

IDLA Board of Directors Meeting

April 8, 2025

GUIDELINES FOR ADDRESSING THE BOARD DURING OPEN FORUM

Open Forum is allowed during a regular scheduled Board meeting and will not be permitted during a special Board meeting or an Executive Session. The duration of time allowed per speaker will not exceed five minutes. Should a large number of speakers wish to speak on the same issue or topical area, the Chair of the Board may limit the time allocated to each speaker, ask representatives of the group to summarize their colleague's statements, or limit the number of speakers. The total time allotted for the Open Forum will not exceed thirty minutes. Speakers may not air personnel matters, personal complaints, grievances, or partisan political issues.

The following priority will be given to speakers during the Open Forum:

- I. Presentations from individuals or groups on matters scheduled for Board action or discussion on the meeting agenda;
- II. Presentations from individuals or groups on matters not scheduled for Board action or consideration, and who have not made presentations at the Open Forum within the previous six (6) months; and
- III. Presentations from individuals or groups on matters not scheduled for Board action or consideration and who have made presentations at the Open Forum within the previous six (6) months.

Because of the diversity of issues, members of the Board do not respond to the speaker during the Open Forum. Instead, the speakers' concerns are recorded, and time is allotted in the future for the Board to follow up.

Action Items

Board Member Resignation

Action Item - Board Policy

6.2 Establish policies that ensure IDLA is able to provide consistent support for Idaho districts.

Policies - First Reading

7210 - [Fixed Assets \(GASB Statement 34\)](#)

- IDLA will follow all state and federal finance and reporting guidelines
- The Superintendent and Director of Operations will compile and submit all appropriate reports

7215 - [Fund Accounting System \(GASB Statement 54\)](#)

- Fund balance requirements and types of funds

7218 - [Federal Grant Financial Management System](#)

- Requirements for state and federal grant dollars

7220 - [Documentation and Approval of Claims](#)

- Requirements for requisition, purchase, and payments of claims

7225 - [Financial Fraud and Theft Prevention](#)

- Fraud prevention

Policies - Second Reading

7000 - [Goals](#)

- Budgeting goals for each fiscal year
- Need to review numbering

7100 - [Budget and Program Planning](#)

- Presentation of the annual budget at the annual meeting and public participation

7110 - [Budget Implementation and Execution](#)

- Supt and designees will follow the will of the Board in implementing the budget

7120 - [Budget Adjustments](#)

- Budget amendments will be presented at a working session prior to the annual meeting

7200 - [Accounting System Design](#)

- The accounting system will comply with all state and federal code

Policies - Third Reading

6.2 Establish policies that ensure IDLA is able to provide consistent support for Idaho districts.

1500 - [Board Meetings](#)

[1500-P\(1\)](#)

1510 - [Open Meeting Law Compliance and Cure](#)

1600 - [Code of Ethics for IDLA Board Members](#)

1610 - [Board Member Conflict of Interest](#)

1615 - [Director Spouse Employment](#)

Action Item - Facility Lease Approval


6.1 Ensure IDLA sustainability through fiscal responsibility.

Proposed Facility - June 1, 2025 Comparison

Current – Boise School District & Downtown Boise

- **Office Lease:**
4,857.95 SF @ \$17.07/SF = **\$82,925.21/year**
5% annual increase until market rate, then market-adjusted
Utilities/Maintenance: Included
Includes: front desk area, supply room, 7 offices, 1 conference room, kitchen, and collaboration space
- **Downtown Boise 1 Office Space Lease:**
\$500/month = **\$6,000/year**
- **Board Meeting Rentals:**
3 meetings/year = **\$2,279.20**
- **Semi-Annual Training Space:**
2 events = **\$4,300 total/year**
-  **Total Annual Cost:**
\$95,504.41 + \$6,579.20 (meetings/trainings) = \$102,083.61/year

Proposed – BlackEagle Lease

- **Office Lease:**
6,056 SF @ \$20/SF = **\$121,120/year**
3% annual increase
Utilities/Maintenance: Included (except janitorial 1–2x/week)
Includes: front desk area, supply room, 9 offices, 1 conference room, classroom space, kitchen, and collaboration space
- **Board Meetings:**
Held on-site or reduced rate at Pearson Training Center
- **Semi-Annual Trainings:**
Hosted at Pearson for reduced fee
-  **Estimated Annual Cost (Year 1):**
\$121,120/year (meeting/training cost minimized)

Proposed Facility - June 1, 2025 Continued

- Insurance
 - IDLA's coverage is provided through the State of Idaho's Risk Management Department, and this coverage will continue with the new lease
 - In addition, we are working with Moreton & Company to obtain quotes for facility rental coverage (not this facility), enhanced cybersecurity protection, supplemental building coverage (this lease)
- Lease rate and length
 - 5 years with option to extend for 2 additional 3 year terms
 - \$20/square foot increased by 3% each year
- [Pearson Testing Center](#)

Action Item - Facility Lease Approval

6.1 Ensure IDLA sustainability through fiscal responsibility.

Sole Source - LearningMate

Clarity Phase 2 maintenance and development

Board Member Updates

Superintendent Update

Superintendent Update - Legislative Update

6.2 Establish policies that ensure IDLA is able to provide consistent support for Idaho districts.

IDLA Legislative Impact

H99 - Driver Training

- Allows the Dept of Education to approve other classroom providers for Driver's Ed

H 452 - Appropriations - Public Schools - Idaho Digital Learning Academy

- Increase amount per enrollment from \$430 to \$445
- Enrollment projection of 58,000 for FY26
- Course fees capped at \$40
- Report to LSO by 8/1/25 on cost of services, how budgeted costs are determined, detailed report on operating costs - Next legislative session may consider policies regarding funding of enrollments

Rule Update

[HR 16](#) - Rule Approval

[SR 110](#) - Rule Approval

- Both houses agreed to adopt our rule update that allows schools to determine if a student will complete a proctored final exam or a comprehensive final project

Superintendent Update - Agilix AI

4.4 Prepare IDLA students for the AI-supported workforce.

Agilix AI

Statement of Work (SOW) completed March 31

- Agilix will develop features within their BusyBee AI Chat application that will support IDLA use cases
 - Interview - Student can interview a chatbot on a designated topic, simulating a Q & A with an expert
 - Debate - Facilitated structured debate where the student takes a stance and the chatbot presents counterarguments to promote critical thinking
 - Language - Foreign language support through conversation and coaching
 - Problem-solving - Challenges the student with academic or real-world problems encouraging collaborative problem-solving with the chatbot
 - Quiz me - Chatbot quizzes student on key concepts within a topic
 - Writing - Individual chatbots to support pre-writing, drafting, revising, and editing
- Character Library
- Monitoring, Accessibility, and Integration with CourseArc

Upcoming Meetings

- Tuesday, May 13, 2025 - Virtual 10:00 a.m. MST
- Tuesday, June 17, 2025 - Face to Face, Meridian, Noon MST

Idaho Digital Learning Alliance

Virtual Meeting of the Board of Directors
3324 S. Milwaukee Lane, Ste #120, Boise ID 83709

Zoom: <https://idla.zoom.us/j/2083420207>

Meeting ID: 208 342 0207

April 8, 2025

Tuesday, April 8, 2025 @ 11:00 AM

Board Members Present

-

Board Members Absent

-

Staff Members Present

-

Others Present

-

Call to Order, Introductions, and Welcome @ 11:00 AM

I. Agenda

II. Public Comment

III. Consent Agenda

1. Approval of the Minutes
2. Expenditures
3. Personnel

IV. Action Items

1. Board Member, Anthony Butler Resignation
2. Policies, 1st Reading
 - a. #7210 - Fixed Assets (GASB Statement 34)
 - b. #7215 Fund Accounting System (GASB Statement)
 - c. #7218 - Federal Grant Financial Management System
 - d. #7220 - Documentation and Approval of Claims
 - e. #7225 - Financial Fraud and Theft Prevention

3. Policies, 2nd Reading
 - a. #7000 - Goals
 - b. #7100 - Budget and Program Planning
 - c. #7110 - Budget Implementation and Execution
 - d. #7120 - Budget Adjustments
 - e. #7200 - Accounting System Design

4. Policies, Final Reading
 - a. #1500 - Board Meetings
 - b. #1500-P(1) - Board Meetings
 - c. #1510 - Open Meeting Law Compliance and Cure
 - d. #1600 - Code of Ethics for IDLA Board Members
 - e. #1610 - Board Member Conflict of Interest
 - f. #1615 - Director Spouse Employment

5. Facility Lease
6. Sole Source

V. Updates

1. Board Member Updates- All
2. Superintendent Update - Mr. Jeff Simmons
 - a. Legislature Update
 - b. Agilix AI

2025 Board Meeting Dates

- Tuesday, May 13, 2025 - Virtual 10:00 a.m. MST
- Tuesday, June 17, 2025 - Face to Face, Meridian, Noon MST

Idaho Digital Learning Alliance

Meeting of the Board of Directors

Amended Agenda #1

Silverstone Amenity Center

3405 East Overland Road, Meridian ID 83642

Zoom: <https://idla.zoom.us/j/2083420207>

Meeting ID: 208 342 0207

February 4, 2025

Tuesday, February 4, 2025 @ 2:15 PM

Board Members Present

- Mrs. Karla LaOrange, Mr. Lance Hansen, Mr. Jeff Schutte, Mr. Norm Stewart, Mr. John Stiffler, Mrs. Michelle Celment Taylor, Mr. Brian Lee

Board Members Absent

- Mr. Anthony Butler

Staff Members Present

- Ms. Jolene Del Re, Mr. Jeff Farden, Mr. Tyler Nichols, Mrs. Kelly Schlup, Ms. Julie Patterson, Mr. Monte Woolstenhulme, Mr. Brian Smith, Mr. Ryan Gravette, Mr. Jeff Simmons, Ms. Kim Caldrony

Others Present

-

Call to Order, Introductions, and Welcome @ 2:15 PM

I. Agenda

The meeting began at 2:18 p.m. A motion to approve the agenda was made by Mr. John Stiffler and seconded by Mr. Norm Stewart. The motion is unanimous.

II. Public Comment

Ms. Jennifer Malone, resides in Southern Idaho and home schools her children offered public comment. Ms. Malone asked to keep the conversation alive about the ability and process for direct access to enroll non public students directly into IDLA courses. Ms. Malone is a home school leader in her community and is always seeking new academic based resources. Ms. Malone referenced the Statute 33-507 as it pertains to registration of a student.

III. Consent Agenda

1. Approval of the Minutes
2. Expenditures
3. Personnel

A motion to approve the consent agenda was made by Mr. Norm Stewart , and seconded by Mrs. Michelle Clement Taylor. The motion is unanimous.

IV. Action Items

1. Policies, 1st Reading

- a. #7000 - Goals
- b. #7100 - Budget and Program Planning
- c. #7110 - Budget Implementation and Execution
- d. #7120 - Budget Adjustments
- e. #7200 - Accounting System Design

A motion to approve the 1st reading of policies #7000, #7100, #7110, #7120, and #7200 was made by Mr. Norm Stewart and seconded by Mrs. Karla LaOrange. The motion is unanimous.

2. Policies, 2nd Reading

- a. #1500 - Board Meetings
- b. #1500-P(1) - Board Meetings
- c. #1510 - Open Meeting Law Compliance and Cure
- d. #1600 - Code of Ethics for IDLA Board Members
- e. #1610 - Board Member Conflict of Interest
- f. #1615 - Director Spouse Employment

A motion to approve the 2nd reading of policies #1500, #1500-P(1), #1510, #1600, #1610 and #1615 was made by Mrs. Karla LaOrange and seconded by Mr. John Stiffler. The motion is unanimous.

3. Policies, Final Reading

- a. #1400 - Board Staff Communications
- b. #1405 - Board Use of Email and Social Media
- c. #1410 - Board/Superintendent Relationship
- d. #1420 - Director Expenses
- e. #1430- Director Insurance

A motion to approve the final reading of policies #1400, #1405, #1410, #1420, and #1430 was made by Mr. Norm Stewart and seconded by Mrs. Michelle Clement Taylor. The motion is unanimous.

V. Updates

1. Board Member Updates- All

The Board members all provided updates. The topics varied and included new programs implemented, sports teams and activities, Superintendent of the Year, Teacher of the Year, legislation, retirement, and company growth.

2. Superintendent Update - Mr. Jeff Simmons

a. Legislative Update

Mr. Jeff Simmons spoke to several pieces of legislation that he is following closely that could impact IDLA. He will keep the Board updated as needed with any changes.

b. Single Source

Mr. Jeff Simmons advised that IDLA is working on adopting an AI tool for students. A vendor has been identified and discussions are underway.

c. Accreditation

Mr. Jeff Simmons updated the Board on the accreditation process. IDLA is due for review during the 25/26 academic year. IDLA will be utilizing AccredVED through our VLLA partner. This is targeted for online programs specifically and more closely aligned.

d. Facility Lease

Mr. Jeff Simmons was advised that Boise school district is not going to renew the lease IDLA has in the building due to the necessity of Boise SD needing more space. This leaves two options. To work with a higher ed partner and identify available space or lease space in a commercial building. As conversations unfold, additional information will be brought to the Board.

A motion to adjourn the meeting at 3:20 p.m. was made by Mrs. Karla LaOrange and seconded by Mr. John Stiffler. The motion is unanimous.

