EXHIBIT A

PERSONALIZED LEARNING PLAN SAMPLES

Our program provides the highest degree of program customization available in any virtual school operating today. In this exhibit we provide information on our personalized learning plans (PLP), including:

- Personalized Learning Plan Sample
- Personalized Learning Plan Data View Overview
- Personalized Learning Plan Completion Instructions

Student Information

Name abode to the land	Name: Jackson Demo		
Name student prefers to be	ender: M		
	F Birth: 8/22/2000		
	lated): (Not Hispanic or Latino)		
Final Grade 2013 Start Year (calcu	- 2014: 6 lated): 2008-2009		
	t Date: 7/15/2013		
Current Homeroom Te			
Final promotion and/or retention decision for 20 Students with 504			
Students with disabilities with	•		
Identifies gifted stu			
Type of Last School (calcu	Tier: Tier II		
All Caretakers In Household (including PreVe	·		
Who are the siblings and what are their s	Oscar-Archive, Stella-Enrolled, Stan-Archive, Norma-Enrolled, Frankie-Enrolled, Dee-Enrolled, Charlotte-Arc tages? Summer-Archive, Meaghan-Enrolled, Anderson-Enrolled, Jackson-Enrolled, Olivia-Enrolled, Marcie-Enrolled, Graddy-Archive, Judy-Enrolled, Tyler-Enrolled, Muffy-Enrolled, Isela-Enrolled	hive, Chelsea-Enrolled, Emmy-Archive, Claire-Enrolled, Amanda-Enrolled,	
Phone Nu	Home Phone: 443-529-1116* Business Phone: 443-524-2163 Mobile Phone: 443-529-2160 mbers: Emergency Contact Business Phone: 443-529-1000		
	Emergency Contact Mobile Phone: 555-555-5555 Emergency Contact Phone: 555-555-1212 Guardian Mobile Phone: 443-529-1119		
Best Day to	Contact: Monday		
	☑ Tuesday		
	Wednesday		
	□ Thursday		
	Friday		
Best Time	to Call:		
	✓ PM		
Notes on C	ontacts: On Friday afternoons, the Demo family goes on local field trips close to home. This would not be a good tir	ne to 🛕	
	call.		
		₹	
PLP: SST Information for Staff Only			
Date student referred to SST:	2014		
Link to SST Data View: Student Support Team Process 201: Link to SISP Data View: Supplemental Instructional Support			
PLP: Discipline Information for Staff Only			
Discipline Status: Most recent discipline action:			
PLP: Strengths, Goals, and Interests			
Areas of Strength:	Jackson is a great writer and loves to read.		
Conley		44/5000	
duais.	Jackson will work on his math skills this year.		
		47/5000	
Areas of interest:	Jackson likes to fish, hike, go boating/canoeing, and enjoys soccer, football, and tennis. He enjoys helping his dad grill outside and likes to explore new places.	*	
	grin ducide dita mes to support non padess		
		- 163/5000	
PLP: Honor Code Information for Staff Only			
Student Honor Code Status: Steven Barron ~ 7/18/2013 aretaker/Learning Coach Honor Code Status: Steven Barron ~ 7/18/2013			
aretaker/Learning Coach Honor Code Status: Steven Barron ~	7/18/2013		
aretaker/Learning Coach Honor Code Status: Steven Barron ~ Connections Academy Honor Code Verification Connections Academy Honor Code Verification	7/18/2013		
aretaker/Learning Coach Honor Code Status: Steven Barron ~ Connections Academy Honor Code Verification	7/18/2013		
aretaker/Learning Coach Honor Code Status: Steven Barron ~ Connections Academy Honor Code Verification Connections Academy Honor Code Verification	tudent: I confirm that I have read, understand, and agree to abide by the above Honor Code.		

Learning	

Capistrano Connections Academy Charter Renewal

Student Learning Style

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. Parents and/or Learning Coaches are encouraged to administer the questionnaire with their student prior to the first PLP conference with the teacher and indicate the results in the Primary Student Learning Style below. The questions may have to adapted for younger students.

The VARK website offers the option to purchase a Personal Learning Profile Report; however, you do not need to do so. The summary and learning-style guide presented above the area to purchase are sufficient to guide you in identifying your student's learning style and strategies.

Use these VARK Helpsheets to explore learning strategies for visual, aural, kinesthetic, and multimodal students.

If you already have a good idea of your student's learning style you may simply want to communicate a main preference to the teacher.

*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 Styles:

Visual

Aural

Read/Write Kinesthetic

■ Multimodal

Teacher Comments about Learning Styles: Coach Demo will complete the VARK questionnarie with Jackson. We will discuss the results at our next conference.

- 113/250

PLP: Performance & Intervention Data Staff Only

Formative and Summative Assessment Data

Link to State Test Scores:

Attendance Metrics

Attendance Status: On Track Performance Metric: 1 Participation Metric: 1 Comments: Grade Book Link: Grade Book

Intervention Indicators

Initial Reading Intervention Level: Not Eligible for Determination

Receiving Reading Intervention: Fast ForWord,

Initial Math Intervention Level: Not Eligible for Determination

Receiving Math Intervention: None

Personalized Learning Plan Conferences

K-8 PLP: Links and Information for Staff Only

Personalized Learning Plan Links

K-8 PLP Conference Guidelines for Teachers

Essential Skills and Standards Checklists for Language Arts and Math

Supplemental Instructional Support Programs (SISP)

Prorated PLP Conferences

Each student is required to have a minimum of four PLP conferences during the year. The total number of PLP conferences required is prorated based on the student's enrollment date and time of year.

K-8 Student Enrolls Between:	PLP Conferences Conducted	Conference Guidelines for Discussion
Summer-Day 30 of school	4	All
Day 30-last day of Part A	3	Combine PLP 1 and 2 Complete 3 and 4
First day of Part B-60 days prior to last day of school	2	Combine PLP 1 and 3 Complete 4
60-30 days prior to last day of school	1	Combine PLP 1 and 4

Expected PLP Conferences: 4 Received PLP Conferences: 1

PLP Conference Dates: 7/17/2013 10:37 AM by Teacher, Jen Date Of Last PLP Conference: 7/17/2013

Ţ	PLP: Math			
	Tier I:	☐ Student is progressing as expected. No intervention needed at this time.		
		■ Weekly Completion of targeted Skills for Success (Study Island) assignments		
		☑ Weekly Completion of targeted SkillsTutor assignments		
	Tier II:			
	Tier III:			
	Tier II Another Math:	Detail in the Math Progress Notes Below		
		Detail in the Math Progress Notes Delow		
	Enrollment Prior to Math SISP:			
	Matti Progress Notes.	Math is one area Jackson will be heavily focussing on this year. I have set up some additional practice work for him		
		in SkillsTutor.		
		•		
	PLP: Math Teacher Only			
	Math CBA Data:	To the		
	Math Teacher: Jen			
	Next Math Follow Up Date: 8/3			
	Current Math Intervention Data: Jac	kson has begun working on some targeted work in strutor.		
	Ski	is titu.		
		,		
	Completed Math Interventions:	·		
	Uploaded Math Documents:	Browse 7		
		Browse		
Ĺ				
	PLP: Reading			
	✓ PLP: Reading	Student is progressing as expected. No intervention needed at this time		
		Student is progressing as expected. No intervention needed at this time.		
		Weekly Completion of targeted Skills for Success (Study Island) assignments		
	Tier I	Weekly Completion of targeted Skills for Success (Study Island) assignments Weekly Completion of targeted Skills Tutor assignments		
	Tier I Receiving Reading Intervention	Weekly Completion of targeted Skills for Success (Study Island) assignments Weekly Completion of targeted SkillsTutor assignments Fast ForWord,		
	Tier I Receiving Reading Intervention Tier III	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments : Fast ForWord,		
	Tier I Receiving Reading Intervention Tier III Tier II Another Reading	Weekly Completion of targeted Skills for Success (Study Island) assignments Weekly Completion of targeted Skills Tutor assignments Fast ForWord, Detail in the Reading Progress Notes Below		
	Tier I Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Tier I Receiving Reading Intervention Tier III Tier II Another Reading	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Tier I Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Tier I Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Tier I Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Tier I Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data:	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher:	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher: Next Reading Follow Up:	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher:	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher: Next Reading Follow Up:	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher: Next Reading Follow Up:	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher: Next Reading Follow Up:	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher: Next Reading Follow Up: Current Reading Intervention Data:	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher: Next Reading Follow Up: Current Reading Intervention Data:	■ Weekly Completion of targeted Skills for Success (Study Island) assignments ■ Weekly Completion of targeted SkillsTutor assignments • Fast ForWord, • • • • • • • • • • • • • • • • • • •		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher: Next Reading Follow Up: Current Reading Intervention Data: Completed Reading Interventions:	Weekly Completion of targeted Skills for Success (Study Island) assignments Weekly Completion of targeted Skills Tutor assignments Detail in the Reading Progress Notes Below		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher: Next Reading Follow Up: Current Reading Intervention Data:	Weekly Completion of targeted Skills for Success (Study Island) assignments Weekly Completion of targeted Skills Tutor assignments Detail in the Reading Progress Notes Below Browse Browse Progressing as expected. No intervention needed at this time. Weekly Completion of targeted Skills Tutor assignments Browse Browse Progressing as expected. No intervention needed at this time. Weekly Completion of targeted Skills for Success (Study Island) assignments Browse Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. Browse Browse Browse Browse Browse Browse Browse Browse Progressing as expected. Browse B		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher: Next Reading Follow Up: Current Reading Intervention Data: Completed Reading Interventions:	Weekly Completion of targeted Skills Tutor assignments Weekly Completion of targeted Skills Tutor assignments Fast ForWord, Detail in the Reading Progress Notes Below Browse. Browse. Browse.		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher: Next Reading Follow Up: Current Reading Intervention Data: Completed Reading Interventions:	Weekly Completion of targeted Skills for Success (Study Island) assignments Weekly Completion of targeted Skills Tutor assignments Detail in the Reading Progress Notes Below Browse Browse Progressing as expected. No intervention needed at this time. Weekly Completion of targeted Skills Tutor assignments Browse Browse Progressing as expected. No intervention needed at this time. Weekly Completion of targeted Skills for Success (Study Island) assignments Browse Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. No intervention needed at this time. Browse Progressing as expected. Browse Browse Browse Browse Browse Browse Browse Browse Progressing as expected. Browse B		
	Receiving Reading Intervention Tier II Tier II Another Reading Enrollment Prior to Reading SISP Reading Progress Notes PLP: Reading Teacher Only Reading CBA Data: Name of Reading Teacher: Next Reading Follow Up: Current Reading Intervention Data: Completed Reading Interventions:	Weekly Completion of targeted Skills for Success (Study Island) assignments Weekly Completion of targeted Skills Tutor assignments Detail in the Reading Progress Notes Below Browse Browse Browse Browse		

PLP: Writing		
Tier I:		Capistrano Connections Academy Charter Renewal
	■ Student is progressing as expected. No intervention needed at this time.	
	Weekly Completion of targeted Skills for Success (Study Island) assignments	
	Weekly Completion of targeted SkillsTutor assignments	
Tier II Another Writing:	Detail in the Writing Progress Notes Below	
Writing Progress Notes:	Security the Willing Fregress Notes Below	
writing Progress Notes:		
	v	
PLP: Writing Teacher Only		
Writing Teacher:		
Next Writing Follow Up:		
Current Writing Intervention Data:	A	
Completed Writing Interventions:	<u>*</u>	
completed writing Interventions:	^	
	▼	
PLP: Science		
Tier I:		
	Student is progressing as expected. No intervention needed at this time.	
	Weekly Completion of targeted Skills for Success (Study Island) assignments	
	Weekly Completion of targeted SkillsTutor assignments	
Tier II Another Science:	Detail in the Science Progress Notes Below	
Science Progress Notes:		
Science Progress Notesi		
	·	
PLP: Science Teacher Only		
Science CBA Data:		
Science Teacher:		
Next Science Follow Up:		
Current Science Intervention Data:		
Current science intervention bata.		
Uploaded Science Documents:	Browse ?	
	Browse	
	Browse	
	Browse	
_	Browse	
	S. S	
PLP: Social Studies		
TierI:	$\hfill \square$ Student is progressing as expected. No intervention needed at this time.	
	$\hfill \blacksquare$ Weekly Completion of targeted Skills for Success (Study Island) assignments	
	Weekly Completion of targeted SkillsTutor assignments	
Tier II Another Social Studies:	Debail in the Coniel Chading Consequently to Debai	
	☐ Detail in the Social Studies Progress Notes Below	
Social Studies Progress Notes:	A	
	Ψ.	
PLP: Social Studies Teacher Only		
SS CBA Data:		
Social Studies Teachers		
Next Social Studies Follow Up:		
Current Social Studies Intervention Data:		
	Ψ.	
Completed Social Studies		
Interventions		
	v	
Uploaded Documents	Browse ?	
	Browse	
	Browse	
	Browse	
	Browse Page A-5	
	D101/36	

Capistrano Connections Academy Charter Renewal

PLP: Staff Only Last Saved On: 7/19/2013 Last Saved By: Jennifer Leitao

Log Entry

7/17/2013 10:37 AM

Creating a test PLP Log entry to test Data Views and fields.

Recorder: Teacher, Jen System: Student Locations: MyCA Sections: n/a

About: Demo, Jackson

Contact Type: Phone call - successful Contactees: Demo, Coach; Demo, Jackson Areas and Categories: Instructional - PLP

Save and Finish Cancel



Personalized Learning Plan (PLP) Data View Overview

The PLP is a place for all of a student's teachers to continuously monitor students' learning, document instructional interventions when needed, and track progress.

1. Student Information

- Review basic student information that is populated from enrollment data (Family and Student Information Forms).
- Staff may edit the Name student prefers to be called and the Best Day to Contact and Best Time to Call, which is pulled from the Student Start-up Tasks Data View.
- Visible to Caretakers and students in grades 3–12 but not editable.

2. SST (Student Support Team) and Discipline Information for Staff Only

- If applicable, the date the student was referred to SST, disciplinary actions, and links to the SST, SISP, and/or Discipline Status Data Views are displayed.
- Visible to staff to help them stay informed of issues that affect the student's learning experience. Follow your school's protocol for referring students to the SST.

3. Strengths, Goals, and Interests

- Displays text entered by a teacher in the Students Start-up Tasks Data View.
- Use this information to personalize the student's learning plan and modify these fields as needed.
- Visible to Caretakers and students in grades 3–12 but not editable.

4. Honor Code

- If not yet completed by the student or Caretaker, a link to the Honor Code Data View is available in the PLP for Caretakers and students in grades 3–12.
- Honor Code Acknowledgement may be checked by the student, Caretaker, or staff member in the PLP or Honor Code Data View; the status of who checked it and when is visible to staff in the PLP.

5. Learning Profile

- Record primary learning style if the Learning Coach has not already done so, based on the student's completion of the VARK questionnaire.
- Use the comments field to record notes about instructional strategies to meet that learning style, secondary learning styles, and other pertinent information about the student's learning behavior that will help the Learning Coach understand how they can support their student's individual learning style.
- The learning style checkboxes are editable by Caretakers and students in grades 3–12; and the Teacher Comments are visible but not editable.

6. Performance & Intervention Data - Staff Only

- This area is only visible to staff and can be used for perspective on student performance, interventions that may be needed, and reference to test scores.
- Links to state test scores and formative assessment results are displayed, if available for the student.



Personalized Learning Plan (PLP) Data View Overview

- Student metrics and intervention indicator data are displayed here based on current Connexus data and SISP selections.
- Use the Grade Book link to review math and language arts objective performance data with the Learning Coach and determine how to move the student forward.

7. Links and Information for Staff Only

Personal Learning Plan Links

- The following links are viewable only for staff to reference as they conduct PLP conferences:
 - o K-8 PLP Conference Guidelines for Teachers
 - o Essential Skills and Standards Checklists for Language Arts and Math
 - o Supplemental Instructional Support Programs
- The following links are visible to students, staff, and Caretakers:
 - o Conference Guidelines: geared toward Learning Coaches to understand what their expectations are for the PLP process.
 - SSTAIR Instruction Model: describes the instructional tools and resources for data-driven decision making.

Prorated PLP Conferences

- Refer to the calculated fields to keep track of how many PLP conferences are expected (prorated based on enrollment date) and have been conducted.
- Use the <u>K-8 PLP Conference Guidelines for Teachers</u> to focus the discussion points of any combined PLP conferences.

PLP Conference Dates:

After each PLP call, staff members create a PLP Log entry and select the area and categories (Instructional or Advising – PLP) to display each PLP conference date here. This is visible to staff, Caretakers, and students.

8. Subject-Specific PLP Conference Information

In each of the five subject-specific areas, teachers and staff should record progress and share observations with one another to capture a comprehensive portrait of student performance. After each CBA call and PLP conference, teachers must use the PLP Data View to document the student's progress, intervention notes, and follow-up dates. Refer to the CBA and PLP Completion Instructions for guidance on how to document notes after each call to reflect a current summary of a student's learning experience.

9. Last Saved On and Last Saved By

- Last Saved On and Last Saved By information will reflect who most recently made changes and when they were saved in the PLP.
- Use these fields to communicate more effectively among colleagues to identify how current the PLP information is and who updated the information most recently.
- If a Caretaker or a student in grades 3–12 inputs the Primary Student Learning Style or checks the Honor Code box, his or her name and the date they entered updates will appear in these fields, though they will not be able to see who last updated the Data View or when it was updated.



PLP and CBA Completion Instructions

The PLP is a place for all of a student's teachers to continuously monitor students' learning, document instructional interventions when needed, and track academic progress. While PLP conferences should occur throughout the school year with the student and Caretaker, instructional contacts (e.g. CBA call) and activities (e.g. LEAP) are reflected and should be noted in PLP as well.

Use the following guidance to keep your students' PLP Data View current when conducting CBA calls and tracking intervention information. Non-CBA contacts such as LiveLesson sessions, WebMail exchanges, and other calls can also warrant an update in the PLP if they represent a change in intervention status or overall performance.

Timing and Coordination of CBA and PLP Contacts

K-5 teachers may conduct CBAs with a student at the same time as a PLP conference. Middle and high school homeroom/advisory teachers should coordinate these contacts with section teachers as the results of a recent CBA will inform a PLP conference with a student.

Action Items in the PLP Data View Following a CBA Call:

In each of the five subject-specific areas of the PLP, teachers and staff should record progress and share observations with one another to capture a comprehensive portrait of student performance.

1. Check (or uncheck) the appropriate **tiered intervention box** based on current student performance and need.

Tier I		
If	Then:	Result
the student is completing work on pace and achieving success in the subject area	check "Student is progressing as expected. No intervention needed at this time."	Checking this box in the math and reading areas of the PLP will cause a "0" to display by the student's name in the intervention column on the Teacher Home Page.
the student is successfully completing assigned work in Skills for Success or SkillsTutor	check the appropriate Tier I box.	A "1" will be displayed in the intervention column on the Teacher Home Page.



PLP and CBA Completion Instructions

Tier II		
If	Then:	Result
a Tier II SISP has been assigned to the student	the name of the SISP and the date of SISP enrollment will be displayed here.	A "2" will be displayed in the intervention column on the Teacher Home Page. Follow the instructions in the SISP Data View to enroll the student into a Supplemental Instructional Support Program. Selecting it as an intervention here will not trigger that process.
If another Tier II intervention is assigned to the student but is not among the SISP options For example, Jen Teacher hosts regular LiveLesson sessions to help Stella Demo master a specific mathematical concept that will be assessed on the state test.	check "Tier II Another subject" and enter details about the intervention in the subject-specific Progress Notes text box below. Jen Teacher would check "Tier II Another Math" and record her LiveLesson attendance requirements and agenda for helping Stella achieve mastery.	Checking this box will cause a "9" to display in the intervention column on the Teacher Home Page.

2. Update the subject-specific **Progress Notes**

- After every CBA, PLP, or other instructional phone call, record a Log entry AND subject-specific progress notes.
 - Log comments should reflect a summary of the whole conversation and are not visible to families.
 - The progress comments in the PLP are visible to Caretakers and students in grades 3-12. This area should outline a plan for the intervention and document results from one call to the next. UVCBAs, DCBAs, and active interventions should include SMART goal and a follow-up date.
 - Teachers can also use this text field to record other essential skills the student might want to work on that don't relate to a specific math or language arts objective, (i.e. social or organizational skills). While these skills don't align directly to a math or language arts skill or standard, they can help the student develop skills that will allow them to be more successful in academic subject areas.



PLP and CBA Completion Instructions

- Review and update subject-specific **Teacher Only fields**. These fields are where teachers should record intervention-specific information after each CBA and PLP call with the student.
 - **Subject-specific CBA data**: the teacher name, date of the last CBA call, and CBA type will be displayed based on when the Log entry was created and who created it when the subject area and CBA type is selected in the area and categories.
 - **Subject-specific Teacher**: when teachers enter their name in this field, the PLP Data View Export can be easily sorted by name.
 - **Next subject-specific follow up date**: when teachers enter a date in this field, the PLP Data View Export can be easily sorted by the date the teacher will revisit the student data to determine if the intervention is successful.
 - **Current subject-specific intervention data**: If a student has any type of intervention assigned (i.e. Tier I, II, or another), the teacher must record current performance or evidence to establish a baseline against which to measure progress.
 - Current interventions should capture area(s) of concern, baseline data point(s), data-driven goal(s), and a target end date.
 - When ending an intervention, copy the current intervention data to the completed subject-specific Interventions text box below. Add results in this area to indicate if the intervention was successful or not.
 - **Uploaded subject-specific documents**: Teachers can upload documents to support the identified intervention, such as:
 - Essential Skills and Standards Checklists for other levels of math or language arts if appropriate for the student. Uploading that document here will allow the Learning Coach and student access it throughout the year.
 - o Resources to help the student participate in the identified interventions or self-monitor their own progress with the intervention.
 - Resources to help with other goals the teacher or family might identify that don't relate to a specific math and language arts skill or standard, (i.e. time management or organizational skills)
- 4. After each PLP call, create a PLP Log entry and select the area and categories (Instructional or Advising PLP) to display each PLP conference date and Log entry in the PLP Data View.

EXHIBIT B

SCHOOL HANDBOOK 2013-2014

The CapoCA school handbook provides information to students and families and addresses various issues including the code of conduct, discipline, due process and parental responsibility. In this exhibit we provide the following:

- General School Handbook for 2013-2014
- CapoCA Supplement for 2013-2014



School Handbook General Portion 2013-14 Dear Students, Parents, Guardians, and Stakeholders:

Welcome to your Connections Academy virtual school! Your school is first and foremost designed for its students, and we strive to make learning challenging, relevant, and interesting. We also strive to make sure students are able to learn in a safe and comfortable environment. Our student-centered approach means that each child receives the educational support he or she needs to succeed. Whether it's one-on-one discussions with our highly trained team of professionals who are focused on your student's well-being, regular virtual classroom sessions using LiveLesson session technology, supplementary educational opportunities, clubs and activities, or our rigorous, standards-based curriculum, everything your school provides revolves around ensuring student success. Students have great flexibility and freedom in Connections Academy virtual schools—but you will also find that your school's dedicated teachers and administration are focused on fulfilling the Connections Academy mission: to help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized learning program.

Parents/guardians, your role in a Connections Academy school is unique in public education. You will be a true partner in your student's education, and will have unprecedented access to your student's teachers and other school personnel. You also have a critical role to play in ensuring your student complies with all school policies outlined in this General Handbook and its companion piece, the State-Specific Handbook Supplement, which contains specific, detailed information about the school you have selected. You are expected to comply with these policies. Please be sure to read both of these documents carefully and contact your school or Connections Academy Customer Care with any questions you have. Together, we can ensure your student has a safe and successful experience at your Connections Academy school.

To reach your Connections Academy school, visit www.connectionsacademy.com, click on Check Availability, and then click on your state. For detailed school contact information, click on the Our School tab at the top of the page and then click on Contact Us. This page will provide you with the name, phone number, and e-mail address of your local school. Your School-Specific Handbook Supplement, found in the Virtual Library, also contains complete school contact information. To contact the Connections Academy central office, call 800-382-6010 or send an e-mail to support@connectionseducation.com. Individual school contact information is also available in your state or school Handbook Supplement.

Congratulations on joining the Connections Academy family. We look forward to working with you and wish you a successful 2013–14 academic year!

Getting Ready for School: Quick Tips

Get to Know Connections Academy's Policies

Take some time before the school year starts to familiarize yourself with the policies in this General Handbook and the State-Specific Handbook Supplement. You and your student are bound by the policies in these documents, so please refer to these handbooks throughout the year to ensure you and your student are in compliance with Connections Academy policies and procedures.

Complete Your Training

Make sure you have completed the entire Learning Coach orientation prior to your student's first day of school so that you are well prepared for school. You will find the links to the orientations in the To Do List area of your Connexus® home page. After you complete your training and the questionnaire at the end, the link in the To Do list will be removed. You can always refer to the Learning Coach orientation at any time—you will find it in the Virtual Library under Training and Tutorials.

Your student(s) should be sure to complete the Student Orientation course as well. A link to this training will be in the To Do List area of your student's home page (accessed using the student's user name and password to log in to Connexus[®]) shortly before the school year begins and will be removed after s/he completes the questionnaire at its end. The course will remain available for reference throughout the school year – look under Training and Tutorials in the Virtual Library.

Check your Connections-Provided Materials

Check the contents of the box of materials you received from Connections Academy against the Packing List in the box. This Packing List shows the items you should have received, so be sure to check the contents of your box against the Packing List, and *call* Connections Academy Support Services: 800-382-6010 within seven (7) days of receipt if anything is missing or damaged.

Gather General Supplies

In addition to the Packing List, an online Materials List, customized to your student's courses, lists both the items included in the box and the additional materials you will be responsible for providing. To access the Materials List, click on your student's name (under My Household in the Education Management System, or Connexus[®]), and then click on the Tools link. Use the Materials List to see what materials are supplied to you and which materials you need to supply yourself, such as pens and pencils, highlighters, note cards, file folders, notebooks, a ruler, etc.

You will also need to have printer paper, a printer, and printer ink cartridges. Check your State-Specific Handbook Supplement to see what computer supplies and equipment your school supplies as this varies from school to school.

Set Up Your Learning Space and Computer Equipment

Now that you have your materials, go ahead and set up your "learning area."

- Dedicate a space for school materials and supplies.
- Place your student's "classroom" in a quiet area that is free of distractions.
- Create a filing system for portfolio assessments, student work, and important papers.
- Create a showcase area to display your student's work.
- Review your calendar and post the daily routine.

If you're waiting for a computer delivery from Connections Academy, review the set up requirements and make sure everything you need is in place, including Internet service, so when your computer arrives, you are ready to go. If you are using your own computer, take time to review the minimum system requirements in the Online Help to ensure you are set up properly.

- **Need more advice?** The Learning Coach orientation has a lot of information on creating an effective learning environment in your home, being a great Learning Coach, technology requirements, and more.
- Need more help? Our Online Help really has a lot of the answers! Click on the icon at the top of the Connexus® toolbar.
- **Need Technical Support?** Call Connections Academy at 800-382-6010 or send a WebMail message to Technical Support if you have any issues with your computer, Connexus[®], or the Internet.
- Want to learn more about your role as Learning Coach? Join other Learning Coaches, teachers, and Connections Academy staff for Learning Coach Resource sessions. The dates, times, and topics of these ongoing, Internet-based (LiveLesson®) sessions are posted in the Announcements area of your Learning Coach home page in Connexus.

Meet Your Teacher and Explore Your Virtual School

Your student's teacher will contact you by phone during the first week of school to make introductions and discuss a contact schedule for the school year. If you want to get to know your student's teacher before that call, check out the teacher's education, experience, and picture in Connexus[®]. Click on the icon beside the teacher's name to view the Teacher Profile.

Now is also a good time to check out some of the helpful links in the Virtual Library... Resources for Parents and Learning Coaches... Clubs and Activities... Getting Started... My School... These are great resources to review as you are getting ready for the start of the school year. Browse the Virtual Library and see what you find!

Welcome to Connections Academy! We hope you have a great year.

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1 Introduction

This handbook has been approved by each of the Connections Academy schools' governing school boards or other authorizers as required. The most current version of this General Handbook, and its companion document, the State-Specific Handbook Supplement, will always be online in the School Handbooks section of the Virtual Library in your school's Education Management System (Connexus[®]).

Sections that have additional information in the State-Specific Handbook Supplement are denoted by an asterisk (*) in the table of contents. Please be sure to refer to your State-Specific Supplement for additional, school-specific information on these topics. All policies in this General Handbook apply to grades K–12 unless otherwise noted. However, as high school programs vary from state to state, all information related to high school is found in your school's State-Specific Handbook Supplement.

2 School Mission and Overview

2.1 Mission Statement

Connections Academy schools have an important mission: to help each student maximize his or her potential and meet the highest performance standards through a uniquely individualized learning program.

2.2 Program Overview

Connections Academy's high-tech, high-touch, virtual "school without walls" combines the best in virtual education with very real connections among students, families, teachers, and the community. The program combines a first-class curriculum, high-quality teaching, state-of-the-art technology, community connections, and a Personalized Learning Process that work together to maximize learning.

2.3 Nondiscrimination Statement

Connections Education LLC and the Connections Academy Schools (collectively, "Connections") are committed to a policy of educational and workplace equality. They do not exclude, deny benefits to, or otherwise discriminate against any person on the basis of ethnic group identification, race, color, national origin, ancestry, sex, sexual orientation, religion, physical or mental disability, or age in the admission to, participation in, or receipt of the services under any of Connections' educational programs and activities, or in employment practices. Any imposed age limitations are in response to mandatory state specific requirements established by the laws of the state under which that particular Connections Academy school operates.

This statement is in accordance with the provisions of Title VII of the Civil Rights Act of 1964, Title IX of the Educational Amendment of 1972 (Title 9), Section 504 of the Rehabilitation Act

of 1973 (Section 504), the *Age Discrimination Act of 1975*, and the *Individuals with Disabilities Education Improvement Act of 2004*. Please click <u>here</u> to access detailed information on the individuals who are designated to coordinate Connections' compliance with these laws.

Schools are required to adopt and publish grievance procedures providing for prompt and equitable resolution of any complaints alleging any action that would be prohibited by Title IX and Section 504.

2.4 The Connections Academy Commitments*

*See the Handbook Supplement for additional school-specific information.

Each Connections Academy school has high expectations for its students and their families and requires them to commit to the rigorous educational program that has been implemented. In return, each Connections Academy school holds itself to high standards and makes the following commitments:

- The school will contact the student and his or her parents or legal guardians on a regular basis and treat them as valued and respected partners in the common goal of student academic success.
- The school will partner with the student and family to provide a Personalized Learning Plan (PLP) to meet the student's individual learning needs.
- The school will provide a quality instructional program, including curriculum, instructional materials, and a certified, well-trained teaching staff.
- The school will support the student and family with the training and encouragement needed to fulfill their responsibilities.
- The school will make a strong effort to incorporate all stakeholders' feedback for the continued improvement of the program.
- The school will encourage the student's social interaction with other school students and families by supporting community coordinators and school staff in their efforts to organize various field trips and community events.
- The school will follow Individual Education Program (IEP), Free and Appropriate Public Education (FAPE), and Section 504 plan requirements for services and modifications to address each eligible student's unique needs as required by law or regulation. See your school's Handbook Supplement for details.
- The school will support parents or legal guardians in providing school records or other required information to transfer their student to another educational program where proper procedure is followed in accordance with state and federal law.
- The school will comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). (See Appendix 1 for the Connections Academy FERPA policy.)
- The school will provide parents and guardians access to student records and related school information through Connexus[®] in accordance with applicable state law.
- The school will always operate with the best interests of the student in mind.

