board to the State and its officials. In connection therewith, Service Provider's representatives may attend required meetings and public hearings on behalf of the School.

o. Governmental Compliance

Service Provider will advise the Board on compliance with state regulations and reporting requirements of the Charter School, including relevant changes to State and Federal codes and regulations. Service Provider will also advise the Board as to matters relating to the School and Board's compliance with the School's State Charter. The School's State Charter is incorporated herein by reference.

p. Charter Renewal Coordination

Service Provider will assist the Board with renewal of the School's Charter on a timely basis. Service Provider will negotiate the terms of the Charter's renewal with the State on behalf of the Board and will provide the Board with notice and seek Board approval of any renewal provisions which may modify or alter the terms of the original Charter between the School and the State.

q. Facilities Identification Expansion, Design and Development

Service Provider shall meet and confer with the Board for the purpose of identifying the Facilities needs of the School from year to year. In connection therewith, Service Provider shall advise the Board and assist the School in identifying, procuring, and planning the design of new facilities or in the expansion of existing ones. Service Provider will identify and solicit investors to acquire and develop facilities for lease or use by the school. Where such investors are related to Service Provider or its principal, that relationship will be disclosed to the Board, and the Board's vote of approval for such a selection, shall ratify that the disclosed relationship is not disqualifying. Further, Service Provider shall recommend and retain on behalf

of the School qualified professionals in the fields of school design and architecture and engineering as well as in the area of development and construction for the expansion, design, development, and construction of new or existing facilities.

r. Systems Development

Service Provider will identify and develop a Nevada-based and State-compliant school information system to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

4. Term of Agreement

a. Initial Term

The term of the Agreement shall commence on July 1, 2022 and shall continue through the duration of the Charter granted by the State or other sponsor should the School's sponsor change, unless terminated earlier, as provided for herein, or else is modified by written agreement of the parties.

b. Renewal

At the conclusion of the term of this Agreement, the parties may mutually agree, but shall have no obligation, to renew the terms of this Agreement.

c. Termination

(i) Either party may terminate this Agreement immediately for cause. Termination for cause shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement, when such breach continues for a period of thirty (30) days after written notice, or when any such breach recurs following cure, and following written notice to the other party describing the breach. Notwithstanding the above, in the event of a significant event, as defined hereafter, YWLA may terminate this Agreement immediately without providing Service Provider with thirty (30) days to cure the defect. For the purposes of this Agreement, a "significant event" shall be defined as an act or omission by the Service Provider which results in a breach of the School's Charter such that the Charter is subject to termination, interrupts the School's operations and/or results in a threat to the School's viability. Upon notice of termination under this Section, YWLA shall only be required to pay Service Provider for services rendered through the date of the notice of termination for cause.

(ii) Duties upon termination. In the event this Agreement is terminated with or without cause, the parties shall work cooperatively to ensure that the School's operations continue without interruption. Service Provider shall immediately and peaceably deliver to YWLA any and all books, documents, electronic data or records of any kind or nature pertaining to the operation of the School or any transactions involving the School. This Section shall survive the termination of this Agreement.

5. Compensation

a. Base Compensation

YWLA shall pay Service Provider a services and support fee of $450 per student Full Time Equivalent (FTE) per annum during the term of this Agreement, unless terminated, provided that YWLA receives such funds. The fee shall be payable in equal monthly installments, provided that YWLA shall have no obligation to pay such fee before receiving its FTE funding from the State of Nevada. Such funding does not include funds for special services or federal dollars, in which event the monthly installments shall accrue until funding is received. In the event that funding is decreased in future years to an amount less than the 2021-2022 state funding, either party may request review of the base compensation amount. The Service Provider will consider lowering the fee should the school experience financial distress.

b. Additional Services

Service Provider will provide additional services not covered under this Agreement to the Board as requested by the Board by proposal to Board and subject to Board approval. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, at the expense of YWLA, of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

c. Reimbursement of Costs

Service Provider shall be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost. Such costs shall be split, pro-rata, with any and all other schools for which the travel was undertaken.

d. Incurred Expenses

Pursuant to the agreement of the Board and Service Provider, Service Provider may defer some or all of the services and support fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the School's financial records.

6. OTHER MATTERS

a. Conflicts of Interest

No officer, shareholder, employee or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Service Provider, its officers, directors, employees or principals and any other person or entity providing goods or services to the School, Service Provider agrees to disclose the relationship to the Board as soon as practicable.

b. Insurance and Indemnification

Service Provider shall carry liability insurance in the amount of FIVE MILLION AND 00/100 DOLLARS ($5,000,000.00) and shall indemnify the School for any acts or omissions arising from or claimed to be arising from the scope of services of the Service Provider as further set forth herein. School shall be named as an additional insured on such policy(ies) of insurance. Service Provider agrees to provide, upon request of the Board, certificates of insurance with carriers, in amounts and for terms reasonably acceptable to the Board.

Service Provider hereby further agrees to defend, indemnify, hold harmless and protect YWLA, the Board, the School and their successors and assigns, from and against any and all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) (hereinafter collectively referred to as "claims") which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Service Provider, its employees or agents. This duty to defend shall arise immediately upon the making of a claim against YWLA, the Board, the School and their successors and assigns without need for final adjudication of fault. If such claims are ultimately adjudged as *not* being connected to the acts, services, conduct or omissions of Service Provider, its employees or agents, then the

Defended party shall promptly reimburse Service Provider for those Defense Fees and costs incurred in defending said Defended party.

c. Miscellaneous

(i) Neither party shall be considered in default of this Agreement if the performance of any part or all if this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unreasonable expense.

(ii) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

(iii) Neither party shall assign this Agreement without the written consent of the other party;

(iv) No waiver of any provision of or default under this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

(v) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that provision may be stricken and all other provisions of this Agreement shall remain in full force and effect, and shall be given such interpretation in the absence of such stricken provision as to faithfully effect the goals and intent of the parties in entering into this Agreement as further set forth above.

(vi) This Agreement is not intended to create any rights of a third-party beneficiary.

(vii) This Agreement is made and entered into in the State of Nevada and shall be interpreted according to and governed by the laws of that state. Any action arising from this Agreement, shall be brought in a court in Clark County, Nevada.

(viii) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs to the extent allowed by law.

(ix) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States

mail, directed to the other party at its address hereinafter provided or at such other address as either party may designate by notice from time to time in accordance herewith:

If to Service Provider: **Academica Nevada, LLC**
6630 Surrey St.
Las Vegas, NV 89119
Attention: Robert Howell

If to Board: **YWLA**
11741 Corrigan Place,
Las Vegas, NV 89138
Attention: Board Chair

(x) The designated contact person of Service Provider shall be the CEO of Academica Nevada LLC - Robert B. Howell.

The designated contact person of the School shall be the Chairperson of the Board of Directors, as elected each year at the Board's Annual Meeting.

(xi) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

(xii) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(xiii) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

THIS AGREEMENT was approved at a meeting of the Board of Directors of YWLA held on the ___ day of _____. At that meeting, the undersigned Director of YWLA was authorized by the Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

YWLA Board

By: Gunlek Ruder
Gunlek Ruder (Apr 22, 2022 13:40 PDT)
Board Chair

Date: 4/22/22

ACADEMICA NEVADA LLC

By: _____ Date: 5/4/22

Robert Howell, CEO

CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

BETWEEN

SLAM ACADEMY OF NEVADA

AND

ACADEMICA NEVADA, LLC

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CHARTER SCHOOL SERVICES AND SUPPORT AGREEMENT

This is an Agreement to provide services and support to a Charter School by and between SLAM Academy of Nevada ("SLAM") and Academica Nevada LLC ("Service Provider")

WHEREAS, SLAM has a contract ("the Charter") with the State Public Charter School Authority (the "State") to operate a charter school, known as the SLAM Academy of Nevada (the "School");

WHEREAS, the School is governed by the Board of Directors of SLAM (the "Board");

WHEREAS, academic control and freedom are integral to the success of the School and the Board must have complete autonomy and control over its academic program, staffing needs, and curriculum;

WHEREAS, SLAM shall ensure that its School is professionally operated in accordance with the requirements of its Charter and the requirements of all State and Federal laws as well as the requirements of local municipal and or county ordinances which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider has been established to provide professional services and support to public charter schools;

WHEREAS, it is Service Provider's mission to ensure that the vision of the School's Board of Directors is faithfully and effectively implemented;

WHEREAS, Service Provider's officials are familiar with the governmental agencies and requirements needed to establish and operate a public charter school as well as the requirements of the Charter, all State and Federal authorities, and the local municipal and or county government which may be applicable to the operation of the School or its facilities;

WHEREAS, Service Provider's officials are familiar with the various local, state and federal funding sources for charter school programs and have successfully obtained grants, other forms of revenue and financing for other charter school programs;

WHEREAS, Service Provider's officials have attended and will continue to attend local, state, and federal meetings and conferences for charter school operators and consultants;

WHEREAS, Service Provider provides services and support a network of charter schools and believes that there are benefits to having a wide variety of employment opportunities and options available to the employees of public charter schools serviced by Service Provider;

WHEREAS, it is Service Provider's duty to implement the vision of the Board of Directors, ensuring the autonomy and governing authority of the Board of Directors of SLAM, and the Board of Director's duty to make all decisions and direct Service Provider to act accordingly on the Board's behalf.

WHEREAS, SLAM and Service Provider desire to enter into this agreement for the purpose of having Service Provider provide services and support to the School at the direction of the Board of Directors;

NOW THEREFORE, the parties to this Agreement agree as follows:

1. **Recitals**

The forgoing recitals are true, correct and incorporated herein.

2. **Engagement**

SLAM engages Service Provider to provide administrative services and support to the School as more fully set forth herein. Service Provider accepts such engagement pursuant to the terms of this Agreement.