<i>2025 Board Meeting Dates</i>
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- Tuesday, April 8, 2025 - Virtual 11:00 a.m. MST
- Tuesday, May 13, 2025 - Virtual 10:00 a.m. MST
- Tuesday, June 17, 2025 - Face to Face, Meridian, Noon MST

EXPENDITURES FOR BOARD APPROVAL

[01/29/2025-04/01/2025](#)

		Opening Bal 01/29/2025	01/29/2025 thru 04/01/2025	FY2425 Ending	FY2425 Approved Budget (June 2024)	FY2425 Remaining
SUPERVISION & INSTRUCTION						
100.500.313.100.000	SUPERVISION & INSTRUCTION - FACULTY TRAINING	\$1,353.44	\$0.00	\$1,353.44	\$40,000.00	\$38,646.56
100.500.381.000.000	INSTRUCTION - STAFF TRAINING & TRAVEL	\$12,822.99	\$3,437.59	\$16,260.58	\$22,500.00	\$6,239.42
100.500.440.000.000	INSTRUCTION - TEXTBOOKS	\$0.00	\$0.00	\$0.00	\$1,000.00	\$1,000.00
100.500.410.000.000	INSTRUCTION - SUPPLIES & MATERIALS	\$1,925.81	\$126.51	\$2,052.32	\$2,500.00	\$447.68
100.640.312.000.000	SUPERVISION - CONTRACTED SERVICES	\$132,715.49	\$73,781.73	\$206,497.22	\$300,000.00	\$93,502.78
100.640.381.000.000	SUPERVISION - STAFF TRAINING & TRAVEL	\$5,298.09	\$2,650.11	\$7,948.20	\$22,500.00	\$14,551.80
100.640.410.000.000	SUPERVISION - SUPPLIES & MATERIALS	\$241.67	\$3.86	\$245.53	\$2,500.00	\$2,254.47
TOTAL:		\$154,357.49	\$79,999.80	\$234,357.29	\$391,000.00	\$156,642.71
CURRICULUM PROGRAMS						
100.510.312.000.000	CONTENT DEVELOPMENT SERVICES	\$75,670.75	\$39,068.00	\$114,738.75	\$198,400.00	\$83,661.25
100.510.381.000.000	CURRICULUM - STAFF TRAINING & TRAVEL	\$36,651.47	\$6,538.00	\$43,189.47	\$55,000.00	\$11,810.53
100.510.410.000.000	CURRICULUM - SUPPLIES & MATERIALS	\$1,668.78	\$227.95	\$1,896.73	\$5,000.00	\$3,103.27
100.510.440.000.000	CURRICULUM - EDUCATIONAL CONTENT LICENSING AND SUPPORT	\$124,117.37	\$154.39	\$124,271.76	\$155,000.00	\$30,728.24
TOTAL:		\$238,108.37	\$45,988.34	\$284,096.71	\$413,400.00	\$129,303.29
ELEMENTARY PROGRAMS						
100.512.312.000.000	ELEMENTARY - CONTRACTED SERVICES	\$4,000.00	\$0.00	\$4,000.00	\$25,000.00	\$21,000.00
100.512.381.000.000	ELEMENTARY - STAFF TRAINING & TRAVEL	\$15,293.19	\$4,314.82	\$19,608.01	\$20,000.00	\$391.99
100.512.410.000.000	ELEMENTARY - SUPPLIES & MATERIALS	\$2,335.31	\$261.22	\$2,596.53	\$11,250.00	\$8,653.47
100.512.440.000.000	ELEMENTARY - CONTENT LICENSING & SUPPORT	\$1,189.33	\$1,650.00	\$2,839.33	\$30,000.00	\$27,160.67
100.512.555.000.000	ELEMENTARY - TECHNOLOGY HARDWARE	\$1,999.00	\$0.00	\$1,999.00	\$7,250.00	\$5,251.00
TOTAL:		\$24,816.83	\$6,226.04	\$31,042.87	\$93,500.00	\$62,457.13
DISTRICT PROGRAMS						
100.600.312.000.000	DISTRICT COORDINATION & IMPLEMENTATION	\$17,409.22	\$5,950.00	\$23,359.22	\$30,000.00	\$6,640.78
100.600.381.000.000	DISTRICT PROGRAMS - STAFF TRAINING & TRAVEL	\$53,281.08	\$16,160.09	\$69,441.17	\$90,000.00	\$20,558.83
100.600.410.000.000	DISTRICT PROGRAMS - SUPPLIES & MATERIALS	\$4,866.53	\$821.43	\$5,687.96	\$10,000.00	\$4,312.04
TOTAL:		\$75,556.83	\$22,931.52	\$98,488.35	\$130,000.00	\$31,511.65
INFORMATION AND TECHNOLOGY						
100.623.312.100.000	CONTRACTED SERVICES - PROGRAMMING	\$247,997.59	\$62,028.23	\$310,025.82	\$645,000.00	\$334,974.18
100.623.312.200.000	CONTRACTED SERVICES - GENERAL	\$192,362.60	\$118,334.40	\$310,697.00	\$427,000.00	\$116,303.00
100.623.350.000.000	ORGANIZATIONAL COMMUNICATION	\$266,389.17	\$24,388.13	\$290,777.30	\$250,000.00	-\$40,777.30
100.623.381.000.000	TECHNOLOGY - STAFF TRAINING & TRAVEL	\$15,240.90	\$6,862.38	\$22,103.28	\$40,000.00	\$17,896.72
100.623.410.000.000	TECHNOLOGY - SUPPLIES & MATERIALS	\$4,581.79	\$2,034.84	\$6,616.63	\$5,000.00	-\$1,616.63
100.623.460.100.000	TECHNOLOGY - SOFTWARE	\$190,910.18	\$19,117.71	\$210,027.89	\$232,000.00	\$21,972.11
100.623.460.200.000	TECHNOLOGY - LMS & SUPPORT	\$210,432.00	\$50,000.00	\$260,432.00	\$570,000.00	\$309,568.00
100.623.555.000.000	TECHNOLOGY - HARDWARE	\$81,780.00	\$4,552.76	\$86,332.84	\$157,000.00	\$70,667.16
100.623.556.000.000	TECHNOLOGY - SECURITY	\$26,823.00	\$11,652.31	\$38,475.31	\$40,000.00	\$1,524.69
100.623.557.000.000	TECHNOLOGY - INFRASTRUCTURE	\$92,440.88	\$54,256.18	\$146,697.06	\$295,000.00	\$148,302.94
TOTAL:		\$1,328,958.19	\$353,226.94	\$1,682,185.13	\$2,661,000.00	\$978,814.87
BUSINESS OPERATIONS						
100.651.312.000.000	OPERATIONS - CONTRACTED PROFESSIONAL SERVICES	\$39,827.59	\$22,839.04	\$62,666.63	\$45,200.00	-\$17,466.63
100.651.315.000.000	OPERATIONS - STAFF EDUCATIONAL PROGRAM	\$14,415.00	\$2,805.00	\$17,220.00	\$50,000.00	\$32,780.00
100.651.321.000.000	OPERATIONS - FACILITY & OCCUPANCY	\$88,021.21	\$0.00	\$88,021.21	\$95,000.00	\$6,978.79
100.651.335.000.000	OPERATIONS - LIABILITY INSURANCE	\$8,683.04	\$0.00	\$8,683.04	\$7,000.00	-\$1,683.04
100.651.350.000.000	DISTRICT SERVICES AND COMMUNICATION	\$31,892.50	\$18,804.07	\$50,696.57	\$100,000.00	\$49,303.43
100.651.355.000.000	OPERATIONS - STAFFING EXPENDITURES	\$12,798.03	\$0.00	\$12,798.03	\$15,000.00	\$2,201.97
100.651.381.000.000	OPERATIONS - STAFF TRAINING & TRAVEL	\$29,602.68	\$14,817.40	\$44,420.08	\$56,000.00	\$11,579.92

EXPENDITURES FOR BOARD APPROVAL

[01/29/2025-04/01/2025](#)

		Opening Bal 01/29/2025	01/29/2025 thru 04/01/2025	FY2425 Ending	FY2425 Approved Budget (June 2024)	FY2425 Remaining
100.651.382.000.000	BOARD OF DIRECTORS - TRAINING AND TRAVEL	\$4,349.42	\$2,010.23	\$6,359.65	\$14,000.00	\$7,640.35
100.651.410.000.000	OPERATIONS - OFFICE SUPPLIES AND MATERIALS	\$20,327.20	\$4,549.29	\$24,876.49	\$53,000.00	\$28,123.51
100.651.410.100.000	OPERATIONS - IDIG FITNESS	\$1,059.77	\$659.53	\$1,719.30	\$7,000.00	\$5,280.70
100.651.415.000.000	BANKING EXPENSE	\$285.20	\$54.41	\$339.61	\$0.00	-\$339.61
TOTAL:		\$251,261.64	\$66,538.97	\$317,800.61	\$442,200.00	\$124,399.39

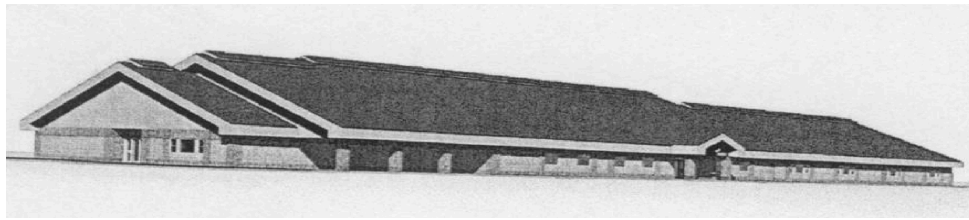


Idaho Digital Learning
P.O. Box 10017, Boise, ID 83707
IdahoDigitalLearning.org

Board of Directors
April 8, 2025

Resignations/Terminations/Non-Contract Renewals:

Name	Full-Time /Part-Time	Position	Years of Service	Last Day
Kate Baker	PT	Online Instructor	1.6	February 4, 2025
Kameron Walters	PT	Online Instructor	.75	March 31, 2025



CAMBRIDGE SCHOOL DISTRICT 432

**40 N 4th
PO Box 39
Cambridge, ID 83610
Phone: 208 257-3321
FAX: 208 257-3323**

Christy Crocco
Board Chairman

Melissa Noah
Vice Chairman

Pam Schwenkfelder
Trustee

Kelly Sprague
Trustee

Tim Ferguson
Trustee

Anthony Butler
Superintendent

Kimberley Vowell
Elementary Principal

Katelyn Papineau
Business Manager

February 4, 2025

To the IDLA Board of Directors and Administration,

I want to start by thanking each of you for the opportunity to be a part of the board of directors for IDLA. I have enjoyed my time working with each of you and all that I have learned about you personally and professionally.

At this time, I am feeling pulled in too many directions and have decided to resign from my position effective as soon as a replacement can be found or at the end of my term, whichever comes first.

I will continue in my role until the board formally accepts my resignation.

Respectfully,

Anthony Butler
Superintendent/Secondary Principal
Cambridge School District #432
Office: (208)257-3311
Cell: (208)989-8617
abutler@cambridge432.org

Policy 7210: Fixed Assets (GASB Statement 34)**Status: PROPOSED****Original Adopted Date:** [REDACTED]**Last Reviewed Date:** [REDACTED]Purpose

The Board recognizes the need to implement the required accounting and financial reporting standards set out in Governmental Accounting Standards Board Statement 34 (“GASB 34”)

The primary objectives of implementing the GASB 34 are to assure compliance with State requirements, to properly account for both the financial and economic resources, and to provide new and additional information to users of IDLA financial statements.

Authority

Participation and reporting shall be in accordance with Board policy, State of Idaho Fiscal Policy manuals as prepared by the office of the State of Idaho Controller’s Office, and GASB 34.

Delegation of Responsibility

The responsibility to coordinate the compilation and preparations of all information necessary to implement this policy is delegated to the Superintendent or his or her designee in cooperation with IDLA’s Director of Operations.

The designated individual shall be responsible for implementing the necessary procedures to establish and maintain a fixed asset inventory, including depreciation schedules. Depreciation shall be computed on a straight-line basis over the useful lives of the assets, using an averaging convention. Normal maintenance and repairs shall be charged to expense as incurred; major renewals and betterments that materially extend the life or increase the value of the asset shall be capitalized. A schedule of accumulated depreciation shall be consistent from year to year. The basis for depreciation, including groups of assets and useful lives, shall be in writing and submitted for review to the Board of Directors.

Guidelines

In order to associate debt with acquired assets, and to avoid net asset deficits, any asset that has been acquired with debt proceeds shall be capitalized, regardless of the cost of the asset. Any assets capitalized should be depreciated using their estimated useful life, not their amortization schedule.

For all other assets not acquired by debt proceeds, the dollar value of any single item for inclusion in the fixed assets accounts shall be not less than \$10,000.

The assets listed below do not normally individually meet capitalization threshold criteria:

1. Library books;
2. Curriculum;
3. Computer equipment;
4. Furniture;

These asset category costs shall be capitalized and depreciated as groups when that group's acquisition cost exceeds the capitalization threshold in any given fiscal year.

For group asset depreciation purposes, the estimated useful life of the group may be based on the weighted average or simple average of the useful life of individual items, or on an assessment of the life of the group as a whole. Periodically, the intermediate unit shall review the estimated life of groups of assets and adjust the remaining depreciation life of the group.

Assets that fall below the capitalization threshold for GASB 34 reporting purposes may still be significant for insurance, warranty service, and obsolescence/replacement policy tracking purposes. The intermediate unit may record and maintain these non-GASB 34 asset inventories in subsidiary ledgers.

Legal References	Description
Governmental Accounting Standards Board ("GASB")	Statement No. 34
Cross References	Description
7270	Property Records

**Policy 7215: Fund Accounting System (GASB
Statement 54)****Status:** PROPOSED**Original Adopted Date:** [REDACTED]**Last Reviewed Date:** [REDACTED]

To enhance the usefulness of fund balance information, IDLA will provide clear fund balance classifications and use fund type definitions consistently.

The policy is designed to encourage consideration of unanticipated events that could adversely affect the financial condition of IDLA and jeopardize the continuation of necessary public services. IDLA should maintain adequate fund balances and reserves in order to:

1. Provide sufficient cash flow for daily financial needs;
2. Offset significant economic downturns or revenue shortfalls; and
3. Provide funds for unforeseen expenditures related to emergencies.

Fund Types

The accounts of IDLA are organized on the basis of funds, each of which is considered to be a separate accounting entity. The operations of each fund are accounted for by providing a separate set of self-balancing accounts. The following funds are maintained by IDLA:

1. The General Fund is used to account for all financial resources not accounted for and reported in another fund;
2. Special Revenue Funds are used to account for and report the proceeds of specific revenue sources that are restricted or committed to expenditure for specific purposes other than debt service or capital projects;
3. Permanent Funds are used to account for resources restricted to the extent that only earnings, and not principle, may be used for purposes that support the Charter School's purposes.

Note: Currently IDLA only has General Funds but will maintain funding above appropriately in the event it receives either type of funding. IDLA cannot go out for debt and does not receive capital funding so these funds are not listed.

Fund Balance Reporting in Governmental Funds

The following definitions will be used in reporting activity in IDLA's governmental funds. IDLA may or may not report all fund types in any given reporting period, based on actual circumstances and activity.

1. **Non-spendable Fund Balance:** Includes amounts that cannot be spent because they are either:
 - A. Not in spendable form; or
 - B. Legally or contractually required to be maintained intact.
2. **Restricted Fund Balance:** Includes amounts that can be spent only for the specific purposes stipulated by IDLA policy, external resource providers, or through federal regulations or State laws or rules.
3. **Committed Fund Balance:** Includes amounts that can be used only for the specific purposes determined by a formal action of the Board.
4. **Assigned Fund Balance:** Includes amounts intended to be used by IDLA for specific purposes, but do not meet the criteria to be classified as restricted or committed. In funds other than the general fund, the assigned fund balance represents the remaining amount that is not restricted or committed. *Authority to Assign:* The Board delegates to the Superintendent or Director of Operations the authority to assign amounts to be used for specific purposes. Such assignments cannot exceed the available (spendable, unrestricted, uncommitted) fund balance in any particular fund.
5. **Unassigned Fund Balance:** Includes the residual classification for IDLA's general fund and includes all spendable amounts not contained in the other classifications. In other funds, the unassigned classification should be used only to report a deficit balance from overspending for specific purposes for which amounts had been restricted, committed, or assigned.

