

Another Choice Virtual Charter School

Petition for a Charter for School Year Starting 2010-2011

Submitted to the Idaho Department of Education
on July 11, 2008

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Attendance Area: Statewide

Physical Location: Nampa, Idaho

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Executive Summary:

In discussions with families and educators of individuals with and without disabilities, it became clear to the founding leaders of Another Choice Virtual Charter School that Idaho, and the Treasure Valley specifically, needs a charter school built on academic achievement, the development of social competence, and connections to the community with a primary focus of having individuals with disabilities as full and active members of their school and community. Since charter schools are mission-driven and locally governed, they are able to design a coherent school program that capitalizes on the strengths of the individuals and the community they reside in to meet the needs of all students. With management and governance decisions under one roof, charter schools eliminate the bureaucratic decision-making that often does not have the best interest in mind for individuals with, and or without, disabilities. Another Choice Virtual Charter School means to capitalize on building upon the strengths of each of their students by proposing a school design that will meet the mission's goals of high academic achievement, social competence, and strong connections to community resources for all students. In order to meet these goals, the founding team has drawn heavily on the effective practices of other charter and district schools as well as the current research in best practice for education of all children.

Another Choice Virtual Charter School will offer all grades, kindergarten through senior high. Every effort will be made to offer preschool as well. Another Choice Virtual Charter School is a public charter that is based on ethical and morally sound standards. Idaho State standards have been accepted as our educational guidelines for verification of student academic success. The Department of Education in Idaho has six accepted regions that make up the state educational boundaries. Another Choice Virtual Charter School primary attendance area will initially fall within the full scope of the Treasure Valley or educational region three. After one year of successful operation within the Treasure Valley, the Another Choice Virtual Charter School Board will make a decision to expand the school attendance zone by up to two regions per year if deemed appropriate by the Commission. All expansions will be brought forth to the Commission prior to

implementation. Therefore, Another Choice Virtual Charter School could be state wide within four years of initial operation.

When a sample of four charter schools and four public schools in Idaho Education district three were reviewed it was found that on average the percentage of special education population for non charter public schools was approximately 12%; when looking at the sample of four public charter schools the average percentage of the special education population was exactly half that, or 6%. This was found to be unacceptable to the founding leaders of Another Choice Virtual Charter School. Our vision is to have all students represented in a manner more consistent with the general American population. According to the 2000 Census 29% of the families living in America have some form of a disability represented within their membership. Another Choice Virtual Charter School would minimally want to reflect that level of appropriate representation (Disability and American Families 2000 found at <http://www.census.gov/prod/2005pubs/censr-23.pdf>).

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Tab One

Organization

Articles of Incorporation and By-Laws of Another Choice Virtual Charter School, Inc.

See Appendix One.

Signature of Qualified Electors

See Appendix One.

Vision and Mission Statement

Our Vision:

Through positive academic and social learning opportunities and an educational learning environment that meets the specific learning needs for all, Another Choice Virtual Charter School seeks to make a lasting change in their students by providing a higher quality of life, now and in the future.

Our Mission:

Another Choice Virtual Charter School seeks to provide a safe, individualized educational experience for children with and without disabilities to enable them to meet their full potential both intellectually and socially.

Tab 2

Proposed Operations and Potential Effects

PROPOSED OPERATION Ref. Idaho Code 33-5205 (4)

NOTE: If at any time parents, staff, or students have issue with policies set forth hereafter, they are to proceed through Another Choice Virtual School's, ACVS's, Uniform Grievance Procedure as follows:

Uniform Grievance Procedure

All individuals should use this grievance procedure if they believe that the ACVS Board, its employees, or agents have violated their rights guaranteed by the state or federal constitution, state or federal statute, or Board policy. ACVS will endeavor to respond to and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint filed hereunder will not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies, and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

Level 1: Informal

An individual with a complaint is encouraged to first discuss it with the teacher, counselor, or administrator involved, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be discussed with the first line administrator that is not involved in the alleged harassment.

Level 2: Principal

If the complaint is not resolved at Level 1, the grievant may file a written grievance stating: 1) the nature of the grievance and 2) the remedy requested. It must be signed and dated by the grievant. The Level 2 written grievance must be filed with the Principal within sixty (60) days of the event or incident, or from the date the grievant could reasonably become aware of such occurrence. If the complaint alleges a violation of Board policy or procedure, the Principal shall investigate and attempt to resolve the

complaint. If either party is not satisfied with the Principal decision, the grievance may be advanced to Level 3 by requesting in writing that the Board review the Principal's decision. This request must be submitted to the Board within fifteen (15) days of the Principal's decision. If the complaint alleges a violation of Title IX, Title II, Section 504 of the Rehabilitation Act, or sexual harassment, the Principal shall turn the complaint over to the Special Education/Special Programs Director, who will also serve as Nondiscrimination Coordinator, who will investigate the complaint. ACVS will appoint Nondiscrimination Coordinators to assist in the handling of discrimination complaints. The Coordinator will complete the investigation and file the report with the Board within thirty (30) days after receipt of the written grievance. The Coordinator may hire an outside investigator if necessary. If the Board agrees with the recommendation of the Coordinator, the recommendation will be implemented. If the Board rejects the recommendation of the Coordinator, and/or either party is not satisfied with the recommendations from Level 2, either party may make a written appeal within fifteen (15) days of receiving the report of the Coordinator to the Board for a hearing.

Level 3: The Board

Upon receipt of a written appeal of the decision of the Principal, and assuming the appeal alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final.

Another Choice Virtual Charter School does not deny parents the right to complain directly and immediately to the State Department of Education regarding a special education concern.

I. Proposed Operation

A. Organization

Another Choice Virtual Charter School Inc. is a non-profit organization organized and managed under the Idaho Nonprofit Corporation Act meeting Section 501(c)(3) of the

Internal Revenue Code of 1986, or the corresponding provisions of any future federal income tax code. The Corporation was organized to support Another Choice Virtual Charter School. The Articles of Incorporation for Another Choice Virtual Charter School, Inc. were originally filed with the Secretary of the State of Idaho on October 14, 2008 and were fully approved on November 5, 2008. The Employer Identification Number is 26-3533892. An organizing group of founders have written the initial petition for the Charter for ACVS and have recruited and appointed an initial Governing Board of Directors, hereafter referred to as the ACVS Board. The founders will continue to be a data gathering entity, recommending curriculum, teaching instruction, professional development and/or daily operations that will reflect the vision, purpose and mission of ACVS to the ACVS Board. Additional founding members may be recruited prior to the official opening of the first school year in order to accomplish the goals of ACVS. This group will remain as advisors to the Board for three years.

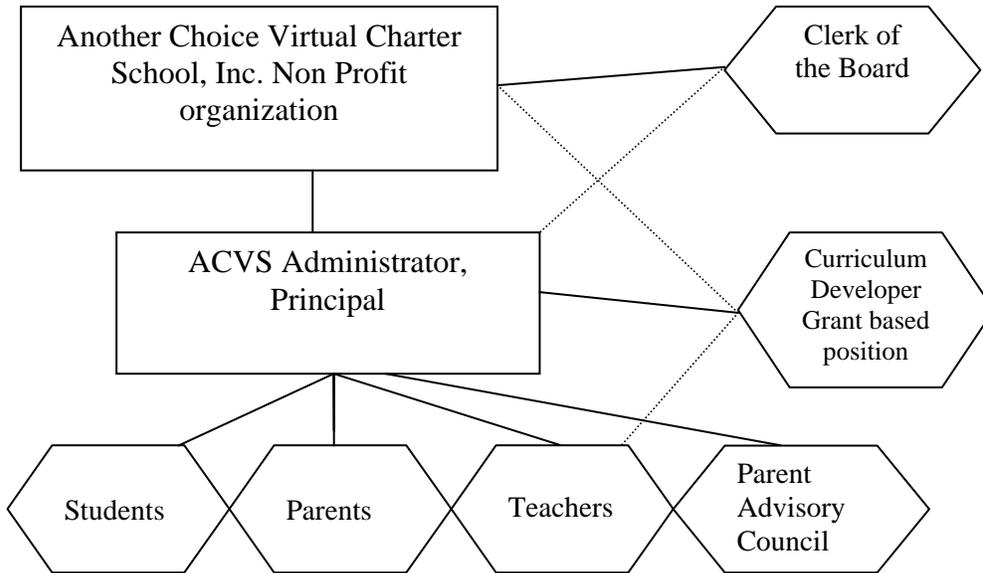
The ACVS Board, as a Board, has the full power and duty to manage and oversee the operation of the Corporation's ACVS business and to pledge the credit, assets, and property of the Corporation when necessary to facilitate the efficient operation thereof. Authority is given to ACVS Board by the State of Idaho as provided in the "Public Charter Schools Act of 1998," (I.C. 33-5204). The Governing Body will adhere to the Another Choice Virtual Charter School Corporate Bylaws addressing the Idaho Open Meeting Law.

Upon approval, members of the Board are deemed public agents to control ACVS. The Board has all the power and duties afforded to a board of directors. ACVS will be considered a public school for all purposes and, as such, will be responsible to identify and comply with all statutory requirements affecting the operation of a public school. Therefore, upon approval, the Board will follow the open meeting laws, keep accurate minutes, and make said minutes available to the public.

ACVS will function as a non-profit organization, organized and managed under the *Idaho Nonprofit Corporation Act*, as outlined in Another Choice Virtual Charter School

Corporate Bylaws and Articles of Incorporation. Accordingly, the organizational flow chart representing the flow of information and the chain of command is as follows:

Tab 2, Table 1



The flow chart above includes, but is not limited to, the following details:

1. The ACVS Board, hereafter known as the Board, will have the full power and duty to manage and oversee the operation of the Corporation’s ACVS business.
2. The Board will have the responsibility to approve the selection of the school Principal, who may not be one of its members. The Board also will be responsible for hearing, and approving or disapproving, the recommendations of the school Principal with respect to changes in staffing, programs, or curriculum.
3. The Board and Parent-Advisory Council (PAC) of ACVS may provide consultation to the Principal/Designee regarding ongoing plans for the school. (Hereafter, the term “parent” will be used to represent parents, legal guardians, or other persons legally responsible for the rights of ACVS students.)
4. The Board will, when necessary, adjudicate disagreements between parents and the administration.
5. The Principal/Designee represents the Board as the liaison between the Board and the ACVS community.

6. A committee, not to exceed six (6) members, comprised of the Principal/Designee and representatives of the Board and faculty will be responsible for hiring all teachers.
7. The Principal supervises, directly or indirectly, all employees of ACVS, with the exception of the Clerk of the Board.
8. The administrative staff's primary functions will be management of ACVS and facilitation of the implementation of a quality educational program. It is the goal of the Board that the administrative organization:
 - a. provide for efficient and responsible supervision, implementation, evaluation, and improvement of the instructional program, consistent with the policies established by the Board;
 - b. provide effective and responsive communication with staff, students, parents, and other citizens; and
 - c. foster staff initiative and rapport.
9. ACVS's administrative organization will be designed so that all divisions and departments are part of a single system guided by Board policies which are implemented through the Principal. Other administrators are expected to administer their facilities in accordance with Board policy and the Principal's rules and procedures.

Primary Attendance Area

Another Choice Virtual Charter School (ACVS) plans to open in the fall of 2010 with grades kindergarten through senior high. Residents of Idaho Education District Three, known as the Treasure Valley, will be the primary attendance area during the first year of operation. Ultimately, the State of Idaho will be the primary attendance area.

School Size

ACVS will begin relatively small with a maximum cap of approximately 230 students, for the first year. Since ACVS will be a virtual school we believe that students will be able to benefit from a small school feeling by nature of the virtual setting. It is expected that our actual ultimate attendance will average at 325 annually. In the future, when ACVS is statewide, a student cap will be considered annually.

II. Facilities

“Virtual school” means a school that delivers a full-time, sequential program of synchronous and/or asynchronous instruction primarily through the use of technology via the internet in a distributed environment across more than one primary attendance area. Schools classified as virtual must have an online component to their school with online lessons and tools for student and data management. ACVS will meet this definition of a virtual school as set forth in Idaho Code § 33-5205. Tab 9 of this charter will provide further information specific to virtual schools as set forth in Idaho Code § 33-5205. In spite of ACVS being a virtual school, the Board recognizes the importance the physical plant plays in enhancing the instructional program on occasion. The goal of ACVS is to provide a facility when needed in a convenient location that will both ensure the safety and enhance the education of our students, more than one site may be necessary in order to fully address the student population as the school grows. All sites will be considered based on factors such as safety, diversity of the immediate surrounding neighborhoods, access to major utilities, convenience for transportation, and affordability. The Board will develop a program to maintain and/or upgrade the buildings and grounds of ACVS, or its affiliated partner locations. ACVS’s Board has finished negotiations with a local organization that will provide a physical location when and if needed. We have three Letters of Intent to utilize existing buildings and/or other facilities sufficient for our needs (See Appendix Two). We look forward to a long and innovative relationship with our community partners.

Currently, ACVS will have their offices at 958 Corporate Lane, Nampa, Idaho. This is a secured location with a written contract documented in Appendix Six. This location provides minimal office space and a small computer lab location. Our goal will be to move into a new building which would hold offices, a large computer lab, and a library for our students. These offices would be on the corner of Middleton and Roosevelt Avenues in Nampa. ACVS has a community partner that is interested in leasing to us. They have purchased that property and have secured building permits as well as blue prints for the building.

A. Operation and Maintenance of Charter School Facilities

ACVS seeks to maintain and operate facilities in a safe and healthful condition. The operation of ACVS's facilities will be the responsibility of the Principal/Designee. The Principal/Designee, in cooperation with the fire chief and county sanitarian, will periodically inspect plant and facilities. S/he will provide for a program to maintain ACVS's physical plant by way of a continuous program of repair, maintenance, and reconditioning. If necessary budget recommendations will be made each year to meet these needs and any such needs arising from an emergency.

B. Proof of Insurances

Copies of the initial insurance binders from a company authorized to do business in Idaho for a liability policy, a property loss policy, health insurance, worker's compensation insurance, and unemployment insurance will be provided to the Authorized Chartering Entity no later than thirty (30) days prior to the opening of school, and thereafter thirty (30) days before the expiration of the insurance policies.

III. Administrative Services: Ref. Idaho Code 33-5205 (4)

A. Instructional Organization

1. *School Fiscal Year* - The fiscal year of the school is from July 1 to June 30.
2. *School Calendar* - The Board will establish the dates for opening and closing classes, teacher in-services, the length and dates of vacation, and the days designated as legal school holidays. The proposed school year begins during the last week of August and dismissal will occur before Memorial Day. This schedule will be reviewed on an annual basis and may be changed, as necessary, by the Principal in consultation with the Board.
3. *Holidays/Commemorative Day* - School holidays will include New Year's Day, Thanksgiving Day, and Christmas Day. For those commemorative days that fall on a school day, the teachers and students will devote a portion of the day on each such day designated in Idaho Code § 73-108.

4. *Instructional Hours* - The Board will provide the minimum number of instructional hours for students at each grade level as follows:

Grades Hours

K	450
1 through 3	810
4 through 8	900
9 through 12	990

5. *PIR Days* - Not more than twenty-two (22) hours may be utilized for in-service teacher activities. ACVS is considering school wide in-service and/or teacher collaboration time on Friday afternoons from 1:00 to 3:00 p.m. for the purpose of ensuring our teachers are fully trained to meet the goals and objectives of ACVS and consequently our student population.

6. *Records Management* - The Clerk of the Board will be the custodian of records under the supervision of the Principal/Designee. Personnel files and student files are confidential and will be disclosed only as provided in policy and/or by law. A record of persons examining/copying personnel files or student files, other than administrative staff, will be kept for each employment file and student file. All public records will be provided to the public in accordance with the Family Educational Rights and Privacy Act (FERPA), laws of the State of Idaho, and ACVS policy.

7. *Non-Instructional Operations* - Contractor License, Surety Bonds, and Insurance: The school may hire staff or contract with a service provider for services such as transportation, food service, accounting, business management, or other business or educational services. All contract service providers are required to have adequate limits of liability insurance as determined by the Board or other state requirement and will maintain the same throughout any contract period. A list of all contracts identifying the party with whom ACVS has contracted, the length of the contract, and the expenditures required by the contract must be submitted to the Authorized Chartering Entity for its review no later than thirty (30) days prior to the opening of school and thereafter,

annually. No contract will be let to any contractor who is not licensed as required by the laws of Idaho. If applicable, before any contract is awarded to any person, such person will furnish to ACVS performance and payment bonds that will become binding upon award of the contract to a contractor as follows:

- a. Performance bonds in an amount not less than eighty five percent (85%) of the contract amount for the sole protection of ACVS; and
- b. Payment bond in an amount less than eighty five percent (85%) of the contract amount for the protection of persons supplying labor or materials, or renting or otherwise supplying equipment to the contractor and/or his subcontractors in the prosecution of the work performed under the contract.

IV. Potential Civil Liability

ACVS will obtain its own liability insurance and insure its Board, employees, contents, equipment, and fixtures against injury, damage, or loss. Additionally, both the facility provider and ACVS will insure their respective interests against damage and for liability exposures with minimum limits of liability of not less than \$1,000,000 per person, \$5,000,000 aggregate or such limits as imposed by the State requirement or as otherwise determined by the Board. All such insurance policies will name ACVS as an additional insured and provide for at least ten (10) days written notice prior to cancellation. The facility provider and ACVS will provide to each other certificates of insurance prior to the commencement date of facility occupancy evidencing such coverage. Pursuant to Idaho Code § 33-5204(2), the Authorizing Chartering Entity shall have no liability for the acts, omissions, debts, or other obligations of ACVS, except as may be provided in the Charter. ACVS will operate its business in conformance with all local, state and federal environmental laws. Specific documentation of the above outlined requirements will be contained in the respective insurance policies negotiated with the insurance providers.

V. Potential Affects

The opening of ACVS will have minimal adverse affects on our community. ACVS will be a small school. Therefore, it is not expected to take a significant number of students

away from other public schools within our community. Additionally, not all students would benefit from our model.

The opening of ACVS has the potential to affect the community in a positive way. ACVS can serve as a model of service delivery for other public schools, both virtual and bricks and mortar. Additionally, students with special needs are under served in the charter school community. We feel we will be a viable choice for many families and charter schools. We intend to work in a collaborative manner with other charter and non charter schools.

TAB 3: EDUCATIONAL PROGRAMS AND GOALS

Educational Programs

A school day for individuals attending Another Choice Virtual Charter School will look very similar to any other public school. Students will be required to attend school and to advance in their learning. Idaho state standards will guide the curriculum choices. The curriculum packages that have been selected are aligned with Idaho state standards. Teachers will have classrooms assignments, caseloads and office hours as any other school would. They will be responsible to meet the needs of all students and to assist parents in being an active part of their child's learning. General education teachers and special education teachers will work collaboratively to assist all students. Students attending ACVS will be held accountable for assignments and attendance as they would be in any other public school.

However, there will be significant differences as well. In ACVS learning is personalized and continually visible for all students. Parents will be an active part of their student's education, but will not feel as if it is their responsibility to be the teacher. Certified teachers will be making the lesson plans and accommodations in a collaborative manner as necessary. The general education teacher to student ratio will be approximately 40 to one during the first year of operation. Students with special needs will additionally have a certified special education teacher working with them which will significantly reduce the teacher student ratio in those situations. While the lesson plans and corresponding activities will be developed and implemented by certified teachers they will be delivered via the Blackboard School Central™ learning management platform. This system will allow students to take advantage of a variety of technologies that can facilitate learning. Students will have the capacity to start and stop their school day in a more flexible manner which will allow them to maximize their learning potential. Assistive Technology will not be for just some students, it will be for all. Social skill and language development will be a priority for all. Our hope is to make ACVS a model school that will allow students to excel in their academics as well as in their social skills and civic responsibility which will in turn make well rounded and well grounded citizens.

With that goal in mind the curriculum choice was of paramount concern. It is required by federal law that individuals qualifying for special education have individually designed instruction based on the general education curriculum, which is guided by state standards or set grade level learning expectations. It is very important to the Board that the curriculum be able to engage all levels and ages of the student body. This is complicated within the virtual format. Therefore, it was determined that a mixture of cohesive curriculums aligned with Idaho state standards would be required. ACVS will use the following research based curriculums:

Waterford Early Learning™, developed by Pearson Digital Learning;
Success Maker™, developed by Pearson Digital Learning;
ELLis Academic™, developed by Pearson Digital Learning; and
Nova Net Curriculum™, developed by Pearson Digital Learning.

All of these programs work seamlessly across all grade and ability levels, K through 12 using the BlackBoard learning management platform. Students with Limited English Proficiency can also utilize these programs. The curriculum can be adapted easily at the objective level for all grades which allows for the luxury of providing enrichment and accommodations if needed with minimal teacher assistance. The programs themselves are able to monitor student performance with dynamic data sequencer technology which allows for built in remediation and reintroduction if needed. The programs will initiate cumulative review of curriculum for retention of material as well as progress students on to the next level of learning if they are ready. These programs also connect with assistive technology as needed.

During the first year of operation the majority of students will be elementary age, therefore the majority of teachers will be elementary teachers. However, ACVS will have a small secondary program which will require the hiring of highly qualified core area secondary teachers that will use the NovaNet™ curriculum, an easily accessible curriculum for students through the twelfth grade. During the first year of operation it is not expected that ACVS will be hiring full time secondary teachers. The Idaho Department of Education allows Idaho teachers to teach up to a 1.33 FTE when the teaching is combined with a virtual format. This provides both our students and

secondary teachers with a great opportunity. Students can benefit from highly qualified secondary teachers that are very knowledgeable in their core subject while teachers can experience teaching within the virtual format for their desired core area while maintaining another full time position at another school if desired.

I. Educational Programs and Services

ACVS's Board and Principal will establish a school philosophy embraced by teachers, students, and parents that supports the belief that every student is valued and every student will succeed at a high level both socially and academically. The character education plan will result in a safe school environment infused with positive peer pressure, students who are ready to learn every day, and who possess the self-discipline needed to maximize the educational experiences of themselves and others. Styles and rates of learning are thoroughly taken into account on every level, yet expectations for achievements are not compromised. ACVS promotes a positive and supportive learning environment continually, therefore, when there is low threat of physical and/or emotional harm, and academic content is highly engaging and challenging for all, accelerated learning will take place for all students!

II. Educational Thoroughness Standards

ACVS will achieve the Thoroughness Standards (as defined in § 33-1612, Idaho Code) through its basic and expanded curriculum offerings, which include character education, social skill development, and community, school, and family service projects.

A. Standard A: A safe environment conducive to learning is provided.

Goal. Maintain a positive, safe, and orderly teaching and learning environment that will promote student respect for themselves and others. Each student has the right to participate in their school and learning experience without fear of taunting, teasing, or violence. Each parent has the right to expect the school to provide a safe and supportive learning environment for his/her student. The philosophy of ACVS is grounded in the belief that when individual differences are taken into consideration, there is a low threat of physical or mental harm, and when curricular content is highly engaging and

challenging, accelerated learning takes place for all. ACVS will create a safe environment with a unique curriculum that focuses on education while developing qualities such as kindness, empathy, being able to articulate and verbalize emotions and tapping into each student's innate need to know the limitations or boundaries that are continually put on an individual in any setting, all while facilitating and protecting their dignity.

Objectives. ACVS will regardless of setting location:

- a. Provide a learning environment which may include facilities that are inspected as required and adopt policies that meet all required city, county, state, and federal health, accessibility, safety, fire, and building codes to ensure the safety of students and staff.
- b. Establish, publish, and enforce policies that define acceptable and unacceptable behavior in all environments, including zero tolerance for weapons, violence, gangs, and use or sale of alcohol and drugs.
- c. Create an environment that encourages parents and other adults to participate fully in their child's education and to participate in the school's activities. There will be advertised opportunities.
- d. Develop a staff/student handbook to provide rules and guidelines for on-line and physical safety. These guidelines will include, and not be limited to, the procedures for fire drills, reporting unsafe equipment, methods for checking students in and out of school locations if applicable, notification of parents' rights, and staff monitoring responsibilities.

B. Standard B: Educators are empowered to maintain classroom discipline.

Each staff member has the right to teach without fear of violence, and students have the right to learn with the same privilege.

Goal. Create a positive teaching and learning environment with an emphasis on high expectations of performance and behavior. The atmosphere created by our focus on empathy and kindness allows teachers to teach without fear of harassment from students, parents, and the public. In addition, teachers will enjoy a greater level of interaction with students as students will not be afraid to take academic risks, such as asking or answering

questions in front of peers, or in the virtual environment, because everyone feels safe and supported. Fear will not detract from teaching or learning. The result is an environment that is warm and friendly, filled with mutual respect, orderly, and free from chaos.

Objectives. ACVS will:

- a. Develop a student handbook providing a code of conduct including clear expectations with consequences for unacceptable behavior, and a process for teachers to handle minor and major infractions in the educational setting. This will be available on line at all times.
- b. Teach appropriate behaviors and foster responsible decision-making skills by using Ron Clark’s “Essential 55,” “Excellent 11” and “Great Expectations”; “The Daily Five: Fostering Literacy Independence in the Elementary Grades” by Gail Boushey and Joan Moser; “Engaging the Online Learner: Activities and Resources for Creative Instruction (Online Teaching and Learning Series)” by Rita-Marie Conrad and J. Ana Donaldson; and “The Unwritten Rules of Social Relationships: Decoding Social Mysteries Through the Unique Perspectives of Autism” by Temple Grandin, and Sean Barron.
- c. Establish and maintain rules to be used consistently throughout the learning environment.

C. Standard C: The basic values of honesty, self-discipline, unselfishness, respect for authority, and the central importance of work are emphasized.

Goal. Offer opportunities for students to develop and express exemplary character traits in concert with the overall educational program.

Objectives. ACVS will:

- a. Emphasize the importance of adults modeling important values in the learning environment. This is done through expectation training in which teachers clearly illustrate and define what empathy and kindness looks like before students have a chance to be unkind. Daily procedures are designed to support the school’s emphasis on empathy and kindness. The student will have a variety of opportunities for social interaction both on line and through community service projects.

- b. Help students build personal bonds and carry out responsibilities to one another and to the faculty and staff by providing opportunities for and strongly encouraging age appropriate school and community service hours. Students who display kindness and good citizenship are given special recognition. This will develop a sense of community and service within the school and between the school and the larger community.
- c. Evaluate and report student service hours to teachers and/or advisors because community service instills a sense of individual, social, and civic responsibility and enables the student to use newly-gained knowledge to solve community problems.

D. Standard D: The skills necessary to communicate effectively are taught.

Goal. Teach students a range of effective verbal and nonverbal communication skills.

Objectives. ACVS will:

- a. Emphasize meaningful language and social interaction experiences. This will be measured through weekly evaluations.
- b. Emphasize meaningful language experience in reading, writing, spelling, and core content materials with enhanced dramatization and memorization. This will be measured through weekly evaluations.
- c. Use an age-appropriate curriculum that supports development of a variety of communication skills, including written and verbal.
- d. Provide instruction in a foreign language in grades K-8 as budget permits. Knowledge of a second language is essential in many occupations. In addition, knowledge of a second language boosts English proficiency, improves memory and self-discipline, and enhances verbal and problem-solving skills. Students in grades 9-12 will be highly encouraged to enroll in dual credit with other secondary and post-secondary institutions for advanced language study if courses are not available directly through ACVS.
- e. Provide instruction in music, dance, and art as budget permits. This will provide many opportunities for social interaction with peers.

E. Standard E: A basic curriculum necessary to enable students to enter academic or professional-technical postsecondary educational programs is provided. ACVS will utilize approved curriculum choices that will follow Idaho adoption protocol which has its basis in Idaho Code and is defined in the Administrative Rules of the State Board of Education, IDAPA 08.02.03.128.

Goal. Develop an educated citizenry that is prepared for the 21st century, and beyond, through a dynamic, interactive, academic program where pacing is driven by student capabilities rather than textbooks and or grade levels. Students must be well grounded in the basics such as reading, writing, mathematics, science, and social studies as well as in technology while being able to access current information. ACVS has determined that an educated person in the 21st century has the following characteristics:

- a. Understands that learning is personally driven and publicly demonstrated.
- b. Can use a variety of technologies to promote, maintain, and advance learning.
- c. Have a global perspective of knowledge that is able to integrate new information in a proficient manner.
- d. Have a positive and interdisciplinary view towards learning.

Objectives. ACVS will:

- a. Use the Idaho State Department of Education's Academic Standards as a starting point to be enhanced by the Core Knowledge® Sequence and a variety of other creative methods.
- b. Use a variety of methods, both digital and tangible, to ensure student learning, including, but not limited to, the Core Knowledge® Sequence.
- c. Emphasize environmental responsibility by providing students with opportunities for voluntary, age-appropriate service opportunities. Service hours may be required in school organizations.
- d. Use field trips and career development discussions, particularly encouraging patriotism, as appropriate. (The school mascot will be determined by the first year's student body.)

F. Standard F: The skills necessary for the students to enter the workforce are taught.

Goal. Provide students with basic skills that prepare them for future employment.

By using learning tools such as computers, scientific equipment, and networks linked to local and nationwide resources, students learn how to be life-long learners and will be prepared to enter the workforce with a solid foundation of knowledge and skills.

Vocational education opportunities will be available and required by students in grades higher than 9th grade.

Objectives. ACVS will:

- a. Provide a strong foundation in basic reading, writing, science, social studies, and written computational skills.
- b. Provide a strong foundation in the social competencies that will allow individuals to enter the job market and retain successful employment.
- b. Provide a technology-rich environment, encouraging the effective use of technology as a tool in the workplace.
- c. Enable students to develop the following intellectual habits important in the work place: adapting to new situations and responding effectively to new information, solving problems, and locating and evaluating information from a variety of sources.

G. Standard G: The students are introduced to current technology.

Goal. Provide students with basic skills in technology; by using learning tools such as computers and a wide variety of learning networks linked to local and nationwide resources, students learn how to access current technology and apply that learning in a variety of situations.

Objectives. ACVS will:

- a. Provide a strong foundation in technology skills by using a virtual format to deliver education.
- b. Develop a technology team that is composed of representatives from all segments of the school and the community, administrators, teachers, parents, and local businesspeople that have expertise in technology and telecommunications. A team leader will be designated who is able to delegate responsibility to individuals or committees and keep the team on task. The team's responsibility is

to develop a plan for integrating technology into the school based on the school's educational vision. The plan will be a part of an overall school-improvement plan. After development, this plan is periodically reviewed and updated.

c. The technology plan aims to improve student learning, to help students perform authentic tasks, and to help students learn skills that will prepare them for future careers.

d. Professional development and support for staff will be provided on an ongoing basis.

e. Provide a technology-rich environment, encouraging the effective use of technology as a tool in the workplace.

H. Standard H: The importance of students acquiring the skills to enable them to be responsible citizens of their homes, schools and communities is emphasized.

Goal. Provide students with basic skills that will enable them to be responsible citizens in their home, school, and community.

Objectives. ACVS will:

a. Provide students with basic skills in understanding what it means to be a responsible citizen in their home, school, and community by specifically using the Idaho Standards standard in Civics and Government and Global Perspectives and linking those standards with on-going school based activities.

b. Document the level of civic engagement and the linking of civic education knowledge and skills to service learning or community service, in grade levels four (4) and higher. c. Professional development and support for staff will be provided on an ongoing basis that will allow all teachers to understand the impact of civic engagement on student learning and provide opportunities for students to engage in civic life, politics, and government.

III. Educated Person

A. Definition of an "Educated Person"

ACVS has determined that an educated person in the 21st century has the following characteristics:

- a. Understands that learning is personally driven and publicly demonstrated.
- b. Can use a variety of technologies to promote, maintain, and advance learning.
- c. Have a global perspective of knowledge that is able to integrate new information in a proficient manner.
- d. Have a positive and interdisciplinary view towards learning.

ACVS will provide an environment in which students can become an educated citizenry through a dynamic, interactive, academic program with a tempo set by student capabilities, not textbooks or grade levels. Students will be competent in the basics, such as, reading, writing, math, science, and social studies. They will also have opportunities to become well-rounded learners with training in technology, fine arts, and foreign language. ACVS's educational program will seek to provide an opportunity for each student to develop to his or her maximum potential. The objectives for the educational program are, among other things, to:

- Foster the love of learning and independence by using self-discovery, self-awareness, and self-discipline;
- Develop an awareness of and appreciation for cultural and learning diversity;
- Stimulate intellectual curiosity and growth;
- Provide fundamental career concepts and skills;
- Help the student develop sensitivity and empathy to the needs and values of others and respect for individual and group differences;
- Help each student strive for excellence and instill a desire to reach the limit of his or her potential;
- Develop the fundamental skills which will provide a basis for lifelong learning; and
- Be free of any cultural, ethnic, sexual, or religious bias.

B. Methods of Instruction

The teacher will work with the multiple learning styles of their students by using interactive and multi-media content. Blackboard School Central™ will be used, which is

a fully-hosted and secure learning platform. If appropriate, the student will initially receive a nationally normed placement test called the BASI, Basic Achievement Skills Inventory. This 2.5 hour computer provided test, along with measuring annual progress, will assist the teacher to determine educational placement. The teacher, with the full support of the curriculum and the curriculum coordinator, will create assignments, projects and assessments that are aligned with Idaho standards and congruent with the student's way of learning. If the student qualifies for special education services, the special education teacher will also be a part of this process. The teacher will utilize synchronous and asynchronous tools specifically through Wimba's Collaboration Suite Express which provides instant messaging, virtual classrooms, blogs and discussion boards. Teachers will be able to provide lessons that are digitally recorded, with both audio and synchronized visuals. Teachers will use observational data, such as traditional grading mechanisms and tracking data via e-mail and log in's. They will also have access to Blackboard Grade Center™ which assists teachers to create assignments and assessments with the capacity for instant feedback. Assignments have the potential to be automatically graded and recorded in the integrated Grade Center. Parents can greatly benefit by being provided with a parent login that will provide access, in real-time, to their student's grades, assignments, tasks, and upcoming tests, making them a vital part of their student's education.

Teachers will receive in-service training on the curriculum prior to school beginning. Additionally, they will continually develop their skills in both teaching and on-line teaching through a variety of in-service opportunities. ACVS has a relationship with two community partners Northwest Nazarene University, NNU and Boise State University, BSU. Both universities are interested and able to provide all our teachers with a variety of course work that will develop their capacity to provide on-line instruction. Additionally, teachers will be engaged in the act of direct and indirect teaching throughout the day using a variety of proven teaching techniques including: tactile, visual, kinesthetic, auditory, group, and independent approaches. By taking into account and addressing the varying developmental rates and learning modalities of the student

population, it is possible through this indirect and direct-teaching and monitoring approach to keep curricula challenging and the expectations for learning high.

IV. Curricular Emphasis

A. How Learning Best Occurs

The curriculum will reflect our belief that learning best occurs when:

1. Students are actively engaged in integrated and meaningful tasks;
2. Students see the connection between what they learn and the real world;
3. Students work individually and as members of a group;
4. Students, parents, and educators work together to identify academic and personal learning goals, and the support required in order to reach those goals;
5. Students accept responsibility for learning as an intrinsic part of the educational program;
6. Students are supported by mentors, advocates, and/or learning coaches as needed;
7. All students have advanced learning opportunities;
8. Students see themselves as part of the community and find ways to serve the community;
9. Students are allowed to make mistakes in order to achieve success;
10. A positive and productive learning environment is provided; and
11. Students are given time to reflect on the value and purpose of what they learn.

The curriculum coordinator will be responsible to ensure a variety of quality curriculums are made available for all ACVS students. The Board is responsible for curriculum adoption and must approve all significant changes, including the adoption of new curriculum or textbooks as well as courses, before such changes are made. The Principal and teachers are responsible for making curriculum recommendations. The curriculum will be designed to accomplish the learning objectives and goals for excellence consistent with ACVS's educational philosophy, mission statement, objectives, and goals.

B. Core of Instruction

Instruction is inclusive of subject matter content and course offerings. Patterns of instructional organization will be determined by a qualified School Administrator and teaching team. ACVS will ensure students meet the school standards with the state standards as a minimum. This includes special instruction that allows Limited-English Proficient students to participate successfully in all aspects of the school’s curriculum and keep up with other students in the standard education program. It also includes special learning opportunities for accelerated, learning disabled students, and students with other disabilities.

C. Remediation

ACVS will comply with the requirements of IDEA and Section 504. Evaluation of progress assessment data could prompt additional help that could include remediation, tutoring, and/or evaluation for Special Education services. Data indicators include, but are not limited to:

1. Meeting criteria for Special Education services as set forth in IDEA and clarified in the most recent Idaho Special Education Manual.
2. Not reaching grade level on state adopted standardized tests;
3. Reading below grade level as determined by IRI in grades K through 3—teachers will use multiple sources of data such as the BASI, classroom grades, fluency checks, comprehension checks, and/or other computerized programs to determine a student’s reading level; and/or
4. Failure to do math at grade level as determined by the BASI or other program assessments and/or on state adopted standardized tests.

D. Instructional Methodologies

All curriculum taught at ACVS will be reviewed and approved by ACVS’s Board.

1. *Ron Clark’s, “Essential 55”*

ACVS will utilize Ron Clark’s, “Essential 55,” which among other things enables students to develop the following important life skills: accepting responsibility for personal decisions and actions; honesty, courage, and integrity; a healthy lifestyle; empathy, courtesy, and respect for differences among people; self-confidence; concentration and perseverance; responsible time management; assuming a fair share of

the work load; and working cooperatively with others to reach group consensus. ACVS will strongly encourage every parent to read the book. This will familiarize them with Clark’s code of conduct and methodologies, which will be used by teachers.

2. *Great Expectations*

ACVS will utilize *Great Expectations*, which is a professional development program that:

- a. provides teachers and administrators with the skills needed to create harmony and excitement within the school atmosphere; creates an infrastructure that promotes improved student self-esteem, attendance, discipline, and parent participation—all of which result in improved academic achievement;
- b. creates an infrastructure that promotes improved student self-esteem, attendance, discipline, and parent participation - all of which result in improved academic achievement; and
- c. is grounded in the belief that all students can learn, no matter what labels have been placed on them.

3. ACVS will utilize the following books and programs “The Daily Five: Fostering Literacy Independence in the Elementary Grades;” “Engaging the Online Learner: Activities and Resources for Creative Instruction (Online Teaching and Learning Series);” “Core Knowledge® Sequence materials;” and “The Unwritten Rules of Social Relationships: Decoding Social Mysteries through the Unique Perspectives of Autism,” in their professional development program to:

- a. provide teachers and administrators with the skills needed to deliver appropriate educational services to diverse learners in an on-line format.
- b. create an infrastructure that promotes improved student self-esteem, attendance, discipline, and parent participation, all of which result in improved academic achievement; and
- c. to ensure the belief that all students can learn, no matter what labels have been placed on them is continually addressed.

E. Instruction Courses

At appropriate grade levels, instruction will include, but not be limited to, the following:

1. Language Arts and Communication will include instruction in reading, writing, English, literature, technological applications, spelling, speech, and listening;
2. Mathematics will include instruction in addition, subtraction, multiplication, division, percentages, mathematical reasoning, and probability;
3. Science will include instruction in applied sciences, earth and space sciences, physical sciences, and life sciences; and
4. Social Studies will include instruction in history, government, geography, economics, current world affairs, citizenship, global perspectives, and sociology.

ACVS may use the unique aspects of the Core Knowledge® Sequence to meet or exceed all Idaho State Standards and benchmarks. The Core Knowledge® Sequence will expose students in each grade to a broad range of historical, scientific, and cultural topics that will build on one another to prepare them for later educational success. This wide array of subject matter will not only develop cultural literacy but also will build the strong vocabulary necessary for *true* reading comprehension. Core Knowledge® tries to develop cultural literacy in a way that is systematic but leaves room for creativity for both teacher and student. This curriculum eliminates the gaps and repetition that characterize a curriculum in which textbooks and programs are selected more or less at random.

F. Grading Procedures

ACVS students will be required to meet established academic standards and graduation requirements adopted by the Board. The Board will establish and/or approve grading procedures for students enrolled in supplementary (such as Idaho Digital Learning Academy) programs and other public school dual enrollments as well.

ACVS will utilize a report card developed by the teachers and Principal to indicate growth as well as achievement. All ACVS students will be evaluated on the same platform so parents will be able to detect whether their student is growing in each academic area throughout the year. Students with limited language capacity will be gaining growth so their evaluation will typically reflect growth more than achievement.

G. Other Required Instruction

1. *Elementary School (Grades 1-8)*

a. Other required instruction for all students and other required offerings include:

Fine Arts (art and music)

Health (wellness)

Physical Education (fitness)

b. Additional instructional options as determined by ACVS include:

Foreign Language (Spanish)

Keyboarding

2. *High School Curriculum and Focus (Grades 9-12)*

a. The high school curriculum is composed of required classes and elective classes. All students take required academic and non-academic classes as well as a variety of elective classes which will include vocational placements.

b. Required Classes

i. Freshman Required Core Courses

General Education Credits as required by the State of Idaho for graduation

English I-IV

Mathematics: Algebra I-II

Science: Physical and Biology

Social Sciences: American History I-II

ii. Freshman Elective Courses will be offered

iii. Sophomore Required Core Courses General Education Credits as required by the State of Idaho for graduation

English I-IV

Mathematics: Algebra I-II

Science: Physical and Biology

Social Sciences: American History I-II

iv. Sophomore Elective Courses will be offered

v. Junior-Senior Required Core Courses

General Education Credits as required by the State of Idaho for graduation

English 101 and 102

Algebra and Higher level Math as needed for the student	
American National Government	
Economics 201-202	
Concepts of Biology	
vi. General Education Credits	29
Communication.....	1
English	8
Mathematics.....	6
Social Science	5
Vocational Studies	6
Total Credit Hours Required,.....	46-55

ACVS recognizes students will need to be given the necessary instructional time and accommodations in order to achieve this standard.

H. Alternative Credit Options will be outlined in the student handbook.

I. Graduation Minimum Requirements (IDAPA 08.02.03 105, 106, 107)

- a. For specific graduation requirements see the student handbook.
- b. GPA of 75% on a 100% scale to receive an academic diploma.
- c. 5 of the 17 required elective credits must be vocational in nature.
- d. Provision of educational programs and services such as HIV/AIDS education, family life/sex education, driver education, guidance and counseling services, summer school programs, parent education programs, social work, and psychological services will be identified based on need. The Board, Administrator, and staff will work together to determine the need for, and estimated cost and value of the above programs. These programs will be provided as required by Idaho Code §33-1612 and the rules governing thoroughness at IDAPA 08.02.03.

V. Special or Alternative Programs

Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation, (Section 504), and the Americans with Disabilities Act (ADA)

While the Individuals with Disabilities in Education Act (IDEA), Section 504 of the Rehabilitation, (Section 504), and the Americans with Disabilities Act (ADA) all have different definitions of disability and all three have different purposes and guidelines, ACVS will ensure that all three federal statutes are adhered to as it pertains to ACVS student body and staff. ACVS designs their academic programs based on student strengths in order to ensure that an optimal learning environment is ensured for all students. ACVS provides a Special Education Program in full accordance with federal and state regulations and guidelines. ACVS will adopt the Idaho Special Education Manual from the State Department of Education The ACVS Special Education administrator, which may also be the Administrator/Principal if certified appropriately, will hold the role of the IDEA, Section 504, and ADA Compliance Officer.