3. **Duties of Service Provider**

Service Provider will coordinate the services required to support the School and will keep the Board updated as to all important developments with regard to the Service Provider's services. In connection with this, Service Provider will report to the Board and advise it of the systems established for administrative duties, including those related to initial setup and the ongoing operational budget. Service Provider will comply with all Board and School policies and procedures, the Charter, and with all applicable state and federal rules and regulations.

Service Provider assures the Board that all uniform, system-wide reporting, record keeping, and accountability systems will be compliant with Nevada requirements. The Board will review any recommendations made by Service Provider and act upon them in the manner the Board decides.

Service Provider's services shall include, but not be limited to:

a. **Human Resources/Payroll Coordination**

Service Provider shall provide human resource services to the School. This includes, but is not limited to, assisting the School in hiring employees, coordination of hiring fairs, disciplining employees, conducting investigations, filing unemployment responses, representation of the School at unemployment hearings, tracking of educator licenses, facilitation of benefits, and assisting in the storage and review of

background checks for employees and volunteers. Service Provider shall provide payroll coordination services.

b. Legal

Service Provider will assist the Board in obtaining outside legal counsel and may serve as the primary liaison between the Board and the outside counsel. Service Provider may also provide legal support services which may include assisting the School with day to day inquiries, preparing employment agreements for School staff, reviewing contracts, policy creation at the direction of the Board or School, assisting with student and employee discipline, and communicating and working with outside counsel. **NOTHING IN THIS AGREEMENT SHALL CONSTITUTE AN ATTORNEY-CLIENT RELATIONSHIP.**

c. Maintenance of Corporate Records and Tax-Exempt Status

Service Provider shall store and maintain the corporate records of the School. Additionally, Service Provider shall assist the school in obtaining and maintaining its federal and state tax exempt status.

d. Public Relations and Marketing

Service Provider shall assist the School in public relations and marketing efforts. Service Provider will coordinate with the School to determine public relations and marketing strategies. Service Provider may hire a third-party vendor to assist with government relations, public relations and marketing.

e. Board of Directors Meetings

Service Provider will attend the meetings of the Board and the staff of the School. Service Provider shall maintain the minutes and records of those meetings and ensure that the School complies with the requirements of NRS 388A.366 and any other applicable law(s) regarding such meetings and record-keeping.

f. Record Keeping

Service Provider will maintain the records of the School at the location designated by the Board. Service Provider will ensure compliance with NAC 392.360 and NAC 388A.550 requirements for record keeping. In addition, Service Provider will ensure that designated on-site staff receives proper training by the State's appropriate departments for student school record keeping through its designated programs.

g. Bookkeeping

Service Provider will serve as liaison with the State to ensure the accuracy and timeliness of financial reporting and record keeping as required by the Charter and State law.

h. Staff Recommendations and Administration

Service Provider shall identify and propose for employment by or on behalf of SLAM qualified principals, teachers, paraprofessionals, administrators and other staff members and education professionals for positions in the School. The teachers employed for the School will be certified as required by NRS Ch. 388A. Service Provider shall coordinate with the Board or the Hiring Committee established by the Board to identify, recruit, and select individuals for School-based positions. The Board will make all hiring decisions in its discretion and in accordance with law. All employees selected by the Board shall be SLAM employees or employees leased to SLAM and will not be employees of Service Provider. Service Provider shall prepare employment contracts for approval by the Board that are to be used for the purpose of hiring employees.

i. Financial Projections and Financial Statements

Service Provider will prepare annual budgets and financial forecasts for the School to present to the Board for review and approval or disapproval. The School will utilize the Nevada School Accounting Manual and Standardized Account Code Structure at the direction of the Board, as a means of codifying all transactions pertaining to its operations. The Board shall annually adopt and maintain an operating budget. The Board, based on recommendations made by the school's auditors, will adopt accounting policies and procedures. Service Provider will prepare, with the review and approval of the Board, regular unaudited financial statements as required to be delivered to the State which will include a statement of revenues and expenditures and changes in fund balances in accordance with generally accepted accounting principles. These statements will be provided in advance of the deadline for submission of such reports to the State. SLAM will provide the State with annual audited financial reports as required by the Charter. These reports will be audited by a qualified independent, certified public accounting firm. Service Provider will provide the regular unaudited financial statements, books and records to the auditor for review in connection with the preparation of the reports. The reports shall include a complete set of financial statements and notes thereto prepared in accordance with the Charter and generally accepted accounting principles for inclusion into the School's financial statements annually, formatted by revenue source and expenditures and detailed by function and object, no later than deadline set by the State of Nevada each year.

j. Grant Solicitation

Service Provider will solicit grants available for the funding of the School from the various government and private and institutional sources that may be available. Such grants will include, but are not limited to, federal grants programs and various continuation grants for charter schools.

k. Financing Solicitation and Coordination

Service Provider will coordinate obtaining financing from private and public sources for loans desired by the Board.

l. Other Funding Sources

Service Provider will coordinate the solicitation of School Improvement Grant funds, if available, from the appropriate state or local agencies. Similarly, Service Provider will coordinate the solicitation of other state, federal, or local government funds earmarked for school facilities development, improvement, or acquisition as well as other sources of funding that may become available to charter schools from time to time.

m. State Reporting

Service Provider will coordinate the preparation of any and all periodic reports for the School as required by the State Public Charter Authority or Board. The reports will be submitted to the Board for approval when required, and Service Provider will coordinate the delivery and review process established by the State and Charter School legislation for any reporting requirements.

n. School Board Representation

The Board President will serve as primary liaison to the State Public Charter School Authority and its officials on behalf of the School. Service Provider will also serve as a liaison of the Board to the State and its officials. In connection therewith, Service Provider's representatives may attend required meetings and public hearings on behalf of the School.

o. Governmental Compliance

Service Provider will advise the Board on compliance with state regulations and reporting requirements of the Charter School, including relevant changes to State and Federal codes and regulations. Service Provider will also advise the Board as to matters relating to the School and Board's compliance with the School's State Charter. The School's State Charter is incorporated herein by reference.

p. **Charter Renewal Coordination**

Service Provider will assist the Board with renewal of the School's Charter on a timely basis. Service Provider will negotiate the terms of the Charter's renewal with the State on behalf of the Board and will provide the Board with notice and seek Board approval of any renewal provisions which may modify or alter the terms of the original Charter between the School and the State.

q. **Facilities Identification Expansion, Design and Development**

Service Provider shall meet and confer with the Board for the purpose of identifying the Facilities needs of the School from year to year. In connection therewith, Service Provider shall advise the Board and assist the School in identifying, procuring, and planning the design of new facilities or in the expansion of existing ones. Service Provider will identify and solicit investors to acquire and develop facilities for lease or use by the school. Where such investors are related to Service Provider or its principal, that relationship will be disclosed to the Board, and the Board's vote of approval for such a selection, shall ratify that the disclosed relationship is not disqualifying. Further, Service Provider shall recommend and retain on behalf of the School qualified professionals in the fields of school design and architecture and engineering as well as in the area of development and construction for the expansion, design, development, and construction of new or existing facilities.

r. **Systems Development**

Service Provider will identify and develop a Nevada-based and State-compliant school information system to be used in connection with the administration and reporting system for the School. This includes, but is not limited to, accounting documentation filing systems, student records systems, computer systems, and telecommunications services.

4. Term of Agreement

a. **Initial Term**

The term of the Agreement shall commence on July 1, 2022 and shall continue through the duration of the Charter granted by the State or other sponsor should the School's sponsor change, unless terminated earlier, as provided for herein, or else is modified by written agreement of the parties.

b. **Renewal**

At the conclusion of the term of this Agreement, the parties may mutually agree, but shall have no

obligation, to renew the terms of this Agreement.

c. **Termination**

(i) Either party may terminate this Agreement immediately for cause. Termination for cause shall be defined, for purposes of this Agreement, as the breach of any material term of this Agreement, when such breach continues for a period of thirty (30) days after written notice, or when any such breach recurs following cure, and following written notice to the other party describing the breach. Notwithstanding the above, in the event of a significant event, as defined hereafter, SLAM may terminate this Agreement immediately without providing Service Provider with thirty (30) days to cure the defect. For the purposes of this Agreement, a "significant event" shall be defined as an act or omission by the Service Provider which results in a breach of the School's Charter such that the Charter is subject to termination, interrupts the School's operations and/or results in a threat to the School's viability. Upon notice of termination under this Section, SLAM shall only be required to pay Service Provider for services rendered through the date of the notice of termination for cause.

(ii) Duties upon termination. In the event this Agreement is terminated with or without cause, the parties shall work cooperatively to ensure that the School's operations continue without interruption. Service Provider shall immediately and peaceably deliver to SLAM any and all books, documents, electronic data or records of any kind or nature pertaining to the operation of the School or any transactions involving the School. This Section shall survive the termination of this Agreement.

5. Compensation

a. **Base Compensation**

SLAM shall pay Service Provider a services and support fee of $450 per student Full Time Equivalent (FTE) per annum during the term of this Agreement, unless terminated, provided that SLAM receives such funds. The fee shall be payable in equal monthly installments, provided that SLAM shall have no obligation to pay such fee before receiving its FTE funding from the State of Nevada. Such funding does not include funds for special services or federal dollars, in which event the monthly installments shall accrue until funding is received. In the event that funding is decreased in future years to an amount less than the 2022-2023 state funding, either party may request review of the base compensation amount. The Service Provider will consider lowering the fee should the school experience financial distress.

b. Additional Services

Service Provider will provide additional services not covered under this Agreement to the Board as requested by the Board by proposal to Board and subject to Board approval. This may include services that are not within the regular course of running the School, including but not limited to special projects, litigation coordination, and land use coordination. Such projects may include the engagement, at the expense of SLAM, of other professionals or consultants who may be independent from Service Provider or part of Service Provider's network of consulting professionals.

c. Reimbursement of Costs

Service Provider shall be reimbursed for actual costs incurred in connection with travel, lodging, and food, attending required conferences and other events on behalf of the School, provided that the Board shall give prior written approval for such cost. Such costs shall be split, pro-rata, with any and all other schools for which the travel was undertaken.

d. Incurred Expenses

Pursuant to the agreement of the Board and Service Provider, Service Provider may defer some or all of the services and support fees and/or costs for additional services and/or reimbursements due hereunder from one fiscal year to the next, which will be duly noted in the School's financial records.