Prioritization of Fund Balance Use

The Board's primary role in adopting this policy is to identify the order of spending unrestricted resources and to acknowledge that the Board is the ultimate decision-making authority with regard to committing balances upon the recommendation of the Superintendent or Director of Operations.

If the Board chooses not to adopt a policy addressing the order of spending, the default approach of reducing restricted, then committed, then assigned, then unassigned fund balances will be used.

Guidelines

Classifying Fund Balance Amounts: Fund balance classifications depict the nature of the net resources that are reported in a fund. An individual fund may include non-spendable resources and amounts that are restricted, committed, or assigned, or any combination of those classifications. The general fund may also include an unassigned amount.

Encumbrance Reporting: Encumbering amounts for specific purposes for which resources have already been restricted, committed, or assigned should not result in a separate display of encumbered amounts. Encumbered amounts for specific purposes for which amounts have not been previously restricted, committed, or assigned, will be classified as committed or assigned, as appropriate, based on the definitions and criteria set forth above.

Minimum Unassigned Fund Balance: IDLA will maintain a minimum unassigned fund balance in its General Fund of 8% of the current year's state appropriation received. This minimum fund balance is to:

1. Provide sufficient cash flow for daily financial needs;
2. Offset significant economic downturns or revenue shortfalls; and
3. Provide funds for unforeseen expenditures related to emergencies.

IDLA shall maintain a minimum fund balance of 8% of the current year's state appropriation received. However, the organization aims to hold reserves equivalent to at least three months' operating expenses.

Replenishing Deficiencies: When the fund balance falls below the minimum range, IDLA will replenish the shortage or deficiency using the following timeframes when the fund balance falls below the minimum range:

1. Deficiency resulting in a minimum fund balance between (6.5 percent) and (8 percent) shall be replenished over a period not to exceed one year;
2. Deficiency resulting in a minimum fund balance between (5 percent) and (6.5 percent) shall be replenished over a period not to exceed three years; and
3. Deficiency resulting in a minimum fund balance of less than (5 percent) shall be replenished over a period not to exceed five years.

The following budgetary strategies shall be utilized by IDLA to replenish funding deficiencies:

1. IDLA will reduce recurring expenditures to eliminate any structural deficit; or
2. Increase revenues or pursue other funding sources; or
3. Some combination of the two options above.

Monitoring and Reporting: The Superintendent shall regularly monitor the fund balance to ensure compliance with the minimum requirement. Financial reports, including the status of the fund balance, shall be presented to the IDLA Board of Directors on an annual basis. The report should

indicate the current fund balance, state appropriation, and any necessary adjustments to maintain compliance with the policy.

Use of Surplus Funds: If the unassigned fund balance exceeds the prescribed range, the Superintendent will thoroughly assess the surplus. The primary objective will be to allocate these funds towards one-time expenditures that align with IDLA's strategic goals and do not result in additional future expenses for maintenance, staffing, or other recurring outlays. Decisions regarding the allocation or investment of excess funds shall rest with the IDLA Board of Directors. Their focus will be on enhancing IDLA's programs and services while considering the organization's long-term financial goals and objectives, as outlined in IDLA's Strategic Plan.

Implementation and Review: The Board authorizes the Superintendent or Director of Operations to establish any standards and procedures which may be necessary for its implementation. The Superintendent or Director of Operations shall review this policy and any procedures regarding its implementation annually or as needed and make any recommendations for changes to the Board.

The Superintendent or Director of Operations shall provide accounting procedures for the receipt, deposit, expenditure, and withdrawal of such moneys and procedures for monthly reporting to the Board of the transactions, assets, liabilities, and fund balance for each such fund.

Legal References	Description
Governmental Accounting Standards Board ("GASB")	Statement No. 54
IC § 33-701 et seq.	Fiscal Affairs of School Districts



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Policy 7218: Federal Grant Financial Management System

Status: PROPOSED

Original Adopted Date: [REDACTED]

Last Reviewed Date: [REDACTED]

The Idaho Digital Learning Academy (IDLA) maintains a proper financial management system in order to receive both direct and state-administered grants and to expend funds associated with a grant award. Certain fiscal controls and procedures must be in place to ensure that all financial management system requirements are met.

Idaho Financial Reporting Management System (IFARMS)

IFARMS provides the basis for complete financial and cost accounting, for the development of program budgets, and for the preparation of periodic financial reports. The uniformity of the system enables IDLA to fulfill state requirements and provides the flexibility to obtain program and account detail to meet management needs.

Financial Management Standards

The standards for financial management systems are found at 2 CFR § 200.302. The required standards include:

1. **Identification:** IDLA shall identify, in its accounts, all federal awards received and expended and the federal programs under which they were received. Federal program and award identification shall include the information described below under “Overview of the Financial Management/Accounting System.”
2. **Financial Reporting:** Accurate, current, and complete disclosure of the financial results of each federal award or program will be made in accordance with the financial reporting requirements set forth in the Education Department General Administrative Regulations (EDGAR).
3. **Accounting Records:** IDLA shall maintain records that adequately identify the source and application of funds provided for federally-assisted activities. These records will contain information pertaining to grant or subgrant awards, authorizations, obligations, unobligated

balances, assets, expenditures, income and interest, and be supported by source documentation.

4. **Internal Controls:** Effective control and accountability shall be maintained for all funds, real and personal property, and other assets. IDLA shall adequately safeguard all such property and shall assure that it is used solely for authorized purposes.

“Internal controls” are tools to help program and financial managers achieve results and safeguard the integrity of their program. Internal controls should be designed to provide reasonable assurance that the following objectives are achieved:

- A. Effectiveness and efficiency of operations;
 - B. Adequate safeguarding of property;
 - C. Assurance property and money is spent in accordance with grant program and to further the selected objectives; and
 - D. Compliance with applicable laws and regulations.
5. **Budget Control:** Actual expenditures or outlays shall be compared with budgeted amounts for each federal award.
 6. **Cash Management:** IDLA shall maintain written procedures to implement the cash management requirements found in EDGAR. See Policy 7450.
 7. **Allowable Costs:** IDLA shall maintain written procedures for determining the allowability of costs in accordance with EDGAR. See Policy 7320 and Procedure 7320P.

Overview of the Financial Management/Accounting System

The IDLA accounting system is established to present, with full disclosure, the financial position and results of the financial operations of IDLA in conformity with generally accepted accounting principles. The accounting system currently used is Tyler Technologies Infinite Visions. The system is in compliance with IFARMS, as required by Idaho statute. IFARMS shall be used as the basis for developing program budgets and the preparation of periodic financial reports. The Director of Operations shall be responsible for managing budgets and accounts payable. As required by 34 CFR 200.302, IDLA shall maintain on file award letters that include Catalog of Federal Domestic Assistance (CFDA) titles and numbers, federal award identification numbers and years, names of the federal awarding agencies, and the name of the State Department of Education (the pass-through entity), for each federal award. The funds are given unique identification numbers in the IFARMS system.

The Director of Operations shall be responsible for preparing financial reports, as required for local, state, and federal agencies, for review and approval by the Board of Directors. The financial reports shall reflect the financial activity and status of IDLA. These reports shall include monthly and cumulative expenditures, program budgets, and balances remaining.

Budgeting

The Planning Phase: Meetings and Discussions: Before Receiving the Grant Award Notice

(GAN): The Superintendent or designee, assisted by the Director of Operations, shall be responsible for initial federal grant budget development. Initial budget development shall be based upon estimates of federal program award amounts as provided by the State Department of Education, as well as input from program and administrative staff with respect to individual program staff needs, number and assignments of paraprofessionals relative to program allocations, and need for instructional supplies and equipment. The primary considerations of initial budget development shall be the educational needs of students and the availability of existing IDLA resources for meeting these needs.

Budgets shall be prepared and presented in a format that clearly identifies revenue sources and amounts and budgeted expenditures, in accordance with IFARMS accounting codes, and shall be open for public inspection.

The Superintendent or designee shall present the proposed budget to the Board for final approval of the budget and the policies reflected therein, such as proposed changes or additions to instructional programs and proposed salary schedules. Consideration of the proposed budget shall take place in an open meeting with opportunity for public comment. The approved budget shall be included in the minutes of the Board as documentation of its acceptance and approval.

After Receiving the GAN: If the Superintendent or designee determines that final program allocations necessitate revisions to program budgets, he or she, assisted by the Director of Operations with input from federal programs staff, shall discuss, review, and propose budget revisions. If proposed revisions require amendment proposals, the Superintendent or designee will follow protocols of the amendment process.

Amending the Budget: The Superintendent or designee shall review and approve any necessary budget amendments and shall submit those amendments to the Board at least seven days in advance of the meeting at which the amendment will be considered. The Board shall have final approval of the amended budget and consideration of the proposed budget shall take place in an open meeting with opportunity for public comment. The approved amended budget shall be included in the minutes of the Board of Directors as documentation of its acceptance and approval.

Budget Control: The Director of Operations shall prepare monthly financial reports that monitor budget performance by comparing actual to budgeted revenues and expenditures. Monthly financial reports indicate budgeted amounts, monthly expenditures, year-to-date-expenditures and percentage of budget spent. The Superintendent or designee shall review these reports for the preceding month prior to presentation to the Board.

Accounting Records

The Director of Operations shall be responsible for the maintenance of accounting records. Electronic accounting records are maintained in the Tyler Technologies Infinite Visions, and paper

records are maintained on file in the IDLA office. All accounting records shall be reviewed by the Superintendent or designee and, where appropriate and required, the Board. The IDLA chart of accounts and financial reports shall be established and maintained in accordance with Generally Accepted Accounting Principles (GAAP) and IFARMS, as required by Idaho Code. Accounting records shall be available for public inspection at any time.

Spending Grant Funds

In determining what items will be included in individual program budgets, the Director of Operations and the Superintendent or designee will follow the federal cost principles and individual program statutes and regulations, as the basis for determining whether individual expenditures are allowable.

While developing and reviewing the grant budget, IDLA will keep in mind the difference between direct costs and indirect costs.

Direct and Indirect Costs:

1. **Determining Whether a Cost is Direct or Indirect:** Direct costs are those costs that can be identified specifically with a particular final cost objective, such as a federal award, or other internally or externally funded activity, or that can be directly assigned to such activities relatively easily with a high degree of accuracy.

Indirect costs are those that have been incurred for a common or joint purpose benefiting more than one cost objective, and not readily assignable to the cost objectives specifically benefitted, without effort disproportionate to the results achieved.

Costs incurred for the same purpose in like circumstances shall be treated consistently as either direct or indirect costs.

Identification with the federal award rather than the nature of the goods and services involved is the determining factor in distinguishing direct from indirect costs of Federal awards. Typical costs charged directly to a Federal award are the compensation of employees who work on that award, their related fringe benefit costs, the costs of materials, and other items of expense incurred for the Federal award. The salaries of administrative and clerical staff shall normally be treated as indirect costs. Direct charging of these costs may be appropriate only if all of the following conditions are met:

- A. Administrative or clerical services are integral to a project or activity;
- B. Individuals involved can be specifically identified with the project or activity;
- C. Such costs are explicitly included in the budget or have the prior written approval of the federal awarding agency; and
- D. The costs are not also recovered as indirect costs.

2. **Indirect Cost Rate:** It is at the discretion of IDLA to use the indirect cost rate. It is the normal policy of IDLA not to take indirect costs on federal awards. If IDLA elects to take indirect costs, it shall follow the procedures for calculating the indirect cost rate prescribed by the State Department of Education and apply the policies and procedures outlined in the federal regulations as described below.
3. **Applying the Indirect Cost Rate:** Once IDLA has an approved indirect cost rate, the percentage is multiplied against the actual direct costs (excluding distorting items such as equipment, contracts in excess of \$25,000, pass-through funds, etc.) incurred under a particular grant to produce the dollar amount of indirect costs allowable to that award. Once IDLA applies the approved rate, the funds that may be claimed for indirect costs have no federal accountability and may be used as if they were non-federal funds. For direct grants, reimbursement of indirect costs is subject to the availability of funds and statutory or administrative restrictions.

Where a federal program has a specific cap on the percentage of administrative costs that may be charged to a grant, that cap must include all direct administrative charges as well as any recovered indirect charges.

Legal References

2 CFR § 200.413
2 CFR § 200.56
2 CFR Subpart D
34 CFR § 75.564
34 CFR § 76.569

Description

Direct Costs
Indirect (Facilities & Administrative (F&A)
Costs
Post Federal Award Requirements
Reimbursement of Indirect Costs
Using the Restricted Indirect Cost Rate

Cross References Code

7230
7236

7400
7400-P(1)
7400-P(2)
7400-P(3)
7400-P(4)

Description

Miscellaneous Procurement Standards
Employees Paid with Federal Funds and
Unexpected or Extraordinary Closures
Miscellaneous Procurement Standards
Miscellaneous Procurement Standards
Miscellaneous Procurement Standards
Miscellaneous Procurement Standards
Miscellaneous Procurement Standards



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Policy 7220: Documentation and Approval of Claims

Status: PROPOSED

Original Adopted Date: [REDACTED]

Last Reviewed Date: [REDACTED]

All financial obligations and disbursements must be documented in compliance with the statutory provisions and audit guidelines. The documentation will specifically describe acquired goods and/or services, the budget appropriations applicable to payment, and the required approvals. All purchases, encumbrances and obligations, and disbursements must be approved by the administrator designated with the authority, responsibility, and control over the budget appropriations. The responsibility for approving these documents should not be delegated.

The IDLA Operations Team will be responsible for developing the procedures and forms for requisition, purchase, and payment of claims.

Policy 7225: Financial Fraud and Theft Protection**Status:** PROPOSED**Original Adopted Date:** [REDACTED]**Last Reviewed Date:** [REDACTED]

All IDLA employees, Board Members, consultants, vendors, contractors, and other parties maintaining a business relationship with the organization shall act with integrity and due diligence in matters involving IDLA fiscal resources.

The Superintendent or designee shall be responsible for developing internal controls to prevent and detect fraud, financial impropriety, and fiscal irregularities within the organization. Every member of IDLA's administrative team shall be alert for any indication of fraud, financial impropriety, or irregularity within his or her areas of responsibility.

