



INSPIRE
Virtual Charter School Petition

Submitted to the
Idaho Charter School Commission
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1. Elector petition forms with no less than 30 signatures.

Elector petition forms with no less than 30 certified signatures are included in Exhibit A.

2. Articles of Incorporation and Bylaws of the nonprofit corporation.

The INSPIRE Articles of Incorporation and initial approved Bylaws are included in Exhibit B.

3. Describe the school's educational program and how learning will occur.

a. Overview

INSPIRE is a proposed virtual charter school that is seeking authorization from the Idaho Charter School Commission to serve students in grades K-12 throughout Idaho beginning in Fall 2005. INSPIRE will maximize academic achievement for students who need an alternative to the traditional classroom. First-year enrollment at INSPIRE is expected to be approximately 500 students, with enrollment growing to over 2,000 students by Year 5.

INSPIRE has selected for its core program the Connections Academy virtual public school curriculum, instructional model, and technology that have proven successful nationwide, supplemented and expanded specifically for Idaho.

Working under the guidance of certified, highly qualified teachers with whom they interact via telephone, email, and groupware following a Personalized Learning Plan, INSPIRE students will engage in a rigorous, Idaho Achievement Standards-aligned curriculum that is rich in print, enhanced by technology, and tailored to their learning needs.

Each INSPIRE student has a learning coach, typically a parent, who works daily with the student face-to-face following detailed INSPIRE lesson plans under the guidance of the professional INSPIRE teacher.

INSPIRE students will be provided with the complete curriculum materials (online and offline, print- and technology-based) for their grade, a loaned family computer and subsidized Internet access. All INSPIRE students have the opportunity to participate in face-to-face field trips and community activities while also learning to work effectively in a virtual environment not unlike the working world that they will one day enter.

The INSPIRE school will also serve as a reference site for Idaho scholars engaged in research on technology, education, and distance learning. The INSPIRE founding group is engaged in ongoing discussions with Boise State University (see Provost letter, enclosed) regarding a multi-faceted partnership which may include location of the INSPIRE office and teaching center on the university campus, collaboration on teacher training and curriculum development, and research and evaluation activities.

b. Curriculum

INSPIRE combines proven and rigorous print-based curriculum materials with the best in technology-enhanced learning such that a significant portion of the curriculum is delivered through the Internet and other electronic means. The entire curriculum is aligned to the Idaho Achievement Standards.

The INSPIRE curriculum will be based on the Connections Academy program as extended for grades K-12 in Idaho.

- The K-8 Connections Academy curriculum integrates textbooks, lesson plans and other content from a variety of leading publishers and school programs including Houghton Mifflin, Zaner-Bloser, the Calvert school and others (see course catalog included as Exhibit C1). The curriculum is regularly updated to conform to state

standards and student needs. The Connections Academy curriculum has been shown to be effective based on standardized test scores in other states and is currently in the process of being accredited by the Commission on International and Trans-regional Accreditation (CITA).

- The Connections Academy 9-12 program, which is currently under development, will provide a more online high school curriculum, as appropriate for secondary school learners (see Exhibit C2 for an overview of the 9th grade curriculum). The high school curriculum, which will be fully aligned with Idaho Achievement Standards, will integrate digital versions of textbooks from major publishers enhanced by multimedia, interactive material, communication/ conferencing tools, and team projects. Top-quality third-party courseware elements will be licensed as part of the 9-12 curriculum, based on alignment to Idaho Achievement Standards, demonstrated success in producing positive test results, accreditation by CITA and/or a regional accrediting organization, and fit with the Connections Academy and INSPIRE curriculum philosophies. For example, INSPIRE may seek to include courses licensed from the Idaho Digital Learning Academy as part of this complete high school curriculum.

The entire K-12 INSPIRE curriculum will be updated on a regular basis, with major changes subject to approval by the school's Governing Board.

Technology plays an important facilitating role in the INSPIRE curriculum, so INSPIRE will ensure that its students have access to technology. Each family participating in INSPIRE will receive a loaned computer with a printer and an Internet service subsidy. All necessary software and technology support are provided along with the computers. For a discussion of safe and appropriate use of technology tools, see Element 37.

In addition to working with the curriculum materials described above, INSPIRE students will have the opportunity to participate regularly in both face-to-face and virtual community activities. Face-to-face activities include field trips and community outings facilitated by the INSPIRE community coordinators – parent volunteers whom INSPIRE supports in organizing such activities for families who live nearby. INSPIRE's technology-based activities include virtual group projects, online bulletin boards/forums (such as "Math Problem of the Week"), book chats, teacher-led discussions, learning-focused webmail, and student clubs ranging from chess to yearbook. All of the collaborative online activities and communications tools are restricted for use only by members of the INSPIRE community; parents can feel comfortable that their children are experiencing this technology safely within the "walled garden" of INSPIRE.

Given the balance of modes and media for learning at INSPIRE, actual time online for students (as compared to parents and teachers) will vary according to each student's developmental level, learning needs, and learning styles. Students in grades K and 1 may spend up to 15% of their time online; students in grades 2 -5 may have a range of 15 - 25%; students in grades 6 - 8 may range from 25-50+% of time online, and students in grades 9-12 may spend up to 75% of their school time online.

INSPIRE will be part of a family of schools using the Connections Academy program and will be a trailblazer among them for its inclusion of grades 9-12. There are currently 11

Connections Academy schools in eight states across the country: Wisconsin, Colorado, California, Pennsylvania, Ohio, Florida, Arizona and Minnesota. Student achievement results from the 2003-04 school year confirm the effectiveness of the Connections Academy curriculum. The Connections Academy program has been used in Colorado and Wisconsin for more than one year and test scores exceeded AYP in both states. Further in Wisconsin and Florida, Connections Academy students met or exceeded the states' standards. Other state scores represent early Fall results for the schools' first years or have not yet been reported

c. Instructional Techniques

INSPIRE's instructional design is known as Personalized Performance Learning. Education research connects this design's three primary components – parent/family involvement, individualized instruction, and high-quality teaching – to improved student achievement:

- *Parent involvement:* Decades of research show that parent participation in education is very closely related to student achievement. In *A New Generation of Evidence: The Family Is Critical to Student Achievement*¹, Anne T. Henderson and Nancy Berla document concrete benefits of parent involvement for students, including higher grades and test scores, higher graduation rates, and greater enrollment in postsecondary education. A Stanford study found that using parents as tutors brought significant and immediate changes in children's I.Q. scores. At INSPIRE, all parents are closely involved in their child's education either directly as a learning coach or through oversight of a learning coach they designate.
- *Individualized instruction:* Students clearly benefit from instruction that is individualized in terms of pace, content, sequence and style. Among the many studies on this topic, Margaret Haertel and her colleagues show in "What Helps Students Learn?"² that "curriculum and assessment tailored to student ability and academic background" to assure "an appropriate level of task difficulty for students and an appropriate instructional pace" is a proven tool for helping students achieve. At INSPIRE, instruction is individualized for every student, every day.
- *High-quality teaching:* Each teacher will be equipped with the skills and technology needed to bring out the best in every student. In his landmark study correlating test data with teacher quality, Harold Wenglinsky³ of the Educational Testing Service showed a direct link between good teaching and higher test scores. Students benefit from the personalized guidance of INSPIRE's highly qualified teachers.

The Personalized Learning Plan: The centerpiece of instruction at INSPIRE is the Personalized Learning Plan (PLP), which provides for individualized instruction tailored to the learning needs of each child. The PLP is an extensive document developed at the beginning of the school year by the Idaho-certified teacher in consultation with the student and the student's parents/guardians. This PLP is built from a combination of baseline

¹ Henderson, A., & Berla, N., eds. (1994). *A new generation of evidence: The family is critical to student achievement*. National Committee for Citizens in Education, Center for Law and Education, Washington, DC.

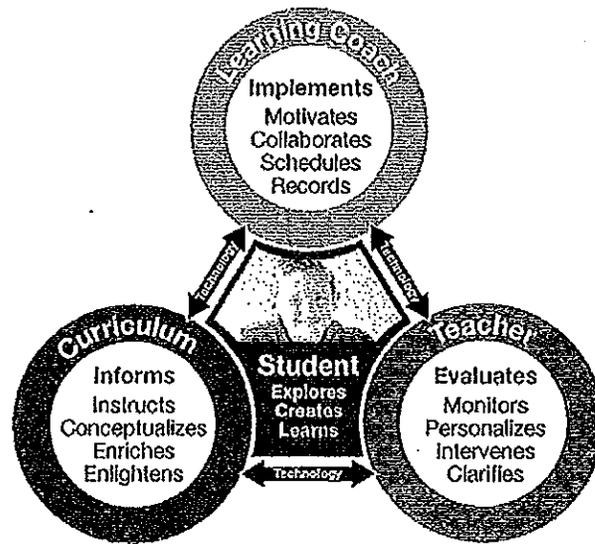
² Wang, Margaret C., Haertel, Geneva D., and Walberg, Herbert J. (1993), "What Helps Students Learn?" *Educational Leadership*.

³ Wenglinsky, Harold (2000), *How Teaching Matters: Bringing the Classroom Back Into Discussions of Teacher Quality*, Educational Testing Service.

assessments of both academic skills/knowledge and learning modalities, information gathered from the parents, and input directly from the student. Learning needs that go beyond the purely academic (such as study habits and interpersonal skills) are addressed in the PLP as well. The PLP then guides the student's course through the Idaho Achievement Standards-based curriculum.

All daily lesson plans are provided to students and families online, directing them step by step through use of the comprehensive set of textbooks, trade books, manipulatives, and consumables that INSPIRE ships to them.

The Learning Triad: Instruction at INSPIRE builds on the research and the PLP to surround each student with the resources needed for success. Each student will be part of a "learning triad" as illustrated below.



Learning Management System: The platform for organizing and managing the entire INSPIRE educational environment is the online Learning Management System (LMS). This proprietary, web-based software allows INSPIRE to deliver every assignment and track every activity, monitoring the completion of individual lessons as well as mastery of discrete skills and knowledge (see Exhibit D, Learning Management System highlights). With this system, INSPIRE is able to provide an unprecedented level of time-on-task detail. The LMS operates within Connections Academy's very secure and robust technology infrastructure which protects all data from loss and intrusion while maintaining a safe environment in which students, parents, and teachers can interact with each other (see Exhibit E, Network Infrastructure & Security).

A complete learning team: At INSPIRE, student learning benefits from committed educators and involved parents who provide total support for the student's PLP.

- **Idaho-certified, highly qualified teachers:** Each INSPIRE student will have an Idaho-certified teacher specially trained in the INSPIRE curriculum and instructional

method. Working full-time in INSPIRE's local professional office/teaching center, which is proposed to be located on the Boise State University campus, this teacher is responsible for evaluating assignments and work products, providing instructional assistance, assigning and scoring assessment activities, and providing feedback on the child's performance. Based on a student's demonstrated mastery of the material, teachers will add, expand or replace assignments; they will also grade students in each subject for the regular student report cards and make promotion or retention decisions. Depending on the need of the learner, teacher contact with the student and learning coach – most often via telephone and email – may be as frequent as several times a day, and at minimum once every two weeks. Teachers do not wait to be contacted; they are proactive participants in their student's learning plans. In addition, INSPIRE families are always welcome to visit the INSPIRE office in Boise during business hours to meet with their teachers in person.

- ***Face-to-face learning coaches:*** Each INSPIRE student will have a learning coach—a parent or other responsible adult designated by the parents—who works with him or her in person under the guidance of the Idaho-certified professional teacher. Parent involvement is a centerpiece of the INSPIRE concept. Whether a parent's role is as a learning coach, or as someone providing oversight to the learning coach, all parents/guardians will be intimately familiar with their child's progress on a day-to-day basis at INSPIRE. The school offers ongoing training and support to help learning coaches carry out their important role while making optimum use of the available technology tools and professional teacher support to do so.
- ***Expanded educational support:*** The INSPIRE principal coordinates the work of the teachers, using data from the Learning Management System to target curriculum and instructional resources toward specific student needs. Supporting the principal and teachers in their work are Connections Academy curriculum specialists, who are highly trained in distance education methodologies and specific subject areas. Curriculum specialists will be available by telephone and email to the INSPIRE teachers for assistance in addressing particular curriculum topics or in customizing curriculum for particular student needs. The Connections Academy Special Education Director serves as resource for teachers as they develop/adjust services for special education students in the INSPIRE program.

In effect, each INSPIRE student has a team of experts working together to leverage the school's myriad resources – technological, instructional, and interpersonal – for his or her success.

4. Identify the school's goals and how all Educational Thoroughness Standards (as defined in Section 33-1612, Idaho Code) shall be fulfilled.

INSPIRE's over-arching goal is student mastery of its challenging, Idaho Achievement Standards-aligned curriculum in a personalized learning environment that promotes 21st century learning skills and meets Idaho's Educational Thoroughness Standards, as required by the Idaho Public Charter School law. INSPIRE will achieve this over-arching goal through seven measurable objectives described in detail in Elements 5 and 6.

INSPIRE believes that an educated person of the 21st century must be literate and articulate, mathematically competent, scientifically and technologically adept and have the opportunity to develop individual creative and physical abilities. INSPIRE recognizes its responsibility to generate enthusiasm and excitement for the lifelong process of learning by providing a curriculum that is relevant, integrated and age-appropriate at the same time that it is aligned to Idaho Achievement Standards. INSPIRE is a high-quality, high-tech, high-touch virtual "school without walls" that brings out the best in every student through Personalized Performance Learning.

The INSPIRE goals and objectives will be met through curriculum and instructional programs that fulfill all of the recommendations recently put forth by the Partnership for 21st Century Skills⁴, which include:

- 1- • Emphasis on core subjects: INSPIRE students will master the timeless fundamentals such as reading, writing, mathematics, science, and social studies.
- 2- • Emphasis on learning skills: INSPIRE students develop the essential skills required for lifelong, continuous learning, such as communication, information, problem-solving, and self-directional skills.
- 3- • The use of 21st century tools to develop learning skills: As the Partnership recommends, INSPIRE students develop proficiency in an array of digital information and communication tools.
- 4- • Teaching and learning in a 21st century context: At INSPIRE, learning takes place beyond the "four walls of the classroom" and integrates the community, parents, and fellow learners connected by technology, as the Partnership recommends.
- 5- • Teaching and learning of 21st century content: The Partnership stresses global awareness, economic literacy, and civic literacy among other topics, which the INSPIRE curriculum integrates throughout the grades through both technology-based and print-based learning activities.
- 6- • Use of 21st century assessments that measure 21st century skills: As the Partnership recommends, INSPIRE uses both standardized testing and ongoing, curriculum-based assessments – including portfolios of student work and online assessment activities – which integrate with teacher data analysis tools to allow for sophisticated instructional decision-making by parents, students, and school staff.

INSPIRE also believes that the individualized and supported educational program

⁴ The Partnership for 21st Century Skills, "Learning for the 21st Century," June 2003, <http://www.21stcenturyskills.org>.

facilitates the development of self-direction and personal responsibility among its students. In these ways, INSPIRE will meet the objective of producing students who are self-motivated, competent, lifelong 21st century learners.

INSPIRE's innovative curriculum and technology also support the eight Educational Thoroughness Standards established in Section 33-1612 of the Idaho Code:

- A safe environment conducive to learning is provided: INSPIRE students attend school primarily from home, a learning environment chosen by many families specifically because it is safe and conducive to focused instruction. In addition, the INSPIRE online environment is carefully structured and monitored by the school to be safe and conducive to learning.
- Educators are empowered to maintain classroom discipline: At INSPIRE, parents, students, and teachers together share responsibility for maintaining a disciplined learning environment. The classroom at home is overseen by the parents, who are empowered to maintain discipline as they see fit with their own children; parents also have access to the advice and support of other INSPIRE families on how to run an organized and disciplined classroom at home. The "virtual classroom" where students come together as a school community is governed by clear and consistent rules of behavior articulated in the INSPIRE code of conduct and handbook.
- The basic values of honesty, self-discipline, unselfishness, respect for authority and the central importance of work are emphasized: The core INSPIRE curriculum emphasizes universal values and moral development in a non-sectarian way, through classic literature, high-quality social studies materials, a home life course, and multiple opportunities for positive interactions among students, families, and the community. Because success in a virtual school requires a high degree of self-discipline and hard work, the entire school experience reinforces these values.
- The skills necessary to communicate effectively are taught: The INSPIRE curriculum includes a very rigorous and expansive focus on written communication, including everything from diagramming sentences to developing major expressive works. Excellent communication skills are considered absolutely essential for teachers who wish to work at INSPIRE, as well as for students aiming for success in an environment in which telephone conversations, email, and message board postings are the primary forms of interaction with peers and teachers.
- A basic curriculum necessary to enable students to enter academic or professional-technical postsecondary educational programs is provided: The INSPIRE curriculum is very strong on all the fundamentals required for higher education at all levels. The classical nature of the curriculum and its alignment with the Idaho Achievement Standards further ensures that INSPIRE's students will be well-prepared for post-high school education both outside and inside of Idaho.
- The skills necessary for students to enter the work force are taught: In addition to a solid grounding in literacy and numeracy and development of higher order thinking skills, INSPIRE students will benefit from the kinds of skills needed for

today's working world – virtual team work, distance communications, information management, and use of technology.

- The students are introduced to current technology: INSPIRE students interact daily with current computer technology, which the school provides for their homes. In addition, INSPIRE offers a multi-layered technology skills elective that explicitly covers all the basics of technology literacy as defined by the National Education Technology Standards.
- The importance of students acquiring the skills to enable them to be responsible citizens of their homes, schools and communities is emphasized: Good citizenship is a watchword of the INSPIRE school experience, as students learn to interact constructively with online peers from all walks of life while developing invaluable skills in their interrelationships with siblings, parents, and community members. In a very real sense, INSPIRE prepares its students to be good citizens of the 21st century world.

5. Identify measurable student educational standards/objectives which describe the extent to which all students of the charter school demonstrate they have attained the skills and knowledge specified as goals.

Within the framework of alignment to the Idaho Achievement Standards, a crucial component of INSPIRE's plan for overall excellence is the establishment of clear academic and related goals for each student, and for the school, as well as clear ways to measure progress toward those goals. Specifically:

Objective 1 – Ongoing Student Progress: INSPIRE students will demonstrate ongoing progress in their Idaho Achievement Standards-aligned curriculum as measured by satisfactory attendance, participation, and performance. INSPIRE will set these benchmarks as follows:

- 90% of students will be in Satisfactory status on attendance each quarter during the school year, as logged by learning coaches/students and verified by teachers;
- 80% of students will in Satisfactory status on participation each quarter during the school year as measured by completion of lessons/courses, submission of portfolio items in timely manner, communication with the teacher, and several other variables; and
- 75% of students will be in Satisfactory status on performance each quarter during the school year as measured through demonstration of learned concepts on academic tasks across all core academic subjects based on internal assessments (including quizzes, tests and portfolios).

Objective 2 – Standardized Test Performance: INSPIRE students will participate in the Idaho Reading Indicator (IRI) in grades K-3, Idaho Direct Mathematics Assessment (DMA), the Idaho Direct Writing Assessment (DWA), and the Idaho Standards Achievement Test (ISAT) in other grades. The goal of all INSPIRE stakeholders will be to have schoolwide composite IRI, DMA/DWA, and ISAT scores that are equal to or better than the statewide benchmark of students meeting or exceeding standards by Year 3.

Objective 3 - Student Academic Growth: In the value-added model of academic growth upon which INSPIRE is based, each student will demonstrate a year of academic growth for a year in school. Using its standards-based, technology-facilitated Longitudinal Evaluation of Academic Progress (LEAP) pre- and post-test, INSPIRE will gauge each student's academic growth over the course of the year. The goal of all INSPIRE stakeholders will be that that at least 75% of students will demonstrate a year of academic growth on an annual basis.

Objective 4 – Parent Satisfaction: As a school of choice, INSPIRE must ensure that parents and families maintain a level of satisfaction with their child's school experience. The goal of all INSPIRE stakeholders will be that the school attains an overall score of at

least 4 (on a scale of 1-5) each year on the annual Connections Academy parent satisfaction survey.

met
Objective 5 -- Teacher Quality: INSPIRE will provide its students with excellent teaching by teachers dedicated to a specified grade range working together in an office/teaching center. The goal of all INSPIRE stakeholders will be that 100% of teachers will be highly qualified and that annual teacher attrition will be less than 6%.

N/A
Objective 6 -- Longitudinal Student Gains: By its fifth year of operation, INSPIRE expects to have served a subset of its students for multiple years. Our goal at the end of Year 5 will be that students who have attended INSPIRE for three or more years will score a minimum of 10% higher on ISAT than their grade-level peers who are in their first year at INSPIRE.

N/A
Objective 7 -- Contribution to Knowledge Base: INSPIRE intends to serve as a living laboratory for research by Idaho scholars on individualized instruction and distance learning. Our goal by the end of Year 5 is to have contributed to the greater knowledge base on these issues, as measured by the completion of one or more credible research studies using data from INSPIRE.

6. Identify various methods by which student progress is to be measured in meeting educational standards/objectives.

INSPIRE provides a variety of assessments throughout the year so that each student's academic progress is monitored on multiple levels, beginning with a placement test which facilitates appropriate matching of standards-aligned curriculum with student learning needs. Throughout the year, the INSPIRE Learning Management System maintains extensive specific data about every activity by every student every day. Furthermore, the robust student information system capabilities of the LMS permit rapid in-depth evaluation of performance by sub-groups such as disabled students or gifted/talented students. This rich array of data allows very targeted evaluation of the school's progress toward its objectives, as detailed below.

Objective	How Progress Will Be Measured
<i>Objective 1 – Ongoing Student Progress</i> , including Satisfactory status each quarter by 90% of students on attendance, 80% of students in on participation, and 75% of students in performance	Learning Management System data verified/evaluated by teachers; ongoing assessments (online and offline quizzes, tests, work samples/portfolios)
<i>Objective 2 – Standardized Test Performance:</i> Schoolwide composite IRI/SMA/DWA/ISAT scores equal to or better than the statewide benchmark by Year 3	Idaho Reading Indicator, Idaho Direct Mathematics Assessment, Idaho Direct Writing Assessment, Idaho Standards Achievement Test scores
<i>Objective 3 - Student Academic Growth:</i> 75% of its students across will demonstrate a year of academic growth on an annual basis.	Longitudinal Evaluation of Academic Progress (LEAP) pre- and post-test
<i>Objective 4 – Parent Satisfaction:</i> Overall Parent Satisfaction score of at least 4 out of 5 each year	Annual Parent Satisfaction Survey
<i>Objective 5-- Teacher Quality:</i> 100% highly qualified, annual attrition of less than 6%	Audit of human resources records
<i>Objective 6– Longitudinal Student Gains:</i> Students who have attended INSPIRE for three or more years score a minimum of 10% higher on ISAT than their grade-level peers who are in their first year at INSPIRE.	Idaho Standards Achievement Test scores
<i>Objective 7 – Contribution to Knowledge Base:</i> Facilitate contribution by Idaho scholars to the greater knowledge base on individualized instruction and distance learning for at-risk students	One or more research studies within first five years

7. Include a provision by which students will be tested with the same standardized tests as other Idaho public school students.

Like all Idaho public school students, INSPIRE students will participate in required standardized testing, including the Idaho Reading Indicator for kindergarten and grades 1-3, the Idaho Standards Achievement Test, the Direct Math and Direct Writing Assessment, and the National Assessment of Educational Progress, or whatever successor tests the State Board of Education should approve.

Although they are students in a virtual school, INSPIRE students will take these standardized tests in person, at proctored locations within reasonable driving distance of their homes. Arranging these locations and ensuring that students are prepared and participate will be an important responsibility of the principal and the teaching staff.

If students and their families lack transportation to the testing sites and no informal arrangements can be made (e.g., carpooling with fellow INSPIRE students), the school will arrange for transportation. Funds for such transportation are included in the budget under Student Testing/Assessment (along with funds for testing site rental).

8. Include a provision that ensures the charter school shall be accredited as provided by rule of the Idaho State Board of Education.

As soon as school operations begin, INSPIRE will launch the process of seeking accreditation as provided by Idaho State Board of Education rule. This early pursuit of accreditation is a hallmark of the Connections Academy family of schools, building upon CITA accreditation to seek regional accreditation.

From day one, INSPIRE will ensure that its school operations meet the Idaho accreditation standards:

- **Vision, Mission and Policies:** Both the INSPIRE vision of personalized, 21st century learning and its mission of facilitating optimum achievement for each student are supported by clear, consistent, and well-articulated policies governing the life of the school.
- **Highly Qualified Personnel:** INSPIRE teachers are Idaho-certified and qualified to teach in their subject areas and grade levels.
- **Educational Program:** The INSPIRE educational program is research-based and integrates the highest quality curriculum materials aligned to Idaho Achievement Standards.
- **Learning Environment:** The INSPIRE learning environment combines the personalization and safety of the student's home with the expansive, barrier-free world of technology, all structured to meet the learning needs of the student.
- **Continuous School Improvement:** The INSPIRE Learning Management System provides complete data on student performance to empower teachers to continuously improve their practice while equipping the principal and Governing Board to press for ongoing improvements in overall school operations.
- **Student Achievement:** INSPIRE's ultimate goal is to improve student achievement through personalized, data-driven instruction; highest-quality curriculum; and meaningful parent, family, and community involvement in each learner's progress.

9. Describe the governance structure of the school, including the person or entity that shall be legally accountable for the operation of the school.

The INSPIRE Governing Board will oversee the operation of the charter school and be legally accountable for its operations. The Board sets policy and hires contractors, including those providing the management, curriculum, technology and instructional services. Additionally, the Board is responsible for ensuring that all aspects of the financial and programmatic accountability systems fulfill INSPIRE's obligations to the Idaho Department of Education. The Board shall adopt all policies as required for the charter school program of INSPIRE.

Board Meetings: The Board will meet monthly on a uniform day of a uniform week, and its meeting in July in each year will be considered its annual meeting and annual budget hearing. Special meetings of the Board may be called by the chairman or by any two (2) members of the board and held at any time with appropriate notice as set forth in the organization's bylaws and in Section 33-510 Idaho Code. All meetings will take place in accordance with requirements of Idaho Code and charter school rules, including but not limited to the laws regarding interested parties and conflict of interest.

Board composition: The founding members of the Governing Board were selected in keeping with the bylaws and were seated by the incorporator. They shall, in selecting future Board members, ensure potential members are committed to the school's mission. In addition, the Board will evaluate the potential members' credibility and integrity within the community. INSPIRE will actively recruit Board members who have professional skills that complement or add to the existing Board composition. The Board will also consider members' professional, educational, and practical experience. At least one position is to be held by someone with expertise in education. In order to insure parental involvement in the governance of the school, at least one position will be the parent or guardian of a student enrolled in the charter school (or prospective student prior to the start of school operations). As provided in the bylaws, the initial Board members will vote on the above positions for new board members, with a majority required for acceptance.

Board training: In order to insure smooth operations and effective board practices, INSPIRE will develop Governing Board training procedures. These will include orientation, training and self-evaluation strategies. The INSPIRE Governing Board will be responsible for outlining and implementing a regular, ongoing program in these areas.

Operating structure: The operating structure of the school will be similar to a traditional educational environment with a school principal who will supervise administrative staff and teachers. The school principal will act according to the policies and procedures as approved by the Governing Board. The principal will also act in an information and advisory capacity to the board, and will be responsible for implementing board policies in the day to day operation of the school. All personnel decisions including hiring, firing and evaluations concerning the principal and the teachers will be the responsibility of the Governing Board.

10. Describe the process to be followed to ensure parental involvement.

Parent involvement is a centerpiece of the INSPIRE concept. Whether a parent's role is as a learning coach working daily with one or more students, or as someone providing insights and guidance to a learning coach, all parents/guardians will be intimately familiar with their child's progress on a day-to-day basis at INSPIRE. The Learning Management System ensures that all parents have access to complete data about their children's learning, and the human infrastructure of the school – the principal and teachers – place the highest premium on supporting the role of parents. The school offers ongoing training and support to help learning coaches carry out their important role while making optimum use of the available technology tools and professional teacher support to do so.

The opportunity for meaningful, intensive involvement in their children's education is part of what draws families schools like INSPIRE in the Connections Academy family, and research among participating families indicates a high level of satisfaction in this regard. On the most recent Parent Satisfaction Survey, more than 90% of parents graded the Connections Academy A or B (see Exhibit F).

In addition to involvement focused on their own children's learning needs, INSPIRE parents will have multiple opportunities to shape the overall school experience. They can volunteer to serve as Community Coordinators, arranging field trips and other face-to-face activities among INSPIRE families who live nearby. They may be selected to serve as a parent member of the Governing Board, or serve on ad hoc groups convened by the Governing Board to focus on particular issues such as community partnerships and neighborhood outreach. Parents may also choose to join the Connections Academy Families Association, a national group of Connections Academy parents that has become very active in ensuring that parents' voices are heard throughout the Connections Academy network of schools.

11. Outline the qualifications to be met by individuals employed by the school.

INSPIRE's instructional leader will be the principal. While this person has not yet been selected, the qualifications for the position are as follows:

- The INSPIRE principal will possess an advanced degree and an appropriate administrative credential as required by Idaho Board rules.
- A minimum of three years of management or administrative experience is required.
- A former principal or master teacher is ideal.
- The prospective principal must be technology literate and have good communication skills.
- Must be able to build consensus and inspire teachers to teach, students to learn and parents to engage in their child's learning while following the mission of the school.

The INSPIRE principal shall be offered a performance contract that includes provisions regarding the due process protections to be afforded to principals and the procedures for termination, which shall meet the minimum standards as specified by the Board.

The performance contract shall also include any performance criteria or goals negotiated between the INSPIRE governing body and the principal.

The performance contract will augment the standard contract approved by the State Board of Education.

Teachers: INSPIRE will have one teacher for every 50 students, with whom they will work one-on-one via telephone, email, group chat, and other means. To be hired at INSPIRE, teachers will be required to possess:

- An appropriate Idaho teaching credential.
- A Bachelor's degree.
- A minimum of three years teaching experience.
- Certification that they are highly qualified for the assigned grades/subject matter.
- Skills in teaching a standards-based curriculum and incorporating innovative approaches to instruction.
- Good communication skills.
- Technology literacy.

Special attention will be paid to applicants who have experience in individualized instruction, virtual teams and distance education. Teachers with certification in reading and mathematics, as well as those qualified to teach ESL, will also be given special attention.

At least one teacher will have certification in Special Education in accordance with all Idaho requirements.

- 12. Include provision that ensures all staff members will submit a criminal history check fingerprint card to the Office of Certification at the State Department of Education.**

The INSPIRE Governing Board and principal will ensure that all INSPIRE staff members, including the principal, will submit a criminal history check fingerprint card to the Office of Certification at the Idaho State Department of Education, as required by Idaho Code §§ 33-130 and 33-5210(4)(d).

13. A statement that all teachers and administrators will be on a written contract approved by the Superintendent of Public Instruction.

All INSPIRE teachers and administrators including the principal, will be employed by the charter school under written contract with the school in form as approved by the Governing Board and the Superintendent of Public Instruction, conditioned upon a valid certificate being held by such professional personnel at the time of assuming their duties . All certificated employees will be employed by the Governing Board as required by Idaho Code § 33-5206(4) and all personnel actions concerning teachers and administrators including the principal, will be the responsibility of the Governing Board.

14. Include procedures to ensure health and safety of students and staff.

Immunization/Medical Records Information: All enrolling INSPIRE students and staff will provide records documenting immunizations to the extent required by law. In addition, each enrolling family will provide the school with contact information for its primary care physician as well as information about its health insurance coverage for use in handling student health emergencies.

Facility safety: The INSPIRE teaching center will be housed in a facility that has received state fire marshal approval. The facility will comply with the Americans with Disabilities Act access requirements, and with other applicable health and building code requirements. The school will maintain all appropriate facility compliance documents on file, and will make these documents available upon request.

Other health and safety policies: Prior to commencing instruction, INSPIRE will adopt and implement a comprehensive set of health, safety, and risk management policies. These policies will be developed in consultation with the school's insurance carriers and following review of state policies. They will, at a minimum, address and/or include the following topics:

- Policies and procedures for response to natural disasters and emergencies.
- Policies relating to preventing contact with blood-borne pathogens and providing training to employees on such prevention.
- A policy requiring that instructional and administrative staff receive training in emergency response, including appropriate "first responder" training or its equivalent and/or hold current certificates in emergency response.
- Policies relating to the administration of prescription drugs and other medicines.
- A policy establishing that the school functions as a drug, alcohol, and tobacco free workplace.
- A policy regarding health screenings for student, such as vision, hearing, etc.
- Policies regarding visitors to the school facility, and other school security issues.
- Policies to insure the school is in compliance with federal sexual harassment prevention guidelines and is maintaining a learning and work environment that is free from sexual harassment.

All of the school's Health and Safety policies will be incorporated as appropriate into the school's student and staff handbooks and will be reviewed on an ongoing basis in the school's staff development efforts and Governing Board policies.

All Health and Safety policies approved by the Governing Board will be submitted to the Idaho Public Charter School Commission upon approval by the Governing Board.

15. Describe admission procedures, including provision for over-enrollment, which specify equitable selection processes for the initial year, as well as subsequent years of operation. In addition, include enrollment capacity of the charter school.

As a virtual charter school, INSPIRE's enrollment capacity is quite flexible, technically limited only by parent demand and by the availability of highly qualified teachers. However, because INSPIRE will place a high priority on quality of service to its students, it has established enrollment goals for each year. In any given year, if applications for admission by the enrollment deadline exceed that year's projected enrollment goal by more than 50%, the Governing Board may vote to put into place the fair and equitable selection process, including admissions preferences, described below.

Enrollment goals for each of the first five years of school operation are:

Year 1 (2005-06)	520
Year 2 (2006-07)	1,040
Year 3 (2007-08)	1,560
Year 4 (2008-09)	2,080
Year 5 (2009-10)	2,925

INSPIRE admission procedures are proposed as follows, in keeping with IDAPA 08.02.04, Section 203.

Enrollment Opportunities: INSPIRE will provide enrollment opportunities to students throughout Idaho following the procedures outlined in Element 17, below, which conform with the requirements of IDAPA 08.02.04, Section 203.02.

Enrollment Deadline: Each year, an enrollment deadline will be established, and all outreach activities will begin at least three months prior to that deadline.

Requests for Admission: To apply for enrollment for their children, parents must complete a simple application form that conforms to the requirements of IDAPA 08.02.04, Section 203.04. Applicants are encouraged, but not required, to attend informational sessions prior to enrolling in INSPIRE. INSPIRE will conduct multiple Information Sessions for families in Spring and Summer 2005, following approval of the charter. These sessions will be held in different parts of Idaho to assure that families from a variety of communities are able to attend. INSPIRE will use these sessions to provide a complete array of information about its program, including its curriculum, teaching methods, technology resources and testing requirements.

Many families may visit the website (www.connectionsacademy.com) or call the toll-free information line (800-382-6010) to learn about INSPIRE. The website contains information about the proposed charter school, its Personalized Performance Learning approach, and its curriculum. The site also contains a regularly updated set of Frequently Asked Questions

and their answers. When the charter has been approved, the site will be expanded to include application information and procedures, the INSPIRE School Handbook, and other useful tools for prospective students and their families.

Through its recruitment/marketing and application guidance activities, INSPIRE will disclose full details about its program and encourage families to carefully consider its academic and parental involvement demands before applying. INSPIRE will also provide tools (such as an online self-quiz and contact with a Connections Academy education counselor if desired) to help parents decide whether INSPIRE is truly the right fit for their children and themselves.

To finalize their enrollment, parents complete all enrollment and placement activities in a timely and complete fashion. This includes signing all necessary school-family agreements (such as the sample Parent/Learning Coach Agreement, Exhibit G). INSPIRE families will have the opportunity to receive extensive training prior to the start of the school year. This is particularly important for families whose children have only been in a public school setting or for those who have had limited exposure to technology. The training includes a thorough orientation to the Learning Management System and practice lessons for the students. Families also receive a book on virtual schooling that provides guidelines on everything from setting up a classroom in the home to how to handle more than one student.

Admission Preferences: INSPIRE will not discriminate against pupils on the basis of sex, race, religion, national origin, ancestry, creed, pregnancy, marital status, sexual orientation, or physical, mental, emotional, or learning disability or handicap in its education programs or activities, including its admissions policies and procedures. INSPIRE will establish admission preferences and priority of preferences for initial and subsequent years as permitted in IDAPA 08.02.04, Sections 203.05-07, as follows:

- **Priority of Preferences for Initial Enrollment:** In Year 1 of INSPIRE, preferences will be given first to children of founders, if any, limited to no more than 10% of initial capacity; "founders" shall be defined as the founding group members listed on the Articles of Incorporation as well as initial members of the Governing Board. Second priority will be given to siblings of students selected by through the equitable selection process described below. Third priority will be given to students selected through the equitable selection process described below. (As a virtual charter school, INSPIRE has the entire state of Idaho as an "attendance area," so no meaningful preference can be given for attendance area residence.)
- **Priority of Preferences for Subsequent Enrollment Periods:** In Years 2 and beyond, enrollment preferences at INSPIRE shall go first to returning pupils, second to children of founders, third to siblings of enrolled pupils, and fourth to students selected through the equitable selection process described below.

Proposed Attendance List: Each year, as recommended in IDAPA 08.02.04, Section 203.08, INSPIRE will maintain a proposed attendance list containing the names of all prospective students on whose behalf a request for admission was timely received by the school. The list of names will be separated by grade level, with columns designating the admissions preference status of each student (c.g., "A" for returning student preference, "B" for founder's preference, "C" for sibling preference).

Equitable Selection Process: In any given year, should the number of applications to INSPIRE exceed the school's enrollment goals by more than 50%, the Governing Board may vote to implement a lottery to ensure an equitable and impartial selection process. The lottery will follow the model process set forth in IDAPA 08.02.04, Section 203.09. The Governing Board will select an independent organization – a “third, neutral party” as recommended in the model process – to conduct and oversee the lottery at a separate and accessible location at least 30 days prior to the start of school. Families of applicants will be invited but not required to attend. During the lottery, the model selection process will continue until the entire applicant pool has been exhausted. First, the open position candidates will be assigned, following the preferences outlined above, and then a waiting list will be generated.

Results of the lottery will be certified as “true and correct” by the organization conducting the lottery within 24 hours of the event, and posted prominently on the INSPIRE website. Persons contesting the lottery results, on whatever grounds, will have 48 hours to present a letter specifically detailing their concerns. The INSPIRE Governing Board will consider all written protests and will make a determination as to whether to repeat the lottery or proceed with the original results.

Applicants on the “accepted” list will be notified by mail within five (5) business days following the final certification of lottery results, and parents will have ten (10) days in which to sign a commitment letter to indicate the pupil will attend the school. If the signed commitment letter is not returned within the allotted period of time, enrollment at INSPIRE will be offered to the next student on the waiting list, whose parents will have five (5) business days in which to respond with a signed commitment letter. As vacancies arise during the school year, enrollment opportunities will continue to be offered to those on the waiting list in a similar fashion.

The processes by which waiting lists are developed and maintained annually are described in Element 16, below.

16. A statement describing how waiting lists will be developed and renewed annually.

As described in Element 15, above, the INSPIRE Governing Board may decide to conduct a lottery for admission (following the model procedures set forth in IDAPA 08.02.04, Section 203.09) in any year in which the number of prospective exceed the enrollment goal by more than 50%. Each year's lottery will generate a waiting list following the enrollment preferences outlined above.

During any given school year, vacancies created by students leaving INSPIRE shall be filled from the waiting list. Enrollees selected from the waiting list will be notified by mail and will have five (5) business days in which to respond with a signed letter of commitment.

The waiting list for a given school year shall not roll over to the next school year; a new selection list and waiting list will be generated each year in which the Governing Board determines that the number of prospective students requires implementation of the equitable lottery process.

17. Describe the manner in which citizens residing in the compact and contiguous attendance area of the charter school will be made aware of enrollment opportunities.

As a virtual charter school, INSPIRE has an attendance area that covers the entire state of Idaho. INSPIRE will actively recruit families that represent the full cultural, demographic and socioeconomic range of Idaho communities. To do so, INSPIRE will use a variety of means to inform families about its services and provide them an opportunity to enroll, including:

- **Direct mail:** After approval of the charter, INSPIRE will conduct one or more direct mail campaigns announcing the school to families with children throughout Idaho. In a typical mailing, INSPIRE will send out a postcard inviting parents to attend an Information Session (see below), visit the website, and/or contact the call center. INSPIRE may also use electronic mail to supplement its physical mail campaign.
- **Information sessions:** INSPIRE will conduct multiple Information Sessions for families in Spring and Summer 2005, following approval of the charter. These sessions will be held across Idaho to ensure that families from a variety of communities are able to attend. INSPIRE will use these sessions to provide a complete array of information about its program, including its curriculum, teaching methods, technology resources and testing requirements.
- **Web site:** INSPIRE will launch and maintain a website (www.connectionsacademy.com) that contains information about the proposed charter school, its Personalized Performance Learning approach, and its curriculum. The site also contains a regularly updated set of Frequently Asked Questions and their answers. When the charter has been approved, the site will be expanded to include application information and procedures, the School Handbook, and other useful tools for prospective students and their families.
- **Telephone/e-mail information service:** INSPIRE has launched and will maintain a toll-free information line (800-382-6010) and an email information service (info@connectionsacademy.com) to answer parents' questions about the contract school.
- **Community and youth services partnerships:** As part of its outreach process, INSPIRE will provide information about the school to community, family, and youth-serving organizations such as Boys and Girls Clubs; reach out to residential facilities; and seek partnerships with parent groups, health-related organizations; and organizations for young performers and athletes.
- **School district referrals and outreach:** INSPIRE will take every opportunity to brief school administrators and guidance personnel on INSPIRE as an alternative for students

who might benefit from individualized instruction in a non-classroom setting.

- *Media outreach:* INSPIRE will make limited use of paid media, primarily advertisements in community newspapers and radio service announcements, but will take full advantage of the local media's interest in promoting community events relevant to Idaho residents in order to inform parents about INSPIRE informational sessions and to raise awareness of the school.

In future years, current INSPIRE parents will play a leading role in serving as a source of information about the school and referring other families.

18. Describe the manner in which the annual audit of financial and programmatic operations is to be conducted.

INSPIRE will undergo an annual audit of both its finances and its program.

As described more fully in Element 29, INSPIRE will be seeking to contract with an education management organization that provides the Connections Academy curriculum, has significant experience in supporting virtual schools nationwide, and is in good standing with all regulatory authorities concerning its financial management services. Timely annual audits conducted by outside auditors will be a key element required by the management contract.

The INSPIRE Governing Board will designate one of its members as the board treasurer who will work closely with the management organization to review the financial statements, authorize payments and report monthly to the board. The board will also appoint an audit committee and will engage a local auditor who will review the financials on a periodic basis and will also issue a final year end audit report.