6. OTHER MATTERS

a. Conflicts of Interest

No officer, shareholder, employee or director of Service Provider may serve on the Board. Service Provider will comply with the Conflicts of Interest rules set out in the Charter. In addition, if there exists some relationship between Service Provider, its officers, directors, employees or principals and any other person or entity providing goods or services to the School, Service Provider agrees to disclose the relationship to the Board as soon as practicable.

b. Insurance and Indemnification

Service Provider shall carry liability insurance in the amount of FIVE MILLION AND 00/100 DOLLARS ($5,000,000.00) and shall indemnify the School for any acts or omissions arising from or claimed to be arising from the scope of services of the Service Provider as further set forth herein. School shall be named as an additional insured on such policy(ies) of insurance. Service Provider agrees to provide, upon

request of the Board, certificates of insurance with carriers, in amounts and for terms reasonably acceptable to the Board.

Service Provider hereby further agrees to defend, indemnify, hold harmless and protect SLAM, the Board, the School and their successors and assigns, from and against any and all liabilities, claims, forfeitures, suits, penalties, punitive, liquidated, or exemplary damages, fines, losses, causes of action, or voluntary settlement payments, of whatever kind and nature, and the cost and expenses incident thereto (including the costs of defense and settlement and reasonable attorney's fees) (hereinafter collectively referred to as "claims") which such party may incur, become responsible for, or pay out as a result of claims connected to the acts, services, conduct or omissions of Service Provider, its employees or agents. This duty to defend shall arise immediately upon the making of a claim against SLAM, the Board, the School and their successors and assigns without need for final adjudication of fault. If such claims are ultimately adjudged as *not* being connected to the acts, services, conduct or omissions of Service Provider, its employees or agents, then the Defended party shall promptly reimburse Service Provider for those Defense Fees and costs incurred in defending said Defended party.

c. **Miscellaneous**

(i) Neither party shall be considered in default of this Agreement if the performance of any part or all if this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either party's control, and which cannot be overcome by reasonable diligence and without unreasonable expense.

(ii) This Agreement shall constitute the full, entire and complete agreement between the parties hereto. All prior representations, understandings and agreements are superseded and replaced by this Agreement. This Agreement may be altered, changed, added to, deleted from or modified only through the voluntary, mutual consent of the parties in writing, and said written modification(s) shall be executed by both parties. Any amendment to this Agreement shall require approval of the Board.

(iii) Neither party shall assign this Agreement without the written consent of the other party;

(iv) No waiver of any provision of or default under this Agreement shall be deemed or shall constitute a waiver of any other provision or default unless expressly stated in writing.

(v) If any provision or any part of this Agreement is determined to be unlawful, void or invalid, that provision may be stricken and all other provisions of this Agreement shall remain in full force and effect, and shall be given such interpretation in the absence of such stricken provision as to faithfully effect the goals and intent of the parties in entering into this Agreement as further set forth above.

(vi) This Agreement is not intended to create any rights of a third-party beneficiary.

(vii) This Agreement is made and entered into in the State of Nevada and shall be interpreted according to and governed by the laws of that state. Any action arising from this Agreement, shall be brought in a court in Clark County, Nevada.

(viii) In the event of a dispute arising from this Agreement, the prevailing party shall be awarded reasonable attorneys' fees and costs to the extent allowed by law.

(ix) Every notice, approval, consent or other communication authorized or required by this Agreement shall not be effective unless same shall be in writing and sent postage prepaid by United States mail, directed to the other party at its address hereinafter provided or at such other address as either party may designate by notice from time to time in accordance herewith:

If to Service Provider: **Academica Nevada, LLC**
6630 Surrey St.
Las Vegas, NV 89119
Attention: Robert Howell

If to Board: **SLAM Academy of Nevada**
1095 Fielders Street
Henderson, NV 89011
Attention: Board Chair

(x) The designated contact person of Service Provider shall be the CEO of Academica Nevada LLC - Robert B. Howell.

The designated contact person of the School shall be the Chairperson of the Board of Directors, as elected each year at the Board's Annual Meeting.

(xi) The headings in the Agreement are for convenience and reference only and in no way define, limit or describe the scope of the Agreement and shall not be considered in the interpretation of the Agreement or any provision hereof.

(xii) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one Agreement.

(xiii) Each of the persons executing this Agreement warrants that such person has the full power and authority to execute the Agreement on behalf of the party for whom he or she signs.

THIS AGREEMENT was approved at a meeting of the Board of Directors of SLAM of Nevada held on the ___ day of _____. At that meeting, the undersigned Director of SLAM was authorized by the Board to execute a copy of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

SLAM Academy of Nevada Board

By: _____ Date: 6/1/22
Board Chair

ACADEMICA NEVADA LLC

By: _____ Date: 6/14/22
Robert Howell, CEO

PINECREST ACADEMY OF LEWISTON

A K- 8 PUBLIC CHARTER SCHOOL

Founding Board of Directors

Jon Evans

Anna Wilson

Royal Toy

Paul Merrill

Mike Kingsley

Nate Hercula

July 29, 2022

Lance R. Hansen
Superintendent of Schools
Independent School District No. 1
3317 12th Street
Lewiston, ID 83501

Dear Mr. Hansen,

Pinecrest Academy of Lewiston is a newly proposed charter school, which intends to serve Kindergarten-8th Grade students in the Lewiston, Idaho area. As such, the school anticipates opening in the fall of 2023 and could potentially serve students within Independent School District No. 1.

In compliance with Idaho Code §33-5205, the purpose of this letter is to inform you that, as a group of petitioners, we are seeking an authorizer for this proposed charter school and offer to attend a district board of trustees meeting, if you so request.

Included with this letter is a copy of our proposed charter petition for your reference.

If you have any questions, please email Jon Evans at jevans@poweroftheclub.org.

Thank you,

Jon Evans

Jon Evans
Founding Board Member
Pinecrest Academy of Lewiston

DISTRICT MEMBERSHIP AGREEMENT

This District Membership Agreement (this "***Agreement***") is entered into effective as of _____, 2022 ("***Effective Date***") by and between The Pinecrest Academy Inc., a Florida not-for-profit corporation organized and operated exclusively for religious, charitable, scientific, literary, or educational purposes as described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, whose address is 2450 NW 97th Ave., Miami, FL 33172 ("***PINECREST***") and Pinecrest Academy of Lewiston ("***MEMBER SCHOOL***"), a Idaho not-for-profit corporation established to operate a public charter school, whose address is 6630 Surrey St., Las Vegas, NV 89119.

WITNESSETH:

WHEREAS, the PINECREST Academy, Inc. Corporate District (the "***DISTRICT***") is a corporate district currently accredited by the Southern Association of Colleges and Schools Council on Accreditation and School Improvement ("***SACS CASI***"), an Accreditation Division of AdvanceED; and

WHEREAS, the DISTRICT was established to develop schools that provide educationally underserved students with the knowledge, skills, and character needed to succeed in top-quality schools, colleges and the competitive world beyond; and, that maximize student achievement by fostering the development of responsible, self-directed life-long learners in a safe and enriching environment; and

WHEREAS, PINECREST has created a membership program for public charter schools located, or to be located, outside the State of Florida, designed to increase membership in the DISTRICT; and

WHEREAS, as a member of the DISTRICT, a school receives, subject to compliance with all applicable responsibilities of membership that may exist from time to time, certain rights and privileges, including, (i) access to educational materials, programs and curriculum, procedures for marketing, advertising, promotion, financial reporting and budgeting, signage and other branding techniques and materials and other items created over time and approved for use within the DISTRICT, (ii) the right to conduct operations of the school as a "A PINECREST Academy School", and (iii) access and eligibility to an accreditation process by the SACS CASI as a member of the DISTRICT; and

WHEREAS, MEMBER SCHOOL either holds, or has applied for, a charter for a public school known as PINECREST ACADEMY OF LEWISTON (the "***Charter School***") in the County of Nez Perce, State of Idaho (the "***State***") and all references to MEMBER SCHOOL include the Charter School; and

WHEREAS, MEMBER SCHOOL would like the Charter School to become a member of the DISTRICT; and

WHEREAS, MEMBER SCHOOL understands and acknowledges strict rules and guidelines associated with DISTRICT membership, including the requirements to conduct a self-study, attend required meetings and training sessions, formulate school improvement plans (SIP) for continuous improvement in student performance, and meet AdvancED Standards for Quality.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties agree as follows:

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1. RECITALS AND DEFINITIONS.

1.1 Recitals. The recitals set forth above are true and correct and are incorporated herein by reference.

1.2 Definitions. As used in this Agreement, the following terms shall have the following meanings:

(a) "***Confidential Information***" means technical and non-technical information, whether or not such information is marked or otherwise identified as "CONFIDENTIAL", used in or related to operations of a member school of the District that is not commonly known by or available to the public, including, without limitation, Educational Programs, Oversight Programs, Proprietary Materials and other PINECREST District Program IP disclosed or made available to MEMBER SCHOOL in connection with this Agreement. "***Confidential Information***" shall not include, however, any information that: (i) is now or subsequently becomes generally available to the public through no fault of MEMBER SCHOOL or its employees, agents, officers, directors or other representatives or advisors; (ii) MEMBER SCHOOL can demonstrate was rightfully in its possession or in its employees', agents', officers', directors' or other representatives' or advisors' possession, without obligation of nondisclosure, prior to disclosure pursuant to this Agreement; (iii) is independently developed without the use of any Confidential Information; or (iv) is rightfully obtained from a third party who has the right, without obligation of nondisclosure, to transfer or disclose such information.