ACVS will ensure that students who meet the definition of disability as outlined within the Educational Law of IDEA are identified, evaluated and provided with appropriate educational services, including related services, assistive technology, and Extended School Year, in the least restrictive environment possible to ensure attainment of all their goals. For those students who need or are believed to need special instruction and/or related services under IDEA, ACVS will establish and implement, prior to student enrollment, a system of procedural safeguards. The safeguards will cover students' identification, evaluation, meeting protocol, development of educational goals if necessary, placement, and continued program development as necessary. This system will fully comply with all IDEA regulations.

ACVS will ensure that students and or staff who meet the definition of disability as outlined within the Civil Rights Law of Section 504 and/or ADA will receive the accommodations they need in order to be successful in their endeavors. Prior to the first day of school an ACVS policy will be clarified that delineates what constitutes a 504 accommodation and who would be eligible.

Eligibility

ACVS will provide a free and appropriate public education (FAPE) to qualified students who have meet the definition of a disability as outlined in the Idaho Special Education Manual 2007, chapter four. A free and appropriate public education will consist of regular and/or special education and related aids and services designed to meet the individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met. “Qualified students with a disability” for whom ACVS will provide these services are students with a disability who are: between the ages of three through the end of the first semester in which they turn twenty-one; or of an age at which it is mandatory under state law to provide elementary and secondary educational services to students with disabilities; or a student to whom a state is required to provide a free appropriate public education under the Individuals with Disabilities Education Act (IDEA).

A certified special education teacher will be responsible to develop and monitor Individual Education Plans (IEPs) and supervise the implementation as written in a collaborative manner with the general education teachers. Current IEP’s may be accepted from another school; however modifications may be required to adjust to the virtual environment of ACVS. The special education teacher, and/or learning coach under his/her supervision, will provide services as determined through the IEP Team meeting. The special education teacher and general education staff will collaborate fully in order to ensure a successful educational experience for all students.

Students protected under either IDEA, Section 504, and/or ADA will be determined to meet the definition of disability by the federal law they seek protection under.

Evaluation

ACVS will utilize evaluative procedures for initial evaluations and periodic re-evaluations of students who need or are believed to need special education and/or related services because of disability that ensure students are not misclassified, unnecessarily labeled as having a disability, or incorrectly placed, based on inappropriate selection,

administration, or interpretation of evaluation materials. ACVS will conduct periodic re-evaluations at three-year intervals or more frequently if conditions warrant, such as prior to a significant change of placement, or if the student's parent or teacher requests a re-evaluation. Changes considered significant by ACVS include, but are not limited to, exclusion from the educational program for more than 10 school days, transfer of a student from one type of program to another, or terminating or significantly reducing a related service.

ACVS will adopt the Idaho Special Education Manual. All forms used by ACVS will comply with, if not fully replicate, State forms.

Pursuant to Section 504 regulations, ACVS will individually obtain information that would substantiate a student as eligible for a 504 accommodation before classifying the student as having a disability or providing the student with accommodations under Section 504. The determination of substantial limitation will be made on a case-by-case basis with respect to each individual student, in accordance with Section 504 regulations. A temporary impairment does not constitute a disability for purposes of Section 504 unless its severity is such that it results in a substantial limitation of one or more major life activities for an extended period of time. The issue of whether a temporary impairment is substantial enough to be a disability will be resolved on a case-by-case basis, taking into consideration either the duration or expected duration, of the impairment and the extent to which it actually limits a major life activity of the student.

All evaluations, whether actually administering the evaluation or gathering specific information will be done without discrimination or bias, presumptions, and/or stereotypes regarding persons with disabilities or classes of such persons. If parents disagree with the determination, a request for a due process hearing may be made.

Impartial Due Process Hearing

If there is a dispute between the parent of a student who qualifies under IDEA and ACVS with respect to: (1) the identification of the student as qualifying for IDEA; (2) evaluation

of the student; and/or (3) the educational placement of the student; and/or (4) IEP implementation concerning the child, the individual is entitled to certain procedural safeguards. ACVS will adhere fully to the most currently adopted Idaho Special Education Manual (at this writing Chapter 13 of the Idaho Special Education Manual 2007) in regards to these disputes. The student will remain in his/her current placement until the matter has been resolved through the process set forth.

If the parent of a student who qualifies under Section 504, or ADA for accommodations disagrees with a decision of ACVS with respect to: (1) the identification of the student; (2) the obtaining of evaluations of the student; and/or (3) the determined accommodations set forth for the student, the individual and/or their parents will resolve the issue through the following process.

- a. The parent of the student may make a request in writing for an impartial due process hearing. The written request for an impartial due process hearing will identify with specificity the areas in which the parent are in disagreement with ACVS.
- b. The ACVS Special Education administrator, which may also be the Administrator/Principal if certified appropriately, will hold the role of the IDEA, Section 504, and ADA Compliance Officer. That individual will make every effort to resolve the conflict at that level.
- c. Upon receipt of a written request for an impartial due process hearing, a copy of the written request will be forwarded to all interested parties within three (3) business days of receipt of the same by the appointed Compliance Officer. If it is determined that the designated Compliance Officer is not appropriate to serve as the monitor of the proceedings a Hearing Officer will be assigned.
- d. Within ten (10) days of receipt of a written request for an impartial due process hearing, ACVS will provide the parent and all other interested parties with notice of the person selected.
- e. Within five (5) days of ACVS's selection of a Hearing Officer, a pre-hearing conference will be scheduled to set a date and time for a hearing, identify the

issues to be heard and stipulate to undisputed facts to narrow the contested factual issues.

f. The Compliance Officer will in writing notify all parties of the date, time and location of the due process hearing.

g. At the hearing, ACVS and the parent may be represented by counsel.

h. The hearing will be conducted in an informal but orderly manner. Either party may request that the hearing be recorded. Should either party request that the hearing be recorded, it will be recorded using either appropriately equipped or a court-reporter. ACVS will be allowed to present its case first. Thereafter the parent will be allowed to present its case. Witnesses may be called to testify and documentary evidence may be admitted, however, witnesses will not be subject to cross-examination and the Idaho Rules of Evidence will not apply. The Hearing Officer will make all decisions relating the relevancy of all evidence intended to be presented by the parties. Once all evidence has been received the Hearing Officer will close the hearing. The Hearing Officer may request that both parties submit proposed findings of fact, conclusions and decision.

i. Within twenty (20) days of the hearing, the Hearing Officer should issue a written report of his/her decision to the parties.

Appeals may be taken as provided by law. The parent may contact the Office of Civil Rights, 1244 Speer Blvd., Suite 310, Denver, Colorado 80204-3582, (303) 844-5695 or 5696.

Grading Procedures for Special Education Students

In every way possible students who qualify for special education at ACVS will be included in all procedures and protocols as specified for all other students at ACVS when deemed appropriate. ACVS will adhere fully to the most currently adopted Idaho Special Education Manual (at this writing Chapter 7 of the Idaho Special Education Manual 2007) in regards to grading. Students on an IEP will receive grades according to criteria set forth in Chapter 7 of Idaho Special Education Manual:

The transcript serves as a record of individual accomplishments, achievements, and courses completed. Transcripts shall adhere to the following conditions:

1. Accommodations that allow the student to complete and demonstrate that he or she has met graduation requirements will not be noted on the transcript.
2. Adapted course work may be noted on the transcript if the parent and/or adult student is informed in advance and the designation is not discriminatory. More specifically, cannot identify the student as having a disability or receiving special education.
3. Course designations, titles, or symbols that are used solely to identify adapted course work that is taken by students with disabilities will not be used.

Disciplinary Procedures for Special Education Students

In every way possible students who qualify for special education at ACVS will be included in all procedures and protocols as specified for all other students at ACVS when deemed appropriate. However, ACVS will adhere fully to the most currently adopted Idaho Special Education Manual (at this writing Chapter 12 of the Idaho Special Education Manual 2007) in regards to discipline.

Gifted and Talented Program

Section 33-2001, Idaho Code describes gifted/talented students as "...those students who are identified as possessing demonstrated or potential abilities that give evidence of high performing capabilities in intellectual, creative, specific academic, or leadership areas, or ability in the performing or visual arts and who require services or activities not ordinarily provided by the school in order to fully develop such capabilities." All public schools, including charter schools, must identify and serve gifted/talented students. By law, ACVS is required to provide for special instructional needs of gifted and talented students enrolled in ACVS. The Board, in conjunction with the Principal and staff, will develop the State required plan for ACVS's gifted/talented program. The Plan will include a philosophy statement, definition of giftedness, program goals, program options, identification procedures and a program evaluation. ACVS's initial plan will be submitted to the Department of Education. Pursuant to State Board mandate, the Plan will be updated every three (3) years. The Board designates the Principal or his/her designee to be responsible for development, supervision and implementation of ACVS's

gifted and talented program. Such program will include, but not be limited to, the following:

- Expansion of academic attainments and intellectual skills;
- Stimulation of intellectual curiosity, independence and responsibility;
- Development of a positive attitude toward self and others; and
- Development of originality and creativity.

The Principal/Designee will establish procedures consistent with state guidelines for screening, nominating, assessing, and selecting students of demonstrated achievement, or potential ability in terms of general intellectual ability and academic aptitude.

Development of a continuum of services, ranging from general enrichment, to curriculum differentiation, to acceleration, is recommended by the National Research Center on the Gifted and Talented for challenging gifted and talented students. Additionally, there are a variety of methods for meeting the educational needs of gifted students. Acceleration (skipping grades), enrichment activities, curriculum compacting, pull-out programs for the gifted, ability grouping, and differentiated instruction are some of the options. ACVS will review all of those options as needed to ensure that our population of gifted students are acknowledged and are provided opportunities to achieve their full potential.

Limited-English Proficiency (LEP) Program

ACVS anticipates an initial enrollment ranging from 100-200 students. ACVS attendance zone is education region 3, or the Treasure Valley, within the Treasure Valley the most prevalent ethnic group are individuals of Hispanic or Latino origin, based upon the 2006 Idaho Census. This population does not have a consistent representation throughout the Treasure Valley, for example, according to the census; individuals of Hispanic or Latino origin constitute 9% of the general population in Idaho, in Canyon County that percentage increases to 21%, while in Boise the percentage reduces to 4.5%. With those statistics in mind it could be feasible that ACVS could anticipate Limited-English Proficient (LEP) students could make up 10-20% of our total enrollment. In accordance with the Board's philosophy to provide a quality educational program to all students, ACVS will provide an appropriately planned instructional program for

identified students whose dominant language is not English. ACVS has specifically made choices on our curriculum, particularly with ELLis Academic, for individuals with limited English proficiency. The purpose of ACVS LEP program is to increase the English proficiency of eligible students, so they can attain academic success. Students that have limited English proficiency (LEP) will be identified, assessed, and provided appropriate services. ACVS will maintain an effective means of outreach to encourage parental involvement in the education of their students. The BlackBoard School Central learning platform can convert to a variety of languages. This will be accomplished at the beginning of each school year. ACVS will enlist the services of an interpreter to communicate with non-English speaking parents, as required by law. Parents will also regularly be apprised of their student's progress.

Progression of Student through LEP Program

The Principal/Designee will implement, supervise and disseminate written procedures regarding an LEP program which will:

1. Identify and assist LEP students.
2. Create a plan to quickly emerge student in the English language.
3. Transition LEP students through the program with fluency as quickly as possible.
4. Set attainable goals for students to meet.

LEP Program Goals and Procedures

ACVS's Principal/Designee will also oversee appropriate LEP instruction and compliance with applicable laws and regulations, by ensuring implementation and adherence to the following programs and procedures:

- A. Program goals - Students whose dominant language is not English should be enrolled in ACVS. Students will have access to and be encouraged to participate in all academic and extracurricular activities of ACVS. Students will be identified by teacher referral and by appropriate testing. Identified students will be provided an appropriate, planned instructional program, which may include one-on-one education with a learning coach.
- B. Student Enrollment Procedures - ACVS will establish the following procedure for identifying students whose language is not English.

1. ACVS will have registration cards for every new student that includes at least the question:
What is the primary language spoken in the home?
2. If a response is any language other than English, ACVS will send a School/Home Language Survey (HLS) home to the parents.
3. If the survey comes back indicating that a student may be LEP, they will be tested with the English language learners (ELL) Placement test within 30 days of registration or within 2 weeks (15 days) of entry into the school (if during the year).
4. If the student tests less than proficient on the ELL Placement test, then a letter will be sent home to the parents indicating that their child was identified as needing specific English language services. The parent will then be given the opportunity to waive or accept services to improve English skills.
5. If the parent does not waive the LEP services for his/her child, the student will be placed in a program of “high quality language instruction,” based on scientifically-based research.
6. Once a student tests proficient on the ELL test, they will be exited from the LEP program and monitored for two years. Students on monitoring status will be coded LEPX on the ISAT and still counted for state and Federal funding purposes.
7. Those students whose parents waive the services may not be considered LEP for state and Federal funding purposes and ISAT coding. However, they are still ELL and will still be served according to their needs.

C. Assessment Procedures for Program Entrance and Measurement of Progress

1. ACVS’s testing coordinator will oversee compliance with the requirements of “No Child Left Behind (NCLB)” by administering the Idaho English Language Assessment (IELA) to determine a student’s proficiency in the English language once they have been placed in the LEP program. This will enable ACVS to comprehensively and accurately track LEP student growth.
2. LEP students will take the IELA in addition to the ISAT or other state content assessment tests administered to students statewide.
3. The IELA will be given using pencil and paper.

4. ACVS will study the results of IELA and ISAT tests to set standards and objectives for raising LEP students' level of English proficiency.
5. ACVS's testing coordinator, having been trained in the pre-identification process, will identify all eligible LEP students so labels can be generated and the correct number of tests (by grade span) can be shipped to ACVS.
6. The pre-identification will take place through the same secure website of the ELL Placement test.
7. ACVS's testing coordinator will administer the IELA each spring (approximately February through April).
8. ACVS plans to use the following state adopted Idaho English Language Development Level Descriptors:

Level 1 – Beginning

Students performing at mastery of this level of English language proficiency begin to demonstrate basic communication skills. They can understand brief, very simple speech on familiar topics, with visual support. They can respond to simple social talk and academic instruction by using gestures or a few words or phrases, or very simple subject predicate sentences. With assistance, they can read very brief text with simple sentences and familiar vocabulary, supported by graphics or pictures. They can write words, phrases and very simple sentences. They exhibit frequent errors in pronunciation, grammar, and writing conventions that often impede meaning. Beginning was chosen to reflect the skill level of English learners as they are just beginning to learn English; it refers to the mastery level after roughly six months of English language development (ELD) instruction.

Level 2 - Advanced Beginning

Students performing at mastery of this level of English language proficiency communicate with increasing ease in a greater variety of social and academic situations. They can understand brief, simple speech on mostly familiar topics, and need visual support. They can engage in basic social talk and academic instruction by using phrases or simple subject-predicate sentences. With assistance, they can read brief text with

simple sentences and mostly familiar vocabulary, supported by graphics or pictures. They can write phrases and simple sentences. They exhibit frequent errors in pronunciation, grammar, and writing conventions that often impede meaning. Advanced Beginning was chosen for the second level because Objectives at that level generally reflect advancement of skills above the Beginning level rather than lack of skills below the Intermediate level.

Level 3 – Intermediate

Students performing at mastery of this level of English language proficiency begin to expand the complexity and variety of their communication skills. They can understand speech on familiar and some unfamiliar topics, and may need some visual support. They can engage in social talk and academic instruction using increasingly detailed sentences. They can independently read simple text with mostly familiar vocabulary, and can read more complex text supported by graphics or pictures. They can write simple texts with support. They exhibit fairly frequent errors in pronunciation, grammar, and writing conventions that may impede meaning. Intermediate tends to be a major benchmark in ELD progress; English learners with proficiency at this level can learn in various content areas in a mainstream classroom as long as the teacher provides appropriate support.

Level 4 - Early Fluent

Students performing at mastery of this level of English language proficiency communicate adequately in complex, cognitively demanding situations. They can understand social and academic speech at their grade level, and may need some visual support for unfamiliar topics. They can engage in social talk and academic instruction using detailed sentences and expanded vocabulary. They can write texts near grade level. They exhibit some errors in pronunciation, grammar, and writing conventions that usually do not impede meaning.

Level 5 – Fluent

Students performing at mastery of this level of English language proficiency communicate effectively with various audiences on a wide range of topics, though they

may need further enhancement and refinement of English language skills to reach the native level of their peers. They can understand a variety of social and academic speech at their grade level. They can engage in social talk and academic instruction using varied sentence structures and vocabulary appropriate to the context. They can independently read grade-level text, including technical text. They can write expanded texts appropriate to their grade level. They may exhibit a few errors in pronunciation, grammar, and writing conventions that do not impede meaning. Early Fluent and Fluent reflect the practice of considering English learners at these levels for redesignation as Fluent English Proficient status (based on a variety of appropriate measures). The tables below show the correspondence between scale scores obtained on the Idaho English Language Assessment (IELA) and Idaho English Proficiency Levels. Scale scores are derived from raw scores and provide results for alternate forms (e.g., B1 and B2) on a common scale. IELA scale scores can be compared for the same domain and the same grade-span test (A, B, C, D or E). For example, all Form C Reading scale scores can be compared, regardless of whether the student took the C1 or the C2 Reading test. However, Form C scale scores cannot be compared to Form D scale scores. Scale scores are useful for making comparisons over individuals and over time (with the restrictions cited above), but they are not useful in gauging absolute levels of performance unless they are mapped onto proficiency levels as they are in the tables that follow. The mapping of score ranges onto proficiency levels is based on the results of a formal Standard Setting process involving Idaho educators. These tables can be used to determine a student's level of proficiency based on total test results and within each language domain. In addition, they can be used to know where in the proficiency category (e.g., bottom, middle) a student's score places her or him. The first table below shows the range of Total IELA scale scores that correspond to each of five proficiency levels.

The following table shows scale score ranges corresponding to proficiency levels in each of the language domains (Listening, Speaking, Reading, Writing, and Comprehension.) Only three proficiency levels are reported because the individual language domain tests do not include a sufficient number of items to reliably report more than three levels.

Language Domains Proficiency Levels				
Form	Grade	Beginning	Advanced Beginning to Intermediate	Early Fluent and Above
A	K	Below 80	80-99	100 and above
B1 or B2	1	Below 80	80-99	100 and above
	2	Below 83	83-108	109 and above
C1 or C2	3	Below 80	80-99	100 and above
	4	Below 81	81-106	107 and above
	5	Below 85	85-107	108 and above
D1 or D2	6-8	Below 80	80-99	100 and above
E1 or E2	9-12	Below 80	80-99	100 and above

D. Exit from LEP Program - ACVS will exit students out of the LEP Program when they:

1. Score at the Fluent level overall (5) and at the Early Fluent level or above (EF+) on each domain tested on the IELA; AND one of the following:
2. Receive an Idaho Reading Indicator (IRI) score of at least a 2, or an Idaho Standards Achievement Tests (ISATs) score that meets the “Basic” level; OR
3. Demonstrate access to mainstream content curriculum in one of the following ways:
 - a. Elementary: Consistent proficient scores on grade level benchmark unit assessments; or
 - b. Secondary: Core content area GPA (non-modified) of 2.0; or
 - c. Qualified teacher observations that are based on language proficiency benchmarks and criteria, with supporting portfolio of student classroom work.

Taking into consideration the State recommended exit criteria, ACVS will detail exit criteria on the annual LEP Plans which are approved by the Board and submitted to the LEP Program Manager June 30th of each year.

E. Return to LEP Program - In instances when students who have been exited out of the LEP program still need more assistance, the following procedure for reclassification back into the LEP program will be followed:

1. ACVS will determine whether the student in fact needs to be placed back into the LEP program. In most cases, these students will still be on two-year monitoring status and coded as LEPX. LEPX students are eligible to take the IELA each spring that they are on monitoring status, however it is not required. ACVS's testing coordinator will recommend that these students be tested, so that further monitoring can take place.

Additional forms of monitoring an exited student will be:

- a. classroom teacher observations
- b. classroom or unit assessments
- c. student work
- d. other statewide assessments
- e. conversations with the student and parents

2. If sufficient evidence deems that a particular student needs to be placed back into the LEP program, ACVS's testing coordinator will make sure all documentation is placed in the student's cumulative file.

3. ACVS's reclassification form for the student file might include, but may not be limited to the following:

- a. Date
- b. Student name
- c. Student ID number
- d. Student LEP number
- e. Original entry date into the LEP program
- f. Exit date of original LEP program
- g. Total previous years in the (an) LEP Program prior to exiting
- h. Criteria for originally exiting the LEP program
- i. Reason for placing the student back into the LEP program
- j. Signature of LEP Coordinator
- k. Signature of Principal
- l. Copy of notification letter sent to parents

4. ACVS will notify the parent in writing if the student is placed back into the LEP program. The parent may still opt to waive services. If the parent waives services, documentation should be placed in the student's file.

5. If the student is placed back in a program, then they will again be coded as LEP for testing purposes. ACVS will track the exact number of years (total) that a student has been in an LEP program.

LEP Instructional Program, Educational Approach, and Classroom

Accommodation

A. ACVS will use of the “sheltered English instruction” as it has produced positive results according to the Idaho State Board of Education and ERIC, the Educational Resources Information Center.

B. ACVS feels teacher in-service helping teachers become proficient in the sheltered model matches our model of teaching to the student needs using proven protocol.

C. The following are examples of some of the methods teachers will employ:

1. Extralinguistic cues such as visuals, props, and body language (Parker, 1985).
2. Linguistic modifications such as repetition and pauses during speech (Parker, 1985).
3. Interactive lectures with frequent comprehension checks.
4. Cooperative learning strategies (Kagan, 1985).
5. Focus on central concepts rather than on details by using a thematic approach.
6. Development of reading strategies such as mapping and writing to develop thinking (Langer & Applebee, 1985).

D. The Principal will monitor the program through the Sheltered Instruction Observation Protocol (SIOP) model to ensure teacher follow through. Teacher’s aides and Principal will constantly evaluate student progress, but test data monitoring progress will be the best and most accurate measure of progress.

1. Teachers will be given instruction on use of the SIOP model, including the following components:

- a. Component 1: Lesson Preparation
- b. Component 2: Building Background
- c. Component 3: Comprehensible Input
- d. Component 4: Strategies
- e. Component 5: Interaction
- f. Component 6: Practice/Application

g. Component 7: Lesson Delivery

h. Component 8: Review and Assessment

2. The Principal will monitor progress of each teacher in the model.

E. Deborah J. Short, Center for Applied Linguistics and Jana Echevarria, California State University, Long Beach (1999) Conclusions referenced Darling-Hammond (1998, pps. 7-8), in which the kinds of knowledge teachers need to prepare students for standards-based instruction include the need for teachers to:

1. Understand the subject matter deeply and flexibly.
2. Know about learning (teaching strategies, decision-making strategies about the content to cover and the best way to do so, assessment strategies, language acquisition theory.
3. Know about curriculum resources and technologies.
4. Know about collaboration-their collaboration with other teachers, students collaborating together, and collaboration with parents.
5. Be able to analyze and reflect on their practice, to assess the effects of their teaching, and to refine and improve their instruction.

F. Additional Support

1. Students not achieving at expected levels will receive additional help with the infusion of a direct pullout program if needed, in which the student is temporarily removed from the educational environment for specialized attention. The program will be run by an appropriately qualified aide.
2. The elementary instruction is centered on specially designed academic instruction in English. The educational approaches chosen for implementation will reflect the demands of a high level of diversity in the LEP population and will be based on sound research.
3. An ELP is required for any student who has an accommodation on a state-wide or district-wide assessment. Any assessment accommodation given must be an accommodation that a student receives during regular classroom instruction. A student may not receive accommodations on any assessment if that specific accommodation is not documented in the ELP and provided in the classroom. The intention is that every school evaluates the specific individual needs of each LEP student and is helping the student daily, rather than just on assessments. The ELP also helps to provide every teacher with valuable information regarding how to serve each of their LEP students. It is

recommended that every LEP student has an ELP on file, even if that particular student is not given accommodations in the classroom.

Staffing and Professional Development

1. An effort will be made to provide some in-service every year on achieving successful sheltered instruction.
2. The Principal will utilize the SIOP model to evaluate use of sheltered instruction.
3. All learning coaches or paraprofessionals who work with LEP students will preferably have experience, training, or language study in the language of the majority of the LEP population.
4. Because sheltered instruction is quality instruction, ACVS will promote using the model in all classes and all lessons.

Equal Access to Other School District Programs

1. Statewide Assessments: Idaho Standards Achievement Test (ISAT), Idaho Reading Indicator (IRI), Direct Writing Assessment (DWA) and Direct Mathematics Assessment (DMA).
 - a. LEP students must take the ISAT, DWA, DMA and IRI tests. However, there are some exceptions for LEP students, which are described below. All tests should be given in English; however, the Spanish IRI may be given to determine fluency in the native language and to assist with student educational learning plans. A person who scores a 3-4 on the Spanish Woodcock-Munoz is able to administer the Spanish IRI for a student.
 - b. ISAT

All LEP students must take the ISAT. However, if a student is coded LEP1, which means that they are new to a U.S. school within the past 12 months before testing, they may be exempt from the Reading and Language Usage ISATs. Those LEP1 students still must take the Math ISAT so they are counted for participation purposes, but will not be counted for proficiency (AYP) calculations. All other LEP students will be coded as LEP and take all ISAT tests. LEPX, students who are exited from an LEP program and who are in their 2-years of monitoring, will be counted in the LEP subgroup for proficiency

calculations, only if they are specifically coded as LEPX. It is imperative that all districts code their LEP students correctly on all tests, including the ISAT. In 2006, a Legislative change in rulemaking was made that affects LEP students on the ISAT.

Rules Governing Thoroughness 08-02-03-0502.111.04.c. Assessment in the Public Schools. This rule change removes the 7 year total that an LEP student may be in an LEP Program. Therefore, there is no longer a limitation on how long a student should be given services, if the services are needed.

2. Parents will be contacted to inform them of available programs and activities in the school and how to qualify.

Parent and Community Involvement

ACVS will communicate in writing with all parents.

A. Notification of Placement and Parental Rights

1. Each District or School serving English language learners shall inform the parents that their student(s) has been placed in an instructional program for English language learners, no later than 30 days after the beginning of the school year. Or, if the student is identified after the beginning of the school year, the district/school shall notify parents within the first two weeks of the child being placed in a program for ELL students. The notification must include the date it is sent and the date of enrollment of the student.

2. The following information should be included in the Notification of Placement:

- a. The reasons for the identification, which may include results from proficiency test, other test data, teacher, parent or self-referral. Multiple criteria for identification are strongly advised.
- b. The student's level of English proficiency, how such level was assessed, and the status of the student's academic achievement. Please include the name of the test and the date the test(s) was administered.
- c. Methods of instruction used in the program in which the LEP student is or will be participating in.
- d. Methods of instruction used in other available programs, including how such programs differ in content, instructional goals, and the use of English and a native language of instruction.

- e. How the program in which the student is, or will be participating in, will meet the educational strengths and needs of the student.
 - f. How the program will specifically help their child to learn English and meet age appropriate academic achievement standards for grade promotion and graduation.
 - g. The exit requirements, including the expected rate of transition from such program into English only instruction classrooms. For secondary school students, also include the expected rate of graduation.
 - h. How the program meets the objectives of the individualized education program of a child with a disability.
 - i. Information pertaining to parental rights that include written guidance on:
 - i. the right that parents have to have their child immediately removed from the program upon their request;
 - ii. the options that parents have to decline to enroll their child in the program or to choose another program or method of instruction, if available;
 - iii. the assistance available to parents in selecting among various programs and methods of instruction, if more than one program or method is offered by the district or school.
3. Open meetings will be conducted throughout the year with appropriate interpreters present.

Program Evaluation, Review, and Improvement

ACVS will evaluate the success of the LEP Program to ensure student success.

A. Using Data to Drive Decision Making for LEP Programs Data and test scores for each student should be only one way to evaluate if a program is successful. Professional development, teacher training and solid instruction all help to determine or drive the “data”. Therefore, there must be an accountability plan in place for all teachers to begin to implement good teaching strategies aimed at reaching the English language learners in their classroom.

1. Below is some of the information that schools should consider when disaggregating data:

- a. Race/ethnicity
 - b. Gender
 - c. Migrant, Immigrant or Refugee status
 - d. Free or reduced lunch
 - e. Individualized Education Plan (IEP) for special education
 - f. Gifted
 - g. LEP Program of service
 - h. 1st year in a U.S. school (LEP1)
 - i. LEP on 2 year monitoring status (LEPX1 or LEPX2)
 - j. English language proficiency assessment data (IELA)
 - k. Academic achievement data
 - i. Classroom grades
 - ii. ISAT, IRI, DWA, DMA
2. ACVS will create a school improvement planning checklist as per sample in Idaho LEP Program Guide.
3. ACVS will use the following grading procedures for students participating in LEP programs:
- a. Students will be required, with accommodations, to meet established academic standards and graduation requirements adopted by the Board.
 - b. ACVS will utilize a report card developed by the teachers and Principal to indicate growth as well as achievement. All ACVS students will be evaluated on the same platform so parents will be able to detect whether their student is growing in each academic area throughout the year. Students with limited language will be gaining growth tools so their evaluation will typically reflect growth more than achievement.
 - c. Graduation requirements (See Tab 3,)
4. Meet at the minimum with teachers and parents twice a year to discuss LEP progress.

VI. Plan for Dual Enrollment Participation

Students enrolled in ACVS will be allowed to participate in dual enrollment with traditional public schools as required by Idaho Code 33-203. Dual enrollment options

will be subject to district procedures as allowed in Idaho Code 33-203 (1). Parents will be provided information concerning dual enrollment options and requirements. State funding of a dually enrolled student will be only to the extent of the student's participation in the public school programs.

TAB 4: MEASUREMENT OF STUDENT PROGRESS

Measurement of Student Progress

In all program areas and at all levels, ACVS will assess student progress toward achieving learner goals and program area performance standards including: the content and data; the accomplishment of appropriate academic skills; the development of communication, critical thinking and reasoning; and the development of social competence. ACVS will use assessment results to improve the educational program, and use effective and appropriate tools for assessing such progress. This may include, but is not limited to: standardized tests; criterion-referenced tests; teacher-made tests; ongoing observation and evaluation; actual communication assessments such as writing, speaking, and listening assessments; samples of student work and/or narrative reports passed from grade to grade; samples of students' creative and/or performance work; and surveys of carry-over skills to other program areas and outside of school. This will accomplish ACVS's goal for all students to meet, at a minimum, the standards established by the state.

I. Measurable Student Educational Standards: Ref. Idaho Code 33-5202 (3) (b)

ACVS's goal is to accomplish these educational standards annually:

Goal One: Our students will, within one school year of continuous enrollment from the beginning of the school year, show an annual academic gain of minimally 50% in reading and math skills when measured on standardized state approved tests.

Goal Two: Sixty-five percent (65%) of our students will, within three consecutive academic years at ACVS, score at levels considered proficient or above on state approved standardized tests.

Goal Three: Ninety-five percent (95%) of our students in grades 7-12 will, within one school year, develop and maintain a career portfolio that documents exposure to the job market.

Goal Four: One hundred percent (100%) of students in grades 9 – 12 will, within one school year, participate in a vocational experience that is considered successful as documented by established indicators.

Goal Five: Seventy-five percent (75%) of students enrolled at ACVS in grades 11 and 12 will participate in the ACT and SAT tests within one school year. Of those students, fifty percent (50%) will meet or exceed the college entrance cut-off criteria established by Boise State University.

Goal Six: Seventy-five percent (75%) of our students will, within three consecutive academic years at ACVS, improve their personal scores in on state approved standardized tests.

II. Measurable Student Progress: Ref. Idaho Code 33-5205 (3) (c) and (d)

Goal One: Our students will, within one school year of continuous enrollment from the beginning of the school year, show an annual academic gain of minimally 50% in reading and math skills when measured on standardized state approved tests.

ACVS will measure goal one by:

1. 50% of K – 3 students will receive a score of proficient or better as measured by the Idaho Reading Indicator. This was determined by taking a representative sample of the progress data on the 2005/06 Adequate Yearly Progress data provided by the Idaho Department of Education and comparing it to our expected student population.
2. 50% of students in grades 5, 7, & 9 will receive a score of proficient or better as measured by the Idaho Direct Writing Assessment. This was determined by taking a representative sample of the progress data on the 2005/06 Adequate Yearly Progress data provided by the Idaho Department of Education and comparing it to our expected student population.
3. 50% of grade 4, 6, and 8 students will receive a score of proficient or better as measured by the Idaho Direct Mathematics Assessment. This was determined by taking a representative sample of the progress data on the 2005/06 Adequate Yearly Progress data

provided by the Idaho Department of Education and comparing it to our expected student population.

4. 50% of students will receive a score of proficient or above in all required subjects as measured by the Idaho Standards Achievement Test (ISAT). This was determined by taking a representative sample of the progress data on the 2005/06 Adequate Yearly Progress data provided by the Idaho Department of Education and comparing it to our expected student population.

5. 75% of students will achieve satisfactory or above in core subjects on quarterly academic progress reports as measured by teacher developed classroom assessment tools, such as, but not limited to culminating portfolios, assignments, quizzes and tests. Tools will be an ongoing development starting the first day of school. When ACVS is fully staffed, every teacher will meet with his/her colleagues in the grade below and the grade above to align expectations and established accommodations. Established standards will be reviewed and aligned with the curriculum to ensure teachers are preparing students for success at the next grade level, i.e., kindergarten teaches to first grade and above, first grade teaches to second grade and above, etc. Staff will also review student accomplishment records to direct their teaching efforts most effectively.

Goal Two: Sixty-five percent (65%) of our students will, within three consecutive academic years at ACVS, score at levels considered proficient or above on state approved standardized tests.

ACVS will measure goal two by:

1. Our students will demonstrate a 30% growth rate in reading and math skills through board approved portfolio assessment procedures after a period of two consecutive academic years at ACVS.
2. Our students will reflect continuous social and behavioral skills improvement and growth in skills by using the combined assessment tools of Social Skills Rating System® and the Social Skills Improvement System®. These tools will provide a nationally standardized series of questionnaires that addresses the need for an evidence-based, multi-tiered assessment and intervention system to help students develop, improve and maintain important social skills. Individual growth in social and behavioral skills will be

documented and evidenced by standardized scores annually. School wide growth will be assessed and documented through the overall group standard score which can be broken down by grade, age, and gender.

3. Our students will produce work that depicts academic growth that is acquired, integrated, extended, refined and utilized meaningfully as measured by required State DWA, DMA, IRI, and ISAT assessments.
4. Our students will reflect positive growth on the parent surveys done yearly on the parent's perception of their student's attitudes and habits toward, but not limited to, work ethic, honesty, empathy, taking responsibility, self-confidence, knowledge, etc.
5. Our students will reflect positive growth on self-assessment surveys done yearly on attitudes and habits toward task performance.

Goal Three: Ninety-five percent (95%) of our students in grades 7-12 will, within one school year, develop and maintain a career portfolio that documents exposure to the job market.

ACVS will measure goal three by:

1. Completion/progress monitoring benchmarks are:
 - a. All students will achieve satisfactory status or above for their grade appropriate portfolio based on rubrics developed by teaching staff. The rubric for the first grading period will be completed prior to the commencement of the first grading period. The rubric for the second grading period will be developed during the first grading period, and so on. The resulting rubric will be re-evaluated and updated at the conclusion of each academic year to ensure the highest level of academic excellence.
 - b. All eighth-grade students will develop an educational plan including a four year high school and a four year post high school career/education plan as part of their career portfolio.
 - c. Portfolio pieces may include, but not be limited to grade appropriate pictures, interviews, reports, journal pages, speeches, biographies, internships, plans, and college/career investigations. Development of the career portfolio will be directed by a teacher/advisor and reviewed by the parents.

Goal Four: One hundred percent (100%) of students in grades 9 – 12 will, within one school year, participate in a vocational experience that is considered successful as documented by established indicators.

ACVS will measure goal four by:

1. Completion/progress monitoring benchmarks are:

- a. All students will achieve satisfactory status or above for their grade appropriate portfolio based on rubrics developed by teaching staff. The rubric for the first grading period will be completed prior to the commencement of the first grading period. The rubric for the second grading period will be developed during the first grading period, and so on. The resulting rubric will be re-evaluated and updated at the conclusion of each academic year to ensure the highest level of academic excellence.
- b. Portfolio pieces may include, but not be limited to grade appropriate pictures, interviews, reports, journal pages, speeches, biographies, internships, plans, and college/career investigations. Development of the carrier portfolio will be directed by a teacher/advisor and reviewed by the parents.

Goal Five: Seventy-five percent (75%) of students enrolled at ACVS in grades 11 and 12 will participate in the ACT and SAT tests within one school year. Of those students, fifty percent (50%) will meet or exceed the college entrance cut-off criteria established by Boise State University.

ACVS will measure goal five by:

The student will participate in the ACT and SAT tests, fifty percent (50%) will meet or exceed the college entrance cut-off criteria established by Boise State University.

Goal Six: Seventy-five percent (75%) of our students will, within three consecutive academic years at ACVS, improve their personal scores in on state approved standardized tests.

ACVS will measure goal six by:

Seventy-five percent (75%) of students in attendance at ACVS will be expected to improve their personal scores in all aspects of the following assessments:

Direct Writing Assessment (State), Grades 5, 7, & 9

Direct Math Assessment (State), Grades 4, 6, & 8

Idaho Reading Assessment, Grades K– 3

ACT – 11, 12

SAT- 10-12

ISAT assessment, Grades 3-10

III. Standardized Testing

A. Statewide Assessments

The students at ACVS will be evaluated using the same standardized tests as other Idaho public school students and will follow guidelines as established by the Idaho State Board of Education. Assessments will reflect current Idaho State Board of Education guidelines as determined annually. Students who qualify for special education services will be included in all statewide and district wide assessments as required by law.

B. Additional Assessments

Additional yearly assessment tools may be required as determined by the ACVS Board.

C. Reporting of Student Test Results

Staff will report results of the following student tests to the school testing coordinator who will compile a report to be presented to the Principal/Designee:

1. Individual student progress
2. Grade level/school composite scores
3. Year-to-year comparative results by subject
4. Comparative results between ACVS, state, and national averages

D. Annual Reports will be submitted to our Authorizing Chartering Entity, providing formative and summative data to demonstrate that the school is meeting all the performance standards prescribed by the State and other standards still under construction. This data can include emerging Idaho State Department of Education standards, benchmarks and/or ACVS developed criteria.

IV. Accreditation: Ref. Idaho Code 33-5205 (3) (e)

A. State Accreditation of Charter School

ACVS will be accredited through the Northwest Association of Accredited Schools as the State of Idaho has determined this entity as the sole accreditation organization for Idaho.

B. Accreditation Standards

The Board will comply with all accreditation standards established by the Idaho State Board of Education. ACVS will use the Northwest Accreditation Standards.

C. Accreditation Reports

ACVS will submit all accreditation reports to the Elementary/Secondary Accreditation Committee in a timely manner.

V. “No Child Left Behind” (NCLB)

Student learning is the primary focus for ACVS. If ACVS is ever deemed to be a school that is in need of improvement as specified under “No Child Left Behind,” a Strategic Plan will be put in place as part of our accreditation process with the State of Idaho. The Strategic Plan will be developed by the ACVS Board, Principal, and staff representatives. The plan will outline, by year, educational steps including needed remediation for all educational goals identified. Explicit curriculum and procedures will be included in the Strategic Plan.

1. Plan for Improvement per NCLB

Should it be determined through our measurement systems that learning is being compromised, steps will be taken by the Principal and the Board to identify and target school and individual needs. A comprehensive plan of improvement will be developed that will examine curriculum, time on task, teaching instruction, and other important processes that affect student learning.

TAB 5: GOVERNANCE STRUCTURE

Governance

I. Description of Governance Structure

A. Governing Body

The Governing Body consists of Directors elected or appointed as set forth in the Corporate Bylaws Article 3. The number of Directors constituting the ACVS Board will be not less than five (5) or more than eight (8) Directors at any time. The function of the Board can be described as policy making and evaluating. The Board will have the further duty of directing the financial means by which the educational program is conducted. They will also ensure that the community be informed of the needs, purposes, values, and status of ACVS. The Board has ultimate responsibility for the fulfillment of the commitments in this charter and compliance with statute and administrative rule.

During the initial year of operation, the Board will be comprised of at least the following positions: president, vice-president, secretary, and treasurer. The responsibilities of these positions are outlined in the Corporate Bylaws. The minimal five (5) Board members must provide adequate representation of the following areas or perspectives: Education, Special Education, Business, Technology or parent of a student of Another Choice Virtual Charter School. The initial ACVS Board will be determined through appointment for a three year term as outlined in the Corporate Bylaws. All subsequent ACVS Board members will be nominated by any interested party and elected by the current board. The Corporate principals will remain the same unless the Articles of Incorporation are amended through the Idaho Secretary of State's office.

B. Liability

Upon approval, ACVS will be liable for all acts, omissions, debts or other obligations. To the fullest extent permitted by law, ACVS will defend, hold harmless and indemnify the State of Idaho, Idaho State Board of Education, State Charter School Commission, against any claim, action, loss, damage, injury liability, cost or expense of any kind or nature, including, but not limited to, attorney's fees and court costs, arising out of the operation of ACVS and/or arising out of the acts or omissions of the agents, employees or contractors of ACVS.

Upon approval, ACVS will secure and maintain insurance for liability, errors and omissions, and property loss. Pursuant to Idaho Code § 33-5204(2), the Authorized Chartering Entity has no liability for the acts, omissions, debts, or other obligations of this public charter school. ACVS may sue or be sued, purchase, receive, hold and convey real and personal property for school purposes, and borrow money for such purposes, to the same extent and on the same condition as a public school district. All employees, directors and officers will enjoy the same immunities as employees, directors and officers of traditional public schools.

II. Parental Involvement

The Board will establish policies to ensure parental involvement. These requirements will not require the payment of tuition or mandatory service requirements, but will strongly encourage parental participation in enrollment procedures, school policy recommendation, and student discipline. ACVS is a public school of choice and parents who choose this school for their students are agreeing to abide by the policies of the school. The Board will establish or recognize an official Parent Advisory Council (PAC). All parents of students enrolled in ACVS and full-time faculty will be members of the PAC. Officers of that committee will be elected annually by the members according to policy to be set by resolution of the Board. The PAC will be authorized to make recommendations regarding any aspect of the school. The PAC will assist and counsel the Board in the creation, implementation, and evaluation of school policy.

III. Annual Financial and Programmatic Audits

ACVS will contract to conduct an annual financial audit as defined in Idaho Code 33-701 subsection 6. The audit will be a full and complete audit conducted yearly by a qualified and independent CPA chosen by the Board and contracted by the school. Appropriate financial statements will be prepared throughout the year and presented at the audit. The audit will be conducted in accordance with generally accepted auditing standards. The audit will be included in an annual report to the Authorized Chartering Entity, after approval by the Board, and submitted no later than October 15th. During the March or

April Board meeting, ACVS's Board, with assistance from the Principal, will appoint a committee consisting of least one Board member, the Principal, one teacher, two ACVS parents, and one person at large (not affiliated with ACVS) who will conduct a programmatic audit each year targeting the parameters of this petition. The audit will be conducted as required by section 33-5205(3)(k), Idaho Code, and the conclusions will be reported to the Authorized Chartering Entity with suggestions for policy and program changes intended to improve the educational services provided to the students. The programmatic audit report will also be included in an annual report to the Authorized Chartering Entity and submitted no later than October 15th.