In addition, the INSPIRE Governing Board will appoint a program audit committee which will engage an independent evaluator to audit the INSPIRE program on an annual basis. INSPIRE hopes to arrange for such evaluation services from an Idaho-based institution of higher education.

The results of both the financial and program audit will be reported to all INSPIRE stakeholders, including parents, the Idaho Department of Education, the Idaho Public Charter School Commission, and the community, as part of the school's annual report.

19. Outline procedures for suspension, expulsion and re-enrollment of students.

INSPIRE understands that it is responsible for ensuring a safe school environment. Furthermore, it expects all students enrolled in INSPIRE to accept responsibility for their actions and behavior. Appropriate conduct is expected of all students at INSPIRE. The student's code of conduct, summarized below, will be explained in the school Handbook () and includes steps to be followed in the event of misbehavior.

Discipline, Suspension and Expulsion Policies: The description below is provided as an initial guideline. The INSPIRE Governing Board will adopt comprehensive discipline, suspension and expulsion policies which will be in accordance with students' rights and with Section 33-205, Idaho Code and any other applicable law, including compliance with due process hearing provisions. The discipline policies will be developed to identify the types of conduct subject to discipline, to offer an opportunity for a hearing in which the student may present evidence to defend his/her actions, and, finally, to offer the student a forum in which to appeal an adverse decision. The School Handbook and the discipline policies will be approved by the INSPIRE Governing Board and will be reviewed at least once every three (3) years, more often if necessary. The Governing Board will review the policies to be sure they are within all current legal guidelines and are consistent with the school's mission and educational program.

Suspension: The INSPIRE principal may temporarily suspend any pupil for disciplinary reasons or for other conduct disruptive of good order or of the instructional effectiveness of the school. Violations that may lead to suspension include, but are not limited to, the following breaches of conduct, whether committed electronically or in person:

- *Cheating on tests or daily work:* A student who knowingly participates in copying, using another student's work and representing it as his or her own (for example, students transmitting their work electronically for another student's use), or who provides other students with test answers or answer keys, or otherwise uses unauthorized materials in an assignment or assessment situation.
- *Abusive conduct:* A student who uses or engages in using abusive language or conduct in the presence of others in person or electronically.
- *Vandalism:* A student who intentionally damages or destroys school property or records (physical or electronic). In these instances the school reserves the right to contact the proper law enforcement agency.
- *Theft and robbery:* A student who takes money or other property (physical or electronic) with the intent to deprive another person or the school of that property. The threat or the use of force or violence is considered a serious breach of conduct. In these instances the school reserves the right to contact the proper law enforcement agency.
- *Sexual harassment:* A student who subjects another to any unwelcome sexual advances including verbal harassment, unwelcome or inappropriate touching, or suggestions, requests, or demands for sexual favors.

- *Harassment/bullying:* A student who singles another out with antagonistic and threatening behavior, whether online or in person.

Due Process for Suspensions: Prior to suspending any student, the principal shall grant an informal hearing, convened with the student, parent/guardian, school principal and other staff members as appropriate, on the reasons for the suspension and the opportunity to challenge those reasons. At this hearing, the student and parent/guardian will be informed by the school principal of the charges. Should the student not admit to the charges, he or she will be provided an explanation of the evidence. The student will be provided with an opportunity to present his or her version of the occurrence. If the school principal determines that the occurrence justifies suspension, the student and parent/guardian will be informed and written notice will be sent to the student and parent/guardian. Students and parents/guardians will also be notified in writing of their rights.

Duration of Suspensions: A temporary suspension shall not exceed five (5) school days in length; and the head of school/superintendent may extend the temporary suspension an additional ten (10) school days. Provided, that on a finding by the Governing Board that immediate return to school attendance by the temporarily suspended student would be detrimental to other pupils' health, welfare or safety, the Governing Board may extend the temporary suspension for an additional five (5) school days. Any pupil who has been suspended may be readmitted by the principal who suspended him upon such reasonable conditions as said principal may prescribe.

Board Notification: The INSPIRE Governing Board shall be notified of any temporary suspensions, the reasons therefore, and the response, if any, thereto.

Expulsion: The Governing Board may deny enrollment, or may deny attendance at INSPIRE by expulsion, to any pupil who is an habitual truant, or who is incorrigible, or whose conduct, in the judgment of the board, is such as to be continuously disruptive of school discipline, or of the instructional effectiveness of the school, or 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. Specific violations by INSPIRE students that may lead to expulsion include:

- *Weapon or firearm:* The school shall expel from school for a period of not less than one (1) year, twelve (12) calendar months, or may deny enrollment to, a student who has been found to have carried a weapon (including a bomb or explosive) or firearms on school property or at any school sponsored event in this state or any other state, except that the Governing Board may modify the expulsion or denial of enrollment order on a case-by-case basis.
- *Controlled substances:* Possession of or sale of controlled substances or paraphernalia at the school or at any school-sponsored event.
- *Criminal behavior.*
- *Arson.*

Due process for Expulsions: If charges are brought against a student, which could result in an expulsion, the Governing Board will convene a formal expulsion hearing

which will include the student, parent/guardian, school principal, and other staff members as appropriate, presided over by a hearing officer (a neutral professional with experience in school discipline issues engaged as needed by the school for this purpose). No pupil shall be expelled nor denied enrollment without the Governing Board having first given written notice to the parent or guardian of the pupil, which notice shall state the grounds for the proposed expulsion or denial of enrollment and the time and place where such parent or guardian may appear to contest the action of the Board to deny school attendance, and which notice shall also 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 Governing Board shall grant the pupil and his parents or guardian a full and fair hearing on the proposed expulsion or denial of enrollment. However, the Board shall allow a reasonable period of time between such notification and the holding of such hearing to allow the pupil and his parents or guardian to prepare their response to the charge. Any pupil who is within the age of compulsory attendance, who is expelled or denied enrollment as herein provided, shall come under the purview of the juvenile corrections act, and an authorized representative of the Governing Board shall, within five (5) days, give written notice of the pupil's expulsion to the prosecuting attorney of the county of the pupil's residence.

Students with Disabilities: Discipline of students with disabilities shall be in accordance with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (sec. 504), the Individuals with Disabilities in Education Act, 20 U.S.C. 1400 et. seq. (IDEA), the American with Disabilities Act, 42 U.S.C. 12101 et. seq. (ADA). An authorized representative of the board shall report such student and incident to the appropriate law enforcement agency if there is an alleged violation of law.

Data Reporting on Suspensions and Expulsions: The school will include data on suspensions and expulsions in its annual performance report to the Idaho Department of Education and the Idaho Charter School Commission.

20. Include provision that ensures all staff members will be enrolled in and covered by Public Employee Retirement System, Federal Social Security, Unemployment Insurance/Worker's Compensation Insurance.

INSPIRE intends to attract and retain the highest-quality staff, and its employee benefits will reflect this intention. Among other benefits, INSPIRE staff will participate in:

- a. **Public Employee Retirement System (PERSI):** All eligible INSPIRE staff will be enrolled in PERSI, and the school will coordinate such participation, as appropriate, with the Social Security system or other reciprocal systems in the future. INSPIRE will make appropriate arrangements with the Idaho Department of Education to insure proper reporting of required payroll deductions and related data to the appropriate agencies. The school may also explore other retirement alternatives if feasible and if so directed by the Governing Board.
- b. **Federal Social Security:** As noted above, INSPIRE staff will have the same participation in Federal Social Security as do other Idaho public school employees.
- c. **Unemployment Insurance/Worker's Compensation Insurance:** INSPIRE staff will be covered for unemployment and worker's compensation, with all appropriate payroll deductions and reporting handled by the school.

21. Include a public school attendance alternative for students residing within the school district who choose not to attend the charter school.

As a charter school seeking original approval by the Idaho Charter School Commission, INSPIRE will not be authorized by or otherwise connected to any individual Idaho school district. However, as a statewide virtual charter school, INSPIRE will be a school of choice for students in every district. Each of these students will also have the choice to attend his or her local public school and/or an available public brick-and-mortar charter school rather enrolling in INSPIRE.

22. Describe the transfer rights of any employee choosing to work in a charter school, and the right of this employee to return to any non-charter school in the district.

As a statewide virtual charter school seeking approval by the Idaho Charter School Commission, INSPIRE will not be authorized by or otherwise connected to any individual school district. Therefore, the transfer and return rights of district teachers are not within INSPIRE's purview.

23. Include provision that ensures that the staff of the charter school shall be considered a separate unit for purposes of collective bargaining.

The INSPIRE staff will be considered its own unit for purposes of collective bargaining, should the staff choose to pursue a collective bargaining agreement.

24. Outline procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.

The Idaho Public Charter School Commission and the Board of Directors of INSPIRE will resolve disputes relating to the provisions of this charter by following procedures set forth in section 33-5209, Idaho Code, and the applicable rules of the State Board of Education, including a notice of defect and submission of a corrective plan of action.

25. Outline provisions for how special education services will be provided.

INSPIRE is committed to serving children with disabilities whether such children are currently or newly identified as disabled. The INSPIRE teaching staff will include at least one appropriately certified special education teacher, and together with the Connections Academy's Special Education Director and staff – who possess extensive experience in providing support and services to children with disabilities using the virtual school instructional model – INSPIRE will be able to effectively meet the needs of special learners.

As a public school INSPIRE shall, through its policies and procedures, comply with all applicable requirements of the Individuals with Disabilities Act, 20 U.S.C. 1400 et. Seq. (IDEA), and Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. 794 (sec. 504). INSPIRE will provide a free appropriate public education (FAPE) to children with disabilities, including, but not limited to, identifying, evaluating, planning educational programs, conducting IEP team meetings, arranging for the provision of any necessary related services through charter school staff and contractual arrangement with local school districts or private providers, and implementing placements in accordance with those Acts. To ensure that INSPIRE's special education services are in keeping with Idaho best practices, the INSPIRE Governing Board will review and adopt the *Idaho Special Education Manual, September 2001* (and any future updates of this manual) as its special education policy.

Specifically, INSPIRE will provide special education services as follows.

a. Identification/Evaluation

- **Coordination/Location:** INSPIRE will designate one staff member as its Child Find coordinator, who together with Connections Academy special education staff will conduct Child Find coordination and location activities. These activities shall include coordination with appropriate state and local organizations and agencies, as well as ensuring public awareness both inside and outside the INSPIRE community through outreach each fall about INSPIRE special education services and procedures.
- **Screening:** The INSPIRE principal and special education staff, together with the Connections Academy special education team, will regularly review assessment results and other data to identify any possible special education needs among INSPIRE students.
- **Prereferral:** The INSPIRE staff will form a Child Study team consisting of teachers, special education teacher, principal, and Connections Academy specialists to handle all prereferrals, which may be made by teachers, parents, or others. The Child Study team will determine if the student's needs can be met through curriculum modifications and interventions or if a formal referral for special education evaluation is warranted. If the former, the teacher then implements and documents suggested modifications, lesson adaptations, and alternative instructional strategies, as well as the student's level of success with each.

- Referral: If the Child Study team suspects that a student requires special educational services, the following procedures are implemented:
 - The INSPIRE teacher consults with the principal and Connections Academy Special Education Director to complete an official special education referral. The parent is notified of this referral.
 - Parental consent for the student evaluation is obtained and the appropriate evaluations are arranged. Parents are sent a copy of *Procedural Safeguards*.
 - Parent is invited to the interdisciplinary Child Study team meeting to review the assessment results. The team determines if the student has a disability and which least-restrictive special education services are required.
 - Individualized Education Plan (IEP) meeting is scheduled – at the INSPIRE office, at another mutually agreeable site, or by telephone – and the parents are invited to attend. IEP goals are formulated with parental consent.
 - IEP is implemented.

b. Programming

Since INSPIRE is a program focused on individualization, flexibility and personalization it is often a very good fit for students with special needs. INSPIRE can be an appropriate setting for students with special needs by providing:

- 1:1 individualized instruction
- A team of adults focused on student success
- Ongoing consultation with special educators and certified teachers to assist with adapting and modifying assignments to meet specific student needs
- Personalized Learning Plans
- A safe and directed environment
- Reduced environmental distractions
- Frequent progress checks, evaluations and reports
- Flexible schedule that allows for students to move at their own pace
- Ability to separate academics from socialization
- Recommendations for/provision of software (e.g., keyboarding or speech recognition software) to facilitate communication, organization and skill development and to address special needs.

These factors, along with the presence of a caring and committed adult – the learning coach – enable the regular INSPIRE program to provide programs for the large majority of students with special learning needs in the least restrictive environment as required by the *Idaho Special Education Manual, September 2001*. This is accomplished through the implementation of specific instructional approaches and learning strategies via a consultative service model, an approach that is already successfully demonstrated in other virtual schools. With specific guidance and specialized consultation from a certified special educator, learning coaches are able to utilize specific strategies and deliver individualized instruction in a much more personalized manner than is possible in many other settings. This model requires good communication between the special educator, the learning coach, and the student, but proves to be highly effective for students that require individualized instruction.

Some students also have specific needs that will require additional direct services (such as speech and occupational therapy, etc.). If it is determined that INSPIRE is a good educational fit for these students, INSPIRE will work with local school districts and other service providers to secure the services mandated by the IEPs (refer to 26d, Services, below for more information on securing related services).

c. Individual Education Plans (IEP)

- i. Development: See above.
- ii. Review: All families applying to INSPIRE must disclose if their child has an IEP in place. During the enrollment process INSPIRE will review the existing IEP and take one of the following actions:
 - The IEP already reflects a virtual environment, and the student continues through the enrollment process with the existing, compliant IEP.
 - The INSPIRE special education staff feels the student's needs can be appropriately met in the least restrictive environment in a virtual setting, but the IEP does not reflect such a placement. The student continues with the enrollment process, and within the first 90 days of school an IEP conference is held by the INSPIRE team to revise the IEP and document the student's official change of placement.
 - The IEP does not reflect a virtual placement, and the INSPIRE special education staff does not feel that the student's needs will be appropriately met in the least restrictive environment with a virtual setting. INSPIRE refers the student back to his or her current school/resident district to secure a setting in which the IEP can be effectively implemented.

To support enrolled students with IEPs in an ongoing manner, INSPIRE will:

- Provide Annual Reviews of the IEP including a review of student progress within the existing IEP, creation of new IEP goals; and obtaining parent consent for and approval of new IEP.
- Provide a qualified administrator to oversee IEP meetings.
- Participate in Tri-annual Reviews, in which students are formally reassessed every three years

In order to make efficient use of staff resources, IEP meetings may be held at the INSPIRE office, at another mutually agreeable site, or by telephone. Specific arrangements will be made on a case-by-case basis and will be in accordance with all applicable law

- iii. Revision: See above.

d. Services

Although most special education services can be delivered within INSPIRE's consultative model (as described in 26b above), the school also provides a variety of additional related services to students with special needs. In accordance with each student's IEP, INSPIRE will secure any IEP-mandated related services by contracting with local school districts or private service providers. Such services may include, but are not limited to, speech-language therapy, occupational therapy, or even specialized direct resource instruction (if specifically required by the IEP). The school then facilitates arrangements between the

families and service providers to ensure that proper scheduling, facilities use, and consistent student attendance occurs. Such service models have been successfully implemented by existing virtual schools in Idaho and by Connections Academy virtual schools in other states, as evidenced by sample contracts in Exhibit H.

Specific services will be arranged once the INSPIRE charter has been approved and the actual needs of enrolled INSPIRE students have been determined based on IEP review. However, the INSPIRE team has had initial discussions with selected school districts around Idaho to begin assessing where services may be available through districts and where private arrangements will need to be made. In these initial discussions, for example, Boise School District and Coeur D'Alene School District have both confirmed their interest in and ability to provide services to INSPIRE students on a contract basis. Idaho Falls School District has indicated that it cannot provide such services itself, but has referred the INSPIRE team to a credible private provider in the area from whom services can be contracted. Based on the specific needs of enrolled students, the INSPIRE and Connections Academy special education staffs will conduct similar discussions with both school districts and private providers in the immediate geographic area of each student in need of services, and expects to execute contracts similar to those shown in Exhibit H.

e. Discipline Policy

As noted above, the INSPIRE Governing Board is expected to adopt the *Idaho Special Education Manual, September 2001* (and any future updates of this manual), including its discipline provisions, as its special education policy.

Discipline of students with special needs is also described in Element 19, above.

f. Budget

INSPIRE will have LEA status for purposes of seeking federal funding, a significant portion of which will be sought for special education services. From Year 1 forward, INSPIRE intends to have at least one teacher on staff who has special education certifications, and will be fully supported by the Connections Academy Director of Special Education. As enrollment grows, the school may employ one or more local specialists who will coordinate IEP development, review and revisions and assist teachers in making necessary curriculum modifications.

The budget projection on the following page provides INSPIRE's estimated special education costs, based on an assumption of 12% of total ADA classified as special education with a distribution of specific special education needs based on experience in other Connections Academy schools of similar size.

ESTIMATED BUDGET FOR SPECIAL EDUCATION

	Year 1	Year 2	Year 3	Year 4	Year 5
Enrollment - Total	520	1,040	1,560	2,080	2,925
ADA (95% attendance)	494	988	1,482	1,976	2,779
Special Education Enrollment	59	119	178	237	333
SPECIFIC NEEDS – ANTICIPATED NUMBER OF STUDENTS (based on Connections Academy schools nationally)					
Autism	1	2	3	3	5
Emotionally Impaired	6	12	18	24	34
Gifted	2	3	5	7	10
Hearing Impaired	1	2	3	3	5
Mental Retardation	3	5	8	10	15
Multiple Disabilities	1	2	3	3	5
Other Health Impaired	1	2	3	3	5
Physical Disability	2	3	5	7	10
Specific Learning Disability	37	73	110	146	206
Speech/Language	6	12	18	24	34
TBI	1	2	3	3	5
COST OF SERVICES (based on Connections Academy schools nationally)					
Autism	\$ 16,379	\$ 32,757	\$ 49,136	\$ 65,515	\$ 92,130
Emotionally Impaired	\$ 86,348	\$ 172,697	\$ 259,045	\$ 345,393	\$ 485,709
Gifted	\$ 17,435	\$ 34,871	\$ 52,306	\$ 69,741	\$ 98,074
Hearing Impaired	\$ 13,944	\$ 27,888	\$ 41,832	\$ 55,776	\$ 78,434
Mental Retardation	\$ 39,334	\$ 78,668	\$ 118,002	\$ 157,336	\$ 221,254
Multiple Disabilities	\$ 17,520	\$ 35,040	\$ 52,560	\$ 70,079	\$ 98,549
Other Health Impaired	\$ 11,515	\$ 23,030	\$ 34,545	\$ 46,061	\$ 64,773
Physical Disability	\$ 26,139	\$ 52,278	\$ 78,417	\$ 104,556	\$ 147,032
Specific Learning Disability	\$ 386,572	\$ 773,144	\$ 1,159,716	\$ 1,546,287	\$ 2,174,467
Speech/Language	\$ 66,870	\$ 133,739	\$ 200,609	\$ 267,478	\$ 376,141
TBI	\$ 14,421	\$ 28,841	\$ 43,262	\$ 57,683	\$ 81,117
Total Cost of Special Ed	\$ 696,476	\$ 1,392,953	\$ 2,089,429	\$ 2,785,905	\$ 3,917,680
Regular Per Pupil Funding (est. \$5,000 per student)	\$ 296,400	\$ 592,800	\$ 889,200	\$ 1,185,600	\$ 1,667,250
Special Education Funds Required	\$ 400,076	\$ 800,153	\$ 1,200,229	\$ 1,600,305	\$ 2,250,430

g. Transportation

It is anticipated that many INSPIRE special education students will require modified curriculum and instructional strategies to meet their IEPs, which means that their transportation needs will be limited to bringing the school services to their homes via technology. For students who require outside services, such as speech therapy or occupational therapy, INSPIRE will arrange for these services to be provided within convenient driving distance of the students' homes; parents will be expected to provide transportation to these services, with reimbursement for mileage available from the school consistent with Idaho Code § 33-1503. If parents are unable to provide necessary transportation due to economic need or other circumstances, INSPIRE will work with the family to provide for alternative transportation (such as appropriately insured and certified local medical van service). Estimated transportation costs are included in the budget above.

26. Describe the manner in which gifted and talented students will be served including a plan for identification and service.

INSPIRE will use its placement process, parent input, and teacher observation to identify gifted and talented students, which as defined in IDAPA 08.02.03.999 and Idaho Code 33-2001 are those students "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."

INSPIRE's Personalized Learning approach will ensure that gifted and talented students are provided with the most appropriate curriculum, pacing, and teaching approach from day one. INSPIRE teachers work closely with Connections Academy curriculum specialists and learning coaches to assure a steady flow of enrichment activities for these students.

In the INSPIRE virtual environment, students are able to work significantly above grade level and pursue their special talents and interests without fear of ostracism or other negative social repercussions that gifted students sometimes face in a more traditional school setting.

27. Describe the manner by which Limited English Proficiency services will be provided.

INSPIRE will utilize required criteria and procedures to identify students who are Limited English Proficiency (LEP) and meet their learning needs.

During the enrollment process, the parents of all incoming INSPIRE students will be asked to indicate the language(s) spoken in their home; Connections Academy enrollment counselors may also inquire about language learning needs while facilitating completion of the enrollment process for incoming families. Students who are identified through this process as possibly needing language assistance will be tested using a standardized English language proficiency test such as Language Assessment Scales or the Language Proficiency Testing Series to verify the need.

INSPIRE anticipates that a portion of its LEP students can be very effectively served by the basic INSPIRE program. The individualized pace of the program allows students to move more quickly through subjects where language is not a factor and spend more time on reading and writing activities. A Connections Academy curriculum specialist with LEP/ESL training is available to work with INSPIRE teachers, learning coaches and students to adapt the core material for LEP students and provide appropriate supplemental resources, including various technologies that can facilitate language acquisition.

To meet the needs of LEP students with less English speaking proficiency, Connections Academy will deploy a more comprehensive English as a Second Language (ESL) instructional approach, including adapted materials for students and parents and special training for teachers certified to teach ESL. Additional services may be provided through programs already in place for public school students.

28. Describe facilities to be used by the school.

As a virtual charter school, INSPIRE will not require a physical facility for day-to-day learning. Students will work from the setting of their families' choice, such as the home or a supervised community location.

INSPIRE does anticipate leasing permanent office space to serve as a "teaching center" where administrative and teaching staff will work and where families may periodically meet with staff and use school resources. The facility selected will be in an attractive and safe area in the Boise metropolitan area (possibly on the campus of Boise State University) providing good access for administrators and teachers and any students or parents who visit the school. The facility will have a certificate of occupancy, be air-conditioned, heated and illuminated with fluorescent lights, provide male and female bathrooms and parking, will be handicapped accessible, and will be fully equipped with sprinklers and other fire safety equipment.

The facility will provide the necessary infrastructure to support the required computer network. Should there be a need for further renovations, they will be made in compliance with applicable building and safety codes and will be completed prior to the beginning of the school year.

The INSPIRE budget includes funds for lease of such a facility, estimated at current market prices. INSPIRE has also included a budget provision for contracting for cleaning service for its administrative offices. Facility maintenance will be the responsibility of the commercial space provider.

29. Outline the manner in which administrative services of the school are to be provided.

INSPIRE intends to contract with an educational management organization that has a proven track record in providing administrative support services to virtual public schools across the nation and that also provides the Connections Academy curriculum and technology services described above.

All contracting will be conducted by the Governing Board consistent with the provisions of Idaho Code §§ 33-601 and -507, as well as all Idaho statutory provisions regarding conflict of interest and ethical provisions. The Governing Board will execute a detailed management contract with the selected educational management organization, which will be expected to provide a complete range of services from coordination of school start-up activities, recruiting of staff for Governing Board approval, planning and coordination of student outreach/marketing, grant-writing, financial and payroll management, human resources management, and facilitation of financial and program audits.

The management contract will detail those services which the management organization will provide directly and those services for which it will serve as a payment agent for the Governing Board. The contract will also include specific terms for performance by the management organization and a process by which the contract can be terminated for non-performance or breach.

The contracted management organization will present a summary of each charge every month, provide monthly financial statements as outlined in the financial statement section and will also provide an updated annual forecast to the Governing Board at each of its meetings.

All certificated employees will be hired by the Board and will be employees of INSPIRE. In general all classified employees will be employees of INSPIRE. In employing these individuals, the Board will be in strict compliance with Idaho Code §§33-513, -514, -514A, -515, -515A, -516, -517-517A and -518.

30. Describe potential civil liability effects upon the school and upon the district.

As a public charter school, INSPIRE has the same civil liability as a traditional public school district, and its employees, trustees and officers shall enjoy the same immunities as employees, trustees and officers of traditional public school districts and other public schools. INSPIRE will have appropriate insurance coverage for such liability (see Exhibit I).

INSPIRE is seeking its public charter school authorization from the Idaho Charter School Commission, which shall have no liability for the acts, omissions, debts or other obligations of a public charter school, except as may be provided in the charter. No local public school district shall have liability for INSPIRE's acts, omissions, debts or other obligations.

31. Include documentation of organization under the Idaho Nonprofit Corporation Act.

See Exhibit B, Articles of Incorporation and initial Bylaws.

32. Include documentation regarding insurance for liability and property loss.

See Exhibit I for certificate of insurance documenting coverage for INSPIRE and the State Board of Education for liability and property loss.

INSPIRE will also purchase insurance for Errors and Omissions as recommended in Idaho Code, Section 33-5204(2). Funds for this insurance coverage are included in the budget line item for liability insurance.

33. Describe the manner by which eligible students from the charter school shall be allowed to participate in dual enrollment in non-charter schools within the District as provided for in Chapter 2, Title 33, Idaho Code.

According to Title 33, Section 203 of the Idaho Code, the parent or guardian of a child of school age who is enrolled in a public charter school shall be allowed to enroll the student in a public school for dual enrollment purposes.

Since the INSPIRE program is full-time and provides a comprehensive, integrated curriculum, it is anticipated that such requests will be for supplementary and enrichment courses, and will be handled by INSPIRE on a case-by-case basis.

INSPIRE will establish a clear policy and procedure by which INSPIRE students may request dual enrollment and by which INSPIRE will work out financial arrangements with the public school district(s) in which its students may dual-enroll.

34. Describe the compact and contiguous attendance area of the charter school.

As a virtual charter school, INSPIRE will serve the entire state of Idaho. See Element 17 for a discussion of how INSPIRE will inform families in every region of the state about enrollment opportunities at the school.

35. Outline transportation services for students, including estimated first year cost.

Students at INSPIRE will not require transportation services for regular school activities. INSPIRE expects to collect "transportation equivalent" funds to cover the cost of transporting the virtual charter school to all of its students as provided for in SB 1443 passed in 2004, but will include such funding in its budget only pending consultation with the Department of Education regarding the process for doing so.

While INSPIRE will help facilitate local extracurricular and recreational activities among INSPIRE students and their families, the families will be responsible for providing their own transportation for these activities. Any parent transporting students other than their own children in their car to school organized events will sign appropriate waivers/release forms and will provide proof of liability insurance to the school.

The only required school events that may require students to report somewhere other than their home or immediate neighborhood will be: a) special orientation sessions, and b) state standardized tests, which students will take at proctored locations.

INSPIRE families who do not have ready transportation to required face-to-face events and cannot be accommodated through parent carpools may request transportation assistance from the school. INSPIRE may provide such assistance either directly, by arranging for a vehicle, or indirectly, through reimbursement for public or private transport consistent with in lieu payment pursuant to Idaho Code § 33-1503.

INSPIRE proposes a budget of \$2,600 to cover its first year transportation costs as defined under Idaho Code § 33-5208(4). This fund does not include transportation for special education students to IEP-required outside service providers, nor does it include transportation for testing, as both of these are covered in other areas of the budget. Experience by Connections Academy virtual schools in other states suggests that the modest transportation funds budgeted will be sufficient to meet transportation needs described in this section.

If INSPIRE provides transportation for any special event, school administrators will assure that such transportation meets all applicable safety standards and bears any motor vehicle insurance required under Idaho law.

36. Outline provisions for Child Nutrition.

Since students will attend INSPIRE from their homes, the school will not provide Child Nutrition or meal services. As a charter school, INSPIRE is not required to provide these services, and parents will be fully informed of this fact prior to their students' enrollment in the school so that they may make the best school choice for their family.

For purposes of demographic documentation, however, INSPIRE will request during the enrollment process that families who qualify for Free or Reduced Price Meals – based on past eligibility for these services or current family income – so identify themselves. The purpose of collecting this information is to ensure that the school will be prepared to arrange supplemental educational resources available to students and the school based on incidence of poverty. These resources may range from Title I services to E-rate funding for school technology. Parents will be fully informed that volunteering this information will not entitle their family to meal service.

37. Include a provision that ensures a policy of Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene, child pornography, or harmful to minors (Children's Internet Protection Act).

INSPIRE facilitates access to electronic mail, groupware, and the Internet via a provided computer and subsidized Internet connection. As shown in the budget table on page 60, the Year 1 cost for hardware for students is projected to be \$316,333, while the software cost (including student information system) is expected to be \$312,000.

As stated in the sample Parent/Learning Coach Agreement (see Exhibit G), "The Parent shall take full responsibility for the student's use of the Internet, and hereby hold the school harmless for any actions or activities resulting from the student's use."

While the parent/learning coach is ultimately responsible for acceptable and safe computer use, the school requires that parents and students agree to follow a set of acceptable use guidelines. Consequently, before using the school computer to access electronic mail, groupware, or the Internet, all students under the age of 18 must obtain parental permission and must sign the *Internet and Electronic Mail Acceptable Use Policy and Permission Form* described below and return it to the school principal. This form will be provided prior to a student receiving his or her computer. Students who are 18 and older may sign their own forms.

The INSPIRE *Internet and Electronic Mail Acceptable Use Policy and Permission Form* forbids the following computer or Internet activities:

- Sending or displaying offensive messages or pictures
- Sending or displaying racist, prejudice, or discriminatory messages or pictures
- Using obscene language
- Harassing, insulting, or attacking others
- Damaging computers, computer systems, or computer networks
- Violating copyright laws
- Using another's password (with the exception of parents, students, or learning coaches assisting students)
- Trespassing in another's folders, work, or files
- Accessing or sending pornographic material
- Intentionally wasting limited resources
- Employing the computer for commercial purposes.

Violation of any of the above may result in the loss of a computer as well as other disciplinary or legal action.

The Learning Management System includes several unique and proprietary features designed for student safety:

- Webmail: INSPIRE families do not use ISP e-mail services that subject them to unsafe content and spam. Rather, they use a completely enclosed mail system that only permits communication with other families in the school and with the school staff and technology support team. Parents can further restrict access by defining if their students can receive mail from other students.
- Virtual library: The school provides a "virtual" library that contains pre-screened content that provides a variety of safe and secure educational resources.
- Pre-screened links: Any lessons that contain links to outside web sites are all pre-screened for appropriate content.
- Filter software: Parents are instructed on how to adjust their browser's security settings in order to restrict access to inappropriate content. Parents may also request at no charge a filtering program that also contains further safeguards including the ability to restrict the student's time online.

However, it is important to note that students can go outside the bounds of the Learning Management System if permitted by their parents. The school believes that it is important to permit parents to make this choice because of the rich variety of material that is available outside the pre-screened content. Families should be warned that INSPIRE is not able to ensure that any inappropriate material on the Internet will not be accessible by students.

All computers provided by the school are configured with anti-virus and anti-popup protection software and technical support is available to assist with its use. Parents are also given guidelines to assist them with selecting an Internet Service Provider⁵ that provides adequate protective measures for inappropriate content.

The parent will be ultimately responsible for the student's use of the Internet and for setting and conveying the standards that their children should follow when using media and information sources. To that end, the school will support and respect each family's right to decide how to manage access for their children. INSPIRE strongly recommends that student Internet time be supervised.

⁵ Families receive reimbursement for their ISP but are able to select their own provider.

38. A virtual charter school that is approved by the school district board of trustees must include a statement declaring if the school wishes to be considered an LEA for purposes of federal formula funding.

INSPIRE is a virtual charter school that is petitioning for approval by the Idaho Charter School Commission rather than a school district. The school does wish to be considered an LEA for purposes of federal formula funding.

39. Tracking form signed by local board chair and stamped with SBOE tracking number.

Attached as cover sheet before Table of Charter Elements.

40. BUDGET (REVISED MARCH 2005)

Overview: This revised budget for INSPIRE was prepared in response to two developments: recent action by the Idaho State Legislature to manage charter school enrollment growth and inquiries from the Idaho Charter School Commission concerning INSPIRE's ability to operate with a larger reserve. The INSPIRE Board appreciates both the fiscal concerns of the Legislature and the thoughtful questioning of the Commission, and so took advantage of this opportunity to further refine its financial analysis. The following revised budget reflects both more modest year-over-year enrollment growth and a significantly increased contingency fund than included in the original INSPIRE budget. Specifically:

Enrollment growth: In the week following INSPIRE's presentation to the Commission on March 3, the Joint Finance and Appropriations Committee of the Idaho State Legislature approved language to limit year-over-year enrollment growth by charter schools to no more than 20 additional support units per year. The INSPIRE Board embraces this policy of managed growth and has chosen to revise the proposed school budget accordingly. INSPIRE's original enrollment plan included a modest 520 students in Year 1 with proposed growth based on experience of other virtual schools within Idaho, balanced by commitment to quality service to students and families. The revised budget reflects slower enrollment growth within the "20 additional support units" limit for Years 2-5, with attendant revenue reductions and cost savings throughout.

Contingency fund: Since the original INSPIRE budget was prepared, additional favorable information has been obtained concerning certain cost assumptions, including the signing of a memorandum of understanding with Boise State University that provides a number of cost advantages to the school. In an effort to further demonstrate the financial viability of the school, several cost assumptions have been increased – for example, additional administrative personnel have been added in the fifth year of the school to accommodate maximum enrollment. Further, the original budget assumed very aggressive reuse of certain curriculum elements in order to lower the overall cost of the curriculum. With further discussion, this assumption did not consider the cost of lesson plans that are licensed per student; no reuse available in Year 1; return postage and refurbishment costs for texts and other non-consumables; as well as the need for a reserve for students who fail to return materials. Therefore, in order to be more conservative, the overall costs have been increased. (There was no change in the cost per grade.) However, the increases are also offset by lowering the number of curriculum sets required to be purchased for students who start school during the year. This is appropriate because, with a relatively small number of exceptions, departing students will not be replaced until their materials are received back and then they can be redeployed within the same school year. This is consistent with the expected terms of the curriculum license. The net effect of these changes is to more than double the amount of the contingency reserve while increasing the overall conservatism of the budget assumptions. The new contingency reserve is in keeping with the industry standard of approximately 3% for virtual charter schools nationally.

Changes from the previous budget narrative are noted below in *italics*.

The INSPIRE five-year budget shown on the following pages represents the founding group's best estimates for revenues and costs for this statewide virtual school.

The year-by-year enrollment estimates, *adjusted in Years 2-5 to fall within the limit of 20 additional support units per year*, assume a daily attendance estimate of 95%, plus a modest inflow of students during the year to balance students leaving the school because of moves out of state, family life changes, and so on. The grades 9-12 enrollment assumes the addition of one high school grade per year, with the understanding that the addition of grade levels may take place more quickly depending on demand and curriculum readiness.

The revenues shown are based on an assumption of approximately \$5,000 per student in base ADA funding. This does not include transportation equivalency funding (to defray cost of "transporting the school to the student") as provided for in SB 1443 passed in 2004; although INSPIRE intends to claim this funding, we will include it in the budget only pending consultation with the Department of Education regarding the process for doing so. Additional funding for Title I and special education costs are also not included in this budget because these are assumed to be available based only on documented student need and will be spent for those purposes only. A separate budget of estimated costs for special education is shown on page 43 *of the original charter document*.

In addition to the school implementation grants of \$50,000, \$150,000 and \$150,000 for years 1, 2 and 3 of the school's operation respectively, \$125,000 in research grants (\$25,000 for year 2, and \$50,000 each in years 4 and 5) has been budgeted to provide specifically for research on issues of scholarly interest, such as virtual school instructional models, curriculum design, technology innovations, and variables for student achievement. This grant would be used to fund part of the research program with Boise State University. In the event that these grants are not received, the research program would still continue, but on a more modest scale (the grant funds only represents 27.9% of the budgeted research expenditures).

Staff costs assume a student-to-teacher ratio of 50:1, which has been demonstrated to be very effective in providing personalized instruction in other Connections Academy virtual schools across the country. We provide for one principal *in Year 1*, with assistant principals and additional administrative support staff added as the school grows.

Curriculum costs are based on cost of curriculum materials in each grade level, as calculated by estimated enrollment at each grade level. Costs for the Connections Academy curriculum chosen by INSPIRE are higher than some other virtual schools because of the extensive use of printed as well as online materials and the need for pre-written detailed lesson plans for every subject. *Curriculum costs will vary depending on the timing of replacement students – i.e., if a student leaves mid-year, his or her materials must be returned prior to being able to reuse them for another student. This budget includes an assumption that there will not be a direct matching of all replacement students by grade or time of departure – i.e., the school will be able to purchase some additional sets of curriculum in order to ensure that students who enter the school mid-year can be accepted if sufficient teaching staff is available to serve them.*

Computer costs are one per household with based on an estimate of 1.4 INSPIRE students per household. *This assumption is based on information provided by our proposed technology vendor based on experience in other similar schools.* Computer costs are based on leasing the equipment, but providing all repair services for hardware and software including the costs of

shipping the computers to and from the student. Further, the cost includes any losses associated with damage caused by the user that is not collectible from the family due to inability to pay.

The Education Resource Center refers to the curriculum specialists, special education resources, and related support that Connections Academy will make available to the INSPIRE teachers and principals.

Capital expenditures will include office equipment, furniture, and essential renovations for the Boise-area teacher center that will serve as the primary office for the INSPIRE teachers and administrative staff. *The proposed partnership with Boise State University provides many benefits including the ability to obtain space at favorable rates and share infrastructure including Internet access and other office costs. The school also intends to take advantage of the shift to Internet-based telephony in its later years of operation which will also have a favorable impact on costs.*

INSPIRE FIVE-YEAR BUDGET

	Year 1	Year 2	Year 3	Year 4	Year 5	Comments
Enrollment - Total	520	849	1,164	1,486	1,811	See Enrollment worksheet
ADA (95% attendance)	494	807	1,106	1,412	1,720	
REVENUES						
ADA Funding	2,470,000	4,032,750	5,529,000	7,058,500	8,602,250	Base per-pupil funding (excl. transportation)
Grants/Donations	50,000	175,000	150,000	50,000	50,000	Added research grant
EXPENSES						
Salaries and Benefits						See Staff worksheet
Teachers	384,800	679,200	931,200	1,188,800	1,448,800	
Principal/Administrators	90,000	157,500	157,500	180,000	247,500	Net increase of \$12,500, chged timing
Support Staff	24,000	48,000	48,000	48,000	72,000	-1 in yr 3-5, orig. overly conservative
Benefits (30%)	149,640	265,410	341,010	425,040	530,490	
Subtotal	648,440	1,150,110	1,477,710	1,841,840	2,298,790	
Books and Supplies						
Classroom supplies	11,993	11,993	11,993	23,985	23,985	School curriculum sets
Computer Equipment	271,143	442,693	606,943	774,843	944,307	Computer, printer and Internet - 1 per household, 1.4 students in each
Office supplies	6,760	11,037	15,132	19,318	23,543	Slight decrease, BSU leverage
Software - student and SIS	312,000	509,400	698,400	891,600	1,086,600	Per enrollment
HW/SW- teachers	2,600	4,245	5,820	7,430	9,055	Per enrollment
Texts and instructional materials	513,279	838,522	1,148,798	1,467,692	1,788,537	Increased as per intro comment
Subtotal	1,117,774	1,817,889	2,487,085	3,184,868	3,876,027	Per enrollment
Services and Contracts						
Banking fees	250	250	250	250	250	
Bookkeeping & Audit	0	7,500	15,000	25,000	40,000	
Community outreach/recruiting		169,800	232,800	260,050	226,375	Decr. yr 5; orig overly conservative

Education Resource Center	65,520	106,974	146,664	187,236	228,186	Per enrollment
School Administration	378,000	631,163	851,850	1,066,275	1,297,838	Per mgmt. Contract - minor incr for fee on new grants
Transportation - Special events	2,600	4,245	5,820	7,430	9,055	Contingency for transportation needs
Copiers/Reproduction	3,000	6,000	9,000	12,000	15,000	
Research	49,400	80,655	82,935	105,878	129,034	Sliding scale from 2% to 1.5% - reduced based on BSU discussions; will vary based on research receipts
Equip maintenance & repair	3,000	4,000	5,000	6,000	7,000	Estimated
Insurance - Liability	10,000	16,980	23,280	29,720	36,220	Estimated
Insurance - Property	5,000	5,500	6,000	6,500	7,000	Estimated
Legal/accounting	5,000	7,000	9,000	11,000	15,000	Estimated
Postage	17,160	28,017	38,412	49,038	59,763	Per enrollment
Student testing & assessment	13,000	21,225	29,100	37,150	45,275	Per enrollment
Staff recruiting	7,800	12,735	17,460	22,290	27,165	Per teacher
Staff training	5,200	8,490	11,640	14,860	18,110	Per enrollment
Software support	20,800	33,960	46,560	59,440	72,440	Per enrollment
Travel & conferences	5,000	5,000	5,000	5,000	5,000	
Special education - excess	21,840	35,658	48,888	62,412	76,062	
Subtotal	612,510	1,185,152	534,659	1,967,529	2,314,772	
Facilities						
Capital expenditures	10,000	10,000	10,000	15,000	15,000	Reduced year 1 & 2 for BSU leverage
High speed Internet	0	0	0	0	0	Anticipate using BSU access
Phone	13,000	21,225	29,100	27,863	33,956	Lowered yrs 4 & 5 for IP telephony
Rent/lease/mortgage	14,880	25,176	32,736	40,464	50,664	Reduced base rent from previous based on BSU discussions
Subtotal	37,880	56,401	71,836	83,327	99,620	
TOTAL EXPENDITURES	2,416,664	4,209,552	5,621,290	7,077,563	8,589,210	
Revenues less expenditures	103,336	-1,802	57,710	30,937	63,040	
Cumulative fund balance	103,336	101,534	159,244	190,181	253,221	
Contingency (as percentage of non grant revenues)	4.18%	2.52%	2.88%	2.69%	2.94%	
Previous submission reserve	40%	74%	2.12%	1.65%	2.49%	

INSPIRE Staff Costs	Year 1	Year 2	Year 3	Year 4	Year 5
Number of Classroom Teachers	10.4	17.0	23.3	29.7	36.2
Teacher Salary	37,000	40,000	40,000	40,000	40,000
Student to Teacher Ratio	50	50	50	50	50
Number of Students	520	849	1,164	1,486	1,811
Teacher Compensation					
	384,800	679,200	931,200	1,188,800	1,448,800
Benefits	30%	30%	30%	30%	30%
Benefits \$	115,440	203,760	279,360	356,640	434,640
Principals (see note below)	90,000	157,500	157,500	180,000	247,500
Secretary/Bookkeeper	24,000	48,000	48,000	48,000	72,000
Administrative Salaries	114,000	205,500	205,500	228,000	319,500
Benefits	30%	30%	30%	30%	30%
Benefits \$	34,200	61,650	61,650	68,400	95,850
TOTAL STAFF COSTS	648,440	1,150,110	1,477,710	1,841,840	2,298,790

Note: Asst. principals added as school grows; 2 full principals in Year 4.