3 School Organization and Roles

This section provides information about how your school is organized and on the various roles and responsibilities for everyone involved in the school.

3.1 Roles and Responsibilities

Caretaker (Parent or Legal Guardian)

Connections Academy schools apply the term "Caretaker" to the student's parent(s) and/or legal guardian(s) who enroll the student and satisfy the enrollment requirements. All Caretakers are automatically given "Learning Coach" (see below) roles in Connexus® so they are able to perform the Learning Coach duties. Caretakers must agree to and sign the Parent/ Learning Coach Acknowledgement (PLCA) as part of the enrollment process. While Caretakers automatically have Learning Coach roles, they may also designate another adult or adults as Learning Coaches either *in addition to* or *in place of* the Caretaker as Learning Coach. Even if the Caretaker designates another adult or adults as Learning Coach, the Caretaker will continue to have Learning Coach roles in Connexus®. The Caretaker always has full and final responsibility for the child's education and educational decision-making with the school, and therefore must be available to the school staff as needed for discussions related to the student's educational and other school-related needs.

Learning Coach

The Learning Coach is the adult who performs tasks such as recording attendance, reviewing lessons, providing supervision, and communicating with teachers. Each student will have at least one Learning Coach, and while this person is generally the student's Caretaker, this is not required. Caretakers may designate another adult or adults as the student's Learning Coach(es), either in addition to or in place of the Caretaker, for daily oversight of the student's school work and school-related activities, by contacting the Enrollment team and completing the Designated Learning Coach form. However, as noted above in the definition of Caretaker, the Caretaker always has full and final responsibility for the child's education and educational decision-making with the school, and therefore must be available to the school staff as needed for discussions related to the student's educational and other school-related needs.

The duties and responsibilities of the Learning Coach are detailed in this Handbook and in the Handbook Supplement, so it is important that both Caretakers and Learning Coaches read both documents carefully.

Under certain circumstances, a student who is 18 years of age or older or an emancipated minor may request to be his /her own Learning Coach. To discuss this option, the student should contact either the Connections Academy Enrollment Team during the enrollment process, or the school once enrolled.

Student

The student's role in a Connections Academy school is to learn to the best of his or her abilities. Therefore, students should expect to take age-appropriate individual responsibility for their own

learning: applying themselves to their studies in a focused and serious manner, working hard, becoming engaged in the lessons and activities, asking questions, exploring their personal interests, improving areas of academic weaknesses, and capitalizing on strengths—and at all times completing their own work and upholding the principles of the Connections Academy Honor Code (Appendix 6).

School Leader

This individual is responsible for the administration of the school and ensuring students are provided with the support and assistance they need. The school leader's title may vary from school to school. Check your State-Specific Handbook Supplement for your school leader's contact information.

Homeroom Teacher (Elementary Students)

Each elementary student is assigned a homeroom teacher. The homeroom teacher serves as the family's central point of contact with the school and works with the student and his or her Learning Coach to develop and implement the Personalized Learning Plan (PLP). Generally, the homeroom teacher will also be the teacher for most or all of the student's subjects. The homeroom teacher is responsible for verifying the student's course work, issuing final course grades, and making recommendations regarding promotion and retention to the school leadership. Homeroom teachers also assist with such issues as confirming and arranging standardized testing plans, working with Learning Coaches to run the Scheduler and Planner (adjusting the student's Planners within Connexus[®]), addressing basic technical concerns, reviewing and approving other adjustments to students' schedules (such as vacations and/or field trips). The name of the teacher for each of the student's courses is listed next to the course name on the Connexus[®] home pages and in the Grade Book so that students and Learning Coaches can easily identify and contact teachers as needed.

School Counselor or Advisory Teacher (Middle and High School Students)

Each middle and high school student has an Advisory Teacher or School Counselor. The Advisory Teacher or School Counselor assists students and Learning Coaches with course selection, student transfers, graduation requirements, college and career planning, interpersonal counseling, and general academic guidance. A School Counselor or other qualified staff member is available to assist with high school credit or college/career questions or to help with post-high-school plans including career, college/university, the military, or the workforce.

Subject-Specific Teacher The subject-specific teacher is the primary contact for students and Learning Coaches for subject-specific questions. These teachers are qualified to provide instructional interventional strategies as needed and to handle the following instructional issues:

- the curriculum or materials
- the course scope and sequence
- modification of assessments for students with special needs
- testing
- grading and progress reports
- help with a particular assessment or concept

Subject-specific teachers proactively monitor each student's progress using Connexus® and through regular contact via phone, streaming audio and video (LiveLesson® sessions), and WebMail messages (our Connexus®-based e-mail system). Subject-specific teachers add, expand, or modify assessments based on the student's demonstrated mastery of the material, assign and score assessments, and provide feedback on the student's performance to the student, Learning Coach, and homeroom teacher. Feedback is provided through assessment grades and, comments as well as phone conference, WebMail messages, and LiveLesson sessions. Depending on a student's needs and grade level, subject-specific teachers provide instruction in different ways. Subject-specific teachers evaluate students in their corresponding subject area(s), prepare student progress reports (at those schools that issue them), verify the student's course work, issue final course grades, and make promotion or retention recommendations (for students in grades K–8).

Generally, middle and high school students will have a different subject-specific teacher for each course, while elementary students will have the same subject-specific teacher for most subjects who will likely also be the student's homeroom teacher.

Substitute Teachers

Substitute teachers are certified teachers who meet the state requirements for being substitute teachers in that state, and serve as homeroom and/or subject-specific teachers when the regular Connections teacher is not available for an extended period of time (e.g. on military or medical leave, etc.). Substitute teachers perform all of the duties of a teacher or subject-specific teacher.

Teaching Assistants

Teaching assistants may perform many of the duties of a homeroom teacher or subject-specific teacher, as defined above. However, teaching assistants are not permitted to issue final course grades and must be supervised by an appropriately credentialed teacher. Supervision must include, but is not limited to:

- periodic, random checking of student work;
- periodic random checking of Teaching Assistant grading;
- periodic random checking of Teaching Assistant communications and LiveLesson sessions;
- review and approval of course material, course modifications, or customization for individual students to ensure adequate coverage of state standards; and
- review of student's work to assign the final grade.

Community Coordinators

Community coordinators are typically parents or legal guardians of students in the school, though in some states they may also be teachers at the school and are known as school event representatives. Community coordinators and/or school event representatives help create opportunities for community projects, field trips, and group meetings with other students and parents, and they also serve as a clearinghouse for information about local extracurricular activities and events. Schools will provide information to families at the start of the school year

about how to become a community coordinator and will distribute to families the community coordinator's contact information. If you have a question or a suggestion related to a local activity or opportunity, you should contact your assigned community coordinator or the school event representative.

Student Support Teams

The Student Support team is comprised of several teachers and/or staff members and one or more administrators at the school. This team may also go by another name, such as Response to Intervention (RTI). The Student Support team meets regularly to discuss student progress, focusing on students who appear to be struggling in one or more subjects. Students are identified as struggling based on teacher and/or Learning Coach observation and knowledge of the student and/or a review of the student's academic performance, participation, and/or attendance levels documented in Connexus[®].

The Student Support team shares information among its members about a struggling student's academic and/or other challenges, and the accommodations and modifications already implemented, progress or lack thereof that the teacher has noted, and other relevant information. The team develops and recommends additional strategies for the student's teacher(s), Caretaker, and Learning Coach, and then follows up to ensure that these strategies are indeed helping the student make adequate progress and show academic improvement.

3.2 Required Student Safety Trainings for School Staff *

*See the Handbook Supplement for additional school-specific information.

Connections Academy takes student safety and well-being very seriously, and believes that students should be able to learn in a safe and comfortable environment. Therefore, in addition to the comprehensive set of required courses and trainings for school staff that focus on educational practices, two required courses focus specifically on student safety:

Internet Safety – this course provides valuable information about practicing safe behaviors online. Students in Distress: Recognizing and Responding – this course is designed to ensure teachers and other school staff are familiar with the signs of student distress and to know how to respond promptly and professionally when they observe such signs or behaviors.

All members of school staff must complete the trainings at the beginning of the school year, and then refer to the trainings throughout the year as needed. The school leadership tracks staff completion of these trainings to ensure all staff members have completed the trainings in a timely manner.

Caretakers and Learning Coaches are asked to communicate with and collaborate with teachers and other school staff as the school staff members work to fulfill their professional roles in supporting student safety and well-being. They are asked to involve additional parties as appropriate to address concerns, and to always keep student safety and well-being at the center of the conversation.

3.3 Centralized Support Services

In addition to the staff located at the school, students and Learning Coaches have access to the centralized Connections Academy support center.

- Enrollment Services: Call 800-382-6010, e-mail enrollment@connectionseducation.com, or send a WebMail message to your state's "Enrollment team" (Located under Enrollment in the WebMail address book). Contact this group for questions related to the enrollment process and the documents or forms that must be completed.
- Academic Placement Services: Call 800-382-6010 or send a WebMail message to "Placement Counselor" (located under "Placement" in the WebMail address book). Contact this group for problems or questions related to student course placement during the enrollment process.
- **Technical Support**: Call 800-382-6010 or send a WebMail message to "Technical Support." Contact this group for problems related to using Connexus® and for technical (hardware and software) issues on Connections Academy-provided computer equipment.
- General Information: Call 800-382-6010, e-mail support@connectionseducation.com, or send a WebMail message to "General Information" (located under Parent and Student Services in the WebMail address book). General Information can be used to inquire about general Connections Academy questions, shipping, and nontechnical issues that are not covered by Enrollment, Placement, or Technical Support.
- Parent and Student Services: The WebMail message addresses located under Parent and Student Services help make the connection between the home and school. They include services for Learning Coaches, as well as students, from addressing the needs of selected groups of students to changing student information.

All other types of questions should be directed to the school staff.

3.4 School Contact Information*

*See the Handbook Supplement for additional school-specific information.

3.5 School Schedule

Connections Academy students and/or their Learning Coaches may develop their own schedule to fit their specific needs, both in how they structure each school day and their overall schedule, as long as no state or local regulations are violated. However, students must still attend school regularly, meet their school's specific attendance and/or instructional hour requirements, and complete lessons and assessments as expected. (See your Handbook Supplement for specific requirements.)

Students must also be available during regular school hours for any required phone conferences or participation in LiveLesson® sessions, unless school-approved alternate arrangements can be made. Most teachers are available only during regular school hours. Students will be informed of these hours and any individual variations in teacher schedules at the beginning of each course.

3.5.1 The 2013-14 School Calendar*

*See the Handbook Supplement for additional school-specific information.

3.5.2 Required Instructional Hours*

*See the Handbook Supplement for additional school-specific information.

3.5.3 Emergency Closure Plans*

*Note that some schools may have a separate Emergency Closure Plan. See your school's Handbook Supplement for details.

If a school's office closes due to an emergency such as hazardous weather conditions, the school will send Caretakers a "must read" WebMail message explaining the details of the office closure. The school will also record a voice mail message announcing the details of the office closure and the availability, or lack of availability, of teachers and other school services.

Please note that Connections Academy Centralized Support Services and some teachers are located in places where conditions may be different from those in the school office location. Such services may be occasionally interrupted even when school operations are running as usual, or vice versa.

Even if a school's office(s) or Centralized Support Services closes due to hazardous weather or other emergencies, students should still complete lessons and mark their attendance for the day.

3.6 Enrollment, Withdrawal, and Transfers

Specific state requirements for enrollment eligibility are available on your school's page on the Connections Academy website. To find these requirements, click on the Enrollment tab at the top of the page, and then click on Eligibility Requirements.

All Connections Academy schools abide by all federal, state, and local policies and guidelines for student admission and do not impose admission requirements that are inconsistent with these policies and guidelines. These policies and guidelines include compliance with the McKinney-Vento Act regarding homeless students. The school leader or his/her designee shall serve as the liaison for homeless students.

At various times during the school year, to comply with mandated enrollment caps, state regulations and reporting, and/or testing processes and requirements, some schools may temporarily "freeze" enrollment by holding on a wait list for a defined period of time those students who are in the "Pre-Approved" stage of enrollment. After the temporary "freeze" is over, students will again be able move forward and/or complete the enrollment process. The school board or authorizer has delegated to the school leader the authority to define and implement these temporary "freeze" periods. Students and Caretakers will be notified of these temporary hold dates.

3.6.1 Returning Students

Currently enrolled students whose Caretakers plan for them to return to their Connections Academy school for the next academic year must indicate via Connexus[®] their student's Intent to Return and submit updated documentation. Connections Academy will provide enrolled students' Caretakers with detailed information on how to complete these tasks, which should be completed as soon as the Caretaker knows that the student intends to return the following year (but no later than the end of the current school year). Returning students do not need to go through a formal placement process each year.

Caretakers of students who withdrew from a Connections Academy school but wish to return to the **same** school for the next year, or whose students are enrolled in a Connections Academy school but wish to enroll in a **different** Connections Academy school for the next year, should call the Enrollment department at 800-382-6010 for detailed enrollment instructions that are appropriate to their situation. Note that these students should **not** complete a new online registration.

3.6.2 Kindergarten and First Grade Admissions*

* See the Handbook Supplement for additional school-specific information.

3.6.3 Enrollment after the Start of the School Year or Semester*

*See the Handbook Supplement for additional school-specific information.

Students may generally enroll after the start of the school year if space is available, subject to any other local limitations. Students who enroll after the start of the school year or semester will be placed at the appropriate starting point in the curriculum based on work already completed, the school's specific enrollment rules, and discussions between the family and the school's teachers and/or guidance counselor.

3.6.4 Dual Enrollment in Another K-12 Program*

*See the Handbook Supplement for additional school-specific information.

3.6.5 Dual Enrollment in a College or University

Interested students who are academically and socially ready may wish to consider supplementing their Connections Academy curriculum with college-level courses in schools where dual enrollment in a college or university is available. While this option will apply primarily to high school students, some advanced middle school students may also wish to consider this option where permitted. All students should consult with their school counselor or advisory teacher *prior to enrolling in college courses* to be sure they are fully informed about the benefits and responsibilities of adding one or more college course(s) to their workload.

3.6.6 Withdrawing from School*

*See the Handbook Supplement for additional school-specific information.

Students may withdraw from the school at any time, provided that the Caretaker provides either evidence of homeschool registration consistent with state requirements or the name and location of another public or private school that the student will attend.

Prior to withdrawing, the Caretaker and/or student should discuss with a school staff member the student's reason(s) for withdrawing as it may be possible to address issues so that the student does not need to withdraw. If a student or Caretaker is experiencing a problem with a teacher, he or she should contact the school's leadership or Vice President of Schools to discuss the situation.

The student's Caretaker generally may begin the withdrawal process in either of two ways; however, please note that some states may only offer one option.

- 1) From the Caretaker Connexus[®] home page, click on the student's 🗓 and go to the *Initiate Student Withdrawal* Data View. Complete the requested information and click on Save and Finish to submit the form.
 - Please note that this method should not be used to indicate that a student does not intend to return for the following year (i.e., Intent to Return). Use of the Initiate Student Withdrawal Data View as this will result in the immediate withdrawal of the student for the current year.
- 2) Contact your school by phone or WebMail message and inform your school of your intent to withdraw your student(s). If you use the WebMail system, be sure to include the date of the student's expected exit from the school and the name of the qualified educational program that your child will be using instead. You will then be contacted by the school to acknowledge your intent to withdraw your student.

See the Materials and Technology section for more information concerning the return of school equipment and materials as part of the withdrawal process.

3.6.7 Location Change

Connections Academy defines four types of "Location Change" and has specific policies related to each type. Any time a student engages in a Location Change, the Caretaker *must* contact the school leader to discuss the change and ensure the student remains compliant with all Connections Academy, state, local, and other applicable regulations and policies. The four types of Location Change, and the related polices, are listed below:

- 1. **Permanent In-Area Location Change: change of residence within the school's service area.** *Example: The family purchases a new home during the school year.* For this type of Location Change, the Caretaker *must*
 - **a.** contact the Connections Academy Enrollment team to notify them of the location change as soon as possible but *no later than 30 days after the move*. The Caretaker must provide *new* proof of residency and updated student contact

information to the Connections Academy Enrollment department within thirty (30) days of the move.

b. Inform the school leader.

When a student moves within the school's service area, the student must still meet the school's eligibility requirements.

2. **Temporary Location Change: Travel or relocation away from student's residence for longer than three (3) weeks**. *Example: The family stays with a relative in another state for two (2) months.* For this type of Location Change, the Caretaker **must** contact the school leader *prior to the location change* for permission to make the Location Change. The school leader will make a determination if the student can make this Location Change and remain eligible to stay enrolled in the school.

If the school leader grants permission for the Location Change, the Caretaker will be required to complete a *Location Transfer Request Form* available in the Virtual Library and submit it to the school. The school leader will sign the form and provide the Caretaker with a copy of the form. This copy will serve as formal written approval from the school leader for the student to remain enrolled during the temporary Location Change.

Note: Stationary computer equipment (desktop computers and monitors) may *never* be taken out of the state for Temporary Location Changes. Laptops, where provided may move temporarily with the student, *as long as the student remains actively enrolled in the school*.

3. Alternate Learning Location(s) Change: Student learning regularly occurs in an alternate location but there is no change in the student's residence. Example: The student's Learning Coach is a neighbor, and the student regularly works at the Learning Coach's home. For this type of location change, the Caretaker must contact the school leader prior to the location change to confirm that this Location Change will not affect the student's enrollment eligibility.

If the school leader grants permission for the Location Change, the Caretaker will be required to complete a *Location Transfer Request Form* and submit it to the school. The school leader will sign the form and provide the Caretaker with a copy of the form. This copy will serve as formal written approval from the school leader for the student to have an alternate learning location or locations. **Note**: Caretakers are always responsible for Connections-provided equipment and materials, regardless of where the materials/equipment are located. See Section 9, Educational Materials Provided by the School, for more information.

In any of the above types of Location Change, the student must continue learning activities and must still comply with all state testing and other state and school requirements.

4. **Permanent Out-of-Area Location Change: Move to another state**. *Example: a family moves to another state where there is another Connections Academy school*. If a family moves to another state where there is a Connections Academy school and the family would like to enroll in that school, the Caretaker should contact the Connections Academy Enrollment Team as soon as the Caretaker knows when and where the family is moving. The student will need to be withdrawn from the current school and then enrolled in the new school, *if eligible for enrollment in the new school*. Eligibility requirements may differ between the schools, and some states provide different rules for members of the military, so it is important that the family contacts the Connections Academy Enrollment Team as soon as possible to determine if the student is eligible to enroll in the new Connections Academy school. The Caretaker should also notify the school leader that the student is moving.

While Connections Academy will do its best to accommodate students wishing to enroll in another Connections Academy school, this enrollment cannot be guaranteed. Each school is governed by state-specific enrollment rules and procedures, and Connections Academy must comply with these rules and procedures (e.g.: the school in the new state may have an enrollment cap that has already been met and/or may have a waiting list.)

Note: For students with IEPs, the family is encouraged to contact the Special Education Director in the new Connections Academy school *prior to enrollment* to discuss the special education services provided in the new school.

Note: If a student moves out of state, **all** computer equipment and curriculum materials must be returned to Connections Academy, even if there is another Connections Academy school that operates in the state where the student is moving.

The following actions related to Location Change may cause the student to be immediately withdrawn from the school:

- Engaging in any type of Location Change without notifying the school leader and/or the Connections Academy Enrollment Team
- Failure to complete and submit any required Location Change forms
- Failure to provide the Connections Academy Enrollment Team and/or the school with any additional required documentation
- Failure to receive specific written permission to remain enrolled when engaging in any form of Location Change

3.6.8 Learning Environments and Working with Multiple Students

It is essential that the Learning Coaches who are designated to support their students in the Connections Academy virtual school environment fully understand their responsibilities and are able to perform them as required. Therefore, the Learning Coach may **not** support more than four (4) students without special permission from the school. Additionally, if the group learning environment requires the transfer of Connections Academy equipment or materials, Caretakers

must complete the Location Transfer Request Form (as described in the Location Change section in this handbook) and be granted permission to move materials/equipment.

3.7 Assessment

It is essential that student performance is regularly assessed. Your school uses the following types of assessments to determine students' skill levels, to evaluate performance, develop educational plans, and to develop a permanent school record.

3.7.1 Pretesting and Posttesting to Measure Academic Progress

At the beginning and end of each academic year, the school will administer the Longitudinal Evaluation of Academic ProgressTM (LEAP) or other evaluation tools as pre- and post-assessments to students in grades K–8. These assessments provide instructional guidance for teachers and Learning Coaches, help teachers to construct and implement the Personalized Learning Plan (PLP), and measure the student's academic gains over the year. Some schools may also administer similar pre- and post-assessments to students in grades 9–12.

Exempting Alternate Assessment Students from LEAP Participation

Students who have an IEP who have been designated as participating in alternate state testing are exempt from mandatory pretesting and posttesting. However, at the Learning Coach's request, the student may still complete the testing and receive scores.

3.7.2 Assessments Within the Curriculum

As they progress through their courses, students will engage in many different types of formal and informal evaluations.

Formal Evaluations (Evaluated by teachers)

- Skills Checks—Brief online evaluations completed by Learning Coaches that gauge a student's development with certain skills.
- Quick Checks—Brief online assessments that provide automatic feedback for students, Learning Coaches, and teachers.
- Quizzes—Short online assessments that provide automatic feedback for students, Learning Coaches, and teachers.
- Portfolio Items—Written compositions, lab reports, short answer paragraphs, essays, book responses, and other assessments that require teacher evaluation of the student's work.
- Graded Discussions—Teacher-monitored "class discussions" in which students post thoughts, ideas, and reactions on a designated discussion board. Graded discussions are not used in all grade levels. The postings are required by specific assessment guidelines outlined in the curriculum and are evaluated by the teacher.
- Audio/Visual Assessments—Integrated into some courses such as foreign language and speech and debate; these assessments allow students to respond orally and/or record themselves and submit the recording to their teachers.

- Unit Tests Unit tests cover material from all lessons within a specific unit. They are online assessments that contain a variety of question types and are weighted more heavily than quizzes towards the student's final grade.
- Final Tests or Exams—Substantial end-of-semester assessments that provide students, Learning Coaches, and teachers with more comprehensive information about a student's understanding of the instructional material.
- End-of-Course Exams—Comprehensive assessments that may occur at the end of a required secondary course based on state guidelines and regulations.

Informal Evaluations

- Check for Understanding—Questions provided by the school to the Learning Coaches to ask the students in order to gauge the development of certain skills.
- Participation School-based points awarded by the Teacher for a student's timeliness, attendance, and/or effort in a course (may not apply at all schools).
- Curriculum-Based Assessments (CBAs) —Quick and effective verbal assessments used to gather formative information on students' understanding of concepts. Students are required to participate in a minimum of eight CBA's a year but teachers often administer many more. Teachers conduct two types of CBAs: verified curriculum-based assessment (VCBA) and diagnostic curriculum-based assessment (DCBA).
 - o VCBAs are used to confirm student comprehension of concepts previously assessed and graded as successfully completed with scores of B or higher.
 - O VCBAs are informal phone conversations or individual LiveLesson® sessions with the student in which the teacher asks a variety of questions about recently completed assignments to verify that the student has indeed done the work independently and that the student has grasped the key components of the lesson(s). The content to be covered is not specified ahead of time, other than being part of "recently completed assignments" such as a reading passage or a set of mathematics problems.
 - ODCBAs are used to identify specific skill or concept issues students are having, develop strategies for remediation, and determine what future instructional support is necessary to help underperforming students achieve success. These contacts occur during the regularly scheduled biweekly or semester phone calls and are targeted toward students who receive a C or lower on an assessment or have an overall GPA of less than B.

Student grades are based on a balanced combination of the formal evaluations listed above.

3.7.3 Mandatory Testing*

*See the Handbook Supplement for additional school-specific information.

Public schools are required by state and federal law to administer state standardized tests to students in specific grades. Additionally, Connections Academy schools require all students to participate in at least one proctored test each year, which will usually be the state-mandated test.

Therefore, all students enrolled in a Connections Academy virtual public school will be required to participate in the state standardized testing program, consistent with state law.

The school will work closely with Caretakers, Learning Coaches, and students as they prepare for required testing. If a student is not able to participate in testing for any reason, the Caretaker will be required to document the reason(s) for nonparticipation, and the student may be required by the school to take a makeup test.

There are serious consequences for both the school and the student when students do not participate in state testing. Therefore, students who fail to participate in required testing may be subject to disciplinary action consistent with state law.

3.8 Personalized Learning*

3.8.1 The Personalized Learning Process

*See the Handbook Supplement for additional school-specific information.

Connections Academy teachers work with Learning Coaches and students to customize student learning experiences based on specific academic needs, learning pace, learning styles, and personal interests. This program personalization is an ongoing process that also includes the creation of a written plan (the Personalized Learning Plan, or PLP) that all members of the learning team follow.

The personalization process includes the following components: initial academic placement and course selection, performance testing, interest inventories, review of student work samples, detailed phone conferences, goal-setting, adjustment of student schedules and lesson pacing, lesson modifications and/or enrollment in intervention programs, attendance in LiveLesson sessions, enrollment in elective courses, and strategies for families to implement throughout the year. The process also includes several goal-review and adjustment sessions including a final conference at the end of the school year to review progress.

3.8.2 Adding Elective Courses (Elementary and Middle School)

Before requesting to register for electives, students must generally meet the following criteria:*

- be enrolled in school for at least 30 days
- have completed their initial assessments (e.g., LEAP or other pretesting, and/or state testing)
- have completed their initial PLP conferences
- be in good academic standing (overall grade of 70% or higher)
- maintain acceptable attendance (i.e., be "On Track")
- have no material flags for unpaid invoices or missing materials
- have all start-up tasks complete, including completion of student orientation courses and Welcome Call (start of school year call with teacher).

Schools may define additional criteria for permitting students to enroll in electives. After these criteria are met, teachers will work with families to select appropriate electives, approve the student's selection, and enroll the student in the elective course(s).

*Some states permit electives to be selected at other times. All criteria noted above are subject to state laws and/or regulations.

3.8.3 How Families Can Personalize Instruction

Students and Learning Coaches work closely with their teachers to personalize student programs, but families can also personalize their learning programs in several different ways.

• Pacing and Scheduling—Subject to requirements including, but not limited to, the required days of attendance and/or hours of instruction required and other applicable state or local regulations, the school allows students and their Learning Coaches to structure the school day to best meet the student's learning needs. The online Scheduler allows students in grades K–8 and their Learning Coaches to select which days of the week they would like to schedule certain courses and how many lessons of each subject per day they plan to complete. This flexibility accommodates different learning styles and needs; however, the personalization of pacing and scheduling must not impact the overall amount of work that is required of each student, which is determined exclusively by state requirements and is overseen by the school's leadership.

Most high school students have significantly decreased flexibility in the schedule so they can learn and work together (e.g., in discussions and on projects). High school students who may benefit from a more flexible schedule should speak with their advisory teacher or school counselor to make appropriate adjustments.

• Limits to Program Flexibility—Every student is expected to master the skills and knowledge covered by the school's rigorous curriculum, which is designed to meet or exceed each state's standards. Families may work with teachers to adjust pacing and assigned lessons for each student; however, it is imperative that students participate fully in the school's standards-based curriculum and complete the lessons and assessments assigned by the teacher(s).

3.8.4 Placement Changes During the School Year (Elementary and Middle School)*

*See the Handbook Supplement for additional school-specific information.

Counselors, grade-level administrators, teachers, school leaders, and the Connections Academy staff work together to make sure that each student's initial course placement is accurate and appropriate. Although it is possible to request a change in placement after the student is enrolled, Connections Academy recommends that students work within each assigned course for about one month and suggests that families should look ahead into the curriculum materials for the year before requesting a placement change. Families are encouraged to discuss ways to tailor the

current curriculum to better meet the student's individual needs with the student's teacher(s) prior to requesting a placement change.

To request a placement change, the Learning Coach should contact the student's teacher. The school leader or grade level administrator will have final say in approving or disapproving placement changes.

Course changes made at the high school level require approval from the school counselor. Please see the Handbook Supplement for more specific information on the High School Add/Drop process.

3.9 Course Completion*

Course completion definitions may vary based on state requirements but are critically important when requesting either midyear course completion or late course completion options (below). See your Handbook Supplement for complete course completion definitions and information.

3.9.1 Midyear Course Completion (Elementary and Middle School)

Before requesting to move on to the next course or level, students should work with their Learning Coaches and teachers to make sure they have learned as much as possible from the course. Teachers can provide enrichment and extension activities for students who have the ability to reach greater depth and absorb greater detail in their studies. Electives are also available for students who have completed a required or core course prior to the end of the school year.

The decision to advance to a new level of a subject or subjects mid-semester or midyear will be made collaboratively by the Caretaker, Learning Coach, teacher, school counselor (if applicable) and school leader or grade level administrator. Students may be eligible for a mid-semester or midyear placement change if they can demonstrate the following outcomes:

- mastery of current-course content
- exploration of enrichment and extension opportunities offered throughout the curriculum
- sufficient in-depth involvement with the course material as determined by the teacher

The teacher will review these criteria to determine the student's eligibility for a placement change. If the student is deemed eligible, the teacher will request the placement change on behalf of the student. If a midyear curriculum promotion occurs, the student's grade level will remain the same; grade placement does not change midyear. As with other placement changes, the school leader will have final say in approving or disapproving placement changes.

Note: All schools have a cutoff date for shipping materials that occurs in the spring semester. After that date has passed, curriculum changes that require shipped materials are no longer available to students. Teachers will notify Caretakers if placement change requests cannot be completed for this reason.

3.9.2 Late Course Completion

Students who require extended time to complete assessments after the school year has ended should check with their school to see if the school or state permits students to complete courses beyond the end of the school year. Students may be granted an extension allowing them to turn in work up to two weeks after their school's last official day of classes. Students are **not** permitted to use this extension for the purpose of accelerating their studies over the summer. Unless a state provides additional funds to operate an official summer school program, no additional services or materials will be provided for learning activities over the summer.

4 Attendance*

Students in this virtual public school program have no physical classrooms but still must meet all regulatory requirements for attending public schools in the state. These requirements are documented in the State-Specific Handbook Supplement, but they generally include attending school for a required number of days and/or completing a required number of hours of instruction. Caretakers and students are jointly responsible for ensuring that students meet their school's attendance requirements, and that the student's attendance is properly documented as required by the school (see the Attendance section of your State-Specific Handbook Supplement). School authorities are responsible for enforcing attendance laws, and students not attending school as mandated by law will be considered truant.

Although there is more flexibility in the Connections Academy program than in a traditional school regarding when instruction occurs, students are still expected to follow the school calendar. Specific school calendars and the required days and hours of instruction are posted in the State-Specific Handbook Supplement.

4.1 Caretaker and Learning Coach Responsibilities for Attendance

All Grade Levels: State law requires that Caretakers take responsibility for ensuring that their student(s) attends school. Connections Academy requires that the Caretaker or designated Learning Coach record attendance daily. (Refer to your school's Handbook Supplement for details on attendance recording requirements.) In addition, all students must complete assigned lessons and submit specified assessments to their teachers. Students and/or their Caretakers and/or Learning Coaches must also participate in /respond to regular telephone, WebMail message, and/or Web conferencing (LiveLesson® presentations) contacts, as well as in-person contacts (if required) with a teacher during the school's regularly scheduled school hours.