ACVS's staff will meet or exceed qualifications required by state law, including the following:

1. All individuals to be employed by ACVS will possess the personal characteristics, knowledge base, and successful experiences necessary for meeting the requirements of this Charter.
2. Administrative and instructional staff will be certified teachers, or a waiver or another limited certification option will be obtained as provided by rules of the Idaho State Board of Education. All instructional staff will be highly qualified as required by the "No Child Left Behind Act."
3. ACVS will follow the same personnel practices as are required by the Idaho Code. This will include supervision, evaluation, and dismissal as detailed by the Idaho Code.
4. Those required by Idaho Code 33-130 and others the Board or Administrator require will undergo State of Idaho criminal background checks including the FBI fingerprinting checks.
5. Teachers will be evaluated according to the procedures outlined in Idaho Code 33-513. Parents may make recommendations regarding teacher and/or administrator evaluations.
6. The school will employ as many teachers as course loads demand and as qualified applicants are available. All staffing decisions will be made with the needs of the students being the highest priority.
7. Student/Teacher ratios will be recommended by the Administrator or PAC and subject to Board approval. Student/Teachers ratios established may require the Board to hire

additional staff to ensure adequate services or dismiss staff members to ensure fiscal responsibility.

8. An experienced Clerk of the Board will be hired to be responsible for payroll, data entry, and records management.

TAB 6: EMPLOYEES

Employees

I. Employee Qualifications

A. Professional Development

A series of professional and in-house professional development sessions will be conducted to train personnel in the unique aspects of ACVS. Training may include, but is not limited to:

1. Instructional models methodology to insure the consistency of instruction as pertinent to ACVS student population and philosophy
2. Social Skill Development
3. Best Practices in Virtual Schools
4. Language Arts
5. Vocabulary Development
6. Teacher Expectations training
7. Math Development
8. Rules and Reasons – Student Behavior Plans
9. Memorization and Dramatization
10. Citizen of the Week/Citizen of the Month
11. Hall of Fame
12. Homework
13. Utilizing Parent Volunteers
14. Effective use of educational assistants, or paraprofessionals, or learning coaches
15. Modeling as a staff
16. Working with diversity

The Principal, Curriculum Developer, Informational Technology Specialist and all ACVS teachers will be strongly encouraged to obtain college level credit in online teaching.

There will be two ways this could be done. Boise State University offers a Graduate Certificate in Online Teaching that consists of 9 credits. This will be an acceptable certificate. Additionally, the following courses will be provided in an ongoing manner within the ACVS virtual community on our BlackBoard Platform:

1 Credit (15 class hours) – Technology: BlackBoard Basics

1 Credit (15 class hours) – Multi Media

1 Credit (15 class hours) – Portfolios & Assessments

3 Credits (45 class hours) – Online Course Design

These courses have been developed for ACVS with Northwest Nazarene University at a cost of \$60 per credit per teacher. It is required that the Curriculum Developer, take these courses prior to school starting. It is strongly encouraged that all teachers take these course offerings during their tenure with ACVS.

There will be significant professional development provided to ACVS staff through Pearson Digital Learning and the BlackBoard School Central learning management system.

B. Health and Safety Procedures

ACVS will comply with the provisions of Idaho Code to ensure the health and safety of staff and students by implementing health and safety policies and procedures. The policy/procedure in its entirety may be found in ACVS's Policy Manual, the bulk of which will be modeled after the "Charter School Model Policy Manual" created by the Idaho School Board Association. Applicable policies and procedures will be included in the student handbook. Some of ACVS's applicable health and safety policies and procedures and their references are listed below:

1. Criminal History/Background Check Policy (See Appendix Four)
2. Equal Employment Opportunity and Non-Discrimination Policy (See Appendix Four)
3. Sexual Harassment/Sexual Intimidation in the Workplace Policy (See Appendix Four)
4. Staff Complaints/Uniform Grievance Procedure (See Appendix Four)
5. Substance- and Alcohol-Free Workplace Policy (See Appendix Four)
6. Tobacco-Free Policy (See Appendix Four)
7. Weapons Policy (See Appendix Four and Student Handbook in Appendix Three)
8. Facilities Inspection Policy (See Appendix Four)
9. First Aid/Emergency Treatment Policy (See Appendix Four)
10. Medication Administration Policy (See Student Handbook in Appendix Three)

11. Discipline Policies including, but not limited to, Truancy, Detention, Suspension, and Expulsion (See Tab 7 and Student Handbook in Appendix Three).

C. Employee Benefits

All employees who currently are members of PERSI will continue their participation. All new employees will become members of PERSI. Employees will contribute at the rate established by PERSI. All employees will contribute to the Social Security System. ACVS will make all employer contributions as required by PERSI, and Federal Social Security. ACVS will also pay for workers compensation insurance, unemployment insurance, and any other payroll obligations of an employer as required by Idaho Code 33-1279. ACVS will also allow for accumulation of sick leave as allowed by Idaho Code 33-1217. The Board will provide health insurance and may establish other benefits.

D. Transfer Rights

The transfer rights of an employee choosing to work at ACVS and the rights of such employees to return to any non-charter school after employment at ACVS will be dependent upon the school district from which an employee might transfer. ACVS claims no transfer rights.

The Board for ACVS will provide coverage for their employees with the Public Employee Retirement System, federal social security, unemployment insurance, and worker's compensation insurance.

E. Collective Bargaining

The staff of ACVS will be considered a separate unit for purposes of collective bargaining.

F. Teachers and Administrators Under Contract

All teachers and administrators will be on a written contract approved by the ACVS Board of Directors on a form approved by the Superintendent of Public Instruction.

TAB 7: ADMISSION PROCEDURES

Admission Procedures

I. Admission Procedures

ACVS will be open to all students, on a space available basis within each grade level as established by the Board. The school will not discriminate based on race, creed, color, gender, national origin, or ancestry. Special needs of students will not be a factor in admission decisions. The school will not charge tuition for students residing in the state of Idaho, levy taxes, or issue bonds. The Board may choose to charge student fees as allowed by state law.

In year one a total student cap will be as follows:

There will be a cap of no more than 16 Kindergarten students.

There will be a cap of no more than 134 students in grades 1 through 8.

There will be a cap of no more than 80 students in grades 9 through 12.

In year two a total student cap will be as follows:

There will be a cap of no more than 20 Kindergarten students.

There will be a cap of no more than 200 students in grades 1 through 8.

There will be a cap of no more than 80 students in grades 9 through 12.

A. Enrollment Deadline

ACVS has established an enrollment deadline of the first Friday of every April by which date all requests for admission to attend ACVS for the next school year must be received. Late applications will be accepted for admission for slots remaining open and/or in addition to waiting lists at any time. Enrollment deadline dates will be advertised each year. The board through the appropriate channels may determine a change in the enrollment deadline. However, that date would need to be advertised as appropriate.

B. Requests for Admission

A parent, guardian, or other person with legal authority to make decisions regarding school attendance on behalf of a student in Idaho, may make a request in writing for such

student to attend ACVS. A single request for admission must be submitted on behalf of all siblings. The request for admission must be submitted to, and received by, ACVS on or before the enrollment deadline. The request for admission will contain the name(s) and grade(s) of student(s) seeking enrollment, address, and telephone number of each prospective family.

C. Admissions Preference

If initial capacity is insufficient to enroll all pupils who submit a timely application, then the admission procedures may provide that preference shall be given in the following order: first, to children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of the public charter school; second, to siblings of pupils already selected by the lottery or other random method; and third, an equitable selection process such as by lottery or other random method.

1. Founders

Founders will be defined as those persons:

- a. involved in the initial writing of the petition for the Charter of ACVS, by:
 - i. researching start-up facilities sites
 - ii. budget planning
 - iii. writing pre-operation policies and definitions
- b. Those individuals who have made a significant contribution to the development and pre-operation establishment of ACVS as defined by the Board.

D. Priority of Preferences for Initial Enrollment

1. Selection Hierarchy

Admission preferences for initial enrollment of students for ACVS will have the selection hierarchy as described in Section 33-5205 of the Idaho Code and IDAPA 08.02.04.203.

2. Attendance Areas

The primary attendance area for ACVS will be statewide. During the first year of operation the primary attendance area will be Educational Region 3 which includes the Treasure Valley.

3. Re-enrollment

Once enrolled, students will not be required to reapply each year thereafter. Hence, once admitted, a student will not be removed because another student seeks admission.

E. Priority Preferences for Subsequent Enrollment Periods

If capacity is insufficient to enroll all pupils for subsequent school terms, who submit a timely application, then the admission procedures may provide that preference shall be given in the following order: first, to pupils returning to the public charter school in the second or any subsequent year of its operation; second, to children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of the public charter school; third, to siblings of pupils already enrolled in the public charter school; and fourth, an equitable selection process such as by lottery or other random method.

F. Proposed Attendance List

There shall be no carryover from year to year of the list maintained to fill vacancies. A new lottery shall be conducted each year to fill vacancies which become available.

G. Provision for Over Enrollment: Equitable Selection Process

If capacity is insufficient to enroll all pupils for subsequent school terms, who submit a timely application, then the admission procedures may provide that preference shall be given in the following order: first, to pupils returning to the public charter school in the second or any subsequent year of its operation; second, to children of founders, provided that this admission preference shall be limited to not more than ten percent (10%) of the capacity of the public charter school; third, to siblings of pupils already enrolled in the public charter school; and fourth, an equitable selection process such as by lottery or other random method.

H. Final Selection List

The names of the persons in highest order on the final selection list will have the highest priority for admission to ACVS in that grade, and will be offered admission to ACVS in such grade until all seats for that grade are filled.

1. Notification and Acceptance Process

- a. Within seven days after conducting the selection process, ACVS will send an offer letter to the parent, who submitted an admission request on behalf of the student, advising the person that the student has been selected for admission to ACVS. The offer letter must be signed by the student's parent, and returned to ACVS no later than 15 calendar days from the date of the acceptance letter.
- b. Within seven days after conducting the selection process, ACVS will send a letter to the parent, or other person who has submitted an admission request on behalf of the student, advising them that the prospective student is not eligible for admission, but will be placed on a waiting list and may be eligible for admission at a later date during that school year if a seat becomes available.
- c. If a parent receives an offer letter on behalf of a student and declines admission, or fails to sign and return the offer within 15 calendar days of the acceptance letter, then the name of that student will be stricken from the final selection list, and that seat will be made available to the next eligible student on the selection list.
- d. If a student withdraws from ACVS during the school year for any reason, then the seat that opens in that grade will be made available to the next eligible student on the selection list.

2. Subsequent School Years

The final selection list for a given school year will not roll over to the next subsequent school year.

I. Amendments

ACVS has the right to amend these admission procedures as needed with the approval of the Authorizing Chartering Entity. Any changes will conform to the laws of the State of Idaho and applicable rule of the Idaho State Board of Education.

II. Disciplinary Procedures

A. Due Process

When school begins in the fall of each year, the Principal/Designee will review with staff and students ACVS's expectations of students. At that time, the material contained in the ACVS Student Handbook will be reviewed as well as any other information that may be pertinent. This review will constitute the basis for informing students of policies and procedures, and should they fail to adhere to them, the disciplinary action that will occur.

B. Consequences

Discipline actions and consequences for violations of school rules, regulations, and procedures include, but are not limited to, the following:

- a. Student conference with the Teacher and/or Principal.
- b. Email or phone call to parent
- c. Loss of privileges
- d. Student and parent conference with Teacher and/or Principal
- e. Suspension from extracurricular activities
- f. In-School Suspension (if applicable)
- g. Out-of-school suspension (if applicable)
- h. Referral to Counselor or Student Specialist for intervention

2. Recommendation to Board for Expulsion

The Principal determines appropriate consequences for infractions. Both the seriousness of the violation and the number of violations will be considered in determining the proper disciplinary action(s) to be taken.

C. Suspension Policy

While it is highly unlikely that in a virtual school suspension would be necessary, the Principal may temporarily suspend any pupil for disciplinary reasons. Procedure used for suspension will conform to the minimal requirements of due process and IDEA specifications.

1. Temporary Suspension:

ACVS's Principal may temporarily suspend any student for disciplinary reasons or for other conduct disruptive of good order or of the instructional effectiveness of ACVS. A

temporary suspension by the Principal shall not exceed five (5) school days in length; and the Board may extend the temporary suspension an additional ten (10) school days. If the Board finds that immediate return to ACVS by the temporarily suspended student would be detrimental to other students' health, welfare or safety, the Board may extend the temporary suspension for an additional five (5) school days. Prior to suspending any student, the Principal or Board will grant an informal hearing on the reasons for the suspension and the opportunity to challenge those reasons. Any student who has been suspended may be readmitted to ACVS by the Principal or Board who suspended him upon such reasonable conditions as said Principal or Board may prescribe. The Board will be notified of any temporary suspensions, the reasons therefore, and the response, if any, thereto. The Board shall be notified of the reasons for and response, if any, to any temporary suspensions.

2. In-school Suspension:

In-school suspension can be for one (1) period to five (5) days. The student is assigned to a study area during the suspension. The missed period(s) or days do not count as absences and the student is allowed to complete all work for full credit.

D. Expulsion Policy

While it is highly unlikely that in a virtual school expulsion would be necessary, the Principal or Board may deny attendance at ACVS by expulsion of any student who is a habitual truant, or who is incorrigible, or whose conduct, in the judgment of the Principal or Board, is such as to be continuously a discipline problem, or who may be harmful to the other students. IDEA regulations and due process will always be addressed. Any student having been expelled may be readmitted to ACVS by the Principal or Board upon such reasonable conditions as may be prescribed by the Principal or Board; but such readmission will not prevent the Principal or Board from again expelling such pupil for cause. No student will be expelled nor denied enrollment without the Principal or Board having first given written notice to the parent of the student, which notice shall:

- State the grounds for the proposed expulsion;
- Indicate the time and place where such parent may appear to contest the action of the board to deny school attendance; and

- State the rights of the pupil to be represented by counsel, to produce witnesses and submit evidence on his own behalf, and to cross-examine any adult witnesses who may appear against him.

Within a reasonable period of time following such notification, the Principal or Board will grant the student and his parents a full and fair hearing on the proposed expulsion. However, the board will allow a reasonable period of time between such notification and the holding of such hearing to allow the student and his parents to prepare their response to the charge.

Any student who is within the age of compulsory attendance, who is expelled as herein provided, will come under the purview of the Juvenile Corrections Act, and the Principal or representative designated by the Board will, within five (5) days, give written notice of the student's expulsion to the Prosecuting Attorney of the county of the student's residence.

E. Reenrollment to School Following Expulsion

A student who has been expelled may appeal to the Board to hear a petition for reenrollment in school. ACVS's Board will have the right to deny reenrollment for disciplinary or attendance reasons.

III. Alcohol, Tobacco, Drug Policy

ACVS recognizes that substance abuse, the harmful use of drugs, tobacco and alcohol, and the problems associated with it are becoming increasingly commonplace in our society. We recognize that a student's involvement with drugs and alcohol may cause problems in their daily lives. We also recognize that in many instances a student's involvement can lead to the illnesses of chemical dependency and alcoholism. We support prevention, early intervention, and appropriate referral. Our intent is to identify and document any behavior/appearance that would be considered problematic to the student. We will be involved in disciplinary action when needed as outlined in the policy manual and student handbook (See "Drug Policy" in Student Handbook Appendix Three).

IV. Attendance Alternatives

Because ACVS is a new entity and not a conversion of an existing school, the attendance alternative will be the same as for those presently residing within the area. Students located within the attendance area of ACVS will have the option to enroll in existing public schools presently serving the area. No student will be required to attend ACVS.

V. Public Notification of Enrollment Opportunities

In accordance with Idaho Code, all advertising and promotion processes for ACVS will include the dissemination of enrollment information, in English and possibly other language(s) taking into consideration the demographics of the area, at least three (3) months in advance of the enrollment deadline established by ACVS each year, to be posted in highly visible and prominent locations within the area of attendance of ACVS. In addition, ACVS will ensure that such process includes the dissemination of press release and/or public service announcements to media outlets that broadcast within, and/or disseminate printed publications within, the ACVS area(s) of attendance. ACVS will ensure that such announcements are broadcast and/or published by such media outlets on not fewer than three (3) occasions, beginning not later than fourteen (14) days prior to the enrollment deadline each year. Finally, such enrollment information will advise that all prospective students will be given the opportunity to enroll in ACVS, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs.

VI. Denial of School Attendance

ACVS is a public school, open to all students based on the provisions provided within this petition. Strict adherence to ACVS's Code of Conduct for Students as described in the student handbook is required for optimum learning to be achieved. We will strongly encourage new/incoming students and parents to signify their acceptance of and willingness to comply with the conditions and consequences of ACVS's Code of Conduct. Students who are truant, incorrigible, disruptive to the learning process, or present a health or safety risk will follow the provisions set forth under Disciplinary Procedures in this petition. Except in extenuating circumstances as presented to the

Board, a student expelled from another school or district in this state or any other state will be denied the right to enroll in ACVS. Written notice to the parent of the student will state the grounds for the denial of enrollment and will indicate a time and place where parents may appear to contest the action of the Board.

VII. Parental Access to Student Handbook

Upon approval of the charter, the Board will appoint a committee to further develop the student handbook to ensure it reflects the vision and purpose of ACVS, and will continue to be in compliance with Idaho School Board Policies and the laws of the State of Idaho. The student handbook will be available in hard copy and on the ACVS website. All new students will receive a copy of the student handbook upon enrollment.

VIII. School-Provided Access to Electronic Information, Services, and Networks

A. General

Internet access and interconnected computer systems are available to ACVS's students and faculty. Electronic networks, including the Internet, are a part of ACVS's instructional program in order to promote educational excellence by facilitating resource sharing, innovation, and communication. In order for ACVS to be able to continue to make its computer network and Internet access available, all students must take responsibility for appropriate and lawful use of this access. Students utilizing school-provided Internet access are responsible for good behavior online. The same general rules for behavior apply to students' use of school-provided computer systems. Students must understand that one student's misuse of the network and Internet access may jeopardize the ability of all students to enjoy such access. While the ACVS's teachers and other staff will make reasonable efforts to supervise use of network and Internet access, they must have student cooperation in exercising and promoting responsible use of this access.

B. Curriculum

The use of ACVS's electronic networks will be consistent with the curriculum adopted by ACVS, as well as the varied instructional needs, learning styles, abilities, and

developmental levels of the students, and will comply with the selection criteria for instructional materials and, if applicable, library media center materials. Staff members may, consistent with ACVS's educational goals, use the Internet throughout the curriculum. ACVS's electronic network is part of the curriculum and is not a public forum for general use.

IX. Internet Safety

If applicable, each ACVS computer with Internet access will have a filtering device that blocks entry to visual depictions that are (1) obscene, (2) pornographic, or (3) harmful or inappropriate for students, as defined by the Children's Internet Protection Act and as determined by the Principal/Designee.

ACVS will also monitor the online activities of students, through direct observation and/or technological means, to ensure that students are not accessing such depictions or other material that is inappropriate for minors. The Principal/Designee will enforce the use of such filtering devices.

A. Definition of "Harmful to Minors"

The term "harmful to minors" is defined by the Communications Act of 1934 (47 USC Section 254 [h][7]).

B. Methods of Ensuring Acceptable Internet Usage

Filtering will only be viewed as one of a number of techniques used to manage student's access to the Internet and encourage acceptable usage. It will not be viewed as a foolproof approach to preventing access to material considered inappropriate or harmful to minors. Filtering will be used in conjunction with:

- Educating students to be "Net-smart;"
- Using recognized Internet gateways as a searching tool and/or homepage for students, in order to facilitate access to appropriate material;
- Using "Acceptable Use Agreements;"

- Using behavior management practices for which Internet access privileges can be earned or lost; and
- Appropriate supervision, either in person and/or electronically.

The system administrator and/or Principal/Designee will monitor student Internet access.

C. Confidentiality of Student Information

Personally identifiable information concerning students may not be disclosed or used in any way on the Internet without the permission of a parent or, if the student is 18 or over, the permission of the student himself/herself. Users should never give out private or confidential information about themselves or others on the Internet, particularly credit card numbers and social security numbers. A supervising teacher or administrator may authorize the release of directory information, as defined by law, for internal administrative purposes or approved educational projects and activities.

D. Internet Access Conduct Agreements

Each student and his/her parent will be required to sign and return to the school at the beginning of each school year the Internet Access Conduct Agreement prior to having access to ACVS's computer system and/or Internet Service (see Student Handbook in Appendix Three).

E. Warranties/Indemnification

ACVS makes no warranties of any kind, express or implied, in connection with its provision of access to and use of its computer networks and the Internet provided under this policy. ACVS is not responsible for any information that may be lost, damaged, or unavailable when using the network, or for any information that is retrieved or transmitted via the Internet. ACVS will not be responsible for any unauthorized charges or fees resulting from access to the Internet, and any user is fully responsible to ACVS and will indemnify and hold ACVS, its trustees, administrators, teachers, and staff harmless from any and all loss, costs, claims, or damages resulting from such user's access to its computer network and the Internet, including but not limited to any fees or charges incurred through purchases of goods or services by the user. The user or, if the

user is a minor, the user's parent agrees to cooperate with ACVS in the event of the school's initiating an investigation of a user's use of his/her access to its computer network and the Internet.

F. Violations

Given that IDEA must be adhered to, if any user violates this policy, the student's access will be denied, if not already provided, or withdrawn and he/she may be subject to additional disciplinary action. The system administrator and/or Principal/Designee will make all decisions regarding whether or not a user has violated this policy and any related rules or regulations and may deny, revoke, or suspend access at any time, with his/her/their decision being final.

TAB 8: BUSINESS PLAN

Business Plan

I. Business Plan

A. Description

An organizing group of founders have written the initial petition for a Charter for Another Choice Virtual Charter School and have recruited and appointed an initial Board of Directors with specific areas of expertise. The Board of Directors is to establish and set forth school policies and rules. The founders will continue to be a data gathering entity, recommending curriculum, teaching instruction, professional development and/or daily operations that will reflect the vision, purpose and mission of ACVS Charter School to the ACVS Board. Additional Founding Members may be recruited prior to the official opening of the first school year in order to accomplish the goals of ACVS Charter.

B. Marketing Plan

ACVS will be aggressive in marketing prior to the school opening. Advertisements will be on the web, in local newspapers, radio stations, and with other community partners. ACVS will develop a web site. As per Idaho Code, all advertising and promotion processes for ACVS will include the dissemination of enrollment information, in both English and other languages as required by the demographics of the area, at least three (3) months in advance of the enrollment deadline established by the public charter school each year, to be posted in highly visible and prominent locations within the area of attendance of the public charter school. In addition, ACVS will ensure that such process includes the dissemination of press release and/or public service announcements on local radio channels and media outlets that broadcast within, and/or disseminate printed publications within, the attendance area of the public charter school. Marketing will be offered no less than on three (3) occasions, beginning not later than fourteen (14) days prior to the enrollment deadline each year will be presented. Finally, such enrollment information will advise that all prospective students will be given the opportunity to enroll in the public charter school, regardless of race, color, national or ethnic origin, religion, gender, social or economic status, or special needs. Advertising for ACVS may actively recruit students for enrollment using, but not limited to, the following methods:

1. Advertising with public schools located within the target area using flyers upon administrative approval.
2. ACVS website (available after charter approval) that will introduce information about the school.
3. Brochures promoting the curriculum and methods used at ACVS.
4. Public informational meetings about ACVS held in accordance with Idaho Statute §67-23.
5. Other methods that may include: news releases, newspapers, news conferences, and newsletters.

C. Management Plan

1. Operations

ACVS will be organized as outlined in detail under Tab 2, and will generally follow the organizational structure of a multi-grade virtual classroom environment. A virtual environment offers a unique opportunity for the traditional student classroom. Enrollment shortages in one grade would allow for the possibility of combined grades as deemed appropriate to achieve student learning goals. The Principal will determine the day-to-day operations of the school learning environment including but not limited to the school calendar, schedule, and hours of operation in accordance to State required hours of attendance and Board approval.

2. Board Policy

Upon approval of a charter, the Board will be charged with developing a policy manual modeled after the Idaho School Board Association Model Policy Manual. This manual will include policies including, but not limited to: Instruction, Students, Community Relations, Personnel, Administration, Financial Management, Non-instructional Operations, School Facilities, and Philosophy. Board Policy will be made available to the public either as a hard or electronic copy or both.

3. Class Size

ACVS will be organized to feel and act as a small school with learning clusters typically developed with one to two grade levels per classroom. The general education teacher will typically have a teaching load of 40 students. This may consist of two grade levels or if applicable one subject area. This will be determined based on the most appropriate way to meet the needs of the student population. ACVS plans to offer grades K-12 as the curriculum choices indicate. Teacher assignments will be made based on highly qualified guidelines and student enrollment.

In our initial school year we will have a total student cap of 230 students. We believe that students benefit from uniquely designed learning that can be self-paced; this philosophy can be optimized using the virtual format as well as the curriculum offerings that ACVS offers. Additionally, a Curriculum Coordinator will be employed as a grant funded position for minimally the first three years of operation in order to facilitate more course offerings. The virtual environment makes it possible to turn what often is seen as negative (i.e. large, hard to control classrooms with wide ranges of ability levels) into a more positive, energetic, and vibrant place in which to learn. We anticipate drawing upon a large number of local students enrolled in home school and private schools in neighboring communities, as well as students who have not benefited from other models of education delivery. Market research of approximately 150 parents of students conducted during the fall of 2007 and 2008, supports our belief that parents want educational options for their students, especially for parents of individuals with different learning styles.

4. Estimate of School Population

Year	Grades	K	1	2	3	4	5	6	7	8	9	10	11	12	Total
Year One*	K-16	23	25	25	25	25	25	25	11	11	11	11	11	11	230
Year Two	K-20	24	24	27	28	28	29	20	20	20	20	20	20	20	300
Year Three	K-20	24	20	20	25	25	30	30	30	30	20	20	20	20	319
Year Four	K-25	24	20	20	25	25	30	30	30	30	20	20	20	20	319
Year Five	K-25	24	20	25	25	25	30	30	30	30	20	20	20	20	324

D. Resumes of Directors

The Board was specifically selected for their expertise in a variety of areas. Appendix Five has a full listing as well as the resumes of all board members.

E. Financial Plan

A school that uses a virtual environment has a broad range of initial and ongoing expenses. In order to achieve the educational goals of ACVS a combination of funding sources are required. Ongoing funding sources will include state allocation per student funding as well as private grants, business collaborations and donations. ACVS determined that a full time grant writer is a highly desired staff member. This position will be initiated minimally in the second year of operation. All these sources will work together for fiscal sustainability of ACVS. Initially ACVS will also be able to access two start-up grants that are offered within the state of Idaho. The allocations and the expected expenditures of these grants, and a very conservative state allocation per student funding allocation have determined the first three years of operation. A detailed listing of how these three funding sources will merge together to support and sustain ACVS, as well as a listing of budget assumptions has been detailed in the first five pages of Appendix Six.

ACVS will minimally retain three business relationships between the BlackBoard School Central Corporation, Pearson Digital Learning, and Computers for Kids. The actual contracts from those three major collaborators with specific financial information are provided in Appendix Six.

There will be other purchases that will be required in order to fully meet the goals of the charter. These minimal purchases are listed in Appendix Six. Line items for these materials are documented within the Annual Operating Expenses allocations.

F. Start-up Budget with Assumptions

The start-up budgets and assumptions listed within the first five pages of Appendix Six are determined off of minimal state allocation and grant allocations. ACVS anticipate additional revenue from a variety of sources. Two highly feasible sources of additional

income can be derived from outsourcing our curriculums. The ELLis Academic™ has potential to be an excellent resource for English as Second Language learners of all ages. This program could be used as a revenue maker for ACVS with other public schools and charters, as well as private individuals. The same could be said for the GED, ACT, and SAT test preparatory curriculum that is available to others through the NovaNet™ curriculum. ACVS anticipate that these curriculums could be used to generate income if needed or desired.

G. Three-Year Operating Budget Form

The three year operating budget form is listed in Appendix Six.

II. Transportation

A. Transportation Services

In a virtual school environment transportation will not be a primary issue. However, the goal of ACVS is to provide a significant amount of social interaction and vocational opportunities with students in order to facilitate social, emotional, and vocational goals. Therefore, in those situations ACVS may provide transportation services to students within our primary attendance area as needed and or requested and agreed upon by the Board.

ACVS, or its contracted designee, may transport any student when it serves to facilitate social, emotional, and/or vocational goals as deemed appropriate for the educational plan when the age, health, safety, and/or educational plan of the student warrants for them to attend. A day care center, family day care home, or a group day care facility, as defined in section 39-1102, Idaho Code, may substitute for the student's residence for student transportation to and from school location. ACVS will not transport students between child care facilities and home in accordance to 33-1501, Idaho Code.

B. Student Travel To or From an Extracurricular or Co-Curricular Activity

Unless other travel arrangements are authorized, students will board the contracted bus at the school designated point of origin for the trip and will return to the designated point of

origin in the bus if applicable. There will be no stops along the designated route to pick up or discharge students without written permission that is signed and dated by the guardian. The only variation allowed in this regulation is the release of students to parents in a face-to-face situation at the close of the activity before buses begin the return trip.

III. School Lunch Program

A. Student Nutrition

In a virtual school situation the school lunch may not be an issue. However, when the situation deems it appropriate, parents will be responsible to ensure students bring their lunch with them to school. The estimated cost to the school for this program will be \$0. However, no student will be denied acceptance into ACVS based on his/her inability to provide lunch. If necessary, ACVS may work with parents, the Idaho Food Bank, or on their own to provide food services. Meals provided will be subject to the guidelines of the local health district. When it is determined that there are sufficient funds, facility and resources, ACVS may begin offering hot food services and will follow the guidelines listed by the National School Lunch Program.

B. Free and Reduced Lunch

If ACVS develops a school-lunch program, the Board will approve policies for determining eligibility of students for free and reduced prices for meals, verification reporting, and record keeping before the implementation of such program. Any such policies will be consistent with guidance from the Idaho State Department of Education.

C. Lunchroom Climate

If applicable, ACVS will provide an environment that provides students with a place where they have adequate space to eat.

D. Meal Times and Scheduling

If applicable, ACVS will provide:

1. Students with at least 20 minutes to eat after sitting down for lunch.

2. Meal periods scheduled at appropriate times, e.g., lunch will be scheduled between 11 a.m. and 1 p.m.
3. Recess or break periods will be scheduled to follow lunch periods for all grades.
4. Access to water during mealtimes, in whatever manner is deemed appropriate.
5. Access to hand washing or hand sanitizing before students eat meals or snacks.
6. Reasonable accommodations of the tooth-brushing regimens of students with special oral health needs (e.g., orthodontia or high tooth decay risk.)

TAB 9: VIRTUAL CHARTER SCHOOL REQUIREMENTS

Virtual Charter School

ACVS is a virtual public school. It is deemed virtual because it meets the following definition of a virtual public school in Idaho, “Public virtual school’ means a public charter school that may serve students in more than one (1) school district and through which the primary method for the delivery of instruction to all of its pupils is through virtual distance learning or online technologies. ACVS provides families and student a unique way to deliver and receive their educational services that will be adjusted as needed to fully maximize learning for all students. ACVS provides an opportunity to make the 21st century classroom a reality in Idaho for all students.

A. The learning management system by which courses and communication will be delivered is via the Blackboard K-12 School Central TM. ACVS board members have a business relationship with the Blackboard provider. This web system is fully hosted by the provider. The cost of Blackboard School Central is \$15,000 annually. During the first three years of operation this cost will be supported through our State grant funds, after the grant expires this cost will be incorporated into the general budget. Once ACVS has been approved the BlackBoard agreement will be confirmed and purchased.

B. Through the Blackboard K-12 School Central TM system there are significant opportunities to provide an environment for community building as well as to expand the learning opportunities for both the students and the teachers. In many cases professional development will be delivered via the same format the students will be learning in. This format provides a synchronous and an asynchronous learning environment for both teacher and student. The Blackboard learning system and the Blackboard on line community system connect together seamlessly with the Pearson Digital Learning materials to maximize student engagement and learning in all areas and for all grade levels. Through this system home and school connections, as well as Parent Advisory Committees, are strengthen while maintaining flexibility and affordability.

Teachers will be required to attend the Pearson curriculum training. This training will consist of a total of eleven days; seven of those days will be in a face to face onsite format prior to school starting, and four of those days being delivered via the internet. These days will be incorporated into the school calendar.

BlackBoard School Central provides six weeks of intensive on line training with the purchase of the BlackBoard system. The training is taught in a train the trainer format, allowing our full staff to benefit from the expertise of the individuals trained. It has been determined that minimally the IT Specialist and the curriculum developer will receive that training in order to provide the most comprehensive technical support to ACVS teachers.

Teachers are required to have ongoing professional development specifically in the area of on line instruction, as previously identified in Tab Six, Employee Qualifications. Northwest Nazarene University, a community partner, has significant experience in providing on line instruction utilizing the Blackboard™ format. ACVS and Northwest Nazarene University have a collaborative agreement to facilitate all teachers, both general and special education, to receive university credit in online teaching strategies if needed. Boise State University also has an online educational program available. These courses covers a wide variety of issues including class preparation, fundamentals of online teaching, accountability, assessment, collaboration, and incorporation of various forms of technology.

ACVS teachers are required to make contact minimally twice a week, with their students and/or family members as appropriate. They are required to maintain virtual office hours as well. Contacts may be done via phone, email, face to face meetings, virtual meetings, and on line scheduled phone conferences. Frequent feedback about student progress is vital in order for families to be an active part of their child's education. On line live lessons from teachers and the use of learning coaches will be implemented as needed to ensure student success and to meet the Least Restrictive Environment using a full continuum of services aspect of IDEA.

Attendance is defined as either:

- 1.) actual hours of attendance in ACVS determined on a flexible schedule as determined by the school calendar, or
- 2.) the percentage of coursework completed,
- 3.) in either case the student is required to make twice weekly contact,

Under either definition, the student's time computation must include the actual time the student is engaged in school based activities as outlined by the ACVS teacher/s. This may include supplemental hours in music, art and Physical Education as determined and approved by the ACVS teacher/s. Both the BlackBoard School Central system and the Pearson learning products have tracking mechanisms within their programs to monitor time usage if needed.

Idaho Code §33-512 requires that each school district adopt a calendar that provides students at each grade level with the following minimum number of hours of instruction:

K	450 hours
Grades 1 -3	810 hours
Grades 4-8	900 hours
Grades 9-12	990 hours

Credit for a course is provided once the class has been completed. Courses have been previously developed through the curriculum choice offerings. School is developed around a traditional school calendar. However, if a student needs addition time to complete their course work an accommodation can be made as long as the course is completed by the end of a 12 month period.

While it is expected that the expansive curriculum offerings will meet most individual student needs, it is possible that more curriculum will be needed based on a student's particular educational requirement. Therefore, a grant funded position of a Curriculum Coordinator will be established for the first three years of operation. This individual will

work with the teachers and the administrator to ensure that all needed courses developed and offered via the BlackBoard™ system. These courses will be retained allowing other students to access these materials over several years. This will enable the teachers to concentrate solely on teaching while using the system and curriculum for individualization on course material as well as course delivery.

The curriculum selected allows the teacher to adapt the curriculum down to the objective level so accommodations can be made for both higher and lower skills as needed for both the individual and the entire class. The BlackBoard™ learning management system allows students and families to access curriculum, grading and assignment information at all times. Additionally, video presentations and other curriculum enrichment materials can be stored and assessed at any time. This can be very beneficial to a student that may need to see the presentation more than once in order to fully understand the assignment. Teachlets, as well as many other advanced forms of visual presentations such as united streaming can all be utilized using this format. Assistive Technology can be easily connected as needed for our students. It is intentional that as with any course, the teacher will prepare the expectations for the course, provide accommodations as necessary, and then grade and disseminate those grades as appropriate. Furthermore, the Blackboard K-12 School Central™ has a component called Safe Assign that protects originality and copyright infringement and teaches students to individualize work. The learning management system is a well thought out product that works seamlessly with many technology based applications.

In order to provide social experiences opportunities for students to work together in a face to face format will be available on occasion. An Activities Coordinator will facilitate those endeavors. Within the Blackboard K-12 School Central™ students will be able to collaborate in a group within the on line environment with the Wimba Collaboration Suite.

Teacher and parent involvement in student learning is necessary. Through ACVS students can have a personalized learning plan designed in conjunction with the student,

teacher, and parent. The learning plan can be determined quickly using the BASI: Basic Achievement Skills Inventory that is incorporated within the NovaNet™ curriculum package. This assessment is delivered via internet and provides a complete norm and criterion referenced achievement test. If the student requires further assessment, testing and further plan development will be completed with an IEP or a 504 accommodation as needed.

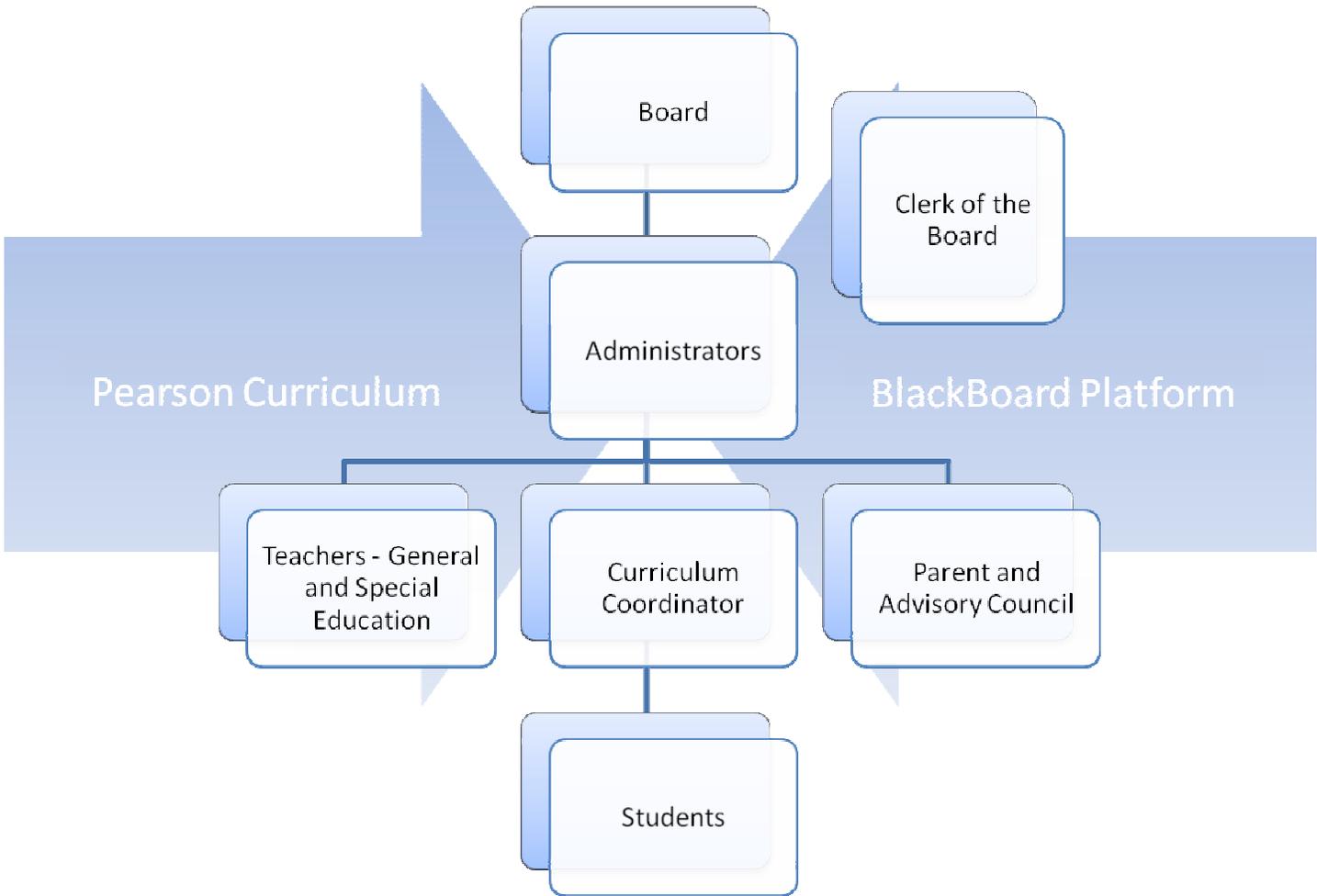
As stated, both the BlackBoard School Central system and the Pearson learning products have tracking mechanisms within their programs to monitor the duration of time the program is used, as well as frequency of accessing materials. Without question teachers will be grading assignments as they would in any school situation, however, with both of these programs grading is minimized due to the technology.

The Blackboard K-12 School Central™ organization assures security, availability, and reliability in accessing their program. Blackboard provides minimal technical support for the hardware and software as it relates to that program. Teachers will be trained in the platform and curriculum prior to the start of school and will be able to assist students with basic questions and issues. The Blackboard K-12 School Central™ is a fully hosted management system. However, it is expected that using a virtual school format technical support will be required. Therefore, ACVS has designated a full time position to provide onsite technical assistance and/or support as it relates to curriculum and teaching or learning activities surrounding the technology. ACVS has additionally designated an additional .5 FTE for an Assistive Technology Coordinator. This individual's duties include working with individuals with special needs that may need more assistance on maximizing their learning by using assistive technology.

ACVS will obtain computers through a contract with Computers for Kids. This is a nonprofit organization that works with Idaho's children and schools to ensure that a computer is available for them at low cost. We will be fiscally responsible by using family computers if the family so desires. Ultimately, ACVS will ensure that all students have access to computers that have the necessary system requirements, and the online

ability needed, to access all educational material. Computers will be considered loaned to the student and will be required to be returned to ACVS within 15 days of exiting our program for any reason. A \$20.00 monthly stipend for nine months of the year will be provided to each student for internet access in their home. If more than one child lives in the same home only one stipend will be provided to the house. The cost for this is documented within grant expenses for the first year, and then absorbed within the general budget thereafter.

A visual representation of how all the components of ACVS work together is shown below.



TAB 10: BUSINESS PRACTICES

Business Practices

I. Business Arrangements

A. Facilities Contract

ACVS has a commitment and contract with two possible community providers for specific locations. In both locations ACVS students and staff will have access to facilities on their campus to accommodate our needs and educational purposes if applicable. Lease costs have been incorporated into the budget. Both locations have been outlined in Tab Two, Facilities. ACVS will be aggressive in working with our community partner with property located on Middleton and Roosevelt Avenues for the specific reason this location would have a larger square footage and would allow ACVS to be able to have a larger computer lab and actual library. Our budget reflects the expectation that during the initial year we will be in a smaller office and small computer lab location. It is expected and realistic to expect to pay between \$12 and \$15 per square foot. We currently have a commitment from our community provider for a location.

B. Curriculum Contract

ACVS has chosen to contract with Pearson Digital Learning for an extensive curriculum package. This contract is in Appendix Six. ACVS additionally expect their teachers, in their effort to teach students using the State standards may need additional choices in order to reach our goal of providing an excellent educational environment. Therefore, a grant funded position of a curriculum coordinator has also been budgeted. That individual will work with the teachers to ensure that ACVS has a wide range of creative teaching materials available. Students attending ACVS will be able to benefit from their education from the first day of school.

C. Transportation Contract

ACVS does not plan at this time to have an outside transportation contract as school will primarily be delivered in the virtual format.