Enrollment Worksheet Enrollment	Year One	Year Two	Year Three	Year Four	Year Five
K	40	67	89	113	138
1	40	67	89	113	140
2	40	67	89	113	140
3	40	67	89	113	140
K-3	160	268	356	452	558
4	40	67	89	115	140
5	40	67	89	115	140
6	40	67	89	115	140
4-6	120	201	267	345	420
7	40	67	89	115	140
8	40	67	89	115	140
7-8	80	134	178	230	280
9-12 (see note below)	160	246	363	459	553
Total	520	849	1164	1486	1811
Average enrollment (95%)	494	807	1106	1412	1720
During the year starts	36	59	81	104	127

Curriculum Cost Worksheet

These costs represent the 03-04 school year and will be updated for 04-05

K	\$ 529	\$ 529	\$ 529	\$ 529	\$ 529
1	\$ 845	\$ 845	\$ 845	\$ 845	\$ 845
2	\$ 904	\$ 904	\$ 904	\$ 904	\$ 904
3	\$ 974	\$ 974	\$ 974	\$ 974	\$ 974
4	\$ 1,009	\$ 1,009	\$ 1,009	\$ 1,009	\$ 1,009
5	\$ 998	\$ 998	\$ 998	\$ 998	\$ 998
6	\$ 1,047	\$ 1,047	\$ 1,047	\$ 1,047	\$ 1,047
7	\$ 1,061	\$ 1,061	\$ 1,061	\$ 1,061	\$ 1,061
8	\$ 1,025	\$ 1,025	\$ 1,025	\$ 1,025	\$ 1,025
9	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900
10	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900
11	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900
12	\$ 900	\$ 900	\$ 900	\$ 900	\$ 900
Avg K-12	923	923	923	923	923
Total curriculum costs	\$ 513,279	\$ 838,522	\$ 1,148,798	\$ 1,467,692	\$ 1,788,537
Full set	\$ 11,993	\$ 11,993	\$ 11,993	\$ 11,993	\$ 11,993

Grades 9, 10, 11 and 12 will be offered as shown, based on demand

New grades may be offered sooner based on demand and curriculum availability

See comments in introduction about changes in curriculum overall cost assumptions (no changes in cost of individual grades).

EXHIBITS

- A Elector Petition Forms
- B Articles of Incorporation and Bylaws
- C1 K-8 Curriculum Catalog (see pocket of binder)
- C2 9th Grade Curriculum Overview
- D Learning Management System Highlights
- E Network Infrastructure and Security
- F Parent Satisfaction Survey
- G Sample Parent/Learning Coach Agreement
- H Sample Special Education Services Contracts
- I Insurance Certificate
- J Sufficiency Review & Disposition of Issues
- K Commission Staff Feedback and Petitioner Responses
- L Memorandum of Understanding with Boise State University, 3/3/05
- M Proposed Policies
- N Sample Personalized Learning Plan

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 school district in which the new charter school will be established.

<u>Name of Proposed New Charter School</u>		<u>INSPIRE Connections Academy</u>			
<u>Regional Classification #</u> (Refer to page 66)		<u>School District #</u> (Refer to page 66)			
<p>▪ I am currently a qualified elector in the above-named school district.</p> <p>▪ I agree that the above-named proposed new charter school should be approved as an Idaho Public Charter School.</p>					
<u>Elector's Printed Name</u>	<u>Elector's Signature</u>	<u>Street Address</u>	<u>City</u>	<u>Telephone</u>	<u>Date</u>
1. <u>Christine Sorenson</u>	<u>[Signature]</u>	<u>1205 Jefferson</u>	<u>Boise</u>	<u>345-7090</u>	<u>1/19/05</u>
2. <u>Rick Whiting</u>	<u>[Signature]</u>	<u>1009 West Spring</u>	<u>Boise</u>	<u>367-9235</u>	<u>1/19/05</u>
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Regional Classification #		School District #			
(Refer to page 66)		(Refer to page 66)			
* 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 Swaine K. Mohr	<i>Swaine K. Mohr</i>	1503 Martin	Boise	344-5833	11/19/05
2 Patsy Lourey	<i>Patsy Lourey</i>	1907 Lake View	Boise	943-7420	
3 Ian Adams	<i>Ian Adams</i>	11300 W. Arizona	Boise	883-5779	11/19/05
4 Shi Dao	<i>Shi Dao</i>	High Washington	Boise	331-9011	
5 Bruce Jackson	<i>Bruce Jackson</i>	217 Solista	Boise	336-5583	11-19-05
6 AMILLE THON	<i>Amille Thon</i>	408 S.S	BOISE	424-8541	11/19/05
7 James Jones	James Jones	1008 W. H. St. N.	Boise	343-3358	11/19/05
8 James Jones	James Jones	1416 E. Harbor	Boise	386-9683	11/19/05
9 Terri Kowczanski	<i>Terri Kowczanski</i>	5888 Parkview	Boise	270-3059	11/19/05
10 D Mueller	<i>D Mueller</i>	7049 High Meadow	BOISE	336-2038	11/19/05
11 John Eylon	<i>John Eylon</i>	265 E. Elmwood	Boise	342-1212	11/19/05
12 Danna Eylon	<i>Danna Eylon</i>	265 E. Elmwood	Boise	342-1212	11/19/05
13 John Gabelek	<i>John Gabelek</i>	928 W. Main St	Boise	440-2233	11/19/05
14 Wael Morcos	<i>Wael Morcos</i>	1069 Vine St	Boise	703-8607	11/19/05
15 Sam Gertsch	<i>Sam Gertsch</i>	1637 Martha St	Boise	880-9160	11/19/05

Petition to Establish a NEW Idaho Public Charter School

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Name of Proposed New Charter School		INSPIRE Connections Academy			
Regional Classification # (Refer to page 66)		School District # (Refer to page 66)			
<p>I am currently a qualified elector in the above-named school district.</p> <p>I agree that the above-named proposed new charter school should be approved as an Idaho Public Charter School.</p>					
Elector's Printed Name	Elector's Signature	Street Address	City	Telephone	Date
01-1 TAMMY L. JONES	<i>Tammy L. Jones</i>	5913 J. Jackson Way	Boise	342-3409	1-19-05
02- VIRGINIA SPICHER	<i>Virginia Spicher</i>	413 WENVIEW	BOISE	376-2281	1/19/05
03- EDERIC COZZY	<i>Ederic Cozzy</i>	2524 S. Stonecroft	"	345-7415	1/19/05
4- JACKIE THECKER	<i>Jackie Thecker</i>	2620 Silvest Stone	Meridian	846-9292	1-19-05
5- Robert GARNER	<i>Robert Garner</i>	2490 Emerald Ave	Boise		1-19-05
6- TERENCE A. CLACKSON	<i>Terence A. Clackson</i>	1285 E. Linden	Caladwell	459-2168	1-19-05
07- PEGGY FRITH	<i>Peggy Frith</i>	2661 W 80th Ave	Meridian	850 9981	1-19-05
8- CHRIS	<i>Chris</i>	1407 ELWOOD	BOISE	330-9009	1-19-05
9- LISA D. SHING	<i>Lisa D. Shing</i>	307 E. 87th #11	COREDCITY	208-347-1115	1-19-05
10- TIM NAD	<i>Tim Nad</i>	300 S. Washington #101	Boise	345-2821	#
011- BETH MURPHY	<i>Beth Murphy</i>	4200 N. Waterford Pl	Boise	336-3424	1-19-05
12- WYNNE	<i>Wynne</i>	715 Kell Loop	Meridian	908-2612	1-19-05
013- KATHY HANCOCK	<i>Kathy Hancock</i>	5328 BAINBRIDGE	BOISE	208-356-1071	1-19-05
014- DAVID	<i>David</i>	1100 N. CALIFORNIA	BOISE	284-4354	1-19-05
015- DANIELA CHAMBERLAIN	<i>Daniela Chamberlain</i>	7200 REDWATER ST	BOISE, ID	(208) 713-4186	1-19-05

Petition to Establish a NEW Idaho Public Charter School

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Name of Proposed New Charter School		INSPIRE Charter School			
Regional Classification # (Refer to page 66)	School District # (Refer to page 66)	Street Address	City	Telephone	Date
OK 1 Nicole Deroin		4302 Sage	Boise	343-4711	1-19-05
OK 2 (M) O'Donoghue		935 Westwood	Boise	261-1424	1-19-05
OK 3 Shelly Henry		316 Hayden	Boise	449-8616	1/19/05
OK 4 Christina Hanko		7853 W. Shick Rd	Boise	353-3606	1/19/05
OK 5 Joshua W. Lacey		7853 W. Shick Rd	Boise	353-3606	1/19/05
OK 6 Sara Lee		8211 W. Lundy	Boise		1/19/05
OK 7 David Tilley		2103 E. Park	Boise	357-4711	1/19/05
OK 8 Ram Galla		2145 McAlister	Boise	353-8831	1-19-05
OK 9 Greg Moran		1401 N. Myrtle	Boise	426-8097	1-19-05
OK 10 John Popkewitz		515 S. State	Boise	363-2003	1-19-05
OK 11 Braib Keshian		832 Orison	Boise	438-0553	1-19-05
OK 12 Archie D. Dore		1025 Cedar Bluff	Boise	347-2813	1-19-05
OK 13 Bull Liles		1304 W. Hay	Boise	745-4033	1-19-05
OK 14 Tim Sheehan		4810 Hillcrest	Boise	336-7586	1-19-05
OK 15 Narvey Williams		9073 W. Bonanza	Boise	873-8753	1-19-05

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 school district in which the new charter school will be established.

Name of Proposed New Charter School		INSPIRE CONNECTIONS ACADEMY			
Regional Classification # (Refer to page 66)		School District # (Refer to page 66)			
* 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. JANE HARRIS	[Signature]	140 N. ELKINS BLVD	BOJEMIA	957-0018	12-1-04
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Petition to Establish a NEW Idaho Public Charter School

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Regional Classification # (Refer to page 66)	School District # (Refer to page 66)	Street Address	City	Telephone	Date
<p> <input type="checkbox"/> I am currently a qualified elector in the above-named school district. <input type="checkbox"/> I agree that the above-named proposed new charter school should be approved as an Idaho Public Charter School. </p>					
Elector's Printed Name	Elector's Signature	Street Address	City	Telephone	Date
1 Patti Thompson	<i>Patti Thompson</i>	508 Willow Jack	Eagle	938-5097	12/20/04
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Petition to Establish a NEW Idaho Public Charter School

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Name of Proposed New Charter School		INSPIRE CONNECTIONS ACADEMY			
Regional Classification #		School District #			
(Refer to page 66)		(Refer to page 66)			
* 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. Debra West	<i>Debra West</i>	5279 N. Hawk Point	Skenc, ID	280-9225	12/20/04
17. JENC	<i>Jenc</i>	1614 W. Franklin	BOISE ID	741-1540	12/20/04
18. Chris Walker	<i>Chris Walker</i>	1606 N 25th	BOISE	658-5760	12/20/04
19. Lora Bessy	<i>Lora Bessy</i>	1303 N. G St	Boise	342-3976	12/20/04
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Petition to Establish a NEW Idaho Public Charter School

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(Refer to page 66)		(Refer to page 66)			
<p> <input type="checkbox"/> I am currently a qualified elector in the above-named school district. <input type="checkbox"/> I agree that the above-named proposed new charter school should be approved as an Idaho Public Charter School. </p>					
Elector's Printed Name	Elector's Signature	Street Address	City	Telephone	Date
1 TERRY PLEASANT	<i>Terry Pleasant</i>	4054 Homestead	Boise ID	208-335-1785	12/18/04
2 Kerry Lynn Rice	<i>Kerry Lynn Rice</i>	5040 S. Oregon Trail way	Boise ID	208-336-5155	12/20/04
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Regional Classification # (Refer to page 66)	School District # (Refer to page 66)		

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 Jennifer L. Wood	<i>Jennifer L. Wood</i>	218 Essie St	Middleton	(208) 585-2022	12-18-04
2 Charleen L. Shelton	<i>Charleen L. Shelton</i>	1109 W. Mission Ave. Dr.	Nampa	(208) 442-0088	12-20-04
3 Amelia L. Davis	<i>Amelia L. Davis</i>	14003 Country Way	McCall	(208) 634-7082	12-20-04
4 Raymond E. Bradshaw	<i>Raymond E. Bradshaw</i>	1255 W. Jacksonville Dr	Meridian	(208) 288-1917	12-20-04
5 Jerry Wayne Foster	<i>Jerry Wayne Foster</i>	710 Peach Lane	New Plymouth	(208) 278-3100	12-20-04
6 Christine Day Foster	<i>Christine Day Foster</i>	110 Peck Lane	New Plymouth	278-3100	12-20-04
7 Todd VanDehey	<i>Todd VanDehey</i>	5927 Tallowbree	Boise	208-433-1904	12/20/04
8 Barbara Schroeder	<i>Barbara Schroeder</i>	3604 Bonnie Ln	Boise	208-866-9630	12/20/04
9 David Hofmann	<i>David Hofmann</i>	2408 E. Highland	Nampa	(208) 461-1961	12/20/04
10 Valene Mazzaglia	<i>Valene Mazzaglia</i>	751 E. Carlens Dr	Boise	(208) 841-1247	12/20/04
11 Michelle Jensen	<i>Michelle Jensen</i>	190 E Front St	Boise	433-9239	12-20-04
12 Bryan Dwyer	<i>Bryan Dwyer</i>	117 W. Ashland	Boise	345 7190	12/20/04
13					

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PAGE 02/05

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**SECRETARY OF STATE
STATE OF IDAHO**

ARTICLES OF INCORPORATION

OF

INSPIRE ACADEMICS INC.

The Articles of Incorporation of the INSPIRE ACADEMICS INC., a nonprofit corporation, are hereby stated as follows:

**Article I
NAME**

The corporate name shall be the INSPIRE ACADEMICS INC. (hereinafter referred to as the "Corporation").

**Article II
DURATION**

The Corporation shall exist perpetually.

**Article III
PURPOSE AND POWERS OF THE CORPORATION**

The Corporation is a nonprofit benefit corporation and is not organized for the private gain of any individual or entity.

The Corporation is organized under the Idaho Nonprofit Corporation Act for the purpose of:

- A. To establish, conduct, manage, and maintain a public charter school, pursuant to the provisions of Chapter 52, Title 33, Idaho Code, the Idaho Public Charter Schools Act of 1998, and as said law may, from time to time, be subsequently amended.
- B. Charitable, education, or scientific purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time, including, for such purposes, the making of distributions to organizations that qualify as exempt under such Section 501(c)(3).
- C. To exercise all powers granted by law necessary and proper to carry out the foregoing purposes, including, but not limited to, the power to accept donations of money, property (whether real or personal), or any other things of value. Nothing herein contained shall be deemed to authorize or permit the Corporation to carry on any business for profit, to exercise any power, or to do any act that is

ARTICLES OF INCORPORATION OF INSPIRE ACADEMICS INC. Page 1

DEC 17, 2004 17:41 EBERHARTER MAKI

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IDAHO SECRETARY OF STATE
 12/20/2004 05:00
 CK: 8310 CT: 66931 SH: 782374
 1 @ 38.00 = 38.00 INC NONP # 2
 1 @ 28.00 = 28.00 NONEXPIRE # 3

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DEC 20, 2004 11:18 EBERHARTER MAKI

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Page 2

corporation formed under the Act, or any amendment thereto or substitute therefore, may not at that time lawfully carry on or do.

The internal affairs of the Corporation shall be governed by the duly adopted Bylaws, which shall be consistent with these Articles of Incorporation and the laws of the State of Idaho.

No part of the net earnings of the Corporation shall be distributed to its Directors.

PROVIDED, that in all events and under all circumstances, and notwithstanding merger, consolidation, reorganization, termination, dissolution, or winding up of this Corporation, voluntarily or by operation of the law, the following provisions apply:

1. This Corporation shall never be operated for the primary purpose of carrying on a trade or business for profit.
2. No part of the net earnings shall inure to the benefit of or be distributed to its directors, trustees, officers, members, 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 purpose set forth in Article III. No substantial part of the activities of the Corporation shall be for the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in, a political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time.
3. The powers and purposes of this Corporation shall, at all times, be so construed and limited as to enable this corporation to qualify as a not-for-profit organization, and existing under Chapter 3, Title 30, of the Idaho Code, and it shall have all power and authority as set forth in Section 30-3-24 and all other applicable sections of the Idaho Code.
4. Upon dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all liabilities of the Corporation, distribute all the assets of the Corporation consistent with the purposes of the Corporation to such organization or organizations as shall at the time qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended from time to time, in such manner as the Board of Directors shall determine. Any such assets not so distributed shall be distributed by the district court of the county in which the principal office of the Corporation is then located, exclusively for the purposes or to such organizations, as such court shall determine to be consistent with the purposes of the Corporation.

Article IV
REGISTERED OFFICE

The location and street address of the first registered office of the Corporation is 508 Willow Trace Drive, Eagle, Idaho 83616, and the mailing address of the Corporation is 508 Willow Trace Drive, Eagle, Idaho 83616.

Article V
REGISTERED AGENT

The name of the first registered agent of the Corporation is Dr. Randy Thompson.

Article VI
ASSETS OF THE CORPORATION

The Corporation is organized upon a non-stock and non-profit basis. The amount of assets of the Corporation is:

Real Property	\$	0.00
Personal Property	\$	0.00

This Corporation is to be financed and operated under the following general plan: through the receipt of private donations and grants in accordance with the Idaho Nonprofit Corporation Act under the laws of the State of Idaho.

Article VII
INCORPORATOR

The name and address of the incorporator is as follows:

<u>Name</u>	<u>Address</u>
Randy Thompson, Ph.D.	508 Willow Trace Drive Eagle, Idaho 83616

Article VIII
BOARD OF DIRECTORS

The names and addresses of the initial Board of Directors are as follows:

<u>Name</u>	<u>Address</u>
Randy Thompson, Ph.D.	508 Willow Trace Drive Eagle, Idaho 83616

Kerry Rice

5040 South Oregon Trail Way
Boise, Idaho 83716

Carrie Jean Ross

455 Scenic Drive
Emmett, Idaho 83617

The number of directors constituting the initial Board of Directors is three (3), and they shall hold office for an initial period not to exceed one (1) year. The directors, after the initial Board of Directors, shall be elected in the manner and for the terms provided in the Bylaws of the Corporation.

Article IX
BYLAWS

This is not a membership corporation. The manner of selecting directors and conducting business and internal affairs of the Corporation shall be established by the Bylaws. The Bylaws may be amended from time to time as may be required or desired at a properly noticed special or regular meeting of the Board of Directors.

The undersigned incorporator signs his name this _____ day of December, 2004.

ORIGINAL SIGNATURE
PAGE ON FILE WITH
IDAHO CHARTER
SCHOOL COMMISSION

Randy Thompson, Ph.D.

BYLAWS OF
INSPIRE ACADEMICS INC.

AN IDAHO
NONPROFIT CORPORATION

Adopted: February 1, 2005

BYLAWS OF
INSPIRE ACADEMICS INC.

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BYLAWS
OF
INSPIRE ACADEMICS INC.

Article 1

CORPORATION OFFICES

Section 1.1 **Principal Office.** The principal office of Inspire Academics Inc., an Idaho corporation ("Corporation"), shall be located at _____, _____, Idaho 83____. The Corporation may have such other offices as the Board of Directors may designate or the business of the Corporation may require from time to time.

Section 1.2 **Registered Office.** The registered office of the Corporation, required by the Idaho Nonprofit Corporation Act, Chapter 3, Title 30, Idaho Code ("Act"), to be maintained in the state of Idaho shall be located at _____, _____, Idaho 83____, and may be changed as the Board of Directors may from time to time designate or the business of the Corporation may require, but at all times after it has received a charter from the Idaho Charter School Commission the Corporation shall maintain at least one office in the state of Idaho.

Article 2

MEMBERS

Section 2.1 The Corporation shall have no members. All rights which otherwise would vest in members, including, without limitation, the right to elect directors, shall vest in the Board of Directors of the Corporation.

Article 3

MISSION AND PURPOSE

Section 3.1 The primary purpose of the Corporation is to serve student needs outside of the traditional classroom by operating a statewide public charter school that will provide top-quality personalized education and will also serve as a model for best practices in virtual education. The public charter school operated by the Corporation will maintain a commitment to excellence in curriculum, instruction, accountability, and communication for virtual schools and will ensure that its programs follow the principles of: high-quality instruction; individualized instruction; parental involvement; technology-rich schooling; and accountability and achievement. Research into distance learning and virtual schooling will be a vital byproduct of this mission.

Section 3.2 Inspire Academics Inc. is a nonprofit corporation established under the laws of the State of Idaho and is subject to the provisions of the applicable state and federal statutes, applicable state and federal regulations, and the applicable provisions of Title 33 of Idaho Code, and the rules of the Idaho State Board of Education.

Article 4

DIRECTORS

Section 4.1 The Board of Directors shall consist of Directors entitled to vote and elected by the Board of Directors ("Voting Directors") (and Ex-Officio Directors not entitled to vote ("Non-Voting Directors")) (collectively "Directors"). The number of Voting Directors shall be determined by the Board of Directors from time to time. No amendment of this section shall reduce the number of Voting Directors to less than the number required by the Act.

Section 4.2 No Voting Director shall receive compensation of any type from any vendor of the Corporation.

Section 4.3 Each Director shall be a natural person of the age eighteen (18) years or older, and shall qualify to serve as a Director of the Corporation under applicable law.

Section 4.4 Voting Directors shall be elected at any duly organized meeting of the Board of Directors by a majority of the Voting Directors then in office. Voting Directors shall take office immediately following the annual or other meeting of this Corporation at which they are elected. At least three (3) Voting Directors shall be chosen from and shall represent one of the following constituencies:

(a) At least one (1) Voting Director shall be the parent of one or more student(s) who is(are) enrolled in the Corporation's educational program, except that prior to the actual start of the school's first academic year, such positions may be left vacant or may be filled by one (1) or two (2) parents interested in enrolling their child or children in the school.

(b) At least one (1) Voting Director shall be a generally recognized community leader in the area served by the Corporation, as determined in the discretion of the Board of Directors.

(c) At least one (1) Voting Director shall be currently employed as a teacher, college instructor in the area of education, or an individual who has served in those capacities or who otherwise has expertise in education, as determined in the discretion of the Board of Directors.

Section 4.5 Each Voting Director shall be elected for a term of one (1) year and until his or her successor has been elected and qualified or until his or her earlier death, resignation, or removal.

Article 5

REMOVAL; RESIGNATION

Section 5.1 Unless otherwise provided by law or the Articles of Incorporation, any Director or Directors may be removed for cause, by the affirmative vote of a majority of the Board of Directors then in office. A Director may be removed without cause by the affirmative vote of two-thirds of the Directors then in office. Any action by the Board of Directors to remove a Director shall not be valid unless each Director is given at least seven (7) days' written notice that the matter will be voted upon at a Board of Directors' meeting or unless notice is waived pursuant to Section 30-3-77, Idaho Code. The resulting vacancy may be filled by the Board of Directors, or, if the Directors remaining in office constitute fewer than a quorum of the Board of Directors, they may fill the vacancy by the affirmative vote of a majority of all the Directors remaining in office. The successor or successors shall serve the unexpired term of any removed Director or Directors. If any Directors are so removed, new Directors may be elected at the same meeting.

Section 5.2 The Board of Directors may declare vacant the office of a Director who, if within sixty (60) days after notice of his or her election, the Director does not accept such office either in writing or by attending a meeting of the Board of Directors, and fulfill such other requirements of qualification as these Bylaws may specify.

Section 5.3 A Director may resign at any time by giving written notice to the Board of Directors, the Chairman of the Board, the President, or the Secretary of the Corporation. Unless otherwise specified in such written notice, a resignation shall take effect upon delivery thereof to the Board of Directors or the designated officer. It shall not be necessary for a resignation to be accepted before it becomes effective.

Section 5.4 If a member of the Board of Directors fails to perform his or her duties under these Bylaws, including by reason of failing to regularly attend board meetings or otherwise, the President shall, at the next regularly scheduled meeting of the Board of Directors, bring before it a proposed resolution for the removal of such member.

Article 6

VACANCIES ON BOARD OF DIRECTORS

Section 6.1 Vacancies on the Board of Directors, including vacancies resulting from an increase in the number of Directors, shall be filled by a majority vote of the remaining members of the Board of Directors, or by a sole remaining Director, and each person so elected shall be a Director to serve for the balance of the unexpired term.

Section 6.2 When one or more Directors resign from the Board of Directors effective at a future date, the Directors then in office, including those who have so resigned, shall have the power by a majority vote to fill the vacancies, the vote thereon to take effect when the resignations become effective.

Article 7

GENERAL POWERS OF BOARD

Section 7.1 All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the Board of Directors except as may be otherwise provided in the Act or the Articles of Incorporation. If any such provision is made in the Articles of Incorporation, the powers and duties conferred or imposed upon the Board of Directors by the Act shall be exercised or performed to such extent by such person or persons as shall be provided in the Articles of Incorporation. The Board of Directors has the full power and authority to decide matters related to the operation of the school,

including, but not limited to, budgeting; curriculum; operating procedures; and determining general, academic, financial, personnel, and other policies, subject to the school's petition approved by the authorizing education agency and applicable law. The Board of Directors has the authority to employ, discharge, and contract with necessary professional and nonprofessional employees and third parties subject to the school's petition and the provisions of applicable law. Without limiting the generality of the foregoing, the Board of Directors has the power and authority, exercisable by majority vote of the members of the Board of Directors duly recorded and showing how each member voted, to approve the hiring or termination of contractors and determine the terms and policies under which contractors shall provide services, approve any alteration to the school calendar that would result in reduction of required instructional hours or days, approve the adoption of textbooks, approve the adoption of courses of study, approve the appointment or dismissal of school staff, adopt an annual budget, approve the purchase or sale of land, determine the location of facilities and change the location of existing facilities, approve the creation or increase of indebtedness, designate depositories of school funds, approve the entry into any contract of any kind where the amount involved exceeds Two Hundred Dollars (\$200) (you may wish to change this threshold), and determine the salary, compensation and all terms and conditions of employment of school administrators, teachers, and other staff subject to relevant provisions of Idaho law and promulgated rule.

Section 7.2 The Board of Directors may, by resolution adopted by a majority of the Directors in office, establish one or more committees consisting of one or more Directors as may be deemed appropriate or desirable by the Board of Directors to serve at the pleasure of the Board of Directors. Any committee, to the extent provided in the resolution of the Board of Directors pursuant to which it was created, shall, subject to any restrictions in applicable law,

have and may exercise all of the powers and authority of the Board of Directors, except that no committee shall have any power or authority as to the following:

- (a) The filling of vacancies in the Board of Directors;
- (b) The adoption, amendment or repeal of these Bylaws;
- (c) The amendment or repeal of any resolution of the Board of Directors that by its terms is amendable or repealable only by the Board; and
- (d) Action on matters committed by these Bylaws or a resolution of the Board of Directors exclusively to another committee of the Board of Directors.

Section 7.3 The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified member at any meeting of the committee. In the absence or disqualification of a member of a committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he, she, or they constitute a quorum, may unanimously appoint another Director to act at the meeting in the place of any such absent or disqualified member.

Article 8

MEETINGS OF THE BOARD OF DIRECTORS

Section 8.1 Meetings of the Board of Directors shall be held at such times and places within or without the state of Idaho as the Board of Directors may direct. One or more Directors may participate in any meeting of the Board of Directors, or of any committee thereof, by means of a conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear one another. Participation in a meeting by such means shall constitute presence in person at the meeting. The Board of Directors shall comply with the Idaho Open Public Meetings law, Chapter 23, Title 67, Idaho Code.

Section 8.2 **Annual Meeting.** The annual meeting of the Board of Directors shall be held at the time of the regularly scheduled board meeting for the month of July, if not a legal holiday, or, if a legal holiday, then on the next regular business day following, at _____ p.m. (Mountain Daylight Saving Time), or at such other date and time as shall, from time to time, be designated by the Board of Directors and so state in the notice of the meeting. At such annual meeting, the Board of Directors shall elect directors and officers, and transact such other business as may properly be brought before the meeting.

Section 8.3 **Regular Meetings.** Additional regular meeting of the Board of Directors shall be held monthly, on a uniform day of a uniform week as determined at the annual meeting.

Section 8.4 **Special Meetings.** Special meetings of the Board of Directors may be called by the President of the Corporation or by any two Directors and held anytime on twenty-four (24) hours' notice to each Director if such notice is communicated in person; by telephone or voicemail; by telegraph, teletype, electronic mail (e-mail), or other electronic means; or, if sent by mail, seven (7) days after it is deposit in the United States mail as evidenced by sworn affidavit or postmark, if mailed correctly addressed with first class postage affixed, or two (2) days after the date shown on the return receipt if signed by or on behalf of the addressee. The President of the Corporation shall call special meetings when, in the judgment of the President of the Corporation, such meeting is necessary to address exigent circumstances, and notice of said meeting shall be given to all members of the Board of Directors and the public as provided in this section. Any such notice need not state the purpose or purposes of such meeting except as may be otherwise required by law. If the time and place of special meetings shall not have been determined at a meeting of the Board of Directors with all members being present, then notice of the time and place shall be given to each Director and announced by written notice

conspicuously posted at the offices and at least two other buildings of the charter school not less than twenty-four (24) hours before such special meeting is to be convened.

Section 8.5 At all meetings of the Board of Directors, a majority of the Voting Directors in office shall constitute a quorum for the transaction of business, and the acts of a majority of the Voting Directors present at a meeting at which a quorum is present shall be the acts of the Board of Directors, except as may be otherwise specifically provided by statute, by the Articles of Incorporation, or by these Bylaws.

Section 8.6 Meetings by Telecommunication Devices. The Board of Directors may permit any or all Directors to participate in a regular or special meeting by, or conduct the meeting through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. Communication devices that may be used include but are not limited to telephone or video conferencing devices and similar communication equipment. A director participating in a meeting by this means is deemed to be present in persons at the meeting. However, at least one (1) member of the Board of Directors or the chief administrative officer of the charter school must be physically present at the location designated in the meeting notice, to ensure that the public may attend such meeting in person. The communications among the Board of Directors must be audible to the public attending the meeting in person and the members of the Board of Directors.

Section 8.7 A Director who is present at a meeting of the Board of Directors, or of a committee of the Board of Directors, at which action on any corporate matter is taken, shall be presumed to have assented to the action taken unless his or her dissent is entered in the minutes of the meeting or unless the Director files a written dissent to the action with the secretary of the meeting before the adjournment thereof or transmits the dissent in writing to the secretary of the

Corporation immediately after the adjournment of the meeting. The right to dissent shall not apply to a Director who voted in favor of the action. Nothing in this section shall bar a Director from asserting that the minutes of the meeting incorrectly omitted his or her dissent if, promptly upon receipt of a copy of such minutes, the Director notifies the secretary in writing of the asserted omission or inaccuracy.

Article 9

COMPENSATION OF VOTING DIRECTORS; CONFLICT OF INTEREST

Section 9.1 No Voting Director shall, as a private person, engage in any business transaction with the Corporation, be employed in any capacity by the Corporation, or receive from the Corporation any pay for services rendered to the Corporation, provided that a Director may receive reimbursement for reasonable expenses incurred in connection with corporate matters if such reimbursement is authorized by the Board of Directors. All Directors, and the Board of Directors as an entity, shall at all times fully comply with the provisions of Chapter 2, Title 59, Idaho Code, regarding prohibitions against contracts with officers; Chapter 7, Title 59, Idaho Code, regarding ethics in government; Chapter 23, Title 67, Idaho Code, regarding open public meetings; and Chapter 9, Title 9, Idaho Code, regarding disclosure of public records.

(a) When any relative of any Director or relative of the spouse of a Director related by affinity or consanguinity within the second degree is to be considered for employment by the Corporation, such Director shall abstain from voting in the selection of such relative, and shall be absent from the meeting while such employment is being considered and determined.

Section 9.2 Compensation.

(a) No Director or committee member shall receive a salary or compensation for services in that capacity but may be reimbursed for actual expenses incurred in the

performance of such services. This provision shall not preclude any Director from serving the Corporation in any other capacity and receiving compensation for services pursuant to the provisions of these Bylaws, the Articles of Incorporation, or relevant statutes. Any Director who receives compensation for services rendered to the Corporation in any capacity shall not vote on their own compensation.

(b) Any Director who has an interest in a contract or other transaction presented to the Board of Directors or a committee thereof for authorization, approval, or ratification shall make a prompt and full disclosure of their interest in writing to the Board of Directors or committee prior to its acting on such contract or transaction and there is full compliance with Sections 18-1361 or 18-1361A, Idaho Code. Such disclosure shall include any relevant and material facts known to such a person about the contract or transaction that might reasonably be construed to be adverse to the Corporation's interest.

(c) No Director shall cast a vote on any matter which had a direct bearing on services to be provided by that Director, or any organization which such Director represents or which such Director has an ownership interest or is otherwise interested or affiliated, which would directly or indirectly financially benefit such Director. All such services will be fully disclosed or known to the members of the Board Directors present at the meeting at which such contract shall be authorized.

(d) Furthermore, we agree that the majority of our Board of Directors will be non-salaried and will not be related to salaried personnel or to parties providing services. In addition, the salaried individuals cannot vote on their own compensation, and compensation decisions will be made by the Board of Directors.

(e) Any compensation paid to a Director for services rendered in any capacity will be based on the following factors: (1) the amount and type of compensation received by others in similar positions, (2) the compensation levels paid in our particular geographic community, (3) the amount of time the individual is spending in their position, (4) the expertise and other pertinent background of the individual, (5) the size and complexity of the organization, and (6) the need of the organization for the services of the particular individual.

Section 9.3 Terms of Employment.

(a) All compensation paid to staff personnel shall be approved by the Board of Directors. Compensation for staff personnel shall be reasonable and will be based on the following factors: (1) the amount and type of compensation received by others in similar positions, (2) the compensation levels paid in our particular geographic community, (3) the amount of time the individual is spending in their position, (4) the expertise and other pertinent background of the individual, (5) the size and complexity of the organization, and (6) the need of the organization for the services of the particular individual.

(b) The terms and conditions of employment of the staff of the charter school may be set forth in a written contract approved by the Board of Directors and signed by the Corporation and the staff person. All employment of staff shall comply with Sections 33-514, 33-514A, 33-515, 33-515A, 33-517, and 33-518, Idaho Code.

Section 9.4 Staff Conflict of Interest. Any staff person who has an interest in a contract or other transaction presented to the Board of Directors or a committee thereof for authorization, approval, or ratification shall make a prompt and full disclosure of their interest to the Board of Directors or committee prior to its acting on such contract or transaction. Such

disclosure shall include any relevant and material facts known to such person about the contract or transaction that might reasonably be construed to be adverse to the Corporation's interest.

Article 10

STANDARD OF CARE AND LIABILITY OF VOTING DIRECTORS

Section 10.1 A Director shall at all times comply with the standards for directors stated in Section 30-3-80, Idaho Code. A Voting Director of the Corporation shall stand in a fiduciary relation to the Corporation and shall perform his or her duties as a Voting Director, including his or her duties as a member of any committee of the Board of Directors upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in the best interests of the Corporation, and with such care, including reasonable inquiry, skill, and diligence, as a person of ordinary prudence would use under similar circumstances. In performing his or her duties, a Voting Director shall be entitled to rely in good faith on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by any of the following: (a) one or more officers or employees of the Corporation whom the Voting Director reasonably believes to be reliable and competent in the matters presented; (b) legal counsel, public accountants, or other persons as to matters which the Voting Director reasonably believes to be within the professional or expert competence of such persons; or (c) a committee of the Board of Directors upon which he or she does not serve, duly designated in accordance with law, as to matters within its designated authority, which committee the Voting Director reasonably believes to merit confidence. A Voting Director shall not be considered to be acting in good faith if he or she has knowledge concerning the matter in question that would cause his or her reliance to be unwarranted.

Section 10.2 In discharging the duties of their respective positions, the Board of Directors, committees of the Board of Directors, and an individual Voting Director may, in considering the best interests of the Corporation, consider the effects of any action upon employees, suppliers, and students of the Corporation and communities in which offices or other establishments of the Corporation are located, and all other pertinent factors. The consideration of these factors shall not constitute a violation of Section 10.1 hereof.

Section 10.3 Absent breach of fiduciary duty, lack of good faith, or self-dealing, actions taken as a Voting Director or any failure to take any action shall be presumed to be in the best interest of the Corporation.

Section 10.4 A Voting Director of the Corporation shall not be personally liable, as such, for monetary damages for any action taken, or any failure to take any action, unless: (a) the Voting Director has breached or failed to perform the duties of his or her office under Sections 10.1 through 10.3 hereof; and (b) the breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness.

Section 10.5 The provisions of Section 10.4 hereof shall not apply to: (a) the responsibility or liability of a Voting Director pursuant to any criminal statute; or (b) the liability of a Voting Director for the payment of taxes pursuant to local, state, or federal law.

Section 10.6 Notwithstanding any other provisions of these Bylaws, the approval of the Board of Directors shall be required to amend, repeal, or adopt any provision as part of these Bylaws that is inconsistent with the purpose or intent of Sections 10.1, 10.2, 10.3, 10.4, 10.5, or 10.6 of this Article 10, and, if any such action shall be taken, it shall become effective only on a prospective basis from and after the date of such Board of Directors' approval.

Article 11

OFFICERS

Section 11.1 The Corporation shall have a President, a Secretary, and a Treasurer on the Board of Directors, or persons who shall act as such; regardless of the name or title by which they may be designated, elected, or appointed and may have such other officers and assistant officers as the Board of Directors may authorize from time to time. Each such officer must be a Voting Director. The same person may hold any number of offices. Officers shall be nominated and elected by the Board of Directors, and each officer shall hold office at the pleasure of the Board of Directors and until his or her successor has been elected and qualified or until his or her earlier death, resignation, or removal. Any officer may resign at any time upon written notice to the Corporation. The resignation shall be effective upon receipt thereof by the Corporation or at such subsequent time as may be specified in the notice of resignation. The Corporation may secure the fidelity of any or all of the officers by bond or otherwise.

Section 11.2 Any officer or agent of the Corporation may be removed by the Board of Directors whenever, in its judgment, the best interests of the Corporation will be served by such removal. The removal shall be without prejudice to the contract rights, if any, of any person so removed. If the office of any officer becomes vacant for any reason, the vacancy may be filled by the Board of Directors.

Article 12

THE PRESIDENT

Section 12.1 The President shall, when present, preside at all meetings of the Board of Directors and have such other duties as may be assigned by the Board of Directors from time to time.

Article 13

THE SECRETARY

Section 13.1 The Secretary shall: (a) keep the minutes of the Board of Directors' meetings in one or more books provided for that purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by applicable law; (c) be custodian of the corporate records; and (d) have such other duties as may be assigned by the Board of Directors from time to time.

Article 14

THE TREASURER

Section 14.1 The Treasurer shall be responsible for full and accurate accounts of receipts and disbursements in books belonging to the Corporation, shall submit to the Board of Directors a summary of all funds received and disbursed each month and shall perform such other duties as may be assigned by the Board of Directors.

Article 15

INDEMNIFICATION OF OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS

Section 15.1 The Corporation shall indemnify any Director or officer, and may indemnify any other employee or agent, who was or is a party to, or is threatened to be made a party to, or who is called as a witness in connection with, any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, or investigative, other than an action by or in the right of the Corporation, by reason of the fact that he or she is or was a Director, officer, employee, or agent of the Corporation against expenses, including attorney fees, judgments, fines, and amounts paid in settlement, actually and reasonably incurred by him or her in connection with such action, suit, or proceeding, if such person acted in good faith and

in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation, and, with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful.

Section 15.2 The Corporation shall indemnify any Director or officer, and may indemnify any other employee or agent, who was or is a party to, or is threatened to be made a party to, any threatened, pending, or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that he or she is or was a Director, officer, employee, or agent of the Corporation against expenses, including attorney fees, actually and reasonably incurred by him or her in connection with the defense or settlement of such action or suit if such person acted in good faith and in a manner he or she reasonably believed to be in, or not opposed to, the best interests of the Corporation and except that no indemnification shall be made in respect of any claim, issue, or matter as to which such person shall have been adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court of common pleas of the county in which the registered office of the Corporation is located or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the court of common pleas or such other court shall deem proper.

Section 15.3 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 15 shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any bylaw, agreement, vote of disinterested Directors, or otherwise, both as to action in his or her official capacity and as to action in another capacity while holding such office. It is the policy of the

Corporation that indemnification of, and advancement of expenses to, Directors and officers of the Corporation shall be made to the fullest extent permitted by law.

Section 15.4 The Corporation shall pay expenses incurred by an officer or Director, and may pay expenses incurred by any other employee or agent, in defending an action, or proceeding referred to in this Article 15 in advance of the final disposition of such action or proceeding upon receipt of an undertaking by or on behalf of such person to repay such amount if it shall ultimately be determined that he or she is not entitled to be indemnified by the Corporation.

Section 15.5 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article 15 shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, officer, employee, or agent of the Corporation and shall inure to the benefit of the heirs, executors, and administrators of such person.

Section 15.6 The Corporation shall have the authority to enter into a separate indemnification agreement with any officer, Director, employee, or agent of the Corporation or any subsidiary providing for such indemnification of such person as the Board of Directors shall determine up to the fullest extent permitted by law.