The Superintendent or designee shall investigate reports of fraudulent activity in a manner that protects the confidentiality of the parties and the facts. All employees involved in the investigation shall be advised to keep information confidential. While investigating and responding to financial fraud allegations, the Superintendent, designee, or Chair of the Board will prioritize avoiding possible retaliation or reprisals.

Staff Responsibilities

Any employee who suspects financial fraud, impropriety, or irregularity has occurred shall immediately report those suspicions to their immediate supervisor and/or the Superintendent or designee, who shall be primarily responsible for initiating necessary investigations. Additionally, the Superintendent or designee shall coordinate investigative efforts with IDLA's legal counsel, auditing firm, and other internal or external departments and agencies, including the county prosecutor's office and law enforcement officials, as the Superintendent or designee may deem appropriate.

Employees who believe they have suffered reprisal, retaliation, or discrimination for a report under this policy shall report the incident(s) to the Superintendent or designee. The Board will attempt to ensure that no employee who makes such a report will suffer any form of reprisal, retaliation, or discrimination for making the report. Employees are prohibited from preventing or interfering with those who make good-faith disclosures of misconduct. This policy shall not apply when an employee knowingly makes a false report.

If the concern or complaint involves the Superintendent, the matter shall be brought to the attention

of the Chair of the Board, who is hereby empowered to contact IDLA's legal counsel, auditing firm, and any other agency to investigate the concern or complaint.

Definition

As used in this policy, "fraud" refers to intentionally misrepresenting, concealing, or misusing information in an attempt to commit fiscal wrongdoing. Fraudulent actions include, but are not limited to:

1. Behaving in a dishonest or false manner concerning IDLA assets, including theft of funds, securities, supplies, or other IDLA properties;
2. Forging or altering financial documents or accounts illegally or without proper authorization;
3. Improper handling or reporting of financial transactions;
4. Personally profiting as a result of insider knowledge;
5. Disregarding confidentiality safeguards concerning financial information;
6. Violating Board conflict of interest policies; and
7. Mishandling (destroying, removing, or misusing) financial records of IDLA assets.

Internal Controls

The following internal controls shall be a regular practice of IDLA to prevent the possibility of fraud:

1. **Budgetary Transfers:** The HR/Finance Manager initiates transfers of appropriations. The Director of Operations reviews and approves these transfers. All approved transfers are documented and shared with the appropriate staff.
2. **Receipts:** The HR Specialist collects payments, and the Financial Specialist issues and tracks numbered receipts for all checks received.
3. **Checks and Payment Records:** The Senior Financial Specialist prepares and cuts checks. The Director of Operations reviews and approves the check register. Signature stamps, if used, are securely held, and a log of all checks is maintained.
4. **Audits:** A person outside the core business office functions will periodically audit the check register and other financial records to ensure accuracy and transparency.
5. **Background Checks:** IDLA performs full reference and criminal background checks for potential Operations Team hires and others in sensitive financial roles.
6. **Separation of Duties:** Financial tasks are intentionally divided among multiple team members to reduce the risk of fraud or error through oversight and accountability.

Policy 7000: Goals**Status: PROPOSED****Original Adopted Date:** **Last Reviewed Date:**

Since educational programs depend on adequate funding and the proper management of those funds, IDLA's goals can best be attained through efficient fiscal management. As the party responsible for local, State, and federal funds allocated for use in public education, the Board shall fulfill its responsibility to see that funds are used to achieve the purposes intended.

Because of resource limitations, fiscal concerns often overshadow the educational program. Recognizing this, IDLA must take specific action to ensure that education remains primary. This concept shall be incorporated into Board operations and all IDLA management and operation aspects.

In IDLA's fiscal management, the Board seeks to achieve the following goals:

1. Engage in advance planning, with staff and community involvement, to develop budgets that will achieve the greatest educational returns in relation to dollars expended;
2. Establish levels of funding that shall provide superior education for IDLA's students;
3. Provide timely and appropriate information to staff who have fiscal responsibilities; and
4. Establish efficient procedures in all areas of fiscal management.

Legal References**Description**

IC § 33-701 et seq.

Fiscal Affairs of School Districts

IC § 33-5504

Duties of the Academy Board of Directors



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Policy 7100: Budget and Program Planning**Status:** PROPOSED**Original Adopted Date:** **Last Reviewed Date:**

The annual budget is evidence of the Board's commitment to the objectives of the instruction programs. The budget supports the immediate and long-range goals and established priorities within all areas: instructional, non-instructional, and administrative programs.

Before the presentation of the proposed budget for adoption, the Superintendent or designee shall prepare, for the Board's consideration, recommendations (with supporting documentation) which shall be designed to meet the needs of students within the limits of anticipated revenues.

Program planning and budget development shall provide for staff participation and the sharing of information with patrons prior to action by the Board.

Policy 7110: Budget Implementation & Execution Status: PROPOSED**Original Adopted Date:** [REDACTED]**Last Reviewed Date:** [REDACTED]

Once adopted by the Board, the Superintendent and his or her designees shall administer the operating budget. All actions of the Superintendent or designees in executing the programs and activities delineated in that budget are authorized according to these provisions:

1. Expenditure of funds for the employment and assignment of staff shall meet the legal requirements of the State of Idaho and adopted Board policies;
2. Funds held for contingencies may not be expended without approval from the Board;
3. A listing of warrants describing goods and services for which payment has been made must be presented for Board approval each month; and
4. Purchases shall be made according to the legal requirements of the State of Idaho and adopted Board policy.

Legal References**Description**

IC § 33-5209C

Enforcement - Revocation - Appeal

IC § 33-701 et seq.

Fiscal Affairs of School Districts

IC § 33-5504

Duties of the Academy Board of Directors



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Policy 7120: Budget Adjustments**Status: PROPOSED****Original Adopted Date:** [REDACTED]**Last Reviewed Date:** [REDACTED]

Any proposed budget amendments will be reviewed during a working session prior to the Annual Board meeting. The Director of Operations will provide a revised budget for the current year and will highlight the changes between the revised budget and the initially approved budget. The Board will review the budget adjustments for the year as a whole.

The Board Members will review the revised budget during the working session of the annual meeting. Approval of the revised budget will be conducted through a vote during the business meeting that follows the working session.

Prior to the final vote on a budget amendment proposal, notice shall be posted and published once in the manner prescribed by Idaho law. The meeting to adopt a budget amendment shall be open and shall provide the opportunity for any taxpayer to appear and be heard. Budget procedures shall be consistent with statutory requirements.

With timely notice of a public meeting, Board Members, by 60 percent of the members of the Board of Directors, may declare by resolution that a budget amendment is necessary to reflect the availability of funds and the requirements of IDLA. Budget amendments are specifically authorized by IC § 33-701.

Legal References**Description**

IC § 33-701

Fiscal Year - Payment and Accounting of Funds

IC § 33-5504

Duties of the Academy Board of Directors



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Policy 7200: Accounting System Design**Status: PROPOSED****Original Adopted Date:** **Last Reviewed Date:**

IDLA's accounting system shall be established to present, with full disclosure, the financial position and results of the financial operations of IDLA funds and account groups in conformity with generally accepted accounting principles. The accounting system must comply with the accounting system requirements established by legislative action. It shall be possible to demonstrate the accounting system's compliance with finance-related legal and contractual provisions.

Policy 1500: Board Meetings**Status: PROPOSED****Original Adopted Date:** **Last Reviewed Date:** Meeting Defined

A meeting is defined as the convening of the Board of Directors to make a decision or to deliberate toward a decision on any matter. Directors may participate in IDLA Board meetings via electronic means, including telephonic or video conferencing devices, provided at least one Member of the Board of Directors or the Superintendent is physically present at the meeting location.

Regular Meetings

Regular meetings shall be held at 10:00 AM on the second Tuesday of each month.

Emergency Meetings

In the event of an emergency involving possible personal injury or property damage, immediate financial loss, or the likelihood of injury, damage, or loss, the Board may meet immediately and take official action without prior notification when the notice requirements would make such notice impracticable or increase the likelihood or severity of such injury, damage, or loss; and the reason for the emergency is stated at the outset of the meeting.

Budget Meetings

On or before the first Monday in July, the Board shall prepare a budget and hold a public hearing. At such a public hearing or a special meeting held no later than 14 days after the public hearing, the Board shall adopt a budget for the ensuing year. Notice of the budget hearing shall be posted and published as prescribed in I.C. § 33-5504B. From the time noticed, a copy of the budget shall be available for public inspection during regular business hours.

Special Meetings

Unless the Articles or Bylaws provide otherwise, the Board Chair, the Superintendent, or 20% of the Directors may call and give notice of a special meeting. If the time and place of special meetings has not been determined at a meeting of the Board with all Members present, then written notice of a special meeting, stating the purpose of the meeting, shall be delivered to each Director

not less than 24 hours before the time of the meeting. Such written notice shall be posted conspicuously at the IDLA Office. Business transacted at a special meeting will be limited to that stated in the notice of the meeting.

Pursuant to Idaho Code, upon a 2/3 roll call vote recorded in the minutes of the meeting, the Board may hold an executive session after the Board Chair has expressly identified the specific legal authorization for holding an executive session and provided sufficient detail to identify the general purpose and topic of the executive session. However, the information provided shall not compromise the purpose of going into an executive session. Only in the event that Board vacancies, and not absences, prevent a 2/3 majority from being present, a simple majority vote to enter executive session may be called.

An executive session may be held for, and only for, the following purposes:

1. To consider hiring a public officer, employee, staff member, or individual agent wherein the respective qualities of individuals are to be evaluated to fill a particular vacancy or need. Please note this does not apply to filling a vacancy in an elective office or deliberations about staffing needs in general.
2. To consider the evaluation, dismissal, or disciplining of or to hear complaints or charges brought against a public officer, employee, staff member, agent, or student.
3. To acquire an interest in real property that a public agency does not own.
4. To consider records exempt from public disclosure.
5. To consider preliminary negotiations involving matters of trade or commerce in which the Board is in competition with other governing bodies in other states or nations.
6. To communicate with legal counsel and discuss any legal ramifications and/or options for pending litigation or possible legal controversies not yet litigated. The presence of legal counsel at an executive session is not sufficient to satisfy this requirement.
7. To communicate with a representative of IDLA's risk management or insurance provider to discuss a pending claim or prevention of a possible claim to be filed. The presence of a risk management or insurance provider at an executive session is not sufficient to satisfy this requirement.

No action may be held for the purpose of taking any final action or making any final decisions except for deciding to place a certified professional employee on probation or taking action on a student disciplinary hearing.

If only an executive session is held, a 24-hour meeting and agenda notice shall include the date, time, place, items to be discussed, and the specific provision of law authorizing the executive session. The Board will not change the subject within the executive session to any not identified within the motion to enter executive session or to any topic for which an executive session is not provided.

Legal References	Description
IC § 30-30-612	Idaho Nonprofit Corporation Act - Directors and Officers - Regular and Special Meetings
IC § 30-30-614	Idaho Nonprofit Corporation Act - Directors and Officers - Call and Notice of Meetings
IC § 33-1273	Teachers - School Districts – Professional Employees - Negotiations
IC § 33-205	Denial of School Attendance
IC § 74-202	Open Public Meetings – Definitions
IC § 74-203	Governing Bodies--Requirement for Open Public Meetings
IC § 74-204	Notice of Meetings
IC § 74-205	Written Minutes of Meetings
IC § 74-206	Executive Sessions – When Authorized
IC § 33-5503	Academy Board of Directors
IC § 33-5504	Duties of the Academy Board of Directors
IC § 33-5504B	Expenditures - Budget

Policy 1500-P(1): Board Meetings**Status:** PROPOSED**Original Adopted Date:** **Last Reviewed Date:** Agenda

The Superintendent and Board Chair shall prepare the agenda for any Board meeting. Items submitted by the Board Chair or at least two Board Members shall be placed on the agenda. The clerk, administration, or patrons of IDLA may also suggest inclusions on the agenda. The Superintendent must receive such suggestions at least ten days before the Board meeting unless of immediate importance, in which event the Superintendent will make reasonable efforts to review such suggestions. Individuals who wish to address the Board must also notify the Superintendent, in writing, of the request. The request must include the reason for the appearance. Citizens wishing to make brief comments about IDLA programs, procedures, or items on the agenda need not request placement on the agenda and must follow the procedure established for public input at Board meetings.

Regular Meeting Agendas

A 48 hour agenda notice shall be required in advance of each regular meeting. Notices and agendas must be posted in a prominent place at the principal IDLA office or, if no such office exists, at the building where the meeting is to be held. All meeting notices and agendas must be posted on the IDLA website.

Special Meeting Agendas

Special meetings require a 24-hour meeting and agenda notice. At a minimum, the agenda notice shall include the meeting date, time, and place. The Board secretary or designee shall maintain a list of the news media requesting notification of meetings and shall make a good-faith effort to provide advance notification to them of the time and place of each meeting. All meeting notices and agendas must be posted on the IDLA website.

Amending Agendas

An agenda may be amended as allowed by Idaho Code and provided that a good-faith effort is made to include, in the original agenda notice, all items known to be probable items of discussion.

Order of Business

The Board Chair and Superintendent will determine the order of business with input from the Board. Upon consent of the majority of the Members present, the order of business at any meeting may be changed.

Consent Agenda

To expedite business at a Board meeting, the Board approves the use of a consent agenda, which includes those items considered to be routine in nature. A Member of the Board may remove any item that appears on the consent agenda. The remaining items will be voted on by a single motion. The approved motion will be recorded in the minutes, including a listing of all items appearing on the consent agenda.

Action Items

All agenda items that require a vote shall be identified as such. Final action may not be taken on agenda items added after the start of a meeting unless an emergency is declared necessitating action at that meeting. The declaration and justification shall be reflected in the Board minutes. For purposes of this section, an emergency is as defined by Idaho Code § 74-204(2).

Minutes

The clerk shall keep written minutes of all open Board meetings, which the Chair and the clerk shall sign. The minutes shall include:

1. The date, time, and place of the meeting;
2. The presiding officer;
3. Board Members recorded as absent or present;
4. All motions, resolutions, orders, or ordinances proposed and their disposition;
5. The results of all votes, and upon the request of a Member, the vote of each Member, by name;
6. Legal basis for recessing into executive session; and
7. Time of adjournment.

When issues that may require a detailed record are discussed, the Board may direct the clerk to record the discussion verbatim.

Unofficial minutes shall be delivered to Board Members in advance of the next regularly scheduled meeting of the Board. Minutes need not be read publicly, provided that Members have had an opportunity to review them before adoption. A file of permanent minutes of Board meetings shall be maintained in the office of the clerk and made available to the public within a reasonable period of time after a meeting.