D. Meals Contract

ACVS does not plan at this time to have an outside provision of meals contract as school will primarily be delivered in the virtual format.

E. Legal, Accounting, and Independent Auditor Contracts

ACVS does plan on securing legal, accounting, and independent auditor contracts. ACVS will work with Ripley Doorn & Company Certified Public Accountants for their auditing needs. Additionally, the legal representative will be from the offices of Carl Hamilton Law Offices.

II. Additional Information

A. State Compliance

ACVS will comply with the Idaho State Board of Education and State Department of Education as they relate to Charter Schools and all state statutes applying to public education unless exempt through charter legislation. Accounting records will be in accordance with State Department of Education requirements using the Idaho Financial Accounting Reporting Management System. Documentation of a bonding of all personnel involved in financial operations will be provided prior to the start of school. ACVS will purchase a computer program called 2M Software. The invoice is provided in Appendix Six. This software works in conjunction with the financial reporting requirements of our state.

ACVS will conduct an independent financial audit annually. Ripley Doorn, C.P.A. has confirmed they will do our audits if the Board so desires.

Expenditures will be determined by the Principal. If needed, checks will be written by the Clerk. Three individual Board members will be approved as signers on the ACVS bank account. All checks will have two signatures documented.

B. Right to Evaluate Contract Compliance

The Public Charter School Commission will retain the right at any time to evaluate the degree to which ACVS is meeting the terms of the charter. The Board (or Designee) may choose to have a district representative(s) or an independent evaluator(s):

1. Visit ACVS;
2. Review ACVS's records and data;
3. Directly survey ACVS's parents, students, or employees;
4. Audit the books of ACVS;
5. Pursue other reasonable means of determining accountability for ACVS contract.
6. A monthly cash flow will be available to the Commission if requested.

III. Plan for Termination

It is the responsibility of the Board of ACVS to maintain communications with the Authorized Chartering Entity regarding any changes, problems, or difficulties in the operations of the school. The Authorized Chartering Entity and ACVS will resolve disputes relating to provisions of the Charter following the procedures set forth in section 33-5209, Idaho Code, and the applicable rules of the Idaho State Board of Education and the Authorized Chartering Entity for notice of defect and submission of a corrective action plan. Copies of any complaints filed against ACVS, including lawsuits, will be provided to the Authorized Chartering Entity within five (5) business days of receipt by ACVS.

A. Dissolution

Dissolution of ACVS will be conducted by ACVS's Board and will follow the Articles of Incorporation as stated under Tab 1. In the event of dissolution of the school, all parents will be notified in writing. ACVS will offer advice in the placing of students in alternate education settings.

B. Disposal of Assets

“Upon the winding up and dissolution of this Corporation, after paying or adequately providing for the debts and obligations of the Corporation, pursuant to Sections 30-3-114

and 30-3-115 of Idaho Code, the remaining assets will be distributed as outlined in the Articles of Incorporation. Any such assets not so disposed of shall be disposed of by a Court of Competent Jurisdiction of the county in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for public charitable or educational purposes” (Reference Articles of Incorporation).

C. Payment of Creditors

The Corporation will pay or adequately provide for the debts and obligations of the Corporation, pursuant to Sections 30-3-114 and 30-3-115 of Idaho Code.

D. Transfer of Student Records

It will be the ultimate responsibility of the President of the Board to ensure that all student school records will be forwarded to the local school district or to the school where the student will be attending.

APPENDIX ONE

APPENDIX TWO

APPENDIX THREE

APPENDIX FOUR

APPENDIX FIVE

APPENDIX SIX

APPENDIX ONE

ARTICLES OF INCORPORATION

OF

Another Choice Virtual Charter School, Inc.

IDAHO SECRETARY OF STATE
11/07/2008 05:00
CK: 169228 CT: 172099 BH: 1143612
1 @ 30.00 = 30.00 INC NONP # 2

C180749

To the Secretary of State of the State of Idaho:

THE UNDERSIGNED INCORPORATOR, in order to form a nonprofit corporation for the purposes hereinafter stated, under and pursuant to the provisions of the Idaho Nonprofit Corporation Act (Title 30, Chapter 3, Idaho Code), submits the following articles of incorporation:

ARTICLE I

The name of the Corporation shall be Another Choice Virtual Charter School, Inc.

ARTICLE II

The purpose for which the corporation is organized is to be a school. The business of the Corporation shall be conducted for the benefit of students, faculty, administration and patrons of the Corporation. The Corporation shall not issue certificates of stock and no dividends or pecuniary profits shall be declared or paid, nor shall any part of the net earnings of the Corporation inure to the benefit of, or be distributable to its incorporators, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth hereof.

No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting, to influence legislation (except as permitted by section 501(h) of the Code, if applied to the Corporation) and the Corporation shall not participate in, or intervene in (including the publishing or distributing of statements), any political campaign on behalf of or in opposition to any candidate for public office.

ARTICLE III

The street address of the registered office shall be 958 Corporate Lane, Nampa, Idaho 83651, until the Board of Directors designates another mailing address for the Corporation.

The name and address of the registered agent is as follows:

NAME	ADDRESS
Laura Sandidge	809 W. Riverstone Court Nampa, Idaho 83686

ARTICLE IV

The board of directors shall consist of no fewer than three (3) people and no greater than (8) people. The names and addresses of the persons who will serve as the initial Directors until their successors are elected and qualify are as follows:

NAME	ADDRESS
Laura Sandidge, Chairman of the Board	809 W. Riverstone Court Nampa, Idaho 83686
Kim Hunter, Treasurer	712 W. Redwood Lane Nampa, Idaho 83651
Jeri Hyslop, Secretary	11901 Emerson St. Caldwell, ID 83605

The Corporation may accept contributions, gifts, loans (including program related loans) and grants of whatever nature, and may accept contributions, gifts, loans and grants subject to conditions or restrictions as to use or expenditure of income and capital, or may reject any proposed contributions, gifts, loans and grants, all as in the discretion of the Board of Directors shall be determined to be consistent with the purposes for which the Corporation is formed.

As a means of accomplishing the foregoing purposes, the Corporation shall have the power to engage in any lawful act or activity necessary or conducive to the attainment of the purposes hereinbefore set forth; provided, however, that notwithstanding any provision of these Articles or any provisions of law, the Corporation shall not have the power to carry on any activities which would cause it to fail to qualify, or to fail to continue to qualify, as (a) an organization exempt from Federal income tax under section 501(c)(3) of the Code, or (b) an organization contributions to which are deductible under section 170 of the Code.

ARTICLE V

The name and address of the incorporators is as follows:

NAME	ADDRESS
Laura Sandidge Chairman of the Board	809 W. Riverstone Court Nampa, Idaho 83686
Kim Hunter, Treasurer	712 W. Redwood Lane Nampa, Idaho 83651
Jeri Hyslop, Secretary	11901 Emerson St. Caldwell, ID 83605

The powers of the incorporators shall cease upon the filing of these Articles of Incorporation.

ARTICLE VI

The mailing address of the Corporation shall be 958 Corporate Lane, Nampa, Idaho 83651, until the Board of Directors designates another mailing address for the Corporation.

ARTICLE VII

The Corporation shall not have voting members. The Corporation will have voting directors.

ARTICLE VIII

The Corporation is not organized for profit and shall not have authority to issue capital stock. There will be no payment provided to directors for serving on the Board.

In the event of the liquidation, dissolution, or winding up of the affairs of the Corporation, whether voluntary, involuntary, or by operation of law, the Board of Directors of the Corporation shall,

except as may be otherwise provided by law, transfer all of the assets of the Corporation in to the Idaho Charter School Commission, once all creditors have been satisfied.

ARTICLE IX

The Corporation shall not endorse candidates for public office, distribute or publish statements for or against candidates, raise funds for or donate to candidates, or become involved in any activity on behalf of or in opposition to any candidate. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation. However, the Corporation may, as a part of its educational activities, sponsor debates or forums to educate students and/or voters, so long as the debate or forum evidences no preference for or against a certain candidate or political position.

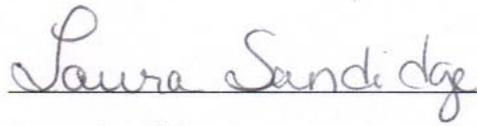
ARTICLE X

The affairs and business of the Corporation shall be managed and conducted by the Board of Directors. The other qualifications, election, number, tenure, powers, and duties of the members of the Board of Directors shall be as provided in the Bylaws, except that the number of directors constituting the Board of Directors shall be not less than three (3). The Board of Directors shall have the power to adopt, amend, or repeal the Bylaws.

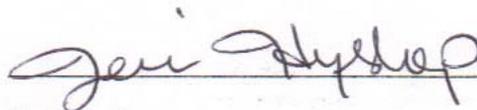
ARTICLE XI

These Articles of Incorporation may be amended by a majority vote of the Directors then in office at any annual, regular or special meeting that meets as prescribed in Idaho Open Meeting Laws. No amendment shall authorize the Corporation to conduct its affairs in any manner or for any purpose contrary to the provisions of section 501(c) (3) of the Code.

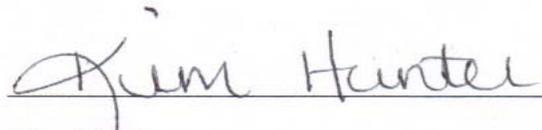
Dated this 15th day of October, 2008.

_____

Laura Sandidge

_____

Jeri Hyslop

_____

Kim Hunter

BYLAWS

OF

Another Choice Virtual Charter School, Inc.

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BY LAWS OF Another Choice Virtual Charter School, Inc.

ARTICLE I

OFFICES

The principal office of the Corporation shall be located at such place, within the State of Idaho, as the Board of Directors shall designate from time to time. The Corporation may maintain additional offices at such other places as the Board of Directors may designate. The Corporation shall maintain a registered office within the State of Idaho at such place as the Board of Directors may designate.

ARTICLE II

EMPLOYEES

“Member” shall also mean stockholder(s) or shareholder(s) the Corporation shall have no members or stockholders or shareholders. “Employee” does not include an officer or director who is not otherwise employed by the corporation.

ARTICLE III

BOARD OF DIRECTORS

Section 3.1: **Powers.** The Board of Directors of the Corporation shall supervise, manage, and control all of the affairs, business activities and policies of the Corporation.

Section 3.2: **Number, Tenure and Qualifications.** The number of directors constituting the Board of Directors shall be not less than three (3) or more than eight (8). The exact number of directors shall be fixed by a resolution adopted by the affirmative vote of a majority of the directors then in office. The initial Board of Directors shall be composed of those directors named in the Corporation’s Articles of Incorporation. Initially those directors shall appoint no more than five (5) additional board members that will represent adequate representation of the following areas or perspectives: Education, Special Education, Business, Technology or parent of a student of Another Choice Virtual Charter School. This shall be done within sixty days, or at the annual meeting of the directors, whichever comes first. All directors shall hold office for a

term of three (3) years and until his or her successor has been duly elected and/or appointed or until his or her earlier death, resignation or removal. Directors may hold consecutive terms. With unanimous board approval a director may choose to hold a one (1) year term in an effort to establish staggered terms.

The Board of Directors will consist of appointed directors and elected directors. All appointed and elected directors must have the approval of fifty percent of the current serving Board of Directors. Nominations for appointed directors may be presented to the Board by either a past or present director or a founding member. Nominations for elected directors may be presented to the Board by either a past or present director or a member of the Parent Advisory Council at-large. The director for both the education and parent perspectives will be elected positions. Nominations and appointments will be discussed during a regularly scheduled meeting when an opening has occurred. Notice of such meeting shall comply with state laws. Elections will be conducted as needed using a mechanism that is accessible to the full body. Notification of the election will be provided to the full body thirty (30) days prior to the election date.

Section 3.3: Resignation. A director may resign at any time by delivering written notice of his or her resignation to the Board of Directors, to the Chairman or to the Secretary of the Corporation. Such resignation shall be effective when the notice is delivered unless the notice specifies a later effective date. If a resignation is made effective at a later date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors deems it appropriate.

Section 3.4: Removal. A director may be removed, with or without cause, at an annual, regular, or special meeting of the Board of Directors by the affirmative vote of a two-thirds majority of the directors then in office. Notice of such meeting shall be provided in writing to each director at least five (5) days before the meeting. A director must be removed if they do not attend a minimum of one fourth of all regular meetings annually.

Section 3.5: Vacancies and Newly-Created Directorships. Vacancies on the Board of Directors resulting from the death, resignation, or removal of a director or from an increase in the authorized number of directors may be filled by an affirmative vote of a majority of the

remaining directors. A director elected to fill any vacancy resulting from the death, resignation or removal of a director shall hold office for the unexpired portion of his or her predecessor's term and until his or her successor has been duly elected or qualified. A director elected to fill a newly-created directorship shall hold office for a term of three (3) years, or for such shorter period as the Board of Directors may provide when electing such director, and until his or her successor has been duly elected or qualified.

Section 3.6: **Compensation.** Directors shall not receive compensation for their services as directors, but by resolution of the Board of Directors, expenses of attendance, if any, may be reimbursed to a director for each special or regular Board meeting that he or she attends.

ARTICLE IV

MEETINGS OF THE BOARD OF DIRECTORS

Section 4.1: **Regular Meetings.** Regular meetings of the Board of Directors may be held at such times and at such places, as may from time to time be determined by resolution of the Board. It is expected that meetings will be held monthly unless the Board has determined this is not appropriate. The Board of Directors may authorize the Chairman to fix the exact date and place of each regular meeting, in which case notice of the time and place of such regular meetings shall be given in the manner provided in Section 11.1 herein.

Section 4.2: **Special Meetings.** Special meetings of the Board of Directors may be called at any time by the Chairman and shall be called by the Chairman or the Secretary at the request of any two directors. Special meetings may be held at such place, within the State of Idaho, and at such time as shall be specified in the notice of meeting, given in the manner provided in Section 11.2 herein.

Section 4.3: **Quorum.** A majority of the current directors in office shall constitute a quorum for the transaction of business. The action of a majority of the directors present at a meeting at which a quorum is present shall be the action of the Board of Directors, except as otherwise provided by law, the Corporation's Articles of Incorporation or these Bylaws.

Section 4.4: **Conduct of Meetings.** The Chairman of the Board shall preside over meetings of the Board of Directors using Robert's Rules of Order as a guideline for professionalism. The Secretary or their designee shall act as Secretary of the meeting.

Section 4.5: **Electronic Meetings.** A director may participate in a meeting of the Board of Directors by means of conference telephone or similar means of communications by means of which all directors participating in the meeting may simultaneously hear each other during the meeting. Participation in a meeting pursuant to this Section 4.6 shall constitute presence in person at the meeting.

Section 4.6: **General Powers as to Negotiable Paper.** The Board of Directors shall, from time to time, prescribe the manner of signature or endorsement of checks, drafts, notes, acceptances, bills of exchange, obligations and other negotiable paper or other instruments for the payment of money and designate the officer or officers, or agent or agents, who shall from time to time be authorized to make, sign or endorse the same on behalf of the Corporation.

Section 4.7: **Powers as to Other Documents.** The Board of Directors may authorize any officer or officers, or agent or agents, to enter into any contract or execute or deliver any instrument in the name of the Corporation. Such authority shall be in writing and may be general or confined to specific instances. When the execution of any contract or instrument has been authorized without specifying the exact officers authorized to execute such contract or instrument, the Chairman or the Vice Chairman may execute it on behalf of the Corporation.

ARTICLE V

COMMITTEES

Section 5.1: **Committees of the Board of Directors.** The Board of Directors, by resolution adopted by a majority of the directors then in office, may designate one or more committees, each of which shall consist of one (1) or more directors, which committees, to the extent provided in said resolution and not restricted by law, shall have and exercise the authority and act on behalf of the Board of Directors in the management of the Corporation; provided, however, that no such committee shall have power to (i) approve dissolution, merger or the sale,

pledge or transfer of all or substantially all of the Corporation's assets, (ii) elect, appoint or remove directors or fill vacancies on the Board or any of its committees, (iii) adopt, amend or repeal the Corporation's Articles of Incorporation, or (iv) adopt, amend or repeal the Corporation's Bylaws. Such committee will keep a record of its proceedings and report to the Board in a timely manner as required by the Board. Vacancies in the membership of any committee may be filled by appointments made in the same manner as provided in the case of the original appointments.

Section 5.2: **Term of Office.** Each member of a committee shall continue as such until his or her successor is appointed, unless the committee shall be sooner terminated, or until his or her earlier death, resignation or removal.

Section 5.3: **Chairman.** One member of each committee shall be appointed Chairman of the committee.

Section 5.4: **Quorum.** Unless otherwise provided in the resolution of the Board of Directors designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5.5: **Rules.** Each committee adopts the rules of ACVS for its own government that is consistent with these Bylaws.

Section 5.6: **Electronic Meetings.** A member of a committee may participate in a meeting of a committee by means of conference telephone or similar means of communications by means of which all committee members participating in the meeting may simultaneously hear each other during the meeting. Participation in a meeting pursuant to this Section 5.6 shall constitute presence in person at the meeting.

ARTICLE VI

OFFICERS

Section 6.1: **Officers.** The officers of the Corporation shall minimally consist of a Chairman, Treasurer, and a Secretary, and such other officers as may be elected or appointed by the Board of Directors. Officers whose authority and duties are not prescribed in these Bylaws shall have the authority to perform the duties prescribed, from time to time, by resolution of the Board of Directors. The same individual may simultaneously hold more than one office.

Section 6.2: **Term of Office.** The term of office of all officers shall commence upon their election or appointment and shall continue until the regularly scheduled meeting of the Board of Directors of the Corporation held during the third calendar year of the officer's election or appointment and thereafter until their respective successors are chosen or until their earlier resignation or removal.

Section 6.3: **Chairman.** The Chairman shall be the principal executive officer of the Corporation and shall, if present, preside at all meetings of the Board of Directors. Subject to the direction and control of the Board of Directors, he or she shall be in charge of the business and affairs of the Corporation and shall see that the resolutions and directives of the Board of Directors are carried into effect except in those instances in which responsibility is assigned to some other person by the Board of Directors. Except in those instances in which the authority to execute is expressly delegated to another officer or agent of the Corporation or a different mode of execution is expressly prescribed by the Board of Directors, he or she may execute for the Corporation any contracts or other instruments which the Board of Directors has authorized to be executed, and he or she may accomplish such execution either under or without the seal of the Corporation and either individually or with the Secretary or any other officer thereunto authorized by the Board of Directors, according to the requirements of the form of the instrument. He or she may vote all securities which the Corporation is entitled to vote except to the extent such authority shall be vested in a different officer or agent of the Corporation by the Board of Directors.

Section 6.4: **Vice Chairman.** If applicable, the Vice Chairman shall, in the absence or disability of the Chairman, perform the duties and exercise the powers of the Chairman and shall perform such other duties as the Board of Directors shall prescribe.

Section 6.5: **Secretary.** The Secretary, or his/her designee, shall attend all meetings of the Board of Directors of the Corporation and record all votes and the minutes of all proceedings in the minute book of the Corporation. The Secretary, or his/her designee, shall give, or cause to be given, notice of all meetings of the Board of Directors of the Corporation for which notice may be required, and shall perform such other duties as may be prescribed by the Board of Directors or the Chairman, under whose supervision the Secretary shall act.

Section 6.6: **Treasurer.** If the Board determines, the Treasurer, or his/her designee, shall have custody of the funds and securities of the Corporation, shall keep full and accurate accounts of receipts and disbursements in financial books of the Corporation and shall deposit all monies and other valuable effects in the name and to the credit of the Corporation in such bank or depositories as may be designated by the Board of Directors. The Treasurer, or his/her designee, shall be charged with the disbursement of funds of the Corporation, including, without limitation, distributions authorized by the Board of Directors in furtherance of the charitable purposes of the Corporation. The Treasurer shall render to the Chairman and to the Board of Directors, at the regular meetings of the Board of Directors, or whenever they may require it, an account of all his or her transactions as Treasurer and of the financial condition of the Corporation.

ARTICLE VII

INDEMNIFICATION AND INSURANCE

Section 7.1: **Indemnification.** The Corporation shall, except as provided in or limited by Section 7.3 herein, indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative, by reason of the fact that he or she is or was a director, officer, employee or agent of the Corporation, and shall advance expenses to such person reasonably incurred in connection therewith, to the fullest extent permitted by the relevant provisions of the

Idaho Nonprofit Corporation Act, as such law presently exists or may hereafter be amended. The Corporation shall be required to indemnify a person in connection with a proceeding initiated by such person only if the proceeding was authorized by the Board of Directors.

Section 7.2: **Insurance.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Corporation, or who is or was serving at the request of the Corporation as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him or her and incurred by him or her in any such capacity or arising out of his or her status as such, whether or not the Corporation would have the power to indemnify him or her against such liability under the provisions of this Article VII.

Section 7.3: **Certain Limitations on Indemnification.** At any time the Corporation is deemed to be a private foundation within the meaning of Section 509 of the Internal Revenue Code of 1986 as it presently exists or may hereafter be amended (the “Code”), then, during such time, no payment shall be made under this Article VII if such payment would constitute an act of self-dealing or a taxable expenditure as defined in Sections 4941(d) or 4945(d), respectively, of the Code or under the comparable or corresponding provisions of any future United States internal revenue laws.

ARTICLE VIII

BOOKS, RECORDS, CONTRACTS AND CHECKS

Section 8.1: **Books and Records.** The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Board of Directors and committees having any of the authority of the Board of Directors.

Section 8.2: **Contracts and Other Documents.** The Board of Directors may, except as otherwise required by law, the Corporation’s Articles of Incorporation, or these Bylaws, authorize any officer or officers, agent or agents of the Corporation, in addition to the Chairman, to enter into any contract or execute and deliver any instrument or document in the name of and on behalf of the Corporation and such authority may be general or confined to specific instances. The Board may delegate this power to the Chairman, on such terms as it prescribes.

Section 8.3: **Checks, Drafts, Loans, Etc.** All checks, drafts, loans or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by two (2) such officer or officers, agent or agents of the Corporation and in such manner as shall be from time to time determined by the Board of Directors. The Board may delegate this power to the Chairman, on such terms as it prescribes. In the absence of such determination, such instruments shall be signed by the Treasurer and the Chairman. No loans shall be made by the Corporation to its directors or officers, and the Corporation shall not guarantee the obligation of a director or officer of the Corporation.

Section 8.4: **Conflict of Interest.** There is a Duty to Disclose in connection with any actual or possible conflict of interest when an interested person may have a financial or personal interest in a matter. Disclosure must be made to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement. After disclosure of all material facts, and after any discussion with the interested person, he/she may leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists. Presentation, discussion, and full review of possible conflicts will receive due diligence. The organization's best interest is of importance. If, after hearing all response and after making further investigation as warranted by the circumstances, the governing board or committee determines if there has been a failure to disclose an actual or possible conflict of interest, and appropriate disciplinary and corrective action will ensue. If applicable, there will be full compliance with the Ethics in Government Act.

ARTICLE IX

FISCAL YEAR

The fiscal year of the Corporation shall be July 1 to June 30.

ARTICLE X

SEAL

The corporate seal shall have inscribed thereon the name of the Corporation, the year of its incorporation and the words "Corporate Seal, State of Idaho."

ARTICLE XI

NOTICE

Section 11.1: **Notice of Regular Meeting.** Meeting Notice must be posted five (5) or more calendar days prior to the meeting date, as per Idaho Code § 67-2343. Agenda Notice must be posted at least 48 hours prior to the meeting, as per Idaho Code § 67-2343. Minutes of the meeting will be made available to the public within a reasonable time after the meeting as per Idaho Code § 67-2344.

Section 11.2: **Notice of Special Meeting.** Meeting and Agenda Notice must be posted at least 24 hours prior to the meeting date, as per Idaho Code § 67-2343(2). Notification must be provided to the news media as per Idaho Code § 67-2343(2). Minutes of the meeting will be made available to the public within a reasonable time after the meeting as per Idaho Code § 67-2344.

ARTICLE XII

AMENDMENTS

These Bylaws may be amended, altered or repealed and new Bylaws may be adopted by a majority vote of the directors then in office at any regular or special meeting for which each director receives at least five (5) days written notice, stating that the purpose, or one of the purposes of the meeting, is to consider a proposed amendment to the Bylaws and containing or accompanied by a copy or summary of the amendment or stating the general nature of the amendment.

* * * * *

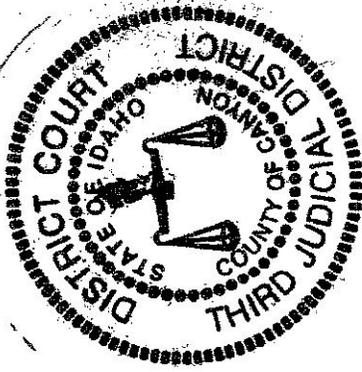
I certify that the foregoing Bylaws were approved and adopted for the organization by its Board of Directors by unanimous consent on 15th October, 2008, and that they are currently in effect.

Geni Nylo
Secretary

11-12-08
Date

* * * * *

STATE OF IDAHO
COUNTY OF CANYON



To the Board of Trustees, Nampa School District, I, William H. Hurst,
County Clerk of Canyon County, certify that 8 signatures on
this petition are those of qualified electors.

idence area of the new

Signed: Barbara B. Brad
County Clerk or Deputy

who Public Charter

	Phone	Date
1	823	7/09/08
2	1344	7/09/08
3	466-8079	7/9/08
4	467-9427	7/9/08
5	989-6997	7/9/08
6	330-4181	7/9/08
7	794-5606	7/9/08
8	467-2934	7/9/08
9	461-4172	7/9/08
10	283-7181	7-9-08
11	866-7462	7-9-08
12	866-7462	7-9-08
13	866-7462	7-9-08
14		
15		

Petition to Establish a New Idaho Public Charter School

This document is an Elector Petition and must be signed by not less than thirty (30) qualified electors of the attendance area of the new charter school. Proof of elector qualifications must be provided with the petition.

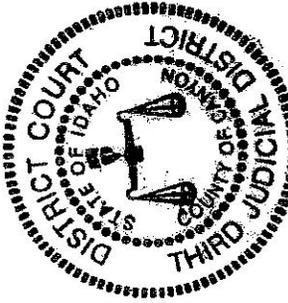
Name of Proposed New Charter School District Where New Charter School will be Physically Located	Electors' Printed Name	Electors' Signature	Street Address	City	Telephone	Date
<ul style="list-style-type: none"> I am currently a qualified elector in the above-named school district. I agree that the above-named proposed new charter school should be approved as an Idaho Public Charter School. 	1 Gennie Klein	<i>Gennie Klein</i>	1891 N. Rainbow Creek Pt.	Meridian	888-9823	7/09/08
	2 Tracy Quissell	<i>Tracy Quissell</i>	1417 N. 17th St.	Boise	336-1344	7/09/08
	3 Brent Jackson	<i>Brent Jackson</i>	511 Holly St.	Nampa, ID	466-8079	7/9/08
	4 Kathleen Jensen	<i>Kathleen Jensen</i>	5480 E. Lewis Ln.	Nampa, ID	467-9427	7/9/08
	5 Bruce A. Bergstrom	<i>Bruce A. Bergstrom</i>	420 9th Ave S	Nampa, ID	988-6997	7/9/08
	6 Neil J. Hollis	<i>Neil J. Hollis</i>	1510 N. Penn. Ave.	Frankland	230-4181	7/9/08
	7 Lloyd S. Williams	<i>Lloyd S. Williams</i>	1509 W. Havenwood Ave.	Nampa	794-5666	7/9/08
	8 Rebecca Scott's	<i>Rebecca Scott's</i>	725 Aberdeen Dr	Nampa	467-2934	7/9/08
	9 Jason H. Hoyt	<i>Jason H. Hoyt</i>	1924 Hoover St	Nampa	467-9172	7/9/08
	10 Gessie Covert	<i>Gessie Covert</i>	PO Box 353	Star	283-7181	7-9-08
	11 Janette Stearns	<i>Janette Stearns</i>	2100 Primrose Ln.	Nampa	866-7462	7-9-08
	12 Laura Sandberg	<i>Laura Sandberg</i>	809 W. River Street	Nampa	866-7462	7-10-08
	13					
14						
15						

105 fees
number

of fees
incurred

of fees
collected

STATE OF IDAHO
COUNTY OF CANYON



To the Board of Trustees, Nampa School District, I, William H. Hurst, County Clerk of Canyon County, certify that 11 signatures on this petition are those of qualified electors.

Signed: William H. Hurst
County Clerk or Deputy

endance area of the new

- School

School. I propose a new charter school should be approved as an Idaho Public Charter

Electors Printed Name	Electors Signature	Street Address	City	Telephone	Date
1 Jessi Hyslop	Jessi Hyslop	11901 Emerson St	Caldwell	459-1164	6-9-08
2 Jordyn Hyslop	Jordyn Hyslop	11901 Emerson St	Caldwell	459-1164	6-9-08
3 Angella Nicholas	Angella	11935 Emerson St	Caldwell	475-4729	6-9-08
4 Patricia E. Davis	Patricia E. Davis	11938 Emerson St	Caldwell	455-9212	6-10-08
5 Leland G. Davis	Leland G. Davis	11938 Emerson St	Caldwell	455-9212	6-10-08
6 Lettera Sandridge	Lettera Sandridge	809 W. Riverstone Ct.	Nampa	866-8355	6-11-08
7 Kim Hunter	Kim Hunter	712 W. Redwood Ln	Nampa	469-0886	6-11-08
8 Erin Strong	Erin Strong	139 N. Elm St	Nampa	591-0743	6-11-08
9 Angela D. McMiller	Angela D. McMiller	11710 Virginia Parkway	Caldwell	697-0446	6/11/08
10 Angela Antrim	Angela Antrim	11896 Emerson St	Caldwell	459-6673	6/4/08
11 Sarah Shatz	Sarah Shatz	1401 E. Dredger St.	Meredidian	888-2706	6-12-08
12 Sue W. [unclear]	Sue W. [unclear]	209 E. Park Ln	Saldwell	453-8619	6/24/08
13 Laurie Thompson	Laurie Thompson	708 N. 24th St	Fruitland	452-6734	6/26/08
14 Alison McClintock	Alison McClintock	2512 Pascoe Ln	Nampa	284-3751	6/27/08
15 Felicia Budgett	Felicia Budgett	1570 W. Edwards Blvd	Nampa	442-9770	7/8/08
[unclear]	[unclear]	1008 S. Whitewater Dr	Nampa	353-3453	7/8/08

Petition to Establish a New Idaho Public Charter School

This document is an Elector Petition and must be signed by not less than thirty (30) qualified electors of the attendance area of the new charter school. Proof of elector qualifications must be provided with the petition.

Name of Proposed New Charter School - *Another Choice Virtual Charter School*
 School District Where New Charter School will be Physically Located - *Virtual - Treasure Valley*

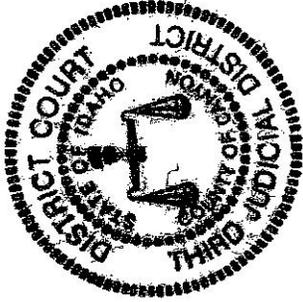
- I am currently a qualified elector in the above-named school district.
- I agree that the above-named proposed new charter school should be approved as an Idaho Public Charter School.

Elector's Printed Name	Elector's Signature	Street Address	City	Telephone	Date
1 Jessi Hyslop	<i>Jessi Hyslop</i>	11001 Emerson St	Caldwell	459-1164	6-9-08
2 Jodi Hyslop	<i>Jodi Hyslop</i>	11901 Emerson St	Caldwell	459-1164	6-9-08
3 Angella Nicholes	<i>Angella Nicholes</i>	11935 Emerson St	Caldwell	475-4729	6-9-08
4 PATRICIA E. DAVIS	<i>Patricia E. Davis</i>	11938 Emerson St	Caldwell	455-9212	6-10-08
5 LELAND G. DAVIS	<i>Leland G. Davis</i>	11938 Emerson St	Caldwell	455-9212	6-10-08
6 Leticia Sandridge	<i>Leticia Sandridge</i>	209 W. Riverstone Ct	Nampa	866-8355	6-11-08
7 Kim Hunter	<i>Kim Hunter</i>	712 W. Redwood Ln	Nampa	479-0286	6-11-08
8 Erik Strong	<i>Erik Strong</i>	139 Algem St	Nampa	691-0743	6-11-08
9 Angela D. Miller	<i>Angela D. Miller</i>	11710 Virginia Parkway	Caldwell	697-0440	6/11/08
10 Angela Antrim	<i>Angela Antrim</i>	11896 Emerson St	Caldwell	459-6673	6/11/08
11 Sarah Shaw	<i>Sarah Shaw</i>	1461 E. Bridger St	Merton	888-2706	6-12-08
12 Sue W...	<i>Sue W...</i>	209 E. Post Ln	Caldwell	453-8619	6/24/08
13 Laurie Thompson	<i>Laurie Thompson</i>	1008 W. 24th St	Fruitland	452-6734	6/26/08
14 Allison McCortick	<i>Allison McCortick</i>	2512 Cascoe Ln	Nampa	289-3751	6/27/08
15 Rebecca Bludgett	<i>Rebecca Bludgett</i>	1570 W. Edwards St	Nampa	442-9770	7/8/08
16 Calyssa Melan	<i>Calyssa Melan</i>	1008 S. Whitewater Dr	Nampa	353-3453	7/8/08

Not Registered on Address
 Not Recs
 Not Completed
 Not in Campaign
 Not Recs

ACVS, 958 Corporate Lane, Nampa, ID 83651

STATE OF IDAHO
COUNTY OF CANYON



To the Board of Trustees, Nampa School District, I, William H. Hurst, County Clerk of Canyon County, certify that 11 signatures on this petition are those of qualified electors.

attendance area of the new

school

Signed: Barbie J. P. [Signature]
County Clerk of Deputy

Electors Printed Name	Electors Signature	Street Address	City	Telephone	Date
16 Wanda Morgan	Wanda Morgan	842 Muirfield Lane	Nampa	442-1041	6/12/08
17 Linda Mercado	[Signature]	210 Middlepark Way-1	Caldwell	697-3189	6/12/08
18 Tyler Jeans	[Signature]	1832 W. Pine Creek	Nampa	880-7367	6/12/08
19 Jennifer Larkin	[Signature]	811 Waterleaf Ave	Nampa	571-6082	6/12/08
20 Heidi Jeans	[Signature]	1832 W. Pine Creek	Nampa	631-1115	6/12/08
21 Ruth Kropp	[Signature]	3015 Southside Blvd	Nampa	713-6001	6/12/08
22 RAN DY MONTER	[Signature]	712 Redwood Ln	Nampa	467-6286	6/12/08
23 Michelle Carroll	[Signature]	115 Hudson Ave. Apt 17	Nampa	247-4579	6/12/08
24 [Name]	[Signature]				
25 [Name]	[Signature]				
26 Rosemary Bruin	[Signature]	1714 E LINDON	CALDWELL	NSS-2005	6/27/08
27 Keri Bacon	[Signature]	11813 Floyd Ln	Caldwell	459-7180	6/27/08
28 [Name]	[Signature]	15334 Bronze Ct	Wilder	880-4441	6/27/08
29 [Name]	[Signature]	25200 Stephen Ln	Parma	722-6105	7/8/08
30 STARLYN MUNSON	[Signature]	809 W. Roberts Ave	Nampa	467-7524	7/8/08
31 Kay Carroll	[Signature]	2090 E. Horse Creek	Meridian	877-2024	7/8/08
32 Ray Rhoads	[Signature]	5107 ASBURY WAY	CALDWELL	989-9434	7-8-08
33 Stephen P. Meyer	[Signature]	1620 W. Ruckon Court	Nampa	463-2934	7/8/08
34 [Name]	[Signature]	8073 Waterford Ave	Nampa	466-3533	7/8/08
35 [Name]	[Signature]	2413 W. Curtin Ave.	Nampa	890-1335	7/8/08
36 [Name]	[Signature]	1746 N. 13th St	Boise	791-5851	7/8/08

ACVS, 958 Corporate Lane, Nampa, ID 83651

Petition to Establish a New Idaho Public Charter School

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Name of Proposed New Charter School Another Choice Virtual Charter School
 School District Where New Charter School will be Physically Located - Treasure Valley

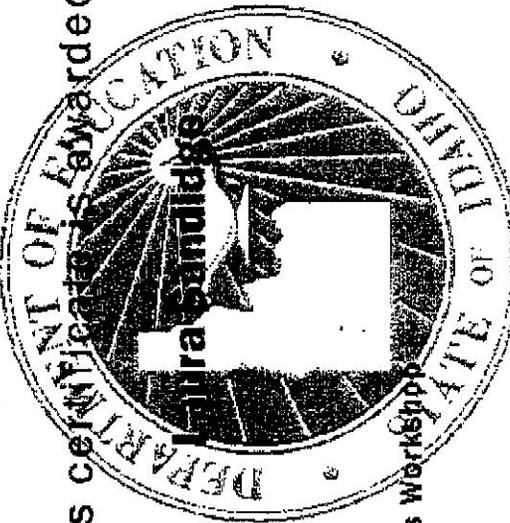
- I am currently a qualified elector in the above-named school district.
- I agree that the above-named proposed new charter school should be approved as an Idaho Public Charter School.

Elector's Printed Name	Elector's Signature	Street Address	City	Telephone	Date
16 Wanda Morgan	<i>Wanda Morgan</i>	842 Muirfield Lane	Nampa	442-1041	6/12/08
17 Linda Mercades	<i>Linda Mercades</i>	210 Middlepark Way	Caldwell	687-3189	6/12/08
18 Tyler Jones	<i>Tyler Jones</i>	1832 W. Pine Creek	Nampa	880-7387	6/12/08
19 Jennifer Larkin	<i>Jennifer Larkin</i>	811 Waterleaf Ave	Nampa	571-6082	6/12/08
20 Heidi Jeans	<i>Heidi Jeans</i>	1832 W. Pine Creek	Nampa	631-1115	6/13/08
21 Rusty Kropp	<i>Rusty Kropp</i>	3015 Southwilde Blvd	Nampa	713-6001	6/17/08
22 Randy Munter	<i>Randy Munter</i>	712 Redwood W	Nampa	467-6286	6/19/08
23 Michelle Correll	<i>Michele Correll</i>	115 Hudson Ave Apt 19	Nampa	247-4579	6/18/08
24 Amy Powell	<i>Amy Powell</i>	1714 E. HINDON	Caldwell	NSS-2005	6/27/08
25 Rosemary Brown	<i>Rosemary Brown</i>	11813 Sloyd Ln	Caldwell	459-7180	6/27/08
26 Keri Gibson	<i>Keri Gibson</i>	15834 Bronze Ct	Wilder	880-4441	6/27/08
27 Helen Mason	<i>Helen Mason</i>	2520 Stephens Ln	Parma	722-6105	7/8/08
28 Arthur Evans	<i>Arthur Evans</i>	808 W. Roberts Ave	Nampa	467-7524	7/8/08
29 Paul Lambert	<i>Paul Lambert</i>	2090 E. Horse Creek	Nampa	877-2024	7/8/08
30 Starlyn Munson	<i>Starlyn Munson</i>	5107 Asbury Way	Caldwell	989-9434	7/8/08
31 Kay Carroll	<i>Kay Carroll</i>	1620 W. Roston Court	Nampa	463-2934	7/8/08
32 Ray Rhoads	<i>Ray Rhoads</i>	8073 Waterford Ave	Nampa	466-3593	7/8/08
33 Stephen F. Algeier	<i>Stephen F. Algeier</i>	2413 W. Columbia Ave.	Nampa	880-1235	7/8/08
34 [Name]	[Signature]	1716 N. B. St.	Poise	741-8891	7/8/08

ACVS, 958 Corporate Lane, Nampa, ID 83651

CERTIFICATE OF ATTENDANCE

This certificate is awarded to



Charter Start! 101
Charter School Developers Workshops
March 4, 2008

IDAHO STATE DEPARTMENT OF EDUCATION

School Choice Coordinator

CERTIFICATE OF ATTENDANCE

This certificate is awarded to



Another Choice Virtual-Charter School

Charter Start! 101
Charter School Developers Workshop
September 24, 2008

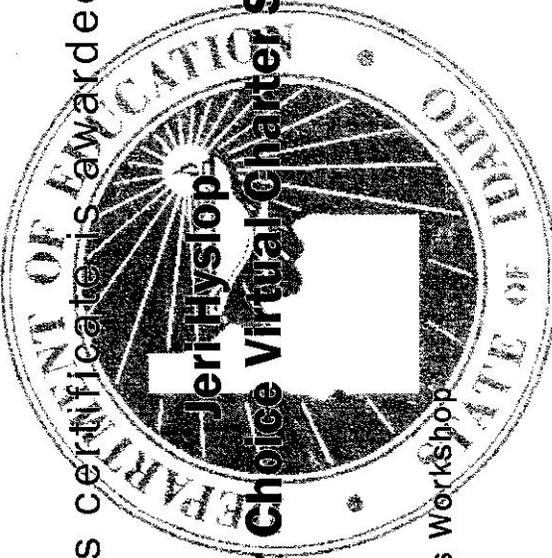
IDAHO STATE DEPARTMENT OF EDUCATION

A handwritten signature in cursive script, reading "Shirley A. Raw".

School Choice Coordinator

CERTIFICATE OF ATTENDANCE

This certificate is awarded to



Jerin Hyslop
Another Choice Virtual Charter School

Charter Start! 101
Charter School Developers Workshop
September 24, 2008

IDAHO STATE DEPARTMENT OF EDUCATION

A handwritten signature in black ink, reading "Shirley A. Raw". The signature is written in a cursive style with a large, decorative flourish at the end.

School Choice Coordinator

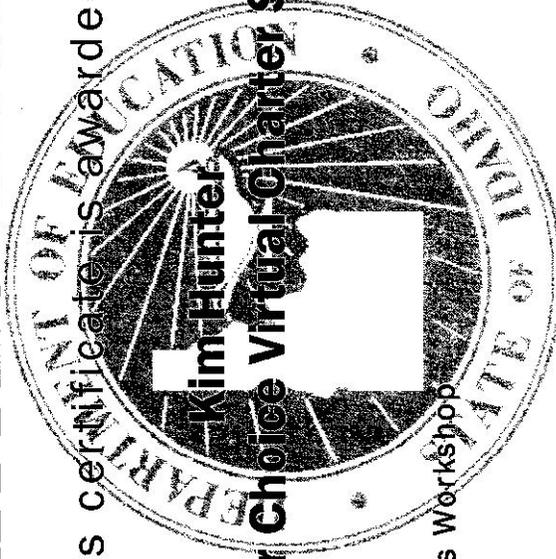
CERTIFICATE OF ATTENDANCE

This certificate is awarded to

Kim Hunter

Another Choice Virtual Charter School

Charter Start! 101
Charter School Developers Workshop
September 24, 2008



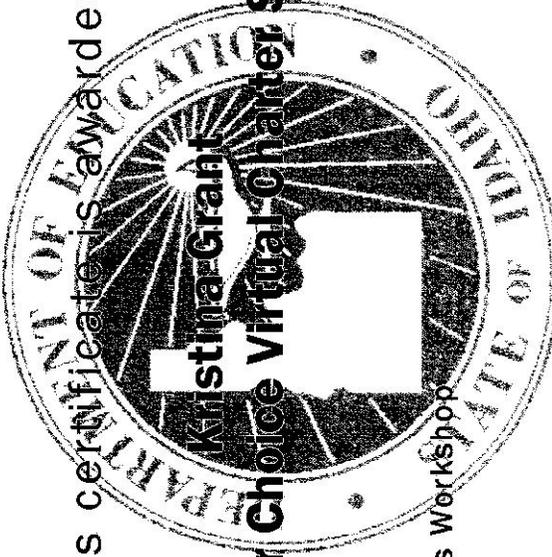
IDAHO STATE DEPARTMENT OF EDUCATION

A handwritten signature in cursive script, reading "Shirley A. Rau".

