

**ONLINE EDUCATION  
SERVICE AGREEMENT**

**Gem Prep: Online  
and  
White Pine Charter School**

This Service Agreement ("Agreement") is entered into by and between GEM PREP: ONLINE, LLC, an Idaho public charter school ("GPO"), and White Pine Charter School, Inc., an Idaho public charter school, (the "White Pine").

**RECITALS**

WHEREAS, GPO operates a public virtual charter school program; and

WHEREAS, GPO and White Pine recognize that students that attend White Pine may wish to enroll in GPO's online school on a full-time basis, particularly during the onset of the COVID-19 virus; and

WHEREAS, GPO and White Pine wish execute this Agreement in order to assure orderly enrollment in the GPO online program and provide for a method of payment for the enrolled classes.

**AGREEMENT**

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in consideration of the recitals above, which are incorporated below, and the mutual covenants, representations, and performances herein bargained for, relied on, and expected, the parties agree as follows:

**ARTICLE I  
GEM PREP: ONLINE RESPONSIBILITIES**

- 1.1 GPO shall provide an online curriculum, taught by highly-qualified, Idaho-certified instructors. Courses will be aligned to state content standards and meet all curriculum requirements.
- 1.2 GPO shall provide the first level of instruction to students and shall be responsible for all training and communication to parents and students. Registration guidance will be provided through the GPO enrollment portal.
- 1.3 GPO shall coordinate with White Pine regarding grades and performance. Grades and student performance shall be report on a time schedule mutually agreeable to both parties.

- 1.4 GPO will report to White Pine any disciplinary matters of which GPO becomes aware, including plagiarism or violations of any other school policy.
- 1.5 GPO will provide a technology device as soon as reasonably possible, but due to complications with the COVID-19 pandemic, a technology device may not be available until the end of the first quarter of the school year. However, all curriculum materials will be provided upon enrollment. All educational materials shall remain the property of GPO any may not be duplicated without the approval of GPO.
- 1.6 GPO shall be responsible for providing any and all services identified on a student's IEP, 504 plan or ELP plan. Upon enrollment, White Pine is responsible for providing the student's entire IEP/504/LEP plan to GPO. Upon receipt, GPO will provide appropriate accommodations, according to the student's plan.
- 1.7 For purposes of State funding, GPO shall be the student's Public School Program of Record, which includes but is not limited to receiving funding for the student, providing transportation, and reporting student information to the Idaho State Department of Education.

## **ARTICLE II WHITE PINE RESPONSIBILITIES**

- 2.1 White Pine shall maintain a seat for the student and shall consider the student a returning student for purposes of future enrollment preferences. White Pine shall also be responsible for coordinating transcripts.
- 2.2 White Pine agrees to provide testing facilities for GPO students.
- 2.3 White Pine shall provide a technology device for the student for the first quarter of the school year, unless the device is otherwise provided by GPO.
- 2.4 White Pine is responsible for providing the second level of instructional support for the students.
- 2.5 White Pine agrees that prior to using GPO's name or logo or other intellectual property in any of its marketing, it must receive written approval from GPO, which approval shall be unreasonably withheld.

## **ARTICLE III PAYMENT FOR CREDITS**

- 3.1 The Parties agree that the costs of the online education shall be a percentage of the State Based Support and Foundation Entitlement payments only. GPO shall receive 2/3 (two-thirds) and White Pine shall receive 1/3 (one-third) of the Salary Based Support and and Foundation Entitlement payments generated based only on students identified as transferred from White Pine. Payments shall be made to White Pine within one week of receipt of the payments from the State, at the regular August, November, February and May payment schedule. Student transfer status will only be considered for funding purposes during the initial year of enrollment at GPO. Students who re-enroll at GPO beyond the initial school year will no longer be considered transferred from White Pine.
- 3.2 The Parties agree that prior to an annual extension of this Agreement, they will analyze the payment schedule and renegotiate the payment ratio, if necessary.
- 3.3 GPO shall be entitled to its full 2/3 share of the state payment based upon the November attendance count submitted to the State.

#### **ARTICLE IV RECRUITMENT PROHIBITED**

GPO and White Pine mutually agree that the schools, nor their board members, administration, staff or other employees, will not engage in any effort to recruit students from one school to the other. The Parties recognize that individual families may make their own decisions about where to enroll their students, but the schools will not take any affirmative step to encourage students to one school over another.

#### **ARTICLE V TERM**

Students that enroll pursuant to this Agreement shall be considered enrolled for the entire 2020-2021 school year, ending June 30, 2021. This Agreement will automatically extend in additional one-year terms, unless terminated by the 60-day advanced written notice by either party. In no case shall this Agreement be terminated during the current academic year. Termination will be effective at the conclusion of the then-current term.

#### **ARTICLE VI GENERAL PROVISIONS**

5.1 Any notice that a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same registered or certified mail with a return receipt requested, or by Federal Express or other reputable overnight delivery service. Notice shall be given to the parties at the following addresses or such other address and to such other persons as the parties may designate after giving notice. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail if sent by mail pursuant to the forgoing:

GPO: Gem Prep: Online  
P.O. Box 86  
Deary, Idaho 83823

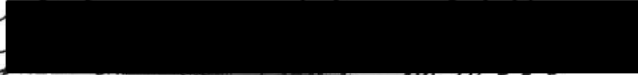
White Pine: White Pine Charter School  
2959 John Adams Parkway  
Ammon, Idaho 83406

5.2 The Agreement shall be effective after being fully executed.


5.3 If any provision of this Agreement shall be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

Dated this 6 day of July, 2020.

GPO

By:   
Chairman

WHITE PINE

By:   
DENNIS TURNER, CHAIR