Minutes of Executive Session

The clerk shall keep written minutes of executive sessions. Said minutes shall be limited to a specific reference to the Idaho code subsection authorizing the executive session and sufficient detail to provide the general subject matter to identify the purpose and topic of the executive session. The roll call vote to go into executive session shall be recorded in the minutes. The minutes shall not contain information that would compromise the purpose of going into executive session.

Quorum

No business shall be transacted at any meeting of the Board unless a quorum of the Members is present. A majority of the full membership of the Board shall constitute a quorum. A majority of the quorum may pass a resolution.

Meeting Conduct and Order of Business

General rules of parliamentary procedure are used for every Board meeting. The most current edition of Robert's Rules of Order may be used as a guide at any meeting. The order of business shall be reflected on the agenda. The use of proxy votes shall not be permitted. Voting rights are reserved to those Board Members in attendance. Voting shall be by acclamation or show of hands.

Legal References	Description
IC § 30-30-612	Idaho Nonprofit Corporation Act - Directors and Officers - Regular and Special Meetings
IC § 30-30-614	Idaho Nonprofit Corporation Act - Directors and Officers - Call and Notice of Meetings
IC § 74-202	Open Public Meetings - Definitions
IC § 74-203	Governing Bodies - Requirement for Open Public Meetings
IC § 74-204	Notice of Meetings
IC § 74-205	Written Minutes of Meetings
IC § 74-206	Executive Sessions - When Authorized
IC § 33-5504B	Expenditures - Budget

Policy 1510: Open Meeting Law Compliance and Cure Status: PROPOSED**Original Adopted Date:** **Last Reviewed Date:** Formation of Public Policy at Open Meetings

IDLA recognizes that the formation of public policy is public business and shall not be conducted in secret. IDLA further recognizes that the goal of the Open Meeting Law is compliance and that to achieve compliance, IDLA must be able to correct errors.

Violations

In the event that an action, deliberation, or decision-making that leads to an action, that occurs at any meeting fails to comply with the guidelines outlined in Idaho's Open Meeting laws, such action shall be null and void.

The Board may self-recognize an open meeting violation or receive written notice of an alleged violation from the Clerk of the Board. A civil complaint filed and served upon the Board may serve as written notice.

The failure to cure violations may result in penalties as provided in Idaho Code § 74-208.

Cure Provision

The Board may cure violations as prescribed by Idaho Code § 74-208(7).

Ratification

Any suit brought for the purpose of having an action or decision declared null and void must be commenced within 30 days of the decision or action that results from an open meeting violation. Actions taken in violation of the Open Meeting Law are not void unless they are challenged within 30 days. Even where an action is not challenged within 30 days, it is the best practice to cure any known violation by holding a meeting per the law to ratify a decision or action resulting from an open meeting violation.

Legal References**Description**

146 Idaho 656 (2009)	City of McCall v. Buxton
IC § 30-30-708	Idaho Nonprofit Corporation Act - Amendment of Articles of Incorporation and Bylaws - Amendment of Bylaws by Directors
IC § 74-201	Formation of Public Policy at Open Meetings
IC § 74-202	Open Public Meetings – Definitions
IC § 74-203	Governing Bodies--Requirement for Open Public Meetings
IC § 74-204	Notice of Meetings

Policy 1600: Code of Ethics for School Board Members Status: PROPOSED**Original Adopted Date:** **Last Reviewed Date:**

As a member of the Idaho Digital Learning Alliance Board of Directors, I will strive to improve student achievement in public education, and to that end, I will:

1. Attend all regularly scheduled Board meetings insofar as possible, having read my packet, ensuring that I am informed about the issues to be considered at the meetings;
2. Recognize that the Board must comply with the Open Meeting Law and only has authority to make decisions at official Board meetings;
3. Make all decisions based on the available facts and my independent judgment and refuse to surrender that judgment to individuals or special interest groups;
4. Understand that the Board makes decisions as a team. Individual board members may not commit the Board to any action unless so authorized by official Board action;
5. Recognize that decisions are made by a majority vote and the outcome should be supported by all Board Members;
6. Acknowledge that policy decisions are a primary function of the Board and should be made after full discussion at publicly held Board meetings, recognizing that authority to administer policy rests with the Superintendent;
7. Be open, fair, and honest – to have no hidden agendas and respect the right of other Board Members to have opinions and ideas that differ from mine;
8. Recognize that the Superintendent is the Board’s advisor and should be present at all meetings, except where the Superintendent is the subject matter or where the Superintendent’s presence is a conflict of interest. Further, the Superintendent shall not be present during any Board deliberation regarding a student expulsion hearing or when the Board deliberates regarding a teacher non-renewal or termination advanced by the administration;

9. Understand the chain of command and refer problems or complaints to the proper administrative office while refraining from communications that may create conditions of bias should a concern ever rise to the attention of the Board as a hearings panel;
10. Keep abreast of significant developments in educational trends, research, and practices by individual study and through participation in programs providing such information;
11. Respect the right of the public to be informed about IDLA decisions and operations;
12. Understand that I will receive information that is confidential and cannot be shared;
13. Give staff the respect and consideration due skilled, professional employees and support the employment of those best qualified to serve as IDLA staff while insisting on regular and impartial evaluation of all staff;
14. Present personal criticism of IDLA operations to the Superintendent, not to IDLA staff or a Board meeting;
15. Refuse to use my Board position for personal or family gain or prestige. I will announce any conflicts of interest before Board action is taken;
16. Remember always that my first and greatest concern must be the educational welfare of the students attending IDLA; and
17. Discharge my duties in good faith, with reasonable care, and in a manner that I believe to be in the best interests of IDLA.

Director Signature: _____ Date: _____

Legal References	Description
IC § 30-30-618	Idaho Nonprofit Corporation Act - Directors and Officers - General Standards for Directors
Other References	
Office of the Attorney General	Ethics in Government Manual, July 2019 (last accessed 10/21/2019)

Policy 1610: Board Member Conflict of Interest**Status: PROPOSED****Original Adopted Date:** **Last Reviewed Date:**

A Director may not:

1. Use the Director's official power to further the Director's own interests;
2. Have a pecuniary interest directly or indirectly, except a remote interest, in any contract or other transaction pertaining to the maintenance or conduct of IDLA. A "remote interest" means:
 - A. The Director is a non-salaried employee of a nonprofit corporation that is the contracting party;
 - B. The Director is an employee or agent of a contracting party where the compensation of the Director as an employee or agent consists entirely of fixed wages or salary;
 - C. The Director is a landlord or tenant of a contracting party; or
 - D. The Director is a holder of less than one percent of the shares of a corporation or cooperative, a contracting party, and the Director discloses such remote interest to the Board of Directors. The Director may not, under any circumstances, be employed by IDLA;
3. Accept any reward or compensation for services rendered as a Director, except as expressly provided by law;
4. Accept and award contracts involving IDLA to businesses in which a Director or person related to them by blood or marriage within the second degree has a direct or indirect interest except when the procedures outlined in I.C. §§ 18-1361 or 18-1361A are followed;
5. Enter into or execute any contract with the spouse of any Director, the terms of which require the payment or delivery of any IDLA funds, money, or property to such spouse, except as provided in Idaho Code § 18-1361 and 18-1361A;
6. Employ the spouse of a Director when such employment requires or will require the payment or delivery of IDLA funds, money, or property to such spouse except when the procedures outlined in I. C. § 33-5204(5)(c) are followed as outlined in Policy 1615;

7. Be involved in the employment decision of a relative related by affinity or consanguinity within the second degree. The Director shall be absent from the meeting while such employment is being considered and/or determined;
8. Vote on any decision affecting the compensation, benefits, individual performance evaluation, or disciplinary action related to a Director's spouse.
9. Enter into a contract in the Director's individual capacity, the effect of which is to create a personal interest that may conflict with the officer's public duty;
10. Be a purchaser or vendor at any sale or purchase made by the Director in the Director's official capacity;
11. Use public funds or property to obtain a pecuniary benefit for themselves;
12. Solicit, accept, or receive a pecuniary benefit as payment for services, advice, assistance, or conduct customarily exercised in the course of the Director's official business;
13. Use or disclose confidential information gained in the course of or because of the Director's official position or activities in any manner with the intent to obtain a pecuniary benefit for the Director or any other person or entity in whose welfare the Director is interested or with the intent to harm IDLA;
14. Appoint or vote for the appointment of any person related to him or her by blood or marriage within the second degree to any clerkship, office, position, employment, or duty when the salary, wages, pay, or compensation of such appointee is to be paid out of public funds or fees of office; or appoint or furnish employment to any person whose salary, wages, pay, or compensation is to be paid out of public funds or fees of office, and who is related by either blood or marriage within the second degree to any other public servant making or voting for such appointment.

Legal References	Description
IC § 18-1359	Use Public Position for Personal Gain
IC § 18-1361	Self-Interest Contracts - Exception
IC § 18-1361	A Non-compensated Appointed Public Servant – Relative of Public Servant – Exceptions
IC § 33-5204	Nonprofit Corporation — Liability — Insurance
IC § 33-5204A	Applicability of Professional Codes and Standards – Limitations upon Authority
IC § 74-501	Officers Not to be Interested in Contracts

IC § 74-502

IC § 74-503

IC § 33-5504A

Cross References

[1615](#)

Remote Interests

Officers Not to be Interested in Sales

Governmental Entity.

Description

Director Spouse Employment

Policy 1615: Director Spouse Employment**Status: PROPOSED****Original Adopted Date:** [REDACTED]**Last Reviewed Date:** [REDACTED]

It is generally unlawful for a Director to have their spouse employed by IDLA in any paying position whereby such employment would require the payment or delivery of any IDLA funds, money, or property to their spouse.

However, Directors at IDLA who annually meet the following criteria may have a spouse employed by IDLA under the following conditions:

1. IDLA had a fall enrollment of 1,200 or fewer students in the prior school year;
2. The spouse will be employed in a nonadministrative position;
3. The position has been listed as open for application on IDLA's website or in a local newspaper for at least 60 days unless the opening occurred during the school year, in which case the position must have been listed as open for at least 15 days;
4. No applications were received that met the minimum certification, endorsement, education, or experience requirements of the position except for the Director's spouse; and
5. The Director abstained from voting on the spouse's employment and was absent from the meeting while such employment was being considered and determined.

The above five criteria must be met each subsequent school year where the Director's spouse is employed. Additionally, the following provisions are applicable in such situations:

1. Throughout the spouse's employment, the Director shall abstain from voting in any decision that affects the compensation, benefits, individual performance evaluation, or disciplinary action relating to the spouse and shall be absent from the meeting while such issues are being considered. Such limitation shall include a prohibition on voting and attendance concerning the following subject matters:
 - A. Negotiations regarding compensation and benefits;
 - B. Discussion and negotiation with IDLA benefits providers; and

C. Any matters relating to the spouse and letters of reprimand, direction, probation, non-renewal, or termination.

2. Regardless of spouse employment status, the Director may participate in deliberations and vote upon IDLA's annual fiscal budget and annual audit report;

3. Should the spouse of a Director be hired as a certificated teacher, notwithstanding any other policy or law to the contrary, such spouse may only be employed under a Category 1 annual contract pursuant to section 33- 514A, Idaho Code, and so long as the status of Director and spouse employee remains, shall not progress to subsequent contract stages with IDLA.

Legal References

IC § 33-5204

Description

Nonprofit Corporation — Liability — Insurance

Cross References

[1610](#)

Description

Board Member Conflict of Interest

Supplemental Report to the Board

April 8, 2025

Superintendent Simmons

Staffing

Now Hiring!

IDLA has applications open for our Region 4 Regional Support Specialist position. More information about this position can be found on the [IDLA website](#). The spring semester is also when our Supervision and Instruction Team recruits and fills most of our Part-Time Teacher and Part-Time Principal positions. We will have an update on their progress and a list of candidates to approve at the May Board meeting.

Student Success

Cost-Effective Opportunities for Idaho Families

Two data points we are sharing with our legislators and State Board members this spring are ways that we have helped lower costs for students participating in our program. While lowering costs doesn't directly lead to student success, it does help us ensure that IDLA is accessible to all students in the state. I think both of these data points are pretty powerful in demonstrating the value and return on investment of the IDLA program.

IDLA's Dual Credit program saved families \$3,216,047 in college tuition last year. The cost of college credit through dual credit is \$75. The average cost of a college credit for a full-time college student is \$255. We are proud to provide opportunity to students at a significant savings!

Our Curriculum Team continues to find ways to lower costs for students, as well. Previous to this year, our Fundamentals of Health Professions course required students to purchase a textbook that cost around \$46. The team revised this course to use free, open education resources. We project this provided a total savings of \$32,364 for Idaho families just this year!



News

Officiating Youth Sports

Our mighty Communications Team has been hard at work sharing the word about opportunities available through IDLA. In March, a story about students benefiting from our Officiating Youth Sports course was picked up by both the [Bonner County Bee](#), and in a series of morning

segments on KIVI-TV. We are also working to coordinate a radio interview with a student that will air later this month.

Events



DLAC

Jeff, Monte, and Valerie attended the Digital Learning Annual Conference (DLAC) in February. Jeff had the opportunity to be part of panel discussing the support needs for online learners. Valerie and Jeff also presented IDLA's Communication Plan to a packed room of educators looking to create a similar plan of their own. We appreciate the support of our Board in being able to innovate and then share what we are doing with our peers.

ASU/GSV

At the time of this meeting, Jeff and Ryan are attending ASU/GSV in San Diego. This conference brings together the leaders in technology and education around the country. We are grateful for the scholarship provided through VLLA that allows us to attend this event. With a heavy focus on AI, attending this event will enable us to make sure IDLA stays at the forefront of education technology.

9199 W. Blackeagle Drive, Boise, ID

Falcon Court Building, in Blackeagle Center



SPACE DETAILS

SPACE: 6,056 SF
AVAILABLE: Occupied. Available January '25
ACCESS: Private entry on south side
LAYOUT: Excellent exterior building signage. Reception, open work area, multiple offices and work rooms. Call to schedule a tour.

PROPERTY FEATURES

BLDG TYPE: Office
BLDG SIZE: 12,369 Square Feet
FLOORS: Single Story
PARKING: 5/1,000 SF Leased, included
LEASE TYPE: Full Service, Less Tenant Janitorial
ZONING: City of Boise, L-OD/DA
OWNER: Sundance Investments, L.L.L.P.