Elementary and Middle School (grades K–8, not all grades may be available at every school): To meet attendance requirements and successfully complete their lessons, students in elementary and middle school will need assistance from a Learning Coach. The student's need for assistance will range from fairly substantial assistance to relatively minor assistance and will vary depending on the student's age, ability to be self-directed, and to comprehend the materials. In addition, students must be in a safe and secure environment, which generally requires that the student have adult supervision during the entire school day to meet health and safety regulations. Check your state's laws to determine the age when a child can be left unattended.

High School (Grades 9–12; may not be available at all schools): Students are expected to perform their school work independently. However, where attendance is required to be reported, the Learning Coach must still report daily attendance in Connexus[®] and verify that the student has completed the assigned lessons and assessments. The Learning Coach is also expected to be available for regular teacher conferences. While students may not need adult supervision during the school day, they must still be in a safe and secure environment. Check your state's laws to determine the age when a child can be left unattended.

4.2 Marking and Verifying Attendance*

*See the Handbook Supplement for additional school-specific information.

Recording, Verifying, and Changing Attendance Records in Connexus®

Learning Coaches are expected to record attendance in Connexus[®] daily. After a Learning Coach has entered *and saved* hours of attendance in Connexus[®], he or she is not able to edit the student's attendance. If the Learning Coach makes an error marking attendance, the Learning Coach must contact the student's teacher if he/she wishes to have the attendance record changed. Before the school can change the attendance record in response to a Learning Coach request, the Learning Coach may be required to demonstrate that the original entry was an error, and provide documentation to support the change. Because attendance is subject to "lockdown" (see below) at certain intervals, Learning Coaches should contact their student's teacher as soon as they discover they have made an error in recording attendance.

Learning Coach—recorded attendance alone is not sufficient to properly verify student attendance. Teachers also verify attendance records on a regular basis and may change a student's attendance status if there is insufficient evidence to verify attendance, and/or if they are unable to determine if a student was participating in learning. In reviewing attendance documentation, teachers must determine that each student has met or exceeded the required amount of instructional time stipulated by each state's regulations. The State-Specific Handbook Supplement outlines how many learning hours or minutes must be demonstrated within a specific time frame.

Teachers may make changes to attendance records for the following reasons:

- Upon request by a Learning Coach to record attendance—If requested to do so by the Learning Coach, teachers may enter the appropriate attendance code in a blank attendance field because the Learning Coach is not able to access a computer or does not have Internet access, but the student has been able to continue his or her studies using offline materials. Teachers will note in the student's log the reason for the Learning Coach's request and may request additional documentation that the student was engaged in learning. This method of recording attendance should only be done in exceptional circumstances.
- **Upon request by a Learning Coach to correct an error**—If a Learning Coach makes an error entering the attendance code, he/she may request that the teacher enter the

correct code. Teachers will note the basis for the request in the student's log and may request additional documentation.

• Upon review by a teacher or other authorized school staff to validate attendance—A teacher or authorized school staff member will change the number of hours worked to a "0," or the "present" code may be changed to an excused or unexcused absence code, if, after communication with the Learning Coach and/or a review of the student's activity in Connexus, the teacher or staff member believes there is insufficient evidence to support that the student was in attendance (e.g., insufficient lesson completion, teacher contact, and/or assessment completion).

In all cases, a teacher or another school staff member will discuss with the Learning Coach any perceived differences between the student's recorded attendance and his or her documented lessons completed and assessments submitted. If the teacher or other school staff member makes any changes to the student's attendance record in Connexus®, he or she will promptly inform the Learning Coach and document the change in the student's log. Learning Coaches who have disputes related to attendance should follow the dispute resolution procedures in the State-Specific Handbook Supplement.

Attendance Lockdown

Schools are required to regularly report attendance records to their respective state education agencies. To ensure that reports are accurate, at set intervals, student attendance records are "locked down;" that is, they can no longer be edited by anyone other than a small number of authorized school personnel. Lockdown generally occurs every two weeks (meaning that any dates that are 15 or more days in the past can only be edited by authorized school personnel), but some schools have defined dates.

After attendance records have been locked down, teachers are **not** able to make changes to attendance records. Therefore, Learning Coaches should make requests to alter attendance records **as soon as they realize they have made an error.** To request alterations to the attendance record for days that are far enough in the past that they are "locked down," Learning Coaches should still contact their student's teacher, but they should be aware that their student's teacher must then discuss the attendance alterations with the appropriate authorized school personnel.

The School Day

Students must complete a certain number of instructional hours per day as required by local law and regulations. In most states, instructional hours can be distributed differently each day as long as the total required number of instructional hours is met weekly; however, Learning Coaches should check their Handbook Supplement's Attendance section for specific information about the school's required daily and weekly hours of attendance. The school day is not limited to certain hours for start and end times; however, the school's teaching staff is only available during the school's hours of operation. Learning Coaches must also be available for their scheduled phone conferences during these times.

The School Calendar

Each school operates according to a set school calendar, which includes days when teachers will not be available due to professional development (all other Support Services are available during these days), and days when the school is completely closed (no Support Services are available during these days). Student learning may continue during any days when the school is closed. (Refer to the Handbook Supplement for information on how to record attendance per specific state rules.) All work must be completed as of the last day of school, except as provided in the Late Course Completion section of this handbook. School work that is not completed as of the last day will receive an incomplete or failing grade.

Types of Absences

Specific attendance rules and regulations regarding different types of absences vary by school. Reasons for excused absences may include, but are not limited to, the following:

- **Health problems**—Students are unable to participate in school work due to physical or mental health problems. If a student misses more than three (3) consecutive school days, the Learning Coach or Caretaker must send a written note or WebMail message to the student's teacher(s) documenting the health issue. The school may also require a doctor's note for absences of more than three (3) consecutive days.
- Other excused absences—Examples of other reasons for excused absences include a family illness that requires the absence of the student, a death in the immediate family, religious holidays, family trips that can be taken only during the normal school calendar year (see the section below on extended absences), court appearances requiring the student's attendance, attendance at special events of educational value that have been approved by a teacher, and other special circumstances that show good cause, have been approved in advance by the school's leader, and for which the family provides appropriate documentation if required by the school.
 - If a student misses school for an excused absence, the student is still responsible for completing all required lessons and assessments for the school term.
- Unexcused absences—Absences that are not approved by the school will be considered unexcused. In some states, students may be withdrawn from school for truancy if they have excessive unexcused absences. See your State-Specific Handbook Supplement Attendance section for details.

If a family is requesting an "excused absence" for any reason, the family may be required to submit a doctor's note or other documentation supporting the request.

Extended Absences

If a Learning Coach is aware that a student is going to be unable to complete his or her learning activities for more than three (3) consecutive school days, the Learning Coach should contact the

teacher as soon as possible to inform the school of the planned absence. Students will still be expected to complete all the required work by the end of the school year.

Varying the School Holiday Schedule

If families wish to work during the school's designated holiday period(s) and then take an equivalent number of vacation days at another time, they should contact their teachers for approval at least one (1) week prior to the requested change. Teachers and school administrators will consider factors such as mandatory school events (testing, etc.) and the school's attendance regulations when reviewing such requests, and they will notify parents if the request can be granted. If the request is allowed, teachers will help the family adjust learning schedules, as appropriate, to ensure proper attendance and compliance with state regulations. *Please note that some states do not allow school hours to be recorded on school holidays. Please check with your teacher and read your State-Specific Handbook Supplement's attendance sections before considering this option.*

Truancy

Students who fail to meet legal attendance requirements, including reported attendance, required contact with teachers, submission of assessments, and documentation of lesson completion may be considered truant, and the school may institute truancy proceedings, or otherwise report the student to the appropriate authorities, as is consistent with state law.

4.3 Attendance Status and Escalation Systems*

*See the Handbook Supplement for additional school-specific information.

Connections Academy Learning Coaches are required to use Connexus[®] to regularly mark hours or days of attendance and/or document lesson completion. These and other criteria, which may vary from state to state, are combined to constitute "attendance" in a Connections Academy virtual school. Attendance criteria generally include, but may not be limited to the following:

- student hours or days of attendance
- student lesson completion rates
- student assessment completion
- communication contacts with teachers

School staff members use Connexus[®] to closely monitor each student's attendance based on the above criteria, and every student is always assigned one of four status levels in Connexus[®]:

- 1. On Track
- 2. Approaching Alarm
- 3. Alarm
- 4. Exempt*

Students *meeting or exceeding* the minimum requirements for their state will show "On Track" status. Students *not meeting* the minimum requirements for their state are placed in "Approaching Alarm" status or "Alarm" status. When students are in "Approaching Alarm" or "Alarm" status, teachers will notify the Learning Coach(es) and Caretaker of their concerns, help the family understand why the student is in that status, and make every effort to work with the

student and Caretaker to ensure the student returns to "On Track" status as soon as possible. Learning Coaches can, at any time, click on the Approaching Alarm or Alarm status link, located in the Attendance column on the Learning Coach home page, for details about the student's attendance status.

Students who are in "Alarm" status for extended periods of time may face disciplinary actions as permitted and/or required by state law. See your school's Handbook Supplement for details on attendance requirements and escalation.

*Exempt status is rarely used and generally only for students with serious illnesses or other major but temporary issues that prevent them from completing work in a timely manner, who are expected to be able to catch up and return to "On Track" status prior to the end of the school year. Some students may also have modifications specified in an approved IEP or Section 504 plan that dictate exempt status.

5 Grading and Student Evaluation*

*See the Handbook Supplement for additional school-specific information.

Students are evaluated based on several types of assessments, such as quizzes, tests, portfolio items, and discussions. Teachers and substitute teachers are responsible for grading students' work. Only the teacher or substitute teacher is allowed to issue the final grade for the course.

The Grade Book and Progress Reports

The Grade Book allows all Caretakers and/or Learning Coaches and upper-level students (students in grades three and above) to view grades from both electronic assessments (immediate and automatic postings) and written work (posted by teachers after work is evaluated). The Connexus[®] Grade Book is available to Learning Coaches and these students 24 hours a day, seven days a week and always reflects the student's current status in each course in which s/he is enrolled (overall grade, grade in each course, grades on assessments within each course, and the number and percentage of lessons the student has completed).

Some schools provide Progress Reports that are snapshots of students' Grade Book during a certain time period (e.g. the first quarter of the school year) which may include teacher feedback and comments. For those schools, Progress Reports are created and posted at certain times per year based on a schedule set by those schools which use them.

Grading Time Lines

Most assessments other than portfolio assessments should be graded by the teacher within two (2) school days. Portfolio assessments will generally be graded by the teacher within five (5) school days of receipt and the grade posted to the Grade Book. Specific grading schedules and mail-in portfolio due dates and procedures (primarily used by students in grades K-5) are posted by the school leader in your school's section of the Virtual Library at the beginning of each school year.

5.1 Placement, Promotion, and Retention (Elementary and Middle School)*

*See the Handbook Supplement for additional school-specific information.

Placement

During the Connections Academy enrollment process, the student's Caretaker is asked to submit academic documentation for the student. This information is reviewed and verified by the Academic Placement Services team, the school counselor, and/or the school leader, who then make a collaborative decision about the student's most appropriate placement at a Connections Academy school. Parents agree to this placement at the time of Final Confirmation, which occurs prior to the finalization of the student's enrollment. Please note that through this process, Connections Academy may make a decision regarding placement that may differ from the student's prior placement.

Promotion

Near the end of the school year, teachers make a recommendation to their school leader regarding promotion or retention for each of their students in grades K through 8. These recommendations are based on the following student performance information:

- Successful completion of Language Arts and Math courses (based on school's grading scale)
- Performance across all courses
- Lesson completion across all courses
- Attendance
- Proficiency levels on assessments, including state testing

For third grade students to be promoted to fourth grade, they must also demonstrate proficiency in reading.

If there are any discrepancies between the above-listed criteria and state regulations, state regulations will be followed.

Teachers, grade level school administrators, and school leaders review and discuss the recommendation and work together to make final decision about promotion/retention for each student.

High School Coursework Completed in Middle School

Students not yet in high school who are academically ready to take high school courses may do so, but should be aware that whether they receive high school credit is determined by local and/or state regulations. Furthermore, some states may require students take and pass End of Course exams in order to receive credit for the course and/or to graduate. Please see your State-Specific Handbook Supplement and/or contact your school if you are interested in this option.

Retention

Decisions about retaining students due to inadequate progress or lack of proficiency will be made on a case-by-case basis, and in accordance with applicable state regulations, by the school leader. The school staff will contact the Caretaker of students who are in danger of retention in early spring and will discuss what options are available and best suited to the individual student's needs. It is possible that a student not apparently in danger of retention in early spring may need to be retained at the end of the school year; the school will make every effort to ensure that the Caretaker is aware of this as soon as possible.

6 High School Program and Policies*

*See the Handbook Supplement for additional school-specific information.

Families should refer to their State-Specific Handbook Supplement for high school policies. Note that all policies in this School Handbook: General Portion apply to grades K–12 unless otherwise noted.

High School Credit

Only high school-level classes provide high school credit toward graduation (unless stipulated by a student's IEP team in states where permitted). A student in grade 9, 10, 11, or 12 who is taking courses from the K–8 curriculum can meet attendance requirements but will not receive credits toward graduation for K–8 courses.

7 Services for Special Populations

7.1 Individuals with Disabilities Education Act (IDEA) Eligible Students*

*See the Handbook Supplement for additional school-specific information.

Subject to any specific state limitations, the school meets the requirements of IDEA and provides a Free Appropriate Public Education (FAPE) to students with special needs. In general, this includes (but is not limited to) identification and evaluation of specific learning needs, planning Individualized Educational Programs (IEPs), and implementing placements in accordance with the legislation. Specific special education policies vary by school.

In addition, Connections Academy complies with the federal National Instructional Materials Accessibility Standard (NIMAS). This Standard requires publishers of K–12 curriculum to provide an accessible format version of printed textbooks and related printed core materials that are written and published primarily for use in elementary and secondary schools. Connections Academy must provide these accessible format versions to eligible students if the students are required to use the materials to complete their Connections Academy course work.

Students eligible to receive specialized formats (NIMAS files), include students with the following challenges:

- blind (a visual acuity of 20/200 or less in the better eye after correction or fields less than 20 degrees)
- visually impaired (a visual impairment with corrections and regardless of optical measurement that prevents the student from reading standard print)
- physically disabled (a physical limitation that prevents the student from reading standard print)
- print disabled (having a reading disability resulting from an organic brain dysfunction and of sufficient severity that it prevents the student from reading printed materials).

NIMAS formats are not provided to students who are not NIMAS eligible, even though they may benefit. The Individualized Education Program team determines the instructional program, modifications, and accommodations needed for students with disabilities, including the need for NIMAS formatted materials.

7.2 Rehabilitation Act of 1973: Section 504 Eligible Students

This Act, commonly referred to as §504, is a statute designed to prohibit discrimination and to assure that disabled students have educational opportunities and benefits equal to those of non-disabled students. An Eligible Student under §504 is a student who (a) has, (b) has a record of having, or (c) is regarded as having, a physical or mental impairment that substantially limits a major life activity such as learning, self-care, walking, seeing, hearing, speaking, breathing, working, and performing manual tasks. §504 plans are typically written for students who are not receiving services under the IDEA but who require accommodations and modification to their instructional program. §504 plans may also be written for eligible students who need modified instructional materials, services, or assistive technology due to their disability.

Preexisting §504 plans will remain in place for new students and will be updated periodically. School personnel are alert for and will identify §504-Eligible Students and will complete a §504 plan for each identified Eligible Student.

7.3 English Language Learners

All Connections Academy families complete a primary home language survey. Responses are then screened to identify all students whose primary or home language is not English. English Language Learners (ELL) are identified and are provided the following: a teacher consultation with the Learning Coach to guide instructional practice, teacher modification of content lessons and/or assessments, and direct instruction via LiveLesson® sessions. The proficiency of ELL students is assessed annually using state-specific instruments.

7.4 Gifted Students*

*See the Handbook Supplement for additional school-specific information.

Gifted students may be identified during a student's initial placement process or after the student has enrolled. Students are identified as gifted based on their performance and on additional screening by the school's gifted program staff. Learning Coach input is an important part of identifying and serving gifted students, and the school staff consults with Learning Coaches when making course recommendations for gifted students.

Gifted students may be placed in special gifted math, science, and language arts courses in grades 3–8 and in Honors or Advanced Placement courses in high school, and/or students may be assigned a grade level or courses at an accelerated level. In some states, gifted students also receive an Individualized Education Plan (IEP) or other regulatory designation that may have specific requirements. See your Handbook Supplement for additional information.

8 Community Events, Trips, and Activities*

*See the Handbook Supplement for additional school-specific information.

Connections Academy strongly encourages families to get together for events, trips, study sessions, and other activities. The activities may have educational and/or socialization benefits for students and are generally organized by community coordinators or school representatives at each Connections Academy school. Your school's community coordinators or school event representative, in cooperation with the school's staff, will perform the services described below.

Information Sharing—Community coordinators and/or school event representatives gather and share information about events, activities, services, performances, and other opportunities that might benefit students and families. This information is strictly the personal opinion of the community coordinator or other families and/or school event representative, and the school bears no responsibility or liability for its accuracy or usefulness. Furthermore, any use of this information, or participation in an event or activity, is solely at the discretion of each individual Caretaker.

Caretaker Responsibility for Students at Events - The Caretaker assumes responsibility for his or her safety and the safety of his or her student(s). The Caretaker also agrees to supervise his or her student(s) and any other minor children in attendance. The school assumes no liability for anyone who attends an event based on information included on the school's community message board. When school staff is present, they will be responsible, in conjunction with the Caretaker, for general supervision of students, and will prioritize student safety.

Special Arrangements—Community coordinators and/or school event representatives may work to develop relationships with local schools, districts, and other providers of activities (e.g., the YMCA), as appropriate, to arrange for participation by and access for students.

Sanctioned Events vs. Unsanctioned Events—Some field trips are sanctioned events, sponsored by the school; others are unsanctioned events that do not involve the school.

Sanctioned Events

Sanctioned events must have educational and/or social value and must be preapproved by the school leader or designee. The community coordinator and/or school event representative will have all adults in attendance sign the Connections Academy Sanctioned Waiver, Release, and Event Permission Form at the official event. If the adult supervising the student at a sanctioned event is not the Caretaker, he/she must provide the community coordinator or school event

representative with a signed, written note from the Caretaker confirming that the designated adult has permission to supervise the student at the sanctioned event and is authorized to execute the Connections Academy Waiver, Release, and Event Permission Form as an agent of the Caretaker. There may be additional fees charged in order to attend these activities.

In most states, and in accordance with state or local policies, a sanctioned event may be counted as a school day upon receiving approval from the school leader or his/her designee. After this approval is granted, Caretakers may record as attendance the number of hours spent at the sanctioned event. It is not necessary for students to complete lessons on days when they attend sanctioned events, though families should plan ahead to ensure the student completes enough lessons in the day or days before and/or after the event to remain on track. Any school work scheduled on an "event" day must still be completed, though it does not have to be completed on the event day.

Sanctioned events are posted on the school's message board as "sticky" threads, which are those threads noted in green on the Message Boards. Overnight official events require special approval, and background checks on all adults and chaperones may be conducted as allowable or required by state law.

Unsanctioned Events

Unsanctioned events have not been approved by the school and will *not* be counted as a school day. Unsanctioned events may be posted on the school's message board but not as "sticky" threads.

Families participating in both sanctioned and unsanctioned events do so voluntarily and assume and accept all risks associated with their participation. Families participating in these events agree to release and hold harmless the school, its affiliates, directors, officers, employees, agents, and volunteers from any and all liability in the event of an accident or incident en route to, during, and returning from, which is related to, arises out of, or is in any way connected with the unsanctioned event. The school will not accept financial responsibility for any necessary emergency care and/or transportation for anyone attending an unsanctioned event.

9 Conduct, Due Process, and Communication*

*See the Handbook Supplement for additional school-specific information.

Connections Academy strictly prohibits any form of bullying/cyber bullying, harassment, hazing, or any other similarly destructive behaviors in any school environment or at any school activity. Parents/guardians and/or Learning Coaches who believe their student(s) may have been subjected to inappropriate behavior by anyone affiliated with their Connections Academy school should immediately contact the school leadership or the Connections Academy main support line at 800-382-6010 to report any concerns.

9.1 Drug, Alcohol, and Tobacco-Free School

Connections Academy is a drug-free, alcohol-free, and tobacco-free environment. The use of controlled substances, alcohol, and/or tobacco is prohibited at all face-to-face school events and activities such as but not limited to field trips, testing, and graduation ceremonies. This applies to all members of the school community including students and their families, teachers, staff, and visitors.

The use of tobacco, including smoking tobacco, chewing tobacco, or snuff, or the possession of or use of any of the following by any member of the school community while on school premises or at a school event or activity as described above, will be considered a violation of this policy:

- 1. alcoholic beverage(s)
- 2. Illegal, controlled, and/or dangerous substances and/or narcotics (unless prescribed by a physician for medical purposes, and properly documented as such), or substances purported to be such. Illegal, dangerous or controlled substances and substances purported to be such include, but are not limited to, narcotics, amphetamines, marijuana, cocaine, heroin, hallucinogens, barbiturates, prescription or non-prescription drugs of any nature and medications such as diet pills, caffeine pills, bath salts, and others.
- 3. drug paraphernalia

It shall also be a violation of this policy for any member of the school community to sell or distribute, or attempt to sell or distribute, tobacco; drugs or drug paraphernalia; illegal, dangerous or controlled substances, or any substances purported to be such, while on school property or at school events or activities.

If a Connections student attends a school event or activity under the influence of or in possession of an illegal, dangerous, or controlled substance or alcohol, the student's Caretakers and local authorities will be notified. The student's Caretakers will be notified if a student is found to be in possession of or using tobacco. Caretakers will be required to make arrangements for immediately removing the student from the school event or activity in such event.

Any non-student member of the school community who attends a school event or activity under the influence of or in possession of alcohol or illegal, dangerous, or controlled substances or substance purported to be such will be asked to remove themselves from the school event or activity. Local authorities may be notified at the discretion of the school leader depending on the nature of the violation. Any non-student member of the school community who attends a school event or activity and uses tobacco will be informed of the school's tobacco-free policy for a first violation. If more than one violation occurs, further action may be taken by the school.

If a student is found to be engaged in communications arranging for the sale or exchange of alcohol or illegal, dangerous, or controlled substances or any substances purported to be such at a school event or activity, the student will be removed from the school event or activity and the school will contact both the student's Caretaker and local authorities to report this behavior. Any other member of the school community found to be engaged in communications arranging for the sale or exchange of alcohol or illegal, dangerous, or controlled substances or any substances

purported to be such at a school event or activity will be removed from the school event or activity and the school will contact local authorities.

Students who fail to comply with this drug-free, alcohol-free, and tobacco-free policy will be subject to disciplinary action in accordance with the State-Specific School Handbook Supplement disciplinary policies. All other school community members in violation of this policy will be asked to leave the event or activity and/or will be reported to local authorities. In all cases, this policy will be implemented in accordance with any applicable state laws. See your State-Specific School Handbook Supplement for additional information.

9.2 Bullying and other Prohibited Behaviors*

*See the Handbook Supplement for additional school-specific information.

9.3 Discipline and Due Process for Students*

*See the Handbook Supplement for additional school-specific information.

Appropriate conduct is expected of all students at the school. Students are guaranteed due process of law as required by the 14th Amendment of the United States Constitution.

9.4 Academic Honesty*

*See the State-Specific Handbook Supplement for school-specific information.

The school regards academic honesty as key to its mission and essential in the virtual environment. Students in grades 6 and above are required to sign an Honor Code at the beginning of the school year. Students in grades K–5 are not required to sign the Honor Code, but teachers will discuss the Honor Code and its meaning with their students and the students' Caretaker(s) at the beginning of the year and note in Connexus® that this conversation has taken place—and that the student and Caretaker(s) understand and agree to abide by the Honor Code. It is expected that all students will adhere to the Honor Code throughout the year and all schoolwork submitted in order to meet course or class requirements represents the original work of the student.

In addition, students are expected to be proactive in ensuring they are adhering to the principles of academic honesty by:

- Completing, and reviewing as needed, the Academic Honesty section of their Orientation
- Agreeing to, and referring to as needed, the Connections Academy Honor Code
- Using, in accordance with their school policy, tools provided in Connexus[®] to 'self-check' for academic honesty (e.g. plagiarism-checking software).

Any form of academic dishonesty will cause a student to be subject to disciplinary action. The following principles are critical to maintaining academic honesty:

• Students must not submit work of any kind that is not their own work.

- Students must not plagiarize in any work (written, multimedia, oral, creative, etc.).
- Students must not post assessments, assignments, answers to assessments or assignments, or any other Connections Academy curricular materials on any media that can be seen by other students or other third parties.
- Students must not give or receive unauthorized assistance on assessments.
- Learning Coaches must not give assistance on assessments.
- Students must not present any forged document or signature to the school.
- Learning Coaches must not present any forged document or signature to the school.

Completing School Assessments

When completing assessments on the computer or on paper, students and Learning Coaches should follow these simple guidelines to ensure that assessments are meaningful, worthwhile, and completed in accordance with the principles of academic honesty:

- Students should complete all assessments **independently**, and without assistance from their Learning Coach, any other persons, or any external resources. If any support is required of the Learning Coach, the assessment instructions will clearly indicate this.
- Assessments are "closed-book." They should be completed without the support of any outside resources such as textbooks, workbooks, lesson plans, dictionaries, the Internet, or the student's Learning Coach or any other individuals. In the rare instances where assessments are not closed-book, the instructions will clearly specify that the student may use supporting materials. If you have any questions about what may or may not be appropriate for use during an assessment, contact your teacher.
- Skills Checks (in the lower grades) should be completed by the Learning Coach. These short assessments provide an opportunity for the Learning Coach to share with the teacher his or her observations about the student's progress.
- It is never appropriate for students or Learning Coaches to share with anyone, in any format, the contents of any Connections Academy assessments.

9.5 Due Process for Parents*

*See the Handbook Supplement for additional school-specific information.

9.6 Communication

9.6.1 Communication Systems

Connexus® contains several unique and efficient mechanisms for families and school staff members to communicate with one other. Because Connexus® is a closed system, no communication can be made to or from anybody outside of the system. Caretakers can control what, if any, of their student's information is posted and accessible to others in the School Directory. To set or modify these options, Caretakers should go to their student's SIF (Student Information Form) – School Directory data view to adjust their student's permissions at any time.

The following communications systems are described in detail in the Connexus Online Help.

• School Directory

- WebMail
- Message Boards
- Virtual Library
- Teacher feedback on assessments
- Home Page Announcements
- LiveLesson® Sessions
- Connexus® "Feedback" link
- StarTrack Rating System

Note that the Directory includes names of other Connections Academy schools' students (in other states and locations), and the Directory makes the student's information available to the students and Learning Coaches in other Connections Academy schools as well. Caretakers may restrict access to Directory Information during the enrollment process. See the Third Party Access to Student Information section, below, for more details.

In situations where a student, Caretaker, and/or Learning Coach is deaf and/or hard of hearing, that individual may request an additional method or methods for communicating with teachers and other Connections staff outside of Connexus (e.g. instant messaging, etc). Connections will determine *annually* what messaging tool(s) are approved for use in these situations. Caretakers and/or Learning Coaches should contact the school to discuss their situation and request approval to use an authorized additional communication tool(s). Connections will then assist families with the installation of the Connections -authorized additional communication tool(s). When so authorized by Connections, and when used in accordance with the terms agreed upon by the school and the Caretaker/Learning Coach, the use of the additional communication device(s) will *not* be considered a violation of the Connections Terms of Use policy. Connections Academy reserves the right to disallow and/or disable the use of the authorized alternative communication tool at any time if Connections deems that the tool(s) is being used inappropriately and/or not in accordance with the agreement between the Caretaker/Learning Coach and the school.

Learning Coaches, teachers, and students are advised that all messaging communication is archived and available for review by Connections at any time.

9.6.2 Communication Requirements

Both students and Learning Coaches are required to have regular communications with their teachers. Acceptable types of communication—and whether the contact is more often with the student or the Learning Coach—vary among the grade levels and by school.

Student and Teacher Communication

Connections Academy expects that most students will have daily contact with their teachers through a combination of phone calls, WebMail messages, LiveLesson® sessions, face-to-face interaction, and the daily review of assessments via the electronic Grade Book. At a minimum, all students must average one synchronous exchange (e.g., via phone, LiveLesson® session, or face-to-face) with a teacher every two weeks so the teacher is able to monitor academic progress

and verify student learning. Note that some schools require additional contact; check your Handbook Supplement for details.

9.7 Student Information Access

9.7.1 Collection and Release of Student Information by the School (FERPA)

The Family Educational Rights and Privacy Act (FERPA) is a federal law that gives parents/legal guardians (referred to as "Caretakers by Connections Academy") and students over eighteen (18) years of age and emancipated minors (Eligible Students) certain rights regarding the student's educational records. These rights include the ability to review and correct educational records and the protection of a student's educational records and "personally identifiable information" from unauthorized disclosure. For complete FERPA information, see Appendix 1, FERPA notification. See also the Release of Student Information and Educational Records to Third Parties below.

FERPA rights are extended to both the Caretaker and non-custodial parent/guardian unless the school is provided with a judicial court order (custody order, protective order etc.), state statute, or legally binding document that specifically revokes or restricts a non-custodial parent's/guardian's FERPA rights. If a state law and/or enforceable court order provides the noncustodial parent/guardian's greater or more restrictive access than provided for by FERPA, that state law and/or court order will be followed.

The school also complies with the Protection of Pupil Rights Amendment (see Appendix 5, Protection of Pupil Rights Amendment Policy) and the Children's Online Privacy Protection Act of 1998 ("COPPA") (See Appendix 3, Privacy Policy), as well as state law in the state in which the student is enrolled.

9.7.2 Parental Access to Teacher Qualification Information*

*See the Handbook Supplement for additional school-specific information.

Families have access to basic background information about the school's teachers. This information, found in Connexus® through the teacher's Teacher Profile data view, includes teacher qualifications, experience, current teaching assignments, and photos.

9.7.3 Third Party Access to Student Information

FERPA provisions allow the school to disclose certain student information to third parties without the prior written consent of the parent/legal guardian or Eligible Student. This occurs in two situations. Directory Information and situations in which FERPA permits the school to release educational records without consent (see below). All other disclosure of student information to third parties requires the written consent of the Caretaker or Eligible Student.

Release of Educational Records without Consent: Directory Information

The school may release Directory Information (defined by Connections Academy as *student name*, *student city*, *student telephone number*, *student webmail address* and *student grade level*) to third parties as permitted by FERPA.

If the Caretaker or Eligible Student does **not** wish to have Directory Information released to third parties, he/she may prevent the release of this information by completing the Authorization to Withhold Directory Information Form during the enrollment process. Two "opt out" options are available to families:

- **opt out** of disclosure of directory information to all third parties **except** the military
- opt out of disclosure of directory information to all third parties including the military

If families do not choose either of the "opt out" choices, then the school may, without additional permission, disclose the Directory Information to third parties as permitted by FERPA.

The Authorization to Withhold Directory Information Form is found in the Permissions Manager section of the Student Information Form (SIF).

Release of Educational Records without Consent: Legitimate Educational Interest

The school may provide a student's educational records to third parties in certain situations listed under FERPA. Examples include the transfer of educational records to the student's new school upon request from the new school, and the provision of educational records to school officials who possess a 'legitimate educational interest' in the student's records. 'Legitimate educational interest' is defined by FERPA; for this definition, and the third parties that can receive educational records without consent, see Appendix 1, FERPA Notification.