(b) "***Educational Programs***" shall mean educational activities and programs developed by or for use within the DISTRICT, including, without limitation, programs designed to assist students in developing the skills, character and knowledge base needed to succeed in top-quality high schools, universities and in the competitive world beyond, including but not limited to courses of study, curriculum, academic programs, assessments, evaluations, related data compilations, and the like.

(c) "***Marks***" shall mean the service mark "PINECREST Academy®" or any service mark or logo registered to the District during the Agreement Term and as further depicted in Exhibit "A", and any other trademarks, service marks, design marks, trade names, logos, trade dress, designs, graphics, logos, emblems, insignia, fascia, slogans, copyrights, drawings, and commercial symbols designated to be used in connection with the DISTRICT.

(d) "***PINECREST District Program IP***" shall mean and include all tangible or intangible proprietary information and materials made available for members of the DISTRICT for use in conducting operations of their respective charter schools, including, without limitation, as applicable, the Marks, all Proprietary Materials, Educational Programs, Oversight Programs, as well as all inventions, improvements, developments or other ideas (whether patentable or unpatentable and whether or not reduced to practice) related thereto, all software and software code; all copyrights and all copyright, trademark and patent registration applications, registrations and renewals in connection therewith and all Confidential Information.

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(e) "***Oversight Programs***" shall mean oversight activities and programs developed by or for use within the DISTRICT, including, without limitation, programs designed to assist charter schools with administrative, financial reporting, budgeting, compliance, and development.

(f) "***Proprietary Materials***" shall mean all tangible materials made available to members of the DISTRICT for use in conducting operations of their respective charter schools, including, without limitation, curriculum, programs, guides, manuals, curriculum modules, documents, compilations of data, standards and best practices, including those related to Educational Programs, Oversight Programs and other PINECREST District Program IP.

(g) "***School Year***" shall mean the full period from about August of each calendar year through about July of the next calendar year, designated as the academic year by the school board, or other lawful authority, having jurisdiction over MEMBER SCHOOL, during the Membership Term hereof.

Definitions for the other defined terms used in this Agreement are set forth in this Agreement.

2. DISTRICT MEMBERSHIP, OBLIGATIONS AND REQUIREMENTS.

2.1 Membership. Upon execution of this Agreement by PINECREST and MEMBER SCHOOL, the Charter School shall become a member of the DISTRICT for the duration of the Membership Term, and is entitled to all the rights and privileges of membership and subject to all obligations and requirements of membership during the Membership Term. Promptly following the Effective Date (or as soon thereafter as possible, if the charter has not yet been approved), PINECREST shall submit, or shall cause to be submitted, an application and supporting information as requested, for AdvancED accreditation for the Charter School as a member of the DISTRICT. MEMBER SCHOOL shall cooperate and provide supporting information as requested by PINECREST. The Charter School shall commence operations as a member of the DISTRICT upon approval of the application by AdvancED. MEMBER SCHOOL may choose to apply for a new charter for an additional public school or schools in the Territory. Once a charter is issued for an additional public school, then that school shall be included in the definition of "Charter School," if MEMBER SCHOOL gives PINECREST 180 days written notice of its intention to apply for the additional charter and all other existing Charter Schools are performing in compliance with this Agreement.

2.2 Compliance with DISTRICT Standards; General. MEMBER SCHOOL acknowledges that (a) MEMBER SCHOOL must comply with all AdvancED Standards of Quality (including those for Schools, School Systems and Corporations); (b) MEMBER SCHOOL has reviewed and is familiar with all AdvancED Standards of Quality; (c) PINECREST developed the Educational Programs, PINECREST District Program IP, Oversight Programs and Proprietary Materials for use within the DISTRICT, and to satisfy AdvancED Standards of Quality and to obtain accreditation of the DISTRICT from SACS CASI; and (d) the importance of strict compliance with all DISTRICT standards by MEMBER SCHOOL in that the DISTRICT Standards are intended to satisfy AdvancED accreditation standards and Standards of Quality. Accordingly, MEMBER SCHOOL shall strictly comply, and shall cause the Charter School to strictly comply, with all DISTRICT requirements, specifications, standards, guidelines, operating procedures and rules (each, a "***Standard***") set forth in this Agreement, in applicable DISTRICT manuals, and in other

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writings supplied to MEMBER SCHOOL by PINECREST from time to time, including those relating to: corporate operations; funding; plant and facilities; safe environment; writings supplied to MEMBER SCHOOL by PINECREST from time to time, including those relating to: corporate operations; funding; plant and facilities; safe environment; curricular programs; extra-curricular programs; instructor credentials; technology opportunities; and school improvement (the "DISTRICT Manuals"). MEMBER SCHOOL acknowledges PINECREST and its affiliates may change or modify DISTRICT Standards and Manuals from time to time, including without limitation, the adoption and use of new or modified Marks or Educational Materials, in order to improve the quality of DISTRICT programs, comply with AdvancED Standards of Quality, or other reasons. MEMBER SCHOOL shall accept and promptly implement any such changes in, or additions to, the DISTRICT Standards as if they were a part of this Agreement as of the date MEMBER SCHOOL receives notice of such change or addition, and shall make such reasonable expenditures as such changes require during the Membership Term. MEMBER SCHOOL and the Charter School shall achieve the strict compliance required by this Section in accordance with the schedule set forth in Exhibit "B".

2.3 Compliance with DISTRICT Standards; Specific Compliance Requirements. Without limiting the terms of Section 2.2, MEMBER SCHOOL shall, and shall cause the Charter School to, as applicable, during the Membership Term:

(a) strictly comply with all applicable federal, state and local laws, including all laws relating to the implementation, performance, production, promotion or distribution of any products or services related to the operation of the Charter School, its facilities, and its Educational Programs;

(b) strictly comply with all applicable federal, state, and local government requirements for operation of a charter school and school facilities, including by way of illustration and not limitation, any requirements for governmental approval, recognition or accreditation;

(c) use best efforts to promote the Marks and to increase the recognition of the DISTRICT;

(d) brand and operate the Charter School as a "A PINECREST Academy School" in full compliance with this Agreement;

(e) comply with all DISTRICT Standards identified by the DISTRICT in District Manuals, including Standards identified in:

[PINECREST Academy Inc. By-Laws, PINECREST Academy Inc. District Strategic Plan, PINECREST Academy Inc. Board Policies and Procedures, PINECREST Academy Inc. Employee Handbook, PINECREST Academy Inc. Academic Policies and Procedures;]

(f) maintain all insurance and payroll programs required by law, DISTRICT Standards, and this Agreement;

(g) meet all financial obligations associated with membership in the DISTRICT;

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(h) participate in and cooperate with a multi-day formal school evaluation conducted from time to time by a team designated by the DISTRICT, which will, among other reasons, assess the quality of MEMBER SCHOOL's academic program and its compliance with the requirements of this Agreement and DISTRICT Standards;

(i) collect and maintain data on the academic achievement level of its students sufficient to allow DISTRICT to evaluate the progress of students and the effectiveness of the Educational Programs at the Charter School (the "***Data***"). The Data shall include, but not be limited to, longitudinal data on the academic achievement level of the Charter School's students using state-mandated criterion-references tests, commercially available standardized tests, and/or other similar assessment tools typically used by DISTRICT. MEMBER SCHOOL shall promptly provide PINECREST with any and all of the Data upon PINECREST's reasonable written request;

for the avoidance of doubt, PINECREST and the DISTRICT may each use the Data, including the historical performance of the Charter School, including revenues, expenses, results of operations, enrollment records and similar financial information and operating information, for any legitimate business or educational purpose, subject to all applicable laws such as the Family Educational Rights and Privacy Act.

(j) establish procedures for the resolution of disputes with students, parents, teachers and administrators that satisfy DISTRICT Standards; follow applicable established procedures; and, record, timely respond to, and resolve complaints by parents, students, teachers or administrators regarding the Educational Programs and Charter School operations; and, provide DISTRICT, upon reasonable written request, all information and documents relating to complaints subject to review by MEMBER SCHOOL's Board of Directors;

(k) provide DISTRICT, upon reasonable written request, any other information related to Educational Programs, PINECREST District Program IP, Oversight Programs and Proprietary Materials at the Charter School, including financial information;

(l) promptly notify DISTRICT of any material changes in its Educational Programs, Oversight Programs, or of any change in its governance structure, including changes in the membership of MEMBER SCHOOL's Board of Directors;

(m) not discriminate in the conduct and operation of the Charter School against any person on account of marital status, disability, genetic information, race, creed, color, sex, age, national origin or ancestry, or any other legally protected class; and

(n) provide the DISTRICT, upon written request, the right to participate in the selection of any principal or school leader of the Charter School.

2.4 Compliance with Accreditation Standards. Without limiting the terms of Section 2.2 or Section 2.3, MEMBER SCHOOL shall, and shall cause the Charter School to, comply with all AdvancED accreditation standards, which will likely include, but not be limited to, the following:

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(a) provide no less than six (6) hours of instruction each school day for all students;

(b) provide a minimum of 180 full days of instruction per school year and provide DISTRICT with the Charter School's calendar of activities and programs;

(c) comply with all applicable curriculum requirements for graduation/earning credits for a standard and/or advanced diploma, including those promulgated by state law and Idaho Public Charter School Commission;

(d) comply with all applicable requirements regarding student entrance requirements regarding age, grade placement, and temporary grade placement of students from home school, non-traditional and non-accredited programs, including state law and Idaho Public Charter School Commission;

(e) provide DISTRICT with a monthly attendance report;

(f) provide a curriculum that meets and/or exceeds the State statutory requirements and utilize curriculum guides for every subject/grade level that include all required DISTRICT Standards;

(g) implement DISTRICT's licensed, standards-based curriculum with fidelity;

(h) participate in all progress monitoring assessments in accordance with DISTRICT, Idaho Public Charter School Commission and the State guidelines;

(i) participate in all DISTRICT continuous improvement and quality assurance programs;

(j) maintain a qualified and degreed instructional staff and provide the DISTRICT with a Professional Personnel Report prior to the commencement of each School Year and then within ten days of any addition and deletion to staff;

(k) participate in all of DISTRICT's teacher and administrator evaluation systems and implement same with fidelity;

(l) maintain the correct number of faculty and staff members per grade level;

(m) require all head and full time administrators to participate in DISTRICT's professional development network including, but not limited to, attendance at any and all trainings at MEMBER SCHOOL's sole cost and expense provided by the DISTRICT, including the PINECREST District Administrators' Workshop and Leadership Retreat;

(n) administer all assessments required by the DISTRICT, Idaho Public Charter School Commission, and the State;

(o) provide adequate space, buildings, grounds, and facilities to accommodate the curriculum offered and to qualify for accreditation;

(p) develop and review annually short term and long term goals for facilities;

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(q) submit a school improvement plan annually that is based on the goals and objectives required by federal and state law and complies with the guidelines provided by the DISTRICT by the due date established by law or reasonably established by DISTRICT in consultation with MEMBER SCHOOL. The school improvement plan shall contain measurable objectives for the subsequent school year.