HIGHLIGHTS

- Office building
- Professional Blackeagle Center, 45 acres park provides abundant service and food amenities in close proximity
- Excellent building signage available
- Generous parking included
- Public bus stop adjacent to business park
- Close freeway access at both Overland (exit 50A/B) and Franklin Road (exit 49)
- Owned and managed by Sundance, extremely responsive property management

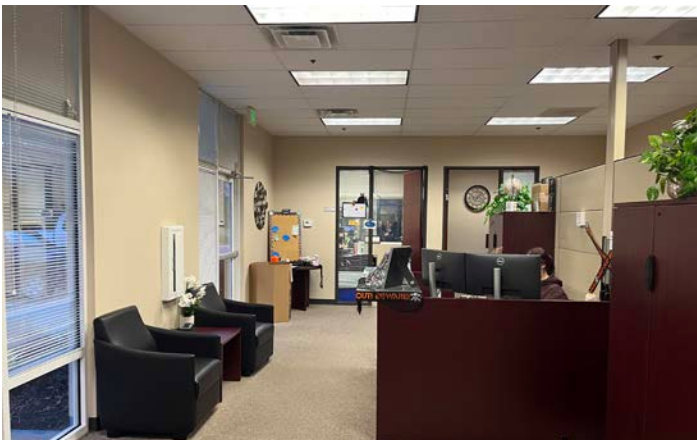
Call: 208-322-7300

WWW.SUNDANCECO.COM



9199 W. Blackeagle Drive, Boise, ID

Falcon Court Building, in Blackeagle Center



Call: 208-322-7300

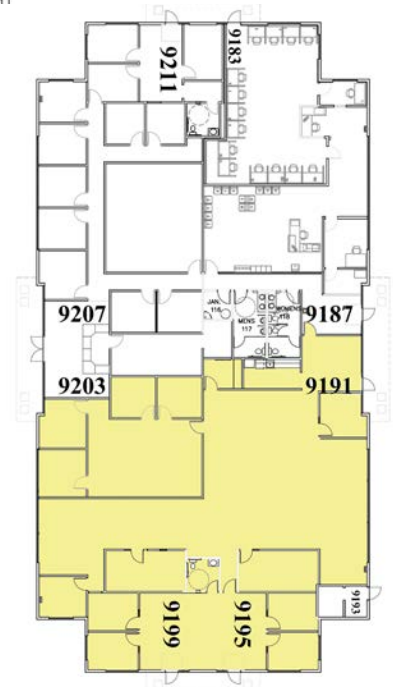
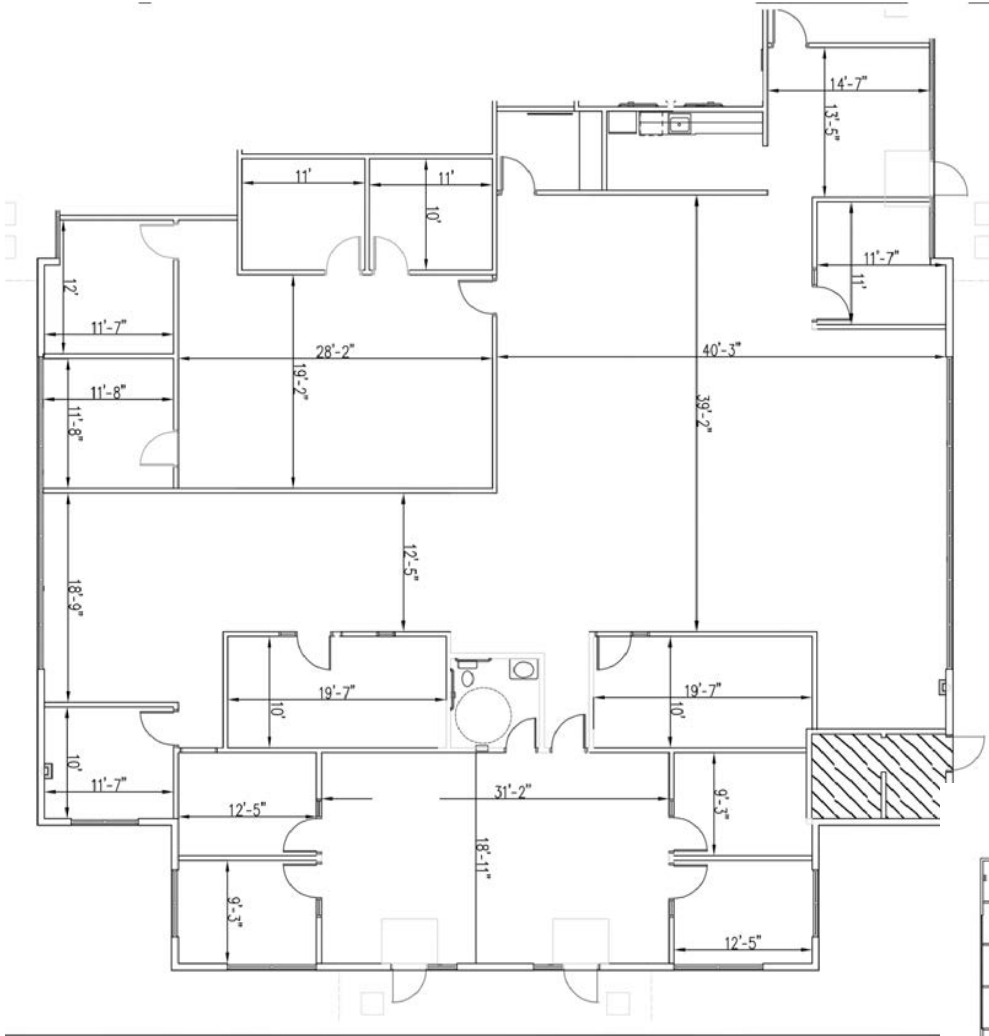
WWW.SUNDANCECO.COM



9199 W. Blackeagle Drive, Boise, ID

Falcon Court Building, in Blackeagle Center

Floor Plan 6,056 SF



Call: 208-322-7300

WWW.SUNDANCECO.COM



PLATFORM LICENSE AND DISTRIBUTION AGREEMENT

This Platform License and Distribution Agreement (“**Agreement**”), dated Feb 28 2025 04:39 PST (“**Effective Date**”), is between Idaho Digital Learning Alliance, an entity created and existing under the Idaho Digital Learning Academy Act of 2002 (I.C. 55-3501 et seq.), with its principal place of business at P.O. Box 10017, Boise, Idaho 83707 (“**IDLA**”), and LearningMate Solutions, Inc., a New Jersey corporation with its principal place of business at 100 Canal Point Blvd, Suite 123, Princeton, New Jersey 08540 (“**LearningMate/Reseller/ Licensee**”).

IDLA owns the proprietary Clarity data platform (“**Platform**”), which provides support to teachers and educators. IDLA and Licensee previously partnered to develop the Platform, and Licensee now wishes to obtain a license to use the Platform to distribute, promote, market, commercialize and sublicense the Platform to its clients or end users on and subject to the terms and conditions of this Agreement. IDLA wishes to grant such a right to distribute to Licensee. Therefore, the parties agree as follows:

1. Definitions.

(a) “**Documentation**” means IDLA’s user manuals, handbooks, and guides relating to the Platform provided by IDLA to Licensee either electronically or in hard copy form.

(b) “**End User**” means a customer that accesses the Platform in accordance with the EULA for its own use and not for transfer or resale of any kind.

(c) “**End User Information**” means any information collected, received, processed, or maintained by or on behalf of Licensee from or relating to any End User in connection with the Platform or its obligations under this Agreement.

(d) “**EULA**” means IDLA’s then current end-user license agreement setting forth the terms and conditions of an End User’s permitted use of Platform, which EULA shall be used by Licensee to sublicense the Platform to third parties. In the event of conflict between the EULA and this Agreement, this Agreement shall govern.

(e) “**IDLA Marks**” means the IDLA trade names, trademarks, service marks, logos, domain names, and other distinctive brand features as implemented in the Platform.

(f) “**IDLA Properties**” means the Platform, Documentation, IDLA Marks, Marketing Materials, IDLA’s Confidential Information, APIs (Application Programming Interfaces), and other technologies, information (including any End User Information), and materials provided by IDLA to Licensee to enable Licensee to market, distribute, promote or license, or provide maintenance, support, or other services for the Platform.

(g) “**Licensee Components**” means any Licensee-owned materials, software, documents, data, content, specifications, products, equipment, or other components.

(h) “**Loss**” means any losses, liabilities, demands, judgments, awards, damages, fines, fees, penalties, costs and expenses (including litigation and arbitration costs and attorneys’ fees).

(i) “**Marketing Materials**” means any advertising, promotional, or marketing materials for or relating to the Platform that IDLA may make available to Licensee from time to time during the Term.

(j) **“Platform Open Source Components”** means any open source software provided with or incorporated into the Platform, including any available under the GNU Affero General Public License (AGPL), GNU General Public License (GPL), GNU Lesser General Public License (LGPL), Mozilla Public License (MPL), Apache License, BSD licenses, or any other license that is approved by the Open Source Initiative.

(k) **“Source Code”** means, as it pertains to the Platform, those statements in a computer language which, when processed by a compiler, assembler or interpreter, become executable by a computer and includes, without limitation, all comments, notes, flow charts, decision tables, argument lists and other human readable references relating to the operation, purpose, compilation, assembly or interpretation thereof.

(l) **“Third-Party Materials”** means all materials and information in any form or medium, including any Platform Open Source Components or other software, documents, data, content, specifications, products, equipment, or components of or relating to the Platform, that are not proprietary to IDLA.

2. Grant of Rights.

- (a) **License Grants.** Subject to and conditioned on Licensee’s payment of Fees and compliance with all other terms and conditions of this Agreement, IDLA grants Licensee a revocable, worldwide right and license to: (i) demonstrate and distribute the Platform, including the Source Code, to End Users solely for use under the EULA, either as a stand-alone or in incorporation of support services; (ii) use the IDLA Marks, and reproduce and distribute Marketing Materials, solely to market and promote the Platform under this Agreement in accordance with IDLA’s then-current quality control, usage, and other IDLA Mark guidelines as updated by IDLA from time to time; (iii) use, copy, reproduce, and distribute the Documentation, in whole or in part, solely in support of the sale, distribution, and sublicensed use of the Platform by End Users; and (iv) sublicense, market, distribute, and otherwise commercialize the Platform to third parties.
- (b) **Order Process; Terms of Use.** The access to and use of the Platform permitted under this Agreement is subject to and conditioned upon LearningMate submitting to IDLA a separate written order for the Platform for each Customer/End User, in each case subject to written acceptance by IDLA. All access to and use of the Platform shall be made subject to a fully executed written EULA governing the license to the Platform as specified in Exhibit B.

(b) **Marketing Materials.** IDLA agrees to provide LearningMate with marketing materials, including but not limited to brochures, digital assets, and promotional content to assist in the promotion and sale of the IDLA Platform. IDLA shall be responsible to provide training and training material to LearningMate. In the event that Customer requests additional training to Customer’s employees and user (“Authorized Users”) on the proper use of the Clarity technology, LearningMate shall notify IDLA so that LearningMate and IDLA may establish mutually-agreeable terms for the provision of such services to Customer. Customers shall be solely responsible for each Authorized User’s compliance with the terms and conditions of the Terms of Use that are applicable to Authorized Users.

3. Use Restrictions.

- (a) **General.** Licensee shall not use the IDLA Properties for any purposes beyond the scope of the license granted in this Agreement. Except as otherwise expressly set forth in this Agreement, Licensee shall not at any time, directly or indirectly: (A) copy, modify,

or create derivative works of the IDLA Properties, in whole or in part, without prior written consent from IDLA or in a way that undermines the integrity of the Source Code or licensing of the Source Code or Platform; (B) rent, lease, lend, sell, sublicense, assign, distribute, publish, transfer, or otherwise make available the IDLA Properties; (C) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to the Source Code of the Platform, in whole or in part; (D) remove any proprietary notices from the IDLA Properties; or (E) use the IDLA Properties in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law.

- (b) **Trademark Use Restrictions.** All uses of the IDLA Marks, and all goodwill associated therewith, inures solely to IDLA's benefit. Licensee shall not use any IDLA Marks (whether individually or in combination, or in whole or in part): (A) in or in connection with the advertising, promotion, marketing, or distribution of any goods, services, or technologies other than the Platform; (B) as part of Licensee's corporate or trade name or any domain name; (C) in any way that may cause confusion, mistake, or deception; or (D) in any way that may dilute, tarnish, or otherwise diminish the IDLA Marks' distinctiveness, or jeopardize the reputation of or goodwill associated with the IDLA Marks, Platform, or IDLA or the validity of IDLA's ownership of the IDLA Marks or the registrations therefor.
- (c) **Platform Open Source Components.** The Platform may include Platform Open Source Components. Any use of Platform Open Source Components by Licensee is subject to and governed solely by the terms and conditions of the applicable open source license agreement(s).
- (d) **No Implied Rights.** IDLA reserves all rights not expressly granted to Licensee in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Licensee or any third party, any IP rights or other right, title, or interest in or to any of the Platform or other IDLA Properties. All uses in this Agreement of the terms "sell," "sale," "resell," "resale," "purchase," "price," and the like mean the grant of a license and shall not be deemed a sale of any copy of or rights in the Platform or other IDLA Properties: (i) in the case of Licensee, under this Agreement; and (ii) in the case of End Users, under the EULA. Nothing in this Agreement grants or conveys, or permits Licensee to grant or convey, any ownership right in any of the IDLA Properties or Third-Party Materials, or any article or copy thereof or IP rights therein, except for the limited rights and licenses granted under this Agreement.

4. Licensee Obligations.

- (a) **Production, Marketing, and Distribution.** At all times during the Term, Licensee shall take reasonable efforts, in accordance with this Agreement and at its own cost: (i) ensure that End Users receive, are aware of, and accept the terms and conditions of the EULA before using the Platform and promptly report to IDLA in writing any actual or suspected EULA non-compliance if Licensee becomes aware of such non-compliance; (ii) advertise, promote, market, and distribute the Platform to End Users using Licensee's best efforts to maximize the distribution of, licensing revenues from, and End-User satisfaction with, the Platform; (iii) before publicly disseminating or using any advertising, promotional, or Marketing Materials, supply a representative sample of such materials to IDLA for approval, which IDLA shall not unreasonably withhold; and (v) promptly give IDLA written notice of any notice, complaint, or claim of which Licensee becomes aware

concerning any data security breach, personal injury, property damage, or other injury alleged to have been caused, in whole or in part, by the Platform, or any use of the Platform under or in connection with this Agreement.