School Choice Coordinator

CERTIFICATE OF ATTENDANCE

This certificate is awarded to



Another Choice Virtual Charter School

Charter Start! 101
Charter School Developers Workshop
September 24, 2008

IDAHO STATE DEPARTMENT OF EDUCATION

School Choice Coordinator

**Sufficiency Review by the Idaho Department of Education
Elements Required of a Petition to Establish a Charter School**

Pursuant to the public charter school rules adopted by the Idaho State Board of Education on March 10, 2005, charter school petitioners are required to submit a draft charter school petition to the Idaho State Department of Education (SDE) for the purpose of determining whether the petition complies with statutory requirements (Idaho Code, Title 33, Chapter 52).

This review must occur prior to the petition being submitted to an authorized chartering entity (IDAPA 08.02.04. 200.03).

Charter School Name:	Another Choice Virtual Charter School
Attendance District:	Statewide Virtual
Authorized Chartering Entity:	Idaho Public Charter School Commission
Date of Submission:	July 11, 2008
Date of Review:	July 25, 2008

Each section presents criteria for a response that meets the standard, and these criteria guide the overall rating for the section. The Strengths and Concerns boxes provide data and other evidence that supports the rating.

The following definitions guide the ratings:

Meets the Standard:

The petition reflects a thorough understanding of key issues and demonstrates capacity to open and operate a quality charter school. It addresses the topic with specific and accurate information that shows thorough preparation and presents a clear, realistic picture of how the school expects to operate.

Partially Meets the Standard:

The petition addresses most of the criteria, but the responses lack meaningful detail and require important additional information.

Does Not Meet the Standard:

The petition lacks meaningful detail; demonstrates lack of preparation; or otherwise raises substantial concerns about the applicant's understanding of the issue in concept and/or ability to meet the requirement in practice.

1. Describe the school's educational program and how it will identify:
 a) What it means to be an "educated person" in the 21st century; and
 b) How learning best occurs. 5205 (3) (a)

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input type="checkbox"/>	X	<input type="checkbox"/>

<p>Strengths:</p> <p>Page 48-49 outline 11 ways in which learning best occurs and references what is necessary for an "educated citizenry."</p>
<p>Concerns and Additional Questions:</p> <p>Page 48 does not specifically reference "what it means to be an educated person <i>in the 21st century.</i>" In a world where knowledge can become outdated in less than a decade, what does it mean to be educated for the future?</p>

2. Identify the school's goals and how all educational thoroughness standards shall be fulfilled.
 5205 (3) (a)

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

<p>Strengths:</p> <p>School goals are identified. Pages 42-71 outline the process by which educational thoroughness standards will be fulfilled. The petition indicates that "ACVS will assure students meet the school standards with the state standards as a minimum." Petitioners indicate an understanding of current Rules Governing Thoroughness IDAPA 08 Title 02 Chapter 03: 1) high school graduation requirements adopted by the Board in 2007 and 2) comprehensive assessment program adopted in 2008 and outlined in 08.02.03.111 (06) to ensure that specified requirements meet articulated requirements.</p>
<p>Concerns and Additional Questions:</p>

3. Identify measurable student educational standards that describe the extent to which all students of the charter school will demonstrate they have attained the skills and knowledge specified as goals in the school's educational program. 5205 (3) (b)

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

Petitioners outline measurable student education standards beginning on page 73 and articulate the means by which students will show demonstrate academic improvement. It is recommended that petitioners review articulated goals of the school's educational program to ensure that the measurements align with those goals.

Concerns and Additional Questions:

4. Identify the method by which student progress is to be measured in meeting the school's student educational standards. *5205 (3) (c)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

The petition identifies a range of methods by which student progress will be measured: IRI, DWA, DMA, ISAT, portfolio assessment of math and reading progress, career portfolio, ACT and SAT. The petition outlines expectations with regard to annual student achievement as well as expectations regarding student progress over time.

In addition the school outlines a means of evaluating growth in social and behavioral skills related to academic achievement: the Social Skills Rating System and the Social Skills Improvement System, parent surveys and student surveys regarding education related attitudes and habits toward performance.

Concerns and Additional Questions:

5. Describe how the school's students will be tested with the same standardized tests as other Idaho public school students. *5205 (3) (d)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

The petition notes that "students at ACVS will be evaluated using the same standardized tests as other Idaho public school students and will follow guidelines as established by the Idaho Department of Education." It should be noted that testing guidelines are established by the Idaho State Board of Education.

Concerns and Additional Questions:

Review references to standardized tests throughout the petition to ensure that they parallel current Board rule regarding Comprehensive Assessment Program and the Comprehensive Assessment Program Schedule.

6. Describe how the school will ensure that it shall be state accredited as provided by rule of the Idaho State Board of Education. *5205 (3) (e); 5210 (4) (b)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input type="checkbox"/>	X	<input type="checkbox"/>

Strengths:

Concerns and Additional Questions:

As of April 2nd, 2008, the Northwest Association of Accredited Schools was adopted as Idaho's sole accreditation organization. For ACVS to be accredited they will need to meet the standards outlined by the Northwest Association and apply to Northwest Accredited Schools for accreditation status.

7. Describe the governance structure of the school, including, but not limited to, the person or entity that shall be legally accountable for the operation of the school and the process the school will follow to ensure parental involvement. *5205 (3) (f)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

Pages 78-80 include a description of the school governance structure and parent involvement policies including a Parent Advisory Council. In addition page 68 references parent involvement policies specific to Title I programming including a School Parent Compact for Title I students.

Concerns and Additional Questions:

8. Describe the qualifications to be met by individuals employed by the school. Every person who serves in a public charter school must comply with the professional codes and standards approved by the State Board of Education, including standards for ethics or conduct. *5204A (1); 5205 (3) (g); 5210 (4) (a)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

According to Idaho Statue 5205 (g) all teaching staff must be certificated. The petition references current Idaho certification in the appropriate content area. Furthermore, Title IIA – Teacher Quality- as mandated in NCLB is addressed.

Concerns and Additional Questions:

9. Describe the procedures the school will follow to ensure the health and safety of students and staff. *5205 (3) (h)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input type="checkbox"/>	X	<input type="checkbox"/>

Strengths:

Board Rules Governing Thoroughness indicated that each LEA will have “a comprehensive policy and procedure encompassing the following: school climate, discipline, student health, violence prevention, gun-free schools, substance abuse, suicide prevention, student harassment, drug free school zones and building safety including evacuation plans.

Drug and alcohol policies are referenced; internet safety is emphasized in the petition. Instructional methodologies including *Great Expectations* and *Essential 55* are focused on the development of positive school culture.

Concerns and Additional Questions:

The petition refers to the drug and alcohol policy listed in the student hand book; however the handbook is not included in the draft petition. The petition lacks any reference to an emergency operations plan, although a virtual school with no bricks and mortar, a plan to address crisis situations (staff / student deaths, suicides, long-term internet outage, etc...) should be included. No mention of policy regarding bullying and harassment, including cyber-bullying. This is a concerning omission.

10. Describe the school’s plan for denial of attendance to any student who is or has been:

- An habitual truant
- Incurrigible
- Deemed by the board of trustees to be disruptive of school discipline or instructional effectiveness
- Detrimental to the health and safety of the other students
- Expelled from another school district or state *5205 (3) (i); 33-205; 33-206*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:
Concerns and Additional Questions:

11. Describe admission procedures that comply with I.C. § 33-5205(j), to include a provision for over-enrollment, and equitable selection processes for the initial year, as well as subsequent years of operation. Include enrollment capacity of the charter school. *5205 (3) (j)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths: Charter petition includes a projected enrollment of 100-200 in its first year with a maximum enrollment of 300. Pages 81-91 outline admission procedures including those for over-enrollment and equitable selection processes in the initial year and subsequent years. A clear definition of "founder" is articulated.
Concerns and Additional Questions:

12. Describe how waiting lists will be developed and renewed annually. *5205 (3) (j)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths: Pages 88-91 outlines admission practices including how waiting lists will be developed and renewed annually.
Concerns and Additional Questions:

13. Describe the manner in which annual reports will be conducted. Each public charter school shall annually submit a report to the authorized chartering entity which approved its charter. The report shall contain the audit of the fiscal and programmatic operations, a report on student progress based on the public charter school's student educational standards, and a copy of the public charter school's accreditation report. *5205 (3) (k); 5206 (7); 5210 (3)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

Petition documents a good understanding of the reporting requirements.

Concerns and Additional Questions:

The due date for audit reports was changed during the last legislative session. It is now November 10 and not October 15, which is the date documented in the petition on pages 80-81. There is no problem submitting the audit report prior to the due date.

14. Describe the school's disciplinary procedures, including the procedure by which students may be suspended, expelled and reenrolled. *5205 (3) (l); 33-210*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

Pages 91-94 outline the schools plan for disciplinary procedures including suspension, expulsion and re-enrollment following expulsion.

Concerns and Additional Questions:

15. Include a provision that ensures all staff members of the school will be covered by all of the following:

- Public Employee Retirement System (PERSI)
- Federal Social Security
- Unemployment Insurance/Worker's Compensation Insurance
- Health Insurance *5205 (3) (m)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

Concerns and Additional Questions:

16. Describe the public school attendance alternative for students residing within the school district who choose not to attend the public charter school. *5205 (3) (n)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

Page 96 addresses attendance alternatives for students.

Concerns and Additional Questions:

17. Describe the transfer rights of any employee choosing to work in a charter school that is approved by the board of trustees of a school district, and the rights of this employee to return to any non-charter school in the same district. *5205 (3) (o); 33-1217*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

Concerns and Additional Questions:

18. Include a provision that ensures that the staff of the public charter school shall be considered a separate unit for purposes of collective bargaining. *5205 (3) (p)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

Concerns and Additional Questions:

19. Describe the manner by which special education services will be provided to students who are eligible for such services pursuant to the federal Individuals with Disabilities Education Act, including disciplinary procedures for these students. *5205 (3) (q)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

While it is not required that petitioners address all special populations of students--students with disabilities, gifted and talented, low income, LEP--this petition outlines special services for each group.

The continuum of services, LRE, employment of a fully certified special education teacher, collaboration between general and special educators, and discipline procedures was adequately addressed. The petition demonstrates a clear understanding of disabilities and the unique needs of these individuals.

Petitioner addressed all requirements of serving gifted students. Petitioner also addressed the need to write the required G/T District Plan.

Title I Parent Involvement section is excellent. It is very detailed with specific objectives and activities that meet Title I laws and regulations.

Excellent description of how LEP students and families will be served in the LEP program. It is nice to see a charter petition that has carefully and thoughtfully considered the unique needs of children whose first language is not English. It appears the petitioners have read the Idaho LEP Program Guidance Manual and done extensive research regarding LEP students and programs.

Concerns and Additional Questions:

There appears to be confusion between the requirements of the various disability laws. For example, (p. 60) FAPE is an entitlement that applies only to students on IEPs. Students with 504 Plans are only entitled to accommodations rather than FAPE. Another example is found on p.61 and p. 63 where the phrase, "disability that substantially limits a major life activity", a term used in 504 and Medicaid, is inappropriately used in the context of the special education eligibility process. The three prongs of eligibility for all special education disability categories are: 1) an identified disability; 2) an adverse educational impact as a result of the disability; and 3) the student needs specially designed instruction in order to receive educational benefit. In addition to these three prongs, each disability category has additional specific state criteria that must be met in order to determine eligibility for special education. Refer to the *Idaho Special Education Manual 2007*, chapter 4.

An inconsistency occurs between p. 28 that states that ACVS will serve all grades, preschool through senior high. This is inconsistent with p. 61 where it states that only students of legal school age will be considered for special education, effectively excluding preschool students.

IDEA requires eligibility decisions for special education be made by a multi-disciplinary team that includes, at a minimum, the administrator, parent, special education teacher, and general education teacher. Since the parent is part of the decision, there is no need to notify the parent within 15 days as stated on page 64, paragraph 2. Refer to the *Idaho Special Education Manual 2007*, chapter 4.

Another concern is (p. 66) the use of asterisks or other identification to indicate that classes were from special services. Course titles or notations cannot identify the student as having a disability or receiving special education. Recommend revising according to the *Idaho Special Education Manual 2007*, page 113.

The petition failed to address transportation as a related service for some students on IEPs.

P. 64-66 "Impartial Due Process Hearing" fails to meet the requirements of IDEA:

- Disputes regarding IEP issues must be handled by the SDE. IDEA requires the State to have written procedures for handling due process hearing requests and formal complaints and LEAs must follow that established procedure. Recommend revising according to the *Idaho Special Education Manual 2007*, chapter 13.
- Disputes regarding 504 Plans or ADA must be filed with the Office of Civil Rights in Seattle.

LEP students cannot be counted for state and federal funding purposes. Though LEAs must monitor exited students for two consecutive years, LEAs do not receive funding for exited students as per Title III laws and regulations.

20. Describe the school's plan for working with parents who have students who are dually enrolled. *5205 (3) (r); 33-203 (See Attachment)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

Page 71 outlines the procedure by which parents will be provided information regarding dual enrollment.

Concerns and Additional Questions:

21. Describe the process by which citizens in the area of attendance shall be made aware of enrollment opportunities of the public charter. *5205 (3) (s)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

The process outlined on page 95, *Public Notification of Enrollment Opportunities*, and again on 102 in the business plan under marketing incorporates time frames established in Board Rules. The process references "dissemination of enrollment information, in both English and other languages as required by the demographics of the area."

Concerns and Additional Questions:

22. Describe the school's proposal for transportation services. *5205 (3) (t); 5208 (4)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input type="checkbox"/>	X	<input type="checkbox"/>

Strengths:

Transportation is addressed but need to be reviewed/clarified.

Concerns and Additional Questions:

The intent of transportation reimbursement for a virtual school is the cost to deliver the classroom to the student (IC 33-1006).

- ACVS will provide transportation services – clarify purpose of transportation and what method will be used (contracted yellow or charter bus, in-lieu payment to parent, own yellow bus)
- Transportation within primary attendance area – what is the primary attendance area for a virtual school. School should seek legal advice on IC 33-1501. States 1½ miles from facility appropriate for activity. It is our understanding the 1½ miles is for home to school. What deems it school vs. a field trip/activity facility in a virtual setting.

23. Describe the school’s plan for termination of the charter by the board of directors, to include:
- Identification of who is responsible for dissolution of the charter school
 - A description of how payment to creditors will be handled
 - A procedure for transferring all records of students with notice to parents of how to request a transfer of student records to a specific school
 - A plan for the disposal of the public charter school’s assets. *5205 (3) (u); 5206(8)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
X	<input type="checkbox"/>	<input type="checkbox"/>

Strengths:

Concerns and Additional Questions:

24. Describe the proposed operation and potential effects of the school, including, but not limited to:
- a) facilities to be utilized by the school
 - b) the manner in which administrative services of the school are to be provided
 - c) the potential civil liability effects upon the school and its chartering entity *5205 (4)*

Meets the Standard	Partially Meets the Standard	Does Not Meet the Standard
<input type="checkbox"/>	X	<input type="checkbox"/>

Strengths:

Concerns and Additional Questions:

Appendix I does not contain the letters of intent that are referenced in the petition text on page 37.

SDE Sufficiency Review Committee:

Shirley Rau
 School Choice Coordinator
 Sufficiency Review Committee Coordinator

Rob Sauer
 Deputy Superintendent
 Division of Innovation and Choice

Fernanda Brendefur
 LEP Coordinator

Nick Smith
 Deputy Superintendent
 Division of District Support

Lanette Daw
 Transportation Specialist

Jean Taylor
 Special Education Director

Christina Linder
 Certification Director

Val Schorzman
 Gifted/Talented Coordinator

Matt McCarter
 Safe/Drug Free Schools Coordinator

After a sufficiency review has been conducted by the State Department of Education, the petition and sufficiency review may be submitted to an authorized chartering entity for review and approval. Any petition is submitted to an authorized chartering entity must be accompanied by a copy of the sufficiency review and the petitioner's response to the review.

Completion of the review process does not ensure approval of the charter school petition, nor does it establish that the school cannot be challenged for failure to comply with state or federal statutes, rules or regulations at some future date. The SDE does not waive its duty to enforce such laws by performing the sufficiency review. For the purpose of implementing the provisions of section 33-5203(2), Idaho Code, the State Board of Education shall assign a number to each petition it receives. Petitions shall be numbered based on the chronological order in which notice of the approved petition is received by the State Board of Education.

7/14/2008

Accepted ^{8/1/08} ✓ Laura Sandridge

APPENDIX TWO

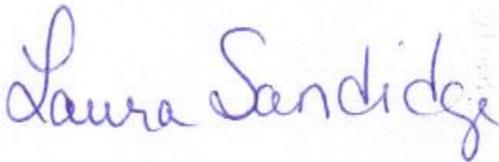
January 2, 2009

To Whom It May Concern:

Advocates for Inclusion currently leases 958 Corporate Lane, a building that is ADA compliant and approximately 5,600 square feet. This building is owned by Sherfire Properties. This building does have a sprinkler system. Both parties, Sherfire and Advocates for Inclusion are receptive to having Another Choice Virtual Charter School have their office at this site until another property is secured. It is acknowledged that Another Choice Virtual Charter School will not open until 2010, however they will additionally need some working space in the 2009/10 working year.

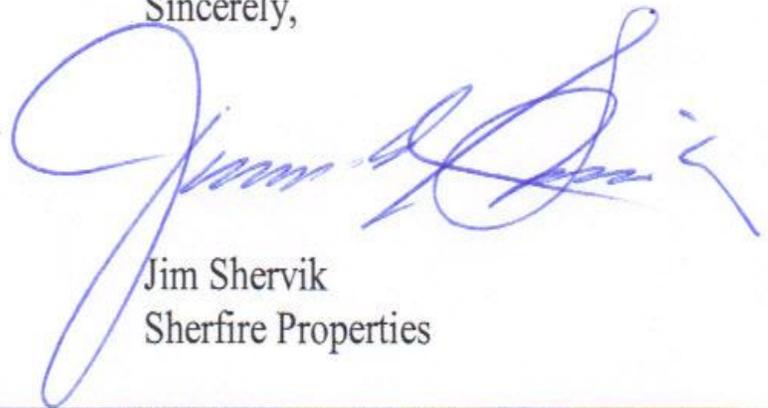
Advocates for Inclusion is very receptive to working with the staff of Another Choice Virtual Charter School in order to accommodate their needs for office space and computer space when needed.

Sincerely,

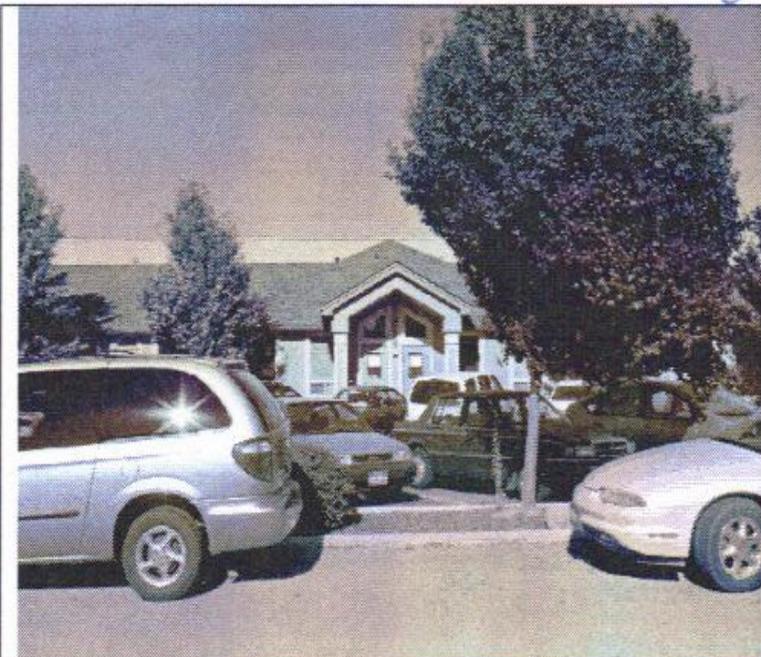


Laura Sandidge, Ph.D.
Administrator

Sincerely,



Jim Shervik
Sherfire Properties



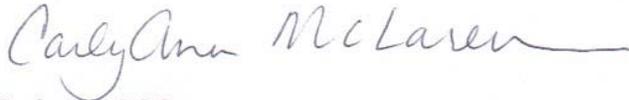
December 15, 2008

To Whom It May Concern:

SMS Enterprises, LLC, currently has plans to build an approximately 7,500 square foot building located on the corner of Roosevelt Ave. and Middleton Ave. in Nampa, ID. The property, approximately four and a half acres, has been purchased and a picture is below. Additionally, we have already purchased and obtained building blueprints as well as building permits for the building.

Our intention, and commitment, is to lease building space to Another Choice Virtual Charter School in order to accommodate their offices, library and computer lab needs. We are aware that the school may not open until 2010. We are very supportive of Another Choice Virtual Charter School and hope to have an ongoing business relationship in the future. If you have any questions please do not hesitate to contact me.

Sincerely,



CarlyAnn McLaren
Co-Owner
208-353-3953



Webb Investment Real Estate

1655 Fairview Ave Suite #209 - Boise, Idaho 83702 - 208 703-1244

September 15, 2008

To Whom It May Concern:

My name is Ross Jones. I am currently serving as the Realtor of record for Another Choice Virtual Charter School. Currently Another Choice Virtual School has two extremely viable rental/lease opportunities. Therefore, it is highly unlikely that they would need to retain my services for their building needs. However, if my services are needed, I feel very comfortable in being able to locate an office building that would provide the necessary office and computer space needed for Another Choice Virtual Charter School to operate in. At this time, there are many lease opportunities available within the Treasure Valley area.

Sincerely,

A handwritten signature in black ink, appearing to read "Ross Jones". The signature is fluid and cursive, with the first name "Ross" and last name "Jones" clearly distinguishable.

Ross Jones, MBA

Realtor



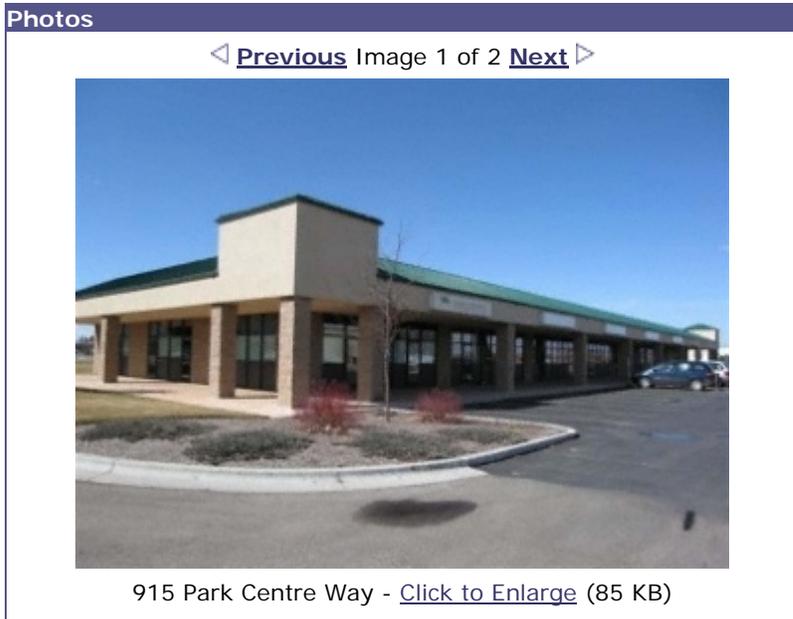
This advertisement provided below provides an example of the current market availability for square footage office buildings. In the current market \$12 to 15 is very appropriate and realistic for office space. This building is not being looked at for an office at this time.

Office Property For Lease - Park Centre Business Park

915 Park Centre Way, Nampa, ID, 83651

For Sale For Lease

Office Office Nampa, ID



For Lease		Active
Type:	Office Office Building	
Total Space Available:	7,840 SF	
Divisible To:	1,960 SF	
Maximum Contiguous:	3,920 SF	
Building Size:	39,000 SF	
Year Built:	2004	
Date Last Verified:	1/12/2009	
Property ID:	13859401	

Available Spaces

More Info	Suite/Floor	Space Available	Minimum Divisible	Maximum Contiguous	Rental Rate	As Entered	Date Available	Space Type	Sublease
+	1804 Midland	1,960 SF	N/A	N/A	\$12.00/SF/Year	Immediate		Office Building	No
	Lease Type:			NNN					
+	915 Park Centre Way	3,920 SF	N/A	N/A	\$13.00/SF/Year	Immediate		Office Building	No
	Lease Type:			NNN					
+	1812	1,960 SF	N/A	N/A	\$12.00/SF/Year	Immediate		Office Building	No

Midland

NNN = Triple Net – the leaser would need to provide all utilities and maintenance.

The current lease for the 958 Corporate Lane location is at \$12.00 not including utilities. It is not expected that ACVS would require more than 1,500 square feet during the first year of operation.

APPENDIX THREE

Another Choice Virtual Charter School

Student Handbook

First Edition

This Handbook may be revised prior to August 2009

Submitted to the Idaho Public Charter School Commission
August 2008

Another Choice Virtual Charter School
958 Corporate Lane
Nampa, Idaho 83651
Contact Person:
Jeri Hyslop or Laura Sandidge
Phone: 467-7524
FAX: 467-7526

Mission Statement

Another Choice Virtual Charter School seeks to provide a safe, individualized educational experience for children with and without disabilities to enable them to meet their full potential both intellectually and socially.

Vision Statement

Through positive academic and social learning opportunities and an educational learning environment that meets the specific learning needs for all, Another Choice Virtual Charter School seeks to make a lasting change in their students by providing a higher quality of life now and in the future.

Table of Contents **Error! Bookmark not defined.**

STUDENT CODE OF CONDUCT **Error! Bookmark not defined.**

Dear Parents,

Welcome to the 2009-10 academic year at Another Choice Virtual Charter School! We are so excited to welcome you to our first year of operation! This handbook contains important information about the school calendar, attendance and other important policies, extracurricular activities, etc. It also contains information regarding expectations Another Choice Virtual Charter School (ACVS) has of student behavior.

Our school will:

- Maintain a positive, safe, and orderly teaching and learning environment that will promote student respect for themselves and others.
- Create a positive teaching and learning environment that will stimulate intellectual curiosity and growth with an emphasis on high expectations of performance and behavior.
- Offer opportunities for students to develop and express exemplary character traits in concert with the overall educational program.
- Teach students a range of effective verbal and nonverbal communication skills.
- Provide a curriculum necessary to enable students to enter academic or professional-technical postsecondary educational programs.
- Provide fundamental career concepts and skills which will provide students with basic skills that prepare them for future employment.
- Provide students with basic skills in technology.
- Provide students with basic skills that will enable them to be responsible citizens in their home, school, and community.
- Develop the fundamental skills which will provide a basis for life long learning that will foster the love of learning and independence by using self-discovery, self-awareness, and self-discipline.
- Develop an awareness of and appreciation for cultural and learning diversity that is free of any cultural, ethnic, sexual, or religious bias.
- Help our students develop sensitivity and empathy to the needs and values of others and respect for individual and group differences.
- Help each student strive for excellence and instill a desire to reach the limit of his or her potential.

Please READ AND DISCUSS this handbook with your student. It will provide information that will provide an opportunity for you to understand our school rules and expectations and to ensure that your student

knows and understands school expectations. This handbook will help your student understand the consequences of their behavior, both positive and negative.

Please join us in assisting our staff in teaching and encouraging your student to assume responsibility for themselves. The staff at Another Choice Virtual School believes in the fair and consistent treatment of all students. With your strong support, we will provide students with the structure and positive learning environment needed for success at school. We look forward to working with you and your student during the coming school year.

Upon reviewing this handbook with your student please sign the last page. If your student is above the fourth grade have them sign the last page, and return it to the school office. Thanks for your support. This is going to be a wonderful year!

Sincerely,

To Be Determined

Principal

Faculty and Staff Directory

Uniform Grievance Procedure

All individuals should use this grievance procedure if they believe that the ACVS Board, its employees, or agents have violated their rights guaranteed by the state or federal constitution, state or federal statute, or Board policy. ACVS will endeavor to respond to and resolve complaints without resorting to this grievance procedure and, if a complaint is filed, to address the complaint promptly and equitably. The right of a person to prompt and equitable resolution of the complaint filed hereunder will not be impaired by the person's pursuit of other remedies. Use of this grievance procedure is not a prerequisite to the pursuit of other remedies, and use of this grievance procedure does not extend any filing deadline related to the pursuit of other remedies.

Level 1: Informal

An individual with a complaint is encouraged to first discuss it with the teacher, counselor, or administrator involved, with the objective of resolving the matter promptly and informally. An exception is that complaints of sexual harassment should be discussed with the first line administrator that is not involved in the alleged harassment.

Level 2: Principal

If the complaint is not resolved at Level 1, the grievant may file a written grievance stating: 1) the nature of the grievance and 2) the remedy requested. It must be signed and dated by the grievant. The Level 2 written grievance must be filed with the Principal within sixty (60) days of the event or incident, or from the date the grievant could reasonably become aware of such occurrence. If the complaint alleges a violation of Board policy or procedure, the Principal shall investigate and attempt to resolve the complaint. If either party is not satisfied with the Principal decision, the grievance may be advanced to Level 3 by requesting in writing that the Board review the Principal's decision. This request must be submitted to the Board within fifteen (15) days of the Principal's decision. If the complaint alleges a violation of Title IX, Title II, Section 504 of the Rehabilitation Act, or sexual harassment, the Principal shall turn the complaint over to the Special Education/Special Programs Director, who will also serve as Nondiscrimination Coordinator, who will investigate the complaint. ACVS will appoint Nondiscrimination Coordinators to assist in the handling of discrimination complaints. The Coordinator will complete the investigation and file the report with the Board within thirty (30) days after receipt of the written grievance. The Coordinator may hire an outside investigator if necessary. If the Board agrees with the recommendation of the Coordinator, the recommendation will be implemented. If the Board rejects the recommendation of the Coordinator, and/or either party is not satisfied with the recommendations from Level 2, either party may make a written appeal within fifteen (15) days of receiving the report of the Coordinator to the Board for a hearing.

Level 3: The Board

Upon receipt of a written appeal of the decision of the Principal, and assuming the appeal alleges a failure to follow Board policy, the matter shall be placed on the agenda of the Board for consideration not later than their next regularly scheduled meeting. A decision shall be made and reported in writing to all parties within thirty (30) days of that meeting. The decision of the Board will be final.

ACADEMICS

Class Schedule

Within the first 15 days of being enrolled and activated into an online course, a student may request to change to another course. All schedule changes must be completed by the ACVS Clerk. After the 15-day grace period students are no longer able to withdraw from or change a course without penalty if applicable.

If a student does not respond by submitting assignments or contacting their online teacher within 15 days, it is assumed that the student does not intend to remain in the course, and the student will be administratively dropped from the course. If a student drops a course after the 15-day grace period they will receive an F for the course.

If a student drops the course after completing 50% of the class requirements, the online instructor can issue either a 1/2 credit based on completed/graded work or an "F" as a final grade, based on the teacher's decision.

Community Service Project

All students will participate in a yearly community service projects as deemed appropriate and outlined by their class grade. The hours will be tallied in order to be considered part of their school day. A matrix of successful completion will be provided and posted on our website.

Field Trips

Field trips to community agencies, businesses, or other locations can provide valuable information that coincides with a teacher's curricular goals. Teachers will inform parent of upcoming events as it pertains to their education. No student will be permitted to participate in a field trip without written consent from parent!

Lost/Stolen Property

Valuable items should not be brought to school activities. ACVS is not responsible for lost or stolen articles. Reports of stolen property will be referred to the Teacher first then to the Principal and/or to his or her designee.

Grading Policy

Letter grades will be recorded with the corresponding numeric value when possible. The following scale for letter grades will be used:

90-100.....	A
80-89	B
70-79	C
60-69	D
59 or below.....	F

Grades will be a matter of record and a student should feel free to ask the teacher how their grades are determined.

Plagiarism Policy

Students must use research conventions to cite and clearly mark other people's ideas and words; otherwise it is considered academic dishonesty. Academic dishonesty will have consequences that could include a failing grade for the assignment up to expulsion from ACVS if it is determined the problem is repetitive. The following are academically unethical and unacceptable:

- To reproduce, submit, or take work written in whole or in part by any other person and to submit that work as if it were your own without acknowledging the actual source.
- It is unacceptable to cheat on tests or quizzes. The teacher will state if submissions can use text books.

"Ignorance of the rules about plagiarism is no excuse, and carelessness is just as bad as purposeful violation. At the very least, however, students who plagiarize have cheated themselves out of the experience of being responsible members of the academic community and have cheated their classmates by pretending to contribute something original which is, in fact, a cheap copy." ~Modern Language Association 10/18/05

Graduation Requirements

All graduation requirements will be as established by the Idaho State Board of Education.

GRADUATION MINIMUM REQUIREMENTS (IDAPA 08.02.03 105, 106, 107)

Content Area	STUDENTS GRADUATING PRIOR TO JANUARY 1, 2013	EFFECTIVE FOR ALL STUDENTS THAT ENTER THE NINTH GRADE IN THE FALL OF 2009 OR LATER
Core of Instruction	25 credits	29 credits (minimum)
Electives	17 credits	17 credits (minimum)
Total Credits	42 credits	46 credits (minimum)
Language Arts (<i>English – 8 credits and Speech – 1 credit</i>)	9 credits	9 credits (Speech credit can be obtained through other courses that meet the state speech requirement as approved by the local district)
Mathematics	4 credits No course titles	6 credits Including courses that meet Algebra I and Geometry standards. 2 credits must be taken in last year of high school.
Science	4 credits (2 lab)	6 credits (4 lab)
Social Studies (<i>US History, Economics and American Government</i>)	5 credits	5 credits
Humanities (<i>Interdisciplinary Humanities, Fine Arts or Foreign Language</i>)	2 credits	2 credits
Health	1 credit	1 credit
Postsecondary Readiness Plan	4-Year Learning Plan at end of 8 th grade	4-Year Learning Plan at end of 8 th grade
Advanced Opportunities	None	Districts must offer at least one Advanced Opportunity such as: Dual Enrollment Advanced Placement Tech Prep
Senior Project	None	Required to include an: oral presentation and written report by end of grade 12
College Entrance Exam	None	Take either the ACT, SAT or Compass exam by the end of grade 11
ISAT	Pass the ISAT with a score of Proficient or Advanced	Pass the ISAT with a score of Proficient or Advanced in Reading, Math, Language Usage and Science
Middle School	None	Must take pre-algebra before entering 9th grade

Report Cards and Progress Reports

Report cards will be compiled at the end of each grading period. Report cards will be mailed to parents. Progress reports and/or deficiency notices will be mailed to parents the fifth week of each nine-week period. If a parent does not receive this information in the mail at the time specified please contact your student's teacher.

Schoolwork Make-Up Policy

Students are required to meet with their teacher to monitor and ensure academic progress on a schedule that ensures the teacher is aware of the student's performance. Only through continuous communication can students be successful in a virtual environment. Each instructor will outline the expectations for work submission for that course. Although there is flexibility in when a student completes his/her assignments, students must work in each course EVERY week. Students are held to a weekly assignment schedule unless accommodations have been made previously.

Make-up work is required for all absences. Within the virtual environment there is somewhat of a flexibility in submitting school work. However, that should not be confused with completing all assigned course work. All work as assigned is required to be submitted in the time frame set by the teacher. Zeroes will be given if the assignment is not completed in this time frame.

When due dates are announced prior to absences, all work and tests are still subject to original assigned dates. Make-up tests must be taken in a timely manner; arrangements must be made with the teacher. Tests not taken within (or arrangements made) within five days of the student's return will be scored as a zero. Absences due to school activities require planning on the student's part. Any type of pre-planned absence requires that the student make arrangements prior to the absence to collect any work that will be missed. Assignments are subject to the same due dates as if the student would be in a traditional brick and mortar school. Late homework is a different issue from make-up work. Late homework policies will vary and are at the discretion of the classroom teacher.

Valedictorian/Salutatorian Requirements

ACVS's valedictorian will be the first year senior who has completed all coursework and has the highest GPA. The salutatorian will be the first year senior who has completed all coursework and has the second highest GPA. Internships will be an acceptable part of a valedictorian or salutatorian's course of study.

ATTENDANCE and TRUANCY POLICY

Attendance is defined as either:

- 1.) actual hours of attendance in ACVS determined on a flexible schedule as determined by the school calendar, or
- 2.) the percentage of coursework completed,

Under either definition, the student's time computation must include the actual time the student is engaged in school based activities as outlined by the ACVS teacher/s. This may include supplemental hours in music, art and Physical Education as determined and approved by the ACVS teacher/s.

- 3.) in either case the student is required to make twice weekly contact.

Idaho Code #33-512 requires that each school district adopt a calendar that provides students at each grade level with the following minimum number of hours of instruction:

K	450 hours
Grades 1 -3	810 hours
Grades 4-8	900 hours
Grades 9-12	990 hours

Idaho Code #33-202 establishes that school attendance is compulsory for students between the ages of seven (7) and sixteen (16), unless the student is comparably instructed.

ACVS recognizes the need for students to attend school on a regular and consistent basis to ensure their academic success even when in a virtual environment. Attendance at ACVS focuses primarily on coursework and activities that are correlated to the Idaho state thoroughness standards. It is additionally required that students meet the required number of hours to progress through their school year. All students are required to attend a minimum of 40 days per quarter. Daily and weekly attendance is recorded through the Blackboard attendant. It is our recommendation that you log attendance at the end of each day.

Absences

Examples of excused absences include student illness, hospitalization, bereavement, family emergency, natural disaster, etc. Please notify your teacher by email or phone as soon as possible so that the absence can be documented. Students are expected to attend a minimum of one synchronous activity per week. We do understand that at times there may be unique circumstances that impact attendance. Please keep in close contact and communicate with your teacher when these circumstances arise. Our monitoring of your child's attendance is to ensure success and to see how we can best serve your family.

Excessive Unexcused Absences

If students accumulate three synchronous activity absences in a semester without documentation from a qualified healthcare professional that a medical condition exists, the lack of attendance will be considered a habitual problem, and student's may lose credits. Parents will be notified in writing. If the student is not able to make up the hours required within the school year, students and parents will be required to appear before the Board to appeal loss of credit for the semester in which the absences occurred.

COMPUTER REQUIREMENTS

Students must have a working e-mail address, access to the internet and the required software (almost always Microsoft Word) in order to successfully submit assignments. Overcoming any personal

computer problems is largely the responsibility of the student and is not a valid excuse for incomplete work. However, ACVS will work with you to ensure your computer access is appropriate for the completion of your school work. ACVS teachers will monitor student progress weekly and will counsel students that are behind in their coursework.

ACVS will use family computers, ACVS funds, and community partners, such as Computers for Kids, to ensure that all students have access to computers that have the necessary system requirements, and the on line ability needed, to access all the material. If a computer is provided by ACVS a signed user conduct agreement will be required.

Unacceptable Uses of Network

The following are considered unacceptable uses and constitute a violation of this policy:

- a. Uses that violate the law or encourage others to violate the law, including but not limited to transmitting offensive or harassing messages; offering for sale or use any substance the possession or use of which is prohibited by ACVS's student discipline policy; viewing, transmitting or downloading pornographic materials or materials that encourage others to violate the law; intruding into the networks or computers of others; and downloading or transmitting confidential, trade secret information, or copyrighted materials.
- b. Uses that cause harm to others or damage to their property, including but not limited to engaging in defamation (harming another's reputation by lies); employing another's password or some other user identifier that misleads message recipients into believing that someone other than you is communicating, or otherwise using his/her access to the network or the Internet; uploading a worm, virus, other harmful form of programming or vandalism; participating in "hacking" activities or any form of unauthorized access to other computers, networks, or other information.
- c. Uses that jeopardize the security of student access and of the computer network or other networks on the Internet.
- d. Uses that are commercial transactions. Students and other users may not sell or buy anything over the Internet. Students and others should not give information to others, including credit card numbers and social security numbers.
- e. Students may be prohibited from using e-mail (except ACVS e-mail accessed through a web browser.) E-mail access may be given to students on a case-by-case basis (e.g., foreign exchange students keeping in contact with home). Students are prohibited from joining chat rooms, unless it is a teacher-sponsored activity.

Computer Performance Recommendations:

- PC with 500 MHz or higher processor clock speed recommended; 233 MHz minimum required; Intel Pentium/Celeron family, AMD family
- Windows 2000®, XP
- Microsoft Office 2000®, XP, 2003 Word, Excel, Powerpoint, Access
- 128MB RAM (256MB - 512MB preferred)

- 20GB hard drive or larger
- DSL, or cable modem
- Super VGA (800 x 600) or higher resolution video adapter and monitor
- Sound card with speakers
- CD ROM (CD-RW recommended for saving large files)
- Internet service provider (ISP) account
- A current anti-virus application (AVG Antivirus preferred)
- Microsoft Internet Explorer Version 6.0 or later
- Software required for individual classes (if applicable)
- Java 2 Runtime Environment (free download from www.java.com)
- Flash Player (free download at www.macromedia.com)
- Adobe Acrobat Reader (free download at www.adobe.com)

General Rules of Netiquette

1. Always use a computer in a way that shows consideration and respect. You should not use obscene, profane, lewd, vulgar, rude, threatening, or disrespectful language. These actions not only violate the school's policy, but may violate penal laws in the United States.
2. Always give credit to others whose work you use. In other words, don't cut, copy, or plagiarize Internet content without appropriately acknowledging the source of materials in accordance with the Plagiarism Policy and without appropriate consent.
3. When using the Internet, you will abide by the terms and conditions of the Web sites you access. You will not violate any intellectual property rights of others, including, for example, the copyrights and trademarks of others. Never transmit or publish any information, software, or content that violates or infringes on the rights of others. Security on any computer system is a high priority, especially when the system involves many users.
4. Think about the social consequences of any program you write. Never create harmful computer viruses and never transmit or publish any information, software, or content that is or that you suspect will be harmful. These actions not only violate the school policy, but may violate penal laws in the United States.
5. It is wise to never give out personal information including your full name, home phone number, home address, or other data, anywhere on the Internet, including your email.
6. Ask for help if you're having problems. Write down any error messages that appear when you try to do something.
7. Email is not private. Never say anything via email that you wouldn't mind seeing on the school bulletin board, or in the local newspaper.

8. Be cautious about email messages from anyone, particularly adults asking you for personal information, attempting to arrange meetings, or engaging in personal contact. Disclose to your teacher or other school employee any message you receive that is inappropriate or that makes you feel uncomfortable.
9. Protect your password. Users are subject to all local, state, and federal laws and agree to abide by all such laws. School administrators will cooperate fully with local, state, or federal officials in any investigation related to any illegal activities conducted through Internet access.