(r) develop a school technology plan and review annually progress in technology;

(s) timely provide to DISTRICT all information, data, reports and forms reasonably required by DISTRICT to comply with requirements of law or of accreditation, or otherwise reasonably required by DISTRICT;

(t) attend all meetings and professional development events conducted by DISTRICT as required by law, by accreditation by DISTRICT Standards, or otherwise reasonably required by DISTRICT, including the DISTRICT Annual Meeting, PINECREST District Administrators' Workshop, Leadership Retreat, DISTRICT meetings, leadership training and workshop programs, and the like; and

(u) uphold the AdvancED standards for accreditation and Standards of Quality applicable to the DISTRICT and to Charter School.

2.5 Institutional Integrity and Substantive Change. Without limiting the terms of Section 2.2, Section 2.3, or Section 2.4, MEMBER SCHOOL shall, and shall cause the Charter School to, comply with all AdvancED accreditation standards related to Institutional Integrity and Substantive Change. Member School shall represent itself truthfully and accurately in all aspects. Member School shall not make misrepresentations of fact to District or the public, shall not maintain any condition which may be detrimental to stakeholders, such as students, parents, regulators and PINECREST, and shall, at all times, accurately report its compliance with the policies and standards contained herein. Subject to and in accordance with Idaho law, Member School shall provide thirty (30) days advanced written notice to the District prior to the occurrence of any Substantive Change (i.e., any change defined as a Substantive Change in AdvancED accreditation standards and any change that alters or modifies the scope of, and/or has an impact on Member School's ability to meet, the AdvancED Performance Standards and the AdvancED Policies and Procedures for Accreditation and Certification), including but not limited to changes in or caused by the following:

(a) Governance structure of the Member School, including without limitation, any changes to the corporate structure, change in ownership, articles of incorporation, bylaws, board policies and procedures, governing board composition, the appointment of Directors, the nomination of prospective Directors, and the designation of Officers;

(b) Members, issuance of new or additional membership interests, or withdrawal of any member;

(c) Restructuring, consolidating, reorganizing, merging, or closing of Member School within its jurisdiction or with or into any other entity, or of any other entity with or into Member School;

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(d) Dissolution or liquidation of Member School;

(e) Mission and purpose of Member School;

(f) Grade levels served by Member School;

(g) Staffing, including administrative and other non-teaching professional personnel;

(h) Available facilities, including upkeep and maintenance;

(i) Level of funding for Member School;

(j) Schedule for the school day or school year of Member School;

(k) Location of Member School, including establishment of an additional location geographically apart from the current location of the Member School;

(l) Student population that causes program or staffing modification(s);

(m) Available programs, including fine arts, practical arts and student activities;

Member School's failure to comply with institutional integrity or the failure to obtain advanced written consent of District for any Substantive Change shall be considered a breach of this Agreement, and shall constitute good cause for termination.

2.6 PINECREST Obligations. PINECREST shall, and shall cause the DISTRICT as applicable to:

(a) comply with all applicable federal, state and local laws in connection with matters arising from or related to this Agreement;

(b) fulfill the DISTRICT'S continuing obligations to maintain AdvancED Standards of Quality and to maintain the DISTRICT accreditation;

(c) provide MEMBER SCHOOL access to DISTRICT leadership training and workshop programs for MEMBER SCHOOL administrators;

(d) submit an application to AdvancED for accreditation of Charter School and provide such certifications required by the DISTRICT for accreditation of Charter School;

(e) provide MEMBER SCHOOL reasonable access to DISTRICT regarding compliance and operations; and

(f) use good faith efforts to provide the Charter School with direction and assistance in the following areas:

(i) on site professional development for school administration as required by DISTRICT Standards or agreed in writing by the parties;

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(ii) on site professional development for school instructional faculty as required by DISTRICT Standards or agreed in writing by the parties;

(iii) DISTRICT Standards and DISTRICT's best practices regarding classroom management and student assessment;

(iv) DISTRICT Standards and DISTRICT'S best practices for support and instruction on educational technology;

(v) support and assistance in attaining school accreditation, and/or inclusion of Charter School in accreditation of DISTRICT;

(vi) access to DISTRICT conferences, trainings, and consultation services that support Charter School's use and implementation of DISTRICT's standard curriculum and best practices;

(vii) access to professional development standards and best practices of DISTRICT applicable to MEMBER SCHOOL's governance and Board of Directors; and

(viii) other areas mutually agreed upon by the parties.

PINECREST will identify to the MEMBER SCHOOL the DISTRICT'S model text books, if any, and will make available to MEMBER SCHOOL Proprietary Materials and Educational Programs for use at the Charter School, subject to the terms and limitations of this Agreement.

If PINECREST determines in its reasonable discretion or otherwise learns that MEMBER SCHOOL has failed to comply with any of its obligations in this Section 2, PINECREST will endeavor (but without any liability for failing to do so) to notify MEMBER SCHOOL of such failure in order to give MEMBER SCHOOL the opportunity to take corrective and/or remedial action; provided, that the provision or lack of provision of such notice shall in no way limit or otherwise impact the termination provisions set forth in Section 6 below. Such notice may include any action that PINECREST deems reasonably necessary or advisable for MEMBER SCHOOL to comply with the provisions of this Agreement, including but not limited to alterations or additions to Educational Programs and restrictions on the MEMBER SCHOOL's use of licensed Marks and Proprietary Materials. Unless otherwise stated, PINECREST's advice or guidance is advisory in nature and shall in no way relieve MEMBER SCHOOL of its obligations under this Section 2. DISTRICT Standards represent PINECREST's best understanding of what is required to satisfy AdvancED accreditation standards, but ultimately accreditation is determined by AdvancED. MEMBER SCHOOL is responsible for complying with Section 2 and AdvancED accreditation standards. MEMBER SCHOOL shall hold PINECREST and its representatives harmless from any liability that results in connection with any advice and guidance given under this Section.

3. RIGHTS TO USE PINECREST DISTRICT PROGRAM IP.

3.1 Rights To Use PINECREST District Program IP. As of the Effective Date, and subject to the terms and conditions of this Agreement, as a member of the DISTRICT and for the duration of the Membership Term, MEMBER SCHOOL shall have a limited and non-transferable, non-sublicenseable and non-exclusive right and license to use, reproduce, and display the PINECREST District Program IP solely in connection with its operation of the Charter School as a member of the DISTRICT and solely in the territory comprised of Nez Perce County, State of Idaho ("Territory").

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3.2 Form of Use. MEMBER SCHOOL shall, and shall cause the Charter School to only, use the Marks and other PINECREST District Program IP in a manner consistent with good trademark and copyright practice and with all appropriate legends and notices (including use of ®, ™ and ©, as may be directed from time to time by PINECREST. In no event shall MEMBER SCHOOL or the Charter School remove any legends or intellectual property rights notices from any PINECREST District Program IP or any other materials provided or made available to MEMBER SCHOOL or the Charter School in connection with this Agreement.

3.3 No Other Rights to PINECREST District Program IP. The rights granted herein are not intended to be (and shall not be construed as) an assignment, and nothing herein or otherwise confers on MEMBER SCHOOL any right, title or interest in the Marks, Proprietary Materials or any other PINECREST District Program IP, other than the limited rights of usage in the Territory and in accordance with this Agreement. As between the parties, other than the limited rights to use the Marks, Proprietary Materials and other applicable PINECREST District Program IP provided above, PINECREST reserves all right, title, and interest in and to the Marks, Proprietary Materials and other applicable PINECREST District Program IP.

3.4 Cooperation. MEMBER SCHOOL shall, and shall cause the Charter School to, reasonably cooperate with PINECREST with respect to the perfection, enforcement or acquisition of PINECREST's rights, titles and interests in the Marks, Proprietary Materials or any other applicable PINECREST District Program IP, including any developments contemplated in Section 4 below, and shall use its best efforts to protect the Marks, Proprietary Materials and other applicable PINECREST District Program IP, and to report promptly to PINECREST any infringement or claims of infringement of any of the Marks, Proprietary Materials or other PINECREST District Program IP of which it has become aware.

3.5 Inurement; No Sublicense. All use of the licensed Marks, Proprietary Materials and other PINECREST District Program IP shall, as between the parties, inure solely to the benefit of, and on behalf of, PINECREST. MEMBER SCHOOL shall not use or apply to register any trademark that incorporates, includes, is a derivative of, or would tend to dilute any Mark, except as expressly authorized herein. MEMBER SCHOOL shall not transfer, sublicense or permit any third party the right to use any of the licensed Marks, Proprietary Materials or any other PINECREST District Program IP, in whole or in part, without the prior written approval of PINECREST. MEMBER SCHOOL agrees that it shall not apply for registration of any of the licensed Marks or any other PINECREST District Program IP or for any trademark, name, logo or other designation that PINECREST believes, in good faith, to be confusingly similar to or to dilute the distinctiveness of the licensed Marks, except as otherwise expressly agreed to by the parties.