Release of Student Records with Consent

With the exception of that information that FERPA and/or applicable state law or court order allows the school to release without consent, as noted above, the school *must* obtain written consent from the Caretaker or Eligible Student prior to releasing any personally identifiable information to any third party. Requests to release this information must be made in writing, be signed by the Caretaker or Eligible Student, and include the following information:

- A specific description of the information or record(s) to be released.
- The party or agency to which the information will be released and their address.
- The signature of the requestor, and the date of the request.

For more detailed information on FERPA, please see Appendix 1, FERPA Notification.

9.7.4 School or Connections Use of Student Images, Recordings, and School Work

Connections and/or the school may record (video and/or audio), interview, and/or photograph students engaged in school work, extracurricular programs, activities, and other school functions. In addition, Connexus® may include interviews, videos, photographs, writings, or other media submitted by students and Learning Coaches/Caretakers for academic and other purposes (e.g. clubs and activities and newsletters, etc.). Student content submitted to Clubs and Activities (such as The Monitor School Newspaper, Pens and Lens, and others) may also be hosted outside of Connexus and therefore be publicly available. When registering for Clubs and Activities

students/Caretakers may choose to *opt out* of sharing their content submitted to Connections as part of their participation in Clubs and Activities. Connections and the school may use these videotapes, interviews, images and other materials while the student is enrolled in the school and after the student's disenrollment from the school, *if proper consent has been obtained through a consent form* signed by the Caretaker (or by the student, if the student is 18 years of age or older or an emancipated minor). The images, recordings, or work may be used for the purposes and time frame stated in the consent form.

If the Caretaker or student prefers *not* to have the student's image, voice, or any of the student's materials be used by the school or Connections for purposes other than the student's academic program, the Caretaker should indicate this in the Permissions Manager section in the Student Information Form (SIF).

10 Educational Materials Provided by the School

10.1 Use of School Educational Materials

The school provides each student with the temporary use and possession of various educational materials. These materials are shipped to the student, and a Packing List (in the box of curriculum materials) lists all the items the student should have received. Families should check the contents of the curriculum box against the Packing List and *call* Connections Academy Support Services at 800-382-6010 within seven (7) school days of receipt if anything is missing or damaged.

In addition to the Packing List, an online Materials List, customized to your student's courses, lists both the items included in the box and the additional materials you will be responsible for providing. To access the Materials List, click on your student's name under My Household in Connexus[®]. From the Tools area of the My Student page, click on the Materials List link. Use the Materials List to see what materials are supplied to you and which materials you need to supply.

For families using dial-up connections, certain online multimedia materials, which are embedded in the school's online courses, may also be available on CD-ROM. The school may provide used textbooks and/or materials which are in useable condition.

Purchase General Supplies

Though many of the items you need for school are supplied by your school, you will need to purchase some general school supplies such as pens and pencils, highlighters, note cards, file folders, notebooks, a ruler, etc. Also, always check the online Materials List to see exactly what supplies you will need to purchase for each course— for example, science and art courses often require that you purchase supplies for experiments and activities.

You will also need to be sure you have printer paper, a printer, and printer ink cartridges. Check your State-Specific Handbook Supplement to see exactly what supplies and equipment your school supplies as this varies from school to school.

Authorized Locations for School-Provided Materials

The only authorized location for any school-provided materials is the address to which the materials were shipped by the school. Any movement of materials to any other location must be specifically authorized by the school using the Location Change Request Form (contact the school leader for this form). Failure to obtain authorization may result in the repossession of, or invoicing for, the materials. Parents or legal guardians are responsible for providing the school with updated contact information (physical address, phone numbers, e-mail addresses, etc.), including any validation for that contact information as required by the school, and keeping the information updated on the Student Information Form in Connexus®.

Ownership of School-Provided Materials

All school educational materials remain the property of the school and/or the school's vendor partners. Further restrictions to the use of school educational materials are as follows:

- The resale or attempted resale of any educational materials constitutes theft and may subject the seller to invoicing and/or legal action.
- Refusal to return any educational materials constitutes theft and may result in invoicing and/or legal action.
- Any attempt to copy, reproduce, republish, download, post, broadcast, transmit, make
 available to the public, or otherwise use the educational materials in any way except as
 specifically directed by the school is not permitted.
- The adaptation, alteration, or creation of a derivative work from any school material is a violation of Connection Academy's Intellectual Property rights and is not permitted. Any use of school material except as specifically directed by the school requires prior written permission from the school or the owner of the materials.

10.2 Returning School Educational Materials and Equipment

All school-provided **non-consumable** (identified as such on the packing and materials lists) materials and equipment must be returned to Connections Academy or to a location designated by Connections Academy for any of the following reasons:

- The school year has ended. Note: The school leader may permit the family to retain the materials for the summer in special cases, but under no circumstances can non-consumable materials be kept past August 1. If the family has indicated intent to return for the following school year, Connections Academy may not require the family to return equipment.
- The student is no longer enrolled in the school (for any reason).
- The student has an extended absence away from his or her residence as defined in the Attendance section.
- The materials are being repossessed due to a violation of the Parent/Legal Guardian (Caretaker) Acknowledgment or of the policies outlined in this Handbook.
- The student has completed the related courses and is being assigned to new courses requiring different materials.
- The school is upgrading or replacing the equipment.

- The student has had an approved placement change for a course.
- Equipment and/or materials were sent in error or do not match the packing list.

Note: If the student withdraws from the school after being enrolled in the school for less than 120 calendar days and/or has used less than 10 percent of the consumable materials, then **all materials** (both consumable and non-consumable) must be returned to the school.

Except when materials were sent in error, or in cases of missing or damaged equipment, Connections Academy will contact the Caretaker by phone or by mail to make arrangements for the return of equipment or materials. The Caretaker has seven (7) days from the receipt of the return instructions to return all requested materials and/or equipment. Parents should NOT initiate a return shipment until they have been contacted by Connections Academy and provided with instructions. Families who arrange return shipping on their own prior to being contacted by Connections Academy will not be reimbursed for shipping costs.

Except in the case of repossession, Connections Academy is responsible for the cost of return shipping as long as the parent follows the return instructions and coordinates the return with Connections Academy. The Caretaker is responsible for being at home during the required period for a United Parcel Service (UPS) or Federal Express (FedEx) pickup or for transporting the equipment to an authorized UPS or FedEx center. The Caretaker will be responsible for the shipping cost of any items that were forgotten in a return shipment and/or were not properly packed and returned. To find a local, authorized UPS or FedEx shipping outlet, refer to the following websites:

- UPS: http://www.ups.com/using/services/locate/locate.html
- FedEx: http://www.fedex.com/Dropoff/start?locale=en_US

In all cases, Caretakers must maintain a copy of the UPS or FedEx return receipt. All non-consumable materials shall be returned in the same condition as delivered with the exception of normal wear and tear. Caretakers will be responsible for, and may be invoiced for, any damage to the materials.

Caretakers shall be responsible for keeping all packing materials provided by Connections Academy and returning all equipment in its original packaging. If the original packaging is not available, parents must purchase replacement packaging at an authorized UPS or FedEx center at their own expense. Caretakers will be invoiced for any damages resulting from improper packaging and/or shipping procedures. If materials and/or equipment are not received by Connections Academy and the UPS or FedEx receipt bearing a valid tracking ID is not available, the parent or legal guardian will be responsible for the cost of replacing any missing materials and/or equipment.

The failure to complete a timely return of any equipment or materials upon request shall constitute a theft and may result in invoicing, referral to a collections agency, or legal action as provided in the Parent Due Process section of the State-Specific School Handbook Supplement.

Important: Any computer files that need to be kept by the family should be extracted and any CD/DVD materials must be removed from computers before they are returned to Connections Academy. Neither Connections Academy nor the school has any responsibility for returning any CD/DVD materials returned in the computer, nor to maintain or restore any files.

Connections Academy equipment is *not* available for purchase.

Technology

A virtual school requires the use of technology to promote and support student learning. All school participants, including Caretakers, students, and staff, will use Connexus® and the Internet to communicate and share information. In addition, the student, Caretaker and Learning Coach(es) must all be reachable by phone for required communications with teachers and other school staff.

The school's hardware and software requirements for accessing Connexus[®] can be met by using the equipment provided by the school according to your school's specific agreement. If the school does not provide this equipment, families may use a personal computer, a computer in a public institution, or any other computer as long as the equipment used meets the Connections Academy minimum specifications (see the Use of Personal Equipment section) and permits the student and/or Learning Coach to have access for a period of time adequate for completing the required lessons each day and throughout the year. Due to certain licensing restrictions, some of the additional software provided with the school computer may not be available for use on personal computers. Families with computers provided by Connections Academy may contact Support Services if they have specific questions about the computer's software or hardware.

10.2.1 Use of Connexus®

Regular use of Connexus® is required in order to participate in the school. The school provides training on using Connexus®, and users are required to complete this training. Anyone using Connexus® must also comply with the Terms of Use Policy (Appendix 2). By using Connexus®, users agree that they have read, understood, and will comply with these terms.

Connexus[®] is generally available 24 hours a day, except for a regularly scheduled weekly maintenance window from 4:00–7:00 a.m. (ET) on Sunday mornings. There may be other scheduled maintenance times when Connexus[®] will not be available; these scheduled maintenance times will generally occur in the early morning or on weekends. Users will be notified in advance of any maintenance that is anticipated to disrupt service for an extended period of time.

Security and Privacy

Security and privacy are very important to maintaining the integrity of the information stored in Connexus[®] and are taken very seriously at Connections Academy schools. Each Connexus[®] user is responsible for keeping his or her user name and password confidential; this responsibility includes frequently changing the password to prevent unauthorized use. User names and passwords should generally not be provided to anyone at any time, although students may

occasionally provide this information to their Learning Coaches. However, neither Learning Coaches nor any other user should ever log in to Connexus[®] using the user name and password of another person. Additionally, Learning Coaches are responsible for taking reasonable precautionary measures to ensure that students do not obtain their Learning Coach's passwords. Everyone using Connexus[®] should be aware of the Privacy Policy, which is included as Appendix 3 of this Handbook, as well as on the log in page of Connexus[®]. Connections Academy agrees that it will comply with the terms of this Privacy Policy.

Parents and students having difficulty using Connexus[®] should be sure they have completed all available trainings and accessed the help resources available from their home pages. If, after completing the training and accessing the help resources, parents and/or students are still unable to resolve their problems, they should consult their teachers for questions relating to the educational program or contact Support Services for any technical questions.

10.2.2 Technology Provided by Connections Academy*

*See the Handbook Supplement for additional school-specific information.

10.2.3 Use of Connections Academy Equipment and Installed Software

At some schools, households are provided with temporary use and possession of equipment and software provided by Connections Academy. All equipment and software provided to households shall at all times remain the property of Connections Academy.

School Equipment

Parents or legal guardians are responsible for confirming that any equipment provided by Connections Academy matches the Packing List. They must notify Connections Academy Support Services within seven (7) school days of receipt of equipment of any discrepancies between the Packing List and what was actually received, or if any equipment does not arrive in good working condition.

Though Connections Academy may provide used equipment for student use, any equipment provided will be in good working condition and should function in accordance with the requirements of the school's educational program. Used equipment is supplied with only Connections Academy-authorized software installed. All computer hard drives are erased and reconfigured prior to being shipped to the next user.

The only authorized location for any materials is the address to which the materials were shipped by Connections Academy. Any movement of materials to any other location within the state must be specifically authorized by Connections Academy, and stationary computer equipment (desktop computer and monitor) can never be taken out of the state. Laptops, where provided, may move temporarily with the student as long as the student has completed the Location Change Request Form, has been approved for the Location Change by the school leader, and the student remains actively enrolled in the school. Please contact your school leader to obtain a Location Transfer Request form if you expect to move (see section 2.5.7, Location Change).

Failure to obtain authorization can result in the repossession of, or invoicing for, the materials. Parents or legal guardians are responsible for providing the school with up-to-date contact information (address, phone numbers, e-mail addresses, etc.), including any validation for that contact information as required by the school, and keeping the information updated on the Student Information Form in Connexus[®].

Any equipment provided by Connections Academy is to be used only for school purposes, although limited access to personal e-mail using a personal ISP and web-based e-mail account is permitted. However, the use of Microsoft® Outlook®, Microsoft Outlook® Express, or any other e-mail program that is installed directly onto the computer ("unauthorized e-mail") is not permitted.

The use of unauthorized e-mail programs risks contaminating the Connections Academy computer with a virus, which could result in charges for repairs to the computer and additional penalties. Anyone using any unauthorized e-mail programs risks permanently losing any e-mail if the Connections Academy computer has to be restored, reimaged, or returned for repair. Connections Academy will not be responsible for loss of any such e-mails.

Software

All software settings, default configurations, and administrative privileges will be maintained at the original settings unless a change is authorized by Technical Support.

Connections Academy equipment may contain software that permits remote access to the equipment, permits its use to be monitored, or enables it to be shut down remotely. Personal information is not collected or maintained by Connections Academy, and any access is only for the purpose of making repairs, verifying acceptable use, or disabling equipment.

Each software application provided by Connections Academy must be used in accordance with the license and/or use agreement that accompanies that software application. Breaking a license agreement is an illegal act and is punishable by law. Under no circumstances can parents/legal guardians/students redistribute any software provided to them by Connections Academy.

Modification of any equipment or software without Connections Academy's consent is strictly prohibited and may result in financial charges to the household for any required repairs.

The Technical Support representatives must retain an administrative account on each computer. Under no circumstance will Connections Academy provide administrator rights over the system configuration. Users who refuse to provide passwords to Connections Academy when requested or who tamper with the administrative account access will forfeit their rights to the assistance provided by Support Services and may be required to return all Connections Academy computer equipment.

Software installation may also be required when adding approved external hardware. Approved external hardware includes, but is not limited to, printers, keyboards, mice, and USB devices. When purchasing these external hardware devices, families may contact Technical Support

representatives, who may assist with installation if staff resources are available. The maintenance of such additional devices is solely the responsibility of the purchaser. In no case may any hardware be installed that requires the computer to be opened.

Educational software not provided by Connections Academy may be installed only if specifically authorized by Technical Support. The decision to permit the installation is solely determined by Technical Support. Parents or legal guardians will be responsible for the costs of any repairs required as a result of unauthorized software installation.

10.2.4 Use of Personal Equipment and Software*

*See the Handbook Supplement for additional school-specific information.

Parents or legal guardians may use their own equipment and software as long as they meet the minimum requirements detailed in this section. Connections Academy has no responsibility for providing any support for equipment or software that is not provided by Connections Academy.

If parents or legal guardians do not have access to equipment and software that meets the minimum specifications and the school does not provide it, their student(s) may be eligible to apply for a hardship scholarship.

Using the minimum specifications instead of the recommended specifications, especially in terms of Internet connectivity, may impede some of the supplementary resources available online such as video streaming. Headsets with microphones are provided where two-way audio use is required by Connections Academy. The most up-to-date information on technology requirements is available online via our Online Help for Learning Coaches. Type "system requirements" into the search field to access this information.

WINDOWS

WINDOWS					
HARDWARE REQUIREMENTS WINDOWS	MINIMUM SPECIFICATIONS	RECOMMENDED SPECIFICATIONS			
Processor Speed	1.5 GHz Intel® Pentium® IV processor or equivalent	Dual-Core Intel® /AMD® processor or better			
RAM	1 GB	2 GB or better			
CD-ROM	8X or better CD-ROM	8X or better CD-ROM			
Monitor	15-inch color display	17-inch color display			
Video	XGA (1,024 x 768 resolution or higher)	XGA (1,024 x 768 resolution or higher)			
Audio	16-bit sound card; speakers	16-bit sound card; speakers			
Printer	black inkjet printer	black inkjet printer or better			
Internet Connection	high-speed Internet via DSL or cable modem	high-speed Internet via DSL or cable modem			

OTHER REQUIREMENTS				
Operating System	Microsoft Windows® Vista, 7, or 8			
Browser	Microsoft Internet Explorer® (version 8 or higher) for Windows Mozilla Firefox® (version 10 or higher) for Windows Google Chrome® (version 10 or higher) for Windows			
Software	Microsoft® Office 2003, 2007, 2010, or productivity software compatible with Microsoft® Word®, Excel®, and PowerPoint®			
Media Players	latest versions of Windows Media® Player and Macromedia® Flash® Player (both free applications)			
Document Reader	latest version of Adobe® Acrobat® Reader® (free)			

MAC

WAC				
HARDWARE REQUIREMENTS MAC	RECOMMENDED SPECIFICATIONS			
Processor Speed	1.5 GHz processor or better			
RAM	512 MB or better			
CD-ROM	8X or better CD-ROM			
Monitor	17-inch color display			
Video	XGA (1,024 x 768 resolution or higher)			
Audio	16-bit sound card; speakers			
Printer	black inkjet printer or better			
Internet Connection	high-speed Internet via DSL or cable modem			
OTHER REQUIREMENTS				
Operating System	Mac OS X 10.5 or later			
Browser	Apple Safari® (version 4 or higher) Mozilla Firefox® (version 10or higher) Google Chrome® (version 10 or higher)			
Software	Microsoft® Office 2008 or productivity software compatible with Microsoft® Word®, Excel®, and PowerPoint®			
Media Players	latest versions of Flip4Mac® Player and Macromedia® Flash® Player (both free applications)			
Document Reader	latest version of Adobe® Acrobat® Reader® (free)			

10.2.5 Use of the Internet*

Internet Safety

Users should be aware that **some material accessible through the Internet may contain items that are illegal, obscene, defamatory, inaccurate, or potentially offensive to some people. Some of this material may be harmful if accessed by minors.** In addition, it is possible to purchase certain goods and services via the Internet, which could result in unwanted financial obligations for which a student's Caretaker would be liable. Connections Academy believes that the benefits to Users from access to the Internet, in the form of information resources and opportunities for Users' collaboration, exceed the disadvantages. However, all Users must understand and practice acceptable and ethical use.

^{*}See the Handbook Supplement for additional school-specific information.

To help all users understand acceptable and ethical use, Connections Academy offers an *Internet Safety* course, which all Connections staff members are required to take. Connections strongly recommends that all parents/guardians and Learning Coaches also take this course, which is available in the To Do section of Caretaker and Learning Coach's home page. Caretakers and Learning Coaches may also review all Internet sites that their student(s) may visit in each course by clicking on the "backpack" icon in each course. While Connections Academy has carefully screened these sites and believes they are appropriate for students, this tool makes it easy to review all links. Parents/guardians and/or Learning Coaches who are uncomfortable with any of the linked sites should contact their child's teacher to discuss alternatives.

Connections Academy also strongly recommends that Caretakers and Learning Coaches monitor their minor student's Internet time. To that end, Connections Academy will support and respect each family's right to decide how to manage access. To assist Caretakers in ensuring safe and appropriate use of the Internet, Connections Academy provides the following:

- An Internet Safety Course, which all Learning Coaches are urged to complete. A link to the course is provided on the Learning Coach home page at the beginning of the school year (or when the student first enrolls) and is always available to Learning Coaches through the Virtual Library.
- All computers provided by Connections Academy are configured with heightened security settings for their Internet Explorer browser. There are additional levels of security that can be added beyond this level which will further help block offensive content. For more information please call Technical Support at 800-382-6010.
- All computers provided by Connections Academy have Internet filtering software installed. This software can be activated upon request. If you wish to activate the filtering software, call Technical Support at 800-382 6010. Please be aware that Internet filtering software will also block some content that does not violate the Connexus[®] Terms of Use.

Internet Requirements

Use of the Internet is a requirement for the Connections Academy program. Caretakers are responsible for arranging for Internet service to be available during the school year. Internet service must meet minimum standards for speed, availability, and compatibility to meet Connexus[®] requirements. These minimum standards include the following:

- 56 K connection
- The ability to maintain at least a 48 K dial-up connection speed for at least 150 hours per month per household during the school year. (High-speed Internet service is strongly recommended.)
- The use of a firewall that will permit access to Connexus[®].

Internet Service Providers (ISPs)

Some equipment provided by Connections Academy comes with preinstalled access to several suggested Internet Service Providers (ISPs). There is no requirement to use any of these ISPs; however, there are some ISPs with known problems in accessing Connexus[®]. Contact Support

Services for any questions concerning the selection of ISPs. Connections Academy is not responsible for problems with or maintenance of Internet service accounts. The ISP should be contacted directly for help with these issues.

Use of the Internet may also result in the installation of malware if proper procedures are not followed. Caretakers may contact Support Services for assistance with configuring a computer to limit malware, which can include pop-up ads, spyware, and other inappropriate material. (See Appendix 4 for additional information concerning malware.)

Internet Subsidy*

*See the Handbook Supplement for additional school-specific information.

In some schools, Connections Academy provides payment of an Internet subsidy, but there must be at least one student enrolled in the school at the time of the payment. The Internet subsidy will be paid according to a payment schedule determined by Connections Academy. If a student enrolls after the start of the school year, the Internet subsidy will be prorated; however, due to the high cost of processing small payments, no prorated payments will be made for amounts less than \$5.00. Some students may be allowed a higher reimbursement for high-speed service if it is required by their Individualized Education Plan (IEP) or if they are receiving additional remediation services that require high-speed service. The school will notify any parents or legal guardians who are eligible for additional reimbursement.

The Internet subsidy may be terminated by Connections Academy if the Caretaker(s) are in breach of the provisions of the Parent/Legal Guardian (Caretaker) Acknowledgment and/or the School Handbooks. As permitted by State law and/or regulation, if Connections Academy has invoiced a household for damage to or theft of a school-provided computer or any other school asset(s), Connections Academy may withhold payment of the Internet subsidy until the invoice is fully satisfied, and/or may apply the Internet subsidy towards payment of the outstanding invoice.

10.2.6 Compliance with Connexus® Terms of Use

Any use of Connexus[®], Connections Academy equipment, or Internet using Connections Academy equipment must be in compliance with Connexus[®] Terms of Use, which is included in Appendix2. Any violation of the Connexus[®] Terms of Use while using Connections Academy computer equipment may result in warnings, usage restrictions, the loss of a computer or Internet subsidy (where provided by Connections Academy), confiscation of the equipment, expulsion from the school, as well as other disciplinary actions or legal proceedings. The determination as to whether a use is in violation of this policy and the penalties imposed are at the sole discretion of the school and are subject to the guidelines of the Parent Due Process section of the State-Specific School Handbook Supplement.

10.2.7 Malfunction/Damage/Loss/Theft of School Equipment and/or Installed Software

Caretakers are solely liable for any loss, damage, or misuse of computer equipment provided by Connections Academy while in their possession or the possession of students or Learning Coaches.

Accidental Damage to Equipment

Where damage to the equipment and/or software is not intentional (accidental) but is caused by user negligence or carelessness, the school will limit parent or legal guardian liability for repairs for the first instance to a maximum of \$250 plus the cost of shipping. The school will cover the portion of the cost over \$250 for the first incident.

For all subsequent accidental damage, the school will invoice the Caretakers for the full cost of the repair or replacement plus the cost of shipping.

Accidental damage to equipment includes *but is not limited* to damage caused by carelessness or negligence such as leaving equipment in an area where it is exposed to excessive heat or cold, damage to equipment caused by spills or liquid, dropping equipment, etc.

Not Accidental Damage to Equipment

Where damage to the equipment and/or software is caused by a user and is not accidental or is the result of repeated failures to follow the school's policies and directions, the Caretakers will be invoiced for the full cost of the repair or replacement plus shipping.

Examples of such damage include, but are not limited to, vandalism or malicious destruction, opening the computer casing, installation/removal of internal hardware components, installation/removal of software without the school's permission, and/or manipulation of system BIOS settings. Caretakers may appeal a determination of damage as not being accidental by following the procedures in the Parent Due Process section.

Loss or Theft of Equipment

On the first occurrence, where there has been a loss or theft of Connections Academy equipment, Caretakers will be responsible for a maximum replacement charge plus the cost of shipping a replacement, provided that the following information is submitted to the school:

- a copy of a filed police report or insurance loss report; and
- documentation from the insurance carrier confirming that no reimbursement is available under homeowner's or renter's policies or a notarized letter from the parents or legal guardians indicating that they are not insured.

If this documentation is not provided—or if there are any subsequent incidents of loss or, theft—parents or legal guardians will be responsible for the full replacement cost of any equipment and software.

Removal of Malware

Connections Academy will charge Caretakers for requests to remove malware that they have installed accidentally or intentionally on Connections Academy's equipment according to the following schedule:

• First incident: no charge

• Second incident: twenty-five dollars (\$25)

• Third incident: fifty dollars (\$50)

Further offenses may provide grounds for repossession of the affected equipment, including any charges for return shipping. Refer to Appendix 4 in this Handbook for further information.

Notice to School

Caretakers must notify Connections Academy (via WebMail message or by calling Support Services) of any malfunction, loss, or damage to computer equipment from any cause whatsoever within seven (7) school days of the loss or occurrence of the damage. Caretakers must contact Technical Support for any and all repairs and must follow all instructions for repair as directed by the Technical Support representatives. Parents or legal guardians must not contact the manufacturer or a third party to repair the computer equipment unless instructed to do so by a Technical Support representative. If Caretakers do not comply with this policy and if there is any evidence of manufacturer or third party involvement, the school may void the damage limitation it offers for accidents and may invoice the Caretakers for the full cost of repair or replacement.

Payment of School Invoices

Where Caretakers are invoiced for any repair by the school, payment will be due within five (5) days from the date of receipt of an invoice from Connections Academy. All outstanding invoices must be paid before additional repair services or a replacement computer can be provided. Failure to pay any outstanding invoice will be handled as provided for in the Parent Due Process section of the State-Specific School Handbook Supplement.

10.2.8 Contacting Support Services

Support Services can be reached by calling 800-382-6010 and then selecting the appropriate menu selection for Support Services, by e-mailing support@connectionseducation.com, or by using the WebMail message feature in Connexus and sending a message to Support Services (included in the WebMail address book under Parent and Student Services).

The Support Services Team is available during the school's calendar year from 9:00 a.m.-6:00 p.m. (ET). Voicemail messages can be left for Support Services at any time.

The Support Services Team should be called for the following reasons:

- Equipment or materials supplied by Connections Academy do not match the items listed on the Packing List.
- A user cannot log in to Connexus[®].
- Equipment, software, or materials supplied by Connections Academy do not function or have been damaged or lost (be sure to check any training resources or the Online Help section of Connexus[®] first).

- A request needs to be made to transfer equipment or materials to another location.
- A request needs to be made to authorize the installation of hardware or software on equipment supplied by the school.
- More information is needed about obtaining an ISP or assistance is needed with creating ISP accounts for providers preinstalled on school equipment.

When contacting Support Services via e-mail, WebMail message, or voicemail message, please clearly describe the issue and provide specific contact information for a Support Services representative to respond to your issue. When submitting a service request, families should provide the following information:

- Caretaker and student name
- phone number (including extension), e-mail address, and state or school
- brief description of the problem (If contacting Support Services via e-mail, include this information in the e-mail subject line.)
- issue tracking ticket number if the issue is a continuation of an existing request (If contacting Support Services via e-mail, include this information in the e-mail subject line, in the voicemail message, or to the Support Services representative.)
- level of severity (see below for definitions)
- detailed description of the problem, including any steps required to reproduce the problem

The Support Services representatives' response times depend on the severity of the issue. The support representative will determine the problem's severity based on the guidelines set forth below. Please note that these time frames are targeted service request response times and not resolution times.

Severity Level	Description	Preferred Contact Method	Response Times
Urgent	Issue has a significant impact on current productivity. Very difficult to work around; system unusable.	Phone	Immediate
Important	Problem impact is high. Production is proceeding but in an impaired fashion. Workarounds are available.	Phone or e-mail	4–24 hours
Not Urgent	Issue does not have significant current productivity impact. Examples include product enhancements, usage questions, and cosmetic problems.	E-mail or feedback	Within 24 hours

Appendix 1 – FERPA Annual Notification and Policy

Last Reviewed and Updated: November 21, 2012

This FERPA Annual Notification and Policy may be updated periodically. The most current version is always available from the login page of Connexus[®]. Any changes will be effective as soon as they are posted in Connexus[®].

Connections Academy schools (collectively referred to as "the School") comply fully with the Family Educational Rights and Privacy Act ("FERPA").

Overview

FERPA is a Federal law that is administered by the Family Policy Compliance Office (Office) in the U.S. Department of Education (Department). 20 U.S.C. section 1232g; CFR Part 99. FERPA applies to educational agencies and institutions (e.g., schools) that receive funding under any program administered by the Department.

FERPA gives custodial and non-custodial parents alike certain rights with respect to their children's education records, unless a school is provided with evidence that there is a court order or State law that specifically provides to the contrary. Otherwise, both custodial and noncustodial parents have the right to:

- 1. Access and inspect their children's education records;
- 2. Consent to the disclosure of personally identifiable information from the records (except in certain circumstances specified in the FERPA regulations, some of which are discussed below);
- 3. Seek to have the records amended; and
- 4. File a complaint with the Department.

When a student reaches 18 years of age or attends a postsecondary institution, he or she becomes an "eligible student", and all rights under FERPA transfer from the parent to the student. The term "education records" is defined as those records that contain information directly related to a student and which are maintained by an educational agency or institution or by a party acting for the agency or institution.

FERPA generally prohibits the improper disclosure of personally identifiable information derived from education records. Thus, information that an official obtained through personal knowledge or observation, or has heard orally from others, is not protected under FERPA. This remains applicable even if education records exist which contain that information, unless the official had an official role in making a determination that generated a protected education record.

RIGHT TO INSPECT AND AMEND EDUCATIONAL RECORDS

Under FERPA, the school must provide a parent, legal guardian, or Eligible Student with an opportunity to inspect and review his or her child's educational records within forty-five (45) calendar days following its receipt of a request. The school is required to provide a parent with copies of education records, or make other arrangement if a failure to do so would effectively prevent the parent from obtaining access to the records.

Parents, legal guardians, and Eligible Students possess the right to request and receive from the School the following: (1) an explanation of information in the student's education records; (2) a copy of all or part of the student's education record; and (3) a list of the types and locations of the student's education records collected, maintained, or utilized by the School.

A written request identifying the records to be inspected must be provided to the School. The school official will arrange for access and will notify the parent or Eligible Student of the time and place where the records may be inspected. If copies are requested, the School may charge the requesting party reasonable copying costs.

Parents or Eligible Students requesting an amendment should complete the *FERPA Request to Amend Educational Record Form* available in the Virtual Library and clearly identify the part of the record they want changed, and specify why it is inaccurate or misleading and submit this to the School Principal. If the School decides not to amend the record, the parent, legal guardian, or Eligible Student shall be notified in writing and shall be required to file a *Request for FERPA Formal Hearing Form*, found in the Virtual Library under Forms to request and receive a records hearing review. At this time, additional information shall be provided to the parent, legal guardian, or Eligible Student regarding the hearing process procedures.

FERPA was intended to require only that schools conform to fair recordkeeping practices and not to override the accepted standards and procedures for making academic assessments, disciplinary ruling, or placement determinations. Thus, while FERPA affords parent the right to seek to amend education records which contain inaccurate information, this right cannot be used to challenge a grade, an opinion, or a substantive decision made by a school about a student. Additionally, if FERPA's amendment procedures are not applicable to a parent, legal guardian or Eligible Student's request for amendment of education records, the school is not required under FERPA to hold a hearing in the matter.