Internet Use and Safety

Internet access is required for students. Internet access offers valuable, diverse, and unique resources to both students and teachers. Access must be used in a responsible, safe, efficient, ethical, and legal manner. With access to computers and people from around the world also comes the availability of material that may not be considered to be of educational value in the context of the school setting. Families should be warned that some material available on the Internet may contain items that are potentially illegal, defamatory, inaccurate, or offensive. On a global network it is impossible to control all materials, and an industrious user may discover controversial information, either by accident or deliberately. ANOTHER CHOICE VIRTUAL Charter SCHOOL DOES NOT WARRANT, AND SPECIFICALLY DISCLAIMS, ALL WARRANTIES OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, RELATING TO THE USE OF, AND/OR MATERIALS OBTAINED VIA, THE INTERNET. The disclaimer includes direct, incidental, consequential, indirect, or punitive damages arising out of the use of the Internet. However, ACVS firmly believes that the benefits to students from access to the Internet, when taken consistent with school's goals and objectives, far outweigh the possibility that users may procure material that is not consistent with our educational goals. Access to the Internet is a privilege, not a right. That access entails responsibility. The smooth operation of the school network depends upon the proper conduct of the students and faculty, who must adhere to strict guidelines. These guidelines are provided here so that students are aware of the responsibilities they are about to acquire.

Emergency Virtual Operations Plan

All class content is continually backed up on as a matter of protocol. If a long term outage occurs on the internet the teacher would individually call each of their students to develop an appropriate plan of study until the internet situation could be resolved.

HEALTH AND SAFETY POLICIES & PROCEDURES

Child Find and Accommodations

Individuals may be eligible for special education and/or accommodations for a variety of reasons. If your student needs special education and/or an accommodation please report this to your teacher immediately.

Birth Certificates or Proof of Identity

Pursuant to Idaho Code, Section 18-4511, the person enrolling the student must provide either a certified copy of the student's birth certificate or other reliable proof of the student's identity and birth date, which proof shall be accompanied by an affidavit explaining the inability to produce a copy of the birth certificate. Other reliable proof of the student's identity and birth date may include a passport,

visa or other governmental documentation of the child's identity. ACVS is required to contact the State Department of Health and Welfare and local law enforcement when this law is violated.

Child Abuse/Neglect Reporting

Idaho Law (Section 16-1601 et.sep.) requires that any person having reason to believe a student has been abused, abandoned, or neglected report the allegations to either the Idaho Department of Health and Welfare or a law enforcement agency. School personnel do not conduct any investigations into said allegations. The legal requirement is limited to reporting only.

Student Body Crisis Plan

In the case of a crisis within the student body, such as a student or faculty death which could include natural causes and or suicide, notification will be sent to all students and teachers with instructions on how they could access additional counseling if required. The principal, teachers, and school counselors would be instructed on how to appropriately deal with situation. If needed additional counselors that are well versed in the particular situation would be contracted to assist our student body to cope with the situation.

Facility Safety

In order to ensure safety for our students' quarterly fire drills will be completed in a variety of environments. Documentation of date and location of those drills will be provided upon request. Any suspected unsafe equipment and/or locations should be reported to the teacher immediately in order to ensure the situation is remedied.

First Aid and Medication Policy

Minor First Aid will be administered as needed to students. To ensure that communication is clear and concise concerning First Aid a release form will be signed by the legal guardian at the beginning of student enrollment and will be retained on file. This form will not be updated annually as a matter of course. Please update your teacher if situations change. However, under no circumstances can medications be administered to a child without annual written permission. If a student needs to receive medication during the school day, or a school based activity, report this to your teacher as soon as possible. Medications must remain under lock and key with strict documentation requirements. Additionally, not everyone can administer medications. Therefore, discuss this with your teacher if applicable for you.

DISCIPLINE PROCESSES

Due Process

When school begins in the fall of each year, the Principal or his/her Designee will review with staff and students ACVS's expectations of students. At that time, the material contained in this handbook will be reviewed as well as any other information that may be pertinent. This review will constitute the basis for informing students of policies and procedures, and should they fail to adhere to them, the disciplinary action that will occur. The Student Handbook will be posted on ACVS's web site.

Consequences

1. Discipline actions and consequences for violations of school rules, regulations, and procedures include, but are not limited to, the following:

- a. Student conference with the Teacher and/or Principal.
- b. Email or phone call to parent
- c. Loss of privileges
- d. Student and parent conference with Teacher and/or Principal
- e. Suspension from extracurricular activities
- f. In-School Suspension (if applicable)
- g. Out-of-school suspension (if applicable)
- h. Referral to Counselor or Student Specialist for intervention

2. Recommendation to Board for expulsion

The Principal determines appropriate consequences for infractions.

Suspensions and Expulsions

In-school Suspension

In-school suspension can be for one (1) period to five (5) days. The student is assigned to a personal study regime during the suspension and not allowed within the virtual community or on any school related activities. The missed period(s) or days do not count as absences and the student is allowed to complete all work for full credit.

Suspensions:

The Principal or his/her designee may temporarily suspend any pupil for disciplinary reasons or for other conduct disruptive of good order or of the instructional effectiveness of the school. A Principal or his/her designee may temporarily suspend a student for up to five (5) school days. Principal or his/her designee may extend this suspension for an additional ten (10) school days.

The Board may extend this suspension an additional five (5) days upon a finding by the Board that an immediate return to school by the pupil would be detrimental to other pupils' health, welfare or safety. Any pupil who has been suspended may be readmitted to the school by the Principal or his/her designee who suspended him/her upon such reasonable conditions as said Principal or his/her designee may prescribe. The period of suspension may be "suspended" or "deferred" to allow the student to continue with education, and the student may be required to participate in work and attendance as determined by the Principal or his/her designee. If a student is suspended for inadequate attendance, they will be provided with information regarding options to transfer to other public school programs.

A. Written Referral: Violations shall be presented in written form (e-mail acceptable if documentation of receipt is possible) and should be specific as to the misbehavior or breach of the Code of Student Conduct.

B. Student Notification: The student will be placed on notice of the alleged violation by the Principal or his/her designee.

C. Initial Conference: An initial conference (in person or by tele- or videoconference) shall be conducted by the Principal or his/her designee.

a. Charges and Evidence: The Principal or his/her designee shall confer with the student, explain the charges and evidence against the student, and allow the student an opportunity to present his or her side of the story prior to taking disciplinary action.

b. Parental Assistance: The Principal or his/her designee shall make a good faith effort to employ parental assistance or other alternative measures prior to suspension. The Principal or his/her designee may suspend the student immediately. The Principal or his/her designee will take into consideration the seriousness of the breach of conduct; whether the conduct is disruptive enough to require immediate suspension and/or if an emergency situation exists.

D. Parental Notification:

a. By Telephone or E-mail: The Principal or his/her designee shall make a good faith effort to notify the parent by telephone or email of the student's misconduct and the proposed disciplinary action.

b. By Written Notice: Regardless of whether there has been communication with the student's parent by telephone, the Principal or his/her designee shall, within twenty-four (24) hours of taking disciplinary action, send written notice to the parent describing the disciplinary action imposed and the reason for the action taken.

E. Board Notification: The Board of Directors shall be notified of any temporary suspensions, the reasons therefore, and the response, if any.

F. Appeal or Challenge: If the student and/or parent(s)/guardian(s) wish to appeal or challenge the suspension, the Principal or his/her designee will schedule an informal meeting to discuss the charges, any evidence substantiating the charge, the sanctions imposed and the reason for such sanctions. After this informal meeting, the student and or parent(s)/guardian(s) may request a formal hearing before the board if they are still unsatisfied with the decision of the Principal or his/her designee. This formal hearing will follow the same pattern as those required for expulsions. This hearing should take place within thirty (30) days unless the student and/or parent(s)/guardian(s) request more time.

G. Violations: A list of possible violations which may lead to a short-term suspension can be found within the ACVS charter. This list is not all encompassing but is illustrative of the types of activity which could lead to a suspension. A student may be suspended for inadequate attendance.

Expulsions and Denial of Attendance:

Pursuant to Idaho Code § 33-205, the Board of Directors may deny enrollment or expel a student who is:

- 1.) an habitual truant;
- 2.) who is incorrigible;

3.) for any violation of the Code of Student Conduct, or for any conduct which in the judgment of the board, is considered to be continuously disruptive of school discipline, or of the instructional effectiveness of the school; or

4.) whose presence in a public school is detrimental to the health and safety of other pupils, or who has been expelled from another school district in this state or any other state.

A. Notice: The written notice by certified mail shall state the grounds for the proposed expulsion or denial of enrollment and the time and place where such parent(s)/guardian(s) may appear to contest the action of the Board to deny school attendance. The notice will state the rights of the pupil to be represented by counsel, submit any evidence and/or produce any witnesses on his/her own behalf, and cross-examine any adult witnesses who may appear against him/her. If the notice to the parent by certified mail is returned as unclaimed, the parent will be deemed to have been provided notice pursuant to Idaho Code § 33-205 and have waived the right to a due process hearing.

B. Hearing: The Board of Directors shall have a full and fair formal hearing on the allegations set forth in the written notice. This hearing shall occur within a reasonable period of time. The student and/or parent(s)/guardian(s) may request a delay in order to be prepared for the hearing. The hearing shall be held within 30 days of the notice of intent to expel, unless there are extenuating circumstances or a request for an extension of time has been granted to the student/family. During this hearing the Student shall have the right to be represented by counsel, submit any evidence and/or produce any witnesses on his/her own behalf, and cross-examine any adult witnesses who may appear against him/her.

C. Procedure: After proper notice as set forth above, the following procedure shall be used.

- a. Opening Statements: Both sides shall have the opportunity for opening remarks or statements.
- b. Burden of Proof: The ACVS has the burden of establishing grounds for the expulsion of the student based on the allegations set forth in the written notice.
- c. Cross examination: The student or their counsel may cross-examine adult witnesses.
- d. Student's Case: The student or their counsel has an opportunity to present evidence and/or witnesses.
- e. Closing Remarks: Both sides have the opportunity to provide closing remarks.
- f. Decision: At the close of the hearing, the Board of Directors will retire to deliberate the case and upon reaching a decision will issue findings of fact and conclusion supporting their decision. Upon a motion made in open meeting, the Board will issue the approved Findings, Conclusions and Decision. A copy of which shall be delivered to the student/parent(s)/guardian(s).

D. Violations: A list of possible violations which may lead to expulsion can be found within the ACVS charter. This list is not all encompassing but is illustrative of the types of activity which could lead to a suspension. Multiple suspensions may lead to expulsion.

E. Truancy: Any student who is suspended on more than one occasion in a six (6) month period for inadequate attendance; or whose attendance is of a sporadic and inadequate nature without

justification or extraordinary circumstances may be determined by the Board of Directors to be a habitual truant and may be expelled after notice and a hearing as set forth above.

F. Special Education Students: Students enrolled in special education will not be suspended or expelled without consideration by a manifestation determination as outlined in the Special Education Manual adopted by the State of Idaho to assure the provisions of FAPE are consistent with the requirements of the IDEA.

G. Reenrollment: Any student who has been expelled from ACVS may appeal to be reenrolled in the school, after the terms/time limit of the expulsion has been completed by the student, pursuant to the procedures outlined in Idaho Code §33-502. Approval must be granted by the Principal and the Board of Directors. The Principal will notify the parent(s)/guardian(s) of the student in question, in writing by certified mail of the date and time of the reinstatement hearing. The hearing will be a face-to-face meeting before the Board of Directors (if a quorum can be obtained) or a telephone conference with a quorum of the Board of Directors in attendance.

H. Withdrawal: The parent and student may determine that ACVS is not the better alternative for the education of the student. This decision should be discussed with the School. If the decision is made that the student should withdraw and transfer to another school within the student's residential district, information regarding said transfer will be provided to parents by the School consistent with the policies of the residential and chartering entity.

Drug Abuse Policy

In accordance with Federal law, the Board hereby establishes a "Drug-Free School Zone" that extends 1,000 feet from the boundary of any school sanctioned activity.

This policy includes the following three sections:

1. Random/Voluntary Drug-, Alcohol-, and Tobacco-Use Policy
2. Drug Abuse Policy for Students Involved in School Activities
3. Reasonable Suspicion Drug Policy

Random/Voluntary Drug-, Alcohol-, and Tobacco-Use Policy Philosophy: Parents should be involved in all aspects of their student's education, including drug, alcohol, and tobacco prevention programs and counseling.

Definitions

Controlled Substances: Include, but are not limited to opiates, opium derivatives, hallucinogenic substances, including cocaine, and cannabis and synthetic equivalents of the substances contained in the plant, any material, compound, mixture or preparation with substances having a depressant effect on the central nervous system, and stimulants.

Drug: Any alcohol or malt beverage, any inhalant, any tobacco product, any controlled substance, any illegal substance, any abused substance, any look-alike or counterfeit drug, any medication not

approved and registered by the school authorities and/or any substance whose use is intended to alter mood.

Reasonable Suspicion: An act of judgment by intervention trained school personnel, which leads to a reasonable and prudent belief that a student is in violation of use or "under the influence" of drugs and/or controlled substances. The fact that a student has previously disclosed use of a controlled substance will not be deemed a factor in determining reasonable suspicion at a later date. Reasonable suspicion does not include intentional harassment of a difficult student.

It is a violation of ACVS policy for a student to possess, use, buy, sell, or give away drug paraphernalia, controlled substances, or drugs on any school premises or at any school-sponsored activities, regardless of location, or to have such substances on his/her person, vehicle, school bus, or other property. Students reasonably suspected by personnel of the faculty will be identified, examined, and reported in accordance with the law. The student's parent will be contacted as soon as possible. A urinary analysis (UA) drug screening can be an automatic part of the referral process, done at the discretion of the Principal and his/her Designee. When there is "reasonable suspicion" that a student is under the influence of drugs, he/she will be given a UA, which screens for amphetamines, cocaine, morphine, PCP, and THC, and which provides immediate results. A positive UA will be sufficient to justify the need for assessment as well as result in parent notification and referral to law enforcement personnel, as allowed by Idaho Code 33-210. Referrals, records, assessments, and UA results are classified as confidential. Students of suspicion or who have a substantiated controlled substance or drug problem will be offered assistance. Any student who voluntarily discloses using or being under the influence of any drug or controlled substance while under school supervision and before he/she is reasonably suspected to be in violation of the law and this policy will be provided anonymity to the extent that: Disclosure is held confidential on a faculty "need-to-know" basis;

1. Notification is provided to parents; and
2. Available counseling is offered at the school level.

Once a student is reasonably suspected to be in violation of the law and this policy, regardless of any previous voluntary disclosure, the Principal/Designee will immediately notify the local law enforcement agency and will seek a law enforcement evaluation of the student. The evaluation may seek transfer of school custodial responsibility to the appropriate law enforcement agency. Voluntary disclosure of use or being under the influence of any drug or controlled substance to school personnel while the student was off school grounds and not under the supervision of the school, may not be reported unless in the best interest of the student or required by school district policy, or State Code.

Discipline Concerning Drug Policy Violation

Discipline for students who possess, use, buy, or give away drug paraphernalia, controlled substances or drugs, on any school premises or at any school-sponsored activity, regardless of location will involve suspension and possible expulsion.

Process

The following process applies to first and second/subsequent offenses at school-sponsored activities, regardless of location:

1. A student's person and/or personal effects, including, but not limited to purse, book bag, etc., may be searched whenever a school official has reasonable suspicion that the student is in possession of materials which violate ACVS policy or law.
2. The virtual community is considered school property and is at all times under the control of the school. Periodic general inspection may be conducted by authorized school officials for any reason at any time without notice, without consent, and without a search warrant.

First Offense

1. The student's parents and law enforcement personnel will be notified as soon as possible; AND
2. The student will be subject to a ten (10) day suspension by Principal/Designee; AND
3. The Principal/Designee may reduce the suspension to three days when:
 - a. The student and parents show evidence of attendance at a local substance abuse meeting (AA, ALA Teen) and agree to a drug and alcohol assessment provided at a State-approved alcohol/drug agency in the area and conducted by a Certified Alcoholism/Drug Abuse Counselor, at the family's expense, and follow the recommendations of the agency.
 - b. The student submits a copy of the recommendation prior to re-admittance. Reduction in length of suspension or extracurricular ineligibility will be immediately revoked by the Principal and/or his/her Designee whenever a student fails to follow through with the evaluation recommendation.

Second/Subsequent Offense:

1. The student's parent(s)/guardian(s) and law enforcement personnel shall be notified as soon as possible; AND
2. The student will be subject to a ten (10) day suspension at the discretion of the Principal and/or his/her Designee: AND
3. The student and parent will attend a hearing with the Board or Board Approved Intervention Team.

ACVS COMMITMENT TO OUR STUDENTS

- a. Provide a learning environment which may include facilities that are inspected as required and adopt policies that meet all required city, county, state, and federal health, accessibility, safety, fire, and building codes to ensure the safety of students and staff.
- b. Establish, publish, and enforce policies that define acceptable and unacceptable behavior in all environments, including zero tolerance for weapons, violence, gangs, and use or sale of alcohol and drugs.

c. Create an environment that encourages parents and other adults to participate fully in their child's education and to participate in the school's activities. There will be advertised opportunities.

d. Develop a staff/student handbook to provide rules and guidelines for on-line and physical safety. These guidelines will include, and not be limited to, the procedures for fire drills, reporting unsafe equipment, methods for checking students in and out of school locations if applicable, notification of parents' rights, and staff monitoring responsibilities.

STUDENT CODE OF CONDUCT

As a student of ACVS I agree that the virtual environment has the possibility to be a positive environment that is conducive to learning. In order to be a part of making that positive environment I agree to the following:

- I will exhibit academic honesty. That means that I will not participate in cheating, stealing answers, plagiarizing, and academic dishonesty in any form, including inappropriate use or misuse of the computer network and Internet.
- I will not create a false emergency. I am aware that creating a false emergency as it relates to the ACVS environment. If I do create a false emergency within the ACVS environment I am aware that it may result in disciplinary action, and/or involvement of appropriate local, county, and/or federal enforcement agencies if appropriate.
- I will not do damage or theft of private property while participating in a school activity.
- I will not participate in bullying, or verbally or physically harassing or harming another student or any ACVS personnel or interfering with or disrupting the job function of any ACVS personnel in the virtual and/or non virtual environment.
- I will not participate in illegal acts, which are acts that by law are considered felonies or misdemeanors in courts of law.
- I will not participate in activities that could be considered hazing or anything that could be considered a gang related activity, or an initiation into such an event. This means a ceremony, ritual, test, or period of instruction in which I am, or my peer is, subjected to any or all of the following: rough practical jokes, ridicule, persecution or harassment with meaningless, difficult, abusive, disagreeable, and/or humiliating tasks.
- I will not participate in insubordination, or the refusal to follow the reasonable directive of a staff member or ACVS personnel.
- I will not participate in profanity, which is considered abusive, vulgar, or irreverent language in any format.
- While involved in a school activity I will not participate in public displays of affection.
- I will not participate in vandalism, destruction or disfiguring of public and/or private property while involved in any school activity.
- I fully understand that weapons, fireworks, and dangerous instruments are completely unacceptable under all situations. This means that possession, handling, or transporting a firearm, dirt knife, bowie

knife, dagger, metal knuckles, or any deadly and dangerous weapons as defined in Section 921 of Title 18 of the United States Code, including any knife, any explosive, including firecrackers, or any other dangerous object [Dangerous object is defined as any object used in a dangerous and/or inappropriate manner that may cause harm to a person or property], on or about his/her possession while engaged in a school activity on other property, and/or while riding in school provided or contracted transportation. Causing or attempting to cause physical injury with a weapon or dangerous implement as defined above, or behaving in a way that could cause physical injury to any person is in violation of this policy. Violation of the weapons policy will result in immediate suspension and expulsion for a minimum of one year or as determined by the Board on a case-by-case basis. The suspension and expulsion includes no participation in or watching of any school activity. This may be modified only by the Board.

I am aware that any school employee or designee has jurisdiction over me as an ACVS student during any school activity. If consequences are necessary for an infraction, the Principal or his/her Designee may follow the protocol of discipline procedures, or may choose to enforce any of the consequences nonsequentially, or assign an appropriate work consequence as befitting to student and situation.

Signature of Parent or Legal Guardian

Date

Signature of Student if Appropriate (Required for Students Fourth Grade and Above)

Date

APPENDIX FOUR

Another Choice Virtual Charter School

A Policy and Procedure Manual

First Edition

This Manual will be revised prior to August 2009

Submitted to the Idaho Public Charter School Commission

August 2008

Another Choice Virtual Charter School

958 Corporate Lane

Nampa, Idaho 83651

Contact Person:

Jeri Hyslop or Laura Sandidge

Phone: 467-7524

FAX: 467-7526

THE LOTTERY PROCESS

- The name of each prospective student is written on or affixed to a 3x5 index card.
- The selection procedure will be conducted in the following manner: Kindergarten, Elementary, then Secondary, at a time with the order for each grade level selected randomly. All cards, regardless of preference, are placed in a container one group at a time.
- Each card is selected one at a time by a third party who is not affiliated with Another Choice Virtual Charter School. This person will pass the card to another individual who will document the information on a computer using the Excel program, as well as on the index card, with the number (indicating the order drawn) and a letter (indicating order of preference) on each card.
- The letters are as follows:
 - A=returning students
 - B=children of founders (not to exceed 10% of the student population)
 - C=siblings of students already selected
 - D=within that year's attendance boundaries
- No letter will be assigned to prospective students who live outside the current attendance boundaries.
- With regard to the sibling preference, if the name of the person selected has a sibling in a higher grouping who has already been selected, but the person previously selected did not have the letter "C" written on his or her index card (because a sibling had not been selected for admission prior to the selection of the index card of that person), then the letter "C" shall now be written on that person's index card, and computer group, at this time.
- After all index cards have been selected for each grade, and documented on the computer, then the information shall be sorted for each grouping level in accordance with the following procedure. All index cards (or computer groupings) with the letter "A" shall be sorted first, based on the chronological order of the selection number written on each index card; followed by all index cards (or computer groupings) with the letter "B", based on the chronological order of the selection number written on each index card; followed by all index cards (or computer groupings) with the letter "C", based on the chronological order of the selection number written on each index card and computer document; followed by all index cards (or computer groupings) with the letter "D", based on the chronological order of the selection number written on each index card (or computer groupings); followed, finally, by all index cards containing no letters, based on the chronological order of the selection number written on each index card.
- After the index cards have been drawn and sorted for all groups, and documented on the Excel program, the names shall be transferred by group level, and in such order as preferences apply, to the final selection list.
- Final Selection List: The names of the persons in the highest order on the final selection list shall have the highest priority for admission to the public charter school in that group, and shall be offered admission to the public charter school in such group until all seats for that group are filled.

- All students in each group who are not selected to attend Another Choice Virtual Charter School will be placed on the waiting list. Any seat that is vacated during the school year will be offered to the next eligible student on the waiting list.
- Within seven days of the lottery letters will be sent notifying parents/guardians that their child is either eligible to attend Another Choice Virtual Charter School or has been placed on the waiting list.

The above information is intended as a brief overview of how the lottery will work. If there are any further questions regarding details of the lottery, they may be sent to the Principal.

According to Public Charter Schools Law, Section 33-5205 "...There shall be no carryover from year to year of the list maintained to fill vacancies. A new lottery shall be conducted each year to fill vacancies which become available"

Title I Parent Involvement

The parents of students identified to participate in Title I programs will receive from the school Principal/Designee and Title I staff an explanation of the reasons supporting each student's selection for the program, a set of objectives to be addressed, and a description of the services to be provided. Opportunities will be provided for the parents to meet with the classroom and Title I teachers to discuss their student's progress. Parents will also receive guidance as to how they can assist at home in the education of their students.

ACVS endorses the parent involvement goals of Title I and encourages the regular participation of parents of Title I eligible students in all aspects of the program. The education of students is viewed as a cooperative effort among the parents, school, and community. Pursuant to federal law ACVS will develop jointly with, agree upon with, and distribute to parents of students participating in the Title I program a written parent involvement policy. ACVS parents will be notified at the beginning of the school year if the school is identified for Title I school improvement, the reasons for that designation, how the school is addressing the achievement problem, how parents can help address the problem, and the option they have as parents to transfer their student to another public school with transportation provided. At the required annual meeting of Title I parents, parents will have opportunities to participate in the design, development, operation, and evaluation of the program for the next school year. Proposed activities to fulfill the requirements necessary to address the requirements of parental involvement goals will be presented.

Meetings

In addition to the required annual meeting, at least three (3) additional meetings will be held at various times of the day and/or evening for parents of students participating in the Title I program. These meetings will be used to provide parents with:

- a. Information about programs provided under Title I;

- b. A description and explanation of the curriculum in use, the forms of academic assessment used to measure student progress, and the proficiency levels students are expected to meet;
- c. Opportunities to formulate suggestions and to participate, as appropriate, in decisions relating to the education of their students; and
- d. The opportunity to bring parent comments, if they are dissatisfied with the ACVS's Title I program, to the level it was promised through this document. Title I funding, if sufficient, may be used to facilitate parent attendance at meetings, through payment of transportation and childcare costs.

School-Parent Compact

ACVS will use Title I funds primarily at the elementary level, and will develop jointly with parents of students served in the program a "School-Parent Compact" outlining the manner in which parents, school staff, and students share the responsibility for improved student academic achievement in meeting state standards. The "School-Parent Compact" will:

- a. Describe the school's responsibility to provide high quality curriculum and instruction in a supportive and effective learning environment enabling students in the Title I program to meet the state's academic achievement standards;
- b. Indicate the ways in which each parent will be responsible for supporting their student's learning, such as monitoring attendance, homework completion, and television watching; volunteering in the learning environment; and participating, as appropriate, in decisions related to their student's education and positive use of extracurricular time; and
- c. Address the importance of parent-teacher communication on an ongoing basis with minimally, parent-teacher conferences, frequent reports to parents, and reasonable access to staff.

Guidelines and Responsibilities

In order to achieve the level of Title I parent involvement desired by Charter School policy on this topic, these procedures guide the development of each school's annual plan designed to foster a cooperative effort among parents, school, and community.

- a. Guidelines: Parent involvement activities developed through every grade level will include opportunities for:
 - i. Volunteering;
 - ii. Parent education;
 - iii. Home support for the student's education; and

iv. Parent participation in school decision making.

The school system will provide opportunities for professional development and resources for staff and parents/community regarding effective parent involvement practices.

b. Roles and Responsibilities:

i. Parents. It is the responsibility of the Title I parents to:

- 1) Actively communicate with school staff;
- 2) Be aware of rules and regulations of school;
- 3) Take an active role in the student's education by reinforcing at home the skills and knowledge the student has learned in school; and
- 4) Utilize opportunities for participation in school activities.

ii. Staff. It is the responsibility of staff to:

- 1) Develop and implement a school plan for parent involvement;
- 2) Promote and encourage parent involvement activities;
- 3) Effectively and actively communicate with all parents about skills, knowledge, and attributes students are learning in school and suggestions for reinforcement;
- 4) Send information to parents of Title I students in a format and, to the extent practicable, in a language the parents can understand.

iii. Community. Community members who volunteer in the schools have the responsibility to:

- 1) Be aware of rules and regulations of the school;
- 2) Utilize opportunities for participation in school activities.

iv. Administration: It is the responsibility of the administration to:

- 1) Facilitate and implement the Title I Parent Involvement Policy and Plan;
- 2) Provide training and space for parent involvement activities;
- 3) Provide resources to support successful parent involvement practices;
- 4) Provide in-service education to staff regarding the value and use of contributions of parents and how to communicate and work with parents as equal partners;
- 5) Send information to parents of Title I students in a format and, to the extent practicable, in a language the parents can understand.

Terminology

ACVS has identified the following terms as specific to this section and important for clarity to avoid confusion and incorrect use of terms in this elementary and secondary school context:

Accommodation: Changes in the curriculum, instruction, or testing format or procedures that enable students with disabilities to participate in a way that allows them to demonstrate their abilities rather than disabilities. Accommodations are generally considered to include assistive technology as well as changes in presentation, response, timing, scheduling, and settings that do not fundamentally alter the requirements. Accommodations do not invalidate assessment results (Taken directly from the Idaho Special Education Manual 2007).

Adaptation: Changes to curriculum, instruction, or assessments that fundamentally alter the requirements, but that enable a student with an impairment that significantly impacts performance an opportunity to participate. Adaptations include strategies such as reading the reading portion of a test, using spell/grammar check for language arts assessments, and substituting out-of-level testing. Adaptations invalidate assessment results and provide non-comparable results (Taken directly from the Idaho Special Education Manual 2007).

Equal access: equal opportunity of a qualified person with a disability to participate in or benefit from educational aids, benefits, or services.

Free and Appropriate Public Education (FAPE): a term used in the elementary and secondary school context; refers to the provision of regular or special education and related aids and services that are designed to meet individual educational needs of students with disabilities as adequately as the needs of students without disabilities are met and is based upon adherence to procedures that satisfy the IDEA requirements pertaining to the educational setting, evaluation and placement, and procedural safeguards. ACVS incorporates an on-line learning environment which will incorporate synchronous communication as well as asynchronous communication. A full continuum of services delivery will be incorporated based upon Individual Education Plan team decisions. The continuum of services may be made available through the use of advanced technology procedures, or through traditional paraprofessional or learning coaches, in order to facilitate adherence to this law.

Placement: a term used in the elementary and secondary school context; refers to regular and/or special educational program in which a student receives educational and/or related services. ACVS will be able to take full advantage of placement decisions by offering curriculum that is personalized for every student. Using an on-line delivery system, grade level material can be easily adjusted through content and/or pacing of lessons, and materials that are individualized and interactive.

Reasonable accommodation: a term used in the employment context to refer to modifications or adjustments employers make to a job application process, the work environment, the manner or circumstances under which the position held or desired is customarily performed, or that enable a covered entity's employee with a disability to enjoy equal benefits and privileges of employment; this term is sometimes used incorrectly to refer to related aids and services in the elementary and secondary school context.

Related services: a term used in the elementary and secondary school context to refer to developmental, corrective, and other supportive services, including psychological, counseling and medical diagnostic services and transportation. ACVS will provide related services through a variety of modalities. As stated previously, ACVS will incorporate synchronous and asynchronous communication. Services may be made available through the use of advanced technology procedures, or through traditional paraprofessional or learning coaches, in order to facilitate adherence to this law.

Learning Coach: at ACVS this is a term used in the elementary and secondary school that refers to an individual that is either hired directly through ACVS or through its community partners that facilitates the educational goals on the IEP and/or learning plan. In this document, the term may be used interchangeably with paraprofessional and/or educational assistant.

APPENDIX FIVE

Another Choice Board of Directors

Laura Sandidge, Ph.D., Chairman of the Board
Area of Expertise: Education, Special Education, Business

Jeri Hyslop, Secretary
Area of Expertise: Special Education, Parent, Charter School Experience, Twice Exceptional

Kim Hunter, Treasurer
Area of Expertise: Autism, Parent, Charter School Experience,

Kristina M. Grant, Board Member
Area of Expertise: Technology, Operation of Non Profits

John Hyslop, Board Member
Area of Expertise: Business, Technology, Parent, Charter School Experience

Kelsey Williams, M.A., Board Member
Area of Expertise: Education, Special Education, Business, Limited English Proficiency

Ross Jones, M.B.A., Board Member
Area of Expertise: Business, Finance

Laura Sandidge, Ph.D.
809 W. Riverstone Court
Nampa, Idaho 83686
(208) 467-7524 x 100
(208) 467-7526 Fax
lsandidge@advocates4inclusion.net

Education:

Doctorate of Education, Special Education, 2000, University of Idaho
Master's in Education, Reading, 1996, Boise State University
Bachelors of Arts, Special Education, History, 1987, Boise State University

Honors: Student Incentive Award, 1986
Dean's List, 1986, 1996, 1997, 1998
GPA 3.89
Stillinger Memorial Scholarship, 1998
Stillinger Memorial Scholarship, 1999

Dissertation: Training General Educators Increase Inclusion Of Students
with Disabilities In the General Education Classroom:
Positive Behavioral Supports as a Strategy for Implementation

I attended the University of Alaska from 7/88 to 10/92
I attended Southeastern University, Oklahoma, in 1989

I have been certified in Special Education Administration, Special Education Director, Special Education K
- 12, Early Childhood Special Education, Reading K - 12, and History 6 - 12.

Work Experience:

August 30, 1999 to Present
Advocates for Inclusion
Nampa, Idaho

I am the Administrator and co-owner of an agency that provides services for individuals with disabilities,
both adult and children, and their families in both Department of Health and Welfare Region's III and IV.
The services we provide are Intensive Behavioral Intervention, Developmental Therapy, Service
Coordination, and other therapy based services.

August 30, 2002 to Present
Nampa, Idaho

I am the Chairman of the Board for a nonprofit that provides many services at no charge to families for
individuals. All services must enhance quality of life for the individuals we serve.

September 1996 to Current
Northwest Nazarene University
Nampa, Idaho

I am an adjunct professor and have taught Introduction to Special Education, Assistive Technology, and IEPs/Transition Plans. I strongly support and encourage the pre-service general and special education teachers to include special needs' students in their future classes. In the summer of 1998 I began teaching a graduate class, offered annually, called Intensive Behavioral Interventions. I have also taught Project Inclusion throughout Idaho, offered for credit from NNU, Classroom Management.
Supervisors: NNU Board of Directors; Karen Smucker

June 1997 to 2002

PathFinders International

I am the Children at Risk specialist for PathFinders International. PathFinders is a nonprofit religious organization that works with orphans, refugees, and street children in many undeveloped countries. My position requires me to travel occasionally to many of these undeveloped countries to offer training and program development in order to increase the quality of life to children, and at times their families. Some of the programs that I have worked on with PathFinders is an orphanage training program for orphanage workers and a vocational technical school for orphans in Myanmar and China. We have also worked on several educational programs for children with and without disabilities in many countries including China, Albania, Myanmar, Russia, Bulgaria, and India.

June 1999 to 2002

University of Idaho

Boise, Idaho

I was an adjunct professor and taught Educating People with Disabilities during the summer of 1999. This was a graduate level class that provided students with an overview of disabilities. In September of 1999, I was contracted by the University Affiliated Program for the University of Idaho to write and develop grants for the UAP.

August 12, 1997 to August 30, 1999

Meridian School District

Meridian, Idaho

I was one of three Special Services Supervisors that coordinated services for approximately 2,500 special education students. My primary responsibility was to supervise and develop the secondary special education programs, particularly in the four middle schools. I worked extensively on developing the training curriculum for the paraprofessionals and have directly taught many of these classes. I directly evaluated and supervised personnel and coordinated the English as a Second Language program. I worked directly with the Special Education and English as a Second Language budgets. I directly supervised the Speech and Language Pathologists, the homebound program, extended school year, and student to adult life transition programs. I worked extensively on developing transition services. This entailed working with many outside community organizations. I was also the staff development coordinator for the Special Services Department. Through this position I worked collaboratively with the Boise School District, Head Start, and various other community organizations.
Supervisor: Dr. Linda Clark; Bonnie Gallant

September 7, 1993 to June 1, 1997

State of Idaho, Department of Health and Welfare

Nampa, Idaho

I provided developmental services to rural based special needs children, ages 0

to 5 and their families. My clients were in Region III. I was based in Nampa. However, I traveled extensively throughout Region III. I provided services as mandated by part H of IDEA and taught inservices on developing Individual Family Service Plans. As my clients would reach age three, I was responsible to transition them to their home school districts. Some Districts that I regularly worked with were the Nampa School District, Emmet School District, COSSA, Caldwell School District, and Head Start. Through this position I also worked collaboratively with various other community organizations.
Supervisors: Ron Enright and Sally Reese

October 1994 to May 1996

Boise State University Center, Nampa Idaho

I worked as a part time instructor to help adults in obtaining their GED. I also taught several sections of two ESL classes to adult learners. The two classes that I taught ESL adults were called Conversational English and Writing.
Supervisor: Barbara Case

August 1987 to May 1993

Lake and Peninsula School District
King Salmon, Alaska

As a special education teacher I was responsible for all special students in five villages from preschool to senior high. I was also responsible for the Chapter I reading classes. I was responsible for all the special education and Chapter I aides in those five villages. I served as a regular education teacher with fully included special needs students. I taught the full range of grades for school, preschool through twelfth in both regular and special education. I also taught gifted and talented high school students. While in this position, I was the district coordinator for the Academic Decathlon program. I brought that program to our District. I provided inservices for aides and did inservices on Fetal Alcohol Syndrome. I participated on a district oral history writing project and was an editor and teacher of many students that participated. We published that publication. I was able to facilitate two community grants that concentrated on selecting, ordering, and purchasing several literature books for grades kindergarten through seniors.
Supervisors: Ron Jones and Frank Hill

November 1985 to May 1986

Idaho State School and Hospital
Nampa, Idaho

I worked with severely disabled people both adult and children November 15, 2000 in the area of relaxation and recreation. I attended many Special Olympics, taught swimming, relaxation techniques, and proper behavior in public.
Supervisor: Renee Van Atter

November 1985 to May 1987

Nampa, Idaho

I ran an independent tutoring service based here in Nampa. I worked with students from 10 to 35 in any area they were having trouble in.

Other Information:

I have many educational interests and have done research on those interests. Beyond the extensive research in special education, I have done quite a bit of research in at-risk children; facilitating language; writing and literacy; multiple intelligences; social and emotional intelligence; cooperative learning; learning styles; behavior interventions and motivational techniques; temperaments; resiliency; gender issues; multicultural issues; and Fetal Alcohol Syndrome. My current positions have allowed me to take my interests and experiences to combine them in an effective way that helps families.

A list of Presentations can be provided if requested they include numerous State, National, and International locations, many of which have been done annually since 1997.

A list of References and Publications are available upon request.

Grants:

Idaho State Council on Developmental Disabilities

Providing Inclusive Classrooms - Strategies for Educators 1998/1999

I was funded for a \$24,000 grant to present inclusion strategies to Idaho teachers. The grant concentrated on supporting teachers in four areas, curriculum adaptation, behavior issues, positive behavioral supports, and assistive technology, in an effort to increase inclusive classrooms in Idaho.

Idaho State Council on Developmental Disabilities

Literature Review and Research

I was funded for a \$1,500 grant to research as to the importance of Superintendents, Principals and Special Education directors in facilitating inclusive practices.

Idaho State Council on Developmental Disabilities

Providing Inclusive Classrooms - Strategies for Educators 1999/2000

My funding was continued for a \$30,000 grant to present inclusion strategies to Idaho teachers. The grant concentrated on supporting teachers in four areas, curriculum adaptation, behavior issues, positive behavioral supports, and assistive technology, in an effort to increase inclusive classrooms in Idaho.

Department of Health and Welfare

Standards and Training Criteria for Developmental Specialists and Intensive Behavioral Interventionists

I was funded for a 30,000 grant to research and make recommendations for standards and possible training curriculums for both Developmental Specialists and Intensive Behavioral Interventionists. These professionals provide services throughout the state and are reimbursed for their services through Medicaid. Part of the grant is to also research possible certification criteria for paraprofessionals as well.

Kimberly A. Hunter
712 W. Redwood, Nampa ID 83651
(208) 989-1645
kahunter@cablone.net

OBJECTIVE To provide my personal experience and advocate for other special needs children.

- SKILLS PROFILE**
- Service Coordinator and researcher for 6 year old son with Autism.
 - A Cofounder and Project Coordinator for Engage. An exclusive project for children with Autism.
 - Experienced in most communication devices for non-verbal children.
 - Experienced in Individualized Education Program (IEP).
 - Experienced in coordinating group activities.

EMPLOYMENT HISTORY

Advocates for Inclusion / Service Coordinator March 2006-Current

- To advocate for special needs and development delayed children.
- A Service Coordinator will maintain ongoing communication and a positive relationship with the primary physician.
- Service Coordinator will help ensure that the medical card remains in place for as long as needed.
- Service Coordinator will attend any IEP meetings or Parent Teacher Conferences at the family's request.
- Service Coordinator will monitor all therapies on an ongoing basis.
- Service Coordinator will help a family access community supports and educational opportunities as much as possible to help the family needs on an ongoing basis.
- Assist as needed with applying for Family Support Funds: Respite Care and In-home assistance.

Idaho Arts Charter School / Paraprofessional December 2005-February 2006
Nampa, Idaho

- Teach elementary reading and math intervention programs.
- To nurture a growing knowledge of social and academic skills within the public school system.

Maurices Inc. / Assistant Manager May 2000-June 2004

Jeri Hyslop

11901 Emerson Street
Caldwell, Idaho 83605
(208) 459-1164
johnralph@juno.com

RELEVANT EXPERIENCE

Neighborhood Watch Group Chairperson

Jan 2006-Present

- Developed program within the neighborhood utilizing community resources
- Brought together the 175 families in the neighborhood to promote safety and awareness in cooperation with Caldwell Police Department
- Coordinate major events within the neighborhood to promote a family friendly community including National Night Out Block Party, a float in Caldwell Night Light Parade, and Treasure Valley Neighborhood Watch Summit Panel

Autism Society of America- Treasure Valley Chapter Board Member/ Parent Resource Contact

2003-2006

- Planned events for Autism Awareness within the community
- Created local events for families within the Autism community including Family Free Night at the Discovery Center
- Networking within the local professional Autism community including doctors and specialists, sharing this knowledge with other parents in the area

OTHER EXPERIENCE

Special Education Advisory Panel

Board Member, 2005-2008
Executive Committee, 2007-2008

Early Childhood Special Education Board (Pendleton Oregon)

Board Member, 1997-1998

COPE—Oregon's Statewide Parent Training and Information Center

Participating Member, 1997-2000

Attended Many Trainings and Speakers Related to Autism, Special Needs, Advocating for Your Child, Legal Issues for Special Needs Children including Individualized Education Plans and 504s, as well as training for twice exceptional and gifted children.

Kelsey Bre Williams

EDUCATION

1998 - 2000, Northwest Nazarene University
2001 - 2003, B.A. History Education, Boise State University
2005, Special Education, Boise State University
2005 -2006 M.Ed Administration, Northwest Nazarene University

POSITIONS HELD

2006 – Present, Middle School Principal
Melba Middle School

- ◇ Migrant/LEP Director
- ◇ Assistant Special Education Director
- ◇ District GT Coordinator

2004 - Present, International Coordinator
AFI Non-Profit

- ◇ Organize and guide International short term teams
- ◇ Public speaking
- ◇ maintain open communication between international contacts

2003 - 2006, Special Education Teacher
Melba High School

- ◇ Write and carryout IEP's
- ◇ Conduct Academic Assessments
- ◇ Write and carryout Transition Plans
- ◇ Inform general ed teachers of individual needs
- ◇ Teach Basic English
- ◇ Teach General Math
- ◇ Teach Life Skills

REFERENCES

Laura Sandidge Ph.D., Business Owner. Advocates for Inclusion, 208-467-7524
Bob Larson, Superintendent. Melba School District, 208-495-1141

ACCREDITATION

Teaching Certificate, State of Idaho.
Administration Certificate, State of Idaho

INTERESTS AND ACTIVITIES

Traveling, biking, photography, and reading

VOLUNTEER EXPERIENCE

American Red Cross - Community First Aid & CPR Instructor
Special Olympics - Assistant Swim Team Coach

1909 W Havenwood Ave
Nampa, Id 83651

Phone: 208-794-6317
Work: 208-495-2221
E-mail: kelseybwilliams@msn.com
Kwilliams@melbaschools.org

Kristina M. Grant

1380 Carlin St. Apt 14
Reno, NV 89503
(817) 980-9827
k.grant@tcu.edu

EDUCATION

TEXAS CHRISTIAN UNIVERSITY Fort Worth, TX
Bachelor of Science, Psychology, May 2007

RELEVANT EXPERIENCE

PENDLETON ACADEMIES Pendleton, OR
Educational Assistant 2005-2007

- Observed and tracked clients' behaviors
- Redirected clients toward more appropriate behavior
- Provided personal teaching assistance while identifying problems and needs to develop strategies for improvement
- Communicated with clients about their internal beliefs and feelings

AMERICAN LUNG ASSOCIATION OF NEVADA Reno, NV
Americorps VISTA Jan.-July 2008

- Coordinate Open Airways in Schools program
- Provided technical assistance in the local office
- Updated online curriculum for multiple trainings

NEVADA COVERING KIDS AND FAMILIES Reno, NV
Americorps VISTA July 07- Jan 08

- Established a state wide database system for tracking and finding information regarding client information
- Created and performed virtual training programs for community agencies to navigate the financial policy of state programs
- Worked in the community to provide health care for children without healthcare coverage

OTHER EXPERIENCE

TCU Social Psychology Lab, Lab Tech, 06-07
LeaderKids Fort Worth, Teen Mentor, 04-05
Pendleton Swim Association, Swim Instructor, 98-04
Lost and Found (Pendleton), Teen Mentor/Tutor, 03-05

CERTIFICATIONS

CPR Training
First Aid Training
ProACT Training
PART Training
Water Safety Instructor

John Hyslop

11901 Emerson St.

Caldwell, Idaho 83605

208.459.1161(Home)

208.880.2001(Cell)

Highlights of Qualifications:

More than 20 years of successful experience in management, and responsibility at various levels.