Section 15.7 As soon as practicable after receipt by any person specified in Section 15.1 or Section 15.2 of this Article 15 of notice of the commencement of any action, suit, or proceeding specified in Section 15.1 or Section 15.2 of this Article 15, such person shall, if a claim with respect thereto may be made against the Corporation under this Article 15, notify the Corporation in writing of the commencement or threat thereof; however, the omission so to notify the Corporation shall not relieve the Corporation from any liability under this Article 15 unless the Corporation shall have been prejudiced thereby or from any other liability which it

may have to such person other than under this Article 15. With respect to any such action as to which such person notifies the Corporation of the commencement or threat thereof, the Corporation may participate therein at its own expense and, except as otherwise provided herein, to the extent that it desires, the Corporation, jointly with any other indemnifying party similarly notified, shall be entitled to assume the defense thereof, with counsel selected by the Corporation to the reasonable satisfaction of such person. After notice from the Corporation to such person of its election to assume the defense thereof, the Corporation shall not be liable to such person under this Article 15 for any legal or other expenses subsequently incurred by such person in connection with the defense thereof other than as otherwise provided herein. Such person shall have the right to employ his or her own counsel in such action, but the fees and expenses of such counsel incurred after notice from the Corporation of its assumption of the defense thereof shall be at the expense of such person unless: (a) the employment of counsel by such person shall have been authorized by the Corporation; (b) such person shall have reasonably concluded that there may be a conflict of interest between the Corporation and such person in the conduct of the defense of such proceeding; or (c) the Corporation shall not, in fact, have employed counsel to assume the defense of such action. The Corporation shall not be entitled to assume the defense of any proceeding brought by or on behalf of the Corporation or as to which such person shall have reasonably concluded that there may be a conflict of interest. If indemnification or advancement of expenses under this Article 15 are not paid or made by the Corporation, or on its behalf, within ninety (90) days after a written claim for indemnification or a request for an advancement of expenses has been received by the Corporation, such person may, at any time thereafter, bring suit against the Corporation to recover the unpaid amount of the claim or the advancement of expenses. The right to indemnification and advancement of expenses provided

hereunder shall be enforceable by such person in any court of competent jurisdiction. The burden of proving that indemnification is not appropriate shall be on the Corporation. Expenses reasonably incurred by such person in connection with successfully establishing the right to indemnification or advancement of expenses, in whole or in part, shall also be indemnified by the Corporation.

Section 15.8 The Corporation shall have the power to purchase and maintain insurance on behalf of any person who is or was a Director, officer, employee, or agent of the Corporation, 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 15.

Section 15.9 Notwithstanding any other provisions of these Bylaws, the approval of the Board of Directors shall be required to amend, repeal, or adopt any provision as part of these Bylaws which is inconsistent with the purpose or intent of this Article 15, and, if any such action shall be taken, it shall become effective only on a prospective basis from and after the date of such Board of Directors' approval.

Article 16

ANNUAL REPORT

Section 16.1 The Treasurer and the President shall present annually to the Board of Directors a report showing in appropriate detail the following:

- (a) The assets and liabilities of the Corporation as of the end of the fiscal year immediately preceding the date of the report;
- (b) The principal changes in assets and liabilities during the year immediately preceding the date of the report;

(c) The revenue or receipts of the Corporation, both unrestricted and restricted to particular purposes, for the year immediately preceding the date of the report; and

(d) The expenses or disbursements of the Corporation, for both general and restricted purposes, during the year immediately preceding the date of the report, including separate data with respect to each trust fund held by or for the Corporation.

Section 16.2 The annual report of the Treasurer shall be filed with the minutes of the meetings of the members of the Board of Directors.

Article 17

BOOKS AND RECORDS

Section 17.1 The Corporation shall keep an original or duplicate record of the proceedings of the Board of Directors and the original or a copy of these Bylaws, including all amendments thereto to date, certified by the Secretary of the Corporation. The Corporation shall also keep appropriate, complete, and accurate books or records of account. The records provided for herein shall be kept at either the registered office of the Corporation within the state of Idaho or at its principal place of business wherever situated.

Section 17.2 To the extent required by law, an education agency authorizing the Corporation to operate a virtual public school shall have ongoing access to all records, instructional materials, and student and staff records and to the Corporation's school facilities, consistent with state and federal law.

Article 18

FISCAL YEAR

Section 18.1 The fiscal year of the Corporation shall be a period of twelve (12) months commencing on the first day of July in each year, or as otherwise determined from time to time by the Board of Directors.

Article 19

TRANSACTION OF BUSINESS

Section 19.1 Except as otherwise provided by applicable law or directed by the Board of Directors, the President and one of either the Secretary or Treasurer shall have authority to sign, execute, and acknowledge on behalf of the Corporation all deeds, mortgages, bonds, stock certificates, contracts, leases, reports, and all other documents or instruments necessary or proper to be executed in the course of the Corporation's regular business, or which shall be authorized by resolution of the Board of Directors. The Secretary of the Corporation is authorized and empowered to sign in attestation all documents so signed, and to certify and issue copies of any such document and of any resolution adopted by the Board of Directors of the Corporation; provided, however, that an attestation is not required to enable a document to be an act of the Corporation.

Section 19.2 No moneys shall be borrowed on behalf of the Corporation and no evidences of such indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 19.3 All funds of the Corporation, not otherwise employed, shall be deposited from time to time to the credit of the Corporation in such banks, investment firms, or other depositories as the Board of Directors may select providing that funds shall be invested

consistent with sound business practice only in the following instruments: United States Treasury bills; short-term obligations of the United States Government or its agencies or instrumentalities; deposits in savings accounts, time deposits, or share account of institutions insured by the Federal Deposit Insurance Corporation, the Federal Savings and Loan Insurance Corporation, or the National Credit Union Share Insurance Fund to the extent that such accounts are so insured, and for any amounts above the insured maximum, provided that approved collateral as provided by law therefor shall be pledged by the depository; obligations of the United States of America or any of its agencies or instrumentalities backed by the full faith and credit of the United States of America, the State of Idaho, or any of its agencies or instrumentalities backed by the full faith of the State of Idaho, or of any political subdivision of the State of Idaho or any of its agencies or instrumentalities backed by the full faith and credit of the political subdivision. The school treasurer shall settle his or her accounts annually with the Board of Directors for each school year.

Article 20

MANNER OF GIVING WRITTEN NOTICE; WAIVERS OF NOTICE

Section 20.1 Whenever written notice is required to be given to any person under the provisions of these Bylaws, it may be given to the person either personally or by sending a copy thereof by first class or express mail, postage prepaid, or courier service, charges prepaid, or by facsimile transmission, to his or her address (or to his or her facsimile number) appearing on the books of the Corporation or, in the case of written notice to Directors, supplied by each Director to the Corporation for the purpose of the notice. If the notice is sent by mail or courier service, it shall be deemed to have been given to the person entitled thereto when deposited in the United States mail or with a courier service for delivery to that person when received..

Section 20.2 Any written notice required to be given to any person under the provisions of statute, the Corporation's Articles of Incorporation or these Bylaws may be waived in a writing signed by the person entitled to such notice whether before or after the time stated therein. Except as otherwise required by statute, and except in the case of a special meeting, neither the business to be transacted at, nor the purpose of, a meeting need be specified in the waiver of notice. Attendance of a person, whether in person or by proxy, at any meeting shall constitute a waiver of notice of such meeting, except where a person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

Article 21

AMENDMENTS

Section 21.1 Except as provided in Sections 10.6 and 15.9 hereof, these Bylaws may be amended or repealed, and new Bylaws adopted, by a majority vote of the members of the Board of Directors at any regular or special meeting duly convened.

Article 22

ADOPTION

The foregoing Bylaws were regularly adopted and ratified at the first meeting of the initial Board of Directors held on the ____ day of _____, 200__.

President

APPROVED:

Secretary

ORIGINAL SIGNATURE
PAGE ON FILE WITH
IDAHO CHARTER
SCHOOL COMMISSION

The undersigned, being collectively all or a majority of the Directors of Inspire Academics Inc., do hereby certify that the foregoing Bylaws were adopted as the Bylaws of Inspire Academics Inc.

ORIGINAL SIGNATURE
PAGE ON FILE WITH
IDAHO CHARTER
SCHOOL COMMISSION

Randy Thompson, Ph.D.

Kerry Rice

Carrie Jean Ross

EXHIBIT C-1

K-8 Curriculum Catalog

See back pocket of binder

EXHIBIT C-2

**9th Grade
Curriculum Overview**



DATE: January 27, 2005
TO: Connections Academy School Boards and State/District Partners
FROM: Steven Guttentag, Chief Education Officer
SUBJECT: Introduction of the Grade 9 Program for Consideration

Connections Academy is developing several new courses that will allow us to offer a complete grade 9 curriculum. The 9th grade program will include Social Studies (American History), Math (both algebra and geometry), Science (Physical Science), Language Arts (English I), Foreign Language, and Physical Education. Appropriate to the increasingly complex subject matter, the 9th grade offering will include more teacher-directed instruction through new synchronous and asynchronous e-learning tools. Consistent with Connections Academy's existing K-8 curriculum, the grade 9 curriculum will deliver an academically rigorous, personalized education for students that combines certified teachers; a proven, print-rich curriculum; technology tools; and community experiences to create a supportive and successful learning environment.

We hope that all of our partners give serious consideration to extending the current K-8 program through 9th grade for the 2005-2006 school year. This document provides a brief overview of the new offering. Please do not hesitate to contact me with any additional questions or concerns.

RATIONALE

First and foremost, our motivation for expanding our program into the 9th grade comes from feedback from current and prospective families. These families have stated very clearly that a consistent, high quality educational experience that extends through high school is important to them. Even parents with 1st and 2nd graders have expressed concern about where their children will go after they complete 8th grade. In an internal survey of our existing families, 96% of respondents indicated an interest in a high school program (656 out of 683). The Connections Academy Family Association (CAFA) that has been lobbying for this expansion since its inception further amplified this sentiment.

As educators, we are very excited about the educational benefits of a seamless K-9 program and potentially K-12 program. Research has told us for decades that we lose students at the transitions - between elementary and middle school and between middle school and high school. By extending our program we can offer an unprecedented level of curricular and programmatic articulation between the grades as well as continuity of instruction.

APPROACH

Similar to our existing curriculum, the core of these new courses will be "best of class" textbooks from top national publishers. We have opted for this approach because we believe that from a content, pedagogical, and state alignment perspective; no other materials can match the quality of these textbooks. These textbooks must all survive the rigors of state adoptions and must continually prove themselves with respect to the testing programs in all 50 states.

Of course it takes substantial work to turn these textbooks into an accessible, effective curriculum that works in our virtual learning environment. Our team of Curriculum Specialists are building detailed lesson plans to accompany the textbooks, including flash-based instructional “teachlets” for each lesson. These “teachlets” will incorporate graphics, video, and audio to show students the concepts and ideas they will need to complete the lessons. We have piloted these teachlets this year in our middle school math courses with great success and find these interactive, online modules to be significantly more effective than the text alone. Key components of each lesson will include:

- Getting Started – overview of the lesson, along with a fact or exercise to peak a student’s interest and establish relevancy and connection with prior knowledge
- Instruction – the online, interactive instructional segments discussed above
- Practice/Activity – here the student attempts to apply what he or she has learned during the instructional segment
- Review – this section recaps the key terms, concepts or ideas covered in the lesson
- Assignment – finally, the student is required to show what he or she can now do as a result of what he or she has learned in the lesson

It should be noted that along with the current types of assignments (quizzes, tests, and portfolio items), the 9th grade curriculum will introduce the addition of graded “class discussion” where students will be required to respond to questions in an online forum and interact with their classmates and their teacher.

COURSE SUMMARIES FOR CORE COURSES

American History

This course examines the growth of American Society and the emergence of the United States as a world power. Prentice Hall's text, *America, Pathways to the Present: Modern American History* provides the basis for course content. The course covers the significant developments in America's past from pre-colonial times to the present. The student will focus on American political, economic, and social history from a chronological point of view. Activities in this course are designed to develop the student's abilities to question, read, analyze, interpret, and evaluate different forms of information, as well as to communicate his or her ideas to others. Geography skills are interwoven in the lessons, as the student makes connections between the evolution of American geography and its impact on historical events.

Physical Science

This course provides a basic exploration of chemistry and physics. It is designed to provide the student with sufficient understanding of the concepts so that he or she may confidently enter and complete formal high school courses in both fields of study. Prentice Hall's text, *Physical Science: Concepts in Action* provides the basis for the course content. The chemistry portion of the course extends the student's prior knowledge of the properties, states, and structure of matter; explores the dynamics of chemical bonding and reactions; and introduces the student to organic and nuclear chemistry. The physics portion of the course extends the student's prior knowledge of motion, force, work, power, energy, wave mechanics, electricity, magnetism, optics, and

the electromagnetic spectrum. Hands-on explorations and virtual stimulations activities will be provided to enhance the student's comprehension of key concepts.

English I

This course is designed to explore world literature through the genres of fiction, nonfiction, poetry, folk literature, drama, and the epic while enhancing skills in writing through grammar, mechanics, and language development. Prentice Hall's *Literature: Timeless Voices, Timeless Themes* and *Writing and Grammar Handbook* are the textbooks that provide the foundation for this course. The course will explore significant works of literature from short stories to novels.

The activities in this course are not only designed to enable the student to read, comprehend, analyze, and critique text, but to also connect the writing process to the literature by showing the student how to master writing in different modes through mastery of skills in grammar, usage, mechanics, and vocabulary development.

Algebra I

In this course, the student will be exposed, for the first time, to higher-level mathematics. The student will begin by reviewing basic real number operations and properties then learn to solve multi-step equations and inequalities. In the first half of the course the student will study proportions in preparation for graphing functions and studying variation. The first half concludes with linear equations.

The second half of the course begins with systems of equations and inequalities and work with exponents and exponential functions. Then the student will learn to add, subtract, multiply, and factor polynomials. Next, the student will study quadratic equations and functions and learn the processes for solving them. Toward the end of the course, the student will learn about rational expressions and equations and how to add, subtract, multiply, and divide them.

Throughout the course, the student will be introduced to many problem-solving strategies, exposed to various technologies, and taught test-taking strategies.

Geometry

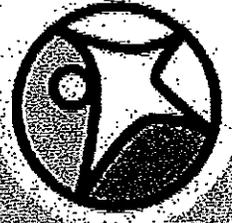
In this course the student will learn some beginning logic and begin to construct formal proofs. Then the student will study parallel and perpendicular lines. What follows next is a look into the properties of congruent triangles and the relationships within triangles. The first half of the course ends with the study of quadrilaterals.

In the second half of the course the student will learn to find area, surface area, and volume and study the concept of similarity as it relates to various figures. Then the student will focus on right triangles and the trigonometric ratios. Next the student will study circles and the unique nature of those figures. Finally, the student will study transformations.

Throughout the course, the student will be introduced to many problem-solving strategies, exposed to various technologies, and taught test-taking strategies.

EXHIBIT D

Learning Management System Highlights



CONNECTIONS
ACADEMY



A Demonstration of the
Connections Academy
Learning Management System



For a complete self-running demonstration of CA's
unique Learning Management System,
see the Demo folder on the application CD
or go to www.connectionsacademy.com.

To Do List

- Check in My Students for assessments needing review.
- Review attendance for Mrs. Edmund's Homeroom (CA School).
- Review attendance for Mrs. Edmund's Homeroom (DCA).
- Review attendance for Mrs. Edmund's Homeroom (SECA).
- View students' award lessons.
- Check Skills Tutor.

LINKS

- Horizon Excerpt
- Teacher Manual
- BrainPop (Educational Movies)
- Technology Clips
- Newsbank (Research and News)
- WorldBook

My Courses

My Students

Read the icon key to understand the meaning of the icons.

Name	Grade	Attendance	%	Participation	%	Performance	%	Tools
[Redacted]	4	Satisfactory	96%	Alert	65%	Satisfactory	93%	
[Redacted]	3	Satisfactory	98%	Satisfactory	92%	Satisfactory	95%	
[Redacted]	5	Satisfactory	112%	Satisfactory	64%	Satisfactory	77%	
[Redacted]	4	Satisfactory	97%	Satisfactory	104%	Satisfactory	90%	
[Redacted]	4	Satisfactory	79%	Alert	69%	Satisfactory	90%	
[Redacted]	3	Satisfactory	101%	Satisfactory	107%	Satisfactory	94%	
[Redacted]	5	Satisfactory	96%	Satisfactory	89%	Satisfactory	90%	
[Redacted]	4	Satisfactory	93%	Satisfactory	99%	Satisfactory	86%	
[Redacted]	4	Satisfactory	98%	Satisfactory	94%	Satisfactory	93%	

Create Log Entry

Call Timer: 00:00:00

Entry Date:

Area:

Contact Type:

Contactee:

Category:

- Enrollment: Counseling
- Enrollment: Final Confirmation
- Enrollment: Hospitality Call
- Enrollment: Initial Call
- Enrollment: Initial Placement
- Enrollment: Most Recent Call
- Enrollment: Pending Call
- Instructional: Assessment
- Instructional: Counseling

Instructional: Learning Environment

Instructional: Participation

Instructional: Performance

Instructional: Placement Change

Instructional: PIP

Instructional: Program Modification

Instructional: Spec Ed

Instructional: Status Change

Instructional: Student Support Meeting

Instructional: Teaching

Organizational: Outreach/Marketing

Organizational: Shipping

Organizational: State Count Day

Organizational: State Testing

Other

Technical: LMS Guidance

Technical: Support

Confidential? Only visible to users with permission.

Log Affects:

Comment:

Log Entries

Student Information - Madalyn

- **Accountability Report** - Accountability Report
- **Basic Student Information** - All basic information on a student (PLP)
- **Electives Sign-Up** - Electives Sign Up for PLP data view PC)
- **Learning.com Login** - Login information for learning.com
- **PLP** - Personalized Learning Plan
- **Start-Up Tasks: Teachers** - Tasks to be completed by teachers to open the 2004-2005 school year
- **Student Information Form-CO** - This is main form for collecting student information for Colorado
- **Student Status** - Key data items for determining a student's status and pacing. (PLP)
- **Teacher Roster** - Basic information about students prior to enrollment for the purpose of principals assigning teachers.
- **Withdrawal-Tasks: Teachers and Principals** - Fields for students that have W/D from CA that teachers and principals can populate

Basic Student Information - Madalyn

Homeroom Teacher: Carisa Edmund
Date of Birth: 05/19/1994
CA Start Year: 2003-2004

Ethnicity: White

- Special Considerations:
- IEP
 - 504 Plan
 - Title I
 - Gifted
 - IELL
 - Expelled
 - Disc. Proceeding in Process
 - None

Gender: F

What is the primary language spoken in the student's home?: English

Final Grade 04-05: 4

Final General 04-05: 4-F

Final Math 04-05: 4-F

Current Enrollment status 04-05: Active

Current Enrollment Stage 04-05: 4. Enrolled.

WebMail - Microsoft Internet Explorer

File Edit View Favorites Tools Help

Back Forward Stop Refresh Home

Address: http://schools.connectionsacademy.com/webmail/

Carisa

Inbox • Write Message • Modify This Folder • Add Folder

Steven Guttentag as Carisa Edmund

Inbox

There are 14 messages totaling 37k in this folder.

Click on a column name to sort messages by it. Click again to reverse the sort order.

		From	Subject	Sent	Size
<input type="checkbox"/>		Carisa Edmund			
<input type="checkbox"/>		Drafts			
<input type="checkbox"/>		Inbox			
<input type="checkbox"/>		Mass Webmails to Parents			
<input type="checkbox"/>		Students			
<input type="checkbox"/>		Adolph, Madalyn			
<input type="checkbox"/>		Arlidge, Alexandra			
<input type="checkbox"/>		Bentler, Wren			
<input type="checkbox"/>		Clark, Morgan			
<input type="checkbox"/>		Davis, Kendra			
<input type="checkbox"/>		Diviness, Brandon			
<input type="checkbox"/>		Douglass, Domingo			
<input type="checkbox"/>		Duran, Tynan			
<input type="checkbox"/>		Ener, Cassidy			
<input type="checkbox"/>		España, Alexandria			
<input type="checkbox"/>		Ford, Alexander			
<input type="checkbox"/>		Gallegos, Kali			
<input type="checkbox"/>		Gazley, Alexander			
<input type="checkbox"/>		Total Messages			
<input type="checkbox"/>		Smith, Larisa	book report	10/21/2004 11:34 AM	26k 1
<input type="checkbox"/>		Duran, Michelle	Re: portfolio	10/21/2004 11:13 AM	1k
<input type="checkbox"/>		Webb, Jonni	portfolio devins	10/20/2004 5:25 PM	1k
<input type="checkbox"/>		King, Wynette	scott reading	10/19/2004 5:50 PM	<1k
<input type="checkbox"/>		Ault, Sarah	Fwi Speech for David Cox	10/19/2004 4:47 PM	<1k
<input type="checkbox"/>		Miline, Estmer	October 15th assignments	10/19/2004 11:25 AM	<1k
<input type="checkbox"/>		Vimont, Alastair	runa scape	10/18/2004 3:56 PM	3k
<input type="checkbox"/>		Porter, Jocelyn	attendance	10/18/2004 10:38 AM	<1k
<input type="checkbox"/>		Sloan, Brenda	Electives	10/15/2004 12:53 PM	<1k
<input type="checkbox"/>		Wilczek, Kavia	Social Studies Quiz	10/14/2004 2:23 PM	<1k
<input type="checkbox"/>		Porter, Urlah	Re: Hello!	10/14/2004 12:18 PM	<1k
<input type="checkbox"/>		Jackson, Traci	PIP	10/13/2004 4:36 PM	<1k
<input type="checkbox"/>		White, David	Geography Test Unit 1 Lesson 10	10/9/2004 3:59 PM	<1k
<input type="checkbox"/>		Ener, Cassidy	writing F-unit 2 Lesson 13	10/7/2004 1:58 PM	<1k
<input type="checkbox"/>		Total Messages			

Steven Glittenlag as Carisa Edmund

Message Boards

The message boards are designed to facilitate the free exchange of ideas, information, and opinions between members of the Connections Academy (CA) community of schools. Any and all content appearing in the message boards does not necessarily represent the views of Connections Academy. The message boards are simply a transport vehicle and contain content that is written by students, parents, guardians, and learning coaches who are not under the control of Connections Academy. These contributions represent only the opinion of their respective authors, and should not be relied upon as the opinions of Connections Academy. All participants acknowledge that any reliance upon such content shall be at the sole risk of the person so relying. Please review our [Message Board Ground Rules](#) and [Topic Descriptions](#) before using the Message Boards.

Main Topics

[Create Main Topic](#)

total records

Topics	Subtopics	Threads
CA PTO Information (CAFA) Get involved with the Connections Academy Family Association	0	12 Edit
Colorado CA Schoolhouse Find out what is happening in Colorado's Southern Colorado Connections Academy and Denver Connections Academy	2	0 Edit
Curriculum and Instruction Explore academic based information and discussions	2	0 Edit
Playground Participate in a free exchange of ideas with peers	2	0 Edit
Technology Support - LMS Harness the support specifically for our Learning Management System	0	163 Edit
total records		

My Issues

Issue ID: Open Issues in new window?

Filter: Issues: Open; System: All; Status: All; Statuses:

ID	Issue	Status	System/Type	Component	Author	Created	Mod.
12175	Napier Family	Awaiting Feedback	Fulfillment Missing Equipment	Science Kit	Edmund, C.	9/15	10/7
12475	DCA-William Lavary EOY Return-2003-2004	Awaiting Feedback	Fulfillment EOY Returns	All Materials	Deamer, G.	7/28	10/20
12897	Taylor Winnings SCCA -Requesting Headsprout	Awaiting Feedback	Ed Services Special Ed	Default	Edmund, C.	10/7	10/18
3 Total Issues							

Personalized Learning Plan (PLP)

Students learn best when lessons match their interests and abilities. At Connections Academy, this is achieved through the development of the PLP – the blueprint for the student's lessons that year. Throughout the year, you and your child's teacher can adjust lessons to emphasize areas that need to be focused on in more detail. In addition, you may accelerate instruction in subjects where your child has particular strengths or interests.

Background

Contact Information

PLP Conferences

While the implementation of the PLP should be as individualized as the goals and strategies described within, it is expected that you meet with your child's teacher at several times during the year to develop and monitor the plan. Teachers should indicate the date of these meetings and post meeting notes in the student log.

An important part of the PLP process is the development of a customized course schedule for each student. Students in good academic standing in their core courses (math, social studies, language arts and science) are eligible to sign-up for electives. The selection of electives should be a collaborative process between the Learning Coach and the teacher. While electives can be selected anytime during the year, many Learning Coaches opt to sign up students during the second semester after students have a solid footing in their core courses. The earliest that students can begin electives is in October. If you have additional questions please read the Electives Catalog and contact your teacher.

Initial PLP Conference: 10/6/2004

Setting Goals and Personalizing the Schedule: _____

Mid-Year PLP Conference: _____

Final Conference: _____

Basic Student Information

Learning Profile

Skills Assessments

Student Goals

First Name	Final Grade 04-05	Final General 04-05	Final Math 04-05	Special Needs	Ethnicity	Gender	04-05 Enrollment Date	First Day Worked 04-05	Days Absent/Enrollment	Start	Attendance Metric	Participation Metric	Performance Metric	First Day Present	Last Day Present	Initial PLP Conference	Status	Contact Count	#OfContactsInLast 3Weeks	PercentContactedOneFaceToFace	LEAPTaken
Amarah	4	4-F	4-F		Al_Am	F	8/16/2004	8/16/2004	0		0.93	0.91	0.89	8/16/2004	10/19/2004	10/11/2004	6	0.85	1	100%	Both
Khalif	3	3-E	3-E		Al_Am	M	8/16/2004	8/16/2004	0		0.93	0.87	0.93	8/16/2004	10/19/2004	10/11/2004	6	0.42	0	100%	Math
Brlin	5	5-G	5-G		White	F	8/16/2004	8/16/2004	0		0.89	0.9	0.87	8/16/2004	10/21/2004	10/21/2004	4	0.32	1	100%	Math
Zarah	4	4-F	4-F		White	F	8/22/2004	8/27/2004	5		1.02	0.96	0.95	8/27/2004	10/21/2004	10/16/2004	6	1.02	0	100%	Both
Travis	4	3-E	4-F		White	M	10/4/2004	10/16/2004	2		1.12	0.57	0.62	10/16/2004	10/21/2004	10/16/2004	1	1.4	3	100%	Both
Tara	8	8-J	Skills IEP		White	F	8/23/2004	8/24/2004	1		1.06	0.46	0.95	8/24/2004	10/20/2004	9/28/2004	5	1.21	2	100%	Reading
Aja	7	7-I	6-H		Hisp_LatF	F	8/16/2004	8/16/2004	0		0.89	0.8	0.82	8/16/2004	10/20/2004	10/13/2004	6	0.32	1	100%	Both
Sierra	5	5-G	5-G		White	F	8/16/2004	8/16/2004	0		0.91	0.9	0.81	8/16/2004	10/20/2004	10/14/2004	1	0.42	0	100%	Both
Bradley	3	3-E	3-E		White	M	8/16/2004	8/16/2004	0		0.89	0.94	0.97	8/16/2004	10/21/2004	10/11/2004	1	0.85	1	100%	Both
Emily	6	6-H	6-H		White	F	8/16/2004	8/16/2004	0		0.89	0.91	0.92	8/16/2004	10/21/2004	10/11/2004	1	0.74	1	100%	Both
Nicole	6	6-H	6-H		White	F	8/18/2004	8/23/2004	5		0.9	0.81	0.79	8/17/2004	10/21/2004	10/12/2004	4	1.66	2	100%	Both
Michael	8	Plato	Plato		White	M	10/14/2004	10/15/2004	1		0.23	0.21	#VALL	10/15/2004	10/15/2004	10/12/2004	1	3.5	2	100%	Both
Danielle	8	8-J	8-J		Hisp_LatF	F	9/3/2004	9/9/2004	6		0.9	0.83	0.71	9/9/2004	10/19/2004	10/4/2004	1	1.17	4	100%	Both
Johanna	3	3-E	3-E		White	F	9/21/2004	9/25/2004	4		0.7	0.5	0.95	9/27/2004	10/21/2004	9/22/2004	1	0.54	0	80%	Reading
John	5	5-G	5-G		White	M	9/23/2004	9/27/2004	4		0.76	0.38	0.94	9/27/2004	10/21/2004	9/22/2004	1	0.58	0	90%	Both
Lauren	8	8-J	8-J		White	F	8/16/2004	8/16/2004	0		0.98	0.95	0.87	8/16/2004	10/21/2004	9/22/2004	6	0.42	1	100%	Both
Cathie	3	3-E	3-E		White	F	8/26/2004	8/31/2004	5		0.71	0.35	0.96	8/31/2004	10/20/2004	10/8/2004	1	0.69	1	100%	Both
Delenn	1	1-C	1-C		White	F	8/26/2004	8/31/2004	5		0.71	0.52	1	8/31/2004	10/20/2004	10/8/2004	1	0.69	1	100%	Both
Charles	8	8-J	7-I		White	M	8/16/2004	8/16/2004	0		1.02	1.02	0.82	8/16/2004	10/21/2004	9/22/2004	6	0.53	0	100%	Both
Shaelyn	8	8-J	8-J		White	F	8/16/2004	8/16/2004	0		1.02	0.84	0.81	8/16/2004	10/21/2004	10/15/2004	2	0.85	1	100%	Both
Christopher	6	6-H	Saxon IEP		Hisp_LatM	F	8/18/2004	8/23/2004	5		0.93	0.92	0.65	8/16/2004	10/15/2004	10/15/2004	4	1.07	0	100%	Both
Shyann	7	7-I	7-I		White	F	8/16/2004	8/16/2004	0		0.91	0.86	0.55	8/16/2004	10/15/2004	9/27/2004	1	0.95	2	100%	Both
Lillian	8	6-H	6-H IEP		White	F	8/16/2004	8/16/2004	0		1.08	0.39	0.83	8/16/2004	10/21/2004	10/18/2004	5	1.48	2	100%	Math
Javier	5	5-G	5-G		Hisp_LatM	F	8/16/2004	8/16/2004	0		1.04	1	0.84	8/17/2004	10/21/2004	10/18/2004	6	0.64	2	100%	Both
Ramon	5	5-G	5-G		Hisp_LatM	F	8/16/2004	8/16/2004	0		1.04	0.98	0.82	8/17/2004	10/21/2004	10/18/2004	6	0.64	1	100%	Both
Kaylee	5	5-G	5-G		Hisp_LatM	F	9/1/2004	9/2/2004	1		1.09	0.87	0.92	9/2/2004	10/21/2004	10/12/2004	6	0.57	0	100%	Both
Brandon	2	2-D	3-E		White	F	8/16/2004	8/16/2004	0		0.98	1.03	0.98	8/16/2004	10/19/2004	10/19/2004	5	0.84	2	100%	Both
Robert	8	7-I	7-I		White	M	8/16/2004	8/16/2004	0		0.98	0.8	0.98	8/16/2004	10/19/2004	10/19/2004	5	0.53	1	100%	Both
Brittany	4	4-F	4-F		White	F	8/30/2004	9/3/2004	4		0.7	0.72	0.8	9/7/2004	10/21/2004	10/15/2004	1	0.44	1	100%	Both
Crystal	8	8-J	8-J		White	F	8/16/2004	8/16/2004	0		0.83	0.86	0.83	8/16/2004	10/21/2004	10/15/2004	6	0.53	1	100%	Both
Sabin	7	7-I	7-I		White	F	8/16/2004	8/16/2004	0		0.93	0.84	0.83	8/16/2004	10/21/2004	10/15/2004	1	0.64	1	83%	Both
Christopher	8	8-J	Skills Tutor-5		White	M	9/21/2004	10/6/2004	15		0.37	0.16	#VALL	9/30/2004	10/21/2004	9/28/2004	4	3.27	2	0%	Both
Rebecca	7	7-I	7-I		White	F	8/16/2004	8/16/2004	0		1	0.86	0.79	8/16/2004	10/21/2004	10/7/2004	6	0.74	2	100%	Both
Renl	4	4-F	5-G		White	F	8/16/2004	8/16/2004	0		0.98	1.06	0.93	8/16/2004	10/19/2004	9/20/2004	6	0.53	0	100%	Both
Katie	6	6-H	6-H		White	F	8/25/2004	9/7/2004	13		0.83	0.41	0.89	9/19/2004	10/21/2004	9/20/2004	4	0.95	1	100%	Both
Christopher	3	3-E	3-E		Hisp_LatM	F	10/15/2004	10/18/2004	3		1.67	1.58	#VALL	10/18/2004	10/21/2004	10/18/2004	1	2.33	1	100%	Both
Leah	4	4-C	4-C		White	F	10/15/2004	10/18/2004	3		1.67	1.6	#VALL	10/18/2004	10/21/2004	10/18/2004	1	2.33	1	100%	Both

Exhibit E

Connections Academy Network Infrastructure & Security

Data center

Connections Academy's production site is hosted at Sylvan's 6,500 sq. ft. "Koldkiss" data center. This data center provides a secure physical and technical operating environment that facilitates the delivery of consistently reliable Web services. The Koldkiss facility is custom designed and sized for scalability, offering unique hosting and co-location services. Koldkiss is equipped with redundant uninterruptible power supplies and an on-site diesel generator. A team of technicians is on hand 24 hours a day, 7 days a week to ensure successful management and maintenance of all facility operations. The physical security of the Koldkiss data center is monitored by video surveillance. Card key and biometric scanners control access to the facility.

Network and Systems Operations

Connections Academy's multi-layer network employs a modular, scalable design that provides multiple levels of redundancy and fail-over, which is built on a platform of multiple Cisco 3600 series routers, multiple Cisco PIX 525 Firewalls, redundant Cisco 3500 series switches, and redundant Alteon content and load-balancing solutions. This design enables Connections Academy to maintain a high-availability network infrastructure while minimizing downtime.

Security Management

Connections Academy has invested significantly in a variety of infrastructure security measures to ensure the safest network transmissions of our confidential and sensitive communications and to avoid service disruptions resulting from the accidental or intentional actions of external parties.

Internet Bandwidth

The "Koldkiss" data center is serviced by two fully diverse high-speed Internet backbones. The primary connection is an OC-3 provided by Global Crossing. A backup connection is provided by AT&T via a burstable T3.

Load Balancing

Connections Academy uses multiple Alteon AD-3's to provide a high-performance load balancing solution. This approach ensures continuous accessibility, scalable performance and balanced site traffic activity between multiple servers allowing for higher throughput and availability of Connections Academy's web-based services.

Data Backup

To ensure that valuable data is available when needed, Connections Academy has built a quality infrastructure that affordably protects our Web sites and content.

Powered by BackupExec™ from VERITAS Corporation, the system utilizes Dell DLT multi-drive tape backup libraries. Connections Academy has a rotating backup schedule for all server resources. On a bi-weekly basis, the backup tapes are removed for secure off-site storage.

Web server backups include a complete snapshot of all application data, content data, configuration files, data files, registry files, and libraries.

- **Incremental** – The Web servers are backed up incrementally each day.
- **Full** – The Web servers are backed up fully once a week.

Database server backups include database files and the database structure.

- **Incremental** – The SQL database are backed up incrementally each day.
- **Full** – The SQL database are backed up fully once a week.

Site Monitoring & Site Security

Connections Academy's security services, powered by SiteScope, SNORT and HP Openview, provide a complete end-to-end Information Assurance, and Vulnerability Detection solution. Connections Academy's Network Operations Centers (NOC) staff monitors the web-hosting environment 24 x 7 x 365. In the event that a Web site is not meeting the appropriate operating and performance criteria, alerts are sent automatically to the NOC staff and engineering team to resolve the issue as soon as possible.

Site Monitoring includes:

- Monitor HTTP Service & SSL for HTTP service for availability and response times
- Perform Server PINGS
- Monitor Server URLs for availability, content and response times
- Display current status of all monitored components on a user-authenticated site
- Automatic alert notification if established thresholds are exceeded
- Monitor server CPU Utilization, disk space, memory, services and bandwidth
- Execute SQL queries to ensure database is functioning properly

Infrastructure Security Components:

- **High Availability Firewall** – Dual Cisco PIX Firewalls ensure a high level of network access and information availability, as well as integrity and privacy with the redundant structure that supports synchronization and automatic fail-over
- **Corporate VPN** – Connections Academy operates an IPSEC VPN to create efficient trust relationships for both site-to-site and desktop to host operations.
- **Intrusion Detection System (IDS)** - IDS enhances protection by proactively monitoring for security violations or system misuse. Through a series of built-in alarms,

our NOC & engineering teams are automatically alerted to any suspicious activity, prompting quick response and assuring the security of the systems.

Hosting Service Level Agreement (SLA)

Connections Academy's web hosting environment, which is defined as the facility, network infrastructure, and internet access are guaranteed to be available 99.5% of the time.

Production Environment

The production environment includes the following servers:

Multiple Load Balanced IIS Servers

Server	Custom
CPU	2 x Pentium III 700 MHz
RAM	1GB
Disk	2 x 9 GB
OS	Windows 2000, IIS5

Multiple Microsoft SQL 2000 Enterprise Database Servers

Server	Compaq DL380
CPU	2 x Pentium III 933 MHz
RAM	1024 MB
Disk	3 x 74 GB Raid 5, 3 x 18.2 Raid 5
OS	Windows 2000

One (1) SMTP Gateway Server

Server	Custom
CPU	1 x Pentium III 700 MHz
RAM	1 GB
Disk	5 x 36 GB Raid 5
OS	Windows 2000

Multiple Monitoring/IDS Servers

Server	Custom
CPU	2 x Pentium III 700 MHz
RAM	1GB



PARENT SATISFACTION SURVEY

School Year 2003-2004

January 14, 2004

Introduction

Connections Academy conducted its second annual Parent Satisfaction Survey in December 2003 to find out how our parents and learning coaches grade our program on several key issues. As we did last year, we will use this information to make changes to the program for the current semester and future years.

Methodology

Connections Academy conducted the survey from December 12 to December 29. The questionnaire was distributed via webmail to all parents and caretakers in our program. We received 839 responses representing 65 percent of all households in our program. At least 60 percent of households from each Connections Academy school responded. Connections Academy operates schools in Arizona, Colorado, Florida, Ohio, Pennsylvania, and Wisconsin.

The survey was modeled on last year's survey. We expanded the survey this year to include specific program questions. For a direct comparison, this report will focus on the broad questions that were also included in last year's survey. (In a couple instances we include some new questions in this report when it is relevant.) The largest section of the survey required the respondent to answer whether they agreed or disagreed to several statements regarding Connections Academy. The respondent could answer Agree Strongly, Agree, Disagree, or Disagree Strongly. The respondent was later asked what overall grade they would give Connections Academy and they could select A, B, C, D, or F. We asked two open-ended questions: "Please tell us what you like best about Connections Academy?" and "If you could change one thing about Connections Academy what would it be?" These two questions provided the material for the comments included in this report.

Key Results

- **90 percent** of respondents graded Connections Academy an **A or B**.
- **95 percent** of respondents said the **Overall Program** was **Excellent or Good**.
- **93 percent** agreed or agreed strongly that their children are **Making Good Progress**.
- **91 percent** agreed or agreed strongly that their children are **Enjoying the Program**.

Survey Results

High Scores for Connections Academy and the Overall Program

Connections Academy parents continued to give the Connections Academy program high marks. For the second year in a row, 90 percent of CA parents gave the program an "A" or "B" when asked to evaluate the overall program. The percentage of parents giving the program an "A" jumped to 49 percent from 40 percent last year. Only 10 respondents out of more than 800 gave the program only a "D" or "F".

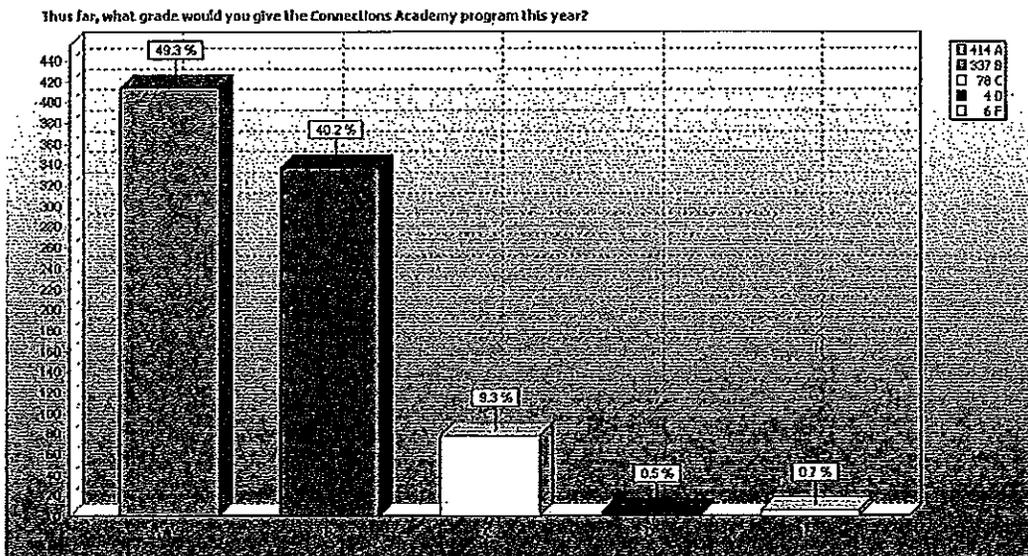
When asked to rate the Overall CA Program, 95 percent of survey respondents gave the Overall CA Program a rating of Excellent or Good. (The other possible choices were Fair or Poor.) More than half of the parents – 54 percent - reported that the program overall was Excellent.

"My family loves Connections Academy. This is a wonderful program that is perfect for parents who want to make sure their children are getting the personalized education of homeschool while having a trained teacher at their disposal for assistance. Connections Academy is the best thing that has ever happened to the public school system and it has helped my family and my children excel in learning as no other school would have."

Florida Connections Academy parent

"My daughter loves her lessons and is proud to be a Connections Academy student. What more could a mother ask for?"

Denver Connections Academy parent



Children are Enjoying the Program

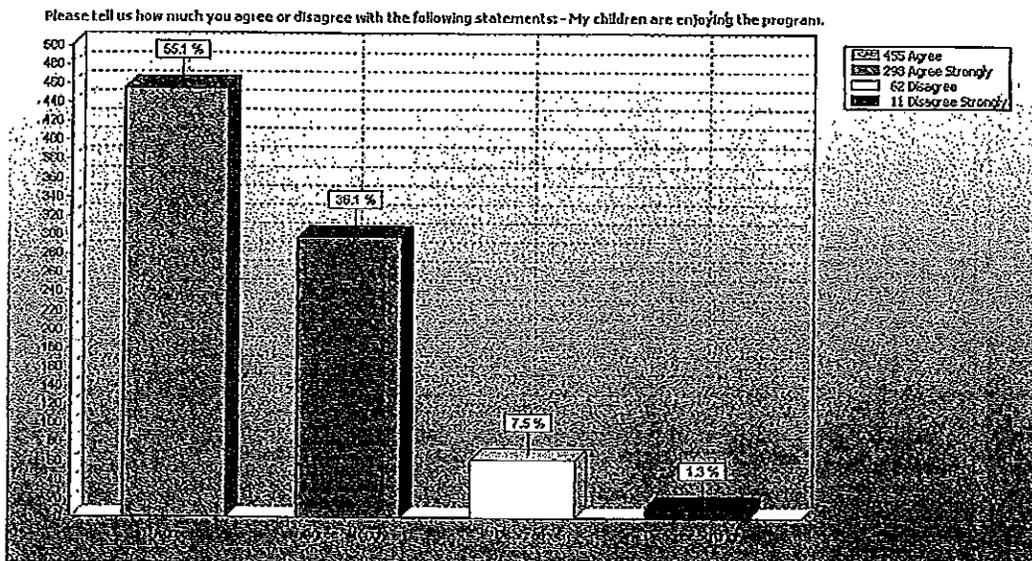
Parents reported in the survey that their students were enjoying the program, with more than 91 percent of parents agreeing or agreeing strongly to the statement: "My children are enjoying the program." This is an increase from 89 percent last year.