3.6 Importance of Protecting Goodwill and Reputation. MEMBER SCHOOL acknowledges the importance to PINECREST of its reputation and goodwill and of maintaining high, uniform standards of quality in the products and services provided in connection with the Marks. MEMBER SCHOOL therefore agrees not to use, or permit the Charter School to use, the Marks or any such other PINECREST District Program IP, as applicable, in any manner whatsoever which directly or indirectly will derogate or detract from such reputation, nor use the Marks or any other PINECREST District Program IP or otherwise conduct operations of the Charter School or its own governance matters in a manner that is disparaging to or that could otherwise harm the goodwill associated with PINECREST, its affiliates, the DISTRICT, the Marks or any other PINECREST District Program IP, or

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in any manner that suggests or implies a relationship between the parties other than the relationship that is set forth in this Agreement and any other agreements between the parties.

3.7 Approval of Branded Items. MEMBER SCHOOL shall, at MEMBER SCHOOL's sole cost and expense, provide, and cause the Charter School to provide, PINECREST with samples, copies or pictures of any and all goods, packaging, documentations, manuals, advertising, marketing or other materials that bear any of the Marks or that MEMBER SCHOOL intends to use or distribute in connection with the Marks or any other PINECREST District Program IP. MEMBER SCHOOL agrees that the quality of any goods and services with which it uses the Marks shall be comparable to the quality of goods and services with which the DISTRICT uses the Marks. Prior to the use of the Marks or any other PINECREST District Program IP in any advertisement, marketing, goods, packaging and the like, MEMBER SCHOOL shall obtain written approval from PINECREST. Any subsequent alteration, modification, or change in any use following such approval must be reviewed and approved by PINECREST prior to implementation of such alteration, modification, or change. PINECREST retains the right to reasonably specify, from time to time, the format in which MEMBER SCHOOL shall use and display the Marks, and MEMBER SCHOOL shall only use or display the Marks in a format approved (and not subsequently disapproved) by PINECREST.

3.8 Prominent Disclosure of Member of DISTRICT. On all of its correspondence, documents, signage, clothing, displays and marketing or advertising materials of any kind in connection with the Charter School and/or the Marks, MEMBER SCHOOL shall prominently identify itself as "A PINECREST Academy School", or as otherwise expressly agreed upon in writing by the parties.

3.9 No Impairment of Goodwill or PINECREST District Program IP. MEMBER SCHOOL shall not at any time during or after the Membership Term, do, or cause to be done, or omit to do any act or thing, the doing or omission of which would challenge, contest, impair, invalidate, or tend to impair or invalidate any of PINECREST's or its affiliates' ownership or other rights, title or interest in the Marks, Proprietary Materials and any other applicable PINECREST District Program IP or goodwill, or any registrations, accreditations or recognitions of the like, derived from such rights. SACS CASI accreditation specifically shall not be affected in any way due to MEMBER SCHOOL's misuse or violation of requirements or guidelines set forth by SACS CASI or this Agreement.

3.10 No Limitation of Rights and Remedies. MEMBER SCHOOL acknowledges and agrees that PINECREST has, shall retain, and may exercise, both during the term of this Agreement and thereafter, all rights and remedies available to PINECREST, whether derived from this Agreement, from statute, or otherwise, as a result of or in connection with MEMBER SCHOOL's breach of this Agreement, misuse of the Marks or any other applicable PINECREST District Program IP, or any other use of the Marks or any other applicable PINECREST District Program IP by MEMBER SCHOOL or the Charter School which is not expressly permitted by this Agreement.

4. DEVELOPMENTS.

For the avoidance of doubt, all ideas, concepts, techniques or materials concerning the operation of the Charter School as a member of the DISTRICT, whether or not protectable intellectual property and whether created by or for MEMBER SCHOOL, must be promptly disclosed to PINECREST and will be deemed

the sole and exclusive property of PINECREST and works made-for-hire for PINECREST, and no compensation will be due to MEMBER SCHOOL or its personnel therefore, and MEMBER SCHOOL hereby assigns to PINECREST all right, title and interest in any intellectual property so developed. PINECREST may incorporate such items into its DISTRICT membership program for other DISTRICT schools to utilize. To the extent any item does not qualify as a "work made-for-hire" for PINECREST, MEMBER SCHOOL hereby assigns ownership of that item, and all related rights to that item, to PINECREST and shall sign, or cause the assignment of, any assignment or other document as PINECREST requests to assist PINECREST in obtaining or preserving intellectual property rights in the item. MEMBER SCHOOL also waives any author's or moral rights in and to such items, and shall ensure its personnel do the same. PINECREST agrees to disclose to MEMBER SCHOOL concepts and developments of other member schools that are made part of the DISTRICT membership program. As PINECREST may reasonably request, MEMBER SCHOOL shall take all actions to assist PINECREST's efforts to obtain or maintain intellectual property rights in any item or process related to the DISTRICT membership program, whether developed by MEMBER SCHOOL or not.

5. ANNUAL DISTRICT MEMBERSHIP FEE.

5.1 Annual Fee. MEMBER SCHOOL shall pay an annual membership fee (subject to the Affiliation Services Budget set forth in Section 5.2) equal to 1% of the guaranteed basic support payment per pupil funding that MEMBER SCHOOL receives for the Charter School for each such School Year (the "***Annual Fee***"). There will be no other additional membership fees due from MEMBER SCHOOL under this Agreement. Along with each payment of the Annual Fee, MEMBER SCHOOL shall provide PINECREST supporting documentation with respect to determination of the Annual Fee, the Affiliation Services Budget, and any other document reasonably requested by PINECREST.

5.2 Credit Against Annual Fee. Notwithstanding the foregoing, MEMBER SCHOOL shall have the right to offset against its Annual Fee, up to one-half (1/2) of the Annual Fee for each School Year during the Membership Term, for amounts actually paid for costs associated with activities, conferences, trainings and events described in Sections 2.4(m) and (t) (the "Affiliation Services"). MEMBER SCHOOL shall prepare a budget of all proposed Affiliation Services costs and expenses for which the fee shall be used (the "Affiliation Services Budget") and submit it to PINECREST on or before June 1st of each year. PINECREST shall have the right to review and approve the proposed Affiliation Services Budget, and shall respond to the proposed budget by July 1st of each year.

5.3 Annual Fee Due Date. The remainder of the Annual Fee, which shall be equal to at least one-half (1/2) of the Annual Fee plus all funds not expended by MEMBER SCHOOL under the approved Affiliation Services Budget, shall be due and payable for each applicable School Year within 30 days of the close of MEMBER SCHOOL's fiscal year.

5.4 Interest on Non-Payment. If MEMBER SCHOOL fails to timely pay any part of the Annual Fee, PINECREST may, in its sole discretion and upon written notice, assess interest on the unpaid amounts owed at the rate of 6% per annum or the maximum permitted under applicable law, if less. Notwithstanding any designation by MEMBER SCHOOL, PINECREST has the right to apply any payments by MEMBER SCHOOL to any past due indebtedness of MEMBER SCHOOL and accrued interest thereon.

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6. DURATION AND TERMINATION.

6.1 Initial Term. Subject to the termination provisions set forth in this Agreement and in accordance with applicable Idaho statute and regulation, at the this Agreement shall commence upon the Effective Date and shall remain effective through the second (2nd) ***full*** School Year under this Agreement (the "***Initial Term***").

6.2 Renewal Term. Upon the expiration of the Initial Term, subject to the termination provisions set forth in this Agreement and in accordance with applicable Idaho statute and regulation, this Agreement shall then automatically renew annually for succeeding terms that will run concurrently with the MEMBER SCHOOL's charter contract thereafter (each, a "***Renewal Term***"), unless either party delivers written notice to the other party of its intention not to renew or continue this Agreement at least one hundred twenty (120) days prior to the expiration of the then-current term. The term of this Agreement, as extended or otherwise renewed, shall be referred to as the "***Membership Term***."

6.3 Termination Upon Loss of Charter. This Agreement shall terminate automatically upon the expiration or termination of the charter contract for the Charter School.

6.4 MEMBER SCHOOL Termination for Cause. During the Initial Term or any Renewal Term, MEMBER SCHOOL shall have the right to terminate this Agreement, upon a material breach of this Agreement by PINECREST which is not cured within thirty (30) days of written notice from MEMBER SCHOOL to PINECREST of the breach; provided, that if the breach cannot reasonably be cured within such 30-day period of written notice, such cure period shall be reasonably extended up to one hundred twenty (120) days as long as PINECREST continuously and diligently prosecutes such cure.

6.5 PINECREST Termination for Cause. In addition to PINECREST'S other rights of termination set forth in this Agreement, during the Initial Term or any Renewal Term, PINECREST shall have the right to terminate this Agreement immediately, upon written notice and without an opportunity to cure, unless otherwise provided, as follows:

(a) MEMBER SCHOOL commits a material breach of this Agreement; fails to comply with any DISTRICT Standard, including failing to meet accreditation standards for Charter School, failing or substandard educational or financial performance, breach of the charter contract, or otherwise improperly uses any of the Marks or any other PINECREST District Program IP, in each case that (i) would reasonably be expected to either adversely affect the validity or protectability of such Marks or any such other PINECREST District Program IP, as applicable, or (ii) would reasonably be expected to impair the goodwill associated with any of the Marks or any such other PINECREST District Program IP, as applicable;

(b) MEMBER SCHOOL discloses, duplicates or otherwise uses in an unauthorized manner any material portion of the PINECREST District Program IP or any other information provided by PINECREST or otherwise made available to MEMBER SCHOOL as a member of the DISTRICT;

(c) MEMBER SCHOOL attempts to assign, sub-license, transfer or otherwise convey, without first obtaining PINECREST's written consent, any of the rights granted to MEMBER SCHOOL by or in connection with this Agreement;

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(d) Without limiting PINECREST's rights to termination immediately for the reasons described in Section 6.6(a) above, MEMBER SCHOOL continues without cure after twenty-four (24) hours of learning of any material breach of any health or safety law, ordinance or regulation, or operates the Charter School in a manner that presents a health or safety hazard to students, faculty or other persons or administrators; or

(e) Without limiting PINECREST's rights to termination immediately for the reasons described in Section 6.6(a) above, MEMBER SCHOOL fails to comply with any other applicable federal, state or local law, ordinance or other regulation promulgated by any applicable municipal, state, federal or other governmental authority within ten (10) days after learning of such noncompliance;

(f) MEMBER SCHOOL submits any materially false statement to PINECREST, DISTRICT, AdvancED or any government regulator regarding MEMBER SCHOOL's obligations under this Agreement or otherwise in connection with the Charter School's operations or participation in the DISTRICT; or

(g) MEMBER SCHOOL winds up, sells, consolidates or merges its operations or otherwise ceases to conduct operations of the Charter School as A PINECREST Academy School.