Major strengths in problem solving, especially in high stress fast paced environment, with focus of teaching and leading others to learn what I have taught and learned in past experience.

Company and customer oriented; can balance customer needs with respect to company vision.

High performance standards for myself and team through assertive encouragement to meet goals, deadlines, budgets, and quality of work.

Experience:

Garage Improvement (Owner)

Installed overhead storage, cabinets, and epoxy flooring in existing garages.

Product research, sales, and accounting for business.

Transportation Manager: Western Power Sports

Hired as assistant warehouse manager, promoted to warehouse manager, promoted to Transportation Manager.

Managed up to 65 people in receiving, stocking, picking, packing, and shipping.

Negotiated service and pricing with LTL, full load, and package carriers. Results were an annual savings of \$350,000.00 for the 3 warehouses located in Boise, ID. Fresno, CA. and Memphis, TN.

Warehouse receiving consisted of 200 containers annually, 3 53' trailers of domestic product weekly, and 5 to 30 pallets of LTL with 35 to 100 packages a day.

Warehouse stocked in excess of 20,000 part numbers, picked 700 to 1500 orders daily, and shipped 10 to 65 pallets of LTL, and 1200 to 1800 packages daily.

Direct customer service with external and internal customers. Resolving individual and pattern problems by balancing efficiencies with effective solutions to create profitability through creative solutions.

Oak Harbor Freight Lines:

Hired as driver; promoted to lead driver; promoted to terminal manager in a start up environment.

Managed up to 5 delivery drivers and 2 linedrivers.

Increased sales over 1000% through driver sales methods taught to all drivers. Route daily deliveries, unload 8 to 17 trailers and reload for routes using cross docking and manpower planning methodology. Deliver freight, run linehaul, or perform customer service including sales, claims, problem resolution with customers both external and internal.

Education:

High School: Nampa Christian, Nampa ID. Graduated 1980

College: Northwest Nazarene, Nampa ID. 1 term

Coursework: APICS, Allentown PA. MRP, Production Control, and Just In Time Certification

Trainings: Oregon COPE Project (Coalition in OR for Parent Education) Federal and Oregon law pertaining to Special Needs Schooling laws, IEP training on how to be most effective in the negotiation process. Volunteer to help parents be effective in IEP meetings. Teach parents to be effective in negotiating with the school system by learning to be part of the team and not the adversary to the school. Help parents through the process teaching it is not personal, we all have needs to be addressed in order to get the best possible schooling for the child.

Ross L. Jones, MBA

Objective

To pursue various interests in the business environment concerning education and social services.

Proficiencies

Work with and manage people effectively

Customer relations

Project implementation and oversight

Logistics

Microsoft Excel, Microsoft Word, Microsoft Power Point, Microsoft Publisher, EDS Billing Solutions Software, Actsoft, Inc. – Comet Tracker (GPS software)

Procurement and vendor management

Experience

May, 2004-Current

Able Transport, LLC

Nampa, Idaho

General Manager/Owner

To provide and implement my vision and strategy to excel in non-emergency medical transportation throughout Southwest Idaho, while making sure that my 23 employees and I remain goal congruent.

November, 2005-Current

Bullfrog Landscape Design and Installation, LLC

Nampa, Idaho

General Manager/Partner

To handle all aspects of the business by way of office operations, customer relations, sales, billing, licensing, and bookwork.

October, 2006-Current

Weber Investments Real Estate, Inc.

Boise, Idaho

Sales Agent

To provide good service to my clients by facilitating transactions, desired by my clients, concerning real estate in a manner that is reflective of my industries ethics and standards.

Education

Northwest Nazarene University

Nampa

Master of Business Administration

International Business Emphasis

GPA: 3.87

Northwest Nazarene College

Nampa

Bachelor of Arts, Accounting

Accounting

Freshman and Sophomore Class President

APPENDIX SIX

Another Choice Charter School
Annual Budget Template

	Year 1			Year 2			Year 3		
	Number	Rate	Amount	Number	Rate	Amount	Number	Rate	Amount
Number of Students	200			300			319		
Revenues:									
State Apportionment		\$ 5,000	\$1,000,000		\$ 5,000	\$1,500,000		\$ 5,000	\$1,595,000
State Transportation									
Nutrition Program									
Federal Grants									
Contributions/Donations									
Total Revenues			\$1,000,000			\$1,500,000			\$1,595,000
Expenses:									
<u>Salaries:</u>					3.0%			3.0%	
Teachers	\$40,000	5	\$200,000	\$41,200	6	\$247,200	\$42,440	6	\$254,640
Special Ed	\$40,000	3	120,000	\$41,200	4	164,800	\$42,440	4	169,760
Classified/Office Staff	\$25,000	4.5	112,500	\$25,750	4.5	115,880	\$26,520	4.5	119,340
Administration	\$70,000	0.75	52,500	\$72,100	1	72,100	\$74,260	1	74,260
Clerk of the Board	\$50,000	0.5	25,000	\$51,500	0.5	25,750	\$53,050	0.5	26,530
Related Personnel	\$40,000	1.25	50,000	\$41,200	1.75	72,100	\$42,440	1.75	74,270
IT Specialist	\$50,000	1	50,000	\$51,500	1	51,500	\$53,050	1.5	79,580
Community Liason Coordinator	\$32,870	0.5	16,440	\$33,860	1	33,860	\$34,880	1	34,880
AT Coordinator	\$32,870	0.5	16,440	\$33,860	1	33,860	\$34,880	1	34,880
Total Salaries			\$642,880			\$817,050			\$868,140
<u>Benefits:</u>									
Retirement/PERSI	15.0%		\$96,430	15.0%		\$122,560	15.0%		\$130,220
Health/Life Insurance	8.0%		51,430	8.0%		65,360	8.0%		69,450
Payroll Taxes	8.0%		51,430	8.0%		65,360	8.0%		69,450
Workers Compensation	6.0%		38,570	6.0%		49,020	6.0%		52,090
Total Benefits			\$237,860			\$302,300			\$321,210
<u>Annual Operating Expenses:</u>									
Textbooks			\$0			\$0			\$0
IFARMS Completion Stipend			\$5,000			\$5,000			\$5,000
General Supplies			\$5,000			\$12,000			\$12,000
Equipment as needed			\$5,000			\$5,000			\$5,000
Legal Representation Fees			\$5,000			\$5,000			\$5,000
Accounting - Audit			\$5,500			\$5,500			\$5,500
Advertising/Marketing			\$6,000			\$3,000			\$3,000
Student Internet Stipend			\$0			\$54,000			\$57,420
Computer Repair Expenses			\$0			\$3,000			\$3,000
Telephones (1 land & 11 Cell)			\$6,000			\$7,000			\$7,000
Liability & Property Insurance			\$15,000			\$15,000			\$15,000
Testing & Assessment Materials			\$6,000			\$4,000			\$4,000
Staff Development			\$1,000			\$5,000			\$5,000
Consulting			\$0			\$20,000			\$20,000
Travel			\$9,000			\$11,000			\$12,000
Postage			\$4,000			\$5,000			\$6,000
Rents and Leases			\$22,000			\$15,500			\$16,000
Library			\$0			\$10,000			\$10,000
Miscellaneous			\$2,000			\$2,000			\$2,000
Total Operating Expenses			\$96,500			\$187,000			\$192,920
<u>Program Expenses:</u>									
Transportation	\$ -		\$0	\$ -		\$0	\$ -		\$0
Nutrition Program	0		\$0	0		\$0	0		\$0
Total Benefits			\$0			\$0			\$0
Total Expenses			\$977,240			\$1,306,350			\$1,382,270
Net Operating Income/(Loss)			\$22,760			\$193,650			\$212,730
Beginning Fund Balance			0			22,760			216,410
Ending Fund Balance			22,760			216,410			429,140

Idaho Charter School Support Program Grant Budget Summary

Budget Summary and Project Detail Forms should provide data and expenditures that are credible and are aligned to the project goals articulated in the grant request and the overall mission and program of the school. Budget Narrative, Budget Summary Form and Budget Detail Forms for Years 1-3 should align.

Budget Category and IFARMS Object Code	Development or Vision Period	Project Year 1 July 1 – June 30	Project Year 2 July 1 – June 30	Project Year 3 July 1 – June 30	Total
Amount Requested	50,000	220,000	220,000	210,000	700,000
Salaries 100	Principal extended contract 1 month 4,375 Clerk extended contract 4 months 8,333.33 Receptionist extended contract 5 months 5,208.33 AT and Community Liaison's extended contract 5 months each @ 8,559.90	Curriculum Coordinator 43,000	Curriculum Coordinator 44,290 Job Developer 37,000	Curriculum Coordinator 45,620 Job Developer 38,110	
Employee Benefits 200	1,619.17 (p) 3,083.33 (c) 1,929.17 (r) 2,541.67 (at) 2,541.67 (cl)	15,910 (CC)	16,380 (CC) 13,690 (JD)	16,880 (CC) 14,110 (JD)	
Purchased Services 300	Pearson support service 1,800	Idaho Charter School Network Fees 750.00 UCP Lib. & IASBO 100.00	BlackBoard 15,000 Idaho Charter School Network Fees 750.00 UCP Lib. & IASBO 100.00 Pearson support service 1,800	BlackBoard 15,000 Idaho Charter School Network Fees 750.00 UCP Lib. & IASBO 100.00 Pearson support service 1,800	
Supplies and Materials 400	1,448.53 General start up supplies	NovaNet 53,200 Supplies & Materials 10,000	NovaNet 53,200 Supplies & Materials 10,000	NovaNet 53,200 Supplies & Materials 2,060	
Capital Objects 500		Config & Training for NN 6,500 ELLis 17,500 Waterford 18,000	Waterford 14,400 Computers 12,500	Waterford 10,800 Computers 12,500	

		Install & Training 5,800 SuccessMaker R 18,750. SuccessMaker M 23,750 Install & Training 6,700			
Total	50,000	219,960.00	219,110	210,930	

**Albertson's
Grant Budget Summary**

Budget Category and IFARMS Object Code	Development or Vision Period
Amount Requested	100,000
Salaries 100	
Employee Benefits 200	
Purchased Services 300	Internet Stipend for Students 36,000 BlackBoard 15,000 12 months (begin March) Web Site Development \$1,500
Supplies and Materials 400	
Capital Objects 500	Computers for Kids (220) 38,500 11 (@\$818) laptop Computers for 8 Teachers, 1 Clerk, 1 Principal, 1 AT Co. for a total of \$9,000
Total	100,000

Another Choice Virtual Charter School

Budget Assumptions

It is assumed that:

1. We will have 200 students the first year. We can have as low as 150 in attendance the first year, with the assumption that many costs will be lowered in response to the lower number of attendees.
2. It is expected that ACVS will have approximately \$700,000 in the Charter Start State Grant over three years. Additionally, it is expected that ACVS will have an additional \$100,000 from an Albertson's grant the first year only. This budget will work in conjunction with those two expected grants. However, the money is specified in different summary statements using IFARMS coding categories.
3. Both General Education and Special Education teachers will be certified the rates indicated on the budget is an expected average for reimbursement.
4. Classified / Office Staff will consist of the following:
 - a. Receptionist .5 FTE
 - b. Attendance Secretary .5 FTE
 - c. Grant Developer 1.0 FTE
 - d. Maintenance / Janitorial .25 FTE
 - e. Activity Coordinator .75 FTE
 - f. Learning Lab Coordinator 1.0 FTE
 - g. Testing Coordinator .5 FTE
5. It will be ACVS's effort to hire one .75 FTE administrator that will be able to serve as the Principal, Special Education Director, and Special Programs Coordinator, during the first year, after the first year this position will go to a 1 FTE.
6. The Clerk of the Board and the principal will be required to complete all billing forms and reports required by the State. However, a practice done in several charter schools is to offer as a yearly stipend to complete the IFARMS report, ACVS will offer this stipend to a qualified individual.
7. The Related Personnel category will pay for the following; FTE's will be based on need. It is possible that funding through Medicaid reimbursable services will assist in the funding of these positions, however, the current budget indicates that ACVS will support it in full as a precaution:
 - a. Physical Therapist
 - b. Speech Therapist
 - c. Occupational Therapist
 - d. Psychologist
8. The IT Specialist will be required to act as a liaison between student, teacher and the learning platform. It is expected that this individual will be traveling to homes if needed to assist families and teachers with computer issues. Their job will be to correct all technical difficulties as it pertains to connecting the student with the curriculum and the learning management system. This is a 1.0 FTE with an individual with significant specific expertise.
9. The Community Liaison Coordinator will be required to act as a liaison between the administration, student, teacher and all media. It is expected that this individual will be traveling to various events with the purpose of marketing and advertising as well as public relations. Their job will be to ensure that publicity for ACVS is positive and prevalent. This is a .5 FTE with an individual with specific expertise.
10. The AT Coordinator will be required to act as a liaison between student, teacher, IT Specialist and a broad array of assistive technology. It is expected that this individual will be traveling to homes, and coordinating in a variety of formats to assist teachers and students with technology adaptations. Their job will be to correct all technical difficulties that relate to assistive technology. This is a .5 FTE with an individual with specific expertise.
11. Equipment will include the purchase of the 2M software suggested to connect with audit and I-FARMS coding. The cost for this program is approximately \$3,000 each.

12. The Student Internet Stipend will be determined at a rate of \$20 per month for 9 months per student. This will be adjusted accordingly if more than one student lives in the same home.
13. Telephone expenses will consist of 11 cell phones allocated for the principal, 8 teachers, and for the IT Specialists and AT Coordinator.
14. Rents and leases are determined on a higher rate than expected. Leases are typically between \$12 and \$15 per square foot. A building for 15 square feet for offices and computer lab could cost up to \$22,000 annually. Appendix Two contains letter of intent for the facility.

Projected Initial and On Going Technology Cost Sheet

Year One		Year Two		Year Three	
Specific Item	Projected Cost and Funding Source	Specific Item	Projected Cost and Funding Source	Specific Item	Projected Cost and Funding Source
Computers <u>Capital purchases.</u>	\$38,500 from Albertson's Grant Funds	Computers	\$12,500 from Charter School Grant Funds	Computers	\$12,500 from Charter School Grant Funds
Computer Repair <u>On-going cost.</u>	One year Maintenance agreement included in purchase	Computer Repair	3,000 from General Funds	Computer Repair	3,000 from General Funds
BlackBoard Management System <u>On-going cost.</u> <u>Initial training for use provided within initial costs</u>	\$15,000 from Albertson's Grant Funds	BlackBoard Management System	\$15,000 from Charter School Grant Funds	BlackBoard Management System	\$15,000 from Charter School Grant Funds
Pearson Support Service <u>On-going cost.</u>	\$1,800 from Charter School Grant Funds	Pearson Support Service	\$1,800 from Charter School Grant Funds	Pearson Support Service	\$1,800 from Charter School Grant Funds
Pearson – Waterford <u>Capital purchases, no license fees</u>	\$18,000 initial purchase, install, and training of staff from Charter School Grant Funds	Pearson – Waterford	\$14,400 additional purchase, install, and training of staff from Charter School Grant Funds	Pearson – Waterford It is anticipated that no more Waterfords will be needed after this.	\$10,800 additional purchase, install, and training of staff from Charter School Grant Funds
Pearson – SuccessMaker <u>Capital purchases, no license fees</u>	\$49,200 initial purchase, install, and training of staff from Charter School Grant Funds	Pearson - SuccessMaker	No cost	Pearson - SuccessMaker	No cost
Pearson – ELLIS Academic <u>Capital purchases, no license fees</u>	\$17,500 initial purchase, install, and training of staff from Charter School Grant Funds	Pearson – ELLIS Academic	No cost	Pearson – ELLIS Academic	No cost
Pearson – NovaNet <u>On-going cost, license fees</u>	\$53,200 on going fee for use from Charter School Grant Funds	Pearson - NovaNet	\$53,200 on going fee for use from Charter School Grant Funds	Pearson - NovaNet	\$53,200 on going fee for use from Charter School Grant Funds
NovaNet Initial Training	\$6,500	NovaNet Training	Not applicable	NovaNet Training	Not applicable
Student Internet Stipend	\$36,000 from Albertson's Grant Funds	Student Internet Stipend	\$54,000 from General Funds	Student Internet Stipend	\$57,420 from General Funds

The Costs projected within this document only cover what are known, possible expansions due to student numbers are not considered at this time, and therefore not incorporated within this sheet. It is expected that all on-going costs will be absorbed into the general fund during year four and thereafter.



Blackboard

November 25, 2008

Information For:

**Laura Sandidge
Another Choice Virtual Charter**

This proposal is valid January, 31 , 2008

If you have any questions concerning this information, please feel free to contact
Chris Guzek at chris.guzek@blackboard.com

Prepared by: Chris Guzek

Blackboard Inc.

Version 1.0

Another Choice Virtual Charter and Blackboard

The application of technology to enhance teaching and learning in America's schools is one of the most important advances of our time. An effective teaching and learning platform can provide access to a wealth of learning opportunities to students of all levels and offers teachers a rich medium for enhancing the overall teaching and learning experience and propel students to greater achievement in academics and the workplace.

Many schools have invested considerable resources in connecting their classrooms to the Internet. Blackboard helps you leverage and demonstrate the value those investments with tools that engage students in learning, help teachers manage their assignments and assessments more efficiently, and facilitate parental involvement. In addition, Blackboard enables K-12 institutions to unify all of their instructional resources under a single, intuitive learning platform, saving students and their instructors from logging into multiple applications and enabling administrators to better utilize the investments already made.

Our Organization

For over 10 years, Blackboard has channeled its energy into creating products and services that enable our clients to expand boundaries of what is possible in instructional technology. Throughout its evolution, Blackboard has been a pioneer in introducing new technologies (enterprise CMS, open APIs), new products (academic portals and full content management systems) and new services (ASP and technical consulting) in response to the evolving needs of our clients and partners. Along the way we have maintained a number of fundamental tenets:

- Always develop with ease of use in mind in order to maximize the participation of students and teachers of varying technical abilities.
- Create solutions that can grow along with client needs and scale
- Building on our IMS origins, maintain industry leadership in supporting and incorporating interoperability standards that enable our clients to take advantage of the widest range of third party or homegrown content and applications.

What began as a simple challenge posed by a teacher to his students – expanding the classroom into a 24/7 community – has grown into a company of over 1000 professionals serving over 3500 K-12 and higher education institutions and 20 million students worldwide. Blackboard's product line has expanded to include a full enterprise e-Learning suite – course management, portal management and content management – designed to meet the present and future needs of your school. Blackboard Global Services provides a full range of professional services designed to support our clients ranging from 24/7 technical and end user support, training, ASP and technical consulting.



Blackboard School Central empowers districts to expand learning opportunities and teacher professional development quickly and easily with an affordable online learning platform.

Take Your Class Online

- Increase participation beyond the classroom with interactive discussion boards.
- Provide access to learning materials anytime, anywhere.
- Use SafeAssign™ to prevent plagiarism and teach students proper citation skills.
- Enhance student engagement and address multiple learning styles with collaboration tools.

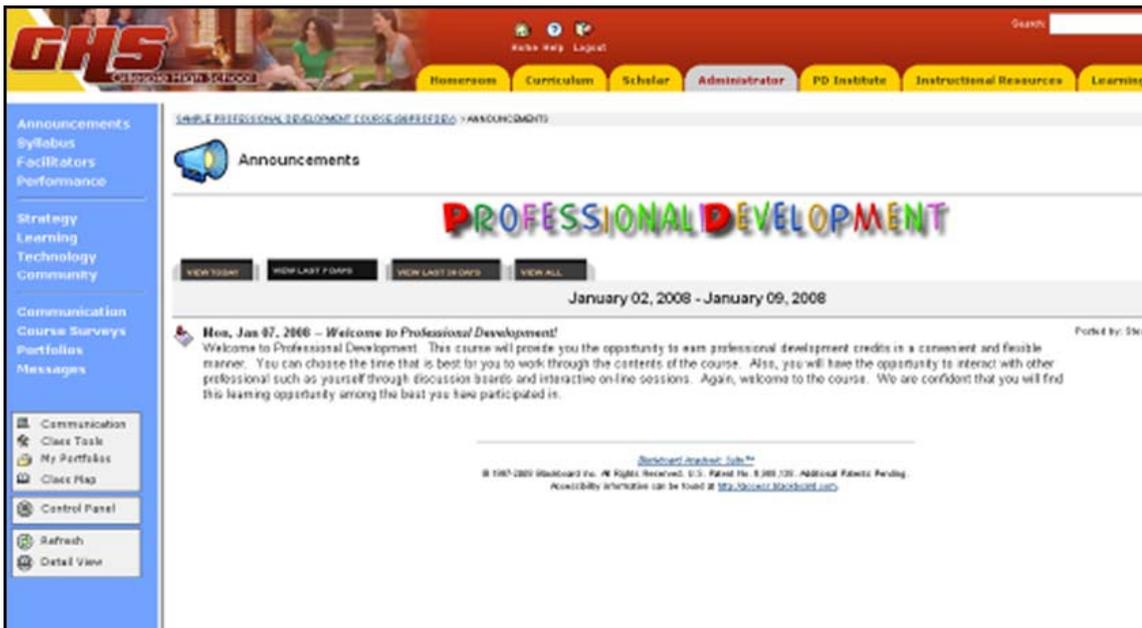
Expand Learning Opportunities

Measure Student Progress and Individualize Instruction

- Differentiate instruction using the adaptive release of learning materials.
- Encourage students to monitor their own progress with Self and Peer Assessment.
- Use the Blackboard Grade Center™ to make grading more efficient and a powerful instructional tool.
- Create practice, chapter, and classroom assessments with a fully integrated and automatically-scored assessment engine.
- Spend less time tracking student performance and make preemptive instructional decisions with the Early Warning System.

Create your Online Learning Community

- Build home-school connections by providing parents with a view into the classroom.
- Create unique identities for every school in your district.
- Join the largest online education community to collaborate and share best practices.
- Provide targeted information to all constituents in your learning community.



Flexible and Affordable Professional Development

“To accomplish our academic and professional development goals, we needed to offer more flexible options for our teachers and students...and Blackboard solutions help us do that.”

Beverly Addison, Supervisor of Online Staff Development Programs, Cobb County School District

Investments for Another Choice Virtual Charter School

Pricing:

Description

School Central (Learning + Community) 0-500 Users

Annual Cost

\$15,000.00

Fully Managed ASP Hosting

Included

Wimba Online Meeting Suite

Included

Safe Assign

Online Training 2 weeks each:

Included

Getting Started with Blackboard (2 seats)

Train the Trainer

Learning System GUI Admin (2 seats)

Method

Community System (2 seats)

Total

\$15,000.00



AGREEMENT

THIS AGREEMENT ("Agreement") is by and between NCS Pearson, Inc., a Minnesota corporation, having offices located at 3075 W. Ray Road, Suite 200, Chandler, AZ 85226 ("Pearson"), and Another Choice Virtual Charter School, having offices located at 958 W. Corporate Lane, Nampa, ID 83651 ("Customer").

WHEREAS, Customer wishes to obtain certain Pearson products and related services ("Pearson Products and Services");

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Pearson shall make available the Pearson Products and Services to Customer in accordance with the terms and conditions set forth on Exhibits A, B, and C ("Licensed Product Agreement-SuccessMaker and Waterford Early Learning Products which includes the Supplemental License Terms and Conditions and Support and Services Policies; Licensed Product Agreement-NovaNET Online Curriculum System; and Subscription Agreement Terms and Conditions for ELLIS Academic Product"), which are attached hereto and incorporated herein by reference.
2. The specific Pearson Products and Services being ordered pursuant to this Agreement are as set forth on the Order Schedules attached hereto as Exhibit D (SuccessMaker and Waterford) and Exhibit E (NovaNET and ELLIS Academic) and incorporated herein by reference.
3. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but which all together shall be deemed to constitute one and the same instrument. Transmission and receipt of this Agreement via facsimile or other electronic means shall be treated as original signatures for all purposes hereof and shall have the same legal effect as receipt of the original executed document by mail or any other acceptable means of delivery.

IN WITNESS WHEREOF, Pearson and Customer have caused this Agreement to be executed by their duly authorized representatives as of the date of the last signature below.

ANOTHER CHOICE VIRTUAL CHARTER SCHOOL

NCS PEARSON, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Contents:

- Licensed Product Agreement
- Supplemental License Terms and Conditions
- Support and Services Policies

LICENSED PRODUCT AGREEMENT – SUCCESSMAKER AND WATERFORD EARLY LEARNING PROGRAM

1. DEFINITIONS. This Licensed Product Agreement (“Agreement”) is between NCS Pearson, Inc. (“Pearson”), and the school, school district or other entity licensing Licensed Product from Pearson (“Customer”). In addition, the following definitions shall apply:

1.1 “Documentation” shall mean all written user information, whether in electronic, printed or other format, delivered to Customer by Pearson with respect to Licensed Product, now or in the future, including, but not limited to, instructions, on-line help messages, manuals, training materials, and other publications provided by Pearson that contain, describe, explain or otherwise relate to Licensed Product.

1.2 “Licensed Product” shall mean all software or other electronically readable or electronically delivered product or content, and all related Documentation, licensed to Customer pursuant to this Agreement, regardless of the language, medium, format or system in which they may be accessed, stored, recorded or delivered.

1.3 “Licensed Sites” shall mean those schools or other sites at which Customer is authorized to utilize Licensed Product, as specified in writing by Pearson in Pearson’s acknowledgment of Customer’s order or otherwise.

2. LICENSE GRANT.

2.1 Basic Terms. Subject to the terms and conditions of this Agreement, including the product-specific terms and conditions set forth in the Supplemental License Terms and Conditions attached hereto and incorporated herein by reference, Pearson grants to Customer a restricted, personal, non-exclusive, non-transferable license to use Licensed Product to support its internal educational functions, only at the Licensed Sites. In no event may Licensed Product be used other than at the Licensed Sites or made available via a network or otherwise to any school, school district or other location other than the Licensed Sites, or to any person other than employees or students at the Licensed Sites. Licensed Product may be used in executable code form only; source code to Licensed Product will not be provided. Licensed Product shall only be used as expressly authorized by this Agreement. Licensed Product includes only those specific software products (and related Documentation) identified on Pearson’s written acknowledgment of Customer’s order and for which any applicable license fees are paid by Customer. In the event that the media containing Licensed Product also contains certain other portions or modules of software not identified as Licensed Product on Pearson’s written acknowledgment of Customer’s order and for which Customer has not paid Pearson’s applicable license fees, such other portions or modules of software are not licensed to Customer and may not be used or accessed by Customer hereunder.

2.2 Copies. Customer shall not make copies of or otherwise reproduce any Licensed Product, including Documentation, without the express written permission of Pearson, except that (a) Customer shall have a license to make a single copy of any software component of any Licensed Product, in executable code form, only for backup or archival purposes, and (b) Customer may print, for Customer’s internal use only, an unlimited number of copies of any Documentation that is provided electronically. Customer shall retain and include all of Pearson’s and its licensors’ copyright and other proprietary rights notices on any such backup or archival copies of Licensed Product, printed copies of Documentation, or any other copies of Licensed Product made with the permission of Pearson.

2.3 License Term. Each license granted under this Agreement shall be perpetual, unless either (a) a different term is specified in the Supplemental License Terms and Conditions, in Pearson’s price quotation, in Pearson’s written acknowledgment of Customer’s order, or otherwise in writing by Pearson, or (b) this license is terminated earlier under the provisions of this Agreement. The term of the license shall commence on the date of shipment of Licensed Product to Customer pursuant to this Agreement.

3. RESTRICTIONS ON USE OF LICENSED PRODUCT.

3.1 Intellectual Property Rights. Licensed Product is proprietary to Pearson and/or its licensor(s) and is protected by copyright, trade secret, and other intellectual property rights. The placement of a copyright notice on any portion of Licensed Product does not mean that such portion has been published and will not derogate any claim of trade secret protection for the same. Title to all complete or partial copies, and all applicable rights to copyrights, patents, trademarks and trade secrets in Licensed Product, are and shall remain the property of Pearson or its licensors. Customer shall not modify Licensed Product, or provide any person with the means to do the same, without Pearson’s express written authorization. In addition, Customer shall not decompile, disassemble or reverse engineer Licensed Product or attempt to create source code for Licensed Product by any means without Pearson’s express written authorization.

3.2 Confidentiality. Customer agrees to keep Licensed Product supplied by Pearson confidential and to utilize reasonable efforts to protect and prevent Licensed Product from unauthorized disclosure or use. Customer shall not transfer, assign, provide or otherwise make Licensed Product available, in any form or via any medium (including, without limitation, broadcast or transmission by telephone, cable, satellite, Internet or interactive television), to another party (including, without limitation, Customer’s schools that are not Licensed Sites), without the prior written consent of Pearson. Any attempted sublicense, assignment or transfer by Customer of any rights, duties or obligations hereunder without Pearson’s consent shall be void. Customer agrees to maintain records of the number and location of the original and all copies of Licensed Product, and shall be responsible for the use, operation, storage, management and safety of the copies of Licensed Product in its possession or control. All copies of Licensed Product except those made for backup and archive purposes will be retained at the Licensed Sites. Upon request, Customer shall provide Pearson with access to Customer’s applicable records and computer systems to enable Pearson to audit Customer’s compliance with the provisions of this Agreement. Before disposing of any equipment or media containing Licensed Product, Customer agrees to take all necessary steps to destroy or erase all Licensed Product codes, programs and other proprietary information of Pearson and its licensors contained on such equipment or media. Customer shall provide notice to Pearson immediately, in writing, of any unauthorized use or distribution of Licensed Product of which Customer becomes aware, and shall take all steps necessary to ensure that such unauthorized use or distribution is terminated. For any Licensed Product that utilizes passwords or other user identifications to access such Licensed Product, Customer shall advise all users of such passwords or other user identifications that such passwords or user identifications must be maintained in confidence and not transmitted or shared. Pearson is not responsible for any failure of users to maintain the confidentiality of such information.

4. SUPPORT AND SERVICES. If Customer has purchased any support and/or other professional services in conjunction with its license of Licensed Product, Pearson will supply such support or other professional services pursuant to the terms of Pearson’s Support and Services Policies, a copy of which is attached hereto and incorporated herein by reference, and the other terms of this Agreement.

5. CHARGES AND PAYMENTS.

5.1 Fees and Taxes. Customer agrees to pay Pearson the fees charged for Licensed Product and related support and services ordered by Customer, together with any other charges made in accordance with this Agreement, and all applicable sales, use or other taxes or duties, however designated, except for taxes based on Pearson’s net income. If Customer claims tax exempt status, Customer agrees to provide Pearson with evidence of such tax exemption upon Pearson’s request. To the extent that such tax exemption cannot be properly claimed or does not extend to

certain taxes or transactions, Customer shall be responsible for any and all taxes and assessments that arise from this Agreement and related transactions (except for taxes based upon Pearson's net income). All pricing set forth in any quote or related documentation supplied by Pearson or in any schedule to this Agreement is in United States dollars, unless otherwise specified.

5.2 Payment Terms. All charges set out in this Agreement shall be due and payable according to Pearson's invoice terms. Customer shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate.

6. WARRANTIES.

6.1 Limited Warranty. Pearson cannot assure that the performance of Licensed Product will be uninterrupted or error-free, or that all Licensed Product problems will be corrected, despite Pearson's reasonable efforts to do so. Pearson does, however, warrant for a period of ninety (90) days after the original shipment of Licensed Product hereunder that such Licensed Product, as originally delivered under this Agreement, will substantially conform to the applicable description and specifications contained in the Documentation delivered with such Licensed Product. The foregoing warranty shall not apply to Licensed Product that has been modified in any way by Customer, damaged, or used in a manner that does not conform to the instructions and specifications contained in the Documentation for such Licensed Product or to Pearson's hardware specifications for such Licensed Product, which are available upon request. In the event that Licensed Product does not meet the requirements of this warranty, Customer shall be responsible to so notify Pearson in writing during the warranty period and provide Pearson with sufficient detail to allow Pearson to reproduce the problem. After receiving such notification, Pearson will undertake to correct the problem, either itself or through its licensors, by programming corrections, reasonable "work-around" solutions and/or Documentation corrections. If Pearson is unable to correct the problem after a reasonable opportunity, Pearson will refund the license fees paid for such Licensed Product and Customer's license to use such Licensed Product will terminate. The foregoing states the complete and entire remedies that Customer has under this warranty. Pearson shall have no responsibility for any warranty claims made outside of the warranty period. This warranty does not apply to any updates, enhancements, new releases or new versions of Licensed Product, if any, that may be supplied to Customer pursuant to Pearson's Support and Services Policies.

6.2 Media. In the event that any CD-ROMs, DVD's, USB drives or other physical media through which Licensed Product is provided to Customer are damaged or defective upon receipt by Customer, Pearson will replace such physical media at Customer's request. Fees will apply for subsequent replacement of damaged media.

6.3 Hardware Warranties. If, in conjunction with Customer's licensure of Licensed Product, Customer is purchasing any hardware through Pearson, Customer acknowledges that such hardware purchase is being facilitated by Pearson as an accommodation to Customer only. The warranties on any hardware not manufactured by Pearson will be limited to those provided by the manufacturers of such hardware and/or the vendors through which such hardware is being supplied. Pearson will pass through any manufacturer's or other vendor's warranty to the extent permitted by the manufacturer or other vendor, as applicable. Customer agrees to look solely to the applicable manufacturer or other vendor, and not to Pearson, to fulfill any such warranties and any maintenance, repair, or other service obligations related to such hardware; provided, however, that for hardware purchased through a Pearson-approved vendor, Pearson will provide limited support services to attempt to resolve hardware-related issues that impact Customer's use of Licensed Product, as set forth in the Support and Services Policies. Customer further agrees that any claims related to any such hardware, whether for breach of warranty or otherwise, must be made directly against the applicable manufacturer or other vendor, and not against Pearson, and that Pearson shall have no liability whatsoever in connection with such claims.

6.4 DISCLAIMER OF OTHER WARRANTIES AND CONDITIONS. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS IN RELATION TO THE PRODUCTS, SUPPORT OR SERVICES THAT ARE THE SUBJECT MATTER OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR

CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY IMPLIED WARRANTIES OR CONDITIONS OTHERWISE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE LIMITED WARRANTIES SET FORTH IN SECTIONS 6.1 AND 6.2 GIVE CUSTOMER SPECIFIC LEGAL RIGHTS. CUSTOMER MAY HAVE OTHER RIGHTS, WHICH VARY FROM JURISDICTION TO JURISDICTION.

7. REMEDIES AND TERMINATION.

7.1 Termination. Pearson shall have the right to suspend performance under this Agreement in the event that Customer is in breach of any of its obligations under this Agreement or threatens to breach any of its obligations under Section 3. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period, provided that Pearson shall have the right to terminate this Agreement immediately upon written notice in the event that Customer breaches, or threatens to breach, any of its obligations under Section 3.

7.2 Effects of Termination. In the event of any termination of all or any portion of this Agreement, Customer shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 3, 5, 6.3, 6.4, 7, 8 and 9 shall survive termination of this Agreement. If partially terminated with respect to a particular product or service, this Agreement will remain in effect for all other products and services that have been provided hereunder to Customer.

7.3 Return of Licensed Product. Immediately upon any termination of a license of any Licensed Product under this Agreement, Customer shall, at its own expense, either return to Pearson or destroy all copies of such Licensed Product in its possession or control, and shall forward written certification to Pearson that all such copies of such Licensed Product have either been destroyed or returned to Pearson. If Customer fails to submit such certification to Pearson within ten (10) days after the date of termination, Pearson shall have the right, to the extent permitted by law, to enter on Customer's premises to remove or repossess all copies of such Licensed Product that Customer has in its possession or control.

8. LIMITATION OF LIABILITY. PEARSON AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES; OR LOST PROFITS, LOST FUNDING, LOST SAVINGS, OR LOST OR DAMAGED DATA; OR COMMERCIAL OR ECONOMIC LOSS; OR FOR CLAIMS OF A THIRD PARTY; ARISING OUT OF THIS AGREEMENT, LICENSED PRODUCT, SUPPORT, SERVICES, OR OTHER ITEMS PROVIDED, OR THE USE OR INABILITY TO USE ANY OF THE FOREGOING, EVEN IF PEARSON OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THEY ARE FORESEEABLE. IN ANY EVENT, IN RESPECT OF ANY CLAIM, DEMAND OR ACTION ARISING OUT OF THIS AGREEMENT AGAINST PEARSON OR ITS LICENSORS, WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, INCLUDING A BREACH BY PEARSON OF ANY OF ITS OBLIGATIONS UNDER THIS AGREEMENT (WHETHER OR NOT A FUNDAMENTAL BREACH OR BREACH OF A FUNDAMENTAL TERM), CUSTOMER SHALL BE LIMITED TO RECEIVING ACTUAL AND DIRECT DAMAGES IN A MAXIMUM AGGREGATE AMOUNT EQUAL TO THE CHARGES PAID BY CUSTOMER TO PEARSON HEREUNDER FOR THE APPLICABLE LICENSED PRODUCT, ITEM OR SERVICE ON WHICH THE CLAIM IS BASED. IN ADDITION, IN NO EVENT WILL THE LIABILITY OF PEARSON AND ITS LICENSORS RELATING TO SUPPORT OR OTHER SERVICES FOR LICENSED PRODUCT EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO PEARSON DURING THE IMMEDIATELY PRECEDING TWELVE (12) MONTH PERIOD WITH RESPECT TO THE PARTICULAR SUPPORT OR OTHER SERVICES ON WHICH THE CLAIM IS BASED.

9. GENERAL.

9.1 Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF MINNESOTA. The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

9.2 General Provisions. Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, or labor disputes. If any provision of this Agreement is invalid or unenforceable under any applicable statute or rule of law, this Agreement shall be enforced to the maximum extent possible to effectuate the original express intent of the parties. Breach of the provisions of Section 3 could result in irreparable injury to Pearson, accordingly, Pearson shall have the right to seek equitable relief against any actual or threatened breach of any provisions of Section 3, without proving actual damages. Customer may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen. In the case of notices to Pearson, notices shall be sent to: NCS Pearson, Inc., Attn: Contracts Department, 3075 W. Ray Road, Suite 200, Mailstop 315, Chandler, AZ 85226. In the case of notices to Customer, such notices shall be sent to Pearson's address of record for Customer. Either party may change its notice address by notifying the other in like manner. Customer agrees that the terms of this Agreement and all pricing for Pearson products and services shall be kept confidential and not disclosed to any third party without the prior written consent of Pearson; provided, however, that Pearson's consent shall not be required if Customer is required to disclose the provisions of this Agreement or any such pricing information in order to comply with applicable public records statutes or other laws or regulations.

SUPPLEMENTAL LICENSE TERMS AND CONDITIONS

These Supplemental License Terms and Conditions ("Supplement") supplement the terms of the Licensed Product Agreement between Pearson and Customer to which they are attached. Capitalized terms not defined in this Supplement shall have the same meanings ascribed to them elsewhere in the Agreement.

1. DEFINITIONS. For purposes of this Supplement, the following additional definitions shall apply:

1.1 "Concurrent User License" shall mean a license granted to Customer by Pearson for use of Licensed Product whereby the number of users who may use such Licensed Product simultaneously at a given Licensed Site or group of Licensed Sites is limited to a specified number of concurrent users.

1.2 "Site License" shall mean a license granted to Customer by Pearson for use of Licensed Product whereby such Licensed Product may be used by an unrestricted number of users and on an unrestricted number of processing units, at a particular Licensed Site.

1.3 "Station License" shall mean a license granted to Customer by Pearson for use of Licensed Product on a single workstation by employees and students at a given Licensed Site. Licensed Product that is licensed on a Station License basis may not be installed or used on more than the number of workstations for which a license has been purchased.

2. LICENSE GRANT – PRODUCT SPECIFIC TERMS. To the extent that Customer is granted a license under the Agreement to any of the particular Licensed Products listed below, the following provisions set forth additional terms and conditions specific to such Licensed Products that further define and/or limit the scope of the license granted under the provisions of Section 2 of the Agreement to which this Supplement is attached.

(a) SuccessMaker software. The SuccessMaker software may be licensed to Customer on either a Concurrent User License basis or on a Site License basis. The type of license granted, along with other details relating to Customer's order, shall be as set forth in Pearson's written acknowledgment of Customer's order, or, if not stated, shall be deemed to be a Concurrent User License for the applicable quantity of licenses confirmed by Pearson. If Customer purchases a Concurrent User license, and if Pearson later permits Customer to increase the number of concurrent users who may use such Licensed Product, or if Pearson permits Customer to change the type of Customer's license from a Concurrent User License to a Site License, or vice versa, such additional or new type of license(s) shall also be subject to the terms and conditions of this Agreement (unless Pearson provides new terms and conditions to Customer at the time such additional or new licenses are granted, in which case such new terms and conditions shall apply). If Customer is granted a Site License, while Customer may use the Licensed Product at the applicable Licensed Site without restriction as to the number of concurrent users to whom Customer makes the Licensed Product available, the number of concurrent users that may actually use and access the Licensed Product simultaneously will be subject to

9.3 Entire Agreement. This Agreement, inclusive of the Supplemental License Terms and Conditions and Pearson's Support and Services Policies, constitutes the complete and entire agreement between the parties with respect to its subject matter, and supersedes all prior discussions, understandings, arrangements, proposals and negotiations with respect to same. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer. Except as otherwise expressly provided herein, this Agreement shall not be modified, amended, rescinded, canceled or waived in whole or in part without the written agreement of both parties.

Pearson's system requirements, Customer's hardware capability, and Customer's network capacity. If Customer licenses certain optional SuccessMaker software modules and kits for home access, then Customer's teachers, students and parents will have remote access to the product's management system and student history data hosted by Customer, and may use the product at their homes or other remote locations, subject to the terms of this Agreement.