"For the first time in six years my son is actually learning and enjoying learning!!!"
Ohio Connections Academy parent

"My daughter is more interested in school than she was in her former school because she is with someone that cares about her education."
Florida Connections Academy parent

"This is the first time my son has had Science and Geography. He is doing great and he loves it."
Commonwealth Connections Academy parent

"My daughter gets so excited about how much she has accomplished."
Florida Connections Academy parent



Program More Flexible

One of the concepts discussed most often by parents in last year's survey – both pro and con – was the flexibility of the CA program. Based on the results of this year's survey, it appears that many of the initiatives designed by CA to improve the program's flexibility have been successful. The percent of parents who agreed or agreed strongly to the question "The program is flexible" increased to 84 percent from 75 percent last year. (Some of these improvements included adding additional electives and developing an online scheduler.)

"I really love that I am able to customize the schedule and lessons so that they meet the needs of my children. They are not forced ahead when they are not ready or held back when they are ready to advance."

Commonwealth Connections Academy parent

"What I like best is the Personalized Learning Plan and the flexibility of the schedule. The most important thing is that my children are learning at their own pace and are really enjoying the program for all it has to offer."

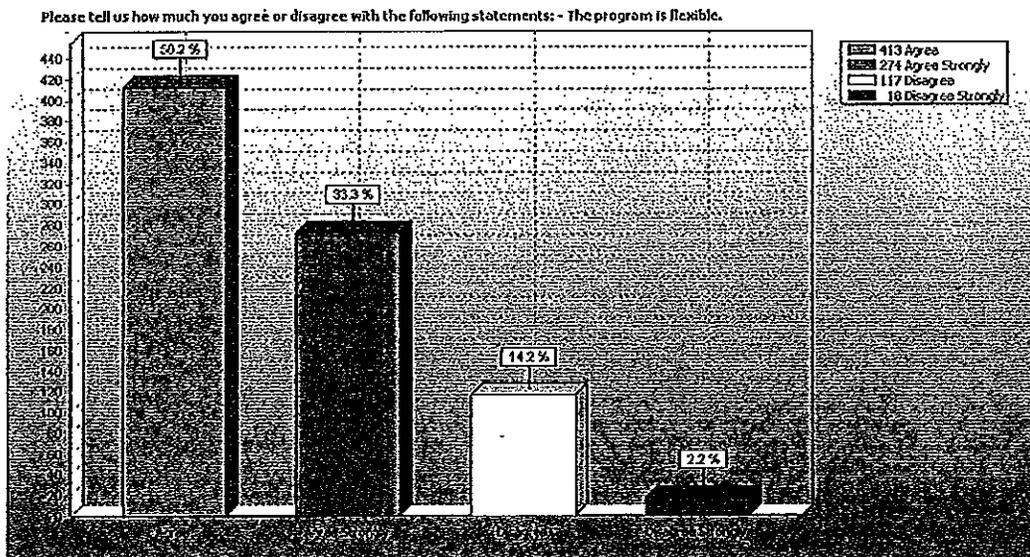
Florida Connections Academy parent

"The best thing about Connections Academy is that my son can work at his own pace."

Commonwealth Connections Academy parent

"I can set the pace for my child. He is very gifted and we are able to move through the lessons very quickly while spending more time on areas of particular interest."

Southern Colorado Connections Academy parent



Computers Improve the Learning Experience

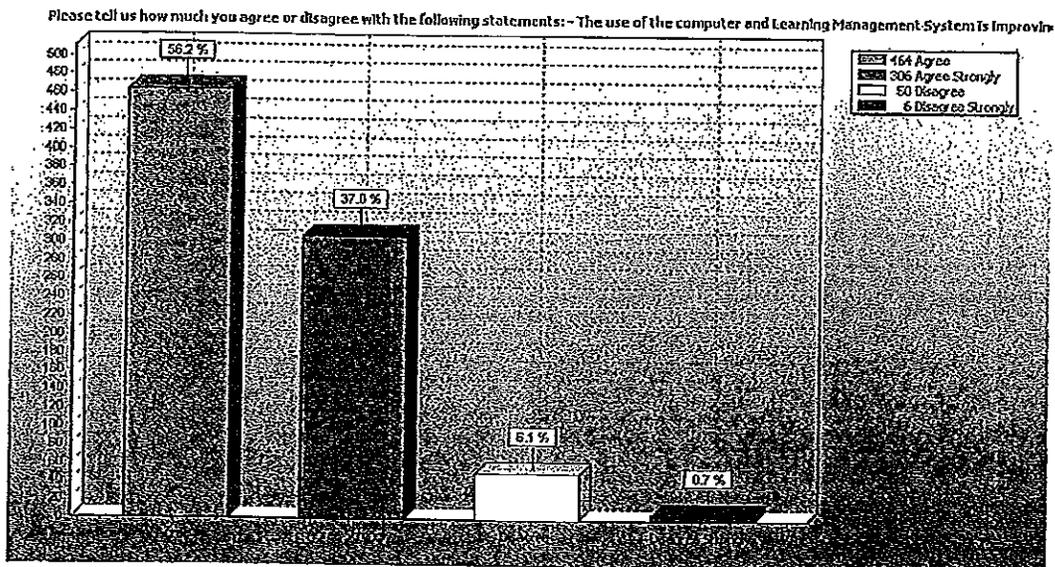
Connections Academy parents agree that computers play an important and beneficial role in the education of their children and the organization of the program. More than 93 percent of parents agreed or agreed strongly to the statement "The use of the computer and Learning Management is improving the Learning Experience."

"I LOVE the Learning Management System and how organized this school is!"
Commonwealth Connections Academy parent

"I like the tech support very much."
Chancellor Arizona Connections Academy parent

"I like how this program challenges my student and how it utilizes the computer. I like that my student has the ability to submit material through the computer system using the tools available to him. He especially likes completing tests on the computer."
Commonwealth Connections Academy parent

"My children enjoy the technology classes and the BrainPop movies."
Ohio Connections Academy parent



Children Making Good Progress

Parents indicated that their children are thriving academically with the Connections Academy program. More than 93 percent of parents agreed or agreed strongly that their children are making good progress. This is an increase from 90 percent during last year's survey.

"I like the one-on-one interaction that I am able to have with my child and being able to watch her improve in the subjects that she was struggling with."

Florida Connections Academy parent

"I am pleased with his progress! Last year my son got by doing 15 percent of his work. This year he is doing 100 percent. This was a good choice for us to make. Thank you all!"

Chancellor Arizona Connections Academy parent

"What I like best about Connections Academy is it allows me to monitor my child's schooling. When he read his first sentence, it almost brought me to tears."

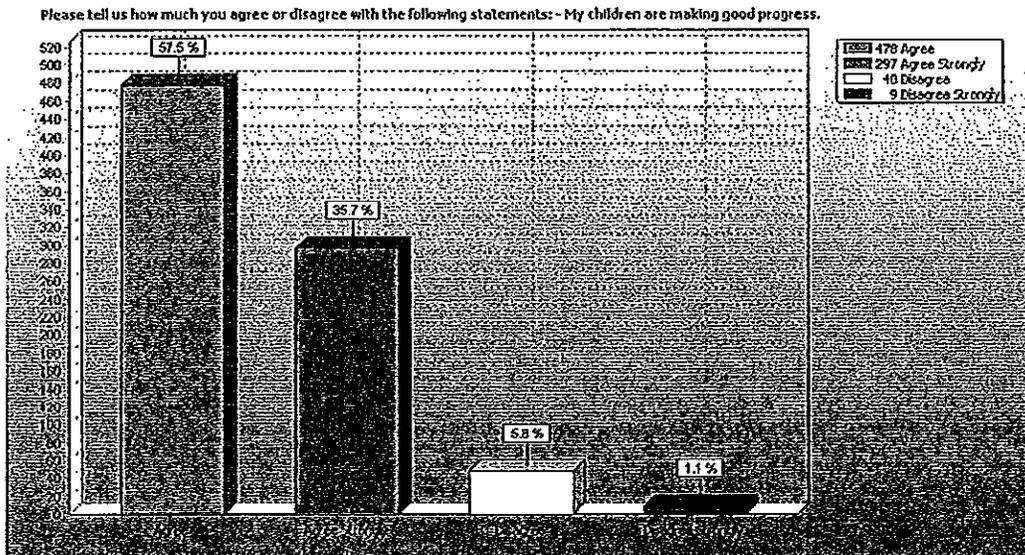
Florida Connections Academy parent

"My child is learning more with one-on-one teaching rather than a classroom of 25 students."

Commonwealth Connections Academy parent

"Although the improvements are small and gradual, people who know my son comment that he has improved much in the past three months."

Denver Connections Academy parent



Opportunities for Interaction

One of the most important issues for a virtual school is to be able to provide opportunities for students to interact with fellow students and the community. Based on the survey results, parents feel that Connections Academy does a good job of providing interaction opportunities; however, there is room for improvement. More than 70 percent of parents report that the program provides opportunities for interaction with other families.

"I like the interaction between my daughter and her teacher. Denver Connections Academy also gives her an opportunity to interact with classmates and other students from all over the country."

Denver Connections Academy parent

"I like that my child is able to interact with other children."

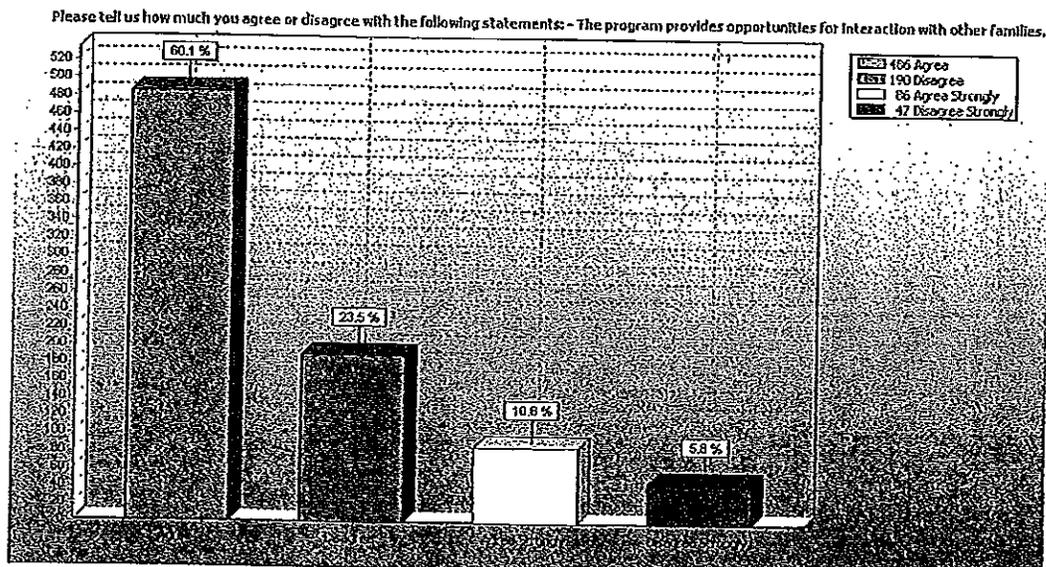
Commonwealth Connections Academy parent

"I think it is great that my daughter can talk with other children within the program and the parents are able to chat with each other for advise and support."

Commonwealth Connections Academy parent

"I like the communication between the principal, teachers and students. I enjoy the newsletters and the fact that we can connect with other children."

Denver Connections Academy parent



Teachers are Helpful and Informed

About 88 percent of parents agreed or agreed strongly that the program teachers provide valuable assistance with the curriculum. Many parents commented on how their program teachers were able to help them understand the curriculum better as well as make their transition to Connections Academy easier.

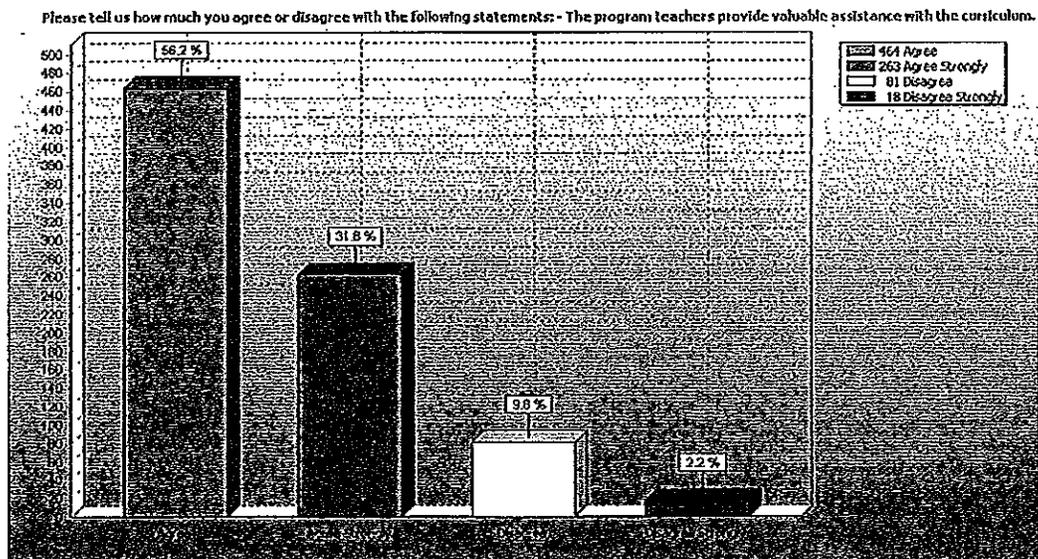
"The teachers and principal are wonderful and very helpful. The program is excellent."
Wisconsin Connections Academy parent

"Kate Hooks has been a valuable resource for my 6th grade daughter. She always makes sure the questions are answered and makes you feel like she was glad you called."
Southern Colorado Connections Academy parent

"The teachers actually care about what the children are learning. They are willing to help in any way possible to make sure that the children are learning. The teachers listen to the parents about the children's learning needs."
Wisconsin Connections Academy parent

"The help from the program teachers is wonderful. They answer questions in a timely manner and always have great suggestions for problems that may arise."
Commonwealth Connections Academy parent

"I like that the teachers care as much about my child's needs as I do."
Denver Connections Academy parent



Connections Academy Curriculum is Challenging

Connections Academy offers a print-rich curriculum that incorporates online elements. More than 70 percent of parents agreed or agreed strongly that the CA curriculum is more challenging than their child's former schooling.

"The curriculum is fantastic. It is challenging and gets them thinking."

Commonwealth Connections Academy parent

"I like the curriculum. It is self-paced and challenging for my son."

Chancellor Arizona Connections Academy parent

"The curriculum is outstanding. All of the text and workbooks are full color with photographs. The program has no 'fluff' or tedious busy work. My student is really enjoying everything."

Ohio Connections Academy parent

"Connections Academy is a challenging and yet adaptive program that allows me to understand my son's strengths and weaknesses."

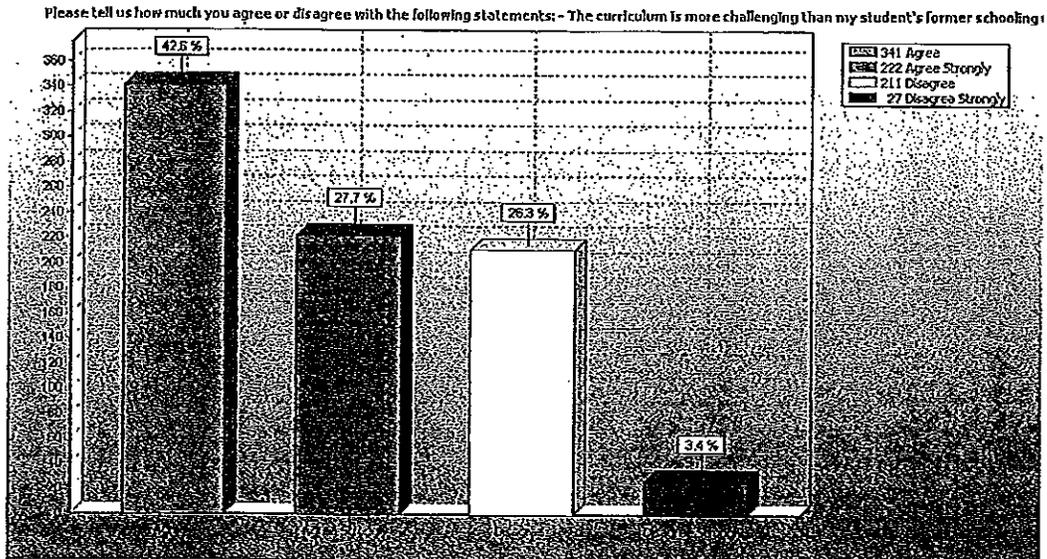
Florida Connections Academy

"I am totally impressed with the rigor of the curriculum."

Commonwealth Connections Academy parent

"The curriculum is outstanding, well organized and well supported by our teacher. I like that the quality of my son's learning experience is head and shoulders above what we have experienced before. I credit the curriculum, the one on one instruction, and being able to slow down and take the time he needs to really learn the lessons."

Wisconsin Connections Academy parent





CONNECTIONS ACADEMY

Connections Academy
 1000 Lancaster Street, 6th Floor
 Baltimore, MD 21202
 Attn: Registrar
 Phone: 800-382-6010 Fax: 800-887-6590
www.connectionsacademy.com

PARENT/LEARNING COACH AGREEMENT (PLCA)

Part A - Learning Responsibilities

I UNDERSTAND AND AGREE TO THE FOLLOWING (*Carefully read and initial beside each of the numbers below*):

1. ____ I am registering my child(ren) in a public school that has specific rules and standards.
2. ____ I am responsible for the School's property and can only use it to teach my child(ren).
3. ____ I am responsible for ensuring that my child(ren) complete their work and make progress.
4. ____ I will stay with my child(ren) while they work, will hand in required work and stay in touch with the Teacher.
5. ____ I will schedule enough time in my day to teach my child(ren).
6. ____ I will mark my child(ren) absent or present for each School day.
7. ____ I will arrange for my child(ren) to be present in person at any testing site designated by the School in order for them to participate in Student counts, mandatory meetings and any standardized tests that states and/or schools are required to administer under state or federal law.
8. ____ I will follow all the rules in this PLCA and the Student Handbook ("Handbook").
9. ____ I will provide my child(ren)'s records and accurate information to the School when asked.
10. ____ If I cannot be the Learning Coach, I will find a qualified Learning Coach. I will make sure that my child(ren) is (are) safe, able to learn with the Learning Coach, and that the Learning Coach follows the PLCA and the Handbook.

STUDENT AND LEARNING COACH CONFIRMATION:

(Fill out the names of the Learning Coach(s) and the Child(ren) below)

Name of Child(ren) registered in CA School	Name of Designated Learning Coach	**Learning Coach Signature (if not Parent/Guardian)	Date

To secure permission for individuals other than those listed for access to the Learning Management System ("LMS") and Student records, submit a Consent to Disclosure of Educational Records Form available online after the first day of School. By signing below, I agree the information in the box above is accurate. I acknowledge that I have read, I understand and I agree to the provisions of this Agreement, including the terms and conditions attached hereto, regarding my responsibilities, and that if I violate any of these rules, the School may consider me in material breach of this Agreement. Any material breach of this Agreement may, at the option of the School, obligate me to return all of the School's equipment and educational materials.

Connections Academy School _____
 Parent/Guardian _____ Parent/Guardian _____
 Signature _____ Signature _____
 Date _____ Date _____
 Check if Legal Guardian Check if Legal Guardian

**By signing in the box above, The Learning Coach also confirms that s/he has read, understands and will abide by this Agreement.

PLEASE SUBMIT THIS PAGE ONLY VIA FAX OR MAIL TO CONNECTIONS ACADEMY AT THE ADDRESS ABOVE

TERMS AND CONDITIONS OF THE AGREEMENT

This Parent/Learning Coach Agreement (Part A-Learning Responsibilities) (the "Agreement"), is agreed to by all of the parent(s) or guardian(s) (whether one or more, the "Parent"), and by the designated Learning Coach ("Learning Coach") and the School for the 2004-2005 School year for the child(ren) ("Student(s)") identified in the Student and Learning Coach confirmation (page 1).

A. SCHOOL'S RESPONSIBILITIES

1. The School will contact the Parent on a regular basis and treat the Parent as a valued and respected partner in the common goal for high student academic achievement.
2. The School will partner with the Parent to provide a Personalized Learning Plan ("PLP") to meet the Student's individual needs.
3. The School will provide a quality instructional program, including curriculum, instructional materials, and certified, well-trained teaching staff.
4. The School will have Technical and Student Support available during regular School hours to assist the Parent, Student and Learning Coach.
5. The School will make a strong effort to incorporate Parent, Student, Teacher, and Staff feedback for the continued improvement of the Program.
6. The School will encourage the Student's social interaction with other School Students and families by having Community Coordinators to organize various events.
7. The School will assist the Parent with tips on organizing the workspace and establishing a flexible instruction schedule.
8. The School will pay attention to the special needs of the Student and follow Individual Education Plan ("IEP") requirements for services and modifications to address these needs.
9. The School will support the Parent in providing School records or other required information to transfer the Student to another educational program where proper consents in accordance with state and federal law are provided.
10. The School will always operate with the best interests of the Student in mind.

B. PARENT'S RESPONSIBILITIES - GENERAL

1. The Parent agrees to perform the duties of a Learning Coach as outlined in Section C if s/he meets the criteria, or must designate a Learning Coach who meets the criteria and is able to perform the duties set out in this Agreement.
2. The Parent will be responsible for the actions of the designated Learning Coach and will ensure that the Learning Coach adheres to this Agreement and the Handbook.
3. The Parent will ensure that the Student participates in any assessments, immunizations, Student counts, mandatory meetings or screenings, as is required for any public school by state or federal law.
4. The Parent shall be responsible for the safety of the Student while involved in School activities, while the Student is under the Parent or Learning Coach's supervision.
5. The Parent shall be responsible for providing an appropriate educational environment for each instructional day.

6. The Parent acknowledges s/he has been informed of the School's mandatory state testing requirement, agrees to adhere to this requirement, and will be responsible for ensuring the Student's attendance at the designated test center. Failure of the Student to participate in the standardized tests that states and/or schools are required to administer under state or federal law, without sufficient cause, shall be a material breach of this Agreement. The sufficiency of the cause for such failure to participate shall be determined by the School, in its sole discretion. Any such breach of this Agreement may disqualify the Student for continued enrollment in the School, subject to any due process procedures contained in the Handbook.

7. The Parent shall be responsible for ensuring that the Student meets any attendance and assignment completion requirements as indicated in the Handbook, and as required by state law or regulations.

8. The Parent shall fully cooperate with the School in arranging placement tests and completing all required forms and enrollment documentation.

9. The Parent shall read the Handbook prior to signing this Agreement and agrees to abide by its terms. During the enrollment process the Handbook will be available for review online in the Virtual Library, or lacking access, the Parent can request a copy by mail. During the School year, the Handbook will be posted in the Virtual Library and may be updated during the year. Parents will be informed of updates and will be responsible for abiding by any such updates.

10. The Parent shall be responsible for ensuring all provisions (e.g., requests for permission of ex-spouse/natural parents) pursuant to a court order, state statute, or legally binding document relating to such matters as divorce, separation, or custody are adhered to. Unless the Parent provides to the School evidence and written notice of any such document that will affect this Agreement, the School will give full educational record disclosure rights and access to all signatory Parents/Guardians. The Parent shall submit a *Consent to Disclosure of Educational Records Form*, available online after the first day of School, to request permission for anyone else.

11. The Parent can withdraw the Student from the School at any time by providing written notice and indicating the qualified educational program as permitted by state law that will be provided. The School shall have the option of requesting a conference with the Parent prior to such action being taken.

C. PARENT'S RESPONSIBILITIES - INSTRUCTIONAL MATERIALS

1. The Parent will be responsible for obtaining basic school supplies, such as pencils and paper according to the list provided at the start of the year.

2. The Parent shall arrange for Internet Service for the School year. The School is not responsible for the upkeep or maintenance of such Internet Service and it must meet minimum standards for speed, availability and compatibility to meet the requirements of the LMS. Some Schools will supply an Internet subsidy in amounts at predetermined dates, but only so long as the Student is enrolled.

3. The Parent shall be responsible for the Student's use of the Internet, and hereby holds the School harmless for any actions or activities resulting from the Student's use. The Parent further acknowledges that inappropriate material is available on the Internet and that the School is not able to ensure that such content will not be accessible to Students. Internet filtering software is available on request by calling Technical Support at 800-382-6010. Technical Support can also assist with configuring your computer to limit pop-up ads and inappropriate material. However, your Internet Service Provider is ultimately responsible for determining what unsolicited information is provided to your account.

4. The School permits the Student, Parent, and the Learning Coach to temporarily use and possess its instructional materials and equipment, which temporary right expires upon the Student's termination of enrollment.

5. The Parent shall be solely liable for the safe keeping, and for the loss or damage of instructional materials and equipment provided by the School while in their or the Learning Coach's possession, and for ensuring that these are not sold, distributed, loaned, or used for any purposes other than the instruction of the Student.

6. The Parent shall be responsible for keeping their Student's User ID and password confidential.

7. The Parent shall be responsible for confirming the inventory of all instructional materials provided to the Student according to the packing list. Some materials may be used but should be in good condition. If a Parent receives any materials that are not in useable condition, s/he should notify the School within seventy-two (72) hours of receipt of any discrepancies by Web mail or by calling Student Support at 800-382-6010. If the Parent fails to provide this notice s/he will be deemed to have received all required materials in a satisfactory condition.

8. The Parent acknowledges that the School reuses non-consumable materials and understands that any instructional materials or equipment returned in a damaged condition will result in reasonable and customary repair or replacement charges as permitted by state law.

9. The Parent acknowledges that returning Students, or those seeking to progress to a new level or receive new course materials, must return all instructional materials and equipment prior to receiving any new materials.

10. The Parent shall immediately return all instructional materials not specifically identified in the packing list as consumables at the end of the School year, upon a termination of enrollment or withdrawal for any reason. The School will pay the return shipping costs. Parents are responsible for returning all materials in their original shipping packaging or obtaining replacement packaging at their own expense, as instructed by the School. Parents are responsible for maintaining documentation that materials were provided to a shipper authorized by the School. The Parent will be responsible for replacing any materials that are not returned in accordance with the following schedule:

- (a) Prior to October 1 – All unused consumables such as paints and all non-consumables such as textbooks, hard and soft covered trade books, maps, etc. (a detailed list will be provided by the School) must be returned. Any materials not returned will be charged to the Parent at their replacement cost;
- (b) Prior to March 1 – All unused consumables and non-consumables must be returned;
- (c) After March 1 – No consumables need to be returned, only non-consumables.

D. LEARNING COACH'S RESPONSIBILITIES

1. The Learning Coach is required to meet the following criteria:

- (a) Be at least eighteen (18) years of age;
- (b) Have the capacity to read, understand, and deliver lesson plans and other instructions provided by the School and supervise the Student in the performance of his/her assignments and assessments;
- (c) Be physically available in the same location as the Student during learning activities;
- (d) Be available to transport the Student to any required in-person activities such as standardized tests that states and/or schools are required to administer under state or federal law;
- (e) Be able to provide a suitable location for instruction;
- (f) Be willing and able to ensure the safety of the Student while under their supervision; and
- (g) Be willing and able to perform all of the duties outlined in this Agreement.

2. The Learning Coach shall read and sign this Agreement and abide by its terms, as confirmed by the Learning Coach's signature in the Student and Learning Coach confirmation (page 1).

3. The Learning Coach acknowledges that s/he is not an employee, contractor, or affiliate of the School and that the School has no responsibility for the Learning Coach's activities or actions.

4. The Learning Coach shall satisfactorily complete any required online orientation and/or training sessions before the School will ship any equipment or materials to the Student. The School's and state policies may make an exception for a Learning Coach who does not have computer access, and where the School has agreed to provide one.
5. The Learning Coach shall read the Handbook, including amendments, and abide by its terms.
6. The Learning Coach shall prepare and document a schedule of instruction for the Student in accordance with the instructions provided by the School.
7. The Learning Coach shall assist with developing a PLP for each Student. The Learning Coach must provide regular guidance and instructional assistance to the Student and must communicate regularly with the School regarding the Student's instructional activities in the manner outlined in the PLP.
8. The Learning Coach shall administer all assessments and other progress measures provided by the School, and submit them to the School as requested on a timely basis.
9. The Learning Coach shall ensure that the Student completes the required hours of instruction in a School year (as defined in the Handbook) to complete one grade level. The Learning Coach will schedule a minimum of 3-6 hours of instruction per day as required depending on the Student's age and grade level.
10. The Learning Coach must regularly review and discuss completed work with the Student, and encourage the Student to progress at their own pace to complete his/her assigned lessons.
11. The Learning Coach will report any instructional or program difficulties to the School as outlined in the Handbook.
12. The Learning Coach shall log into the School's LMS preferably on a daily basis. Failure to access the system an average of four (4) days out of every seven (7) calendar days (except during scheduled vacations or excused absences as set out in the Handbook) will result in a conference between the Learning Coach, Parent, Teacher, and School Principal. Continued failure to access the system will result in the School withholding any reimbursement for connectivity and may result in the termination of the Student's enrollment.
13. The School operates according to a defined School Calendar. Based on the particular arrangement in each state and with approval of the Principal, the Learning Coach may be able to extend the School year for Students who have enrolled for the following School year, so long as the last School day is no later than the earlier of three weeks after the end of the scheduled School year, or July 15. All materials for Students who have completed the current School year, but are not continuing at the School, must be received by the School within fourteen (14) days of the last day of School, or by July 10, whichever is earlier. All materials to be returned by Students who will be continuing at the School must be received by the School within fourteen (14) days of the last day of School or by July 30, whichever is earlier. Students who have not returned materials as required, will be in material breach of this Agreement and subject to the remedies in Section E.
14. The decision to advance to a new course during the School Calendar will be made collaboratively by the Parent, Learning Coach, teacher, and principal according to the criteria established in the Handbook. Students who qualify for advancement after March 15 may not receive a complete course.

E. SCHOOL REMEDIES - ON BREACH OF PLCA OR HANDBOOK

1. The School reserves the right to suspend or terminate the Student's use or possession of its instructional materials and resources including equipment, the right to evaluate the Student's priority or continued enrollment in the School, and the right to notify the resident District upon breach of this Agreement or of any provision of the Handbook.
2. Should the Student withdraw from the School, or be expelled or excluded from the School, the Parent shall immediately return any instructional materials or equipment upon demand made by the School. The Parent shall return the School's property immediately and within seven (7) days of any demand for their return made by the School on the termination of enrollment, where such termination is before the end of the School year. If such termination is after the end of the School year, the Parent shall return the School's property according to the provisions in Section D.13. Returned instructional materials and equipment shall be in the same condition as delivered, normal wear and tear excepted. In addition, the Parent hereby consents to the entry of an injunction, in any Court of competent jurisdiction, ordering the immediate return to the School of any instructional materials or equipment should the Parent fail to return any such items within seven (7) days of any demand for their return made by the School. Such remedy applies both to terminations before and after the end of the School year. Failure to return the School's materials or equipment may result in further legal action and notification to the resident District.
3. The Parent agrees to indemnify, defend, and hold harmless the School and any resident District or authority, their respective employees, officers, directors, agents, assignees, and all affiliated companies against all claims, actions, suits, proceedings, costs, expenses, damages, obligations, judgments, orders, penalties, fines, injuries, liabilities, or loss to the Parent, Learning Coach, or Student arising directly or indirectly out of or in connection with any matter covered by this Agreement other than those caused by the School.

If a Parent or Learning Coach believes that the School or its vendors are not in compliance with their responsibilities as outlined in this Agreement or in the Handbook, information about how to resolve any issues is contained in the Parent Due Process Section of the Handbook or may be obtained by calling the School Principal.



CONNECTIONS ACADEMY

Connections Academy
1000 Lancaster Street, 6th Floor
Baltimore, MD 21202
Attn: Registrar
Phone: 800-382-6010 Fax: 800-887-6590
www.connectionsacademy.com

PARENT/LEARNING COACH AGREEMENT (PLCA)

Part B – Technology Agreement

PLEASE READ AND COMPLETE THIS FORM IF YOUR CHILD(REN) ARE REGISTERING IN A CONNECTIONS ACADEMY SCHOOL AND ARE RECEIVING ANY COMPUTER HARDWARE, SOFTWARE, OR AN INTERNET CONNECTION SUBSIDY FROM THE SCHOOL FOR EDUCATIONAL INSTRUCTIONAL PURPOSES.

If you decide to use your own computer equipment, you can donate the equivalent value of the computer, printer and/or the Internet connection subsidy payment (minus an administrative fee for additional Technical support for your home computer) directly to the benefit of your Connections Academy School for their provision of additional services. To donate to your Connections Academy School complete the *Technology Rights Exchange Agreement* enclosed in this package.

I UNDERSTAND AND AGREE TO THE FOLLOWING (*Carefully read and initial beside each of the numbers below*):

1. ____ Any hardware is the property of the School or its vendors and must be returned promptly when my child(ren) is (are) no longer enrolled in the School.
2. ____ I must keep all packing materials provided by the School and return all equipment in its original packaging, or purchase equivalent materials as instructed by the School. Materials must be returned in a timely manner and using authorized shipment services as instructed by the School. Failure to comply may result in financial charges.
3. ____ I am personally financially responsible for the loss or damage to any equipment, except for a one-time damage protection exemption of \$250.
4. ____ Computer equipment is to be used only for School purposes. Installation of any software without specific permission by the School may result in charges for any required repairs. All School computers are shipped with only School software installed. Users will not be provided with administrator rights over the system configuration.
5. ____ School computers are shipped with virus protection software installed. School computers are not to be used for e-mail services that can transmit viruses. Contaminating a School computer with a virus as a result of opening unauthorized attachments may result in charges for computer repair.
6. ____ School computers are installed with software that permits computer use to be monitored or shut down remotely. School computers are only to be used for educational purposes. Personal information is not collected or maintained by the School, however, the School has the right to monitor for unauthorized use, and to disable the computer in the event of such use, or if the computers are not returned upon request.

By signing below, I acknowledge that that I have read, I understand and I agree to the provisions of this Agreement, including the terms and conditions attached hereto, regarding my responsibilities concerning the use of the School's computer equipment, software, and Internet subsidy, and that if I violate any of these rules, the School may consider me in material breach of this Agreement. Any material breach of this Agreement may, at the option of the School, obligate me to return all of the School's equipment and educational materials.

Connections Academy School _____	_____
Parent/Guardian _____	Parent/Guardian _____
Signature _____	Signature _____
Date _____	Date _____

PLEASE SUBMIT THIS PAGE ONLY VIA FAX OR MAIL TO CONNECTIONS ACADEMY AT THE ADDRESS ABOVE

TERMS AND CONDITIONS OF THE AGREEMENT

Connections Academy ("the School") has made arrangements to permit the Student to use certain computer equipment, software, and an Internet subsidy ("computer property") for instructional purposes while enrolled with the School, providing all of the parent(s) or guardian(s) (together, whether one or more, the "Parent") are willing to accept responsibility for the computer property as set out in the Agreement below:

GENERAL PROVISIONS

1. The School permits the Student, Parent, and Learning Coach the temporary use and possession of its computer property, the right to which shall expire upon the Student's termination of enrollment. At no time shall legal title to, or ownership of, any of the computer property vest in the Student, Parent, or Learning Coach.
2. The Parent shall be responsible for ensuring that the School's computer property is not sold, distributed, loaned or used for any purposes other than the instruction of the Student. Each software application shall be subject to, and used in accordance with the license and/or use agreement that accompanies that software application. The Parent shall be responsible for ensuring that all software settings, default configurations, and administrative privileges are maintained at the original settings as at delivery unless the School's Technical Support representatives authorize any change(s). The Parent shall be responsible for keeping their Student's User ID and password confidential and frequently changing the password to prevent unauthorized usage.
3. The Parent shall be responsible for confirming the computer property provided to the Student is in accordance with the packing list and shall notify the School within seventy-two (72) hours of receipt of any discrepancies. The Parent's failure to comply with this notice provision will be deemed receipt of all the listed materials in satisfactory operating condition.
4. The School reserves the right to immediately terminate the Student's use or possession of its computer property, the right to evaluate the Student's priority or continued enrollment in the School, and the right to notify the resident District upon breach of this Agreement or of any provision of the Handbook. Should the Student withdraw from the School, or be expelled or excluded from the School, the Parent shall immediately return any computer property and do so within seven (7) days of any demand for their return made by the School. In addition, the Parent hereby consents to the entry of an injunction, in any Court of competent jurisdiction, ordering the immediate return to the School of any computer property should the Parent fail to return any such items within seven (7) days of any demand for their return made by the School.

RETURN OF COMPUTER PROPERTY ON DISENROLLMENT

5. At the end of the School year, or upon disenrollment or withdrawal for any reason, the Parent shall return all computer property upon request within seven (7) days of any demand for their return made by the School on the termination of enrollment. The computer property shall be in the same condition as delivered, normal wear and tear excepted.

INTERNET SERVICE

6. The Parent shall be responsible for arranging for Internet Service to be available during the School year. Some Schools will supply an Internet stipend during the term of the School year in amounts and predetermined times, but only so long as a Student is enrolled. The School is not responsible for the upkeep or maintenance of such Internet Service and it must meet minimum standards for speed, availability, and compatibility to meet the requirements of the Learning Management System.
7. The Parent shall be fully responsible for the Student's use of the Internet, and hereby holds the School harmless for any actions or activities resulting from the Student or Learning Coach's use. The Parent further acknowledges that inappropriate material is available on the Internet and that the School is not able to ensure that such content will not be accessible to Students. Internet filtering software is available upon request by calling the School's Technical Support at 800-382-6010. Technical Support can also assist with configuring the Student's computer to limit pop-up ads and inappropriate material. However, the Parent's Internet Service Provider is ultimately responsible for determining what unsolicited information is provided to the account.

PROCEDURE ON MALFUNCTION, LOSS, OR DAMAGE OF COMPUTER PROPERTY

8. The Parent shall be solely liable for the safe keeping, and for the loss, damage, or misuse of computer property provided by the School while in their or the Learning Coach's possession. The Parent shall notify the School of any

malfunction, loss, or damage to computer property from any cause whatsoever via Web mail or by calling Technical Support at 800-382-6010 within seven (7) days of the loss or occurrence of the damage.

MALFUNCTION

9. Where it is determined that the computer property malfunctioned, the School will cover equipment repairs and shipping costs.

STOLEN PROPERTY

10. Where the computer property is stolen from the Parent or Learning Coach, the School will supply a one time cost replacement of \$250 on the receipt of a copy of a filed police report and documentation from the Parent's and Learning Coach's insurance carrier, if any, confirming that no reimbursement is available under the Parent's and Learning Coach's homeowner's or renter's policies. On a second reported theft, The Parent shall be responsible for the full cost of the replacement.

11. Failure to return the computer property on termination of enrollment for any reason will be regarded as theft of School Property and could result in serious repercussions for the Student including disciplinary proceedings, grades and records being withheld, disenrollment, and the School District being notified; and serious repercussions for the Parent including criminal and/or civil action being commenced.

ACCIDENTAL PROPERTY DAMAGE

12. Where damage to the computer property is accidental, on the first reported incident, the School will invoice the Parent the cost of the repair up to a maximum of \$250, plus the cost of shipping, per family. Payment will be due within five (5) days from the date of receipt of the invoice. If there is a second or more incident(s) per family, the family will be invoiced for the full repair or replacement cost and the \$250 limitation will not apply.

13. The Parent agrees to contact the School's Technical Support for any and all repairs and to follow all instructions for repair as directed by the School's Technical Support representatives. At no time shall the Parent contact the manufacturer or a third party to repair the computer property. Failure to adhere to this process, and any evidence of manufacturer or third party involvement, may result in the School's damage limitation being voided and the family being invoiced for the full repair or replacement cost.

14. Where the damage to the computer property is accidental and the cost of repair is over \$250, including where the computer property is destroyed, or where this is the second or more instance of repair and the earlier invoice is still outstanding, a replacement computer will be withheld until the School receives payment of all previous and current invoices. Persistent failure to pay the repair invoice could result in serious repercussions for the Student including disciplinary proceedings such as grades and records being withheld, disenrollment and the School District being notified; and serious repercussions for the Parent including criminal and/or civil action being commenced.

MALICIOUS PROPERTY DAMAGE

15. The Parent shall not use the School's computer for non-educational uses such as installing software into the computer that is not directly related to the Student's instructional program. For further clarification the Parent should contact the School's Technical Support at 800-382-6010.

16. Where damage to the computer property is malicious (e.g., opening the computer casing, installation/removal of internal hardware components, installation/removal of software and manipulation of system BIOS settings, etc.), the Parent will be invoiced at the full cost of the repair plus shipping.

17. Where the damage to the computer property is malicious (this includes where the computer property is totally damaged) or where this is the second instance of repair for malicious damage, and the first invoice is still outstanding, a replacement computer will be withheld until the School receives payment of all previous and current invoices. Persistent failure to pay the repair invoice could result in serious repercussions for the Student including disciplinary proceedings such as grades and records being withheld, disenrollment, and the School District being notified; and serious repercussions for the Parent including criminal and/or civil action being commenced.

GENERAL TERMS

18. The Parent agrees to indemnify, defend, and hold harmless the School and any sponsoring School District or authority, their respective employees, officers, directors, agents, assignees, and all affiliated companies from and against all claims, actions, suits, proceedings, costs, expenses, damages, obligations, judgments, orders, penalties, fines, injuries, liabilities, or loss to the Parent or Learning Coach or Student arising directly or indirectly out of or in connection with any matter covered by this Agreement, including a negligent or wrongful act or omission, or by reason of any failure to observe the requirements of this Agreement by the Parent, Learning Coach, or Student, other than those caused by the School.

19. This Agreement constitutes the entire Agreement between the parties regarding the computer property and any prior understanding or representation of any kind shall not be binding. If any section, condition, provision, or covenant of this Agreement is held to be invalid, or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so. The Parent cannot amend this Agreement unless accepted in writing by the School. This Agreement shall be construed and enforced in accordance with the laws of the state of Maryland.