6.6 Effect of Termination. Upon termination of this Agreement for any reason:

(a) MEMBER SCHOOL's rights to use the Marks and any other PINECREST District Program IP will terminate immediately, and MEMBER SCHOOL shall immediately cease and desist from all use of the Marks and PINECREST District Program IP in connection with the operations of the Charter School or otherwise;

(b) MEMBER SCHOOL shall immediately de-identify itself as a member of the DISTRICT, including, without limitation, removing all applicable signage and other identifying symbols from the Charter School, its curriculum and other Educational Materials, unless expressly agreed to in writing by PINECREST, immediately changing MEMBER SCHOOL's corporate name to a name that does not include any of the Marks, or any portion of the Marks;

(c) MEMBER SCHOOL, at its own cost and expense, shall immediately transfer to PINECREST ownership of any registered names including or having a connection to PINECREST or the licensed Marks;

(d) MEMBER SCHOOL shall immediately (and in no event later than twenty four (24) hours after expiration or termination of the Membership Term), return to PINECREST or destroy (as certified by MEMBER SCHOOL), at PINECREST's direction, all Confidential Information including (all of which is acknowledged by MEMBER SCHOOL to be PINECREST's property);

(e) MEMBERS SCHOOL shall pay all sums owing to PINECREST within five (5) days after the effective date of termination or expiration of this Agreement, or any later date that the unpaid amounts due to PINECREST are determined. In the event of termination of the Membership Term for any default of MEMBER SCHOOL, such sums shall include, but not be limited to, all damages, costs and expenses,

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including reasonable attorneys' fees with respect to litigation and other proceedings, unpaid Annual Fees, and any other amounts due to PINECREST; and

(f) each party shall comply with all other applicable provisions of this Agreement which expressly or by their nature survive the expiration or termination of the Membership Term, each of which shall continue in full force and effect subsequent to and notwithstanding its expiration or termination of the Membership Term and until they are satisfied in full or by their nature expire.

6.7 RESERVED.

6.8 Force Majeure. Neither party shall be considered in default of this Agreement, if its performance of this Agreement is prevented, delayed, hindered or otherwise made impracticable or impossible by reason of any strike, flood, hurricane, riot, fire, explosion, war, act of God, sabotage, accident or any other casualty or cause beyond either Party's control, and which cannot be overcome by reasonable diligence and without extraordinary expense.

6.9 Accrual of Fees. If PINECREST terminates this Agreement during a School Year other than for convenience, PINECREST shall have a right to collect and retain the entire Annual Fee for such School Year without otherwise limiting any other claim for damages. If PINECREST terminates this Agreement during a School Year for convenience or if MEMBER SCHOOL terminates this Agreement for cause during a school year, the Annual Fee shall be prorated for the part of the year the Agreement was in effect without otherwise limiting either party's other claims for damages.

7. RECORDS AND REPORTING OBLIGATIONS.

7.1 Maintenance of Records. During the Membership Term, MEMBER SCHOOL shall maintain full, complete, and accurate books, records, and accounts in accordance with reasonable standards required by PINECREST, including DISTRICT Standards. MEMBER SCHOOL shall make such books, records and accounts available to PINECREST for auditing purposes as described in Section 7.2 below. MEMBER SCHOOL shall retain during the Membership Term, and for seven (7) years thereafter (unless otherwise required by applicable law), all books and records related to the Charter School including, without limitation, enrollment records, purchase orders, invoices and cash receipts and disbursement journals, general ledgers, and any other records designated by PINECREST or required by law.

7.2 Audit Rights. At any time during the Membership Term and for a period of two (2) years thereafter, PINECREST or its designated representatives will have the right to examine and audit MEMBER SCHOOL's records and/or its facilities, operations, and Educational Programs (including the right to visit, monitor and ensure the Charter School is complying with all DISTRICT Standards, policies and procedures during the Membership Term), upon not less than five (5) business days' prior notice and during MEMBER SCHOOL's normal business hours (except in the event of an emergency in which case no advanced notice shall be required and such examination may be performed at any reasonable time), with respect to any and all matters that relate to (a) determination of any of PINECREST payments under this Agreement or (b) MEMBER SCHOOL's compliance with its obligations under this Agreement. The foregoing shall include the right for PINECREST or its designated representatives to perform operational audits and inspections of the

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Charter School. If the audit or any other inspection should reveal that any payments to PINECREST have been underpaid, then MEMBER SCHOOL shall immediately pay to PINECREST the amount of the underpayment plus interest from the date such amount was due until paid at the rate of six percent (6%) per annum (or the highest rate allowed by the law if lower). The foregoing remedies shall be in addition to any other remedies PINECREST may have.

7.3 Guidance. In addition, PINECREST and its representatives may, in addition, from time to time, be available to render advice, discuss problems, and offer general guidance and suggestions to MEMBER SCHOOL by telephone, e-mail, facsimile, newsletters and other methods (including as part of an operational audit) with respect to planning and operating the Charter School. PINECREST's advice or guidance is generally based upon the experience of PINECREST and its affiliates in operating charter schools and MEMBER SCHOOL shall hold PINECREST and its representatives harmless from any liability that results in connection with any such advice and guidance.

8. ASSIGNMENT.

This Agreement may not be assigned or transferred, in whole or in part, by either party without the prior written consent of the other party.

9. WARRANTIES.

Each party represents and warrants to the other party that: (i) it is duly organized, validly existing, and its status is "active" under the laws of the state of its incorporation and has all power and authority to make this Agreement and to carry on its business as it is now being conducted and as it is presently proposed to be conducted; (ii) that the person(s) signing this Agreement on behalf of the party has the full power and authority to execute this Agreement; (iii) it has been represented by counsel in connection with the negotiation and execution of this Agreement and is satisfied with the representation; (iv) it is not in violation of any law, ordinance, or governmental rule or regulation to which it is subject and has not failed to obtain any license, permit, or other governmental authorization presently obtainable and necessary to the full performance of this Agreement; and (v) its execution of this Agreement and its performance of its obligations under this Agreement will not result in (A) the breach of any term or condition of, or constitute a default under, any term or condition of any contract, agreement, arrangement, or other commitment to which it is a party or by which it is bound (including any agreement not to compete and its organizational documents), or constitute an event which, with notice, lapse of time or both, would result in such a breach or event of default nor (B) to its knowledge, result in the violation by it of any applicable statute, rule, regulation, ordinance, code, judgment, order, injunction or decree. NEITHER PARTY MAKES ANY OTHER EXPRESS OR IMPLIED WARRANTY TO THE OTHER PARTY EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, MEMBER SCHOOL ACKNOWLEDGES THAT NO REPRESENTATIONS, PROMISES, INDUCEMENTS, GUARANTEES, WARRANTIES CONDITIONS, OR ESTIMATES OF ANY KIND REGARDING FINANCING, PROFITS, PERFORMANCE, COSTS, OR EXPENSES OF CHARTER SCHOOLS GENERALLY OR OF ANY SPECIFIC CHARTER SCHOOL WERE MADE BY OR ON BEHALF OF PINECREST, WHICH HAVE LED MEMBER SCHOOL TO ENTER INTO THIS AGREEMENT. MEMBER SCHOOL UNDERSTANDS THAT WHETHER THE CHARTER SCHOOL SUCCEEDS IS DEPENDENT ON MULTIPLE FACTORS BEYOND PINECREST'S CONTROL OR INFLUENCE.

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10. GOVERNING LAW AND VENUE.

This Agreement and the rights and liabilities of the parties hereunder shall be determined in accordance with the laws of the State of Florida without regard to conflicts of laws principles. Any legal action taken or to be taken by either party regarding this Agreement or the rights and liabilities of the parties hereunder shall be brought only before a federal or state court of competent jurisdiction located within Miami-Dade County, Florida.

11. SEVERABILITY AND ENFORCEABILITY.

The terms of this Agreement are severable, and in the event that any specific term herein is determined to be unenforceable the remainder of the Agreement shall remain in full force and effect.

12. INDEMNIFICATION AND INSURANCE.

12.1 PINECREST Indemnity. PINECREST shall indemnify and hold harmless MEMBER SCHOOL and its directors, officers, employees, and agents from and against any and all third party claims, suits, actions, costs, damages, and liabilities or causes of action, including reasonable attorney's fees, arising out of PINECREST's breach of its obligations under this Agreement.