DISCLOSURE WITHOUT CONSENT

Parents or Eligible Students possess the right to prevent disclosure of educational records to third parties except to the extent that FERPA authorizes disclosure without consent. The following are examples, including but not limited to, instances that do not require the School to obtain prior written consent. A school may release education records to/for:

School officials with legitimate educational interests. School officials include the
following: persons employed by the School, whether paid or unpaid, administrator,
supervisor, instructor, support staff or school Board of Directors members;
authorizing bodies or districts, vendors employed by or under contract with the
school, such as an attorney, auditor, consultant, etc.; or a parent, student or volunteer

serving in an official school capacity. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibilities for the school.

- Other schools when a student graduates or transfers. Upon request, the school
 discloses education records without consent to officials of another school district in
 which a student seeks or intends to enroll. Upon receipt of the request, the School will
 make reasonable attempts to notify the parent or the Eligible Student of the request
 and the date the records were forwarded.
- Appropriate parties in connection with financial aid
- Accrediting institutions
- Compliance with a judicial order or lawfully issued subpoena
- Appropriate officials in the case of a health or safety emergency
- Charter school authorizers and/or state and local authorities within a juvenile system pursuant to applicable state law

DIRECTORY INFORMATION

FERPA permits the School to designate certain information contained in student educational records as Directory Information. Directory Information is generally defined as information not considered harmful or an invasion of privacy if released.

FERPA permits a School to disclose Directory Information for any purpose to third parties, unless the parent, legal guardian, or Eligible Student has exercised the right to opt out of the release of their Directory Information. A parent, legal guardian, or Eligible Student may opt out of having his/her Directory Information released by completing the *Authorization to Withhold Directory Information Form* found in the Permissions Manager section of the Student Information Form (SIF). If refusal is requested, the Directory Information will not be disclosed except with the consent of the parent, legal guardian, or Eligible Student or as otherwise allowed by FERPA. This is an annual election.

The following information regarding students is considered Directory Information by Connections Education LLC and its affiliated schools:

- student name
- student city of residency
- student webmail address
- student telephone number
- student grade level

If an opt-out form is not received, the School will assume that there is no objection to the release of the designated Directory Information.

Federal law requires schools receiving federal monies to provide military recruiters, upon request, with the following three categories of Directory Information for high school students:

- student name
- student address
- student telephone number

However, the law affords parents/legal guardians the option to refuse disclosure of such information by completing the *Authorization to Withhold Directory Information Form.*

DISCLOSURE WITH CONSENT

Written consent or a subpoena must be obtained prior to the release of personally identifiable information to any party not in the Disclosure without consent list or not categorized as Directory Information.

Prior to requesting consent, the School shall provide the parent, legal guardian, or Eligible Student a written request form that requires the following information:

- A specific description of the information or record to be released.
- The party or agency to which the information will be released and their address.
- The written request must be signed and dated by the requestor.

Prior to complying with a subpoena requesting the release of student education records, the school will notify the parent, guardian, or Eligible Student and provide seven (7) to ten (10) calendar days, depending on the situation, to quash such subpoena.

CUSTODY, DEPENDENCY AND POST SECONDARY COURSE RECORDS

FERPA rights are extended to both the custodial and noncustodial parent unless the School is provided with a judicial court order, state statute, or legally binding document that specifically revokes a noncustodial parent's FERPA rights.

In order for a parent or guardian to continue to have access to an Eligible Student's educational records, the parent or guardian has to demonstrate dependency as defined in section 152 of the Internal Revenue Code by producing the most recent tax return or completing the forms at the Family Compliance Office website (this does not apply to emancipated minors), or the student has to execute an *Authorization to Release Educational Records of Eligible Students to Parents/Legal Guardians Form*.

If a student takes a course at a postsecondary institution, the FERPA rights are accorded to the student for any such course. In order for Connections Education LLC, parents, or any third parties to get access to such educational records, the student is required to complete an *Authorization to Release Post-Secondary School Records Form*.

RIGHT TO FILE A COMPLAINT

Parents, legal guardians, or Eligible Students who have concerns or questions should send an email to legal@connectionseducation.com. Additionally, parents, legal guardians, or Eligible Students may file a complaint with the following:

Family Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, D.C. 20202-4605 Phone: 202-260-3887

Appendix 2 - Connexus® Terms of Use

These Terms of Use may be updated periodically. The most current version is always available from the login page of Connexus[®]. Any changes will be effective as soon as they are posted in Connexus[®].

Last Reviewed and Updated: January 25, 2013.

NOTE: This policy is pending final board approval.

APPLICABLE TO ALL USERS

Acceptance of Terms

By using this Education Management System ("Connexus®"), you (hereinafter referred to as the "User" or "Users") agree to all terms, conditions, and notices contained or referenced in these Terms of Use ("Terms"). These Terms apply to your use of Connexus® and all materials, information, software, content, products, and services that are owned or licensed by Connections Education LLC ("Connections") and included in, or available through, Connexus ("Connections Content") as well as any content owned or licensed by a 3rd party content provider that is included in, or available through Connexus with that 3rd party's permission ("3rd Party Content") (Connections Content and 3rd Party Content collectively, "the Content"). If the User is a minor, he or she shall be the responsibility of his or her parent/guardian, who shall ensure that the User adheres to the Terms.

Any 3rd Party Content uploaded or otherwise made available by a 3rd Party is and remains the sole property of the 3rd Party or the 3rd Party licensors. By uploading or otherwise making available any 3rd Party Content, you automatically grant and/or warrant that the owner has granted Connections, the perpetual royalty-free, non-exclusive right and license to use, reproduce, publish, distribute, display, and transmit the 3rd Party Content through the channel into which you have uploaded or authorized Connections to upload the 3rd Party Content. You also permit any User of Connexus with access to that channel, subject to your restrictions, to access, view, store, and reproduce the 3rd Party Content to the same extent permitted herein. To the extent provided for in the specific terms of the governing agreement between Connections and 3rd Party, 3rd Party Content may be removed, obscured, altered or modified by the 3rd Party, subject to the terms and conditions set forth herein with respect to the use of Connexus. Connections reserves the right to change these Terms at any time, effective upon posting the updated Terms on the Connexus log-in page. The most current version is always available by clicking on the Terms of Use link located at the bottom of the log-in page of Connexus.

Permitted Use

Connexus is to be used for the purpose of accessing the education program licensed by or for the benefit of the User(s). Connections grants the User the non-exclusive, non-transferable, limited license to access, visit, use, view, and print the Content, solely for the User's own personal non-commercial use in connection with such education program, provided the User keeps intact all

copyright and other proprietary notices. Use of the Content or materials for any purpose not expressly permitted in these Terms is prohibited.

Users may not (1) remove, obscure, or alter the Content in any way except as agreed to in writing by Connections, (2) use Connexus in any manner that could damage, disable, overburden, or impair any Connections server or the network(s) connected to any Connections server, or interfere with any other party's use and enjoyment of Connexus, 3) gain or attempt to gain unauthorized access to any accounts, computer systems, or networks connected to any Connections server through hacking, password mining, or any other means, or 4) obtain or attempt to obtain any materials or information through any means not intentionally made available through Connexus.

Any use of Connexus for the following purposes is strictly prohibited. By using Connexus, you agree that you will NOT

- display pornographic, obscene, sexually explicit material, or any material harmful to minors
- impersonate any person or entity (through the use of their password or other means), including any employee or representative of Connections
- copy or distribute content included in Connexus (including postings on the Message Boards, WebMail messages, or curriculum materials, including answer keys) without the owner's permission
- solicit or collect information about the Users or members of this site, especially for the purpose of transmitting, or facilitating transmission of, unsolicited or bulk electronic email or communications
- use the school-provided communication services in connection with surveys, contests, pyramid schemes, chain letters, junk e-mail, spamming, or any duplicative or unsolicited messages (commercial or otherwise)
- upload files that contain viruses, Trojan horses, worms, time bombs, cancelbots, corrupted files, or any other similar software or programs that may damage the operation of another's computer or property
- solicit or collect personal information (including name, address, and phone number) from anyone under eighteen (18) years of age without verified parental consent
- display threatening or offensive material, including using swear words, offensive, vulgar, or obscene language
- display racist, prejudiced, or discriminatory messages or pictures
- violate any state or federal law
- reveal another User's or a minor's personal address, phone number, or similar information to others without their consent or verified parental consent.
- violate any copyright, trademark, patent, trade secret, or other intellectual property laws
 or otherwise use intellectual property of another individual or entity without the owner's
 permission—this includes providing links to and including other copyrighted or
 trademarked material from third parties in Connexus (including posting on the Message
 Boards or in WebMail messages) without permission as well as using any trademarks,

service marks, or other marks in social media or other websites without the owner's permission

- trespass in another's folders, work, or files
- promote commercial activities except as agreed to in writing by Connections
- advertise products or services or engage in political lobbying
- defame, harass, insult, abuse, stalk, threaten, attack, or otherwise violate the legal rights (such as privacy and publicity) of another person or interfere with another person's work, including, but not limited to, sending unwanted WebMail messages or e-mail
- provide material support or resources to (or conceal the nature, location, source, or ownership of material support or resources of) any organization(s) designated by the United States government as a foreign terrorist organization pursuant to section 219 of the Immigration and Nationality Act.

Each User will have a user name and password (the "Log-in Information") for the purpose of accessing Connexus and the Content. Users must keep all Log-in Information strictly confidential, and all Log-in Information may be used only by the assigned User. Users are responsible for maintaining the security and confidentiality of all Log-in Information and for preventing access to Connexus and/or the Content by unauthorized persons using a User's Log-in Information. Users are responsible for any and all activities that occur under their account. Users must notify Connections immediately of any unauthorized use of their account or any other breach of security. Notwithstanding the foregoing, certain employees of Connections will be permitted to "log in as" someone other than themselves, after receiving the approval of their supervisor and undergoing specific training.

Proprietary Rights

The User acknowledges and agrees that certain of the information available in Connexus is protected by various copyrights, trademarks, service marks, patents, trade secrets, or other intellectual property rights and laws and may only be used as permitted by law and with the permission of the owner. Except as expressly authorized by Connections, Users may not sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from or otherwise exploit the Content or features in Connexus in any form or medium. Users are fully responsible for their own use and for ensuring such use does not infringe on the rights of Connections or third parties. In addition to potential legal action, any unauthorized use including copying or reposting of Connections or third-party intellectual property may result in one or more of the following: termination of access to Connexus, school-based disciplinary action, and/or removal from the school, course offering or program of study.

Copyright Infringement

Content is owned or controlled by Connections or the third party credited as the provider of the Content, and its contents may not be copied, reproduced, distributed or modified in any way without the express written consent of Connections. If you have any copyright concerns about any materials posted on Connexus by others, please let us know. We comply with the provisions of the Digital Millennium Copyright Act applicable to Internet service providers (17 U.S.C.

512). Unless otherwise stated in any specific DMCA designation provided by Connections, please provide us with written notice ("Notice") by contacting our Designated Agent at legal@connectionseducation.com.

To be effective, the Notice must include the following:

- A physical or electronic signature of the owner, or a person authorized to act on behalf of the owner, ("Complaining Party") of an exclusive right that is allegedly being infringed upon;
- Information reasonably sufficient to permit Connections to contact the Complaining Party, such as an address, telephone number, and if available, an electronic mail address;
- Identification of the allegedly infringing material on Connexus ("Infringing Material"), and information reasonably sufficient to permit Connections to locate such material on Connexus:
- Identification of the copyrighted work claimed to have been infringed upon ("Infringed Material"), or if multiple copyrighted works on Connexus are covered by a single Notice, a list of each copyrighted work claimed to have been infringed (please be specific as to which Infringing Material is infringing on which Infringed Material);
- A statement that the Complaining Party has a good faith belief that use of Infringing
 Material in the manner complained of is not authorized by the copyright owner, its agent,
 or the law; and
- A statement that the information in the Notice is accurate, and under penalty of perjury, that the Complaining Party is the owner or is authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

Trademarks

Connexus contains trademarks and service marks of Connections and of third parties. These marks may only be used in accordance with Connections' <u>Trademark Usage Guidelines</u> within the Website Terms of Use on the public website. For permission to use the Connections name or logo or any Connections marks outside of the Trademark Usage Guidelines, contact <u>legal@connectionseducation.com</u>. Any use of any Connections marks that does not comply with the Trademark Usage Guidelines is strictly prohibited.

Links

Connexus may contain links to other websites or other resources that are provided for the User's convenience. Unless otherwise noted, these linked sites are not under the control of Connections and Connections is not responsible for the content available on third-party-linked sites. Connections makes no representations, warranties, or other commitments whatsoever about any third-party websites or third-party resources that may be referenced, accessible from, or linked to Connexus. A link to a website does not mean that Connections endorses the content, the website owner or use of such website. In addition, Connections is not a party to or responsible for any transactions the User may enter into with third parties, even if the User learns of such parties (or uses a link to such parties) from Connexus. Accordingly, the User acknowledges and agrees that Connections is not responsible for the availability of such external websites or resources, except

where specifically contracted for, and is not responsible or liable for any content, services, products, or other materials on or available from those websites or resources.

Privacy

You agree that your use of Connexus is also subject to the <u>Privacy Policy</u>, which is part of these Terms.

Export Control

Connections controls and operates Connexus from its headquarters in the United States and makes no representation that the Content is appropriate or available for use in other locations. If you use Connexus from other locations, you are responsible for compliance with applicable state and federal laws, including, but not limited to, export and import control laws and regulations of the United States. No software from this site may be downloaded or otherwise exported or reexported (i) into (or to a national or resident of) any country to which the U.S. has embargoed goods; or (ii) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Commerce Department's Table of Deny Orders. By downloading or connecting to Connexus, you represent and warrant that you are not located in, under the control of, or a national or resident of any such country or on any such list.

Warranty and Other Disclaimers

Connections is committed to ensuring the accuracy of all information included in Connexus, subject to the following limitations:

- Connections will use reasonable efforts to keep the information current and to ensure the accuracy or completeness of materials available through Connexus. However, materials available through Connexus are not promised or guaranteed to be correct, current, or complete, and may contain inaccuracies or typographical errors.
- The User acknowledges that Connections is not liable for the conduct of any party using Connexus or for any defamatory, offensive, infringing, or illegal materials contained on Connexus or in any Communication Service, and Connections reserves the right to correct any errors or omissions and remove any materials from Connexus at its sole discretion and without liability of any kind.

Disclaimer of Warranty

USE OF CONNEXUS OR ANY COMMUNICATION SERVICE IS AT THE USER'S SOLE RISK. ALL MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, AND SERVICES ARE PROVIDED "AS IS," WITH NO WARRANTIES OR GUARANTEES WHATSOEVER. CONNECTIONS EXPRESSLY DISCLAIMS TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, STATUTORY, AND OTHER WARRANTIES, GUARANTEES, OR REPRESENTATIONS, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF PROPRIETARY AND INTELLECTUAL PROPERTY RIGHTS. WITHOUT LIMITATION, CONNECTIONS MAKES NO WARRANTIES OR GUARANTEES THAT CONNEXUS WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. THE USER UNDERSTANDS

AND AGREES THAT IF THE USER DOWNLOADS OR OTHERWISE OBTAINS MATERIALS, INFORMATION, PRODUCTS, SOFTWARE, PROGRAMS, OR SERVICES, THE USER DOES SO AT THE USER'S OWN DISCRETION AND RISK AND THAT USER WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES THAT MAY RESULT, INCLUDING LOSS OF DATA OR DAMAGE TO THE USER'S COMPUTER SYSTEM. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF WARRANTIES, SO THE ABOVE EXCLUSIONS MAY NOT APPLY TO THE USER.

Limitation of Liability

UNDER NO CIRCUMSTANCES WILL CONNECTIONS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES THAT RESULT FROM THE USE OF OR INABILITY TO USE CONNEXUS OR ANY COMMUNICATION SERVICE. THIS LIMITATION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF CONNECTIONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. BECAUSE SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, CONNECTIONS' LIABILITY IN SUCH JURISDICTIONS SHALL BE LIMITED TO THE EXTENT PERMITTED BY LAW.

Release

THE USER HEREBY RELEASES AND FOREVER DISCHARGES CONNECTIONS, ITS AFFILIATES, EMPLOYEES, CONTRACTORS, OFFICERS AND DIRECTORS, AGENTS, SUCCESSORS, AND ASSIGNS ("RELEASED PARTIES"), FROM ALL ACTIONS, CAUSES OF ACTION, INJURIES, CLAIMS, DAMAGES, COSTS, OR EXPENSES OF ANY KIND GROWING OUT OF OR RELATED TO THE USER OR USER'S MINOR CHILD(REN)'S USE OF CONNEXUS OR ANY COMMUNICATION SERVICE. THE USER UNDERSTANDS THAT THIS IS A FULL AND COMPLETE RELEASE TO THE MAXIMUM EXTENT ALLOWED BY LAW OF ALL CLAIMS AND DAMAGES TO WHICH YOU OR YOUR MINOR CHILD(REN) MAY HAVE AS A RESULT OF HIS OR HER USE OF CONNEXUS REGARDLESS OF THE SPECIFIC CAUSE THEREOF.

Indemnification

Upon request by Connections, the User agrees to defend, indemnify, and hold harmless Connections and its affiliates, employees, contractors, officers, directors, third-party content providers and licensors from all liabilities, claims, and expenses, including attorney's fees, which arise from the User's use or misuse of Connexus, Content, or any Communication Services. Connections reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by the User, in which event the User will cooperate with Connections in asserting any available defenses.

Governing Law, Choice of Law, and Forum

The use of Connexus shall be governed by and construed in accordance with the laws of the State of Maryland, excluding its conflicts of law rules. The User expressly agrees that the exclusive jurisdiction for any claim or action arising out of or relating to the User's use of Connexus shall be filed only in the state or federal courts located in the State of Maryland, and the User further agrees and submits to the exercise of personal jurisdiction of such courts for the purpose of litigating any such claim or action.

Severability and Integration

Except for other agreements signed by the User with Connections, these Terms constitute the entire agreement between the User and Connections with respect to use of Connexus. If any part of these Terms is held invalid or unenforceable, that portion shall be construed in a manner consistent with applicable law to reflect, as nearly as possible, the original intentions of the parties, and the remaining portions shall remain in full force and effect.

Termination of Use

If the User violates these Terms, the User may be barred from future use of Connexus and/or subject to legal action. Cause for such suspension, termination and/or deletion shall include, but not be limited to, (a) breaches or violations of the Terms, or of other incorporated agreements or guidelines, (b) requests by law enforcement or other government agencies, (c) a request by you (self-initiated account deletions), (d) discontinuance or material modification of Connexus (or any part thereof), (e) unexpected technical or security issues or problems, (f) extended periods of inactivity, and/or (g) engagement by you in fraudulent or illegal activities. Termination of your account may include (x) removal of access to all offerings within Connexus, (y) deletion of your password and all related information, files and content associated with or inside your account (or any part thereof), and (z) barring of further use of Connexus. Further, you agree that all terminations for cause shall be made in Connections' sole discretion and that Connections shall not be liable to you or any third party for any termination of your account, or access to Connexus.

ADDITIONAL TERMS APPLICABLE TO THE CONNECTIONS COMMUNITY OF SCHOOLS, INCLUDING ALL NEXUS SCHOOLS, ONLY

WebMail, Message Boards, and Other Communication Services

Connections offers an internal email system, Connections WebMail, through Connexus, as a service to certain Users in connection with those education programs that provide for WebMail service. WebMail allows those Users to interact with other WebMail Users. Connections cannot guarantee the security of any information that such Users disclose in WebMail messages, and the Users do so at their own risk. Sent WebMail messages are accessible only to the author and recipients, as well as other authorized personnel for the purpose of maintaining system integrity and to ensure that Users are acting responsibly and legally as required by these Terms. WebMail messages are also not guaranteed to be private and may be monitored. Messages relating to or in support of illegal or obscene activities or that otherwise violate these Terms may be reported to

the appropriate authorities and may result in the loss of privileges, removal from the User's respective education programs, and/or legal action.

Connections also operates academic Message Boards located within Connexus to facilitate the exchange of ideas, information, and opinions between Users whose respective education program provides access to Message Boards. These Users may only use the Message Boards for structured clubs, activities, and other educational uses as specified by each school department and as described on each Message Board. The Message Boards contain contributions that represent only the opinions of their respective authors and do not express the opinions of Connections. Use of the Message Boards is subject to the rules governing their use as provided when accessing them (see also the Links section below).

In addition to the WebMail system and the Message Boards, Connections may from time to time offer chat areas and/or other message or communication functionality designed to enable Users to communicate with others (each a "Communication Service" and collectively "Communication Services"). The User agrees to use Communication Services only in compliance with these Terms and as described on each Communication Service to post, send, and receive messages and materials that are proper and, when applicable, related to the particular Communication Service.

Any information that you submit to be posted to a Message Board or other Communication Service will be disclosed and available to all Users of that Communication Service and is, therefore, no longer private. We cannot guarantee the security of such information that you disclose or communicate online in public areas, and you do so at your own risk. Connections does not control or endorse the content, messages, or information found in any Communication Service; therefore, Connections specifically disclaims any liability with regard to the Communication Services and any actions resulting from a User's participation in any Communication Services. All participants acknowledge that any reliance upon such content shall be at the sole risk of the person so relying.

Although Connections has no obligation to do so, Connections reserves the right (i) to monitor anything posted to a Message Board or other Communication Services or anything sent via Connections WebMail, and (ii) to remove anything which Connections considers offensive or otherwise in breach of these Terms or for any other reason as Connections deems necessary in its sole and absolute discretion. Connections also reserves the right at all times to disclose any information as Connections deems necessary to satisfy any disciplinary investigation, applicable law, regulation, legal process, or governmental request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, at Connections' sole discretion.

Use of School Work, Interviews, Photographs, and Videos

Users may have the opportunity to provide material for inclusion in Connexus. This material may include the submission of work samples; participation in clubs; postings on the Message Boards; text or other submissions for newsletters, newspapers, and yearbooks; writing WebMail messages; etc. Users represent that they own and/or control all of the rights to User's own

material and that the public use of such material will not violate or infringe on the rights of Connections or any third party.

For Users enrolled in schools that are managed by Connections, only, by providing this information, Users within the Connections community of schools grant to Connections and to their school, a license to edit, use, reproduce, publish, display, perform, adapt, modify, create derivative works of, distribute, have distributed, and promote the material in any form, anywhere, and for any purpose in perpetuity.

Users may also have the opportunity to participate in a LiveLesson[®] session or view a previously recorded lesson. Connections cannot guarantee the security of any information disclosed by voice or text in a LiveLesson session. Any information that a User submits or is captured in a LiveLesson session may be disclosed and available to all Users and is, therefore, no longer private. Parents or legal guardians are responsible for any information disclosed by their minor children. Each recorded LiveLesson session is either the property of Connections or Connections has been provided permission for its use. Users agree that in exchange for being permitted to participate in a LiveLesson session, the Users have assigned all rights that the Users have in the Users' and the Users' minor child(ren)'s performance in the LiveLesson session to Connections. Some LiveLesson sessions may be recorded, and the User hereby agrees to the recording of LiveLesson sessions in which the User participates and the inclusion of any information, including personally identifiable information (written or verbal), provided by the User during the LiveLesson session.

Appendix 3 – Privacy Policy

Last updated: October 9, 2012

Connections Education LLC and its subsidiaries and affiliated companies ("Connections") respects your privacy and has established this privacy policy ("Privacy Policy") to let you know how we collect, use, manage, share, and protect information that we may gather when you visit our website or the websites of our affiliated schools or Connexus[®], the Connections Education Management System (collectively, the "Websites") contact us by phone or other means. This Privacy Policy applies to the Websites where this Privacy Policy is posted and to information we gather from you over the phone, via conventional mail or in person.

Connections reserves the right to change this Privacy Policy at any time. If we make any material changes to this policy, we will post any revised Privacy Policy on the Websites. The most current version is always available by clicking on the "Privacy Policy" link located at the bottom of the Websites' home page. Any changes to our Privacy Policy will become effective upon posting of the revised Privacy Policy. By using any of the Websites, you agree to the terms of the Privacy Policy in effect at the time of use. If you do not agree to the terms and conditions of this Privacy Policy, please do not use any of the Websites.

Information We Collect

We collect two types of information: (1) non-personally identifiable information that is routinely gathered as users navigate through a Website and (2) personally identifiable information voluntarily supplied by you.

Non-Personally Identifiable Information

Each time you visit a Website, information is automatically gathered such as your IP address, domain name, the name of the page from which you entered the Website, which pages you view, and for how long you view them. This information is collected in order to improve the Website, remarketing and for trend analysis. As with most websites, we may use "cookies" to track usage for marketing purposes and to improve your experience. A cookie is a text file that is placed on your hard disk by a Web page server. The cookies do not collect any personally identifiable information. Most web browsers automatically accept cookies, but you can usually modify your browser setting to decline cookies if you prefer. If, however, you choose to decline cookies, you may not be able to fully experience the interactive features of our Websites or have some of our services on the Websites function properly. Further information about cookies is available using the help function of your Internet browser.

We may use third-party cookies as part of remarketing activities we conduct with Google and/or other third-party vendors, to help provide you with relevant messaging as you use the Internet. As part of these remarketing activities, these third-party cookies may record your visits to our Websites and websites visited prior. Such cookies can then be used to serve targeted messaging to you on other websites. You may choose to be exempt from the use of Google remarketing

cookies at the <u>Google advertising privacy page</u>. Alternatively, you may opt-out of remarketing on the Google network and similar networks at the <u>Network Advertising Initiative opt out page</u>. Opting out will not prevent advertisements from being served to you on the Internet; it will only affect advertisements that utilize remarketing cookies to serve messaging on the specified networks. We are not responsible for the activities of other parties that may not comply with your opt-out requests.

Because non-personally identifiable information does not identify you, we reserve the right to use it for any purpose and to share it with third parties for any purpose. Please note that to the extent any non-personally identifiable information is combined with personally identifiable information, the combined information will be treated as personally identifiable information for as long as it is so combined.

Personally Identifiable Information

We may collect personally identifiable information you provide voluntarily when requesting information, catalogs, enrollment, or other materials or to satisfy other requests. This information may include your first and last name, postal address, email address, telephone number and the names, date(s) of birth and grade level(s) of your child(ren). We may also collect credit card information from you.

Connections uses personally identifiable information voluntarily supplied by you to fulfill requests for information, deliver services to you or for your school, or carry out the transactions you or your school have requested. For example, if you register for a Connections Academy school using a Website, information will be collected about you and your child(ren) in order to process your registration. This information will be included in Connexus[®]. Enrollment information that is collected in this manner may be provided to school districts or other third parties as required by state law, federal law, and/or school operating procedures.

Connections may also use personally identifiable information to communicate special messaging, new services, or upcoming events, to provide educational services to students and to otherwise support students, parents, legal guardians, and staff and/or your school with regard to matters such as academic progress, testing, attendance, customer service or in the event of an emergency. The information will be treated confidentially within Connections, in the same way that we protect other such confidential information.

We may share personally identifiable information within our affiliated companies and certain service providers. They will use this information to process transactions you have requested, provide customer service and inform you of products or services we offer that you may find useful. Our service providers may include consultants, vendors and companies that perform marketing services on our behalf. We require our service providers to protect your personally identifiable information and to use or disclose it only for the work they are performing for us, or as permitted by law.

Connexus® contains personally identifiable information that is maintained and accessible by third parties (such as service providers, content partners or vendors). These third parties are provided access to the minimum amount of information required to allow them to perform the tasks for which they have been engaged. Such third parties have agreed to maintain the confidentiality of such information and to use or disclose it only for the work they are performing for us, or as permitted by law. Additionally, Connexus contains "student educational records" that will be protected by Connections in accordance with the Family Educational Rights and Privacy Act ("FERPA"), and we will only retain and disclose educational records or provide access to them in compliance with FERPA.

If you do not want to receive information unrelated to your enrollment in the school via email from Connections, you can email us at unsubscribe@connectionseducation.com to be excluded from receiving emails from Connections. If you do not want to receive any further information from Connections you can also call us at 888-440-2890 and ask to be removed from all of Connections' contact lists.

In the event that all or substantially all of Connections' assets are sold or transferred to another party, your personally identifiable information may be transferred to the acquiring entity. However, Connections will take steps to assure that the personally identifiable information is conveyed lawfully and in a manner consistent with the privacy policy under which it was collected.

Finally, we may disclose your personally identifiable information to third parties if we believe we are required to do so in order to comply with law (including court orders and subpoenas); to comply with lawful requests from law enforcement agencies or other governmental organizations; to enforce our Terms of Use; to protect the rights, privacy, safety, or property of Connections, our affiliated schools, our employees, or other users of the Websites; and/or to permit us to pursue available remedies or limit the damages that we may sustain. We otherwise exercise commercially reasonable care to not otherwise share or disclose the names of users or any other personally-identifying information with third-parties, except with your prior approval.

Message Boards

We may offer message boards through Connexus[®]. Please be aware that anyone may read your postings on a message board. Furthermore, any information that you submit to be posted to a message board, including your Connexus[®] account information, will be disclosed and available to all users of that message board, and is therefore no longer private. We cannot guarantee the security of such information that you disclose or communicate online in public areas such as message boards, and you do so at your own risk.

Children Under 13

Connections is concerned about the safety and privacy of children online. We take reasonable efforts to comply with the Children's Online Privacy Protection Act of 1998 (COPPA).

The Websites are not intended to solicit information of any kind from children under the age of 13, and we do not and will not knowingly contact or collect personally identifiable information from children under 13. The only personal information we receive about children under the age of 13 is information provided by the parent or legal guardian. The parent or legal guardian has the option to agree to the collection and use of the student's information without consenting to the disclosure of the information to third parties.

It is possible that by fraud or deception by others we may receive information pertaining to children under the age of 13. If we are notified of the receipt of information under such circumstances, once verified, we will promptly obtain parental or guardian consent, and in the absence of such consent will delete the information. If you want to notify us that we have inadvertently received information for a child under the age of 13, please do so by emailing us at legal@connectionseducation.com.

You can request to review, edit, or prohibit personally identifiable information of a child under the age of 13 from being used by Connections, its affiliates, schools, and vendors acting on behalf of Connections by making a request in writing to legal@connectionseducation.com. Please note that if you make a request to prohibit personally identifiable information being used by Connections, its affiliates, schools, and vendors acting on behalf of Connections, your child may no longer continue to be enrolled in Connections and this may terminate his or her participation in the Connections program.

For information on our use of information covered by COPPA please contact us at the following:

Connections Education LLC 1001 Fleet Street, 5th Floor Baltimore, MD 21202 Phone: 1-800-382-6010

Email: legal@connectionseducation.com

Security

Connections takes reasonable steps to safeguard the personally identifiable information you provide. As effective as our safeguards are, no security system is completely impenetrable, so we cannot guarantee the absolute security of our database and systems, nor can we guarantee that personally identifiable information you supply will not be intercepted while being transmitted to us over the Internet.

Links

The Websites contain links to other websites or other resources that are provided for your convenience. Such links, unless explicitly stated, are not endorsed by Connections. The information practices of those websites are not covered by this Privacy Policy or any other policies or terms applicable to the Websites. We recommend that you review any terms of use and privacy policies of any third party website linked to the Websites before providing any information to those websites or using their products and services.

California Privacy Policy

California's "Shine the Light" law provides California residents with the right to receive disclosures about any sharing of their personally identifiable information with third parties for use by the third party as part of their own marketing, and your choices with respect to such disclosures. Because we do not share your personal information with third parties for their own marketing use except as permitted by the Shine the Light law, we are exempt from having to meet this requirement; provided that in the event we elect to share personal information for such purposes in the future, we will secure your consent as required by the Shine the Light law. If you still wish to learn more about our compliance with this requirement, you may contact legal@connectionseducation.com or Connections Education LLC 1001 Fleet Street, 5th Floor, Baltimore, MD 21202 Attn: Legal Department with "Request for California Privacy" in the subject line.