CONNECTIONS ACADEMY

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Attn: Registrar

Phone: 800-382-6010 Fax: 800-887-6590
www.connectionsacademy.com

TECHNOLOGY RIGHTS EXCHANGE AGREEMENT

YOU ONLY NEED TO READ AND SUBMIT THIS FORM IF YOU ARE DECLINING THE SCHOOL'S COMPUTER, PRINTER, AND/OR INTERNET CONNECTION SUBSIDY PAYMENTS. YOU CAN ONLY DO THIS IF YOUR HOME EQUIPMENT MEETS THE MINIMUM REQUIREMENTS TO OPERATE THE SCHOOL'S PROGRAM AS SET OUT BELOW.

If you elect to use your own equipment for instructional purposes you can donate the equivalent value of the computer, printer and/or the Internet connection subsidy payment (minus an administrative fee for additional Technical support for your home computer) to your Connections Academy School for their provision of additional services.

I _____ (PARENT/GUARDIAN) HAVE BEEN INFORMED OF MY RIGHT TO RECEIVE A COMPUTER, PRINTER, AND INTERNET SUBSIDY AS PROVIDED FOR BY LAW OR OTHER AGREEMENTS AND AM VOLUNTARILY WAIVING THIS RIGHT IN EXCHANGE FOR CREDITS FOR MY SCHOOL FOR THE FOLLOWING ITEMS: (check all that apply and enter the number of computers waived)

COMPUTER No. of computers waived _____ PRINTER INTERNET SUBSIDY

I _____ (PARENT/GUARDIAN) WILL BE USING MY PERSONAL EQUIPMENT AND HAVE BEEN INFORMED OF AND HAVE READ THE MINIMUM TECHNICAL SPECIFICATIONS SET OUT BELOW THAT ARE REQUIRED TO OPERATE THE CONNECTIONS ACADEMY PROGRAM. I CONFIRM THAT ANY OF THE EQUIPMENT PROVIDED BY ME FOR MY CHILD(REN)'S INSTRUCTION, MEETS THESE MINIMUM REQUIREMENTS.

MINIMUM TECHNICAL SPECIFICATIONS CONTACT TECHNICAL SUPPORT AT 800-382-6010 TO VERIFY

SPEED	500 MHz or better
RAM	128MB
FLOPPY/CDROM	1.44MB Floppy Drive; 8X or better CD ROM
MONITOR	15-inch display
VIDEO	XGA (800 X 600 minimum and 1024 X 768 preferred)
AUDIO	Sound card; Speakers
MODEM	56kbps modem (minimum) or 10/100 Network Card
PRINTER	Black ink jet printer or better
INTERNET PROVIDER	Adequate speed to support 56kbps; compatible with the Learning Management System
OPERATING SYSTEM	Windows 98, 2000, or XP
BROWSER	Microsoft Internet Explorer Version 5.5 or higher
SOFTWARE	Microsoft® Word® or compatible word processing software
MEDIA	Windows® Media Player ® Version 8.0 (free) or higher and Macromedia Flash ® Player (Free)
DOCUMENT READER	Adobe Acrobat Reader® Version 5.0 or higher (free)

Connections Academy School _____

Parent/Guardian _____ Witness _____

Signature _____ Signature _____

Date _____ Date _____

PLEASE SUBMIT THIS FORM VIA FAX OR MAIL TO CONNECTIONS ACADEMY AT THE ADDRESS ABOVE

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

CHARTER SCHOOL

SPECIAL NEEDS CONSULTING AND SERVICES AGREEMENT

This Consulting and Services Agreement ("Agreement") is entered into as of the Effective Date set forth in Section 4 below, by and between CHARTER SCHOOL ("CS"), and LANCASTER-LEBANON IU#13 ("Consultant") of 1110 Enterprise Road, East Petersburg, PA 17520 as provided below.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter contained, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. PURPOSE

CS hereby retains Consultant to provide certain services to CS with respect to its special education program and Consultant agrees to provide such services to CS, which are described in SCHEDULE A attached hereto (the "Services"), all in the terms set forth below. In the event the parties desire to amend, modify or expand the scope of the Services, SCHEDULE A shall be amended accordingly in writing from time to time as appropriate. Any such amendment requires approval in writing signed by an officer of CS.

2. INDEPENDENT CONTRACTORS

The parties hereto acknowledge and agree that the relationship created between CS and Consultant as a result of this Agreement is strictly that of independent contractors. The definition of Consultant is as follows:

- a) Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the Consultant and CS.
- b) Consultant's services will be performed with little or no direct supervision from CS.
- c) Consultant is not entitled to any pension, 401(k), insurance, overtime compensation, or employee stock purchase, or to receive any other such employment benefit made available to employees of CS.
- d) Consultant shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of CS without the consent of an authorized representative of CS. Consultant shall not hold himself/herself out to any supplier, customer, governmental authority or any other person as an officer, employee or agent of CS.
- e) Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's compensation insurance with respect to all personnel employed or contracted by such party, whether local, state or federal.
- f) Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of the acts, omissions or conduct of such party or its respective employees or agents.

3. CONSULTANT RESPONSIBILITIES

- a) The Consultant will render his/her professional services, to, for and on behalf of CS and will perform these services in accordance with all the applicable current federal and state laws, regulations and standards.
- b) Consultant shall maintain all current federal and state required permissions, licenses and certification for himself/herself and any of his/her employees or contractors providing services under this contract and shall immediately notify CS in writing in the event said permissions, licenses or certifications are revoked or suspended. Upon request by CS, Consultant will provide a list of all Personnel that will serve students under

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

this Agreement identifying the credentials held by the listed Personnel, and if requested provide true copies of such licenses and certification.

- c) The Consultant certifies that he/she has in his/her possession the following documents: evidence of professional malpractice liability insurance coverage, child abuse and criminal history clearances for himself/herself and any employees or contractors providing services under this contract. Sufficient malpractice insurance coverage shall be obtained by Consultant prior to the commencement of the provision of services under this contract and shall be kept and maintained in full force and effect during the entire term of this contract at the expense of Consultant. Consultant shall furnish to CS a true copy of the malpractice insurance documents that evidence same is in force and effect. The Consultant certifies that he/she has sufficient general liability insurance coverage for all the activities of employees or contractors in the performance of Consultant's obligations under this contract. Insurance coverage shall be obtained by Consultant prior to the commencement of the provision of services under this contract and shall be kept and maintained in full force and effect during the entire term of this contract at the expense of Consultant. Consultant shall furnish to CS a true copy of the insurance documents that evidence same is in force and effect. Consultant agrees to provide Client upon request with a Certificate of Insurance naming Client as an additional insured on such general liability insurance policy
- d) Consultant and employees of Consultant operating under supervision shall not discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.
- e) The Consultant shall only take instructions authorizing the provision of Services on behalf of CS and under this contract from CS and its designated staff. Consequently, billing for all services shall only be submitted to CS and Consultant shall not bill, submit for reimbursement, or invoice any student, school, family, client or third party for any services.
- f) All clinical and medical records shall be held confidential and will not be shared with any persons not related to this Agreement.
- g) During the Term of this Agreement, Consultant shall comply in all respects with CS policies and procedures relating to student absences, difficulty contacting/serving students, and service refusal as described in SCHEDULES C1-C3.

4. TERM AND TERMINATION

The term of the Agreement will be for the period commencing on _____ ("Effective Date") and extending until _____. Either party may terminate this Agreement upon thirty (30) days written notice to the other party. This Agreement shall be terminated immediately if Consultant's permission, license and/or certification is suspended or revoked, and may be terminated immediately for any act by Consultant or any employee of Consultant which is deemed by CS to be illegal and or harmful to students (i.e., child abuse, etc.).

5. COMPENSATION

CS shall pay Consultant for the Services provided at the rates described in SCHEDULE B attached hereto. CS shall also reimburse Consultant for approved travel and telephone expenses, provided that the Consultant shall obtain the prior written approval of CS for any such expense in excess of One Hundred (\$100.00) Dollars. All compensation due to Consultant will be paid within thirty (30) days of delivery to CS of an invoice from Consultant for all Services rendered. All such invoices shall state the number of hours worked by day, and shall describe the nature of the work done, attaching details for all expenses for which reimbursement is sought. Consultant agrees to submit all invoices and requests for expense reimbursement within thirty (30) days of the date the Services were performed and/or on which the expense was incurred. Consultant further agrees that CS will not have any liability whatsoever as to any service or expense not invoiced within such thirty (30) day period. Payment will be made to the Consultant upon receipt of this signed Agreement and a signed, completed, W-9 form along with an appropriate bill to be submitted to CS accounts payable.

6. CONFIDENTIALITY

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

- a) Consultant acknowledges that, during the Term of this Agreement and in the course of performing its obligations hereunder, CS may disclose to Consultant certain confidential information and trade secrets relating to CS's past, present and future research, data, business strategies, marketing plans, development and business activities, designs, computer programs and code, machines, devices, systems, customer lists, personnel and financial information ("Confidential Information").
- b) Consultant agrees that, until such time as the Confidential Information enters the public domain through no fault of Consultant, Consultant will never, directly or indirectly, use, disseminate, disclose, lecture upon or publish articles concerning any of the Confidential Information disclosed to Consultant by or on behalf of CS without the prior written consent of CS, except as may be required in the course of performing Consultant's obligations hereunder or otherwise as required by law.
- c) Consultant agrees to protect the Confidential Information from use or disclosure using no less than a reasonable degree of care.
- d) All Confidential Information disclosed under this Agreement shall be and remain the property of CS. Upon expiration or termination of this Agreement and/or of Consultant's performance hereunder, or upon CS's request, Consultant agrees to return to CS all copies of Confidential Information, and all drawings, documents, records, notebooks, disks, tapes, data residing or recorded in electronic media, and all other representations of Confidential Information, whether prepared by CS, Consultant or others.

7. RECORDS

- a) Consultant agrees that all files, documents and records or materials created by Consultant in the course of providing the Services during the Term of this Agreement shall be the property of CS. Consultant agrees that upon expiration or termination of this Agreement for any reason, Consultant shall deliver such property of CS to CS.
- b) Both during and after the Term of this Agreement, Both parties shall be permitted to inspect and/or duplicate, at their own expense, any individual student file or record regarding the Program to the extent necessary to assure proper provision of Services hereunder to meet professional responsibilities to students, or to assist in the defense of any claim or threatened claim against them to which such record or chart may be pertinent, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student and/or patient records. Consultant Personnel shall not disclose student records to any unauthorized person or entity without the consent required by the Family Educational Rights and Privacy Act and any other applicable laws, unless the disclosure is otherwise permitted by law.

8. APPLICABLE LAW/VENUE

This Agreement shall be deemed to have been made in the State of Maryland and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Maryland, without regard to conflict of laws principles.

9. REVIEW OF PROGRESS

Consultant agrees to review his/her progress either verbally or in writing, as requested by CS from time to time, and to allow CS to inspect all work accomplished and/or in progress pursuant to this Agreement.

10. INDEMNITY

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

CS shall not be liable under any contract or obligation of the Consultant, except as otherwise expressly provided in this Agreement, or for any act or omission of the Consultant, its officers, employees, independent contractors, agents or volunteers. The Consultant agrees to indemnify and hold CS harmless from and against any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused by or arise out of any intentional or negligent omission, act, or other misconduct by Consultant or its officers, employees, independent contractors, agents or volunteers in connection with the Services performed or any and all other obligations of the Consultant under this Agreement. Likewise CS agrees to indemnify and hold Consultant harmless from and against any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused by or arise out of any intentional or negligent omission, act, or other misconduct by CS or its officers, employees, independent contractors, agents or volunteers in connection with the Services performed or any and all other obligations of CS under this Agreement.

11. GENERAL PROVISIONS

- a) The term "Agreement" includes any amendments, modifications or supplements herein. The terms, provisions and conditions of this Agreement may be modified, altered, amended, changed or supplemented only by a writing signed by Consultant and by an officer of CS.
- b) This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, discussions or representations, oral or written with respect to the subject matter hereof. No purported subcontract, delegation, assignment or transfer by Consultant of this Agreement, or any of the duties or obligations, rights or remedies (whether in whole or in part) will be binding upon CS without prior written consent of CS which, in view of the personal nature of services to be provided by the Consultant, may be withheld at the sole discretion of CS.
- c) If any section, condition, provision or covenant of this Agreement is held to be invalid, or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.
- d) The failure of either party at any time to require performance by the other party of any provision will not affect in any way the full right to require such performance at any time thereafter.
- e) Any notice given in connection with this Agreement shall be given in writing and shall be delivered either by hand to the party or by certified mail/return receipt requested to the party at the party's address below.

Janet Sloan Armstrong
1110 Enterprise Road,
East Petersburg, PA 17520

Charter School

12. SURVIVAL

The terms and conditions in Sections 2, 3 5, 6, 7, 8, 10 and 11 survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above. If the parties execute this agreement on separate dates, the date of the execution by the last party shall be the effective date of this agreement.

CONSULTANT

CHARTER SCHOOL

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

SCHEDULE A

SCOPE OF WORK

The services of the Consultant shall be provided on an as needed basis. A designated team member of CS will identify students in need of Consultant services.

Scope of work: The Consultant shall provide appropriate services (or list those services if the contract is for one student) as indicated on the student's IEP. The Consultant and any of its employees whose services are provided hereunder shall provide **SPEECH/LANGUAGE THERAPY, PHYSICAL THERAPY, OCCUPATIONAL THERAPY, PSYCHOLOGICAL EVALUATIONS, ASSISTIVE DEVICES, VISION AND HEARING SERVICES** including, but not limited to the following:

- a) Where required or requested, perform evaluations of students and develop a plan of treatment by performing diagnostic and prognostic tests as appropriate.
- b) Consultation with students, parents or guardians and appropriate staff in program planning, procedures and techniques.
- c) As a part of an interdisciplinary team, participation in the development of the IEP.
- d) Provision of in-service education to staff, parents, etc., as requested.
- e) Maintenance of confidential records, assessments, contracts and progress reports on all appropriate students.
- f) Consultation with or attendance at appointments with physicians or other professionals with individual students as pertinent to the individual's program plan.
- g) Supervision, direction, training and evaluation of services provided by therapy aides if appropriate.

Consultant shall provide Services location(s):

At a place determined by the therapist to be most appropriate to meet the student's needs.

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

SCHEDULE B

RATES FOR SERVICES

Compensation is to be paid by Charter School (hereinafter "CS") to Consultant only for services that are requested by CS.

Consultant will receive directives from CS as to the maximum number of hours that may be billed in any given month or for any given student and Consultant agrees to comply with these directives.

Expenses will be reimbursed as noted in the agreement. Payment will be made to the Consultant upon receipt of this signed agreement and a signed, completed, W-9 form along with an appropriate bill to be submitted to CS accounts payable.

Subject to the limitations set forth above in this SCHEDULE B and in the preceding Agreement, CS shall pay compensation to Consultant according to the following fee schedule:

Psychological Evaluation Services at a rate of Seventy (\$70.00) to Seventy-Five (\$75.00) Dollars an hour.

Speech and Language Therapy services at a rate of Seventy (\$70.00) to Seventy-Five (\$75.00) Dollars an hour.

Occupational Therapy services at a rate of Seventy (\$70.00) to Seventy-Five (\$75.00) Dollars an hour.

Physical Therapy services at a rate of Seventy (\$70.00) to Seventy-Five (\$75.00) Dollars an hour.

Assistive Devices at a rate of Seventy (\$70.00) to Seventy-Five (\$75.00) Dollars an hour.

Vision services at a rate of Sixty (\$60.00) to Seventy (\$70.00) Dollars an hour.

Hearing services at a rate of Sixty (\$60.00) to Seventy (\$70.00) Dollars an hour.

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

SCHEDULE C-1

UNEXCUSED ABSENCE POLICY

The following steps are to be taken when student has unexcused absences as specified below:

<u>Date completed:</u>	<u>Action/Person or agency responsible:</u>
_____	When a special education student has missed two (2) scheduled consecutive meetings that are unexcused, the Consultant will notify CS by e-mail of the name of the student, and include a summary of the attendance and absence record of the student.
_____	CS will decide upon the appropriate means of contacting the family/student. It is suggested that a letter be mailed to remind the family/student of their scheduled time commitment. Such a letter may also state that further unexcused absences will result in reconvening the IEP team to discuss appropriate placement, and special education services.
_____	It is suggested that if the family does not respond, then a certified letter be sent by CS, documenting the course of action decided upon by CS. One option is to set up an IEP team meeting to discuss continuation of services and/or appropriateness of placement.
_____	If an IEP meeting is deemed appropriate; CS will schedule and hold an IEP meeting within four (4) weeks of receipt of the Consultant's initial e-mail and notify the appropriate Consultant personnel.
_____	The Consultant service provider (or appropriate designee) will attend the meeting to discuss continuation of services, and/or appropriateness of placement. If the IEP team decides to recommend continued special education services, a clear action plan must be developed and documented to address consistency of contact and meeting times between the service provider and the family.

Student _____ D.O.B. _____
Charter School _____ Contact person _____
Consultant _____ Type of service _____
Date timeline implemented _____ Date of scheduled IEP _____
If IEP was not held, explain how and when notification issue was resolved: _____

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

SCHEDULE C-2

Procedures and Timeline for:

CONTACTING AND SCHEDULING DIFFICULTIES

The following steps are to be taken when a Consultant has difficulty contacting a parent by telephone, due to the following reasons: the telephone number(s) given by CS is/are disconnected, the Consultant's calls go unanswered or receive a busy signal, or messages left with other members of the family or on message machines are not returned. The following steps should be implemented in these situations:

<u>Date complete:</u>	<u>Action/Person or agency responsible:</u>
_____	After three (3) attempts at different times of the day and days of the week, and the Consultant cannot reach a parent and schedule an initial meeting time, the Consultant's service provider will notify the CS contact person by e-mail of the name of the student, along with documentation of attempts to reach the family.
_____	CS will either e-mail the Consultant and provide updated information on the family, or will contact the family to notify them of attempts made by Consultant to call them to set up services.
_____	If the family still does not respond, CS will choose a course of action that may include sending a certified letter to the family, to set up an IEP team meeting to discuss continuation of services and/or appropriateness of placement.
_____	If it is deemed appropriate to hold an IEP meeting, CS will schedule and hold the IEP meeting within four (4) weeks of receipt of the Consultant service provider's initial e-mail and notify the appropriate Consultant personnel per the timelines outlined in the contract.
_____	The Consultant service provider (or appropriate designee) will attend the meeting to discuss continuation of services, and/or appropriateness of placement. If the IEP team decides to recommend continued special education services, then a clear action plan must be developed and documented to address consistency of contact and meeting times between the service provider and the family.

Student _____ D.O.B. _____
Charter School _____ Contact person _____
Service Provider _____ Type of service _____
Date timeline implemented _____ Date of scheduled IEP _____
If IEP was not held, explain how and when notification issue was resolved: _____

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

SCHEDULE C-3

Procedures and Timeline for:

SERVICE REFUSAL

The following steps are to be taken when a family, parent, legal guardian or student (if over eighteen) declines services. These steps should also be implemented whenever there is a request to decline services before an active IEP expires:

<u>Date completed:</u>	<u>Action/Person or agency responsible</u>
_____	If a Consultant service provider is notified by the parent, legal guardian, or the student (over the age of eighteen) that they no longer wish to receive special education services, the Consultant service provider will notify CS by e-mail. The message will include the name of the student, a dated record of the request to decline services, the reason for the request, and a summary of all attempts to resolve any barriers motivating the request.
_____	CS will schedule and hold an IEP meeting within four (4) weeks of receipt of the Consultant service provider's e-mail. If the latter option is used, the client will notify the appropriate Consultant personnel per the timelines outlined in the contract.
_____	The Consultant service provider (or appropriate designee) will attend the meeting to discuss the student's eligibility and the appropriateness of the request to decline services. If the IEP team feels that the student is still eligible and would continue to benefit from special education services, but the parent still declines, the IEP will document the request.
_____	CS and the Consultant will confer to decide upon an appropriate course of action. In the interim, the Consultant will remove the student from their caseload.

Student _____ D.O.B. _____
School _____ Contact person _____
Service Provider _____ Type of service _____
Date timeline implemented _____ Date of scheduled IEP _____
If IEP was not held, explain how and when notification issue was resolved: _____

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

CONNECTIONS ACADEMY, LLC

SPECIAL NEEDS CONSULTING AND SERVICES AGREEMENT

This Consulting and Services Agreement ("Agreement") is entered into as of the Effective Date set forth in Section 4 below, by and between CONNECTIONS ACADEMY of 1000 Lancaster Street, 6th floor, Baltimore, MD 21202 ("CS"), and CLEVELAND HEARING AND SPEECH CENTER ("Consultant") of 11206 Euclid Ave, Cleveland, OH 44106 as provided below.

NOW, THEREFORE, in consideration of the terms and conditions hereinafter contained, and for other good and valuable consideration the receipt of which is hereby acknowledged, the parties, intending to be legally bound hereby, agree as follows:

1. PURPOSE

CS hereby retains Consultant to provide certain services to CS with respect to its special education program and Consultant agrees to provide such services to CS, which are described in SCHEDULE A attached hereto (the "Services"), all in the terms set forth below. In the event the parties desire to amend, modify or expand the scope of the Services, SCHEDULE A shall be amended accordingly in writing from time to time as appropriate. Any such amendment requires approval in writing signed by an officer of CS.

2. INDEPENDENT CONTRACTOR

The parties hereto acknowledge and agree that the relationship created between CS and Consultant as a result of this Agreement is strictly that of independent contractors. The definition of Consultant is as follows:

- g) Nothing contained herein shall be construed as creating a partnership or joint venture relationship between the Consultant and CS.
- h) Consultant's services will be performed with little or no direct supervision from CS.
- i) Consultant is not entitled to any pension, 401(k), insurance, overtime compensation, or employee stock purchase, or to receive any other such employment benefit made available to employees of CS.
- j) Consultant shall have no right or authority at any time to make any contract or binding promise of any nature on behalf of CS without the consent of an authorized representative of CS. Consultant shall not hold himself/herself out to any supplier, customer, governmental authority or any other person as an officer, employee or agent of CS.
- k) Each party hereto shall be responsible for all compensation, salaries, taxes, withholdings, contributions, benefits, and worker's compensation insurance with respect to all personnel employed or contracted by such party, whether local, state or federal.
- l) Without in any way limiting the foregoing, each party shall bear responsibility for receiving, replying to, and/or complying with any audit exceptions or compliance investigations made by any state or federal agencies that are the result of the acts, omissions or conduct of such party or its respective employees or agents.

3. CONSULTANT RESPONSIBILITIES

- g) The Consultant will render his/her professional services, to, for and on behalf of CS and will perform these services in accordance with all the applicable current federal and state laws, regulations and

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

standards.

- h) Consultant shall maintain all current federal and state required permissions, licenses and certification for himself/herself and any of his/her employees or contractors providing services under this contract and shall immediately notify CS in writing in the event said permissions, licenses or certifications are revoked or suspended. Upon request by CS, Consultant will provide a list of all Personnel that will serve students under this Agreement identifying the credentials held by the listed Personnel, and if requested provide true copies of such licenses and certification.
- i) Sufficient malpractice insurance coverage shall be obtained by Consultant prior to the commencement of the provision of services under this contract and shall be kept and maintained in full force and effect during the entire term of this contract at the expense of Consultant. Consultant shall furnish to CS a true copy of the malpractice insurance documents that evidence same is in force and effect. The Consultant certifies that he/she has sufficient general liability insurance coverage for all the activities of employees or contractors in the performance of Consultant's obligations under this contract. Insurance coverage shall be obtained by Consultant prior to the commencement of the provision of services under this contract and shall be kept and maintained in full force and effect during the entire term of this contract at the expense of Consultant. Consultant shall furnish to CS a true copy of the insurance documents that evidence same is in force and effect. Consultant agrees to provide CS upon request with a Certificate of Insurance naming CS as an additional insured on such general liability insurance policy. The Consultant certifies that where legally required by the state of practice, the Consultant has in his/her possession child abuse and criminal history clearances for himself/herself and any employees or contractors providing services under this contract.
- j) Consultant and employees of Consultant operating under supervision shall not discriminate against any person in the provision of services on account of disability, race, color, religion, ethnic origin, age, gender or sexual orientation.
- k) The Consultant shall only take instructions authorizing the provision of Services on behalf of CS and under this contract from CS and its designated staff. Consequently, billing for all services shall only be submitted to CS and Consultant shall not bill, submit for reimbursement, or invoice any student, school, family, client or third party for any services.
- l) All clinical and medical records shall be held confidential and will not be shared with any persons not related to this Agreement.
- g) During the Term of this Agreement, Consultant shall comply in all respects with CS policies and procedures relating to student absences, difficulty contacting/serving students, and service refusal as described in SCHEDULES C1-C3.

4. TERM AND TERMINATION

The term of the Agreement will be for the period commencing on December 9, 2004 ("Effective Date") and extending until August 31, 2005 ("Termination Date"). Either party may terminate this Agreement upon thirty (30) days written notice to the other party. This Agreement shall be terminated immediately if Consultant's permission, license and/or certification is suspended or revoked, and may be terminated immediately for any act by Consultant or any employee of Consultant which is deemed by CS to be illegal and or harmful to students (i.e., child abuse, etc.).

5. COMPENSATION

CS shall pay Consultant for the Services provided at the rates described in SCHEDULE B attached hereto. CS shall also reimburse Consultant for approved travel and telephone expenses, provided that the Consultant shall obtain the prior written approval of CS for any such expense in excess of One Hundred (\$100.00) Dollars. All compensation due to Consultant will be paid within thirty (30) days of delivery to CS of an invoice from Consultant for all Services rendered. All such invoices shall state the number of hours worked

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

by day, and shall describe the nature of the work done, attaching details for all expenses for which reimbursement is sought. Consultant agrees to submit all invoices and requests for expense reimbursement within thirty (30) days of the date the Services were performed and/or on which the expense was incurred. Consultant further agrees that CS will not have any liability whatsoever as to any service or expense not invoiced within such thirty (30) day period. Payment will be made to the Consultant upon receipt of this signed Agreement and a signed, completed, W-9 form along with an appropriate bill to be submitted to CS accounts payable.

7. CONFIDENTIALITY

- c) Consultant acknowledges that, during the Term of this Agreement and in the course of performing its obligations hereunder, CS may disclose to Consultant certain confidential information and trade secrets relating to CS's past, present and future research, data, business strategies, marketing plans, development and business activities, designs, computer programs and code, machines, devices, systems, customer lists, personnel or other matter relating to CS, designs, computer programs and code, machines, devices, systems, its present or future products, sales, suppliers, clients, employees, investors or business, customer lists, student and parent lists and information, personnel and financial information whether in oral, written, graphic or electronic form ("Confidential Information").
- f) Confidential Information excludes information which: (a) is now or hereafter becomes generally known or available, through no act or failure to act on Consultant's part; (b) Consultant independently knows at the time of receiving such information, as evidenced by its written and dated records; (c) a third party hereafter furnishes to Consultant without restriction on disclosure and without breach of any confidentiality obligations; (d) Consultant can prove to have independently developed, as evidenced by contemporaneous written and dated records, without using any Confidential Information or breaching this Agreement; or (e) CS gives written permission to Consultant to disclose (but only to the extent of such permitted disclosure). Consultant agrees that until such time as the Confidential Information enters the public domain through no fault of Consultant, Consultant will never, directly or indirectly, use, disseminate, disclose, lecture upon or publish articles concerning any of the Confidential Information disclosed to Consultant by or on behalf of CS without the prior written consent of CS, except as may be required in the course of performing Consultant's obligations hereunder
- g) Consultant agrees to protect the Confidential Information from use or disclosure using no less than a reasonable degree of care. Consultant shall: (a) only disclose the Confidential Information to those employees and contractors with a need to know; provided that Consultant binds those employees and contractors to terms at least as restrictive as those stated in this Agreement; (b) not disclose any Confidential Information to any third party including subcontractors, without CS's prior written consent; (c) use such Confidential Information only to the extent required to accomplish the Purpose; (d) not reproduce Confidential Information in any form except as required to accomplish the Purpose. However, Consultant may disclose Confidential Information in accordance with a judicial or other governmental order provided that Consultant shall give CS written notice prior to such disclosure.
- h) All Confidential Information disclosed under this Agreement shall be and remain the property of CS. Upon expiration or termination of this Agreement and/or of Consultant's performance hereunder, or upon CS's request, Consultant agrees to destroy and/or immediately return to CS all copies of Confidential Information, and all drawings, documents, records, notebooks, disks, tapes, data residing or recorded in electronic media, and all other representations of Confidential Information, whether prepared by CS, Consultant or others, except as requested by law.

7. RECORDS

- c) Consultant agrees that all files, documents and records or materials created by Consultant in the course of providing the Services during the Term of this Agreement shall be the property of CS. Consultant

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

agrees that upon expiration or termination of this Agreement for any reason, Consultant shall deliver such property of CS to CS, except as requested by law.

- d) Both during and after the Term of this Agreement, Both parties shall be permitted to inspect and/or duplicate, at their own expense, any individual student file or record regarding the Program to the extent necessary to assure proper provision of Services hereunder to meet professional responsibilities to students, or to assist in the defense of any claim or threatened claim against them to which such record or chart may be pertinent, provided that such inspection or duplication is permitted and conducted in accordance with then applicable legal requirements and then prevailing standards for the confidentiality of student and/or patient records. Consultant Personnel shall not disclose student records to any unauthorized person or entity without the consent required by the Family Educational Rights and Privacy Act and any other applicable laws, unless the disclosure is otherwise permitted by law.

8. APPLICABLE LAW/VENUE

This Agreement shall be deemed to have been made in the State of Ohio and shall be construed and enforced in accordance with, and the validity and performance hereof shall be governed by, the laws of the State of Ohio, without regard to conflict of laws principles.

9. REVIEW OF PROGRESS

Consultant agrees to review his/her progress either verbally or in writing, as requested by CS from time to time, and to allow CS to inspect all work accomplished and/or in progress pursuant to this Agreement.

10. INDEMNITY

CS shall not be liable under any contract or obligation of the Consultant, except as otherwise expressly provided in this Agreement, or for any act or omission of the Consultant, its officers, employees, independent contractors, agents or volunteers. The Consultant agrees to indemnify and hold CS harmless from and against any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused by or arise out of any intentional or negligent omission, act, or other misconduct by Consultant or its officers, employees, independent contractors, agents or volunteers in connection with the Services performed or any and all other obligations of the Consultant under this Agreement. Likewise CS agrees to indemnify and hold Consultant harmless from and against any and all losses, damages, costs and expenses (including reasonable attorney's fees) that are caused by or arise out of any intentional or negligent omission, act, or other misconduct by CS or its officers, employees, independent contractors, agents or volunteers in connection with the Services performed or any and all other obligations of CS under this Agreement.

11. REMEDIES

In the event of breach or threatened breach or intended breach of this Agreement by Consultant, the parties agree that in addition to any other rights or remedies available to it at law or in equity, specific performance and injunctive and equitable relief may be a remedy for any breach of this provision. Consultant agrees to be responsible for any breach of this Agreement by any of its respective employees, subcontractors, officers, directors or agents.

12. LEGAL FEES

If, for any reason, either party incurs costs of collection and or attorneys' fees due and payable according to this Agreement, or in otherwise enforcing this Agreement, the other party shall be responsible for and shall pay all attorney fees, costs of collection and all other expenses associated with such collection or enforcement efforts.

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

13. GENERAL PROVISIONS

- f) The term "Agreement" includes any amendments, modifications or supplements herein. The terms, provisions and conditions of this Agreement may be modified, altered, amended, changed or supplemented only by a writing signed by Consultant and by an officer of CS.
- g) This Agreement contains the entire agreement of the parties and supersedes all prior or contemporaneous agreements, discussions or representations, oral or written with respect to the subject matter hereof. No purported subcontract, delegation, assignment or transfer by Consultant of this Agreement, or any of the duties or obligations, rights or remedies (whether in whole or in part) will be binding upon CS without prior written consent of CS which, in view of the personal nature of services to be provided by the Consultant, may be withheld at the sole discretion of CS.
- h) If any section, condition, provision or covenant of this Agreement is held to be invalid, or unenforceable, either in itself or as to any particular party, the remainder of this Agreement will continue in force unless it would be inequitable and inconsistent with the purpose of the Agreement to continue to do so.
- i) The failure of either party at any time to require performance by the other party of any provision will not affect in any way the full right to require such performance at any time thereafter.
- j) Any notice given in connection with this Agreement shall be given in writing and shall be deemed to have been sufficiently given or served for all purposes if and as of the date it is delivered by hand, received by overnight courier, or within three (3) business days of being sent by registered or certified mail, postage prepaid to the parties at the following addresses:

Bernard P. Henri, PhD.
Cleveland Hearing & Speech Center
11206 Euclid Avenue
Cleveland, OH 44106-1798

Charter School

14. SURVIVAL

The terms and conditions in Sections 2, 3 5, 6, 7, 8, 10, 11, 12, 13 and 14 survive termination or expiration of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above. If the parties execute this agreement on separate dates, the date of the execution by the last party shall be the effective date of this agreement.

CONSULTANT

CHARTER SCHOOL

Signature: _____

Signature: _____

Print Name: _____

Print Name: _____

Date: _____

Date: _____

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

SCHEDULE A

SCOPE OF WORK

The services of the Consultant shall be provided on an as needed basis. A designated team member of CS will identify students in need of Consultant services.

Scope of work: The Consultant shall provide appropriate services as indicated on the student's IEP. The Consultant and any of its employees whose services are provided hereunder shall provide **SPEECH AND LANGUAGE SERVICES** including, but not limited to the following:

- h) Where required or requested, perform evaluations of students and develop a plan of treatment by performing diagnostic and prognostic tests as appropriate.
- i) Consultation with students, parents or guardians and appropriate staff in program planning, procedures and techniques.
- j) As a part of an interdisciplinary team, participation in the development of the IEP.
- k) Provision of in-service education to staff, parents, etc., as requested.
- l) Maintenance of confidential records, assessments, contracts and progress reports on all appropriate students.
- m) Consultation with or attendance at appointments with physicians or other professionals with individual students as pertinent to the individual's program plan.
- n) Supervision, direction, training and evaluation of services provided by therapy aides if appropriate.

Consultant shall provide Services at the following location(s):

At a place determined by the therapist to be most appropriate to meet the student's needs.

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

SCHEDULE B

RATES FOR SERVICES

Compensation is to be paid by Charter School (hereinafter "CS") to Consultant only for services that are requested by CS.

Consultant will receive directives from CS as to the maximum number of hours that may be billed in any given month or for any given student and Consultant agrees to comply with these directives.

Expenses will be reimbursed as noted in the agreement. Payment will be made to the Consultant upon receipt of this signed agreement and a signed, completed, W-9 form along with an appropriate bill to be submitted to CS accounts payable.

Subject to the limitations set forth above in this **SCHEDULE B** and in the preceding Agreement, CS shall pay compensation to Consultant according to the following fee schedule:

Speech and Language Evaluation (including report and writing of IEP goals at a rate of Two Hundred and Fifty (\$250) per evaluation.

Speech and Language Individual Therapy services at a rate of Ninety (\$90.00) Dollars an hour.

Speech and Language Group Therapy services at a rate of Eighty (\$80.00) Dollars an hour.

Phone consultation (includes attendance at IEP teleconference) at a rate of Sixty (\$60.00) Dollars an hour.

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

SCHEDULE C-1

UNEXCUSED ABSENCE POLICY

The following steps are to be taken when student has unexcused absences as specified below:

<u>Date completed:</u>	<u>Action/Person or agency responsible:</u>
_____	When a special education student has missed two (2) scheduled consecutive meetings that are unexcused, the Consultant will notify CS by e-mail of the name of the student, and include a summary of the attendance and absence record of the student.
_____	CS will decide upon the appropriate means of contacting the family/student. It is suggested that a letter be mailed to remind the family/student of their scheduled time commitment. Such a letter may also state that further unexcused absences will result in reconvening the IEP team to discuss appropriate placement, and special education services.
_____	It is suggested that if the family does not respond, then a certified letter be sent by CS, documenting the course of action decided upon by CS. One option is to set up an IEP team meeting to discuss continuation of services and/or appropriateness of placement.
_____	If an IEP meeting is deemed appropriate; CS will schedule and hold an IEP meeting within four (4) weeks of receipt of the Consultant's initial e-mail and notify the appropriate Consultant personnel.
_____	The Consultant service provider (or appropriate designee) will attend the meeting to discuss continuation of services, and/or appropriateness of placement. If the IEP team decides to recommend continued special education services, a clear action plan must be developed and documented to address consistency of contact and meeting times between the service provider and the family.

Student _____ D.O.B. _____
CS school _____ Contact person _____
Consultant _____ Type of service _____
Date timeline implemented _____ Date of scheduled IEP _____
If IEP was not held, explain how and when notification issue was resolved: _____

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

SCHEDULE C-2

Procedures and Timeline for:

CONTACTING AND SCHEDULING DIFFICULTIES

The following steps are to be taken when a Consultant has difficulty contacting a parent by telephone, due to the following reasons: the telephone number(s) given by CS is/are disconnected, the Consultant's calls go unanswered or receive a busy signal, or messages left with other members of the family or on message machines are not returned. The following steps should be implemented in these situations:

<u>Date complete:</u>	<u>Action/Person or agency responsible:</u>
_____	After three (3) attempts at different times of the day and days of the week, and the Consultant cannot reach a parent and schedule an initial meeting time, the Consultant's service provider will notify the CS contact person by e-mail of the name of the student, along with documentation of attempts to reach the family.
_____	CS will either e-mail the Consultant and provide updated information on the family, or will contact the family to notify them of attempts made by Consultant to call them to set up services.
_____	If the family still does not respond, CS will choose a course of action that may include sending a certified letter to the family, to set up an IEP team meeting to discuss continuation of services and/or appropriateness of placement.
_____	If it is deemed appropriate to hold an IEP meeting, CS will schedule and hold the IEP meeting within four (4) weeks of receipt of the Consultant service provider's initial e-mail and notify the appropriate Consultant personnel per the timelines outlined in the contract.
_____	The Consultant service provider (or appropriate designee) will attend the meeting to discuss continuation of services, and/or appropriateness of placement. If the IEP team decides to recommend continued special education services, then a clear action plan must be developed and documented to address consistency of contact and meeting times between the service provider and the family.

Student _____ D.O.B. _____
Charter School _____ Contact person _____
Service Provider _____ Type of service _____
Date timeline implemented _____ Date of scheduled _____
IEP _____
If IEP was not held, explain how and when notification issue was resolved: _____

EXHIBIT H: SAMPLE SPECIAL EDUCATION SERVICES CONTRACTS

SCHEDULE C-3

Procedures and Timeline for:

SERVICE REFUSAL

The following steps are to be taken when a family, parent, legal guardian or student (if over eighteen) declines services. These steps should also be implemented whenever there is a request to decline services before an active IEP expires:

<u>Date completed:</u>	<u>Action/Person or agency responsible</u>
_____	If a Consultant service provider is notified by the parent, legal guardian, or the student (over the age of eighteen) that they no longer wish to receive special education services, the Consultant service provider will notify CS by e-mail. The message will include the name of the student, a dated record of the request to decline services, the reason for the request, and a summary of all attempts to resolve any barriers motivating the request.
_____	CS will schedule and hold an IEP meeting within four (4) weeks of receipt of the Consultant service provider's e-mail. If the latter option is used, CS will notify the appropriate Consultant personnel per the timelines outlined in the contract.
_____	The Consultant service provider (or appropriate designee) will attend the meeting to discuss the student's eligibility and the appropriateness of the request to decline services. If the IEP team feels that the student is still eligible and would continue to benefit from special education services, but the parent still declines, the IEP will document the request.
_____	CS and the Consultant will confer to decide upon an appropriate course of action. In the interim, the Consultant will remove the student from their caseload.

Student _____ D.O.B. _____
School _____ Contact person _____
Service Provider _____ Type of service _____
Date timeline implemented _____ Date of scheduled IEP _____
If IEP was not held, explain how and when notification issue was resolved: _____

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
01/31/05

PRODUCER
Aon Risk Services, Inc. of Washington, D.C./ Hunti
c/o Aon Client Services
P. O. Box 50
Winston-Salem NC 27102-0050

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

PHONE - (866) 522-9134 FAX - (800) 724-2083

COMPANY A Hartford Casualty Insurance Co

INSURED
Connections Academy Inc.
1000 Lancaster St., 6th Floor
Baltimore MD 21202 USA

COMPANY B Hartford Fire Insurance Co.

COMPANY C

COMPANY D

COVERAGES SIR May Apply

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
B	GENERAL LIABILITY	22UUNUG3574 Commercial Package Policy	09/15/04	09/15/05	GENERAL AGGREGATE	\$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				PRODUCTS - COM/POP AGG	\$2,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV INJURY	\$1,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT				EACH OCCURRENCE	\$1,000,000
					FIRE DAMAGE (Any one fire)	\$300,000
					MED EXP (Any one person)	\$10,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT	
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	
	<input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY:	
					EACH ACCIDENT	
A	EXCESS LIABILITY	22RIIUG3083 Primary Umbrella Policy	09/15/04	09/15/05	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> UMBRELLA FORM				AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				Retained Limit Amount	\$10,000
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTH
	THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE:	<input type="checkbox"/> INCL			EL EACH ACCIDENT	
		<input type="checkbox"/> EXCL			EL DISEASE-POLICY LIMIT	
					EL DISEASE-EA EMPLOYEE	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
It is agreed that INSPIRE & Idaho State Board of Education are included as Additional Insureds where required by contract, but only in accordance to policy terms, conditions, and exclusions.

CERTIFICATE HOLDER

INSPIRE & Idaho State Board of Education
Emmett, ID 83617 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



Holder Identifier: Certificate No: 570012495237

Review of Elements Required of a Petition to Establish a Charter School

Pursuant to the new public charter school temporary rules adopted by the State Board of Education (4-1-04), petitioners are required to submit their proposed draft petition to establish a charter school to the State Department of Education for the purpose of determining whether the petition complies with statutory requirements. This must occur prior to the petition being submitted to an authorized chartering entity (IDAPA 08.02.04. 200.03).

After a petition sufficiency review has been conducted by the State Department of Education, the petition may be submitted to an authorized chartering entity for review.

Upon approval by an authorized chartering entity, a Tracking Form must be completed, signed, and attached to the approved charter and copies submitted to the State Board of Education.

Charter School Name: INSPIRE Virtual Charter School
Authorized Chartering Entity: Public Charter School Commission
Date submitted to State Department of Education for Sufficiency Review: December 27, 2004
Date of Review: Completed on January 16, 2005

Items with no recommendations are sufficiently described in the petition.