12.2 MEMBER SCHOOL Indemnity. In addition to any other obligations under this Agreement to indemnify and hold PINECREST harmless, MEMBER SCHOOL agrees to indemnify and hold harmless PINECREST and DISTRICT their respective members, directors, officers, employees, and agents, from and against any and all claims, suits, actions, costs, damages, and liabilities or causes of action, including reasonable attorney's fees, arising out of, connected with or resulting from: (a) the negligence of MEMBER SCHOOL the Charter School or any of their officers, directors, employees, contractors, subcontractors, or other agents in connection with or arising out of the Educational Programs, the use of the Marks, and any conduct contemplated by this Agreement; (b) disciplinary action or the termination of any employee of MEMBER SCHOOL or the Charter School; (c) any debt of MEMBER SCHOOL or the Charter School; (d) breach of this Agreement or violation of any law by MEMBER SCHOOL; and (e) personal injury, property damage, or violations of civil rights caused by or arising from the actions of MEMBER SCHOOL, the Charter School or their respective directors, officers, employees, contractors or agents; provided, that, in no event shall PINECREST be entitled to any indemnification to the extent any such claim is the subject of an indemnifiable claim under Section 12.1 or was otherwise due to the negligence or willful misconduct of PINECREST and DISTRICT their respective members, directors, officers, employees, and agents.

12.3 Procedures. Each party shall notify the other party of the existence of any third party claim, demand or other action that could give rise to a claim for indemnification under this Section (a "third-party claim") and shall give the other party a reasonable opportunity to defend the same at its own expense and with its own counsel, and the other party shall at all times have the right to participate in such defense at its own expense. If, within a reasonable amount of time after receipt of notice of a third-party claim, the other party shall fail to undertake to defend, the party giving notice of the third party claim shall have the right, but not the obligation, to defend and to compromise or settle (exercising reasonable business judgment) the third-party claim for the account and at the risk and expense of the other party, which the other party agrees to assume. The parties shall make available to

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each other, at their expense, such information and assistance as each shall request in connection with the defense of a third-party claim.

12.4 Survival. The indemnity obligations in this Section 12 and otherwise stated in this Agreement shall survive the expiration or termination of this Agreement.

12.5 Insurance. MEMBER SCHOOL shall, at its sole expense, procure, maintain and keep in force the amounts and types of insurance required by the charter for the Charter School, the accreditation requirements for the Charter School and DISTRICT, and as otherwise required by law, including but not limited to Commercial and General Liability Insurance, Automobile Liability Insurance, Workers Compensation and Employer's Liability Insurance, School Leader's Errors and Omissions Liability Insurance, Property Insurance, and other insurance reasonably required by DISTRICT (but no less than $1 million per occurrence and $5 million in total coverage). Each insurer must have a Best's Rating of "A" or better and a Financial Size Category of "VI" or better, according to the latest edition of Best's Key Rating Guide, published by A.M. Best Company, or the insurer must be approved in writing by PINECREST. PINECREST and DISTRICT must be listed as additional insureds for all policies and must be given thirty (30) days written notice prior to the termination of any policy. The insurance shall commence prior to the commencement of the development and opening of the Charter School or operations as a PINECREST Academy School, and shall be maintained in force, without interruption, until this Agreement is terminated, for a period of two (2) years thereafter.

12.6 Exclusion of Consequential and Other Indirect Damages. To the fullest extent permitted by applicable law, neither party shall be liable for any consequential, incidental, indirect, exemplary, and special or punitive damages whether arising out of breach of contract, tort (including negligence) or otherwise, regardless of whether such damage was foreseeable and whether or not such party has been advised of the possibility of such damages. THE LIMITATIONS ON LIABILITY SET FORTH IN THIS SECTION WILL NOT APPLY TO A MISUSE OR MISAPPROPRIATION OF THE OTHER PARTY'S INTELLECTUAL PROPERTY OR ANY WILLFUL MISCONDUCT, GROSS NEGLIGENCE OR CRIMINAL ACTS.

13. CONFIDENTIALITY.

MEMBER SCHOOL acknowledges that PINECREST will disclose or otherwise make available certain Confidential Information during the Membership Term, in connection with training, provision of educational guides and materials, as a result of guidance furnished to MEMBER SCHOOL and for other reasons as result of the Charter School's membership in the DISTRICT. MEMBER SCHOOL shall not acquire any interest in any such Confidential Information, other than the right to utilize it in the operation of the Charter School. MEMBER SCHOOL acknowledges that the use or duplication of the Confidential Information for any other purpose, or the unauthorized disclosure of any such Confidential Information, would constitute an unfair method of competition and would cause irreparable harm to PINECREST, its affiliates and the DISTRICT, and therefore MEMBER SCHOOL shall: (a) hold all such Confidential Information in strict confidence; (b) take all steps necessary or appropriate to protect the confidentiality of the Confidential Information and to assure compliance with this Agreement by its Permitted Representatives (as defined below); (c) use such Confidential Information for the sole purpose of operating the Charter School in accordance with the terms and conditions of this Agreement; (d) restrict disclosure of such Confidential Information to those of its officers, directors, employees, professional advisors, agents and representatives (each a "***Permitted Representative***") with a need to know such information in accordance with the terms and conditions of this Agreement, and in each advise each such person of

MEMBER SCHOOL'S confidentiality obligations herein and ensure that each such person is equally bound by confidentiality obligations no less stringent than those provided herein; and (e) not modify, reverse engineer, decompile, create other works from, or disassemble any such Confidential Information.

If MEMBER SCHOOL or any of its Permitted Representatives is required to disclose Confidential Information pursuant to judicial order or other compulsion of law, MEMBER SCHOOL will provide to PINECREST prompt notice of such order, cooperate with PINECREST to maintain the confidentiality of the Confidential Information, and comply with any protective order imposed on disclosure of the Confidential Information.

In the event MEMBER SCHOOL discloses any confidential or proprietary type information of MEMBER SCHOOL to PINECREST and which is identified as "CONFIDENTIAL", PINECREST agrees to exercise at least the same degree of care to avoid the publication or dissemination of such confidential or proprietary type information as it affords to its own confidential information of a similar nature which it desires not to be published or disseminated, but in no case less than reasonable care. PINECREST agrees not to use any such confidential or proprietary type information except in the furtherance of this Agreement or the performance of its obligations hereunder. For the avoidance of doubt, nothing in this paragraph shall require PINECREST or any of its officers, directors, employees, professional advisors, agents, and representatives to maintain the confidentiality of its Confidential Information or any information that is deemed to belong to PINECREST pursuant to this Agreement.

14. RELATIONSHIP; THIRD PARTIES.

Nothing in this Agreement is intended, or is to be construed, to constitute a partnership, agency of franchise relationship between the parties. Neither party shall have the right or authority to assume or create any obligation on behalf of the other party or to bind the other party to any contract, undertaking, or agreement with any third party. Except for each of third parties entitled to indemnification under Section 13or otherwise in this Agreement (each of which is an intended third party beneficiary of this Agreement), this Agreement is not intended to create any rights of a third party beneficiary.

15. ATTORNEYS' FEES AND COSTS.

In any action or litigation arising from or relating to the enforcement of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party its reasonable attorneys' fees and costs in all trial and appellate levels.

16. ENTIRE AGREEMENT; AMENDMENTS.

The foregoing constitutes the entire Agreement between the parties and may be modified only by a writing signed by both parties. This Agreement supersedes all previous agreements, understandings, and arrangements between the parties, whether oral or written, and constitutes the entire agreement between the parties. There are no oral terms to this Agreement. Neither party is relying upon any oral term or representation.

17. WAIVERS.

The waiver by either party of a breach or other violation of any provision of this Agreement shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision of this Agreement.

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18. NOTICE.

Unless otherwise provided herein, any notice, demand, or communication required, permitted, or desired to be given hereunder shall be in writing and shall be delivered by hand, or by registered or prepaid certified mail through the United States postal service, return receipt requested, addressed as follows:

If to PINECREST:	The PINECREST Academy, Inc. Attn: President/Chairperson 2450 NW 97th Ave. MIAMI, FL 33172
With a copy to: (which shall not constitute notice to PINECREST)	Charles A. Gibson, Esq. 3634 Grand Ave. Miami, FL 33133-4953
If to MEMBER SCHOOL:	Pinecrest Academy of Lewiston Attn: Board Chair 6630 Surrey St. Las Vegas, NV 89119
With a copy to:	Pinecrest Academy of Lewiston c/o Academica Idaho 6630 Surrey St. Las Vegas, NV 89119

or to such other address, and to the attention of such other persons or officers as either party may designate by written notice. Any notice so addressed and mailed shall be deemed duly given three (3) days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered, and if sent by facsimile, shall be deemed given on the first business day immediately following transmittal.

19. EQUITABLE RELIEF.

Each party acknowledges that an actual or threatened violation of the covenants contained in Section 13 of this Agreement, as they related to both parties, or Section 2, 3 and 4, as they related to MEMBER SCHOOL and the Charter School, may cause the other party immediate and irreparable harm, damage and injury that cannot be fully compensated for by an award of damages or other remedies at law. Accordingly, in the event of such actual or threatened violation, the non-breaching party shall be entitled, as a matter of right, to seek an injunction or other equitable relief, including specific performance, from any court of competent jurisdiction restraining any further violation without any requirement to show any actual damage, irreparable harm or establish a balance of convenience, or to post any bond or other security. Such right to equitable relief shall be cumulative and in addition to, and not in limitation of, any other rights and remedies that the non-breaching party may have at law or in equity.

20. COUNTERPARTS.

This Agreement may be executed in several counterparts, each of which shall be an original, but all of which together shall constitute one and the same Agreement. Confirmation of execution by electronic transmission of a facsimile or .pdf signature page will be binding upon any party so confirming.

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21. ARTICLES AND OTHER HEADINGS; WAIVER OF JURY TRIAL.

The articles and other headings contained in this Agreement are for reference purposes only, and shall not affect in any way the meaning or interpretation of the terms of this Agreement. EACH PARTY IRREVOCABLY WAIVES TRIAL BY JURY IN ANY ACTION, WHETHER AT LAW OR EQUITY, BROUGHT BY EITHER OF THEM.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

By: _____
President
PINECREST, Inc.

By: _____
Chair
Pinecrest Academy of Lewiston, Inc.

WITNESSED:

By: _____
(Print): _____

By: _____
(Print): _____

WITNESSED:

By: _____
(Print): _____

By: _____
(Print): _____

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