Contact Information

If you have any questions regarding this Privacy Policy, please contact us by email at legal@connectionseducation.com. Please note that email communications will not necessarily be secure. Accordingly, you should not include sensitive information in your email correspondence with us.

1001Fleet Street, 5th Floor, Baltimore, MD 21202 | 800-382-6010

Appendix 4 – Information about Malware and Nuisance Software

There has been a dramatic increase in the existence of malicious and nuisance software that is often inadvertently installed on computer equipment as a result of using the Internet. This software exists as adware, spyware, and freeware—generally classified as "malware"—and can greatly impact the usability of the computer once infected. Malware is prevalent all over the Internet today, but it is still mainly generated from applications or sites that provide software or services that can be categorized as generally one of four types:

- **Peer-to-peer sites:** These sites offer free software that allows a user to connect to other users with the same software and share files.
- Gaming and freeware sites: These sites offer free games and tools that easily attract kids and encourage them to install the software.
- **Inappropriate sites:** Most of the malicious applications that get installed on the computer without the knowledge of the end user generally come from sites that are inappropriate in nature, such as pornographic sites.
- Legitimate applications that have bundled free software: Most software comes with additional free software that asks if you want to install it at the same time as the desired application. Many people just click "yes" instead of choosing not to install the unneeded bundled software, which often also includes access to pop-up ads.

Installation of malware and other nuisance software causes considerable problems in system speed and can even make a computer completely unusable. Removal takes considerably more time than fixing viruses and worms, which generally can be stopped by the security software already included on school equipment.

It is essential that the Terms and Conditions sections of all software, and particularly any free software, be reviewed closely. Many of them allow for the installation of other software or "tools" that can be a significant source of problems later on. Included below are common sets of terms that are clear warning signs that the User may be exposed to negative consequences. These are used by many of well-known software companies and service providers.

- Example 1: "[Company] values your anonymity and privacy. [Software name] does not contain or bundle malicious spyware. By clicking below, you will begin the installation of [Software name/description] software. By clicking below, you agree to the third-party end-user license agreement(s) set out below."
 - **Comment:** This is designed to make the user feel comfortable but may expose the User to a variety of other unexpected consequences as a result of all of the other, often long and confusing license agreements.
- Example 2: "By installing the [Service], you understand and agree that the following changes may be made to your Internet Explorer browser and that the following functions may be performed by the [Service]: install a Search Toolbar in your browser that may, 1)

block certain pop-up ads and pages; 2) display links to related websites and key words based on the information you view and the websites you visit; 3) store non-personally identifiable statistics of the websites you have visited; 4) redirect certain URLs including your browser default address bar search, DNS error page and Search Button page to or through the Service; and 5) automatically update the Service and install added features or functionality conveniently without your input or interaction unless you have chosen to be notified of such update in advance."

Comment: This also indicates that they can install additional software without your permission.

• Example 3: "The web changes constantly and no technique can ever index all pages accessible on the web. As a result, [Company name] cannot guarantee the completeness or accuracy of the websites or URLs to which [Company name] Service link or refer."

Comment: By not screening their website, any content, including content from pornographic sites, can be input as links or other forms of referrals.

Fixing problems caused by this type of software is very time-consuming. The time spent dealing with repeat offenders takes time away from responsible users and results in longer delays in helping them.

Please remember that it is essential that the activities of students be supervised. Students must be provided with clear guidelines for proper use of the Internet, including the fact that they should never accept any software download from the Internet without specific authorization from the Connections Academy Support Services team. The Support Services team can also provide assistance with security settings on your computer and can provide you with separate filtering software on request. Note that the hard disk drives of all school computers are completely erased prior to shipment to new families, and as a result, school computers do not come with any preinstalled malware or nuisance software. If any is found on a computer, it is a result of use by a family.

Appendix 5 – Protection of Pupil Rights Amendment (PPRA) Notification

This Protection of Pupil Rights Amendment (PPRA) Notification ("PPRA Notice") may be updated periodically. The most current version is always available from the login page of the Connexus®. Any changes will be effective as soon as they are posted in Connexus®.

Last Reviewed and Updated: August 8, 2012

Description of Intent

The School follows a philosophy of continuous improvement and honest, objective data analysis. This philosophy requires well-planned and sometimes independent research efforts to determine the effectiveness of the School's programs and strategies. From time to time, the School will collect and analyze student performance data and various measures of effectiveness. In addition, families may be asked to participate in surveys or focus groups. Such research shall always be undertaken ensuring student privacy is protected and in compliance with the PPRA. For example, the names of the student, Learning Coach, and family members will not be revealed, and results will only be reported in the aggregate or by subgroupings of sufficient size so that anonymity of the participants is safeguarded.

Rights Afforded by the PPRA

The PPRA affords parents/legal guardians of minors certain rights regarding the School's conduct of surveys, collection and use of information for marketing purposes, and conduct of certain physical exams. These rights include the following:

- Requirement of parental consent prior to administering any U.S. Department of Education funded survey, analysis or evaluation that reveals information falling within the below categories ("Protected Information Survey"):
 - 1. political affiliations or beliefs of the student or student's parent
 - 2. mental or psychological problems of the student or student's family
 - 3. sex behavior or attitudes
 - 4. illegal, antisocial, self-incriminating, or demeaning behavior
 - 5. critical appraisals of others with whom respondents have close family relationships
 - 6. legally recognized privileged relationships, such as with lawyers, doctors, or clergy
 - 7. religious practices, affiliations, or beliefs of the student or parents
 - 8. income, other than as required by law to determine program eligibility
- The right to receive notice and an opportunity to opt a student out of the following:
 - 1. Any other Protected Information Survey, regardless of funding

- 2. Any non-emergency, invasive physical exam or screening required as a condition of attendance, , and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under State law
- 3. activities involving collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others
- The right to inspect, upon request and before administration or use, of the following:
 - 1. protected Information Surveys of students
 - 2. instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes
 - 3. instructional material used as part of the educational curriculum

These rights transfer from the parents or legal guardians to the student if the student is eighteen (18) years old or is an emancipated minor under state law or by court order.

Notification Procedures

The School will work to develop and adopt policies regarding these rights in consultation with parents/legal guardians. The School will also work to make arrangements to protect student privacy in the administration of Protected Information Surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes.

The School will directly notify parents of these policies annually in this PPRA Notice or after any substantive changes. The School will also directly notify by U.S. mail, e-mail, or other reasonably available method parents or legal guardians of students who are scheduled to participate in the specific activities or surveys described in this PPRA Notice and will provide an opportunity for the parent(s) or legal guardians to opt students out of participation of the specific activity or survey. The School will make this notification to parents near the beginning of the school year if it has identified the specific or approximate dates of the activities or surveys at that time. For surveys and activities scheduled after the school year starts, parents or legal guardians will be provided reasonable notification of the planned activities and surveys covered by the PPRA and will be provided an opportunity to opt their students out of such activities and surveys. Parents or legal guardians will also be provided an opportunity to review any pertinent surveys. The following is a list of the specific activities and surveys covered under this requirement:

- collection, disclosure, or use of personal information for marketing, sales or other distribution
- administration of any Protected Information Survey funded in whole or in part by the U.S. Department of Education
- any nonemergency, invasive physical examination, or screening as described above in the Rights Afforded by the PPRA

Reporting a Violation

Parents or legal guardians or students eighteen (18) years or older or emancipated minors who believe their rights have been violated may file a complaint to the following:

Family Policy Compliance Office U.S. Department of Education 400 Maryland Avenue, SW Washington, D.C. 20202-5901

Appendix 6 - Honor Code

Connections Academy, a virtual school dedicated to student achievement at the highest level, expects academic honesty to be a core value for all its students, parents, and staff. By making the choice to enroll in an alternative, study-at-home program, our students (and/or their parents or legal guardians) have taken charge of their education and demonstrated a genuine desire to fulfill their academic potential.

Cheating, plagiarizing, or other acts of academic dishonesty are directly counter to the principles of academic excellence and harm most those students who engage in such activities—they cheat themselves of the opportunity to fully develop their intellectual abilities. Our Honor Code serves to reinforce our students' commitment to academic excellence, and all students in grades six and above must sign this Honor Code as part of the Connections Academy enrollment process.

As a Connections Academy student, I know that academic honesty is critical to my own success, as well as to the mission of my School. I also understand that an Honor Code is, by its nature, limited not only to those situations spelled out in the code, but includes the spirit of honesty and ethics implied by the written code. I agree that I will uphold not only the letter of this code but also its implied intent of ongoing commitment to full academic honesty.

I agree that I will ...

- never submit work of any kind that is not my own, nor ever give my work to other students to submit as their own.
- never post exam or quiz answers on the Internet or in other public places, nor use answers from posted exams or quizzes.
- never provide a forged document or signature to the School.
- never plagiarize in written, oral, or creative work.
- be well-informed about plagiarism and not use "lack of knowledge" as a reason for engaging in plagiarism.
- take assessments only after I have completed the lessons leading up to that test or quiz.
- never give or receive unauthorized assistance on assessments. I understand that all assessments
 are "closed-book" and that my Learning Coach shall not provide assistance in determining
 answers on assessments.
- read and understand the contents of both the *Student Handbook: General Portion* and my state's *Handbook Supplement*.
- adhere to all Connections Academy Student Conduct guidelines for proper use of the Internet and of all Connections Academy's equipment or materials provided to me.
- accept the consequences, including disciplinary action, of breaking this Honor Code. (More information on Discipline and Due Process for Students can be found in the *Handbook Supplement*).

My signature below confirms that I have read, and agree to abide by, the Connections Academy Honor Code.

Student Signature	Date



2013-14 School Handbook Supplement

This Supplement provides school-specific information **in addition to** the general policies documented in the School Handbook: General Portion, located in the Virtual Library. Because this Supplement does not constitute the full set of policies related to your Connections Academy school, please be sure to read the School Handbook: General Portion along with this Supplement. Both of these documents may be updated during the year as needed. If there are any discrepancies between this Handbook Supplement and the General Handbook, the policies in this Supplement override policies in the General Handbook and are the binding policies that should be followed.

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3.1 Roles and Responsibilities

A primary goal at CapoCA is encouraging parent involvement. Please click on the link below to review a copy of CapoCA's Title 1 Parent Involvement Policy and Compact developed as part of the Title 1 funding plan. Feedback is welcome; please send a WebMail message to the parent involvement coordinator at any time.

CapoCA Title 1 Parent Involvement Policy and Compact

3.4 School Contact Information

School Phone Number	949-461-1667
School Fax Number	949-425-8791
School Address	26800 Aliso Viejo Parkway, Suite 120 Aliso Viejo, CA 92656
School Hours	8:00 am – 4:00 pm, M – F
Technical and General Support	800-382-6010
School Leadership	Richard Savage, Principal Heather Tamayo, Middle School Assistant Principal Mia Hardy, Manager of Counseling Services
Board of Directors	Refer to the <u>CapoCA website</u> for current contact information
WebMail	All staff and support services are located in the Education Management System's (Connexus®) WebMail address book.

School Accountability Report Card: Consistent with California Education Code Section 35256, Capistrano Connections Academy will prepare and publish annually, and make available to parents or guardians of students, a School Accountability Report Card (SARC). A copy of the 2011-2012 SARC for Capistrano Connections Academy is available on the Connections Academy website. The link is:

http://www.connectionsacademy.com/Libraries/Board-Agendas/CapoCA_SARC_SY1112_012913_1.pdf

If needed, a printed copy is available upon request from the school principal.

Accreditation

Capistrano Connections Academy is fully accredited for Grades K-12 by the Schools Commission of the Western Association of Schools and Colleges (WASC). Connections Academy is also accredited by AdvancED (formerly the Commission on International and Trans-Regional Accreditation (CITA)).

3.5 School Schedule

3.5.1 The 2013-14 School Year Calendar

First Day of School	September 3, 2013	
Columbus Day (No School in Session)	October 14, 2013	
Veterans' Day (No School in Session)	November 11, 2013	
Thanksgiving Break (No School in Session)	November 28-29, 2013	
Winter Break (No School in Session)	December 23, 2013-January 3, 2014	
Martin Luther King, Jr. Day (No School in Session)	January 20, 2014	
First Semester End Date	January 29, 2014	
Teacher Planning Days (No School in Session)	January 30-31, 2014	
Second Semester Start Date	February 3, 2014	
Presidents' Day (No School in Session)	February 17, 2014	
Spring Break (No School in Session)	April 14-18, 2014	
Memorial Day (No School in Session)	May 26, 2014	
Last Day of School	June 13, 2014	

3.5.2 Required Instructional Hours

In order to meet the State of California's required annual instructional time per year, the chart below lists the average hours per week students should be engaged in school-approved educational activity.

Grade Level	Recommended Average Hours Per Week	Required Annual Hours
K	17	600
1 – 3	24	840
4 – 8	25	900
9 – 12	30	1080

Note that these are the minimum hours required by the state and that students are responsible for mastering all material which may require additional time.

3.6.2 Kindergarten and First Grade Admission Policies

Kindergarten: As required by California Education Code Section 48000, a kindergarten student may enroll in Capistrano Connections Academy if the student is five years of age on or before October 1st of that school year. Capistrano Connections Academy may enroll a student who turns five after October 2nd but before December 2nd; these students are considered "transitional kindergarteners."

Exceptions will be made if, and only if, the principal determines that it is in the best interest of the student, and only after the parent(s) or guardian(s) is given information explaining the advantages and disadvantages of early admittance.

3.6.3 Enrollment After the Start of the School Year or Semester

Students may enroll after the start of the school year or semester up until the point that enrollment is closed. The actual date that enrollment closes is determined annually by the school's Board of Directors and is at the discretion of the school. Families enrolling mid-year are subject to all the same enrollment requirements as families that enroll prior to the start of the school year or semester.

3.6.4 Dual Enrollment in another K-12 Program

Because the school is a full-time program, students <u>may not be concurrently enrolled in another public</u> or private school on a full or part-time basis. Students must exit from their previous school prior to their effective enrollment date in Capistrano Connections Academy.

In certain special circumstances, it may be possible for a student to participate in a course or activity at another local school within the parameters described below. (Please see Section 6 for requirements specific to high school students (grades 9-12)). Seeking such permission should be initiated *after* the start of the Connections Academy school year. The parent's decision whether or not to enroll in Connections Academy should not be contingent on approval to participate in a course or activity at another institution.

To make these arrangements, parents must obtain the *Request for Local School Activities* form from the Virtual Library. The form essentially outlines the activity, lists contact information, and indicates that the cooperating school agrees to: 1) not claim or collect any state, local or federal funding for the student, and 2) assumes all liability for that student while on the school grounds. Once the form is completed and signed, the parent should present it to the Connections Academy principal, who will ensure that the student is in good standing and call the local school principal and make a final approval decision (on the form).

Violations of this policy may be grounds for dismissal from the program.

3.7.3 Mandatory Testing

As required by law for public schools, Capistrano Connections Academy must administer state standardized testing to its students. Additionally, all students enrolled in CapoCA are required to take at least one proctored test at least once a year, as per the PLCA and Master Agreement. The state tests are often used to meet some or all of this proctored test requirement. Therefore, students attending Capistrano Connections Academy in grades 2 - 12 are expected to participate in the administration of the California STAR (Standardized Testing and Reporting) tests and/or all other state tests administered by the school (e.g., the California High School Exit Examination, or "CAHSEE") in accordance with the State of California state testing program. Detailed information on state standardized testing is available at http://www.cde.ca.gov/ta/tg/sr/.

More information about the administration of the tests will be posted by the school once the school year is underway.

3.8.4 Placement Changes during the School Year (K-8)

There is no additional school-specific information for K-8. Refer to section 5 (High School Program and Policies) in this handbook for information related to changing courses at the high school level.

3.2 Marking and Verifying Attendance

Learning Coaches document student attendance in the Education Management System (Connexus®), and the school verifies that the attendance records are accurate. The day after each attendance month ends, attendance can only be changed by the school. The cut off dates for each "attendance month" are determined by the school and generally correspond to the portfolio due dates.

Connexus® Attendance Codes

The following attendance codes are available in Connexus®:

Code	Definition of code	Who enters the code?
Р	Present for school	Learning Coach (and the school, as necessary)
N	No educational activity occurred	Learning Coach (and the school as necessary)

Hours of Schooling

In order to meet the state's requirements (located in the *School Schedule* section of this handbook), families should aim to complete the following minimum hours of schooling each week:

Grade Level	Recommended Average Hours Per Week		
K	17		
1 – 3	24		
4 – 8	25		
9 – 12	30		

Learning Coach Responsibilities

- **Record Attendance at school** For each instructional day, Learning Coaches enter a P or N in Connexus® to indicate whether the student engaged in any educational activities for that school day. They should aim to meet the weekly totals listed above to ensure compliance with state regulations. Coaches may ask for assistance from the school to enter attendance records if they are unable to access a computer on a given day, per the *Marking and Verifying Attendance* section of the General School Handbook.
- Alert School of Student Absences If a student is absent, the Coach must send information to the student's homeroom teacher about the absence. Attendance may only be marked for official school days on the school calendar, and never on the weekends (Saturday and Sunday).
- Complete defined school year Regardless of the number of hours of schooling or amount of work a student may complete prior to the last day of the school year (as defined in the school year calendar in this handbook), students are required to attend school up to and including the last day of the school year.

School Responsibilities

- Review Attendance Records Teachers monitor and review attendance records on a daily and weekly basis. They remind Learning Coaches to enter attendance (P or N) for every school day. If a teacher has concerns about the validity of a student's attendance records, he or she may place the student in an "alarm" status, and contact the school's designated attendance coordinator for further assistance.
- **Monitor Attendance Issues** School staff monitors student attendance. Families with low attendance rates are contacted by teachers and/or other school staff as appropriate; these staff members work with the family to help the student stay in compliance. Attendance Coordinators can alter Learning Coaches' attendance records (with proper documentation, if necessary).
- Maintain the Integrity of the Attendance Data At the end of each attendance month, the attendance records are reviewed and the school locks attendance on Connexus® to prohibit any further editing. Any requests for adjustments to the previously verified records must be sent to the student's teacher as soon as possible (in writing) for review, approval and adjustment.
- Official Attendance Record Connexus® attendance system is the record of the student's attendance as documented by the Learning Coach. It is however only one of many sources used to determine if a student is meeting the minimum requirements of the school program. In certain cases where it has been determined that a student has not completed enough work, or that certain other program requirements have not been fulfilled, the school may determine that the student has not fulfilled his/her contract with the school, resulting in sanctions up to and including withdrawal.

4.3 Attendance Status and Escalation Systems

Enrolled students are in one of three attendance statuses:

- 1. On-Track
- 2. Approaching Alarm
- 3. Alarm

The assigned status is based on several criteria, as outlined in the General School Handbook, and is a combination of measures that indicate if a student is demonstrating adequate participation (and therefore attendance) in the program. This not only includes the actual attendance days recorded by the Learning Coach, but also lesson and assignment completion rates, compliance with the requirements of the Master Agreement, Student Performance, and/or amount of communication with the teacher. Therefore, even though a Learning Coach may record a high number of days "present" in the attendance records, if a student's work completion rates are not on track or he or she fails to communicate on a regular basis with the teacher, he or she will be placed in an Alarm status. It is important to recognize that just marking proper attendance will not keep a student's attendance status On-Track.

When a student is in the Approaching Alarm or Alarm status, he or she is in danger if being withdrawn. In order to remain enrolled in the school, students must be completing adequate schoolwork and complying with the terms of the Master Agreement. The school will work with the family to help get the student back on track. The student will first receive an "Approaching Alarm" WebMail from their teacher indicating what the student needs to do to get back to "On Track" status. If these efforts fail, the student first will be escalated to the Alarm status and, if necessary, may be officially withdrawn from the school for non-compliance. Families will be notified via WebMail message when the status changes to Alarm and by certified mail to notify the family of official withdrawal. If a student is withdrawn from the school, state law requires that a letter is sent notifying the student's last known school district of residence.

5 Grading and Student Evaluation

More specific policies about this school's grading policies may be added here during the school year.

National Honor Society

Students who are in good academic standing, have attended CapoCA for at least one semester, and meet other eligibility requirements, may be eligible to join the National Honor Society. Please contact your school for more details.

5.1 Promotion and Retention

There is no additional school-specific information on Promotion and Retention. Please refer to Section 6, High School Programs and Policies, for information on high school promotion requirements.

6 High School Programs and Policies

Promotion

The following credits are required to be promoted from one grade to the next:

Classification Grade		Minimum # of Credits
Sophomore	10	5
Junior	11	10
Senior	12	16

At the time of a student's enrollment, school counselors will establish estimated grade levels based on preliminary information about previously earned credits. Student grade levels will be updated twice each year – once in the fall and again at the end of the school year. The automatic adjustments are based on the student's earned and verified credits recorded in the Education Management System.

Connections Academy uses a standard whereby one credit equals approximately 180 hours of instruction (sometimes referred to as Carnegie Units). A student must take a minimum of five courses per semester to be enrolled, or a minimum of four courses if the student is concurrently enrolled in a community college course.

In certain situations, the counselor, in consultation with the student, Learning Coach, and/or school administrator, may adjust the student's grade to most appropriately match the student's current academic needs.

Graduation and Diploma Requirements

To be eligible to receive a diploma from CapoCA, a student must meet **all** of the following requirements:

- Be enrolled at CapoCA during the semester immediately prior to graduation, and **not** be full-time enrolled in any other school.
- Earn a minimum of 5 of the credits (or 10 courses) required for graduation at CapoCA, with at least 1.5 of these credits (or 3 courses) earned in the semester immediately prior to graduation.*
- Earn a total of 22 credits (in specific areas and subjects as outlined in this handbook)
- Pass the state mandated high school exit exam (CAHSEE).
- Meet any other additional graduation requirements required by the school or state.

*Credits earned at another Connections Academy school or schools may be included in this total, as these schools all use the same curriculum, technology, and instructional protocols as CapoCA.

These requirements exceed the minimum requirements established by the state of California. Additional requirements of the University of California (UC) and California State University (CSU) are noted below.

Maximum Age

- Students with an IEP may remain continuously enrolled, as long as they are making adequate progress, until the student reaches the age of 22.
- English Language Learner students may be continuously enrolled, as long as they are making adequate progress, until the student reaches age 21.
- Any student 19 years of age or older must meet specific eligibility requirements, and have CapoCA school counselor approval, to be enrolled.

The chart below summarizes the coursework and credits a student must complete to receive a diploma from Capistrano Connections Academy (see first column). In addition, the requirements for entry into a University of California system or the California State University system are shown in the other columns for reference for those students on a college preparatory track.

CapoCA 2013-14 Academic School Year

CapoCA 2013-14	apoCA 2013-14		University of California		sity
Graduation Requirem	ents	Requirements for Freshman Requirements for Freshman		nan	
		Admission		Admission	
Language Arts	4 credits	Language Arts	4 years	Language Arts	4 years
English 9	1 credit	4 years of college-prep I	English	4 years of college prep	
English 10	1 credit	that include frequent wri	ting,	English composition and	
English 11	1 credit	and reading of classic ar	nd	Literature	
English 12	1 credit	modern literature			
Mathematics	2 credits	Mathematics	3 years	Mathematics	3 years
Algebra I (or higher)	1 credit	Algebra 1	1 year	Algebra 1	1 year
Other math	1 credit	Geometry	1 year	Geometry	1 year
		Advanced Algebra 1 year		Algebra II or higher	1 year
		*4 years recommended	d	*4 years recommended	
Science	3 credits	Laboratory Science	Laboratory Science 2 years		2 years
Biological Science	1 credit	Biology	1 year	Biological Science	1 year
Physical Science	1 credit	Chemistry	1 year	Physical Science	1 year
Other Science	1 credit	Note: Physics may be s	ubstituted		
		for either Bio or Chem			
		*3 years recommended	t		
Social Studies	3.5 credits	Social Studies 2 years		Social Studies	2 years
World History	1 credit	World History 1 year		US History	1 year
US History	1 credit	US History 1 year		OR US History	.5 year
American Govt.	1 credit	*can take US Hist.	.5 year	and Civics or Am. Govt	.5 year
Economics	.5 credit	and American Govt5 year		And Social Science	1 year
		OR Economics	.5 year		

Health and PE	2.5 credits	Health and PE	0 years	Health and PE	0 years
Health	.5 credit				
PE	2 credits				
Technology Any Technology credit	1 credit 1	Technology	0 years	Technology	0 years
Foreign Language		Foreign Language	2 years	Foreign Language	2 years
OR Art	1 credit	Must be in the same lang	guage	Must be in the same lang	guage
		*3 years recommended		*3 years recommended	
Visual/Performing		Visual/Performing Art	1 year	Visual/Performing Art year	1
Art (see above)	0 credits	dance/drama/theater/mu	sic	dance/drama/theater/music/	
		or visual art		or visual art	
Additional Electives 5 credits		Additional Electives	1 year	Additional Electives year	1
		*additional year chosen from		*additional year chosen from	
		UC a-g list		UC a-g list	
Total Credits 22	credits	Total Courses	15	Total Courses	15
		Year Long Classes		Year Long Classes	
TESTING		TESTING*		TESTING	
State Testing Grad	uation	ACT Assessment + writing		ACT Assessment	
Requirements:		or SAT Reasoning Test		or SAT Reasoning Test	
California High School Exit Exam		Two SAT Subject Tests*		*CSU does not require writing	
All students	All students		mmended,	scores for ACT or SAT	
attending public high school must					
pass both ELA and I	Math sections				
with a score of 350 c	or above				

A-G Approval

The a-g requirements are unique to the University of California and California State University systems. A set of Connections Academy core foreign language, and AP courses has been approved by the University of California. Additional courses are submitted annually. A-g approved courses for Connections Academy appear on the University of California Doorways Home website. The UC and CSU a-g requirements are detailed below, and can be researched in more detail at the University of California website www.universityofcalifornia.edw/admissions

a-g	Content Area	Requirements		
"a"	History/Social Science	2 years required		
"b"	English	4 years required		
"c"	Mathematics	3 years required, 4 years recommended		
"d"	Laboratory Science	2 years required, 3 years recommended		
"e"	Language other than English	2 years required, 3 years recommended		
"f"	Visual and Performing Arts	1 year required		
"g"	College Preparatory Electives	1 year required		

National Collegiate Athletic Association (NCAA) Eligibility

In order to be eligible for National College Athletic Association (NCAA) scholarships, students must meet certain academic and other requirements, including but not limited to taking NCAA-approved high

school courses. Many of Connections Academy's core and elective courses are NCAA-approved; however, students interested in NCAA scholarships should contact their school counselor to determine an appropriate course schedule that will help them meet NCAA requirements. Students should also visit the NCAA Eligibility Center for more information.

Accreditation and Transferability of High School Credits

Capistrano Connections Academy is fully accredited for Grades K-12 by the Schools Commission of the Western Association of Schools and Colleges (WASC). Because CapoCA is WASC-accredited, all of its high school courses are considered transferable to other high schools.

Early Graduation

At the close of the second semester, the school principal, counselor, and other staff will review each senior's records to ensure that these students have completed all graduation requirements. The principal with then initiate the "withdrawal for graduation" process in Connexus® for those students who have completed all requirements.

Students who have completed all graduation requirements at any time prior to the end of the second semester of their senior year may request early graduation by contacting the school principal. The principal and other appropriate school staff will then review the student's records to ensure that all graduation requirements have been met. After the principal grants approval for early graduation, he/she will initiate the "withdrawal for graduation" process. This includes marking the student's transcript to indicate graduate status. Once the student has graduated, the student will no longer be enrolled in Connections Academy and will not have access to Connexus®.

Unofficial transcripts will be available to students via Connexus® as long as the student is enrolled in Connections Academy, and official transcripts will be available at any time by contacting the school. Early graduates will receive their diplomas at the end of the second semester, when the rest of the graduating class receives their diplomas. Early graduates are welcome to join in any and all graduation activities offered by Connections Academy, but must inform the school of their desire to participate in graduation activities at the same time they request early graduation.

High School Course Credit

Students are awarded credit only for courses in which they have earned a grade of D- (60%) or higher. This applies both to courses taken at CapoCA and at other schools. Courses required for graduation must be re-taken by the student if a grade of D- (60%) or higher is not earned, and re-taking such courses may delay the student's graduation. The school's grading scale is below.

Semester and year-end GPA calculations will follow a four point scale (below). Grade point averages will only include graded courses; pass/fail courses will not be averaged into a student's GPA. Passing grades for Honors courses are weighted with one-half (0.5) extra grade point. Passing grades for Advanced Placement (AP) courses are weighted with one (1) extra grade point.

Grade	Grade %	Passing?	Non-Weighted	Weighted (Honors)	Weighted (AP)
A+	98-100	Yes	4.00	4.50	5.00
Α	92-97	Yes	4.00	4.50	5.00
A-	90-91	Yes	3.67	4.17	4.67
B+	88-89	Yes	3.33	3.83	4.33
В	82-87	Yes	3.00	3.5	4.00
B-	80-81	Yes	2.67	3.17	3.67

C+	78-79	Yes	2.33	2.83	3.33
С	72-77	Yes	2.00	2.50	3.00
C-	70-71	Yes	1.67	2.17	2.67
D+	68-69	Yes	1.33	1.83	2.33
D	62-67	Yes	1.00	1.50	2.00
D-	60-61	Yes	0.67	1.17	1.67
F	0-59	No	0.00	0.00	0.00

Class Rank

CapoCA will calculate the class rank for each high school student two times per year, shortly after the conclusion of each semester. Students who have not yet successfully completed any high school courses for credit directly from Connections Academy will be excluded from the class rank calculation.

For the purposes of calculating the class rank, the student's cumulative Grade Point Average (GPA) will be used, which may include weighted grades for Honors or Advanced Placement courses. Courses transferred in from other accredited institutions will also be included in the class rank as long as there is a grade assigned for that course.

The cumulative GPA is calculated to the hundredth of a point. Students whose class rank rounds off to the same hundredth of a point will be considered tied and will receive the same class rank. The ranking will compare students within the same grade level at the same school. The class rank is *not* included on the student's official high school transcript, but is available for release upon written request.

Prerequisites

Students must meet all course prerequisite requirements prior to registration. Prerequisites are listed by each course's overview in the course catalog. A student may not take Part B of a course prior to taking Part A.

Duplicate Course Work: Repeating a Course

Students may repeat a course in order to improve their grade. Only the higher of the two grades will be included in the GPA. Credit will be awarded only once, for the higher of the grades. Both courses and both grades will show on the transcript.

Schedule Changes

Students may request changes to their schedules within the first six weeks of enrollment or within the first six weeks of the semester. To add or drop a course, a parent (or the student, if 18 or older) must make a written request of the school counselor. The "Course Add/Drop Request Form (High School)" form is located in the Virtual Library under "Forms."

Transcripts

Students will be able to access ongoing information about their courses through their online gradebooks within the Education Management System. To request an official copy of a transcript, families must complete the Authorization for Release of High School Records and Letter of Recommendation (found in the Virtual Library) and submit it to the principal or school counselor for approval and processing. Official transcripts are generated at the school. They have official school signatures, raised seals, and are sent in a sealed envelope. Parents will be able to view and print a copy of the transcript through the Education Management System.

Release of High School Educational Records

CapoCA will provide educational records, including official high school transcripts, class rank, test scores, and letters of recommendation to third parties such as post-secondary institutions, scholarship committees, and/or potential employers, only after the Authorization for Release of High School Records and Letter of Recommendation form is completed and submitted to the school, except as permitted by FERPA. See the General Handbook for the full Connections Academy FERPA policy.