DISPOSITION OF EACH ISSUE IS INDICATED IN CAPS

SDE	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
	P. 1 and Exhibit A	Elector petition forms with no less than 30 signatures. Forms available at http://www.sde.state.id.us/instruct/charter "Elector Petition and Tracking Forms"	5205 (1) (a)
Comments by SDE			
	P. 2 and Exhibit B	Articles of Incorporation and Bylaws of the nonprofit corporation.	5204 (1)
Comments by SDE			
FINDING			
A copy of the first page of the articles of incorporation are included, bearing the stamp of the Idaho Secretary of State on 12/20/2004. No other pages are included in the petition. Twenty-two Articles describing Bylaws are included.			
•Reference is made in Article 8, Section 8.1 to meetings of the board of directors of the charter school to be held at times			

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
<p>and places within or without the City of Chicago.</p> <p>Article 8 (Meetings of the Board of Directors) in Section 8.2, and in Article 21 (Manner of Giving Written Notice; Waivers of Notice), Section 21.1, descriptions are given of how notice of the meetings of the governing board will be given. These sections are not consistent with Idaho Code, Chapter 33 and Chapter 67 regarding statutory requirements for public notice, the date of the annual meeting, setting a calendar of monthly meetings of public school educational governing boards and adherence to Title 67, Chapter 23 setting requirements for all public governing boards.</p> <p>Article 17, Annual Report, Section 17.1, describes what the Treasurer and President will be present annually to the Board of Directors.</p> <p>Article 19, Fiscal Year, Section 19.1 says the fiscal year of the Corporation will determine the Board of Directors.</p> <p>RECOMMENDATION</p> <ol style="list-style-type: none"> 1. In Article 8, delete reference to meetings of the board of directors within and without the City of Chicago. 2. In a revised Bylaws component of the charter, include in Articles 8 and 21 that notice of the meetings of the governing board will adhere to Idaho Code, Title 33, Chapters 4 and 5, in particular § 33-402 f., with regard to notice of annual budget hearings by the board, and § 33-510, with regard to notice of annual and regular meetings of the board (the latter section includes reference to compliance with Idaho Code § 67-2340 through § 67-2345, which does not have to be included in the Notice provision of the Bylaws). 3. Revise Article 17 to adhere to the requirements of an annual report as given in Idaho Code 33-701(5). 4. Revise Article 19, Section 19.1 to adhere to Idaho Code 33-701, mandating the fiscal year as commencing on the first day of July in each year. <p>REVISED BYLAWS ADDRESS ALL ABOVE ISSUES AND COMPLY WITH CODE.</p>			
	Pp. 3-7	Describe the school's educational program and how learning will occur.	5205 (3) (a)
<p>Comments by SDE</p> <p>The petition describes the development of a Personalized Learning Plan for each student to be implemented by way of a computer mediated and parent coached Learning Management System with periodic support from an Idaho certified teacher. A curriculum brochure was submitted as an extension of the petition that describes the subjects to be covered at each K-8 grade.</p>			
	Pp. 8-10	Identify the school's goals and how all Educational Thoroughness Standards (as defined in Section 33-1612, Idaho Code) shall be fulfilled.	5205 (3) (b)
<p>Comments by SDE</p>			
	Pp. 11-12	Identify measurable student educational standards which describe the extent to which all students of the charter school demonstrate they have attained the skills and knowledge specified as goals.	5205 (3) (b)

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
<p>Comments by SDE RECOMMENDATION: Objective 2 should include the IRI in grades K-3, the Direct Math and Direct Writing Assessments.</p> <p>OBJECTIVE NOW INCLUDES IRI, DMA, AND-DWA</p>			
	P. 13-14	Identify various methods by which student progress is to be measured in meeting educational standards.	5205 (3) (c)
Comments by SDE			
	P. 14	Include a provision by which students will be tested with the same standardized tests as other Idaho public school students.	5205 (3) (d)
Comments by SDE			
	P. 15	Include a provision that ensures the charter school shall be accredited as provided by rule of the Idaho State Board of Education.	5205 (3) (e) 5210 (4) (b)
Comments by SDE			
	P. 16	Describe the governance structure of the school , including the person or entity that shall be legally accountable for the operation of the school.	5205 (3) (f)
<p>Comments by SDE FINDING Item 9 of the petition describes the governance structure, including the frequency of governing board meetings stated to be a least quarterly, but more often if needed to conduct school business.</p> <p>RECOMMENDATION Revise Item 9 to adhere to Idaho Code 33-510 requiring regular meetings of the board to be held monthly, on a uniform day of a uniform week, determined at the annual meeting of the board. The procedure to call special meetings of the board are also given in that code section which should be included in the petition.</p> <p>ITEM HAS BEEN CORRECTED TO REFLECT CODE.</p>			
	P 18	Outline the qualifications to be met by individuals employed by the school.	5204A (1) 5210 (4) (a) 5205 (3) (g)

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
Comments by SDE			
	P 19	Include provision that ensures all staff members will submit a criminal history check fingerprint card to the Office of Certification at the State Department of Education.	5210 (4) (d)
Comments by SDE			
	P 20	A statement that all teachers and administrators will be on a written contract approved by the Superintendent of Public Instruction.	5206 (4)
<p>Comments by SDE</p> <p>FINDING</p> <p>It appears from the petition that school administrators and teachers are intended to be employees of the Connections Academy rather than the Inspire Charter school, but, "All job actions concerning teachers and administrators will be determined by the Governing Board."</p> <p>RECOMMENDATION</p> <p>All certificated employees are to be employed as required by Idaho Code § 33-5206 (4). A rewritten section of the petition may clarify that the Governing Board will ensure that certificated school personnel are hired according to code.</p> <p>SECTION HAS BEEN REWRITTEN TO CLARIFY THAT ALL CERTIFICATED EMPLOYEES ARE HIRED AND EMPLOYED BY THE CHARTER SCHOOL ACCORDING TO IDAHO CODE.</p>			
	P. 21	Include procedures to ensure health and safety of students and staff.	5205 (3) (h)
Comments by SDE			
	Pp. 22 - 23	Describe admission procedures, including provision for over-enrollment , which specify equitable selection processes for the initial year, as well as subsequent years of operation. In addition, include enrollment capacity of the charter school.	5205 (3) (i)

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
<p>Comments by SDE The petition anticipates an initial enrollment of 500 students for the first year of operation, and expects enrollment to exceed 2,000 students by the fourth year of operation.</p> <p>FINDING The petition states that, as a virtual school, the school's enrollment capacity is "quite flexible." Nevertheless, the petition does not adequately address the procedures to be followed in order to ensure an equitable selection process for determining which students will be enrolled.</p> <p>RECOMMENDATION The petition's admission procedures should be revised so as to address all required aspects of admission procedures as outlined in section 203 of IDAPA 08.02.04 (Rules Governing Charter Schools), both for the initial enrollment year and for subsequent years.</p> <p>In accordance with section 202 of IDAPA 08.02.04 (Rules Governing Charter Schools), the petition must describe the criteria that will be used to determine when a person will be designated as a founder of the school, must identify the those persons who will so designated, and must describe the material contribution proposed to be made by each of the founders.</p> <p>SECTION HAS BEEN REWRITTEN TO CONFORM WITH SECTIONS 202 AND 203 OF IDAPA 08.02.04, INCLUDING CLARIFICATION OF FOUNDERS/FOUNDERS' PREFERENCE.</p>			
	P. 23	A statement describing how waiting lists will be developed and renewed annually.	5205 (3) (i)
<p>Comments by SDE FINDING The petition provides a general description of a process for establishing waiting lists and implies that the waiting list will be renewed annually.</p> <p>RECOMMENDATION The waiting list procedures of the petition should be rewritten to address the pertinent aspects of admission selection as described in section 203 of IDAPA 08.02.04 (Rules Governing Charter Schools), both for the initial enrollment year and for subsequent years.</p> <p>SECTION HAS BEEN REWRITTEN TO CONFORM WITH SECTION 203 OF IDAPA 08.02.04.</p>			
	Pp. 3 & 22	Include anticipated enrollment.	
<p>Comments by SDE The petition anticipates an initial enrollment of 500 students for the first year of operation, and expects enrollment to exceed 2,000 students by the fourth year of operation, and 5,000 by year 5.</p>			

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
	P. 24	Describe the manner in which citizens residing in the compact and contiguous attendance area of the charter school will be made aware of enrollment opportunities.	5205 (3) (s)
<p>Comments by SDE Item 17 describes a comprehensive manner of making citizens aware of enrollment opportunities throughout the state of Idaho.</p>			
	P 26	Describe the manner in which the annual audit of financial and programmatic operations is to be conducted.	5205 (3) (j) 5206 (7) 5210 (3)
<p>Comments by SDE Petition states a final year-end financial audit report will be done, and a program audit committee will "engage" an independent evaluator to audit the program on an annual basis.</p>			
	P. 27	Outline procedures for suspension, expulsion and re-enrollment of students.	5205 (3) (k)
<p>Comments by SDE FINDING •Procedures for suspension, expulsion and re-enrollment refer to Exhibit E describing steps to be followed in the event of misbehavior. No Exhibit E was included in the petition. •The petition refers to unknown standards prohibiting corporal punishment and strip searches of students as Section 118.31, Stats., and Sections 118.32 and 948.50, Stats. •In the Due Process and Notifications paragraphs of Item 19, the processes described and the amount of time students may be suspended do not correspond to the processes and time a student may be suspended by school officials given in Idaho Code.</p> <p>RECOMMENDATION Rewrite this section of the petition to comply with Idaho Code Section 33-205. The petition needs to be modified regarding the correct procedural steps described. For example, a temporary suspension by a principal shall not exceed 5 days; and that may be extended an additional 10 days. Based on a finding by the governing board the suspension may be extended an additional 5 days. The principal of the charter school may not convene an expulsion hearing. Only a governing board may expel a student following the process and for the reasons given in Section 33-205.</p> <p>Those portions of the petition referring to non-existent Exhibits or standards of other states should be deleted.</p> <p>SECTION HAS BEEN REWRITTEN TO COMPLY FULLY WITH IDAHO CODE SECTION 33-205. NON-EXISTENT EXHIBITS AND FOREIGN CITATIONS HAVE BEEN DELETED.</p>			

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
	P 29	Include provision that ensures all staff members will be enrolled in and covered by all of the following: <ul style="list-style-type: none"> ▪ Public Employee Retirement System (PERSI) ▪ Federal Social Security ▪ Unemployment Insurance/Worker's Compensation Insurance 	5205 (3) (l)
Comments by SDE			
	P. 30	Include a public school attendance alternative for students residing within the school district who choose not to attend the charter school.	5205 (3) (m)
Comments by SDE This item is not applicable to this petition, as the petition requests approval to be a charter school that is not a school in any particular school district.			
	P. 31	Describe the transfer rights of any employee choosing to work in a charter school, and the right of this employee to return to any non-charter school in the district.	5205 (3) (n) 33-1217
Comments by SDE This item is not applicable to this petition, as the petition requests approval to be a charter school that is not a school in any particular school district from and to which employees may enter and return.			
	P. 32	Include provision that ensures that the staff of the charter school shall be considered a separate unit for purposes of collective bargaining.	5205 (3) (o)
Comments by SDE			
	P. 33	Outline procedures to be followed by the charter school and the entity granting the charter to resolve disputes relating to provisions of the charter.	5205 (3) (p)

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
<p>Comments by SDE FINDING The petition describes a communications and reporting plan to create a regular flow of information that is intended to identify areas of concern so the governing board of the school can address them.</p> <p>RECOMMENDATION In addition to communications and reporting strategies, the petition should be modified to include the procedures found at Idaho Code Section 33-5209.</p> <p>SECTION HAS BEEN MODIFIED TO SPECIFICALLY INCLUDE PROCEDURES FROM IDAHO CODE SECTION 33-5209.</p>			
	P. 37	<p>Outline provisions for how special education services will be provided:</p> <ul style="list-style-type: none"> ▪ Identification/Evaluation ▪ Programming ▪ Individual Education Plans (IEP) <ul style="list-style-type: none"> • Development • Review • Revision ▪ Services ▪ Discipline Policy ▪ Budget ▪ Transportation for special needs students (the charter school must provide transportation unless a special needs student is capable of getting to school in the same manner as other students) 	5205 (3) (q)
<p>Comments by SDE FINDINGS:</p> <ol style="list-style-type: none"> 1. The petition indicates students with disabilities will receive direct services if their needs are "more serious and profound". It is estimated that 70% of the students will not require direct contact. Special education is specially designed instruction and requires face-to-face contact with a special education teacher as outlined on a service plan within the IEP. Parent provided coaching does not meet the definition of special education. 2. The petition indicates that students with more serious and profound needs will be served by arrangements petitioners may create with other providers. The applicant "will work with local school districts and other service providers" to secure the additional services required to meet each child's needs. This does not specifically address the applicant's requirement to demonstrate the availability of a continuum of services as described in the active edition of the Idaho Special Education Manual, 2001, on pages 99-100, through as yet nonexistent plans to be able to provide such services. 3. Under the review of the IEP, the petition discusses waiving the pre-placement IEP meeting. Because the charter school is a virtual school, it will always be a change in placement and will require that an IEP meeting occur. 4. The budget section for special education lacks in detail. The petition has not addressed maintenance of effort (use of local or state funding) nor how the funds will be used to serve students with disabilities. 5. The petition indicates that parents will be expected to provide transportation for their children to service providers. This is plan is in conflict with the Individuals with Disabilities Education Act which requires the provision of a free 			

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
<p>appropriate public education.</p> <p>6. The petition does not address the requirement to have the governing body to adopt policies and procedure for the provision special education services meeting state and federal criteria and to obtain approval from the State Department of Education as part of the eligibility process to qualify for funds to help support special education services.</p> <p>7. Under the subheading of "Identification/Evaluation" the petition indicates, "JEP goals are formulated and parent signs IEP". Parents must participate in the development of the IEP. There is no requirement for parents to sign an IEP. Prents do give consent for initial placement into special education. They are also provided written notice of the placement.</p> <p>RECOMMENDATIONS:</p> <ol style="list-style-type: none"> 1. The petition must address the fact that placement in a virtual school setting becomes a change in placement. If students, as a result of this service, no longer require specially designed instruction then the IEP must consider whether exiting from special education services is appropriate. If special designed instruction is needed, it must be scheduled on a face-to-face basis at no cost to the parent. 2. The petition should address how each level of service will be provided (general education with accommodations, general education with direct services, resource program support, special education with general education integration, day-school, hospital instruction, institutional services) and should include contingent agreements from more than one school district and private provider, which is willing to contract with the charter. 3. The petition needs to indicate that a pre-placement IEP meeting will occur. 4. The petitioners should review the instructions for applying for Title VI-B funding that can be accessed on line at http://www.sde.state.id.us/SpecialEd/stateandfederal/. This information will be helpful in providing more detail to the budget for special education. 5. The petition needs to be modified to describe how the charter school will provide transportation or reimburse the parents for transportation, if the parents are willing to provide that service. 6. Compliance with this requirement must be described in the petition. 7. The language in the petition should be adjusted to reflect the correct process. <p>SECTION HAS BEEN ENTIRELY REWORKED TO CORRECTLY REFLECT PROCESS FOR CHILD FIND SCREENING, PRE-REFERRAL/PRE-PLACEMENT, REFERRAL, AND MANAGING CHANGES IN IEP PLACEMENT. PETITION NOW SPECIFICALLY ADDRESSES PROVISION OF EACH LEVEL OF SERVICES, WITH SAMPLE SERVICE AGREEMENTS AND PRELIMINARY INDICATIONS OF SERVICE AVAILABILITY FROM SELECTED DISTRICTS. A SPECIFIC BUDGET IS NOW INCLUDED FOR SPECIAL EDUCATION, WITH PROVISION FOR TRANSPORTATION. THE PETITION ALSO INDICATES THE GOVERNING BOARD'S INTENTION TO ADOPT THE IDAHO SPECIAL EDUCATION MANUAL, SEPTEMBER 2001 (AND ANY SUBSEQUENT UPDATES) AS ITS SPECIAL EDUCATION POLICY.</p>			
	P 38	Describe the manner in which gifted and talented students will be served including a plan for identification and service.	

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
<p>Comments by SDE: The petition indicates gifted students will be served using the Personalized Learning approach. Gifted learners will be provided with appropriate curriculum, pacing and teaching approaches. INSPIRE teachers will work closely with Connections Academy curriculum specialists to ensure proper enrichment. Identification of gifted students should follow IDAPA 08.02.03.999. Definition of gifted children and responsibility of schools district for education of gifted/talented children should follow Idaho code 33-2001 and 33-2003.</p> <p>SECTIONS HAS BEEN REVISED TO REFLECT IDENTIFICATION OF GIFTED STUDENTS AS DEFINED IN IDAPA 08.02.03.999 AS WELL AS IDAHO CODE 33-2001 AND 22-2003.</p>			
	P. 39	Describe the manner by which Limited English Proficiency services will be provided.	
Comments by SDE			
	P. 40	Describe facilities to be used by the school.	5205 (4)
<p>Comments by SDE Administrative facilities are anticipated. No facilities to serve students are indicated to be needed for this virtual school petition.</p>			
	Pp. 41-42	Outline the manner in which administrative services of the school are to be provided.	5205 (4)

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
<p>Comments by SDE</p> <p>FINDING:</p> <p>The petition states the governing board will contract for all administrative, management and other services to be provided by a pre-selected corporation, The Connections Academy, LLC. With Governing Board approval, it appears The Connections Academy will provide: instructional materials, administrative personnel, teaching personnel, educational support services, training and other professional development, computer hardware and software, technical support for hardware and software, administrative services, financial, treasury and other reporting, student recruiting, community education, general school management, special education services, legal and audit services, payment of governing board expenses.</p> <p>It appears the Governing Board will be the recipient of requests for approval and reports of actions by the corporation, which will implement the administrative and all other instructional and non-instructional services through a contract with a private company whose headquarters is listed as being at 1000 Lancaster St., 6th Floor, Baltimore, MD 21202.</p> <p>RECOMMENDATION:</p> <p>It is recommended the contractual employment and purchasing process contemplated in the petition be compared with the requirements of Idaho Code, Title 33, Chapters 5 and 6.</p> <p>SECTION HAS BEEN REWRITTEN TO REFLECT COMMITMENT OF GOVERNING BOARD TO STRICTLY COMPLU WITH IDAHO CODE TITEL 33, CHAPTERS 5 AND 6, IN ALL PURCHASING AND CONTRACTUAL EMPLOYMENT PROCESSES. THE PETITION NO LONGER REFLECTS PRESUMPTION OF SPECIFIC VENDOR FOR SCHOOL MANAGEMENT SERVICES.</p>			
	P. 43	Describe potential civil liability effects upon the school and upon the chartering entity.	5205 (4)
Comments by SDE			
	P. 2 and Exhibit B	Include documentation of organization under the Idaho Nonprofit Corporation Act.	5204 (1)
Comments by SDE			
	P. 45 and Exhibit H	Include documentation regarding insurance for liability and property loss.	5204 (4)
<p>Comments by SDE</p> <p>The petition includes an insurance coverage document from the company insuring the Connections Academy. A Certificate of Liability Insurance appears to cover "Excess Liability" with the Hartford Fire Insurance Co. and "Commercial General Liability" from the Hartford Casualty Insurance Co.</p>			

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
	P 46	Describe the manner by which eligible students from the charter school shall be allowed to participate in dual enrollment in non-charter schools within the District as provided for in Chapter 2, Title 33, Idaho Code.	5205 (3) (r)
<p>Comments by SDE</p> <p>FINDING: The charter describes what the school will do in case of a request by a student to participate in dual enrollment. The Charter does not describe what that might be, but instead states the school will take such requests on a case-by-case basis.</p> <p>RECOMMENDATION: It might be better for the petition to state specifically what the dual enrollment statute requires and its intent to adhere to it.</p> <p>THE PETITION NOW STATES SPECIFICALLY THAT DUAL ENROLLMENT PROCESSES WILL REFLECT AND ADHERE TO STATUTE.</p>			
	P. 48	Outline transportation services for students, including estimated first year cost.	5208 (4)
<p>Comments by SDE</p> <p>FINDING: The petition says the school may provide transportation for special events. No estimate of first year cost provided.</p> <p>RECOMMENDATION Because transportation is a possibility, adherence in the petition to the requirements of Idaho Code § 33-5208(4) is recommended.</p> <p>THIS SECTION NOW DIRECTLY ADHERES TO IDAHO CODE 33-5208(4) REGARDING TRANSPORTATION, AND BOTH THIS SECTION AND THE BUDGET REFLECT FIRST YEAR TRANSPORTATION COSTS.</p>			
		<p>Outline provisions for Child Nutrition:</p> <ul style="list-style-type: none"> ▪ School Lunch Program ▪ Determining Eligibility for Free and Reduced Price Meals ▪ Verification Reporting and Recordkeeping 	
<p>Comments by SDE</p> <p>No meals are anticipated to be provided by the petitioners.</p>			

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
	P 50 & Parent/ Learning Coach Agreement – Exhibit G	Include a provision that ensures a policy of Internet safety for minors that includes the operation of a technology protection measure with respect to any of its computers with Internet access that protects against access through such computers to visual depictions that are obscene, child pornography, or harmful to minors (Children's Internet Protection Act).	
<p>Comments by SDE</p> <p>FINDING</p> <p>The petition indicates in a sample Parent/Learning Coach Agreement that "The parent shall take full responsibility for the student's use of the Internet, and hereby hold the school harmless for any actions or activities resulting from the student's use." Also, the petition describes an Internet and Electronic Mail Acceptable Use Policy and Permission Form. No copy is included in the charter. These two combined signed documents would meet the requirements. No budget is submitted.</p> <p>RECOMMENDATION</p> <p>In developing a budget, it is recommended that the petitioners consider hardware, software, training, maintenance and repair costs in the first and ensuing years.</p> <p>THE BUDGET ALLOCATION FOR STUDENT HARDWARE AND SOFTWARE IS NOW CLEARLY INDICATED AND REPORTED IN THIS SECTION. INTERNET SAFETY POLICY, INCLUDING ACCEPTABLE USE LANGUAGE, HAS BEEN SPELLED OUT AND CLARIFIED DIRECTLY IN THIS SECTION.</p>			
	P. 52	A virtual charter school that is approved by the school district board of trustees must include a statement declaring if the school wishes to be considered an LEA for purposes of federal formula funding.	5208 (8) (c)
<p>ER COMMENTS</p> <p>The petitioners are applying to the Commission to be considered an LEA.</p>			
		<p>After a petition sufficiency review has been facilitated by the State Department of Education, the petition may be submitted to an authorized chartering entity for review.</p> <p>Upon approval by the authorized chartering entity, complete and sign a Tracking Form. Attach the Tracking Form to the approved charter and submit two copies:</p> <p>One copy to the State Board of Education:</p>	

SDE ✓	Page Number	In the column to the left, list the page number of the petition that addresses the following elements.	Idaho Code Title 33 Chapter 52
		<p>State Board of Education Karen Echeverria 650 West State Street, 3rd Floor P.O. Box 83720 Boise, Idaho 83720-0037</p> <p>One copy to the State Department of Education:</p> <p>State Department of Education Dr. Robert West 650 West State Street, 2nd Floor P.O. Box 83720 Boise, Idaho 83720-0027</p> <p>Forms available at http://www.sde.state.id.us/instruct/charter "Electoral Petition and Tracking Forms"</p>	

Idaho Public Charter School Commission
COMMISSION STAFF MEMO

TO: File
FROM: Staff
DATE: February 9, 2005
RE: INSPIRE
PETITION DATED: FEBRUARY 1, 2005
FILE NO. 2005-02-001

Proposed school year & grades to begin operations: 2005-2006; K-12

Attendance Area: STATE OF IDAHO

1. Articles of Incorporation, file stamped by Secretary of States Office YES NO
A public charter school shall be organized and managed under the Idaho non-profit corporation act. Idaho Code § 33-5204(1)

Enter Any Comments:

2. Adopted Bylaws YES NO
The board of directors or members of a corporation shall adopt the initial bylaws for the corporation. Idaho Code § 30-3-21(1)

Enter Any Comments: **SOME INFORMATION MISSING IN BYLAWS**

3. How did Petition come to Commission? YES NO
Virtual School YES NO
Referred by School District
Reason for referral _____

Filed by Petitioner after withdrawal from school district YES NO

Date of filing with board of trustees _____

Withdrawal within 30 days of submission to board of trustees YES NO

SBOE re-directed Petition for consideration by Commission YES NO

Reason for referral _____

Enter Any Comments:

4. State Department of Education Petition Review for Sufficiency report. YES NO
§33-1612 requirements met? YES NO

Prior to submitting a petition to an authorized chartering entity, petitioners shall submit the proposed petition to the Department, which will review it to determine whether the petition complies with statutory requirements. IDAPA 08.02.04.200.03

Enter Any Comments: SEE SUFFICIENCY REVIEW

► Insert any deficiencies identified by the SDOE below:

Enter Any Comments:

5. Written comments from an authorized representative of the school district? YES NO
Enter Any Comments: Comments received from school districts across the state

6. Petition signed by at least 30 qualified electors of designated service area? YES NO
A petition to establish a new public charter school, including a public virtual charter school, shall be signed by not fewer than thirty (30) qualified electors of the service area designated in the petition. Idaho Code § 33-5205(1)(a).

Enter Any Comments:

7. Petition complies with Idaho Code § 33-5205(3)(a)? YES NO
(a) Proposed educational plan? YES NO
(b) Identifies what it means to be an "educated person" in the 21st Century? YES NO
(c) Discusses how learning best occurs? YES NO
(d) Goals identified including how all-educational thoroughness standards as defined in section 33-1612, Idaho Code shall be fulfilled? YES NO

Enter Any Comments:

8. Petition complies with Idaho Code § 33-5205(3)(b)? YES NO
Identifies measurable student educational standards, which means the extent to which all students demonstrate they have attained the skills and knowledge specified as goals in the school's educational program.

Enter Any Comments:

9. Petition complies with Idaho Code § 33-5205(3)(c)? YES NO
The method by which student progress in meeting the student educational standards is to be measured.

Enter Any Comments:

10. Petition complies with Idaho Code § 33-5205(3)(d)? YES NO
Provision by which students will be tested with the same standardized tests as other Idaho public school students.

Enter Any Comments: TRANSPORTATION TO TEST LOCATIONS NEEDS TO BE ADDRESSED; MAY NEED TO BE PROVIDED BY INSPIRE

11. Petition complies with Idaho Code § 33-5205(3)(e)? YES NO
A provision that ensures that the public charter school shall be state accredited as provided by rule of the state board of education.

Enter Any Comments:

12. Petition complies with Idaho Code § 33-5205(3)(f)? YES NO
a) The governance structure of the school including, but not limited to, the person or entity who shall be legally accountable for the operation of the public charter school?
b) The process to be followed by the school to ensure parental involvement?

Enter Any Comments:

- Is Commission identified as replacing the school board of trustees? YES NO
Pursuant to Idaho Code § 33-5204(2) the authorizing chartering entity shall have no liability for the acts, omissions, debts or other obligations of a public charter school, except as may be provided in the charter.

Enter Any Comments:

13. Petition complies with Idaho Code § 33-5205(3)(g)? YES NO
(The qualifications to be met by individuals employed by the public charter school)
Instructional staff shall be certified teachers, or may apply for a waiver or any of the
limited certification options as provided by rule of the state board of education

Enter Any Comments:

14. Petition complies with Idaho Code § 33-5205(3)(h)? YES NO
(The procedures that the public charter school will follow to ensure the health and safety of
students and staff)

Enter Any Comments: INSPIRE SHOULD SUBMIT "OTHER HEALTH AND SAFETY POLICIES" TO
COMMISSION UPON COMPLETION

15. Petition complies with Idaho Code § 33-5205(3)(i)? YES NO
Admission procedures, including provision for over enrollment. Such admission
procedures shall provide that the initial admission procedures for a new public charter
school, including provision for over enrollment, will be determined by lottery or other
random method, except as otherwise provided by this provision.

Enter Any Comments:

16. Petition complies with Idaho Code § 33-5205(3)(j)? YES NO
a) The manner in which an annual audit of the financial operations of the public charter
school is to be conducted YES NO
b) The manner in which an annual audit of the programmatic operations of the public
charter school is to be conducted YES NO

Enter Any Comments: INCLUDED, PAGE 28; CAN'T COMMENT ON IF IT'S ADEQUATE OR NOT

17. Petition complies with Idaho Code § 33-5205(3)(k)? YES NO
The disciplinary procedures that the public charter school will utilize, including the
procedure by which students may be suspended, expelled and reenrolled

Enter Any Comments: NEED TO ADD CONTACTING LAW ENFORCEMENT FOR WEAPON OR
FIREARM

Note: Disciplinary procedures for Special Education students should also be included.

18. Petition complies with Idaho Code § 33-5205(3)(l)? YES NO
a) A provision which ensures that all staff members of the public charter school will be
covered by the public employee retirement system? YES NO
b) A provision which ensures that all staff members of the public charter school will be
covered by the federal social security? YES NO

- c) A provision which ensures that all staff members of the public charter school will be covered by unemployment insurance? YES NO
- d) A provision which ensures that all staff members of the public charter school will be covered by worker's compensation insurance funding in the budget? YES NO

Enter Any Comments:

19. Petition complies with Idaho Code § 33-5205(3)(m)? YES NO
The public school attendance alternative for students residing within the school district who choose not to attend the public charter school.

Enter Any Comments:

20. Petition complies with Idaho Code § 33-5205(3)(n)? YES NO
A description of the transfer rights of any employee choosing to work in a public charter school and the rights of such employees to return to any noncharter school in the school district after employment at a public charter school.

Enter Any Comments:

21. Petition complies with Idaho Code § 33-5205(3)(o)? YES NO
A provision which ensures that the staff of the public charter school shall be considered a separate unit for purposes of collective bargaining.

Enter Any Comments:

22. Petition complies with Idaho Code § 33-5205(3)(p)? YES NO
The procedures to be followed by the public charter school and the authorized chartering entity to resolve disputes relating to provisions of the charter.

Enter Any Comments: Page 36 of petition

► It is recommended the current provision be deleted and the following be the agreed upon dispute resolution process:

The Public Charter School Commission and the Board of Directors of [Name of school] will resolve disputes relating to provisions of this charter by following the procedures set forth in section 33-5209, Idaho Code, and the applicable rules of the State Board of Education, including a notice of defect and submission of a corrective action plan.

23. Petition complies with Idaho Code § 33-5205(3)(q)? YES NO
The manner by which special education services will be provided to students with disabilities who are eligible pursuant to the federal Individuals with Disabilities Education Act.

Enter Any Comments:

24. Petition complies with Idaho Code § 33-5205(3)(r)? YES NO
The manner by which eligible students from the public charter school shall be allowed to participate in dual enrollment in noncharter schools within the same district as the public charter school, as provided for in section 33-203(7), Idaho Code.

Enter Any Comments: No policy but a statement was included - Staff recommends that INSPIRE draft the actual policy prior to approval of the petition

25. Petition complies with Idaho Code § 33-5205(3)(s)? YES NO
The process by which the citizens in the area of attendance shall be made aware of the enrollment opportunities of the public charter school.

Enter Any Comments:

26. Petition complies with Idaho Code § 33-5208(4)? YES NO
For charter schools in the initial year of operation, the petition shall include a proposal for transportation services with an estimated first year cost.

Enter Any Comments: STATEMENT WITH COST INCLUDED BUT BUDGET PROBABLY NOT ADEQUATE TO MEET NEEDS

27. Petition addresses Idaho Code § 33-210(3)? YES NO
The governing board of the charter school shall ensure that procedures are developed for contacting law enforcement and the student's parents, legal guardian or custodian regarding a student reasonably suspected of using or being under the influence of alcohol or a controlled substance. Charter school policies formulated to meet the provisions of section 37-2732C, Idaho Code, and this section shall be made available to each student, parent, guardian or custodian by August 31, 2002, and thereafter as provided by section 30-512 6., Idaho Code.

Enter Any Comments: NO POLICY INCLUDED IN PETITION - PETITIONERS NEED TO INCLUDE POLICY

28. Is school contracting for services? YES NO
Are copies of contracts included in petition? YES NO

Services identified as being contracted:

- Curriculum YES NO
Special education YES NO
Transportation YES NO

Meals
Other:

YES NO

Enter Any Comments: **SAMPLE CONTRACTS INCLUDED, BUT NOT INSPIRE'S CONTRACTS**

29. Idaho Code § 33-5204(4) requires public charter schools to secure insurance for liability and property loss.

Funds for a policy of insurance for liability in the budget: YES NO
Funds for a policy of insurance for property loss in the budget: YES NO

Enter Any Comments:

30. Idaho Code § 33-5204(2) permits a public charter school to sue or be sued, purchase, receive, hold and convey real and personal property for school purposes, and borrow money for such purposes. Subsection 3 permits the board of directors of the nonprofit corporation to borrow money to finance the purchase or lease of school building facilities, equipment and furnishings.

Are there funds for Errors & Omissions insurance in the budget?*: YES NO

*Note: E&O insurance is not required by statute but is recommended.

Enter Any Comments:

COMMENTS:

Statement regarding free and reduced lunch included - not going to provide meals even for students qualifying for free and reduced lunch or if they are, they don't say how lunch will be provided.

Staff recommends Commission ask for a description of how materials will be distributed and how Personal Learning Plans (PLPs) will be developed in a timely manner given the large number of anticipated students.

Staff recommends the Commission address the teacher to student ratio of 1:50 - how will teachers be able to adequately meet students' needs?

**PUBLIC CHARTER SCHOOL COMMISSION STAFF MEMO
DISPOSITION OF ISSUES**

Dated: 2/9/05 Received by Petitioners: 2/23/05

MEMO ITEM #	DESCRIPTION	DISPOSITION
2	Adopted Bylaws: Some information missing in bylaws	School address not yet confirmed (see MOU between INSPIRE and Boise State University, included as tab).
5	Written comments from school district – Comments received from school districts across state	No comments received, according to Staff 2/25/05.
10	Testing – Transportation to test locations needs to be addressed; may need to be provided by INSPIRE	Charter petition page 14 has been revised to reflect transportation option; budget already includes funds.
14	Health and Safety—INSPIRE should submit “Other health and safety policies” to Commission upon completion	Charter petition page 21 has been revised to confirm intention to submit all approved health and safety policies to Commission.
17	Discipline, suspension, expulsion policies <ul style="list-style-type: none"> • Need to add contacting law enforcement for weapon or firearm • Disciplinary procedures for Special Education students should also be included 	Draft Policies 541, 544, and 545 (included in Exhibit M, Proposed Policies) are ready for INSPIRE Board review.
22	Dispute resolution -- Page 36 of Petition, recommended that current provision be deleted and the following be the agreed-upon dispute resolution process: The Public Charter School Commission and the Board of Directors of INSPIRE will resolve disputes relating to the provisions of this charter by following procedures set for in section 33-5209, Idaho Code, and the applicable rules of the State Board of Education, including a notice of defect and submission of a corrective plan of action.	Charter petition page 36 has been revised to delete original provision and replace with recommended statement.

24	Dual enrollment – No policy but a statement was included—Staff recommends that INSPIRE draft the actual policy prior to approval of the petition	Draft Policy 630 (included in Exhibit M, Proposed Policies) is ready for INSPIRE Board review.
26	Transportation services – State with cost included but budget probably not adequate to meet needs	Charter petition page 52 has been revised to clarify use of transportation funds and basis for estimate.
27	Idaho Code § 33-210(3) – student reasonably suspected of using or being under the influence of alcohol or a controlled substance – No policy included in petition – petitioners need to include policy	Draft Policy 551 (included in Exhibit M, Proposed Policies) is ready for INSPIRE Board review
28	Contracting for services – Curriculum, special education – Contracts included, but not INSPIRE contracts	INSPIRE contracts for special education services cannot be developed until students are in place. Curriculum and management contracts to be negotiated following charter approval and RFP.
30	Funds for Errors & Omissions insurance in budget (E&O insurance not required but recommended) – NOT included in budget	Charter petition page 49 has been revised to clarify that E&O insurance is actually included in budget under general “liability” heading.
Other	Statement regarding free and reduced lunch – not going to provide meals even for students qualifying for free and reduced lunch	Charter petition page 53 has been revised to clarify that school will not provide meal service but will ask families to provide eligibility information so that the school can secure educational services (e.g. Title I) to which students may be entitled.
Other	Staff recommends Commission ask for a description of how materials will be distributed and how Personalize Learning Plans will be developed in a timely manner given the large number of anticipated students	Personalized Learning Plan sample included as Exhibit N; process for distribution of materials and development of PLPs to be detailed in presentation
Other	Staff recommends Commission address the teacher to student ratio of 1:50 – how will teachers be able to adequately meet students’ needs?	Presentation on 3/3 discussed teacher roles tasks and tools that enable INSPIRE teachers to meet students’ needs.

**MEMORANDUM OF UNDERSTANDING BETWEEN
INSPIRE CHARTER SCHOOL AND BOISE STATE UNIVERSITY**

This Memorandum of Understanding (the "MOU") is made as of March 3 2005, (the "Effective Date"), by and between INSPIRE Academics, dba INSPIRE Charter School ("INSPIRE"), a proposed Idaho charter school, and BOISE STATE UNIVERSITY ("BSU"), an Idaho public institution of higher education, (together "the Parties," and separately a "Party").

Except as to Sections 7-14, this Memorandum is non-binding but serves to document the understanding between the Parties as to certain desired activities and agreements. The Parties agree to use best efforts to complete any required Agreements and to obtain any required Board approvals no later than June 30, 2005.

WHEREAS, INSPIRE proposes to provide a high-quality, highly accountable public education to K-12 students throughout Idaho through a unique "virtual" charter school offering; and

WHEREAS, the INSPIRE charter school proposal is articulated in a charter petition currently before the Idaho Charter School Commission, with a decision expected before June 30, 2005; and

WHEREAS, the proposed INSPIRE virtual school model as discussed in the charter petition integrates a "teaching center" which will be the primary location for the school's Idaho-certified teachers and their supervising administrators, and from which these teachers and administrators will work with enrolled INSPIRE students and their parents at a distance using a variety of forms of technology; and

WHEREAS, BSU has a long and successful track record in provision of distance learning programming for its students in Idaho and beyond; and

WHEREAS, BSU has developed one of the nation's leading programs in technology-facilitated learning for aspiring and practicing educators, the Educational Technology Department of the School of Education; and

WHEREAS, BSU wishes to embrace Governor Dirk Kempthorne's challenge to Idaho's institutions of higher education to become more actively involved in K-12 charter schools;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the Parties set forth their intentions as follows:

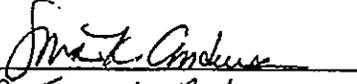
1. BSU intends to provide INSPIRE, for a reasonable fee and in time for the launch of the 2005-06 school year, space on the BSU campus for INSPIRE's "teaching center" to accommodate the draft specifications included in Exhibit A. The Parties understand that INSPIRE's space requirements are a function of its actual student enrollment (and therefore, its teaching staff size) in any given year, and intend to develop a lease agreement that recognizes and provides for necessary adjustments each year.
2. BSU intends to provide INSPIRE, through the Educational Technology Department of its School of Education, teacher training services prior to and during each school year. The details of these teacher training services, including the balance of face-to-face and distance learning delivery and any reasonable fees for these services, will be negotiated in a specific agreement between the parties following approval of the charter school.
3. INSPIRE intends to offer BSU right of first refusal for research on distance learning, technology-facilitated education, and other topics of scholarly interest using INSPIRE's facilities and program. All such research will include appropriate safeguards for participant confidentiality and consent, and may be funded in part through a research set-aside in the INSPIRE charter school budget.
4. INSPIRE intends to seek guidance from BSU on development of criteria and protocols for the charter school's proposed annual program evaluation. To the extent that other aspects of BSU's partnership with INSPIRE do not preclude BSU, as an interested party, from directly conducting some or all of this evaluation, INSPIRE intends to invite BSU to do so.

5. The Parties understand that each of above-stated intentions is independent of the others and that formal agreements may ultimately be developed between the Parties pursuant to any, all, or none of them.
6. The Parties further understand that the above-stated intentions are separate and distinct from any relationships that BSU may develop, directly or indirectly, with other virtual schools outside the state of Idaho.
7. Effective Date and Term: This MOU shall become effective as of the date written above and will terminate June 30, 2005. On June 30, 2005, this MOU may be renewed by mutual agreement of the parties for up to one additional year. The MOU will terminate automatically prior to the initial expiration date if the INSPIRE charter petition is rejected by the Idaho Charter Commission before that date and the INSPIRE Board of Trustees chooses not to appeal that rejection.
8. Disclosure: The Parties hereby disclose that a member of the faculty of the Educational Technology Department of the School of Education at BSU currently serves on the Board of Directors of INSPIRE, and understand that this board member will abstain from voting on any issue before the Board that involves BSU.
9. No Representation. No Party shall be deemed a representative, agent or employee of either of the other Parties hereto. No Party shall without the prior written consent of the other Parties, make any contract commitment or expenditure binding upon the other Parties, or pledge the credit of any other Party.
10. No Joint Venture. This MOU shall not be deemed to create a joint venture among the Parties.
11. Publicity/Marketing. All public notices to third parties and all other publicity of contents of this MOU, or various agreements contemplated herein shall be subject to the Parties' prior written consent. The Parties will cooperate and develop marketing messages/media in consultation with each other related to this MOU and any related applications, arrangements or agreements.
12. Entire MOU and Amendments. This MOU constitutes the full understanding and entire agreement between the Parties with respect to the subject matter hereof and supersedes any and all prior oral or written understandings and agreements. No modification or addition to this MOU shall be effective unless mutually agreed in writing and signed by all Parties.
13. Jurisdiction. This MOU shall be governed and construed in accordance with the laws of the state of Idaho.
14. Survival. Where a court of competent jurisdiction declares any provision of this MOU to be invalid or unenforceable, the remaining provisions shall continue in full force and effect and all rights accrued under the enforceable provisions shall survive such declaration.
15. Counterparts. This MOU may be executed by facsimile and in one or more counterparts, all of which shall be considered one and the same MOU.

IN WITNESS WHEREOF the Parties hereto have executed this MOU.

Boise State University

INSPIRE Charter School

By: 
 Name: Sona K. Andrews
 Title: Provost and Vice President of Academic Affairs
 Date: March 1, 2005

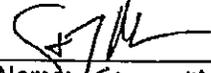
By: 
 Name: Steve McAdams
 Title: President, Board of Trustees
 Date: 2.3.05

EXHIBIT A

**INSPIRE SPACE REQUIREMENTS
BASED ON PROJECTED STUDENT ENROLLMENT AND STAFF COUNT
2005-2010**

SCHOOL YEAR	2005-06	2006-07	2007-08	2008-09	2009-10
Projected Student Enrollment	520	1,040	1,560	2,080	2,925
Number of Classroom Teachers	10	21	31	42	59
Number of Administrators	2	2	3	4	6
Number of Secretary/Bookkeepers	1	2	3	4	5
TOTAL STAFF	13	25	37	50	70
Cubicles	11	23	34	46	64
Offices	2	2	3	4	6
Conf. rooms/meeting areas	1	1	2	2	3
Kitchenette/coffee area	1	1	1	1	1
Square footage per staff 100	1,300	2,500	3,700	5,000	7,000
TOTAL SQUARE FOOTAGE	1,300	2,500	3,700	5,000	7,000
Direct dial phone numbers	13	25	37	50	70
Local/long distance service billable to INSPIRE					
Possible Voice-Over-IP					
High-speed Internet access - drops	13	25	37	50	70
Utilities (lights, heat, etc.)					
Maintenance and janitorial service					

The INSPIRE Board of Trustees is committed to providing a safe environment for all students and staff when they are at school, on a school bus, or at any school-sponsored activity. The district's commitment includes the prohibition against any weapons or other objects/substances which may pose a threat to the health and safety of other students, staff members, or visitors, or could be used to disrupt the educational process.