- (b) **End User Information.** Licensee shall at all times during the Term provide to IDLA, in such written, electronic, or other form as IDLA may reasonably request for purposes of administering or enforcing the licenses to the Platform, and providing Platform maintenance and support or other services to End Users, all End User Information collected or received by Licensee and, for any End User Information that includes personal information: (i) notify and, where required by applicable law, obtain the written consent of, all End Users that their information may be transferred or disclosed to IDLA for the foregoing purposes; (ii) maintain appropriate administrative, physical, and technical safeguards for the protection of the privacy, security, confidentiality, and integrity of such End User Information; and (iii) comply, and ensure that its employees, agents, and contractors comply, with all applicable laws regarding data privacy and security, required data breach notifications, and personal information.
- (c) **Indemnification.** Licensee shall indemnify, defend, indemnify and hold harmless IDLA from and against any Losses arising from or in connection with Licensee's promotion and distribution of the Platform, except to the extent that such Losses arise from IDLA's gross negligence, willful misconduct, or material uncured breach of this Agreement.
- (d) **Support.** If any additional service is requested by End User, Licensee shall provide all necessary support and security for the Platform to End Users at its sole discretion at an additional cost agreed with End User. IDLA shall not be responsible for any support or security of the Platform to Licensee, End Users or any third parties. If LearningMate requires additional support from IDLA in order to provide those services to its end-customers, IDLA and LearningMate may enter into a contract for that support.
- (e) **Fees.** For each order of any Platform distributed, Licensee shall pay IDLA the corresponding royalty fee for that Platform as set forth in Exhibit A ("**Fees**") upon receipt of payment from its End Users. Licensee may not take any deduction of Fees, credits, or allowances except as expressly agreed. The Fees are subject to change from time to time as expressly agreed by the parties. IDLA will notify the Licensee in writing of changes to its applicable fee list, and such changes will become effective 30 days following such notice. Licensee shall make all payments in US dollars on or before the due date set forth in Exhibit A. If Licensee fails to make any payment when due, in addition to all other remedies that may be available, and such failure continues for 15 days following written notice thereof, IDLA may prohibit access to the Platform towards unpaid license ordered until all past due amounts and interest thereon, if any have been paid, without incurring any obligation or liability to Licensee or any other person because of such prohibition of access to the Platform.
- (f) **Taxes.** All Fees and other amounts payable by Licensee under this Agreement are exclusive of taxes and similar assessments. Licensee is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Licensee under this Agreement, other than any taxes imposed on IDLA's income.

5. Auditing Rights and Required Records. Licensee shall maintain complete and accurate records in accordance with generally accepted accounting principles

during the Term and for a period of two years after the termination or expiration of this Agreement with respect to matters necessary for accurately determining amounts due under this Agreement. IDLA may, at its own expense, on reasonable prior notice, periodically inspect and audit Licensee's records with respect to matters covered by this Agreement. However, if such inspection and audit reveal that Licensee has underpaid IDLA with respect to any amounts due and payable during the Term, Licensee shall promptly pay the amounts necessary to rectify such underpayment. Licensee shall pay for the costs of the audit if the audit determines that Licensee's underpayment equals or exceeds 5% for any quarter. IDLA's inspection and auditing rights will extend throughout the Term of this Agreement and continue for a period of two years after the termination or expiration of this Agreement.

6. Confidentiality.

- (a) **Confidential Information.** From time to time during the Term, either party may disclose or make available to the other party information about its business affairs, products, data, knowledge, designs, system, techniques, methods, processes, know-how, confidential intellectual property, trade secrets, third-party confidential information, marketing, sales information and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential" (collectively, "Confidential Information"). The party making the disclosure is the "Disclosing Party," and the party receiving the disclosure is the "Receiving Party." Confidential Information does not include information that, at the time of disclosure is: (i) in the public domain; (ii) already known to the Receiving Party; (iii) rightfully obtained by the Receiving Party on a non-confidential basis from a third party; or (iv) independently developed by the Receiving Party without reliance on the Disclosing Party's Confidential Information.
- (b) **Obligations.** IDLA shall disclose to the Licensee only that of IDLA's Confidential Information as is reasonably necessary to enable the Licensee to fulfill its obligations under this Agreement, and Licensee shall disclose to IDLA only that of Licensee's Confidential Information that is reasonably necessary to enable IDLA to fulfill its obligations under this Agreement. The Receiving Party shall not use any of the Disclosing Party's Confidential Information for any purpose other than in connection with performing its obligations under this Agreement and the use must be in accordance with all terms and conditions of this Agreement or any limited licenses granted under this Agreement. The Receiving Party shall not disclose the Disclosing Party's Confidential Information to any person or entity, except to the Receiving Party's employees who have a need to know the Confidential Information for the Receiving Party to exercise its rights or perform its obligations under this Agreement and who are under a duty of confidentiality no less restrictive than the Receiving Party's duty under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) in order to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order first gives written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. The Receiving Party will protect the Disclosing Party's Confidential Information from unauthorized use, access, or disclosure in the same manner as the Receiving Party protects its own confidential or proprietary information of a similar nature and with no less than reasonable care.
- (c) **Return or Destruction.** On the expiration or termination of the Agreement, the Receiving Party shall promptly return to the Disclosing Party all copies, whether in

written, electronic, or other form or media, of the Disclosing Party's Confidential Information, or destroy all such copies and certify in writing to the Disclosing Party that such Confidential Information has been destroyed. Each party's obligations of non-disclosure regarding Confidential Information are effective as of the Effective Date and will expire five years from the date such Confidential Information is first disclosed to the Receiving Party. However, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. Intellectual Property Ownership. All right, title, and interest in and to the IDLA Properties and Third-Party Materials, including all intellectual property rights therein, are and will remain, respectively, with IDLA and the rights holders in the Third-Party Materials. Licensee has no right or license to any IDLA Properties or Third-Party Materials except as expressly licensed under this Agreement or the applicable third-party license, and subject to the requirements and restrictions set forth in this Agreement. All right, title, and interest in and to any LearningMate Property, including without limitation any intellectual property rights therein, but excluding any IDLA's Properties, are and will remain the exclusive property of LearningMate. LearningMate's Property means: (a) Programs; (b) Documentation; (c) specifications, systems; (d) confidential information; (e) pre-existing Intellectual property rights; and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by LearningMate in connection with this Agreement, (f) any feedback (including suggestions comments, improvements, ideas, etc.) that LearningMate provides to IDLA about Platform (excluding any information specific to IDLA's business); and (g) any and all look and feel, translations, copies, compilations, and derivative works related to the foregoing.

(i) To the extent either party combines or merges any LearningMate's Property with or into Platform, no such action shall operate to create a new work, joint work, or compilation or in any way alter exclusive ownership of Intellectual property rights of each party. The parties agree that neither party shall assert any such ownership claim for such joint work or compilation.

(ii) Any technology, inventions, discoveries, or intellectual property developed collaboratively by the Parties during the term of this Agreement shall be jointly owned by the Parties, on a pro rata basis based on relative contributions of each Party unless otherwise agreed in writing. Each Party shall have the right to use, license, and commercialize the jointly developed technology with the consent of the other Party, provided that any revenue generated shall be shared on a pro rata basis, or as otherwise specified in a separate agreement. The Parties agree to cooperate in protecting the jointly owned intellectual property, including filing for patents or other protections as appropriate. Costs associated with such protection shall be shared equally unless otherwise agreed. Any further development, modifications, or enhancements to the jointly owned technology shall also be considered joint ownership, and the terms of this clause shall apply.

(iii) When making modifications to the licensed Platform, the LearningMate's customer has the option to negotiate ownership of those paid modifications in the EULA, provided that the modifications do not violate or abridge any IDLA intellectual property rights or constitute derivative works of any kind.

(iv) If either of the parties uses the Intellectual Property Rights other than as allowed or becomes aware of any such potential unauthorized use, parties shall immediately provide with a notice of the facts and circumstances of such actual or potential unauthorized use to the other party.

(v) LearningMate will not incur any liability in respect of any licenses and material furnished by IDLA to End Users that infringes any United States copyright registered before the Effective Date. LearningMate shall not be liable for any damages, losses, or liabilities arising from or related to defaults, breaches, or non-compliance by any third party or End Users regarding licenses, agreements, or contracts that may impact the use or distribution of the Platform. IDLA acknowledges that any such third-party obligations are outside LearningMate's control, and LearningMate makes no representations or warranties regarding the compliance or performance of such third-party or End Users, provided that Learning Mate shall use best efforts to ensure End User compliance with the EULA. In no event shall this provision or any other provision herein be construed to create an obligation on the part of IDLA to indemnify LearningMate, any End User or any third party, as such would violate the Idaho Constitution.

8. Warranty; Authority.

- (a) LearningMate warrants to IDLA that: (i) LearningMate has full capacity, power, and authority to execute, deliver, and perform this Agreement; (ii) LearningMate's performance of this Agreement, and the promoting, marketing, selling, and supporting of the Platform in accordance with this Agreement will not violate any applicable laws, rules, regulations; and (iii) no consent, approval, or authorization of, or designation, declaration, or filing with, any government authority, applicable to the Territory, that has not been made or obtained by LearningMate before the Effective Date, is required in connection with the valid execution, delivery, and performance of this Agreement; and (iv) LearningMate is not and will not become a party to any agreement in conflict with this Agreement.
- (b) IDLA warrants to LearningMate that: (i) IDLA has full capacity, power, and authority to execute, deliver, and perform this Agreement; (ii) IDLA's performance of this Agreement, and the sale of the Technology in accordance with this Agreement will not, violate any applicable laws, rules, regulations, or third party's rights; (iii) no consent, approval, or authorization of, or designation, declaration, or filing with, any government authority, that has not been made or obtained by IDLA before the Effective Date, is required in connection with the valid execution, delivery, and performance of this Agreement by IDLA; (iv) IDLA is not and will not in the Territory become a party to any agreement in conflict with this Agreement; provided, however, that, for the avoidance of doubt and without limitation, IDLA will have the right to appoint LearningMate in the Territory or elsewhere; (v) IDLA has the right to license the Platform, and such license will not constitute a breach of law or any other agreement to which IDLA is a party, or by which IDLA is bound. (vi) the Platform, Code, Licensee Components and all Licensed Software shall perform substantially as described in its user manuals and other descriptions and specifications. Platform, Code, IDLA Properties and all Licensed Software will not contain any computer viruses or other code designed or intended to disable the functionality of any software or system, or otherwise designed or intended to adversely affect the operation of any systems or data of End Users; and (vii) IDLA will comply, and ensure that its employees, agents, and contractors comply, with all applicable laws regarding data privacy and security, required data breach notifications, and personal information.

9. Warranty Disclaimer. ALL IDLA PROPERTIES ARE PROVIDED “AS IS” AND IDLA DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. IDLA SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. IDLA MAKES NO WARRANTY OF ANY KIND THAT THE IDLA PROPERTIES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET LICENSEE’S OR ANY OTHER PERSON’S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE. ANY REPRESENTATIONS AND WARRANTIES OF OR RELATING TO THE PLATFORM MADE TO END USERS ARE MADE SOLELY UNDER THE TERMS AND CONDITIONS OF THE END USER’S EULA. ALL THIRD-PARTY MATERIALS ARE PROVIDED “AS IS”.

10. Limitations of Liability.

10.1 Exclusion of Indirect Damages. EXCEPT TO THE EXTENT SUCH DAMAGES ARISE FROM A PARTY’S GROSS NEGLIGENCE, WILLFUL MISCONDUCT, OR BREACH OF ITS CONFIDENTIALITY OBLIGATIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY ORDER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE, FOR ANY: (i) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (ii) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (iii) LOSS OF GOODWILL OR REPUTATION; (iv) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY, OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (v) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER THE PARTIES WERE ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE.

10.2 Cap on Monetary Liability. IN NO EVENT WILL ANY PARTY’S TOTAL LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT OR ANY ORDER UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, AND OTHERWISE EXCEED THE AMOUNTS PAID BY LICENSEE TO IDLA TOWARDS THAT PART OF THE LICENSE/ORDER WHEREIN SUCH DAMAGE, CLAIM, LIABILITY OR ACTION HAS ARISEN IN THE 12 MONTHS PRECEDING THE EVENTS GIVING RISE TO THE CLAIM. FURTHER NO CAUSE OF ACTION WHICH ACCRUED MORE THAN 12 MONTHS (1 YEAR) AFTER THE COMPLETION, TERMINATION OR EXPIRATION OF THE AGREEMENT OR ORDER PERTAINING TO WHICH THE CAUSE OF ACTION ACCRUED MAY BE ASSERTED AGAINST EITHER PARTY; PROVIDED, HOWEVER THAT THE LIABILITY CAP SHALL NOT APPLY TO OR IN ANY WAY LIMIT THE LIABILITY OF EITHER PARTY TO THE OTHER PARTY FOR: (1) THE BREACH OF ALL OR ANY CONFIDENTIALITY OBLIGATIONS UNDER THIS AGREEMENT; (2) LOSSES ARISING DUE TO FRAUD, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN CONNECTION WITH THE TERMS OF THIS AGREEMENT; (3) LICENSEE’S INDEMNIFICATION OBLIGATIONS AND/OR (4) ANY INFRINGEMENT OR MISAPPROPRIATION, OR ALLEGED INFRINGEMENT OR MISAPPROPRIATION OF ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHTS. THE PRECEDING SHALL NOT BE CONSTRUED TO CREATE AN INDEMNIFICATION OBLIGATION ON THE PART OF IDLA.

11. Term and Termination.

11.1 Term. This Agreement shall commence on the Effective Date and shall continue for three (3) years unless this Agreement is rightfully terminated by either party ("**Initial Term**"). After the Initial Term, this Agreement shall automatically renew for successive 1-year periods (each, a "**Renewal Term**") unless a Party provides the other Party with written notice of its election to terminate this Agreement at least 30 days prior to the expiration of the Initial Term or the then-current Renewal Term as applicable. The Initial Term together with all Renewal Terms shall be collectively referred to herein as the "**Term**".

11.2 Termination. In addition to any other express termination right set forth in this Agreement:

(i) IDLA may terminate this Agreement, effective on 30 days advance written notice to Licensee, if Licensee fails to pay when due any undisputed amount when due hereunder.

(ii) IDLA may terminate this Agreement, effective immediately upon written notice to the Licensee, if Licensee breaches or threatens to breach any of its obligations set forth in Section 2(d).