In order to ensure that application deadlines are successfully met, we require advance notice of at least **10 working days for requests to provide educational records** to students, parents, and/or third parties. We require **30 days' notice for letters of recommendation.** Note that class rank is only calculated twice a year.

Requests for records should be made using the Authorization for Release of Educational Records Form available in the Virtual Library under Forms, Colleges and Careers.

Credit from other Schools

As part of the enrollment process, families submit their students' most recent report cards and/or transcripts. Counselors analyze previously earned credits and determine which credits will transfer to the Connections Academy school. The school counselor may require complete unofficial transcripts or complete end-of-year report cards before approving a student's grade level and course selection. Official transcripts are required within the first 30 days of enrolling in the school for final credit transfer approval and for final course approval. Upon graduation or withdrawal, the official Connections Academy transcript will display both the credits earned at Connections Academy as well as any transfer credits.

Enrollment After the Start of the School Year or Semester

Students entering mid-year or mid-semester submit report cards, progress reports and/or teacher notes from their previous school as part of the enrollment process. Connections Academy teachers review the student's work and progress up to that point in the semester, and enter an equivalent grade in to the Connections Academy grade book that represents the student's efforts at the previous school. That grade will be averaged in with the Connections Academy grades earned in that same semester. If students enter after the school year has started and have no prior academic history for that school year or semester, they may be given an abbreviated schedule (fewer classes) depending on the date of enrollment.

Credit for coursework completed in a non-standard school program

Students may request to receive credit for courses completed in previous educational settings other than fully accredited schools, including home school, non-accredited public, private, alternative or international schools.

There are three options for requesting and being granted credit by Connections Academy for coursework completed in a non-standard school program:

1) **Assessment**: the student takes and achieves a passing grade (D-) on the Connections Academy exam(s) associated with the course. This may be the midterm and final exam or other proficiency exam as determined by the content area teacher. Alternatively, the student may take a state-approved standardized test. If the student achieves a score of "Proficient" or higher he or she will be granted credit for that course. The test(s) must be taken in a school-approved proctored setting.

- 2) **Portfolio**: The student submits a portfolio documenting coursework, which may include:
 - Samples of prior work
 - List of texts used in prior courses
 - Artwork
 - Writing samples
 - Report card from prior school/home school
 - Student Interview
 - Other materials as requested by the school counselor

The portfolio will be reviewed by each content area teacher. The content area teachers will make final decisions about credit(s) to be granted for the student's prior coursework.

For example, a student who shows sufficient evidence of having successfully completed Algebra I, Geometry, English 9 & 10, Earth Science, Biology, U.S. History, Government, and French I & II, will be granted credit by each content area teacher for each of the courses documented, and will be placed in Connections Academy at the grade level appropriate for the number of credits granted.

The school counselor and/or principal may review the student's portfolio along with the content area teachers, but the content area teachers will be responsible for determining if the student is indeed proficient in the specific subject and whether or not credit is to be granted.

3) **Competency**: Based on a portfolio of materials similar to, but perhaps less comprehensive than that listed in #2, the subject area teacher makes a decision about where to place the student. After the student has completed one full semester at Connections Academy, the subject area teacher reviews the student's progress in the Connections Academy course(s). If the student earns a passing grade in the Connections Academy course that follows a course taken in a non-standard school, the counselor will award credit(s) for the course(s) taken in the non-standard school. This method of placement is only applicable to foreign language courses and certain other courses that occur in a clearly linear sequence.

Students may use any combination of the above-listed methods for requesting credit. For example, a student may choose option #1 for mathematics and science courses, #2 for humanities courses, and #3 for foreign language.

Credits for courses completed in a non-standard school program are granted as described above, but no grades are assigned. Students receiving credit will be given a grade of "Pass," which is not included in the calculation of the student's GPA. These credits are not entered into the student's records until the student has completed a full semester in Connections Academy.

Middle School Courses

Students *may* earn high school credit for high school level courses taken while the student is enrolled as a middle school student. High school-level courses will appear on the high school transcript in order to document that the student has met college admissions requirements. Check with the school counselor for more specific information. Currently, credits for advanced math and foreign language classes taken in middle school are being recognized for high school credit.

College Courses

Families must consult with the school counselor for permission prior to starting the course to earn high school credit for college courses taken while the student is still enrolled in Connections Academy. The school counselor will work with the parent and student to determine the amount of high school credit that a college course could earn. In order to receive high school credit for a college course, the student must pass the course with a grade of C- or higher and present an official transcript to the Connections Academy school.

Regional Occupational Centers and Programs (ROCP)

California's 74 Regional Occupational Centers and Programs (ROCPs) have been a strong and integral part of California's educational system for over 35 years. ROCPs provide high school students 16 years of age and older with valuable career and technical education so students can (1) enter the workforce with skills and competencies to be successful; (2) pursue advanced training in postsecondary educational institutions; or (3) upgrade existing skills and knowledge.

Students receive training at a variety of venues from regular classrooms on high school campuses to actual business and industry facilities, such as automotive dealerships and hospitals. In most ROCPs, courses are offered during the regular school day throughout the school year, in the late afternoon and evening, and sometimes during the summer months. ROCPs provide rigorous and high quality programs which contribute to students' academic and career achievement which, in turn, support the economic development of the state. Students gain a unique edge in the workforce by successfully completing ROCP training. ROCPs help to close the "achievement gap" by motivating students to learn both academic and occupational skills for future success in a career of the student's choosing. Students interested in ROCP training should contact the school counselor.

Credit for Other Experiences

Many students are involved in activities outside their school experiences, such as: music, dance, and art lessons, foreign language instruction, and participation on athletic teams. While Connections Academy recognizes the value of these activities, in most cases they cannot be used to earn high school credit. Contact your high school counselor to discuss exceptions.

Course Credit for Independent Project

A Connections Academy course titled "Independent Study" is a school-approved, student-centered, alternative method of learning that allows a student to earn regular education course credit while working on a standards-based, curriculum-aligned, independent project. Students work independently under the supervision of a certified teacher following a plan created jointly by the student, the parent, and the teacher. Students who wish to earn credit for an independent project must complete an application and have the approval of both the teacher and school counselor in advance.

Students Driving to Sanctioned Events

First and foremost, we highly recommend to parents/legal guardians that students *not* be permitted to drive unaccompanied to Connections Academy sanctioned events ("Event(s)"). Preferred options include having parents, legal guardians or designated adults drive and supervise students, or having students use public transportation options.

However, we recognize that in certain circumstances students may need or wish to drive to an Event without supervision from an adult. In order to be able to drive unaccompanied to a Connections Academy sanctioned Event students must meet the following guidelines:

- Must be 18 years of age. Where students are under the age of 18, even though states may permit minors to drive, an adult is required to supervise a minor at an Event.
- Must possess a valid driver's license.
- Must have access to a currently registered, inspected, and insured vehicle.
- Must be a student in good standing, with good attendance, and with no disciplinary actions noted in the student's file
- Obtain School permission to drive unaccompanied to Events.

In addition, it is the responsibility of the student who attends an Event without a parent, legal guardian, or designated adult to do the following:

- Document parental permission to drive to Events for the current school year by submitting a completed and signed *Connections Academy Sanctioned Event Student Driving and Attendance Authorization* to the School (form available from the Virtual Library or the school).
- Document School permission to drive to Events by obtaining the Principal's (or designee) signature on the *Connections Academy Sanctioned Event Student Driving and Attendance Authorization*.
- Obey all time schedules
- Obey all school rules including maintaining acceptable attendance and disciplinary standards. If a student arrives late, privileges may be revoked
- Adhere to school rules and procedures for Events

Under no circumstances shall the School be responsible for students who make their own personal travel arrangements and/or are not accompanied by an adult. The conduct of unaccompanied student drivers at Events will remain the responsibility of their parents/legal guardians. If a student driving to or from an Event is involved in an accident, Connections Academy will not be liable for any injuries or damage; all liability rests with the student, his/her parent/legal guardian and/or any insurance maintained by the parent/legal guardian and/or the student.

Under no circumstances shall students drive other students to an Event. If a student nevertheless permits another student or students to ride with him/her, Connections Academy shall not be liable for any injuries or damage to any parties. The student, the student's parent/legal guardian, and/or any insurance maintained by the parent/legal guardian and/or the student, will be responsible for any and all injuries and/or any damage that may occur.

Even if a parent/legal guardian does grant permission for a student to drive unaccompanied, it is important to note that driving a car to an Event is a privilege for a student and not a right, and such privilege may still be denied or revoked by the School at any time. Safe driving practices must be adhered to at all times. Students who endanger other drivers, individuals, pedestrians, or property, and/or do not follow school rules and/or procedures for Events, may have their permission to drive unaccompanied to School Events revoked by the School. Furthermore, students may be reported to school authorities and, if warranted, may also be reported to the police for further action.

7.1 Individuals with Disabilities Education Act (IDEA) Eligible Students Enrollment Requirements

At the time of enrollment, all parents who indicate their students have special needs are required to submit a copy of the student's most recent Individualized Education Plan (IEP) or 504 Plan. It is important that the IEP is current and complete, and that any educational assessments and evaluation reports that support the IEP are also submitted. Additionally, the current IEP must state Independent

Study is an appropriate placement per the agreement of the resident school district's IEP team. If Independent Study is not referred to in the current IEP, the Director of Special Education will contact the parent(s) and assist them in working with the resident school district to address the appropriateness of Independent Study.

All documents are reviewed by the Director of Special Education, and if necessary a member of the special education staff contacts the family to discuss specific student needs or to clarify the information.

The student's review dates are noted, and once enrollment is complete the team begins to schedule IEP meetings, as necessary.

During the School Year

At the beginning of the school year, the special education team ensures that teachers have access to the student IEPs and/or 504 plans. The teachers are made aware of each student's special learning needs and are given guidance on how to make the necessary program accommodations with the Learning Coaches.

Conducting IEP Meetings

The special education team plans for and schedules all annual reviews and other IEP-related meetings. They contact families and establish mutually beneficial meeting times. Meetings are generally held virtually and all IEP meetings occur in compliance with all state and federal laws.

Related Services

According to their IEPs, some students qualify to receive related services. Due to the virtual nature of the school, the services may either be provided 1) by telephone; 2) virtually over the Internet with real-time conferencing software, or 3) in person with a local service provider. In all cases, the IEP team ensures the service is provided in compliance with the IEP. In cases where a local service provider is utilized, the school locates and secures the provider, and handles all contracting and financial issues.

New Referrals

Throughout the year, both teachers and Learning Coaches may detect that a student is having difficulties with learning and they may believe there could be a need for special education assistance. If this is suspected, the teacher will first help the Learning Coach implement a series of program modifications. If those documented strategies fail, he or she will then refer the student to the school's Student Support Team (SST). This team will meet and suggest additional strategies and considerations, and they will also work to gather more information about the student's learning history and profile. They may even consult with a member of the special education team. If all the recommended intervention strategies fail, the team (along with the parent) will officially refer the student to the school's special education team. Once the team receives the referral they will begin the process of determining if the student is in need of a special education evaluation, an IEP, and ultimately special education services.

Due Process

Parents are provided a copy of Procedural Safeguards which includes information on how to file for Due Process or mediation. The SELPA (Special Education Local Plan Agency) is responsible for special education oversight and assisting parents if disagreements should arise. Procedural Safeguards are available in the Virtual Library under "My School: CapoCA-Resources Special Education." Any questions or concerns with regard to Procedural Safeguards can be answered by the Special Education Director.

8 Community Events, Trips, and Activities

CapoCA is a public charter school that provides a free virtual public school education to all enrolled students. As part of this free public education, CapoCA offers enrolled students field trips, for which no fees are charged to enrolled students. Transportation to and from field trips is *not* provided by the school; however, in order to ensure that students are able to attend as many field trips as they would like, CapoCA will, upon request, provide families with reasonable assistance in making transportation arrangements for field trips. Note that family members who accompany enrolled students on field trips *will* be required to pay any admission fees associated with the field trip.

The school may participate in fundraising activities to help cover the cost of field trips for enrolled students. Additionally, the school may ask families to provide *voluntary* donations to help defray the cost of field trip fees for enrolled students. These donations are strictly voluntary; under no circumstances will any student be denied access to a field trip because his/her family does not make a voluntary donation, nor will the school retaliate in any way against families who choose not to make voluntary donations to the field trip fund.

9.0 Conduct, Due Process, and Communication Freedom of Speech

CapoCA respects students' rights to express ideas and opinions, take stands, and support causes — whether controversial or not — through their speech, writings, printed materials and/or the wearing of buttons, badges and other insignia. The school will limit students' freedom of expression as allowed by law, in order to maintain an orderly school environment and to protect the rights, health and safety of all members of the school community. For the purposes of this policy, "school premises" includes Connexus®, the education management system used by CapoCA, as well as the school's physical premises. In addition, any venue where a school event is held, including but not limited to such places as state testing sites, field trip locations, school social event venues, school dance venues or graduation venues, will also be considered "school premises" while that school activity is taking place and while school personnel and students are there.

Limitations on student expression include the following:

- Students are prohibited from expressing ideas, or distributing or posting any materials, which are obscene, libelous, or slanderous.
- Students are prohibited from expressing ideas, or distributing or posting any materials, which demonstrably incite students to commit unlawful acts.
- Students are prohibited from expressing ideas, or distributing or posting any materials, which violate school rules or substantially disrupt the orderly operation of the school.
- Students are prohibited from engaging in conduct in any school setting or activity, which for any
 reason materially disrupts school work or involves substantial disorder or invasion of the rights
 of others.
- The use of "fighting words" or epithets is not constitutionally protected if the speech, considered objectively, is abusive and insulting rather than a communication of ideas, and the speech is used in an abusive manner in a situation that presents a danger that it will cause a breach of the peace.

Written Publications Code

Students are free to post or distribute handbills, leaflets and other printed or electronic material, as long as they comply with the above guidelines, and bear the name and the address or contact location of the sponsoring organization or individual. Students may collect signatures on petitions concerning either school or out-of-school issues.

Printed materials or petitions may be distributed only:

- 1. Before or after any school sponsored activity;
- 2. In locations that do not obstruct the normal flow of traffic to or from any school sponsored activity; and
- 3. Without undue noise.

Students must not use any form of coercion to convince students or any other person to accept printed matter or to sign petitions. No funds or donations shall be collected for any material distributed.

Students have a right to express their opinions in school publications such as newsletters, written assignments, and other school publications that are distributed, but must follow the limitations listed above regarding the legally allowable limits on student expression in a school setting. If there are pupil editors of official school publications who may be responsible for assigning and editing the news, journalism advisers (school employees) still remain ultimately responsible for supervising and maintaining professional standards of English and journalism. There shall be no undue delay in publishing student materials unless there are valid concerns that the material violates these guidelines.

Clothing/Buttons and Badges

Buttons, badges, armbands, or clothing bearing slogans or sayings may be worn unless their message falls within the categories prohibited above. No teacher or administrator shall interfere with this practice on the grounds that the message may be unpopular with students or faculty.

Discipline and Appeals

Students may be disciplined for speech or communication which violates the above policies. However, students will not be disciplined solely for activities which are considered to be constitutionally protected speech or communication.

9.2 Bullying and Prohibited Behaviors

Connections Academy is committed to providing a safe, positive, productive, and nurturing educational environment for all of its students, and encourages the promotion of positive interpersonal relations among members of the school community.

Harassment, intimidation, bullying, cyber-bullying, and/or hazing toward any member of the school community, whether by or against any student, staff, or other third parties, is strictly prohibited and will not be tolerated. Examples of such prohibited behavior include, but are not limited to, stalking, bullying/cyber bullying, intimidating, menacing, coercion, name-calling, taunting, making threats, and hazing. This prohibition includes aggressive behavior; physical, verbal, and psychological abuse; and violence within a dating relationship. These types of behavior are forms of intimidation and harassment and are strictly prohibited, regardless of whether or not the target of the prohibited behavior are members of a legally protected group, such as, but not limited to, sex, sexual orientation, race, color, national origin, marital status, or disability.

The following definitions are intended to provide guidance in assessing whether a particular behavior is a prohibited behavior. They are not exhaustive in their scope and are not intended to replace the intuition of the individual. When in doubt as to whether or not a particular suspected behavior is a prohibited behavior, you are urged to rule on the side of caution and report your concerns to the appropriate authority, as provided for in this policy.

Harassment - any intentional behavior or course of conduct (whether written, verbal, graphic, or physical) directed at a specific person or group of persons that causes substantial physical and/or emotional distress or harm and is sufficiently severe, persistent, and/or pervasive that it creates an intimidating, threatening, and/or abusive educational environment for the other person(s) and serves no legitimate purpose.

Bullying – a course of abusive treatment (whether written, verbal, graphic, or physical) that typically involves the use of force or coercion to affect others, particularly when habitual and involving an imbalance of power. It may involve verbal, written or cyber harassment, physical assault or coercion and may be directed persistently towards particular victims.

Cyber-bullying – the use of information and communication technologies, such as, but not limited to, cell phone, email, instant messaging, social media websites, Twitter, etc., to support deliberate and hostile behavior by an individual or group, that (i) is intended to harm others or (ii) that an objectively reasonable person would expect to cause harm to others. Cyber-bullying includes the posting or other transmission of text, video, or images that are embarrassing, demeaning, or threatening in nature, regardless of whether the subject of such text, video, or images directed, consented to or otherwise acquiesced in the at issue posting or other transmission.

Hazing – the use of ritual and other activities involving harassment, bullying, cyber-bullying, intimidation, abuse or humiliation for the purpose of initiating a person or persons into a group, regardless of whether such person(s) consented to or otherwise acquiesced in the at issue behavior(s) and action(s).

Intimidation – a course of behavior that instills fear or a sense of inadequacy.

Violence within a dating relationship - any behavior by a student exhibited towards that student's dating partner that is an attempt to gain and/or maintain power and/or control over a dating partner through violence, threats of violence, and/or physical, verbal, psychological, and/or mental abuse.

Sexting - knowingly using a computer, or any other device capable of electronic data transmission or distribution, to transmit or distribute to another person any photograph or video which depicts nudity and/or text message that is sexually explicit and/or is harmful to minors. Knowingly possessing a photograph or video that was transmitted or distributed by another person as described above.

Prohibited behaviors include all of the above.

The school Administration and School Board will not tolerate any gestures, comments, threats, or actions which (i) cause, threaten to cause, or an objective and reasoned third-party would find was intended to cause, bodily harm or personal degradation, or (ii) creates, or an objective and reasoned third-party would determine was intended to create, an intimidating, threatening, or abusive environment for any student, staff member, member of the administration, parent or guardian, or other third-party.

This policy applies to all school-related activities and/or engagements, including, but not limited to, online school-related activities such as LiveLesson® sessions, participation in clubs and activities, WebMail messages, text messages, discussions, telephonic communications, and message boards; and in-person activities, such as state testing, field trips, open houses, and any other in-person school-related activities on school property. This policy also applies to those activities or engagements which occur off school property if the student or employee is at any school-sponsored, school-approved, or school-

related activity or function, such as field trips or events where students are under the school's control, in a school vehicle, where an employee is engaged in school business, or where the prohibited behavior is facilitated through the use of any school property or resources.

Any student or student's Caretaker who believes that student, any other student, or other third-party, has been or is the recipient of any of the above-described prohibited behaviors should immediately report the situation to the school counselor, school principal or assistant principal, or School Director. The student may also report concerns to teachers and other school staff who will be responsible for notifying the appropriate school administrator or Board official. Complaints about prohibited behavior against the school principal should be filed with the Connections Academy School Director or the Vice President of Schools, or the Board President. Complaints about prohibited behavior against the Connections Academy School Director or the Vice President of Schools should be filed with either the Connections Academy Executive Vice President or the Board President.

Every student is encouraged, and every staff member is required, to report any situation that they believe to be prohibited behavior. Reports may be made to those identified above. If a student or other individual believes there has been prohibited behavior, s/he should report it and allow the administration to determine the appropriate course of action. Any teacher, school administrator, or school staff member who does not make a timely written report of an incident of prohibited behavior shall be subject to appropriate disciplinary action in accordance with the school's disciplinary process (found in the State-Specific School Handbook Supplement).

All complaints about prohibited behavior shall be kept confidential and be promptly investigated. The school principal or appropriate administrator shall prepare a written report of the investigation upon completion. Such report shall include findings of fact, a determination of whether any prohibited behavior(s) were verified, and, when prohibited acts are verified, a recommendation for intervention, including disciplinary action, shall be in the report. Where appropriate, written witness statements shall be attached to the report. When the target of the prohibited behavior is a student, the school shall provide that student with a written copy of the rights, protections, and support services available to him/her. If there is any evidence that the student has experienced physical harm as a result of the prohibited behavior, the school shall promptly communicate that information to the appropriate personnel, including, but not limited to, emergency personnel and /or law enforcement.

If the investigation finds an instance of harassment, intimidation, bullying, dating violence, or any other prohibited behavior has occurred, it will result in prompt and appropriate remedial and/or disciplinary action in accordance with the school's disciplinary process. This may include up to expulsion for students; up to discharge for employees; exclusion for parents, guests, volunteers, and contractors; and removal from any official position and/or a request for a Board member(s) to resign. Individuals may also be referred to law enforcement officials. Remedial and/or disciplinary action for employees will follow the procedures outlined in the Employee Handbook. Remedial and/or disciplinary action for students will follow the procedures outlined in the Student Handbook.

When appropriate, the target(s) of the prohibited behavior (and/or such target(s) Caretaker(s)) shall be notified of the findings of the investigation, and, when appropriate, that action has been taken. In providing such notification care shall be taken to respect the statutory privacy rights of the accused perpetrator of such harassment, intimidation, bullying, and/or dating violence.

If after investigation the act(s) of prohibited behavior by a specific student is/are verified, the school principal or appropriate administrator shall notify in writing the Caretaker of the perpetrator of that

finding. If disciplinary consequences are imposed against such student, a description of such discipline shall be included in the notification.

Retaliation against any person who reports, is thought to have reported, files a complaint, or otherwise participates in an investigation or inquiry concerning allegations of harassment, intimidation, bullying, dating violence, or any other prohibited behavior will not be tolerated, independent of whether a complaint is substantiated. Such retaliation shall be considered a serious violation of school policy, and suspected retaliation should be reported in the same manner as prohibited behavior. Making intentionally false reports about prohibited behavior will not be tolerated. Retaliation and intentionally false reports may result in disciplinary action as indicated above.

This policy shall not be interpreted as infringing upon the First Amendment rights of students (i.e., to prohibit a reasoned and civil exchange of opinions, or debate, that is conducted at appropriate times and places during the school day and is protected by State or Federal law).

Complaints

Students and/or their Caretakers may file written reports regarding any suspected prohibited behavior by completing the Report of Bullying, Aggressive, or Other Prohibited Behavior Form, found in the Forms section of the Virtual Library, and sending this to the school. Such reports should be reasonably specific including person(s) involved, number of times and places of the alleged conduct, the target of the suspected prohibited behavior(s), and the names of any potential student or staff witnesses. Such reports may be filed with any school staff member or administrator, and they shall be promptly forwarded to the school principal for review, investigation, and action.

Students and/or their Caretakers may make informal complaints of conduct that they consider to be prohibited behavior(s) by verbal report to a teacher, school administrator, or other school personnel. Such informal complaints shall be reasonably specific including person(s) involved, number of times and places of the alleged conduct, the target of suspected prohibited behavior, and the names of any potential student or staff witnesses. A school staff member or administrator who received an informal complaint shall promptly document the complaint in writing by completing the Report of Bullying, Aggressive, or Other Prohibited Behavior Form, found in the Forms section of the Virtual Library. This written report shall be promptly forwarded by the school staff member and/or administrator to the building principal for review, investigation, and appropriate action.

Privacy/Confidentiality

The School will respect the privacy of the complainant, the individual(s) against whom the complaint is filed, and the witnesses as much as possible, consistent with the school's legal obligations to investigate, to take appropriate action, and to conform with any discovery or disclosure obligations. All records generated under this policy and its related administrative guidelines shall be maintained as confidential to the extent permitted by law.

9.3 Discipline and Due Process for Students

All students enrolled in Connections Academy are expected to conduct themselves in accordance with the rules for the school, and parents are expected to cooperate with the school staff in helping students to maintain this conduct. Student codes of conduct are set forth in this Handbook. School students are also guaranteed due process of law as required by the 14th Amendment to the Constitution.

Discipline Measures

There are three levels of disciplinary measures utilized by the school: 1) Warning, 2) Suspension, and 3) Expulsion. Each level has associated conduct breach definitions and corresponding disciplinary actions that may occur. Alternate disciplinary actions may be imposed at the discretion of the school principal.

1. Warning

Students that receive warnings from the school will have a conference (via phone or in person) with their parent/guardian(s) and the school administrator(s), and the incident will be formally documented in writing and will become part of the student's school record. The student will not have a disruption in schooling and will not be removed from the class (i.e., the Education Management System).

Warnings are issued when a student demonstrates a breach of expected conduct, but not as serious as those listed under the suspension and/or expulsion categories in this Handbook.

2. Suspension

When a student is suspended, he or she is temporarily removed from class (i.e., the Education Management System) and/or other school sponsored programs or activities. The length of a suspension is determined by the school administrator (up to 10 days at a time). A suspension will be documented in writing and will become part of a student's school record.

During a period of suspension as defined by the school principal, a student's permission to log on to and/or use parts of Connexus® is restricted. Student access to WebMail, the message boards, online clubs/activities, and/or all of Connexus® may be revoked. In such cases where the student's access is completely revoked, the Learning Coach is responsible for logging on to Connexus® and obtaining the student's assignments, responding to WebMail, and recording assessment responses for the student. The student should continue with his or her schoolwork during a suspension.

Violations that may lead to suspension include, but are not limited to, the following breaches of conduct:

- Cheating on tests or daily work: A student who knowingly participates in copying, using another'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, answer keys, or otherwise uses unauthorized materials in an assignment or assessment situation.
- *Plagiarism:* A student's use of another person's words, products, or ideas without proper acknowledgement of the original work with the intention of passing it off as his or her own. Plagiarism may occur deliberately (with the intention to deceive) or accidentally (due to poor referencing). It includes copying material from a book, copying-and-pasting information from the Internet, and getting family or friends to help with coursework.
- *Unexcused absence:* An unexcused absence is the absence of a student due to truancy, illegal employment or parental neglect.
- *Abusive conduct:* A student who uses abusive language or engages in abusive conduct in the presence of others either in person or electronically/virtually.
- *Bullying:* A student that repeatedly engages in negative actions against another student in an attempt to exercise control over him or her.
- *Harassment:* A student who demonstrates verbal, written, graphic, or physical conduct relating to an individual's sex, sexual orientation, race, color, national origin, age, religious beliefs, ethnic background, or disability that is sufficiently severe, pervasive, or persistent so as to interfere with or limit the ability of an individual to participate in or benefit from the school's programs that: 1) has the purpose or effect of creating an intimidating or hostile environment, 2)

- unreasonably interferes with an individual's educational performance, or 3) otherwise adversely affects an individual's educational opportunities.
- *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(ies).
- *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.
- *Violation of acceptable use policy:* Students who violate the acceptable use policy in one form or another are open to disciplinary action including suspension. This would include signing on as parents.
- Repeated violation of any disciplinary issues.

3. Expulsion

When a student is expelled, he or she is separated from the school for an extended period of time, or permanently, for disciplinary reasons. An expulsion will be documented in writing and will become part of a student's permanent record.

Violations that may lead to expulsion include, but are not limited to, any behavior that indicates that a student is a serious threat to the safety of others, possession of firearms, dangerous weapons, bombs, or explosives, criminal behavior, arson, under the influence of or possession of, or sale of controlled substances or paraphernalia.

Suspensions or expulsions for children designated as exceptional follow all appropriate state and federal policies, regulations, and laws.

The school will not discipline students protected under Section 504 of the *Rehabilitation Act* of 1973, the *Individuals with Disabilities in Education Act* (IDEA), or the *American with Disabilities Act* (ADA) unless the school complies with the requirements of those acts. Section 118.31, Stats., which prohibits corporal punishment of students, shall apply to the school. Sections 118.32 and 948.50, Stats., which prohibit a strip search of a student, shall also apply to the school.

Due Process for Students

The following actions will be conducted by the school, per each of the disciplinary measures as outlined below:

Suspension (no more than 10 days)

An informal hearing will be convened with the student, parent(s), school principal, and other staff members as appropriate. At this hearing, the student will be provided all due process as required by law. The school principal will inform the student and parent(s) of the charges. If the student denies the charges, he or she will be provided an explanation of the evidence, and will be provided with an opportunity to present his or her version of the occurrence. If, after discussion with the student, parent(s), and appropriate school staff, the school principal determines that the occurrence justifies suspension, written notice will be sent to the student and parent(s) about this decision. The principal has the authority to make a decision to suspend a student for up to 10 days.

Suspension of more than 10 days (Expulsion)

If a principal believes that a student has committed an offense that might require expulsion, the principal may suspend the student for 10 days pending a committee of the board hearing. During this time, the principal will request a hearing by the appropriate committee of the board of directors to discuss the possible expulsion of the student. The parent(s) will be notified of due process rights including the right to appear at the board hearing and to present the student's side of the case. The parent(s) will be notified of the date, time, and place of the hearing at least 5 days prior to the hearing.

9.4 Academic Honesty

Plagiarism

Connections Academy requires the original work of all students and in so doing, prohibits plagiarism of the work of others. Students shall be expected to properly cite the origin of work that is not the student's own. If work content, other than commonly known facts, is not properly cited, attributed, or credited, the work may be determined to be plagiarism.

Students may not plagiarize in written, oral, or creative work. In general, plagiarism occurs when a student uses another person's words, products, or ideas without proper acknowledgement of the original work and with the intention of passing it off as his or her own. Plagiarism may occur deliberately (with the intention to deceive) or accidentally (due to poor referencing). It includes copying material from a book, copying and pasting information from the Internet, and getting learning coaches, family or friends to help with coursework. Alternate disciplinary actions may be imposed at the discretion of the school principal.

Consequences for Violating the Academic Honesty Policy (Grades 6-8) First Offense

The first time a student is determined to have plagiarized the work of other(s), the student will receive a warning. The student's teacher will contact the student to explain to the student the specific reason(s) why the work submitted is considered plagiarism, and will discuss with the student how to avoid plagiarizing again. The student will be required to resubmit the question/assignment with original work. If a student chooses not to resubmit the work, the student will receive a zero for that question/assignment.

Second Offense

The second time a student is caught plagiarizing, he/she will be required to redo the question/assignment, but can only receive up to half credit. If a student chooses not to resubmit the work, the student will receive a zero for that question/assignment.

Third Offense

The third time a student is caught plagiarizing; he/she will receive a zero and will not have the opportunity to redo the question/assignment. Such repeated offenses of plagiarism by a student may result in a recommendation by the principal that the student be determined to be a repeat violator of school policy. Such recommendation may result in a determination to suspend the student.

Consequences for Violating the Academic Honesty Policy-Grades 9-12 Minor Infractions

A minor infraction occurs when a student:

• Copies or uses a minor amount of language from another source (including course textbooks) or plagiarizes in a way that may not be overtly deliberate.

Consequences for a minor infraction, first offense:

- On tests, the student will receive a zero on the particular question for which the written answer is determined to be a minor infraction.
- Portfolio assignments (essays, lab reports, etc) will be given a temporary zero and the student will be required to resubmit the work with revisions and/or adequate referencing of outside sources. If a student chooses not to resubmit the work by the deadline provided by the teacher, the student will receive a permanent zero.
- Written reprimand of student and notification of parent and/or Learning Coach by teacher.
- Notification of student's other teachers and advisory teacher.