(b) Waterford Early Learning Program. To the extent that Customer is granted a license under the Agreement to the Waterford Early Learning Program or any component thereof (i.e., either the Waterford Early Reading Program or the Waterford Early Math and Science software), these products may be licensed to Customer on either a Station License or a Site License basis, or on a Concurrent User License basis in those instances in which Customer purchases a version of the Waterford software incorporating Pearson's "media server" technology. The type of license granted, along with other details relating to Customer's order, shall be as set forth in Pearson's written acknowledgment of Customer's order, or, if not stated, shall be deemed to be a Station License for the applicable quantity of licenses confirmed by Pearson. If Customer purchases a Station License or a Concurrent User License, and if Pearson later permits Customer to increase the number of stations or concurrent users that may use such Licensed Product, or if Pearson permits Customer to change the type of Customer's license from a Concurrent User License or Station License to a Site License or vice versa, such additional or new type of license(s) shall also be subject to the terms and conditions of this Agreement (unless Pearson provides new terms and conditions to Customer at the time such additional or new licenses are granted, in which case such new terms and conditions shall apply). If Customer is granted a Site License, while Customer may use the Licensed Product at the applicable Licensed Site without restriction as to the number of users to whom Customer makes the Licensed Product available, the number of concurrent users that may actually use and access the Licensed Product simultaneously will be subject to Pearson's system requirements, Customer's hardware capability, and Customer's network capacity.

1. DEFINITIONS. This Licensed Product Agreement ("Agreement") is between NCS Pearson, Inc. ("Pearson") and the school, school district or other entity ("Customer") licensing Licensed Product from Pearson. In addition, the following definitions shall apply:

1.1 "Documentation" shall mean all written user information, whether in electronic, printed or other format, delivered to Customer by Pearson with respect to the Licensed Product, including, but not limited to, user manuals and training materials.

1.2 "Licensed Product" shall mean all components of the NovaNET online curriculum system provided to or made available for use by Customer hereunder. This includes: (a) all software applications and content hosted by Pearson and made available to Customer's users as part of the NovaNET system; (b) all software applications and content that may be provided by Pearson to Customer to be deployed locally at the Licensed Sites as part of the NovaNET system; and (c) all Documentation. All future enhancements to any of the foregoing provided or made available to Customer will be considered part of the Licensed Product and are subject to, and will be governed by, the terms of this Agreement.

1.3 "Licensed Sites" shall mean those sites for which Pearson has received the applicable Subscription Fees for Customer to access the Licensed Product.

1.4 "License Term" shall mean the term of Customer's license to access and use the Licensed Product, including the initial term described in Section 8.1 and any renewal terms entered into pursuant to such Section. The License Term may vary for different Licensed Sites.

1.5 "Subscription Fee" shall mean the fee payable to Pearson for the initial or a renewal License Term for the license of the Licensed Product and the support services provided by Pearson as described herein.

2. LICENSE GRANT. Subject to the terms and conditions set forth herein, Pearson grants to Customer a restricted, personal, non-exclusive, non-transferable license to use the Licensed Product for the License Term. The Licensed Product shall be accessed only by students or authorized personnel of Customer, only at the Licensed Sites, through no more than the number of connections for which the applicable fees have been paid to Pearson. There is no restriction on the number of computers that may be configured with the necessary software to access the Licensed Product; however, at any given time, Customer will not be able to use any more than the number of connections for which fees have been paid. If, at any time, Pearson permits Customer to increase the number of connections through which the Licensed Product may be accessed, or permits access from additional Licensed Sites, such additional connections and/or Licensed Sites shall also be subject to the terms and conditions of this Agreement (unless Pearson provides new terms and conditions to Customer at the time such additional access is granted, in which case such new terms and conditions shall apply).

3. OWNERSHIP; RESTRICTIONS ON USE.

3.1 Title. The Licensed Product is protected by trade secret and/or copyright law and is proprietary to Pearson and/or its licensors. Title to all complete or partial copies, together with all applicable rights to copyrights, patents and trade secrets in the Licensed Product and any derivative works thereof, are and shall remain the property of Pearson or its licensors.

3.2 Confidentiality. Customer shall maintain the confidentiality of the Licensed Product, and, except as expressly provided herein, Customer shall not, and shall not allow any other person or entity to, reproduce, copy, create derivative works, report, distribute, download or otherwise transfer to any other system or media any portion of any Licensed Product without the written consent of Pearson; provided, however, that Customer may make copies of Documentation and the portal software used to access the Licensed Product as necessary for internal use. Customer shall not, and shall not allow others to, reverse engineer any software that is provided as part of the Licensed Product.

3.3 Customer Content. To the extent that the Licensed Product allows Customer to input or post any content (e.g., through a bulletin board or similar feature), Customer will not input or post any content that infringes any patent, copyright, trade secret or other proprietary right of any other party. Customer acknowledges and agrees that Pearson may delete, or require Customer to delete, any such content from the Licensed Product upon determining in its sole discretion, or upon receiving notice from Customer or any third party of any claim, that such content is infringing upon the intellectual property rights of a third party, or that such content is indecent,

obscene, libelous, slanderous, illegal, or otherwise inappropriate. As part of its routine maintenance efforts, Pearson may delete any content input or posted in the Licensed Product by Customer after one (1) calendar year, and student data that has remained inactive for at least one (1) calendar year. In addition, upon termination of this Agreement, Pearson may delete any of Customer's student data or any content input or posted in the Licensed Product by Customer.

4. PAYMENT TERMS.

4.1 Fees. Pearson's fees for installation and training services, and Subscription Fees for the initial and any renewal terms, shall be due and payable in advance in accordance with Pearson's invoice terms. Customer agrees to pay to Pearson all such fees and charges, and all applicable sales, use or other taxes, however designated, except for taxes based on Pearson's income. Customer shall pay a monthly charge of 1.5% (18% annually) on all amounts not paid when due, or, if a lower maximum rate is established by law, then such lower maximum rate. Customer shall provide Pearson with proof of any claimed tax exemption, and shall be responsible for the payment of all applicable penalties, taxes and costs which arise if the tax exemption proves inapplicable.

4.2 Purchasing Consortia. In some cases, Customer may purchase the Licensed Product through a central or regional purchasing consortium or similar entity ("Consortium"). In these situations, Customer may: (i) participate in a certain pricing structure for the Licensed Product and some related services, per an arrangement between the Consortium and Pearson; and/or (ii) receive the benefit of certain hardware and communications equipment that is provided by or through the Consortium, and is necessary to establish and maintain Customer's access to the Licensed Product. Customer acknowledges that in the event that the above-referenced arrangements between Consortium and Pearson terminate, Customer may no longer be eligible to receive the benefit of the pricing structure or infrastructure provided pursuant to these arrangements, in which case Customer may be subject to additional fees and/or may need to acquire other equipment in order to maintain its license to the Licensed Product.

5. SUPPORT AND SERVICES. During the term of this Agreement, (i) Pearson shall make available to Customer any upgrades, enhancements and/or additions to the Licensed Product that Pearson prepares in its discretion, and (ii) Customer shall have access to customer support for the Licensed Product via Pearson's on-line utilities and a toll-free number (which support is available during Pearson's normal business hours on weekdays, excluding Pearson holidays). Customer support is available to Customer's employees only; support is not available to students or their parents. If requested by Customer, Pearson shall provide training, installation or other services at mutually agreed upon times and rates. All such services must be scheduled and delivered within twelve (12) months of purchase; any portion of amounts prepaid for such services that have not actually been rendered within this twelve (12) month period shall be forfeited. Pearson's rates and charges for such services are subject to change at any time.

6. HARDWARE AND PREMISES.

6.1 Pearson-supplied Equipment. If Pearson provides communications equipment, data circuits, or other hardware to any Licensed Sites to enable Customer to access the Licensed Product, such Pearson-supplied equipment shall remain the property of Pearson.

6.2 Customer's Responsibilities. Customer shall be responsible for the provision of personal computers compatible with the Licensed Product for use in accessing the Licensed Product, for maintaining all necessary connections from such computers to the hardware, Internet, or other network that may be required to access the Licensed Product, and for otherwise maintaining an operating environment compatible with Pearson's hardware and equipment so that the Licensed Product may be accessed through same. Specifications relating to the foregoing are available upon request. Such specifications are subject to change over time based on changes in technology or Licensed Product delivery methods.

7. SYSTEM CONTENT AND AVAILABILITY. Customer acknowledges and agrees that Pearson may, from time to time and in its sole discretion, (i) add new content to the Licensed Product, or (ii) limit, modify or discontinue any existing content made available within the Licensed Product. The Licensed Product shall generally be available during the following hours (hereinafter, "Prime Time") or as otherwise announced: 7:00 am to midnight Central Time Monday through Friday; 8:00 am through 6:00 pm Central Time Saturday; and 2:00 pm through midnight Central Time Sunday. While the Licensed Product may also be available other than during Prime Time, Customer acknowledges that Pearson may take the Licensed

Product down to perform maintenance and/or upgrades. Customer acknowledges that the Licensed Product is Internet accessible and that as such, in connection with Customer's use of the Licensed Product, some information may be transmitted over local exchange and Internet carrier lines, as well as through routers, switches and other devices owned, maintained and serviced by third parties, all of which are beyond the control of Pearson and which can be impaired or disrupted through no fault of Pearson. Pearson cannot control the flow of data over the Internet and assumes no liability for or relating to the delay, failure, interruption or corruption of any data or other information transmitted in connection with use of the Licensed Product.

8. TERM AND TERMINATION.

8.1 Term and Renewal. The initial License Term for each Licensed Site shall begin on the date that Pearson has completed initial installation and the Licensed Product is available for Customer's use at such site, and shall continue for a period consistent with the Subscription Fees paid to Pearson. Either party may terminate this Agreement as of the end of the then-current License Term by providing written notice to the other party prior to the end of such License Term that such party does not wish to renew this Agreement. If no notice of non-renewal is given, then Pearson will invoice Customer for the applicable renewal Subscription Fees for Customer's applicable number of connections at the Licensed Sites for a subsequent renewal License Term. Renewal terms are generally for a period of one (1) year, although other terms may apply in certain circumstances; the applicable renewal period will be stated on Pearson's invoice. If Customer pays the applicable Subscription Fees stated on Pearson's renewal invoice, then this Agreement will renew for the applicable renewal License Term stated on the invoice; otherwise, this Agreement will terminate at the end of Customer's current paid-up License Term. If this Agreement is so terminated due to non-payment, and then Pearson subsequently reinstates Customer's access to the Licensed Product, any such reinstated access shall remain subject to the terms of this Agreement (unless Pearson provides new terms and conditions to Customer at the time of such reinstated access, in which case such new terms and conditions shall apply). The Subscription Fee for each renewal License Term shall be at Pearson's then-current and applicable rates.

8.2 Termination. Either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided, however, that Pearson shall have the right to suspend performance under this Agreement at any time that Customer is not current in its payment obligations, and Pearson may terminate this Agreement immediately upon written notice in the event Customer breaches, or threatens to breach, any of its obligations under Section 3. If another party, such as a Consortium (as defined in Section 4.2), is responsible for payment on Customer's behalf of the Subscription Fees for Customer's access to the Licensed Product, Customer acknowledges that the failure of such other party to pay such fees when due is grounds for termination under this Section. Sections 3, 4, 8.3, 10, 11 and 12 shall survive the termination of this Agreement.

8.3 Return of Licensed Product. Immediately upon termination of this Agreement for any reason, Customer shall, at its own expense, return to Pearson (or, at Pearson's direction, otherwise dispose of) all hardware or other equipment owned by Pearson and all copies of the Licensed Product that are in Customer's possession or control. If Customer fails to comply with the foregoing within ten (10) days after the date of termination, Pearson shall have the right, at its option, to bill Customer at Pearson's cost for any equipment not returned and/or, to the extent permitted by law, to enter on Customer's premises to remove or repossess all such hardware, equipment, and copies of the Licensed Product.

9. LIMITED WARRANTY. During the term of this Agreement, Pearson shall attempt to correct any material defect in any hardware or equipment installed by Pearson pursuant to Section 6.1 or any material failure of the Licensed Product to conform substantially to the applicable description and specifications contained in the Documentation delivered with same (collectively, "Errors") that precludes access to the Licensed Product, after receiving written notification of such Error from Customer. If Pearson is unable to correct the Error after a reasonable opportunity, Pearson shall reimburse Customer for a prorated portion of the Subscription Fees paid to Pearson hereunder, computed from the date of Customer's notice as described above through the scheduled expiration date of the current License Term, and Customer's license to use the Licensed Product shall terminate. The foregoing remedy shall not apply to Errors resulting from Customer's negligence, abuse or failure to meet its responsibilities

under Section 6.2 ("Customer-caused Errors"). The foregoing states the complete and entire remedies that Customer has under this warranty. Pearson shall have no responsibility for any warranty claims made outside of the warranty period.

10. DISCLAIMER OF OTHER WARRANTIES. THE WARRANTIES SET FORTH IN SECTION 9 ABOVE CONSTITUTE AND EXPRESS THE ENTIRE STATEMENT OF PEARSON AS TO WARRANTIES FOR THE LICENSED PRODUCT, SUPPORT, SERVICES AND OTHER ITEMS PROVIDED HEREUNDER. PEARSON AND ITS LICENSORS DISCLAIM ALL OTHER WARRANTIES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

11. LIMITATION OF LIABILITY. PEARSON AND ITS LICENSORS SHALL NOT BE LIABLE TO CUSTOMER FOR ANY LOST PROFITS, LOST FUNDING, LOST SAVINGS OR ANY SPECIAL, EXEMPLARY, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES ARISING FROM THIS AGREEMENT, THE LICENSED PRODUCT, SUPPORT, SERVICES OR OTHER ITEMS PROVIDED HEREUNDER, OR ARISING FROM THE USE OF OR INABILITY TO USE THE LICENSED PRODUCT, EVEN IF PEARSON OR ITS LICENSORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, OR FOR ANY CLAIM BY ANY OTHER PARTY. IN NO EVENT WILL THE LIABILITY OF PEARSON AND ITS LICENSORS FOR ANY CLAIM UNDER THIS AGREEMENT EXCEED THE TOTAL FEES PAID FOR THE LICENSED PRODUCT OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS OR INJURY.

12. GENERAL. THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA. This Agreement constitutes the complete agreement between Customer and Pearson, and supersedes all prior discussions, understandings, arrangements and negotiations between the parties with respect to its subject matter. Any additional or variant terms and conditions submitted by Customer, in a purchase order or otherwise, with respect to the Licensed Product or any support or other services shall be of no effect. No action, regardless of form, may be brought by Customer more than one year after the cause of action has arisen. In the case of notices to Pearson, such notices shall be sent to: NCS Pearson, Inc., Attn.: Contracts Department, 3075 W. Ray Road, Suite 200, Mailstop 315, Chandler, AZ 85226. In the case of notices to Customer, such notices shall be sent to Pearson's address of record for Customer. Either party may change its notice address by notifying the other in like manner.

EXHIBIT C SUBSCRIPTION AGREEMENT TERMS AND CONDITIONS FOR ELLIS ACADEMIC PRODUCT

1. **Definitions.** NCS Pearson, Inc. is referred to herein as "Pearson." The school, school district or other entity licensing the System from Pearson is referred to herein as "Customer." In addition, the following definitions shall apply:

1.1 "Authorized Site" shall mean a school or other Customer site designated in writing by Pearson, in Pearson's written acknowledgment of Customer's order or otherwise, as authorized to provide Users access to the System.

1.2 "Connection" shall mean a connection allowing access to the System for a single User at any given time. Customer's total number of Users accessing the System at any given time is limited to the number of Connections licensed by Customer.

1.3 "Customer Data" shall mean and include all administrative, student, teacher, and other related information belonging to Customer.

1.4 "Documentation" shall mean all written user information, course materials, and instructional manuals and guides, whether in electronic, written, or other format, delivered by Pearson to Customer with respect to the System.

1.5 "Service Effective Date" shall mean the date that the System is initially available for Customer to access and use (whether or not Customer is actively using the System).

1.6 "Subscription Fee" shall mean the amount to be paid by Customer for a stated number of Connections for a stated period. The Subscription Fee does not, however, include any one-time set-up or installation fees, or any fees or charges payable by Customer to Pearson for any training, consulting, or other services.

1.7 "System" shall mean all components of the ELLIS Academic product provided to Customer hereunder. This includes: (a) all software applications, administrative and management programs, instructional and curriculum materials, and other content hosted by Pearson and made available to Users; (b) any software applications that may be provided by Pearson to Customer to be deployed locally at the Authorized Sites as part of the System; and (c) all Documentation. All System features, modules, and changes to the System provided or made available hereunder, including all future System enhancements, will be considered part of the System and are subject to, and will be governed by, the terms of this Agreement.

1.8 "Users" shall mean those individuals authorized by Customer or an Authorized Site to access and/or use the System. Users must be limited to those individuals having an educational or administrative relationship to Customer (e.g., students, parents, teachers, or administrators).

2. **Provision of and Access to the System.** Pearson agrees to provide Customer with access to and use of the System at the Authorized Sites for the number of Connections licensed by Customer. Portions of the System will be located on Pearson's host servers and made available to Customer via the Internet; other portions of the System necessary to be deployed locally by Customer may be delivered on CD-ROM or via other media, or may be made available for download via the Internet. Pearson may, in its discretion, from time to time, as determined by Pearson, add new content to the System, limit, modify or discontinue existing content made available to the System, or incorporate revisions into the System as may be deemed appropriate by Pearson.

3. **System Availability.** Pearson shall make the System generally available to Customer during the term of this Agreement; provided, however, Customer acknowledges that Pearson may take the System down from time to time to perform maintenance and/or upgrades. In addition, Customer agrees that from time to time the System may be inaccessible or inoperable due to System errors or causes beyond the control of Pearson or which are not reasonably

foreseeable by Pearson, including, but not limited to: the interruption or failure of telecommunication or digital transmission links; hostile network attacks; unanticipated network congestion; or other failures (collectively "Downtime"). Pearson shall use commercially reasonable efforts to minimize any disruption, inaccessibility and/or inoperability of the System caused by Downtime, whether scheduled or not.

4. **License and Use.**

4.1 **License Grant.** Subject to the terms and conditions of this Agreement (including, without limitation, Customer's payment of all applicable fees hereunder), Pearson grants to Customer a limited, personal, non-exclusive, non-transferable license to use and access the System at the Authorized Sites, up to the number of Connections licensed by Customer, for educational purposes. Customer shall grant access to the System only to Users at Authorized Sites and only for such purposes as are permitted under this Agreement. If, at any time, Pearson permits Customer to increase the number of Authorized Sites and/or Connections that may access the System, such additional access shall also be subject to the terms and conditions of this Agreement.

4.2 **Access; Passwords; Unauthorized Use.** Customer will control and manage access to the System and to all Customer Data stored on the host Pearson servers. Pearson shall provide Customer with a master password and the ability to generate User passwords and/or identifications for Customer's individual Users, which shall be used by Customer to provide access to the System. Customer will instruct its Users as to the importance of maintaining the confidentiality of passwords and/or user identifications. Customer acknowledges that Customer's data security may be compromised if Users do not take appropriate steps to maintain the security of the System, including, without limitation, maintaining the confidentiality of any User identifications and passwords, frequent changing of passwords, and maintaining appropriate internal controls to monitor access to and use of the System. Customer will promptly report any security concerns related to the System to Pearson through Pearson's technical support line.

4.3 **Copies.** Customer shall have the right to make copies of Documentation only as necessary to support the use of the System as set out in this Agreement. Customer shall not remove any copyright or other proprietary rights notices contained on the Documentation when making any copies. Customer shall not, and shall not allow any other person or entity to, reproduce, copy, repost, download or distribute the System or any portions of the System, except as permitted by this Agreement, without the express written consent of Pearson.

5. **Proprietary Rights.**

5.1 **Rights in the System.** Customer acknowledges and agrees that all right, title and interest in and to the System and related intellectual property, including all copyright, trademark, trade secret and patent rights, belong solely to Pearson or its licensors. Customer agrees to keep the System and related intellectual property confidential and to utilize reasonable efforts to protect such materials from unauthorized disclosure or use. Customer will not attempt to or allow others to (i) modify, adapt, decompile, decrypt, disassemble, extract or reverse-engineer any part of the System provided hereunder; (ii) remove any proprietary, copyright, trade secret or other warning legend from the System provided hereunder; or (iii) furnish or distribute any portion of the System into any country in violation of national export control regulations. Customer will notify Pearson of any violation(s) of Pearson's proprietary rights of which it becomes aware.

5.2 **Rights in Customer Data.** Pearson acknowledges and agrees that all Customer Data is and shall remain the property of Customer. Pearson makes no claims as to ownership of any Customer Data. Pearson agrees to exercise commercially reasonable efforts to maintain as confidential and use solely as necessary for purposes of performing its obligations under this Agreement all Customer Data that is disclosed to Pearson or is stored on servers hosting the

System. Such commercially reasonable efforts shall include the use of commercially available encryption technology for transmission of Customer Data and the use of commercially available password protection technology within the System; however, Customer acknowledges that user identifications and passwords to access the Customer Data will be controlled and managed by the Customer and not by Pearson.

6. Support and Services.

6.1 **Support.** During the term of this Agreement, Pearson will provide technical support for the System via telephone or electronic mail, on weekdays during Pearson's normal business hours, excluding holidays observed by Pearson.

Customer shall also have access to the online tools and information available at Pearson's support website. Customer acknowledges that Pearson's provision of technical support does not extend to all Users of the System; rather, all requests for technical support from Pearson shall be made by person(s) employed by Customer who have been appropriately trained and whom Customer has designated as its Site Administrators for the System. Customer's other Users must direct their requests for such support to Customer's designated Site Administrators. Pearson will provide technical support to Customer's Site Administrators to assist Customer in resolving errors or "bugs" in the System and to answer technical questions that affect the functionality of and Customer's ability to use the System. Technical support does not include assistance with instructional planning. Customer acknowledges that, in order to facilitate Pearson's provision of technical support to Customer with respect to the use of the System, Pearson may require access to Customer Data and may require that the Customer representative seeking technical support supply Pearson with such representative's password in order to enable Pearson to access such Customer Data. In such event, Customer shall be responsible for ensuring that such Customer representative modifies his or her password promptly after the provision of such technical support.

6.2 **Services.** In addition to support services as described in Section 6.1, Pearson may provide certain other professional services, such as training or consulting services. These services are sometimes made available by Pearson on a per-day basis, but Pearson may also offer services packages for purchase, in which case the specific descriptions of the applicable services to which Customer will be entitled as part of any such package are available upon request. Pearson's then-current rates shall apply to any professional service days or packages ordered. In most cases, travel expenses are included in the fees for services provided by Pearson. However, for services rendered in certain geographic areas (including any services rendered outside the continental United States), or if otherwise specified by Pearson in writing to Customer, these expenses are an additional charge, and in those situations, Customer shall, in addition to the fees charged for performance of services hereunder, pay Pearson for travel expenses, lodging, meals and other related expenses incurred in the performance of such services. Customer acknowledges that certain services are designed to, or may, at Pearson's option, be performed remotely. For work to be performed on Customer's premises, Customer agrees to provide, at Customer's expense, appropriate utilities, work space and other on-site accommodations necessary to enable Pearson to perform such work. Pearson reserves the right to require a purchase order or equivalent commitment to pay, or prepayment, prior to performing any services.

7. Payment Terms.

7.1 **Payment; Taxes.** Customer agrees to pay Pearson all fees charged under this Agreement, as well as all applicable taxes (exclusive of taxes based on Pearson's net income) in accordance with Pearson's invoice terms. Customer will provide Pearson with proof of any claimed tax exemption, and will be responsible for the payment of any applicable penalties, taxes, and costs which arise if the tax exemption proves inapplicable. Any sums not paid by the due date specified on the invoice will be subject to interest on the unpaid amount at the lesser of 1.5% per month (18% annually) or the maximum rate allowed by law.

7.2 **Invoicing.** The initial Subscription Fees and any associated professional services fees purchased will be billed in advance upon Pearson's processing of Customer's order for the System. Fees for professional services that are purchased subsequently will be billed as ordered. Prior to the expiration of the initial subscription term and any renewal term, if neither party has notified the other of termination of this Agreement, Pearson will invoice Customer for the applicable renewal Subscription Fees for the applicable number of Connections at the Authorized Sites for the subsequent one (1) year period.

7.3 **Suspension for Non-Payment.** In addition to any other rights of Pearson under this Agreement, Pearson shall have the right to immediately suspend Customer's access to the System and the performance of any other obligations of Pearson hereunder in the event that Customer breaches its payment obligations set forth in this Section 7, until such breach is cured.

7.4 **Prepaid Services Fees.** In the event that Customer purchases any prepaid services (including any services package), all services must be scheduled and delivered within the standard term of that services offering as defined by Pearson (or twelve (12) months if not otherwise stated). Any portion of any such prepaid services that has not been used by Customer toward services actually rendered within such twelve (12) month period shall be forfeited.

8. **Privacy.** Customer acknowledges and agrees that, by granting user identifications and passwords, Customer controls, defines and manages access to all Customer Data and related records and data that will be used within the System. Customer is responsible for compliance with all federal and state privacy and student record laws that may be applicable to Customer's use of the System. Customer will secure all necessary prior parental and student consents (if any are required) for the collection, storage and use of records and personal information within the System.

9. **Compatible Platforms/Hardware.** Customer is responsible for meeting hardware, operating system, and other technical requirements necessary to properly access the System. Pearson will not be responsible for any incompatibility between the System and any ISP or any versions of operating systems, hardware, browsers or other products not specifically approved by Pearson for Customer's use with the System. Pearson will make written System requirements available to Customer at Customer's request. Customer is responsible for providing all electrical and telecommunications interconnections, and access to the Internet, as may be necessary to access the System.

10. **Third Party Software License Terms.** The System may include certain third party software. In some cases, the provision of such third party software to Customer is subject to additional terms and conditions, which may be set forth on a schedule hereto, or within the System or the System Documentation, and for such software, such other terms and conditions shall apply in addition to the terms and conditions of this Agreement. However, in no event shall any such third party software terms substantially conflict with this Agreement or deprive Customer of the intended benefits of this Agreement.

11. **Term.** The initial subscription term for Customer's access to the System shall begin on the Service Effective Date, and shall continue for a period consistent with the Subscription Fees paid to Pearson. If either party notifies the other of its intent not to renew this Agreement for a subsequent term prior to the end of the then-current term, then this Agreement shall end at the expiration of the then-current term. Otherwise, this Agreement will be renewed so long as Pearson receives the applicable fees for the renewal term prior to the expiration of Customer's then-current term; provided, however, that if Customer renits such fees to Pearson subsequent to the expiration of the initial or any renewal term, Pearson may, in its sole discretion, maintain this Agreement in effect. The fees for any such renewal term shall be at Pearson's then-current rates.

12. Termination and Remedies.

12.1 **Termination.** Pearson shall have the right to suspend Pearson's performance and Customer's access to the System under this Agreement in the event Customer is in breach of any of its obligations under this Agreement. In addition, either party shall have the right to terminate this Agreement in whole or in part upon thirty (30) days written notice to the other party, in the event the other party materially breaches this Agreement and fails to correct such breach within such thirty (30) day period; provided that Pearson shall have the right to terminate this Agreement immediately upon written notice in the event Customer materially breaches any of its obligations under Sections 4 or 5.

12.2 **Effects of Termination.** In the event of any termination of this Agreement, Customer shall not be relieved of any obligation to pay any sums of money that have accrued prior to the date of termination. In addition, the provisions of Sections 5, 8, 12.3, 13, 14 and 15 shall survive termination of this Agreement.

12.3 **Return on Termination.** Customer's access to and use of the System shall immediately cease upon the termination of this Agreement for any reason. After termination, Customer will cease to use any System software applications and Documentation in its possession, and upon Pearson's request Customer will certify that it has returned or destroyed all copies of same in its possession.

13. **DISCLAIMER OF WARRANTIES.** PEARSON WILL USE COMMERCIALY REASONABLE EFFORTS TO MAINTAIN THE PERFORMANCE OF THE SYSTEM IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. HOWEVER, PEARSON AND ITS LICENSORS DO NOT MAKE, AND HEREBY DISCLAIM, ANY EXPRESS AND IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. NEITHER PEARSON NOR ITS LICENSORS WARRANT THAT THE SYSTEM OR CUSTOMER'S USE THEREOF WILL BE UNINTERRUPTED, ERROR-FREE, OR COMPLETELY SECURE. NEITHER PEARSON NOR ITS LICENSORS CAN CONTROL THE FLOW OF DATA TO OR FROM PEARSON'S NETWORK AND OTHER PORTIONS OF THE INTERNET. SUCH FLOW DEPENDS IN LARGE PART ON THE PERFORMANCE OF INTERNET SERVICES PROVIDED OR CONTROLLED BY THIRD PARTIES. AT TIMES, ACTIONS OR INACTIONS OF SUCH THIRD PARTIES CAN IMPAIR OR DISRUPT USERS' AND/OR PEARSON'S CONNECTIONS TO THE INTERNET.

14. **LIMITATION OF LIABILITY.** NEITHER PEARSON NOR ITS LICENSORS SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, OR SPECIAL DAMAGES, OR FOR ANY LOST BUSINESS, LOST REVENUE, LOST PROFITS OR LOST SAVINGS ARISING OUT OF THIS AGREEMENT, OR OUT OF CUSTOMER'S USE OF OR INABILITY TO USE THE SYSTEM, EVEN IF ADVISED OF SUCH DAMAGES OR LOSS OR THE POSSIBILITY OF SUCH DAMAGES OR LOSS. IN NO EVENT SHALL PEARSON'S OR ITS LICENSORS' LIABILITY UNDER THIS AGREEMENT EXCEED THE TOTAL AMOUNT OF MONEY PAID BY CUSTOMER TO PEARSON FOR THE SYSTEM, OR OTHER ITEM OR SERVICE ON WHICH THE CLAIM IS BASED, DURING THE TWELVE MONTH PERIOD IMMEDIATELY PRECEDING THE LOSS OR INJURY.

15. General.

15.1 **Governing Law.** THIS AGREEMENT SHALL BE GOVERNED BY, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE STATE OF MINNESOTA.

15.2 **Limitation on Actions.** Customer may bring no action arising out of this Agreement, regardless of form, more than one (1) year after the cause of action has arisen.

15.3 **Assignment; Subcontracting.** Customer may not assign, delegate, or otherwise transfer all or any portion of this Agreement or its rights and obligations hereunder without the prior, written consent of Pearson. Customer acknowledges that Pearson may subcontract portions of the support services or professional services to be provided by Pearson hereunder to third parties certified by Pearson to provide such services.

15.4 **Waiver; Severability.** No waiver of any provisions of this Agreement by either party shall be deemed to be an ongoing waiver of such provisions or any rights related thereto unless the parties otherwise expressly agree in writing. In the event that any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, this Agreement shall be enforced to the maximum extent possible.

15.5 **Force Majeure.** Neither party shall be held liable to the other party for failure of performance where such failure is caused by supervening conditions beyond that party's control, including acts of God, civil disturbance, strikes, or labor disputes.

15.6 **Notices.** Any and all notices shall be sent by United States First Class or Certified Mail or by a courier service furnishing proof of delivery (postage and delivery prepaid). In the case of notices to Pearson, such notices shall be sent to: NCS Pearson, Inc., Attn: Contracts Department, 3075 W Ray Road, Suite 200, Chandler, AZ 85226. In the case of notices to Customer, such notices shall be sent to Pearson's address of record for Customer. Either party may change its notice address by notifying the other in like manner.

15.7 **Terms of Agreement.** Customer agrees that the terms of this Agreement, including all pricing for Pearson products and services, are the confidential information of Pearson and shall be kept confidential by Customer and not disclosed to any third party without the prior written consent of Pearson; provided, however, that Pearson's consent shall not be required in the event that disclosure of the terms of this Agreement is required by law (e.g., public records acts or similar statutes that may be applicable to Customer).

15.8 **Total Agreement.** This Agreement contains the entire agreement between the parties relating to its subject matter and supersedes all previous agreements, proposals, negotiations, and correspondence between them, whether oral or written, related to this matter. The terms and conditions of this Agreement shall prevail notwithstanding any variance with the terms and conditions of any purchase order or other documentation submitted by Customer with respect to the System or any related products or services provided. This Agreement shall not be modified, varied, waived or otherwise changed without the mutual, written agreement of both parties. Headings used in this Agreement are for reference only and are not interpretive.



EXHIBIT D - ORDER SCHEDULE
Another Choice Virtual Charter School
5 Waterford Licenses and 25 SuccessMaker Licenses

School District Name Another Choice Virtual Charter School
 No. of Schools Quoted 1

Waterford Product Pricing Details

Type of Purchase Initial Purchase
 Type of Configuration Server
 Type of Licensing Per Station

Total Enrollment _____
 No. of Classrooms _____
 No. Stations Purchased _____

Quantity	Item Description	Unit Cost	Extended Cost
SOFTWARE			
5	Waterford Full Curriculum (Reading, Math, and Science) - Levels 123	\$ 3,600.00	\$ 18,000.00
			Software Subtotal
			\$ 18,000.00
SERVICES			
1	Teacher Training - WERP Levels 123 - 2 Onsite Days and 1 Connected Day	\$ 4,300.00	\$ 4,300.00
1	Installation of Software on Server and Student Workstations	\$ 1,500.00	\$ 1,500.00
<i>Each training day consists of 8 hours, with a maximum of 12 participants at one time.</i>			
			Services Subtotal
			\$ 5,800.00
SUPPORT			
1	Direct Response Technical Support - Waterford and SuccessMaker Combined Access to Community Connection web site, telephone support (unlimited calls), access to monthly product webinars, total media support, online chat support, support webinars, and product updates School with 25-50 Stations	\$ 1,800.00	\$ 1,800.00
			Support Subtotal
			\$ 1,800.00
			Waterford Product Total
			\$ 25,600.00

SuccessMaker Release 1 Pricing Details

Type of Purchase Initial Purchase
 Type of Licensing Concurrent

Student Enrollment _____
 Version Release 1.0

Quantity	Item Description	Unit Cost	Extended Cost
SOFTWARE			
25	Reading Curriculum (Grades K - 5) - Concurrent License	\$ 750.00	\$ 18,750.00
25	Math Curriculum (Grades K - 8) - Concurrent License	\$ 950.00	\$ 23,750.00
			Software Subtotal
			\$ 42,500.00
SERVICES			
1	Teacher Training - Full Curriculum New User - 3 Onsite Days and 2 Connected Days	\$ 5,200.00	\$ 5,200.00
1	Installation of Software on Server and Student Workstations	\$ 1,500.00	\$ 1,500.00
			Services Subtotal
			\$ 6,700.00
			SuccessMaker Product Total
			\$ 49,200.00

Please submit PO for \$74,835.00 to:
 NCS Pearson
 3075 W Ray Rd, MS 220
 Chandler, AZ 85226
 Phone: (888) 977-7900
 Fax: 208-723-0152

Shipping and Handling	\$ 135.00
TOTAL COST OF IMPLEMENTATION-SUCCESSMAKER AND WATERFORD	\$ 74,835.00

Not responsible for typographical or other errors. Pearson's standard licensing terms and conditions will apply to any order.
 All pricing is exclusive of any applicable sales, use or other similar taxes or duties. The customer is responsible for any such taxes or duties that may apply; if the customer is tax-exempt, evidence of such tax exemption must be provided.



EXHIBIT E - ORDER SCHEDULE
Another Choice
40 Licenses of NovaNET and 25 Licenses of ELLis for 1 Year

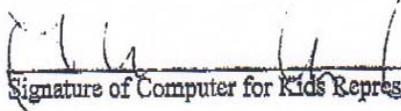
Computer for Kids and Another Choice Virtual Charter School Material and Service Contract

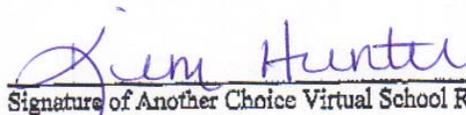
Computer for Kids agrees to fill the following order upon approval of Another Choice Virtual Charter School:

Number of Computers:	220
Purchased at the cost of :	\$175.00 per computer
Total cost of :	\$38,500

All desktop computers will come with the following included:

- 1.8 – 1.9 GHZ or higher processor
- Open office 3.0 (includes Word, Excel, PowerPoint and Access)
- XP operating system
- 1 GB Memory (512 MB minimum required)
- 40 GB hard drive or larger
- 1024 x 768 resolution video card
- Monitor (CRT)
- Network card or a Modem Card
- Mouse
- CD ROM
- A current anti-virus application (AVG Antivirus preferred)
- Microsoft Internet Explorer Version 6.0 or later
- Software required for individual classes (if applicable)
- Java 2 Runtime Environment (free download from www.java.com)
- Flash Player (free download at www.macromedia.com)
- Adobe Acrobat Reader (free download at www.adobe.com)
- Tech Support for one full year

 _____ 11-25-08
 Signature of Computer for Kids Representative Date

 _____ 11/25/08
 Signature of Another Choice Virtual School Representative Date

Pearson's Assessments To Be Purchased at the beginning of the first year

Pearson Customer Service

P.O. Box 599700

San Antonio, Texas 78259-9700.

AIMS Complete Kit

Includes Manual, 25 each of Teacher, Parent, and Student Forms

Purpose: Implement and monitor intervention to achieve specific instructional goals

ISBN: 015-8005-945

Unit Price: \$158.00

015-8005-961	AIMS Teacher Forms - (Pkg of 25)	\$44.00
015-8005-988	AIMS Student Forms - Pkg of 25	\$23.00
015-8005-996	AIMS Parent Forms English - Pkg of 25	\$23.00
015-8006-046	AIMS Parent Forms Spanish - Pkg of 25	\$23.00

Boehm Test of Basic Concepts, Third Edition (Boehm-3)

Purpose: Individually evaluate basic concept comprehension

Examination Set

Includes Examiner's Manual*, 1 Form E Booklet, 1 Form E Class Key, 1 Form F Booklet, 1 Form F Class Key, and 1 Directions for Administration (for both Forms, in English and Spanish).

ISBN: 015-4020-80X

Unit Price: \$75.00

Career Interest Inventory (CII)

Purpose: Obtain valuable information on educational and career goals

CII - Examination Kit

Includes Level 1 Career Interest Inventory Machine-Scorable Answer Document, Level 2 Career Interest Inventory Hand-Scorable Booklet, Directions for Administering, and Student Profile.

ISBN: 015-4060-097

Unit Price: \$27.55

CII - Hand-Scorable Booklets - Level 1

Package of 25: Contains the activity statements that make up the Career Interest Inventory, plus information concerning scoring and interpreting of results. Directions are included.

ISBN: 015-8060-040

Unit Price: \$88.00

Test of Language Development – Primary, 3rd Edition (TOLD-P:3); Author(s): Phyllis L. Newcomer and Donald D. Hammill, Ed.D.

Test of Language Development – Intermediate, 3rd Edition (TOLD-I:3); Author(s): Donald D. Hammill, Ed.D. and Phyllis L.

Newcomer

Purpose: Measure components of spoken language

Complete Kit P:3

Includes Examiner's Manual, Picture Book, 25 Profile/Examiner Record Forms, and Storage Box.

ISBN: 015-8959-809

Unit Price: \$275.00

Complete Kit I:3

Includes Examiner's Manual, Picture Book, 25 Profile/Examiner Record Forms, and Storage Box.

ISBN: 015-8959-825

Unit Price: \$195.00

TONI-3 Complete Kit

Includes Examiner's Manual, Picture Book, 50 Form A Answer Booklet and Record Forms, and 50 Form B Answer Booklet and Record Forms.

Purpose: Assess intelligence with a reliable language-free test

ISBN: 015-8177-118

Unit Price: \$320.00

WASI - Complete Kit

Includes Manual, Stimulus Booklet, 25 Record Forms, and set of 9 blocks in canvas bag.

Purpose: Obtain a reliable brief measure of intelligence

ISBN: 015-8981-502

Unit Price: \$261.00

015-8981-537	WASI - Record Forms - Pkg of 25	\$65.00
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SSRS (Social Skills Rating System) including Improvement

Qty.	Item #	Item Description	Unit Cost	Total Cost
1	14135	ASSIST Starter Set - Computer-Entry (English/Spanish)	\$ 595.75	\$ 595.75
1	14106	Computer-Entry Forms (English) - Parent - (ages 3-18)	\$ 52.00	\$ 52.00
1	14112	Computer-Entry Forms (English) - Student - (ages 3-18)	\$ 52.00	\$ 52.00
1	14107	Computer-Entry Forms (English) - Student - (ages 8-12)	\$ 52.00	\$ 52.00
1	14105	Computer-Entry Forms (English) - Teacher - (ages 3-18)	\$ 52.00	\$ 52.00
1	14052	Performance Screening Guide - Elementary (K-6) (pack of 10)	\$ 40.00	\$ 40.00
1	14053	Performance Screening Guide - Secondary (7-12) (pack of 10)	\$ 40.00	\$ 40.00
TOTAL PRICE				\$ 883.75

Total Minimal Expenditure on Initial Assessment Products: \$2348.30

**Materials that will need to be purchased as per our Charter:
Teacher In-Service Materials for Character Development**

Material	Item Price	Total Price for 10 each
Booklet: Making Ethical Decisions (connects to the 6 pillars of character with Great Expectations)	\$12.95	\$129.50
Core knowledge sequence: Content guidelines for grades K-8	\$37.50	\$375.00
The Unwritten Rules of Social Relationships: Decoding Social Mysteries Through the Unique Perspectives of Autism	\$16.47	\$164.70
Engaging the Online Learner: Activities and Resources for Creative Instruction (Online Teaching and Learning Series)	\$24.30	\$243.00
The Daily Five: Fostering Literacy Independence in the Elementary Grades	\$12.81	\$128.10
Excellent 11, The: Qualities Teachers and Parents Use to Motivate, Inspire, and Educate Children	\$9.56	\$95.60
The Essential 55: An Award-Winning Educator's Rules For Discovering the Successful Student in Every Child	\$9.56	\$95.60
The Essential 55 Workbook	\$10.36	\$103.60
Total Cost		\$1335.10

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Shopping Cart

Item	Unit Price	Qty.	Cost
Statements of Standards: GASB Statement No. 34 [remove]	\$18.50	<input type="text" value="1"/> <input type="text" value="/W7Uj52r8n9vzeI"/>	\$18.50
Implementation Guides: GASB Implementation Guide GQA34B [remove]	\$38.00	<input type="text" value="1"/> <input type="text" value="iy0Dx1aYji6tkfOe"/>	\$38.00
User Guides: GASB User Guide GUG02 [remove]	\$9.95	<input type="text" value="1"/> <input type="text" value="eZSpRsVLgF7vU"/>	\$9.95
		<input type="button" value="Update"/>	
Subtotal:			\$66.45
Total:			\$66.45

2M DATA SYSTEMS

87 North 340 West
 Orem, Utah 84057
 (801) 921-4395

2MData@mstarmetro.net

INVOICE

Invoice #: 15962

Date: January 6, 2009

To:

Attn: Laura Sandidge
 Another Choice Virtual Charter School
 958 Corporate Lane
 Nampa, ID 83651

Ship To:

Same

DATE SHIPPED	SHIPPED VIA	F.O.B. POINT	TERMS	YOUR ORDER NUMBER
Jan 6, 2008	U.S.P.S.		Due upon Installation	Verbal - Phone

QUANTITY	DESCRIPTION	UNIT PRICE	AMOUNT
1 ea.	Payroll Manager Software		1300.00
1 ea.	Budget Manager Software		1300.00
1 ea.	ABReport Manager Software (Prints SDE Reports)		600.00
TOTAL DUE			\$3,200.00