(iii) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

(iv) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files or has filed against it a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

11.3 Effect of Expiration or Termination. Upon any expiration or termination of this Agreement: (i) all direct EULA licenses granted to then-existing End Users/Customers survive in accordance with their terms; (ii) Licensee shall immediately cease to represent itself as IDLA's authorized Licensee distributor of the Platform; (iii) subject only to Licensee's continued right to retain and use one copy of the Documentation solely to perform its support obligations to then-existing End Users, (A) all licenses granted to Licensee under this Agreement will also expire or terminate except to the extent required to perform its support obligations to then-existing End Users, and (B) Licensee shall cease all use of Platform and other IDLA Properties, and all copies thereof, in whole and in part; and (iv) Licensee may contact any Customer for the purpose of offering maintenance and other support services and license renewals concerning the Licensee's Offering.

11.4 Survival. Any rights or obligations of the parties in this Agreement that, by their nature, should survive termination or expiration of this Agreement will survive any such termination or expiration, including the rights and obligations set forth in sections

pertaining to Confidentiality, Intellectual Property, Dispute Resolution and Remedies and Miscellaneous.

12. Miscellaneous.

12.1 Relationship of the Parties; No Franchise Relationship. The parties to this Agreement are independent contractors and nothing in this Agreement will be deemed or construed as creating a joint venture, partnership, agency relationship, franchise, or business opportunity between IDLA and Licensee. Neither party, by virtue of this Agreement, will have any right, power, or authority to act or create an obligation, express or implied, on behalf of the other party, except as agreed in this Agreement. Licensee sells the Platform at prices set solely by Licensee. If any provision of this Agreement is deemed to create a franchise relationship between the parties, then the parties shall negotiate in good faith to modify this Agreement so as to effect the parties' original intent as closely as possible in a mutually acceptable manner in order that the transactions contemplated by this Agreement will be consummated as a distribution agreement and not a franchise agreement; provided that LearningMate may terminate this Agreement upon 10 days written notice to IDLA if appears reasonably likely that this Agreement is not able to be so modified IDLA may on 10 days written notice terminate this Agreement.

12.2 Notices. All notices permitted or required under this Agreement must be in writing and may be delivered (i) in person, with the date of notice being the date of personal delivery; (ii) by United States Mail, postage prepaid for certified or registered mail, return receipt requested, with the date of notice being the date of the postmark on the return receipt; (iii) by nationally recognized delivery service such as FedEx, with the date of notice being the date of delivery as shown on the confirmation provided by the delivery service; or (iv) by e-mail, with confirmation of sending of the e-mail and a copy of the e-mail dispatched the same day by one of the methods in clauses (ii) and (iii), with the date of notice being the date of the e-mail. Notices must be addressed to the following addresses, or such other address as one party may provide the other parties:

If to IDLA:	Idaho Digital Learning Alliance Attn.: Jeff Simmons P.O. Box 10017 Boise, Idaho 83707 E-mail: jeff.simmons@idla.org
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If to Licensee:	LearningMate Solutions, Inc Attn.: Nachiket Paratkar 100 Canal Pointe Blvd. Suite 123 Princeton, NJ 08540 E-mail: nachiket.paratkar@learningmate.com
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12.3 Assignment. This Agreement is intended to be binding on and to inure to the benefit of the parties and their respective permitted successors and assigns. Licensee may not assign or transfer any of its rights or delegate any of its obligations under this Agreement, in each case whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed. Any purported assignment, transfer, or delegation in violation of this is void. No assignment, transfer, or delegation will relieve the assigning or delegating party of any of its obligations under this Agreement unless the non-assigning or non-delegating

party enters into a novation releasing the assigning or delegating party of its obligation under this Agreement.

12.4 Equitable Relief. Each party acknowledges and agrees that a breach or threatened breach by such party of any of its confidentiality obligations, would cause the other party irreparable harm for which monetary damages would not be an adequate remedy and agrees that, in the event of such breach or threatened breach, the other party will be entitled to equitable relief, including a restraining order, an injunction, specific performance, and any other relief that may be available from any court, without any requirement to post a bond or other security, or to prove actual damages or that monetary damages are not an adequate remedy. These remedies are not exclusive and are in addition to all other remedies that may be available at law, in equity, or otherwise.

12.5 No Third-party Beneficiaries. This Agreement is for the sole benefit of the parties and will be binding upon each party's respective successors and assigns and not to any third party, unless expressly stated otherwise in writing by the Parties.

12.6 Force Majeure. Neither Party shall be held liable for any failure or delay in the performance of its obligations under this Agreement due to causes beyond its reasonable control, including, but not limited to, natural disasters (such as earthquakes, floods, fires, storms), acts of war, terrorism, riots, strikes, labor disputes, pandemics, government actions, embargoes, shortages of materials, failures of internet or telecommunications services, or any other events that could not be reasonably foreseen or prevented (collectively, "**Force Majeure Events**"). In the event of a Force Majeure Event, the affected Party shall promptly notify the other Party in writing of the occurrence of the Force Majeure Event and its anticipated duration. The affected Party shall use reasonable efforts to mitigate the effects of the Force Majeure Event and resume performance of its obligations under this Agreement as soon as reasonably possible. If a Force Majeure Event continues for a period of 180 days or more, either Party may terminate this Agreement by providing written notice to the other Party. In such a case, neither Party shall be liable for any damages or losses resulting from the termination, except for any liabilities that arose before the Force Majeure Event.

12.7 Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to its subject matter, and supersedes all previous agreements among the parties, written and oral, in respect of the subject matter hereof. No changes or modifications or waivers to this Agreement will be effective unless in writing and signed by both parties.

12.8 Interpretation. Headings in this Agreement are for convenience only and will not affect its meaning. Every covenant, term, and provision of this Agreement must be construed simply according to its fair meaning and not strictly for or against any party. For purposes of this Agreement, (a) the words "include," "includes," and "including" are deemed to be followed by the words "without limitation;" (b) the word "or" is not exclusive; and (c) the words "herein," "hereof," "hereby," "hereto," and "hereunder" refer to this Agreement as a whole. This Agreement must be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted.

12.9 Governing Law, Jurisdiction, and Venue. This Agreement is governed by Idaho law, without giving effect to that state's the conflict of laws jurisprudence. Neither the United Nations Convention on the International Sale of Goods nor the Uniform Computer Information Transactions Act have any application to this Agreement. The state

courts sitting in Boise, Ada County, Idaho have jurisdiction, and venue for any suit, action, or proceeding (collectively, **"Proceeding"**) arising out of or related to this Agreement will be proper in the state courts sitting in Boise, Ada County, Idaho. Each party irrevocably submits to the jurisdiction of such courts in any such Proceeding. The parties irrevocably and unconditionally waive any objection to venue of any Proceeding in such courts and irrevocably waive and agree not to plead or claim in any such court that any such Proceeding brought in any such court has been brought in an inconvenient forum.

12.10 Attorneys' Fees and Costs. If any Proceeding is brought to enforce, rescind, or interpret this Agreement or any of its provisions, in addition to any damages that may be claimed, the prevailing party is entitled to recover its reasonable attorneys' fees and costs incurred in connection with that Proceeding.

12.11 Non-waiver of Remedies. A party's failure or neglect to enforce any remedy available by reason of the other party's failure to observe or perform a term or condition set forth in this Agreement will not constitute a waiver of the term or condition. A waiver by a party (i) will not affect any term or condition other than the one specified in the waiver, and (ii) will waive a specified term or condition only for the time and in a manner specifically stated in the waiver. Except as expressly provided in this Agreement, and to the extent permitted by law, any remedies described in this Agreement are cumulative and not alternative to any other remedies available at law or in equity.

12.12 Counterparts. This Agreement may be signed by any number of counterparts, each of which will be deemed an original, and all of which constitute the same Agreement. Delivery of an executed counterpart signature page of this Agreement by electronic means (including .pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com, or other electronic means intended to preserve the original graphic and pictorial appearance of a document) has the same effect as delivery of an executed original of this Agreement.

The parties are signing this Agreement as of the Effective Date.

LEARNINGMATE SOLUTIONS, INC.

IDAHO DIGITAL LEARNING ALLIANCE

By: *nachiket.paratkar*

By: *Jeff Simmons*

Name: Nachiket Paratkar

Name: Jeff Simmons

Title: Business Head, Higher Education & Workforce

Title: Superintendent

EXHIBIT A**Platform and Integrated Products**

Capitalized terms used but not defined in this Exhibit A have the meaning given to those terms in the Agreement.

1. LearningMate shall pay to IDLA the Royalty Fees on each Order which will be mutually agreed by parties in a separate written Order pursuant to this Agreement. LearningMate shall pay to IDLA a royalty in an amount equal to 50% of all gross revenue paid by End Users to license the Platform.
2. LearningMate agrees to pay IDLA a royalty of 10% of any additional service fees that the LearningMate secures from customers/ End users as a result of implementing the Platform for the customer/ End users during the first year of this Agreement.
3. At the end of each quarter, LearningMate will prepare a detailed report outlining the all sales of the Platform in the previous quarter and calculations used to determine the royalty amount due.
4. IDLA acknowledges and agrees that Service Credits are price adjustment towards royalty receivable from LearningMate.
5. Any service credits due under this Agreement will be applied to IDLA's next invoice raised by LearningMate towards services rendered by LearningMate. The service credits will be forfeited.
6. Service credits shall remain valid for a period of 15 months from the date of issuance, after which any unused credits will expire. In the event that IDLA terminates this Agreement, any outstanding service credits that have not been claimed or applied will be forfeited and will not be redeemable for cash or any other form of compensation.
7. LearningMate shall maintain complete and accurate records of all sales of the Licensed Technology/ Platform. At the end of each year, LearningMate shall prepare a reconciliation statement that compares the total royalty payments made to date with the total calculated royalties based on actual sales. If the reconciliation reveals an overpayment, LearningMate shall apply the overpaid amount to future royalty payments. If there is an underpayment, LearningMate shall pay the difference to the Licensor within 60 days of completing the reconciliation.
8. Royalty shall be paid in United States dollars, unless otherwise specifically agreed to in writing by the Parties.

EXHIBIT B

End User License Agreement

Certificate of Completion

Summary

Document ID: 2EBB1B81-_CQ959NZSHX5U6TF7BZJHGGJ9WEXH7R4AMWYF-BPUOGK

Document name: Clarity Platform License and Distribution Agreement - IDLA and Learning Mate (HT 2-11-2025)

Sent by: Presales PMO <presales.pmo@learningmate.com>

Organization: Straive/LearningMate/DoubleLine/Gramener

Sent on: Feb 27, 2025 05:00 PST

Signers: 2

Completed on: Mar 1, 2025 04:18 PST

Receives a copy: 3


Sign order: Sequential

Approvers: 0

No. of documents: 1

Witnesses: 0

Recipients

 papiya.sinha
Viewer papiya.sinha@learningmate.com


Emailed on: Feb 27, 2025 05:00 PST

Accessed from: -

Viewed on: -

Device used: -

Authentication type: None

 Shashank Shinde
Viewer shashank.shinde@learningmate.com

Emailed on: Feb 27, 2025 05:00 PST

Accessed from: -

Viewed on: -

Device used: -

Authentication type: None

 thanigaivel.d
Viewer thanigaivel.d@learningmate.com

Emailed on: Feb 27, 2025 05:00 PST

Accessed from: -

Viewed on: -

Device used: -

Authentication type: None



nachiket.paratkar
nachiket.paratkar@learningmate.com

Signature

nachiket.paratkar

Emailed on: Feb 27, 2025 05:00 PST

Viewed on: Feb 28, 2025 04:39 PST

Terms agreed on: Feb 28, 2025 04:39 PST

Signed on: Feb 28, 2025 04:39 PST

Accessed from: 206.171.36.20

Device used: Mobile

Authentication type: None



jeff.simmons
jeff.simmons@idla.org

Signature

Jeff Simmons

Emailed on: Feb 28, 2025 04:39 PST

Viewed on: Feb 28, 2025 05:49 PST

Terms agreed on: Mar 1, 2025 04:17 PST

Signed on: Mar 1, 2025 04:18 PST

Accessed from: 174.126.112.218

Device used: Web

Authentication type: None

Legal Disclosure

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

Please read the following information carefully. By clicking the 'I agree' button, you agree that you have reviewed the following terms and conditions and consent to transact business electronically using Zoho Sign electronic signature system. If you do not agree to these terms, do not click the 'I agree' button.

Electronic documents

Please note that Straive/LearningMate/DoubleLine/Gramener ("we", "us" or "Company") will send all documents electronically to you to the email address that you have given us during the course of the business relationship unless you tell us otherwise in accordance with the procedure explained herein. Once you sign a document electronically, we will send a PDF version of the document to you.

Request for paper copies

You have the right to request paper copies of these documents sent to you electronically from zohosign@straive.com. Alternatively, you also have the ability to download and print these documents sent to you electronically, and re-upload a scanned copy of the printed and physically signed documents. If you, however, wish to request paper copies of these documents sent to you electronically, you can write back to the sender.

Withdrawing your consent

At any point in time during the course of our business relationship, you have the right to withdraw your consent to receive documents in electronic format. If you wish to withdraw your consent, you can decline to sign a document that we have sent to you and send an email to zohosign@straive.com informing us that you wish to receive documents only in paper format. Upon request from you, we will stop sending documents using Zoho Sign electronic signature system.

To advise Straive/LearningMate/DoubleLine/Gramener of your new email address

If you need to change the email address that you use to receive notices and disclosures from us, write to us at zohosign@straive.com

System requirements

Compatible with recent versions of popular browsers such as Chrome, Firefox, Safari, and Edge. Zoho Sign is also available on iOS and Android devices.

MEMORANDUM

DATE: April 8, 2025

TO: Mr. Jeff Simmons
Board of Trustees

FROM: Brian D. Smith, CPA
Director of Operations

RE: Sole Source Approval Request – LearningMate (Clarity Data Warehousing Support)

Background:

The Idaho Digital Learning Alliance (IDLA) seeks board approval for a Sole Source procurement to continue support and maintenance of Clarity, our data warehousing solution, through LearningMate.

Justification:

LearningMate is uniquely qualified as the sole developer and previous maintainer of Clarity, possessing:

- Extensive knowledge of IDLA's datasets and business rules.
- Deep expertise in Extract, Transform, and Load processes and custom data integrations.
- Established familiarity with IDLA's data infrastructure, ensuring seamless continuity.

Transitioning to another vendor would be impractical and risk significant disruption to our data systems. Given LearningMate's specialized expertise, a competitive solicitation would not be feasible under these circumstances.

Sole Source Justification:

Under Idaho Code §67-2808, Section 2(a)(ii), a Sole Source expenditure may be approved when "the compatibility of equipment, components, accessories, computer software, replacement parts, or service is the paramount consideration." Given LearningMate's critical role in Clarity's functionality and ongoing development, we recommend approval of this request.

Recommendation:

We respectfully request the board's approval of LearningMate as a Sole Source provider for Clarity's support and maintenance.