PROHIBITIONS

Students attending district schools are prohibited from:

- 1. Possessing or carrying objects/substances which are manufactured, used, or intended for use as a weapon, or facsimiles thereof, at the central school facility, on a school bus, or at any school-sponsored activity without prior permission of school officials.*
- 2. Possessing, carrying, using, and/or threatening to use, any normally non-dangerous object or substance with the intent or result of causing harm to another individual at the central school facility, on a school bus, or at any school-sponsored activity.*
- 3. Knowingly assisting another student(s) to possess, carry, or use a weapon at the central school facility, on a school bus, or at any school-sponsored activity.*

DEFINITIONS

"Possess" is defined as bringing an object, or causing it to be brought, onto the property of a school, or onto a vehicle being used for school-provided transportation, or exercising dominion and control over an object located anywhere on such property or vehicle. A student will be determined to possess a weapon when the item is found to be in any of the following locations:

- 1. On a student's person;*
- 2. In the student's personal property, including, but not limited to, the student's clothing, backpack, purse, or any other item the student transports or carries and/or causes to be transported or carried to the central school facility;*
- 3. A vehicle parked in the central school facility parking lot which the student drives and/or is transported in;*
- 4. Any other school-related or school-sponsored event outside of the student's home.*

"Deadly or dangerous weapon" means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2½ inches in length as defined in 18 U.S.C. Section 930. "Weapon" additionally includes the following

items: _____

“Firearm” shall mean any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projectile by the action of an explosive; the frame receiver of any such weapon; any firearm muffler or firearm silencer; any destructive device, including any explosive, incendiary or poisonous gas, bomb, grenade, or rocket, missile, mine, or similar device, as defined in 18 U.S.C. Section 921. Antique firearms are specifically excluded.

INVESTIGATION

The school director or designee will immediately investigate any allegation that a student is in violation of this policy. If determined necessary by the superintendent or designee, law enforcement may be requested to conduct the investigation. Any item identified as a weapon may be confiscated by the superintendent or designee. Students reasonably believed to be in possession of these items may be suspended from school until a thorough investigation is completed.

DISCIPLINARY ACTIONS

Any student found to be in violation of this policy will be subject to disciplinary action, including, but not limited to, expulsion, suspension, or other appropriate penalties. The board may, at its discretion, expel a student for the possession and/or use of a weapon, regardless of whether the item at issue falls within the definition of “weapon” under the Gun-Free Schools Act. Disciplinary action will be taken after reviewing all factors, including, but not limited to, the mandates of federal and state law; the student’s actions; the risk of harm to the students, school personnel, and patrons; the student’s academic standing; the likelihood of recurring violation; and the student’s prior conduct.

Expulsion Mandated by Federal Law

The INSPIRE board of trustees shall expel a student when the student’s actions violate federal law, as set forth in the Gun-Free Schools Act and Idaho law, regarding the prohibition of weapons:

Gun-Free Schools Act. A student is found by district personnel or by law enforcement personnel to have carried a dangerous weapon as defined by 18 United States Code Section 921 on school property. The definition of weapon, for purposes of expulsion under this provision, includes a firearm or destructive device which is designed to or may be readily converted to and expel a projectile by the action of an explosive or other propellant. Destructive devices such as any explosive, incendiary, or poisonous gas, bomb, or grenade are also defined as firearms. Specifically excluded from the definition of “weapons” pursuant to the Gun-Free Schools Act, and therefore not subject to mandatory expulsion, are the following:

1. Antique firearms and rifles which the owner intends to use solely for sporting, recreational, or cultural purposes;
2. Firearms that are lawfully stored inside a locked vehicle on school property; and
3. Weapons which are used in activities, approved and authorized by the superintendent or designee, when appropriate safeguards are adopted to ensure student safety.

The expulsion, pursuant to the Gun-Free Schools Act, will be for a period of not less than one (1) year (twelve (12) calendar months). The board may modify the expulsion order on a case-by-case basis, *taking into account the individual circumstances and the severity of the incident.*

Referral to Law Enforcement

The district will refer any student who brings onto school property a weapon or firearm, as defined under the Gun-Free Schools Act or Idaho law, to law enforcement.

The board may, at its discretion, refer other students who violate this policy to law enforcement.

STUDENTS WITH DISABILITIES

Disciplining students with disabilities, as defined by Public Law 94-142 and subsequent amendments, and Section 504 of the 1973 Rehabilitation Act, under this policy will follow federal guidelines.

DENIAL OF ENROLLMENT

This district will not admit a student who has been expelled from another school district for violation of a statute, regulation, or policy which prohibits weapons until the student is eligible to return to his or her home school district. If a student wishes to challenge that decision, he or she is entitled to a due process hearing pursuant to Idaho Code Section 33-205.



LEGAL REFERENCE:

Idaho Code Sections

33-205

18-3302D

18 USC 921

18 USC 930

Elementary and Secondary Education Act, Section 4141 (2001)

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

Note: The district has the right to determine what items constitute a weapon. The definitions of "deadly or dangerous weapon" and "firearm" are the definitions referenced in Idaho Code § 18-3302D, which is the state statute governing carrying weapons or firearms on school property. Districts may add other items to its definition of "weapon" to address local concerns.

Expulsion is currently only mandated (to be modified on a case-by-case basis) in those instances where a weapon, as defined by the Gun-Free Schools Act, is involved. If the board modifies the expulsion in a specific instance, it has the right to impose alternative disciplinary measures.

The INSPIRE Board of Trustees may deny a student enrollment, or may deny a student attendance at the INSPIRE charter school by expulsion, for the following reasons:

1. The student is a habitual truant, is incorrigible, or whose conduct, in the judgment of the board, is such as to be continually disruptive of school discipline or of the instructional effectiveness of the school, or whose presence in a public school is detrimental to the health and safety of other students.
2. The student has been expelled from another school district in this state or any other state.
3. The parent/guardian fails to furnish, or to request of the out-of-state school from which the student is transferring, school records for a student transferring into this charter school. The parent/guardian of a student transferring from out-of-state to this charter school is required, if requested, to furnish the charter school accurate copies of the student's school records, including records containing information concerning violent or disruptive behavior or disciplinary action involving the student.

Any student having been denied enrollment or expelled may be enrolled or readmitted to school by the board upon such reasonable conditions as may be prescribed by the board; but such enrollment or readmission will not prevent the board from subsequently expelling such student for cause.

The board will expel from school for a period of not less than one (1) year, twelve (12) calendar months, or may deny enrollment to, a student who has been found to have carried a weapon or firearm on school property in this state or any other state, except that the board may modify the expulsion or denial of enrollment order on a case-by-case basis. An authorized representative of the board will report such student and incident to the appropriate law enforcement agency.

Discipline of a student with disabilities will be in accordance with the requirements of federal law Part B of the Individuals with Disabilities Education Act (IDEA) and Section 504 of the Rehabilitation Act (Section 504) as well as the provisions of this policy.

No student will be expelled or denied enrollment without first receiving the following due process rights:

1. The board, through the superintendent or his or her designee, will give written notice to the parent/guardian of the student;
2. The notice will state the grounds for the proposed expulsion or denial of enrollment and the time and place where such parent/guardian may appear to contest the action of the board to deny school attendance;

3. The notice will also state the right of the student to be represented by counsel, to produce witnesses, and submit evidence on his or her own behalf, and to cross-examine any adult witnesses who may appear against him or her.
4. Within a reasonable period of time following such notification, the board will grant the student and his or her parent/guardian a full and fair hearing on the proposed expulsion or denial of enrollment.
5. The board will allow a reasonable period of time between such notification and the holding of such hearing to allow the student and the parent/guardian to prepare their response to the charge.
6. Any student who is within the age of compulsory attendance, who is expelled or denied enrollment as herein provided, will come under the purview of the Juvenile Corrections Act, and an authorized representative of the board will provide, within five (5) days, written notice of the expulsion to the prosecuting attorney of the county of the student's residence in such form as the court may require under the provisions of the Juvenile Corrections Act.



LEGAL REFERENCE:

Idaho Code Sections
33-205
33-209
20-527

ADOPTED:

AMENDED:

All procedures set forth in the "Student Suspension" policy and the "Student Expulsion" policy will be followed when it is necessary to discipline students with disabilities as defined by the Individuals with Disabilities Education Act (IDEA). The following additional procedures will also be adhered to when disciplining students with disabilities.

DISCIPLINARY ACTIONS

Ten-day disciplinary removal

School personnel may order a disciplinary removal of a student with disabilities for not more than ten (10) cumulative school days per infraction to the extent suspension would apply to students without disabilities. Cumulative suspensions, if over 10 school days in a school year must not constitute a significant change in placement.

In determining whether a significant change in placement has occurred, school personnel, *through the multi-disciplinary team process*, will review whether the student is subjected to a series of removals that constitute a pattern of exclusion because they cumulate to more than ten (10) school days in a school year, and because the length of each removal, the total amount of time the child is removed, and the proximity of the removals to one another indicate such a pattern of exclusion.

Any time a student is suspended for more than ten (10) school days in a school year the student will be provided services to the extent necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out on his or her IEP, as determined by school personnel, in consultation with the student's special education teacher *or as determined by the student's IEP Team*.

Forty-five day disciplinary removal

1. The School Director or designee may order a change in placement of a student with a disability to an appropriate interim alternative educational setting, as determined by the IEP Team, for the same amount of time that a student without a disability would be subject to discipline, but for not more than forty-five (45) days if:
 - a. The student carries or possesses a weapon to or at the central school facility, on school premises, or to a school function. "Weapon" for the purposes of this policy is defined as any weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury. This term does not include a pocket knife with a blade of less than two and one-half (2½) inches in length.
 - b. The student knowingly possesses or uses illegal drugs or sells or solicits the sale of a controlled substance while at school or a school function.

2. School personnel may request a change in placement to an appropriate interim alternative educational setting from a hearing officer for not more than forty-five (45) days if it is determined by personnel that a student with a disability is substantially likely to cause injury to himself or herself, or to others in the current educational placement.
3. School personnel may petition the court for an injunction to remove any student with a disability from school or to change the student's current educational placement if personnel believe that maintaining the student in the current educational placement is substantially likely to result in injury to the student or to others.

FUNCTIONAL BEHAVIORAL ASSESSMENT/BEHAVIORAL INTERVENTION PLAN

If a student with a disability is suspended for ten (10) school days or more in a school year, or placed in an interim alternative educational setting for not more than forty-five (45) days for disciplinary reasons, the following will occur within ten (10) days after taking the disciplinary action:

1. If school personnel have not conducted a functional behavioral assessment and implemented a behavioral intervention plan for the student prior to the behavior that resulted in the interim alternative educational setting, an IEP Team meeting will be convened to develop an assessment plan to address the behavior; or
2. If the student has a behavioral intervention plan, the IEP Team will review the plan and modify it, as necessary to address the behavior.
3. In subsequent removals in a school year of a student who already has a functional behavioral assessment and behavioral intervention plan, the IEP Team members can review the behavioral intervention plan and its implementation in light of the student's behavior, without a meeting, and must only meet if one or more of the team members believe that the plan or its implementation need modification.

MANIFEST DETERMINATION

Prior to submitting an expulsion recommendation to the board for a student with a disability, the IEP Team will conduct a manifestation determination. A manifestation determination will occur within ten (10) school days after the date on which a decision was made to recommend the expulsion.

EXPULSION

If a student on an Individualized Education Program (IEP) is expelled from school after a manifestation determination has found that the student's behavior was not a manifestation of the student's disability, educational services, consisting of services necessary to enable the student to appropriately progress in the general curriculum and appropriately advance toward achieving the goals set out in the student's IEP, will be provided to that student at an alternative setting.



LEGAL REFERENCE:

IDEA Amendments of 1997

20 U.S.C. Chapter 33, Section 1415(k)

34 C.F.R. Part 300

Honig v. Doe, 484 U.S. 686, 108 S. Ct. 592 (1988)

IDAPA 08.02.03.600

Idaho Special Education Manual, September 1999

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

The INSPIRE Board of Trustees is committed to providing educational opportunities for the school-age students residing within the state of Idaho.

DEFINITIONS

Dually Enrolled Student: A dually enrolled student residing within the state who is legitimately enrolled in a public, private, parochial, home school, public charter school or other alternative public school program, or at a post-secondary institution, and who is also dual enrolled in a traditional public school in this district and has not graduated from high school.

Jointly Enrolled Student: A student who is enrolled in a traditional public school and an alternative public school program, including a public charter school.

Nonpublic School Student: Any student who receives educational instruction outside a public school classroom and such instruction can include, but is not limited to, a private school or a home school but does not include any public charter school.

Primary Educational Provider: The person or entity providing the majority of a dually or jointly enrolled student's educational instruction programs or activities, such as the traditional public school, private, parochial, or home school, public charter school or other alternative public school program, or post-secondary institution. Oversight of the academic standards relating to participation in nonacademic public school activities shall be the responsibility of the primary educational provider for that student.

Program and Activity: The terms "program" and "activity" include any program in the traditional public school or public charter school available to other students. This includes any regularly-scheduled course of study or any regularly-scheduled interscholastic activity recognized or sanctioned by the Idaho High School Activities Association.

ENROLLMENT

A dually, or jointly enrolled student wishing to enroll in this public charter school for academic and/or extracurricular programs or activities must:

1. Provide the same documentation and information required of all other students enrolling in the public charter school, including evidence of residence in the state of Idaho, acceptable evidence of date and place of birth, and evidence of immunizations required by the State of Idaho (or a suitable waiver).
2. Comply with the registration procedures required by the public charter school. In addition to routine procedures required for registration, a student's parent/guardian must provide a complete record of the student's academic history, as well as all other student

records and testing information necessary to qualify for admission as a dually enrolled student and to identify appropriate placement for the student. Such registration and admission procedures are required even if a student is requesting dual enrollment status only for participation in an interscholastic or nonacademic activity.

3. Whether a student is applying to enroll in academic or nonacademic classes or activities, documentation must be provided to the school that demonstrates grade level competency, ability level and/or satisfactory prerequisite course completion for reading, math, written language/communications, social studies, science or any other classes where deemed necessary by the public charter school.
4. All students, including dually enrolled students, grades kindergarten through ten (K-10) are required to participate in the comprehensive assessment programs approved by the State Board of Education. Once a student is dually enrolled, he/she will take all statewide assessments as any other enrolled student in the public charter school.

If enrollment in a specific class or program reaches the maximum for the program, priority for enrollment will be given to a student who is enrolled full-time in the public charter school class or program. If a class or program is full and includes a part-time dually or jointly enrolled student when a regular full-time student transfers into the school during the semester, the public charter school's normal enrollment procedure will remain the same, and the dually or jointly enrolled student may not be disenrolled to provide space for the full-time student. Regular full-time students will be given priority for enrollment at the start of each semester.

REGULATIONS AND POLICIES

A dually or jointly enrolled student who is participating in this public charter school's programs and activities will be given the same rights as all other students enrolled in this public charter school. Dually or jointly enrolled students will also be subject to compliance with the same rules and requirements that apply to full-time students.

PARENTAL RESPONSIBILITIES

This public charter school's responsibility for any dually or jointly enrolled student extends only to the time that the student is attending the program or activity for which the student is enrolled in the public charter school. The parent or guardian of the student is responsible for the care and supervision of the student during all other times.

MIXED CURRICULUM

Dually or jointly enrolled students are welcome to participate in classes or grades with a merged or integrated curriculum as long as space is available.

If a dually or jointly enrolled student wishes to attend activities or programs in a particular discipline in a class or grade where the curriculum is merged or integrated, such request must

be made in writing particularizing the subject matter presentment that the student desires to attend (e.g., art instruction in the third grade). The teacher and principal of the school will, upon request, provide scheduling information to the dually or jointly enrolled student. It will be the dually or jointly enrolled student's responsibility to contact the public charter school and ascertain when such subject matter will be presented. Where certain subject matter is integrated into a mixed curriculum, no change in the presentation need be made because of a dually or jointly enrolled student's request for attendance. It is also the intent of this policy to ensure that the teacher's right to integrate disciplines and be flexible in planning and modifying the presentations will not be hindered or restricted in any way.

IDEA/SECTION 504/ADA STUDENTS

A dually or jointly enrolled student's parent/guardian who wishes to enroll the child in special programs, or who desires special accommodations consistent with the child's disability, must meet the requirements of the Individuals with Disabilities Education Act (IDEA), Section 504 of the 1973 Rehabilitation Act, or the Americans with Disabilities Act (ADA).

GRADUATION

Dually or jointly enrolled students must meet all graduation requirements of the state and this public charter school in order to graduate, to take part in the commencement ceremony, and to obtain a diploma from this public charter school. *Dually enrolled students must be enrolled in a program approved by the school during their last semester.*

TRANSPORTATION

As all educational services other than certain extracurricular activities and standardized testing are presented in the student's home, transportation to the public charter school activities is a parental responsibility for dually and jointly enrolled students.

A student who is jointly or dually enrolled in a school district may ride the school district's bus on a regularly scheduled route so long as the student is eligible for transportation and space is available. No alterations of routes or new bus stops will be established. If a dually enrolled student attends part time, the student may receive transportation at the regularly scheduled time closest to the time period for which the student is enrolled.

EXTRACURRICULAR NONACADEMIC ACTIVITIES

A dually or jointly enrolled student involved in an extracurricular activity is subject to the same eligibility standards and participation requirements as a regular full-time student. The nonpublic school student or the public charter school student shall demonstrate composite grade-level academic proficiency on any State Board of Education recognized achievement test, portfolio, or other mechanism as provided for in State Board of Education rules. Additionally, a student shall be eligible if he/she achieves a minimum composite, core, or survey test score within the average or higher than average range as established by the test service utilized on any nationally-normed

test. Demonstrated proficiency shall be used to determine eligibility for the current and next following school years. Nonpublic school students who wish to participate in dual or joint enrollment activities shall be provided the opportunity to take state tests or other standardized tests given to all regularly enrolled students. The testing is at the expense of the parent/guardian, and the test results are valid for twelve (12) months from the release date.



LEGAL REFERENCE:

Idaho Code Sections 33-203 and 33-5205(3)(r)

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*

PHILOSOPHY

It is the Idaho Legislature's intent that parental involvement in all aspects of a child's education in Idaho public schools be part of each school district's policy. Drug prevention programs and counseling for students under the custody and care of the public schools are included in this intent.

The INSPIRE board of trustees recognizes that student use of chemical substances, including alcohol, is a serious problem of utmost concern in our society. Drug, alcohol, and tobacco use is detrimental to a state of well-being and undermines the aim of education, which is to enable individuals to develop to their full potential. The INSPIRE charter school seeks to ensure the highest standards of learning in the classroom and recognizes that use of chemical substances—including alcohol, tobacco, and controlled substances—creates educational, economic, and legal problems.

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.

"Course of conduct" involves a pattern or series of acts over a period of time, however short, evidencing a continuity of purpose. Course of conduct does not include constitutionally and statutorily protected activity.

"Drug" includes any alcohol or malt beverage, any tobacco product, any controlled substance, any illegal substance, any abused substance, any substance which is intended to alter mood, and any medication not prescribed by a physician for the student in possession of the medication.

"Intentionally harass" means a knowing and willful course of conduct directed at a specific student which seriously alarms, annoys, threatens, or intimidates the student and which serves no legitimate purpose. The course of conduct must be such as would cause a reasonable person to suffer substantial emotional distress.

"Reasonable suspicion" means an act of judgment by a school employee or independent contractor that leads to a reasonable and prudent belief that a student is in violation of this policy or the "use" or "under the influence" provisions of Idaho Code Section 37-2732C, which defines controlled substances. Such act of judgment is based on the employee's or independent contractor's training in recognizing the signs and symptoms of alcohol and controlled substance use. 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.

“School premises” includes all buildings, facilities; and property owned or leased by the charter school, school buses and other school vehicles, and the location of any school-sponsored activity or function outside of the student’s home.

POLICY

Students attending INSPIRE charter school will not use, possess, sell, buy, or distribute drugs, including alcohol, tobacco, controlled substances, or related paraphernalia, on school premises.

Any student will violate the school’s drug, alcohol, and tobacco use policy when:

- 1. He or she is on school premises, evidencing behavior that creates a reasonable suspicion that he or she may be illegally under the influence of drugs;*
- 2. He or she admits to using, possessing, selling, buying, or distributing drugs on school premises;*
- 3. He or she is found to use, possess, sell, buy, or distribute drugs, or related paraphernalia, on school premises;*
- 4. He or she is found to possess drugs, or related paraphernalia, or to have such substances on his or her person, or in his or her locker, vehicle, or other property on school premises.*

ALCOHOL OR CONTROLLED SUBSTANCES: VOLUNTARY DISCLOSURE

Any student who voluntarily discloses using or being under the influence of alcohol or any controlled substances before he or she is reasonably suspected to be in violation of the law and this policy will be provided anonymity to the extent that:

1. Disclosure is held confidential on a faculty need-to-know basis; and
2. Notification of the disclosure and availability of counseling is provided to the student’s parent/guardian.

ALCOHOL OR CONTROLLED SUBSTANCES: REFERRAL TO LAW ENFORCEMENT

Once a student is reasonably suspected of being in violation of the law and this policy regarding alcohol or controlled substances, regardless of any previous voluntary disclosure, the School Director or designee will immediately notify the student’s parent or guardian and report the incident to the local law enforcement agency.

Any student exhibiting inappropriate behavior that suggests “using” or “being under the influence” of alcohol or controlled substances will be immediately escorted by a school employee to an administrative office for interviewing and observation by the School Director or

designee. Except in the case of an emergency, the student will not be left unattended and will not be allowed to leave the school premises.

The School Director or designee will refer the student to the law enforcement agency if, upon observing and/or interviewing the student, he or she reasonably suspects that the student is using or under the influence of alcohol or a controlled substance. School employees will cooperate fully with any law enforcement investigation of a violation of this policy, including, but not limited to, providing access to lockers, desks, and other school property, and providing oral and/or written statements regarding the relevant events.

The School Director or designee, and/or any other employee having observed the student's behavior will document his or her observations of the student; the documentation will be provided to the law enforcement agent, and a copy will be placed in the student's discipline record.

ENFORCEMENT PROCEDURES

The procedures to enforce this policy are as follows:

- 1. Suspension/Expulsion: Students who violate this policy will be suspended by the School Director. Suspension for the first offense of this policy will be for three to five (3-5) days, unless extraordinary circumstances exist. The time period for suspension for the second or third offense will be determined at the discretion of the School Director and/or superintendent. The School Director will determine whether or not the suspension will be served in school or out of school.*

If deemed appropriate by the School Director, he or she may request that the board expel a student who has violated this policy for a second or third offense.

- 2. Referral to Law Enforcement: The student will be referred to the law enforcement agency, if appropriate. If the incident involves using or being under the influence of alcohol or a controlled substance, the student will be referred to the local law enforcement agency. In all other situations, referral to law enforcement will be at the discretion of the School Director or designee.*
- 3. Search and Seizure: A student's person and/or personal effects (e.g., purse, book bag, etc.) may be searched whenever a school official has reasonable cause to believe that the student is in possession of drugs or drug paraphernalia. Any evidence that a student has violated the law and this policy may be seized by the School Director or designee.*

Lockers and desks on school premises are school property and remain at all times under the control of the school; however, students are expected to assume full responsibility for the security of their lockers and desks. Authorized school officials may open and inspect lockers and desks when there is reasonable cause to believe that the locker or desk may contain items which may be a threat to safety and security. Such a search may be conducted without a search warrant, and without notice or consent.

Students are permitted to park on school premises as a matter of privilege, not right. The district retains the authority to conduct routine patrols of school parking lots and to inspect the exteriors of automobiles on school premises. The interiors of vehicles on school premises may be inspected whenever an authorized school official has reasonable cause to believe that illegal materials are contained inside. Such patrols and inspections may be conducted without notice, consent, or a search warrant.

4. *Parent Contact: The student's parent/guardian will be contacted as soon as possible following any alleged violation of this policy.*
5. *Conduct Contract: Any student violating this policy must sign a conduct contract before returning to school. Violation of the conduct contract may result in additional disciplinary measures.*
6. *Drug, Alcohol, and Tobacco Assessment/Treatment: The terms of the suspension and/or conduct contract may be modified, at the discretion of the School Director, if a student who has violated this policy voluntarily completes a drug, alcohol, and tobacco education course and/or undergoes assessment and treatment for drug, alcohol, and tobacco abuse.*

STUDENTS WITH DISABILITIES

Suspensions and expulsions of students with disabilities as defined by Public Law 94-142 and subsequent amendments (Individuals with Disabilities Education Act), Section 504 of the 1973 Rehabilitation Act, and the Americans with Disabilities Act will follow federal guidelines as well as the provisions of this policy.

IMMUNITY FOR GOOD FAITH IMPLEMENTATION

Employees and independent contractors of the charter school who implement this policy in good faith and with appropriate foundation are immune from civil liability.

INTENTIONAL HARASSMENT

Employees and independent contractors of the charter school are prohibited from using their authority to determine reasonable suspicion solely for the purpose of intentionally harassing a student. Using the authority in such a manner may result in disciplinary action against the employee or may be considered a breach of the school's contract with the independent contractor.

NOTICE

Upon adoption of this policy, the board will provide notice of the policy to each student, parent/guardian, or custodian by publishing such notice in a newspaper of general circulation in the charter school's service area. Subsequently, a copy of the policy will be provided to each

new student, as well as to the parent/guardian or custodian, at the time of initial registration in the school.



LEGAL REFERENCE:

Idaho Code Sections

33-205

20-516

33-210

37-2705

37-2732C

Drug-Free Schools and Communities Act of 1988

PL 100-690 and all subsequent amendments

Individuals with Disabilities Education Act

PL 94-142 and subsequent amendments

Section 504 of the 1973 Rehabilitation Act

Americans with Disabilities Act

ADOPTED:

AMENDED:

**Language in text set forth in italics is optional.*



Student Information

PLP - Charlie Brown

Personalized Learning Plan (PLP)

Students learn best when lessons match their interests and abilities. At Connections Academy, this is achieved through the development of the PLP – the blueprint for the student’s lessons that year. Throughout the year, you and your child’s teacher can adjust lessons to emphasize areas that need to be focused on in more detail. In addition, you may accelerate instruction in subjects where your child has particular strengths or interests.

Background

Contact Information

Student Name: Charlie Brown

Caretakers in this household: John Brown, Bonnie Brown

Other students in this household: Sally, Gina

Home Phone #:

Regular Contact Day: 3) Wednesday

Regular Contact Time: 9:30 pm

It is the joint responsibility of the teacher and the Learning Coach to communicate on a regular basis. **At a minimum, this must be once every two weeks.** In most cases this should be a phone conversation. In certain situations at the discretion of the teacher, WebMail may be substituted for phone calls. This is only appropriate for students in good standing as indicated by a "Satisfactory" status for all three indicators (Attendance, Participation, Performance). Teachers should indicate in the field below the primary contact method for this student/family.

Primary contact method (WebMail or phone): Phone

PLP Conferences

While the implementation of the PLP should be as individualized as the goals and strategies described within, it is expected that you meet with your child’s teacher at several times during the year to develop and monitor the plan. Teachers should indicate the date of these meetings and post meeting notes in the student log.

An important part of the PLP process is the development of a customized course schedule for each student. Students in good academic standing in their core courses (math, social studies, language arts and science) are eligible to sign-up for electives. The selection of electives should be a collaborative process between the Learning Coach and the teacher. While electives can be selected anytime during the year, many Learning Coaches opt to sign up students during the second semester after students have a solid footing in their core courses. The earliest that students can begin electives is in October. If you have additional questions please read the Electives Catalog and contact your teacher.

Initial PLP Conference: 9/27/2004

Setting Goals and Personalizing the Schedule: 11/18/2004

Mid-Year PLP Conference: 2/3/2005

Final Conference:

Basic Student Information**Homeroom Teacher:** Jen Teacher**Date of Birth:** 1/1/1992**CA Start Year:** 2003-2004**Ethnicity:** White**Special Considerations (IEP/504):****Gender:** M**What is the primary language spoken in the student's home?:** English**Final Grade 04-05:** 7**Final General 04-05:** 7-I**Final Math 04-05:** 7-I**Current Enrollment status 04-05:** Active**Current Enrollment Stage 04-05:** 4. Enrolled**Learning Profile**

Your child learns in his or her own unique way. Discussing learning styles and interests helps to ensure that the educational program is personalized to address areas of strength, weakness, and interest. Additionally, a consideration of your child's previous academic experiences will help you and the teacher personalize his or her year with Connections Academy.

03-04 Final Grade: 6**03-04 Final General:** 6**03-04 Final Math:** 6**Type of last school attended:****Student Strengths:** reading; math; recalling of facts**Student Weaknesses:** writing; relating personal experiences in writing**Student Interests:** legos; playing video games; soccer; basketball; working with animals;**Student Favorites:** science; math; enjoyment in history this year; things with an analytical component**Learning Attitude:** Self Starter**Learning Style Questionnaire**

The VARK* questionnaire can assist you in assessing the learning styles of your students. This online tool will give your student a score on the following four learning modalities: visual; aural, read/write; and kinesthetic. Teachers can administer this tool over the phone during a PLP conference with the Learning Coach. Alternatively, a Parent or Learning Coach may want to administer the tool on their own. The teacher should indicate the main preference (the preference with the highest score) in the field below. If the parent administers the questionnaire they should communicate the main preference to the teacher). The questions may have to adapted for younger students.

If the parent or learning coach already has a good idea of their student's learning style you may simply want to communicate a main preference to the teacher.

If you would like additional information on the strengths and weaknesses associated with each learning preference this Modality Chart provides a concise summary for visual, aural (or auditory) and kinesthetic learners.

Copyright for this version of VARK is held by Debra Jones, Cabrillo College, Aptos, California 95003 (831-479-5071), Charles C. Bonwell and Neil Fleming.

Primary Student Learning Style: Visual

List secondary learning styles and/or any notes related to the student's learning styles:

Student Goals

Based on conversations with Learning Coaches/parents, past academic performance and diagnostic testing, teachers will work with the Learning Coach to develop one to three goals for the school year.

Note to Teachers - As strategies are developed and implemented to meet these goals, the specific interventions should be documented in the Student Log. If they are appropriately tagged (**Area: Instructional; Contact Type: Phone call - successful; Category: Instructional: PLP**), they will appear below under "Strategies and Notes".

Goal 1: The student will improve his/her communication skills.

Goal 1 Status: Developing

Goal 2: The student will write creatively.

Goal 2 Status: Developing

Goal 3: The student will respond to open-ended, unstructured questions in a logical, creative manner.

Goal 3 Status: Developing

8/17/2004 2:25 PM

Contact Type: Phone call - unsuccessful

Contactee: Bonnie Brown

Recorder: Teacher, Jen

Comments:

Unable to make contact. Left message.

Strategies and Notes:

10/13/2004 8:23 PM

Contact Type: Phone call - successful

Contactee:

Recorder: Teacher, Jen

Comments:

Made a slight "edit" to this log entry that I originally posted 10/13/2004. Suggested pacing modifications for Charlie's math course.

Save

Save And Finish

Cancel

April 14, 2005

455 Scenic Drive
Emmett, ID 83617
(208) 365-6800 (office)
(208) 412-7626 (cell)

Roderic W. Lewis, President
Idaho State Board of Education
650 West State Street
Third Floor, Room #307
Boise, ID 83702

Dear President Lewis:

On behalf of the INSPIRE Virtual Charter School Board of Trustees, I am delighted to submit our final charter petition as approved today by the Idaho Public Charter School Commission.

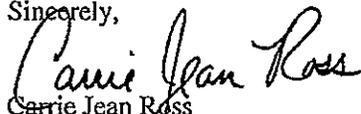
This petition has been reviewed extensively by the Idaho Department of Education, the staff of the Commission, and the Commission itself, and now integrates a variety of amendments to respond to suggestions at each stage. Our Board firmly believes that this review process has resulted in a very strong charter school blueprint that holds great promise for Idaho families.

INSPIRE represents a new approach to the statewide virtual charter school model for Idaho. Specifically:

- We are very excited about the school's partnership with Boise State University, which will locate INSPIRE's headquarters and "teaching center" on the BSU campus, provide extensive teacher training, and offer important research opportunities in the evolving field of virtual schooling.
- INSPIRE will serve grades K-12 (beginning with K-9 in Fall 2005) and will offer the Connections Academy curriculum, which has been successful with thousands of students across the country but is not currently available in our state.
- Perhaps most important, INSPIRE will provide a unique level of teacher support for virtual school families. INSPIRE teachers will work together in the teaching center at BSU under the direction of a principal, will specialize in their grades and subjects, and will be available full time to guide our students through their schoolwork.

The INSPIRE Board, made up of parents, business and community leaders, and educators, is geared up to implement our school launch. If you or the Board have any questions at all about INSPIRE or our plans to begin serving students across Idaho this fall, we would be honored to answer them in writing or in person.

Sincerely,


Carrie Jean Ross
INSPIRE Board Secretary
Project Coordinator

**STATE OF IDAHO
PUBLIC CHARTER SCHOOL COMMISSION**

In the Matter of)	
INSPIRE VIRTUAL PUBLIC)	Case No.: 2005-02-001
CHARTER SCHOOL PETITION)	PUBLIC CHARTER SCHOOL
)	COMMISSION DECISION APPROVING
)	CHARTER

The petition from INSPIRE ACADEMICS INC. for a virtual public charter school, referred to as INSPIRE Virtual Charter School ("INSPIRE"), was submitted to the Public Charter School Commission ("Commission") pursuant to Idaho Code § 33-5203(5). The petition was received by Commission staff on February 1, 2005. The Commission held a meeting open to the public on March 3, 2005, and April 14, 2005, to consider this petition.

The Commission finds the Petitioners have complied with the requirements of title 33, chapter 52, Idaho Code and, in its discretion, hereby approves this petition for a charter, as defined by Idaho Code § 33-5202A(2), to the board of directors of INSPIRE ACADEMICS INC. to begin operations for the 2005-2006 school year, if such opening is available, or if all six openings are filled, to begin operation for the 2006-2007 school year for grades K-12 subject to the following terms and conditions, which shall be deemed incorporated into the charter.

1. Pursuant to Idaho Code § 33-5204(2), the Commission has no liability for the acts, omissions, debts, or other obligations of this public charter school, unless specifically agreed to in the charter. The Commission does not act in the capacity of the board of trustees of a school district or perform any of the functions of a school district; rather, the Commission looks to the board of directors of the non-profit corporation,

which operates this charter school, to perform the essential functions of a school district with respect to the charter school. Consequently, the Commission expressly rejects any reference in the charter petition, and in any related documents, to any assumption of liability by the Commission or assumption by the Commission of any obligation to perform any acts or provide any services to or for the benefit of the charter school not otherwise specifically required of the Commission by state or federal law or rules of the State Board of Education.

2. By approving this charter, the Public Charter School Commission does not intend that any persons or entities other than the Board of Directors of INSPIRE ACADEMICS INC. or its successors and assigns, shall have any rights or remedies arising from this grant, and no third party rights are intended. Specifically, no party contracting with INSPIRE ACADEMICS INC. and/or INSPIRE is intended to have any rights arising from the approval of this charter, and any benefit accruing to any such third party is merely coincidental.

4. It is the responsibility of INSPIRE to maintain communications with the Commission regarding any changes, problems, or difficulties in the operation of the school.

5. Representatives of INSPIRE shall appear before the Commission at a time and place to be set by the Commission to report on the operations of the school and the status of preparations for opening in the fall of 2005, including the procedures for a parent to follow when there is a problem with a teacher or other issues relating to their student.

6. The approved charter for INSPIRE shall be the petition considered by this Commission, as amended. In the event of any conflict between the terms of this written Decision and the terms of the petition, the terms of this Decision shall govern.

IT IS SO ORDERED.

Dated this 18 day of April 2005.


PUBLIC CHARTER SCHOOL COMMISSION
James Hammond, Chairman

NOTICE: Pursuant to Idaho Code § 33-5206(6) the petitioner is required to provide written notice of petition approval, including a copy of the approved petition, to the State Board Of Education before beginning operations. There is no guarantee that petition approval by the Commission will allow the Board of Directors of INSPIRE to begin operations in the designated school year due to the limit on the number of charter schools in a school year. See Idaho Code § 33-5203. Once the state board of education has received the required written notice of petition approval and a copy of the approved petition, a letter will be issued advising the Board of Directors of the charter school whether it is eligible to begin operations for the designated school year.

CERTIFICATE OF MAILING

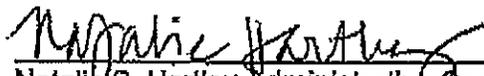
I HEREBY CERTIFY that on this 19 day of April 2005, I caused to be served a true and correct copy of the foregoing by placing a copy thereof in the United States Mail, postage prepaid, addressed to:

INSPIRE ACADEMICS INC.
Dr. Randy Thompson
Charter School Board Chair
508 Willow Trace Drive
Eagle, ID 83616

Dr. Marilyn Howard
Superintendent of Public Instruction
State Department of Education
P.O. Box 83720
Boise, ID 83720-0027

I HEREBY CERTIFY that on this 19 day of April 2005, I caused to be served a true and correct copy of the foregoing by facsimile transmission to:

INSPIRE ACADEMICS INC.
Carrie Jean Ross
INSPIRE Board Secretary
Fax Number: (775) 208-5903



Natalie S. Hartley, Administrative Specialist
Idaho Public Charter School Commission



1910 University Drive Boise, Idaho 83725-1000

Provost and Vice President for Academic Affairs

phone 208-426-1202
fax 208-426-3779

Associate Vice President for Academic Affairs

phone 208-426-4421
fax 208-426-3779

January 31, 2005

Jim Hammond, Chairman
Idaho Charter School Commission
PO Box 83720
Boise, ID 83720-0037

Dear Chairman Hammond and Members of the Commission:

On behalf of Boise State University, thank you for your consideration of the present petition for the INSPIRE virtual charter school. This letter is to express the University's interest in this unique proposed charter school.

In his State of the State address in January, Governor Kempthorne called upon Idaho's college presidents and their Colleges of Education to become involved in the formation of charter schools. At the time of the Governor's speech, Boise State's own College of Education, through its Educational Technology Department, was already in discussion with the founders of INSPIRE regarding ways that the University and the proposed new charter school could meaningfully work together.

Although the details of the partnership are still being worked out, the University is very intrigued with the notion of having a K-12 charter school as a "living laboratory" for understanding teaching and learning in a virtual environment. To that end, we are exploring the possibility of hosting on our campus INSPIRE's main office, where all of its teachers will work together in a "teaching center" under the supervision of a principal. Our Educational Technology Department, under the leadership of Dr. Carolyn Thorsen, has begun discussing ways in which her department can assist INSPIRE with teacher training, curriculum/technology development, and evaluation. We are also pleased that the INSPIRE budget includes funds for research and that the founding group is committed to advancing the broader knowledge base about virtual learning.

The University expects to continue its discussions with INSPIRE while your Commission is considering the charter petition, and we would be happy to provide details as they emerge if these will help the Commission in its deliberations. Given our proposed partnership with INSPIRE and the Governor's stance on university-charter relations, the University will be following the proceedings with great interest.

Sincerely,

A handwritten signature in cursive script, appearing to read "Sona K. Andrews".

Sona Karentz Andrews
Provost and Vice President for Academic Affairs

April 4, 2005

Jim Hammond, Chairman
Idaho Charter School Commission
PO Box 83720
Boise, ID 83720-0037

Dear Chairman Hammond and Members of the Commission:

As promised in my previous letter to you, I am writing to update you on the details of Boise State University's partnership with the proposed INSPIRE virtual charter school, and to reiterate the University's hope that your Commission will approve this charter for launch in Fall 2005.

On March 1, I signed a Memorandum of Understanding on behalf of the University with the INSPIRE Board of Directors to pursue the following partnership activities, among others:

- The University will house the INSPIRE "teaching center" – the school headquarters where the principal and teachers will work together full-time. This presents a rather unique arrangement for both virtual charter schools and our university in this state.
- The BSU College of Education's Educational Technology Department will provide teacher training services for INSPIRE staff, and has already begun discussing expanded teacher training activities for other virtual schools in the Connections Academy network. We are proud that our pioneering online Educational Technology faculty may have such an important role in shaping overall quality of virtual teaching in Idaho and across the country.
- Also unusual for a charter school, the INSPIRE budget contains a small set-aside for academic research on virtual learning and the founding group has pledged to pursue grants specifically for research once the school is launched. The University will have right of first refusal on such research projects and looks forward to the opportunity to add to the knowledge base on virtual learning, as befits our state's position as a high-tech innovator.

Chairman Hammond, the University is very eager to fulfill Governor Kempthorne's challenge to the Idaho higher education community to take an active role in charter schools. We have chosen to partner with INSPIRE because of its special focus on excellent teaching, its commitment to research, and its ability to reach students everywhere in Idaho without – as charters sometimes do – disproportionately impacting local school districts. We urge your Commission to approve INSPIRE for these same reasons.

Sincerely,

Sona Andrews
Provost and Vice President for Academic Affairs



COPY

IDAHO STATE BOARD OF EDUCATION

650 W. State Street • P.O. Box 83720 • Boise, ID 83720-0037
208/334-2270 • FAX: 208/334-2632
e-mail: board@osbe.state.id.us

April 29, 2005

Carrie Ross
INSPIRE Virtual Charter School, Inc.
455 Scenic Drive
Emmett, Idaho 83617

Re: Approval of Charter

Dear Carrie:

The State Board of Education (SBOE) is in receipt of your approved charter. We are pleased to inform you that you are one of the first six schools that have filed their charter with the SBOE to begin operation in the 2005-2006 school year.

Your ability to begin operations in 2005 is subject to the conditions set forth in the order sent to you by the Public Charter School Commission.

Pursuant to Section 33-5203(7), Idaho Code, INSPIRE Virtual Charter School is eligible for LEA Status. You will need to submit a letter to the State Board of Education office requesting such status, as soon as possible.

On the behalf of the State Board of Education, congratulations! If you have any questions or need further assistance, please feel free to contact me.

Sincerely,

Karen L. Echeverria
Policy and Governmental Affairs Officer

Cc: Tom Farley, Bureau Chief, Bureau of Accountability, School Choice & Educational Improvement, State Department of Education