A second offense of any minor infraction will be considered a major infraction.

Major Infractions

A major infraction occurs when a student:

- Repeats any minor infraction.
- Copies a substantial amount of text from another source (including course textbooks) when writing essays, lab reports, responding to test questions, or creating other student-generated work.
- Cheats on a quiz, test, or written assignment by preconceived acts such as using outside sources for answers, obtaining answers from other students, plagiarism of written work, or other means.
- Provides answers for a quiz or test to another student or provides school work for other students to use, including previously submitted assignments.

Consequences for a major infraction, first offense:

- The student will receive a permanent zero on the assignment.
- Written reprimand of student and notification of parent and/or Learning Coach by teacher.
- Notification of student's other teachers and advisory teacher.

Consequences for a major infraction, second offense:

- The student will receive a permanent zero on the assignment.
- Parent conference with student, teacher, and principal or assistant principal.
- Notification of student's other teachers and advisory teacher.

Consequences for a major infraction, third offense:

- The student will receive a permanent zero on the assignment.
- Repeated offenses of plagiarism by a student may result in a determination by the principal that the student is a repeat violator of school policy. Such determination will result in disciplinary action that may include being withdrawn from the course with a grade of "F" and/or suspension.

9.5 Due Process for Parents

The school is committed to ensuring parent satisfaction, and takes its responsibilities for the provision of educational services to the student very seriously. These school responsibilities are set out in the Master Agreement, the Parent/Legal Guardian Agreement (PLCA) and the School Handbook and include such things as contacting the family regularly, delivering educational materials and equipment, and providing accessible support.

The school will ensure the family and student adhere to their responsibilities stated in the Master Agreement, the PLCA and the School Handbook, and when necessary, will discipline, withdraw a

student, or take legal action against the family for a breach of the agreement or a school policy. Reasons for such disciplinary actions include, but are not limited to, failure to attend mandatory testing events (except when exempted by law), failure to return materials, or disputing the materials and equipments policy such as invoices for computer damage.

Parent Remedies

If a parent has concerns with the school's action or performance on any of the above-defined school responsibilities or disciplinary actions, he or she has the following remedies available (depending on the severity of the issue):

Addressing Issues

For routine issues or for a first attempt at redress, contact General Information Services via phone at 1-800-382-6010 or via e-mail at support@connectionseducation.com.

For more serious issues and/or to address lack of resolution of the issue at lower level, a detailed grievance procedure has been set forth below. All grievance proceedings will be conducted in a manner that protects the confidentiality of the parties and the facts. If a hearing is required for grievance proceedings, the parties will be provided with all due process procedures as required by law.

Where a parent (or a student, if 18 or older) feels that there has been discrimination on the basis of sex or on the basis of Section 504 of the *Rehabilitation Act* of 1973 that prohibits discrimination on the basis of disability, allegations of sexual abuse or any other misconduct on the part of the school or its employees, then he or she must activate the grievance procedures set out below and can directly report the complaint to the Director of Schools (Step 4) who is the person designated for the overall implementation of the requirements of Title IX and Section 504.

If charges are brought against a student for a breach of the school's Discipline Policies, which could result in a suspension of up to an additional ten (10) days or an expulsion, the due process procedures in the *Discipline* section of the Handbook are to be followed.

Grievance Process

- 1. A parent (or the student, if 18 or older) with the grievance must, in writing, report the dissatisfaction, and submit it to the student's teacher (or other appropriate Connections Academy staff member, as necessary). All parties involved must be appropriately defined, and the problem must be clearly outlined.
- 2. The recipient of the grievance (generally the teacher) must review the issue with his or her supervisor (generally the principal) and respond to the parent within three (3) school days.
- 3. If the original recipient did not resolve the grievance, the complaining party should request a meeting with the recipient's supervisor. The supervisor should investigate the matter, and schedule a meeting with the parent, the student, if necessary, and any other staff member (if necessary), within five (5) school days.
- 4. If neither party listed above is able to resolve this grievance, the parent should then request a meeting with the Director of Schools (the principal's supervisor). The Director will investigate the matter, and schedule a meeting within five (5) school days.
- 5. If a resolution was not reached at the above three (3) meetings, the parent may request a meeting with the Chief Academic Officer, who will investigate the matter, and arrange a meeting within five (5) school days.

If the school has not been able to address the parent's concern through the grievance process set out above, or if there has not been a prompt and equitable resolution of a complaint prohibited by Title IX and Section 504, the parent can contact the parent representative of the school's Board of Directors for further recourse. The school's Board of Directors is the final level at the school for resolution of a grievance. Current contact information for the Board of Directors is listed on the CapoCA website. If additional concerns remain, parents always have the right to contact the sponsoring district for the charter school or the state Department of Education as a last recourse.

10 Educational Materials Provided by the School

Capistrano Connections Academy is a publicly-funded charter school, and provides a complete course of study upon enrollment. Lesson instructions are online, but CapoCA provides access to curricular materials, such as textbooks and workbooks in online and/or print format. Students also receive any required supplemental materials. For example, in addition to textbooks and course guides, students may receive such items as yoga DVDs, Art supplies, a science kit, or a jump rope, depending on grade level and course enrollments. Please contact your school if you believe you are missing any required supplies.

10.2.2 Technology Provided by Connections Academy

Consult the <u>Technology</u> section of your state-specific homepage to find out what technology is provided by your school (http://www.connectionsacademy.com).

10.2.4 Use of Personal Equipment and Software

Capistrano Connections Academy does **not** provide technology to all students who enroll. Parents/guardians who do not have access to equipment and software that meet the school's minimum specifications are eligible to apply for a technology hardship scholarship. These scholarships are very limited.

Technology Hardship Scholarships

The technology hardship program is very limited for California schools. It is administered by Connections Academy and is designed for students lacking the access in the home to the technology required for the school's provision of educational services. This program is limited to one (1) award per family. If approved, students will be awarded a desktop computer, a monitor and reimbursement for an Internet connection (see also Section 10.2.5). Technology awards will be allocated based on a review of the family's situation and are first of all based on demonstrated economic need, and then on a combination of several other considerations. Awards are made early in the school year, and are also based on the date of the application, therefore, families enrolling midyear may not have access to the program as all scholarships may have already been awarded. The Principal of the school or designee will review and approve all applications for this program.

Technology Hardship Scholarship Application Process

- 1) During the enrollment process, the requesting family completes all of the required enrollment documentation and indicates its request for technology hardship assistance. The school principal or designee is notified. If a family is enrolling for the first time, a Technology Hardship Scholarship Application is provided and must be filled out completely and submitted to the school.
- 2) Awards are given only to enrolled students. School principal or designee approves or denies family's application. Applications are reviewed and awards are made based on a number of factors. A general announcement may be made once all the awards have been given out for the year.
- 3) The school communicates the decision, and if the family is approved, the Enrollment Team processes the approved request and orders technology components, as needed.

10.2.5 Use of the Internet Internet Subsidy

Only families approved for the Technology Hardship Scholarship will receive a subsidy for their Internet use, unless the family elects to waive the subsidy payment. The subsidy is awarded on a per family basis, not a per student basis, and is paid via debit card. The subsidy will be equal to \$16.95 a month, but will be paid out three times during the year. Therefore, each debit card amount will be \$50.85. The debit cards will be sent according to the approximate schedule listed below.

Debit Card Issuing Schedule

Debit Card Number	Cut Off Date for Debit Card Disbursement	Month Debit Card is Issued	Months the Debit Card Covers
1	November 15	December	September, October, November
2	February 15	March	December, January, February
3	May 15	June	March, April, May

Families must be enrolled at the time of the disbursement in order to be eligible. Families who were not enrolled for the entire payment period will receive a pro-rated payment. Families are not given a subsidy for the summer months.

Internet Safety Policy

It is the policy of CapoCA (the "School") to:

- prevent user access over its computer network to, or transmission of inappropriate material via Internet, electronic mail, or other forms of direct electronic communications;
- prevent unauthorized access to and other unlawful online activity related to inappropriate material via the Internet;
- prevent unauthorized online disclosure, use, or dissemination of personal identification information
- comply with the Children's Internet Protection Act ("CIPA") (Pub. L. No.106-554 and 47 USC 254 (h).

To the extent practical, technology protection measures (or "Internet filters") shall be made available for all computers accessible by students and placed on the computers located at the School site locations. As required by CIPA, this blocking technology is applied to visual depictions of material deemed obscene or child pornography or any other material deemed to be harmful to minors.

Technology protection measures may be disabled for adults or, in the case of minors, minimized only for bona fide research or other lawful purposes.

To the extent practical, the School takes steps to promote the safety and security of users of Connexus® when using electronic mail, chat rooms, instant messaging, and any other form of direct electronic communications.

Specifically, as required by CIPA, prevention of inappropriate network usage includes: (a) unauthorized access, including so-called 'hacking' and other unlawful activities; and (b) unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

To the extent practical, the School, through its handbook, the Connexus® Terms of Use and its staff, is committed to educating, supervising and monitoring the appropriate usage of Connexus® and access to the Internet in accordance with this policy, CIPA, the Neighborhood Children's Internet Protection Act, and the Protecting Children in the 21st Century Act.

The School will provide age-appropriate training for students who use Connection Academy's Internet facilities. The training provided will be designed to promote Connection Academy's commitment to the standards and acceptable use of Internet services, as set forth in the School's handbook and the Connexus® Terms of Use; and Student safety with regard to safety on the Internet; appropriate behavior while online, on social networking websites, and in chat rooms; and cyber bullying awareness and response.

This Internet Safety Policy was adopted by the Board of CapoCA at a public meeting, following normal public notice, on April 16, 2013.

EXHIBIT C

MEMORANDUM OF UNDERSTANDING

Financial and Operational

MEMORANDUM OF UNDERSTANDING Between

Capistrano Connections Academy Charter School and Capistrano Unified School District

1. RECITALS

The governing Board of Capistrano Unified School District (hereinafter referred to as "District") granted a charter to Capistrano Connections Academy, a non-profit corporation, (hereinafter referred to as "School") on June 14, 2004, pursuant to the *Charter Schools Act* of 1992, as amended. The governing Board of the District approved a charter renewal on May 11, 2009 and a second renewal on _______. This charter, among other matters, calls for the District and the School to enter into a mutually agreeable Memorandum Of Understanding ("MOU") that describes funding entitlements of the School, operation and oversight arrangements, and other matters of mutual interest. To the extent this MOU contains terms that are inconsistent with the terms of the approved charter, the terms of the charter shall control.

2. PURPOSE OF THIS MEMORANDUM

- Define funding entitlements of the School and the terms under which the District will make funds available to the School.
- Define fees to be paid from the School to the District.
- Define services that the District will provide to the School.
- Clarify the responsibilities of each party.
- 2.1 <u>Interpretation</u>. Nothing in the MOU, is intended to supersede any term or condition of the charter granted to the School.

3. TERM

The term of this MOU shall be from July 1, 2014 through the life of the school's charter, unless either party gives notice of its intent to terminate or to seek modification of the MOU. Both parties agree to meet and discuss the terms of this and future agreements in good faith and in a timely fashion so that an MOU is in force throughout the term of the charter and has been reviewed and updated annually. This Agreement will remain the operative agreement until parties take action to renew, amend or terminate the Agreement.

4. STATUS OF CHARTER SCHOOL

The following characteristics describe the School and its relationship to the District for purposes of this MOU:

5	FUNDING SOURCES		
Legal Status of Special Ed	Public School of DistrictX_LEA		
Special Education	Provided By District	XProvided By School	
Employer for Collective Bargaining	District	XSchool	
Legal status	Dependent on District	X_Non-profit corporation	

- 5.1 Direct Funding. The School shall receive direct state funding in accordance with Ed. Code sec 47633. The School will be responsible for providing the State Department of Education and/or the District with all data required for direct funding. The School may seek funding from new or "one-time" funding sources available to schools or school districts provided by the State of California to the extent that the Charter School and its Students generate such entitlements. The District will cooperate with the School, as necessary, to procure such additional funds.
- 5.2 <u>Property Taxes</u>. The District shall distribute the funds known as "in lieu of property taxes" to the School as described in Ed. Code Section 47635, and as outlined in this agreement.
- State and Federal Funds. To the extent that any state or federal funds are received by the District rather than coming directly to the School, the District shall distribute such funds to the School in a manner and timeline similar to other public schools. These funds will be "passed through" to the School as soon as possible after receipt by the District, and no later than 30 days after such receipt.
- 5.4 Special Education Funds. As a Local Educational Agency in a different SELPA, the School will receive Special Education Funding through its SELPA, not through the District. The School will bear financial responsibility for the provision of special education services. The School will be required to pay for all excess costs related to the provision of special education services to its Students. If funds are received by the District or the District SELPA that are intended for the charter school, these funds will be passed through promptly to the School.
- 5.5 Non-governmental Funds. The School retains the right to apply for and receive private grant money and/or private donations on its own, and to engage in other fund-raising and service providing activities. The School shall retain all such funds for its use consistent with the terms of such grants or activities. Any such monies received shall not reduce the annual apportionment received from the District.

6. CASH FLOW AND TRANSFER

- 6.1 <u>Payments From District to School</u>. A monthly payment schedule, including the estimated amounts of all payments, will be mutually agreed upon prior to the start of each fiscal year. The School will receive payment from the District monthly based on this payment schedule (See **Table 1**). The District will make payments to the School within thirty (30) days of the first day of each month. The monthly amount due may be adjusted by mutual agreement pursuant to the adjustment and reconciliation process described in Section 7 below. Other State or Federal funds, if any, "passed through" to the School by the District will be made on an ongoing basis as described in Section 5.3.
- 6.2 <u>Payments From School to District</u>. The School shall pay funds due to the District as described in this MOU on a monthly schedule. **Table 2** contains details of ongoing funds due and shall be updated annually before the end of the fiscal year. The District shall provide a written invoice monthly, and the School shall pay the District as soon as possible and no later than thirty (30) days after the receipt of the invoice.
 - Oversight fees are described in Section 8.3 of this Agreement. The monthly amount due may be adjusted by mutual agreement pursuant to the adjustment and reconciliation process described in Section 7 below.
 - Facilities fees, if applicable, are described in Section 20 and **Table 2** of this Agreement.
 - Property Insurance fees, if applicable, are described in Section 19.4 of this Agreement.
- 6.3 Other Services. The estimates of costs for other services provided by the District to the School are based on mutual agreement and are discussed in Section 12 of this MOU. Other services shall be agreed upon and recorded in separate agreements. Payments may be incorporated herein with mutual written consent of parties.

7. ADJUSTMENTS AND RECONCILIATION

The amounts described in Tables 1 and 2 are estimates of amounts due to be transferred between the District and the School based on the current best information available. These amounts are estimated based on the projected enrollment of the School, the budget adopted by the School's governance board, the monthly transfer schedule outlined in Ed. Code sec 47635 (b), estimates of state and local funding rates, and the guidelines of the CDE School Fiscal Services Division.

Either party may communicate with the other, at any time, to discuss adjustments to, or reconciliation of, these figures whenever there is reason to believe that these estimates are not reflective of the actual amounts owing. Such communication shall in any case occur at least once on or before April 15 of each year, at which time the parties shall present their best estimates of funds owing through the remainder of the fiscal year. The communication may be done in person, electronically or by phone as long as the method is satisfactory to both parties.

MOU draft as of submission date 12-19-13

Payments to the School will be adjusted following the P1 and P2 adjustments to revenues made by the state. Payments to the School shall also be subject to adjustment based on any adjustments to student counts as a result of an audit by the state of California.

Financial adjustments may be made in subsequent fiscal years between the School and the District that result from apportionment changes, audit adjustments, and/or other legally required adjustments.

8. SUPERVISORIAL OVERSIGHT

The School and District agree that the "supervisorial oversight" as used in Ed. Code sec. 47613 shall include the following:

- 1. All activities related to the charter revocation, renewal and amendment processes, as described in Ed. Code sec. 47607 and of the School Charter.
- 2. Activities related to monitoring the performance and compliance of the Charter School with respect to the terms of its Charter, related agreements and applicable laws.
- 3. Review of and timely response to the annual Local Control Accountability Plan and any related processes as outlined in the School's Charter.
- 4. Participating in the dispute resolution process as described in Section V. E. of the Charter.
- 5. Development and updating of this MOU to clarify and interpret the charter and the operational relationship of the District and the School.
- 6. Completion of the following duties required under Education Code Section 47604.32:
 - a. Identify at least one (1) District staff member as a contact person for the School.
 - b. Visit the School at least annually.
 - c. Ensure that the School complies with all reports required of charter schools by law.
 - d. Monitor the fiscal condition of the School, including review of annual fiscal audit of the School.
 - e. Provide timely notification to the California Department of Education if any of the following circumstances occur: Renewal of the charter is granted or denied; the charter is revoked; or, the School will cease operation for any reason.
- 7. Inspection of teacher credentials as required by Education Code Section 47605 (1).

- 8. Communication between the School and District staff that relates to these oversight and monitoring activities will not be considered "other services" as defined in Section 12 of this MOU.
- 8.1 <u>Local Control Accountability Plan</u>. In accordance with Education Code 47605.5, and starting on July 1, 2015, the School shall deliver to the District by July 1 of each year, a report which provides an analysis of academic performance of Students during the prior school year as required by the state and as further described in the Charter Section VIII. A. The report shall include performance reflected in the California Academic Performance Index, applicable requirements under No Child Left Behind or equivalent federal requirements, and any other required elements.
- 8.2 <u>Monitoring Activities by District</u>. The District shall provide advance notice prior to an official visit for the purpose of monitoring the School and shall make an effort not to disrupt instruction during any visit.
- 8.3 Oversight Fees. In accordance with Education Code Section 47613 (a) and (f), the District will charge the School for the actual costs of this oversight. Table 2 indicates the current estimate of this amount and the schedule for payment. The School and District agree that this estimate does not exceed one (1%) percent of the School's revenues as defined in Education Code Sections 47613 and 47632. The annual amount owed for the oversight fees will be adjusted at least once annually following the state's certification at P2 of the amount of revenue owed to the school as defined above. Subsequent adjustments may also be made during the following fiscal year if necessitated by adjustments to the school's revenue by the state.

9. DATA REPORTING

- Average Daily Attendance (ADA). The School will develop an attendance reporting calendar and maintain a system to record and account for ADA. The School will report the ADA figures to the District, the Orange County Office of Education (OCDE), and/or the California Department of Education, as required by law, on a timely basis. When requested, the School shall report ADA to the District on a more frequent basis. The School and District will review and agree on the procedures to be used for attendance accounting when updating this MOU, including review of the school's attendance calendar. The School is currently using the Aeries Student Information System to report attendance of its students, as well as other state reports. The District will make prior years of any data in the Aeries software and access to Aeries available without charge to the school. Technological support of the Aeries software or hardware that it is installed on will be provided to the School as described in Section 12. If the School does not want to use Aeries for ADA reporting, the School and District will agree to an alternative.
- 9.2 <u>California Basic Education Data System (CBEDS)</u> and <u>California Longitudinal Pupil Achievement Data System (CALPADS)</u>. Beginning July 1, 2014, the School shall complete and submit enrollment and other necessary demographic information to CALPADS and obtain State Student Identification Numbers from CALPADS, as necessary, on its own behalf. This also will include submission of any CBEDS reports. The School and District may negotiate for the

District to provide support for CALPADS reporting on a fee for service basis, but only if such a service is mutually agreeable to both parties.

- 9.3 Other Data. The District and the School shall work cooperatively to supply any other information necessary to enable the School and District to calculate entitlement to all available funding sources and to comply with any other state reporting requirements.
- 9.4 <u>Information Systems Package</u>. Starting July 1, 2014, and for as long as the School deems necessary, the School shall maintain at least one district configured computer capable of utilizing Aeries. The District will allow access and permissions to Aeries for designated School users. This computer and access to the CUSD database will be used to access data stored on the CUSD server for School students and staff for past school years. The School will purchase its Aeries license for the 2014-15 school year and forward directly from the vendor and not through CUSD Calendar.

10. BUDGET AND FINANCE

The School shall annually provide the following financial information to the District:

- 1. A proposed budget, approved by the School's governing board for the upcoming fiscal year. The budget will show estimated revenue and expenditures based on identified and reasonable assumptions. The approved budget will be available before June 30 of the preceding fiscal year.
- 2. Following final budget revisions at the State, District and School level, the School will provide the revised operational budget in effect as of October 31 as part of the first interim financial report. The School will notify the District prior to the submission of the first interim report if the School becomes aware of any substantial budget changes.
- 3. Monthly financial reports will be available to the District in the format used to present the reports to School's governing board.
- 4. In accordance with Education Code Sections 42100 and 47604.33, mid-year financial reports displaying the financial status of the School as of October 31st, and January 31st, will be provided to the District no later than December 15th, and March 15th, respectively. Financial information will be provided in a format mutually agreed upon by the School and District.
- 5. The School will provide the District with unaudited actual reports for the full prior year no later than September 15, as required by Education Code Section 47604.33. Financial information will be provided in a format mutually agreed upon by the School and District. The School will typically use the State alternative charter school format.
- 6. The District reserves the right to request additional School financial information and inspect School financial records if District officials deem such information necessary to perform State required financial oversight responsibilities. Such requests would be made in

writing and reasonable timeframes would be established to allow the School to produce such additional financial information.

11. FISCAL AUDIT

The School shall cause to be prepared an annual audit of the financial transactions of the School each year pursuant to the terms specified in the charter. The School shall retain an auditor certified to audit public schools. This audit will include attendance records (as described in the Charter). The School shall forward a copy of the audit to the CFO of the District after review by the School's governing board of the final audit results. An annual audit will be completed by December 15th following the close of the school year. Any negative findings or exceptions shall be resolved pursuant to the terms of the Charter and any relevant provisions of Education Code.

12. OTHER SERVICES

- 12.1 <u>Fees for Other Services.</u> The District will provide other technical support to the School on request. These support services may be provided at an hourly rate and will be billed to the School monthly, quarterly or annually based on the actual number of staff hours accrued during the previous month, quarter or year. The hourly rate charged to the School shall represent the District's payroll and benefit cost for the employee(s) providing the service to the School, plus an additional ten (10%) percent administrative overhead fee.
- 12.2 <u>Scheduling of Services</u>. The School will submit appropriate work orders for services to be provided by the District Maintenance and Operations or Technology and Information Services Departments. The School agrees to work cooperatively with District staff to coordinate the scheduling and scope of the services to be provided.
- 12.3 <u>Optional Services</u>. The School may opt for the following services from the District or from another provider. If School is located on District property, District shall approve service providers for facility issues in order to ensure the facility stays up to District standards.
 - a. Information/computer systems support for attendance accounting and student information data management. Technical and software support provided by District personnel will be billed on an hourly basis, including Aeries support and services for student data preparation for state testing.
 - b. Fiscal consultation and planning (for services beyond the scope of Supervisorial oversight).
 - c. Risk management.
 - d. Staff development and training: Provided on a per diem rate to be agreed upon prior to the training session. Training services may be obtained by attendance at district classes, or be organized specifically for School staff.
 - e. Intra-district mail services: Only available at District sites.

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- f. Food Services.
- g. District Testing Services, including testing locations on District facilities.
- h. Beginning Teacher Support and Assessment Program: The School may, under a separate contract with the District, use the District BTSA program to provide induction services to the School teaching staff. Election to participate in this program will occur prior to the start of each BTSA session or segment. The School will negotiate the cost per teacher with the District based on the current state funding levels for the program, as well as District costs.
- 12.4 <u>Termination of Services</u>. If either the District or the School decides to terminate the provision of ongoing services, that party must give the other at least sixty (60) days notice of its determination to terminate services being provided.

13. SPECIAL EDUCATION AND RELATED SERVICES

The School has elected to be a Local Educational Agency ("LEA") for special education purposes pursuant to Education Code 47641. This Agreement constitutes written verifiable assurances that the School will provide special education services in compliance with all applicable laws and regulations. The School is a member of the Tulare County/District SELPA. The School retains the right to switch to a different SELPA if and when the School determines such a switch is in the School's best interest. The responsibilities of the School as the LEA, and SELPA in supporting the LEA, are as follows:

- 13.1 <u>Funding</u>. The SELPA shall provide the School all state or federal revenues that are generated by students enrolled with the School ("Students") that are distributed to the SELPA by the state and in accordance with SELPA policies ("Funding"). The parties recognize the Funding received for special education purposes from federal and state resources are currently inadequate, and that additional funds are required. It is the intent of the parties that, outside of the above-mentioned funding received by the SELPA, the School will bear financial responsibility for the provision of special education services.
- 13.2 <u>Financial Responsibility</u>. The School shall provide a properly credentialed special education staff, as well as a credentialed and qualified coordinator for special education, and coordinator for Section 504 and ADA. The School shall be responsible for all special education services to the School's Students and shall be financially responsible for the provision of those services, including all costs in excess of Funding received. Services will be in compliance with all applicable state and federal laws and regulations. The School, at its option, may mitigate its risk of incurring such excess costs by participating in any risk pooling arrangements of the SELPA in the same manner as any other LEA of the SELPA, or in any other risk pooling or insurance arrangements that the School may access on its own, and at its own expense.
- 13.3 <u>Section 504 and the ADA</u>. Absent agreement of the parties to the contrary, the School shall be solely responsible, at its own expense, for compliance with Section 504, including

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referrals, identification, assessments, Section 504 team meetings, implementation of Section 504 Plans, and any mediations, complaints, or hearings regarding the School's responsibilities under Section 504 and/or ADA. It is further recognized that the School may contract with the District, employ its own staff and/or contract with other vendors to deliver services required by Section 504 Plans Students of the School, and as otherwise required by applicable state and federal laws.

- 13.4 <u>Identification and Referral of Students</u>. The School shall inform Students and their Parents/Guardians of its role as LEA and shall make available information pertaining to the provision of special education services. The School has the responsibility to make referrals for identification and assessments of any Students who are enrolled in the School who are believed to be eligible for special education assessment and/or services. All referrals shall immediately be provided to the School's special education staff and/or the School's contracted service provider for consultation, identification and assessment.
- 13.5 <u>Assessment of Special Education Students</u>. The School will determine what assessments, if any, are necessary and arrange for such assessments for all referred Students, including annual assessments, and tri-annual assessments. The School will also be responsible for responding to requests for Independent Education Evaluations (IEEs) and funding IEEs, as deemed necessary or appropriate.
- Supervisorial Oversight. The District will have "supervisorial oversight", as that term is defined in Ed. Code § 47613, over the School's carrying out its responsibilities under this Section of the MOU. The parties acknowledge that School has responsibility, as a LEA, for compliance with its responsibilities under this Section of the MOU, and for following the policies and procedures of the SELPA, of which it is a member. In the event District receives or initiates a complaint or inquiry regarding School's discharge of its responsibilities, it shall forward such complaint or inquiry to School and School shall be solely responsible for responding to such complaint or inquiry. In the event of a dispute between the parties arising out of such complaint or inquiry that the parties are unable or unwilling to resolve, such dispute shall be subject to the dispute resolution process set forth in the charter. The parties agree that a representative of Tulare SELPA shall be entitled to participate in any dispute resolution proceeding that relates to the School's responsibilities under this Section of the MOU and/or the District's oversight responsibilities referenced in this Section 13.6, and the parties waive any right to object to such participation by SELPA. The parties agree that all information regarding activities addressed by this Section of the MOU shall be kept confidential in accordance with FERPA and/or HIPAA, as applicable. The oversight services performed by the District referenced in this section, together with the oversight services to be provided by the District pursuant to the MOU, will be subject to the oversight fee provided for in Section 8.3 of the MOU.
- 13.7 <u>Individualized Education Program</u>. The School shall be responsible for arranging all necessary IEP meetings for Students. The School shall be responsible for providing adequate notice for these meetings, providing meeting arrangements, having all required IEP team members of the School present at the meeting, including but not limited to the designated representative of the School, the Student's special education teacher from the School, if

appropriate, and a School representative who is knowledgeable about the regular education program at the School. Further, the School's responsibilities shall include documentation of the IEP meeting and the provision of parent rights.

- 13.8 <u>Eligibility and Placement</u>. Decisions regarding Students' eligibility, goals/objectives, program, placement and exit from special education shall be the decision of the IEP team, with the exception of parents who "withdrawal their consent for special education services". Team membership shall be in compliance with federal law and shall include all required meeting participants from the School. Services and placement shall be provided to all eligible School Students in accordance with the IDEA and the policies, procedures and requirements of the SELPA. The School shall be responsible for referrals, identification, assessments, IEP team meetings, implementation of IEPs, and providing a continuum of placement options for School's Students.
- 13.9 <u>Interim Placement for Transfer Students</u>. For Students who enroll in the School with an IEP from a school other than the School, where the IEP specifically provides that Independent Study is appropriate for Student, it is the responsibility of the School to provide services comparable to those described in the previously approved IEP, for a period not to exceed 30 days, by which time the School shall either adopt the previously approved IEP or shall develop, adopt, and implement a new IEP that is consistent with state and federal law. In the event a Student enrolls without disclosing the existence of an IEP, upon learning the Student was provided with an IEP at the Student's prior placement, the School will convene an IEP team meeting to determine whether Independent Study is appropriate and, if not, provide the parent with prior written notice of the IEP team's determination.

The School will also require, as part of its admissions process, that prospective Students consent to acquisition of their cumulative files, including all special education files from their prior school. For Students who were previously enrolled in the District, the District agrees to forward the student's cumulative file, including all special education files to the School within ten (10) days of written notification.

- 13.10 <u>Special Educational Services and Programs</u>. The School has the discretion to contract all or part of its above responsibilities for the provision of special education and related services to a third party provider, including, but not limited to, the District. To the extent that the agreed upon IEP requires educational or related services to be delivered by staff other than the School staff, the School shall provide such services through a contract with a third party special education provider(s). All services required by the IEP will be provided by the School and its contractor(s).
- 13.11 <u>Student Transportation</u>. The School agrees that it shall be solely responsible for any and all transportation offered or required by special education Students of the School, including but not limited to, any and all transportation required in any student IEP or otherwise required by state and/or federal law for special education students.

- 13.12 <u>Parent/Guardian Concerns</u>. Parent/Guardian concerns regarding special education services shall be directed to the School, who shall be solely responsible for addressing such concerns.
- 13.13 <u>Complaints</u>. The School shall address, respond, investigate, and take any and all necessary action to respond to all complaints received under, among other things, the school's uniform complaint procedure, involving special education and IDEA or 504/ADA compliance.
- 13.14 <u>Due Process Hearing</u>. The School may initiate a due process hearing or mediation only request on behalf of Students enrolled in the School, as the School determines is legally necessary to meet its responsibilities under state and federal law. The School agrees that if it does initiate such a proceeding, it shall be solely responsible for bearing all costs and fees associated with such proceeding. In the event that Parents/Guardians file for a due process hearing or mediation only request against the School, the School shall be wholly responsible for the costs and fees associated with the defense of the proceeding(s), except to the extent otherwise required by Section 19.4.
- 13.15 <u>SELPA Activities and Meetings</u>. The School shall participate in SELPA meetings and activities to the extent allowable under SELPA policies. To the extent that the District and/or SELPA provide training opportunities and/or information regarding special education to site staff, such opportunities/information shall be made available to the School and its staff.

14. STANDARDIZED TESTING

- 14.1 <u>State Standardized Testing</u>. The School will administer the California State standardized testing as required by law. Arrangements for ordering, administering, and obtaining reimbursement for the state tests will be done by the School, independently from the District. The School is responsible to ensure the School's test scores and data are reported accurately according to law. The School will provide testing sites and staff to administer the assessments.
- 14.2 Pre and Post Assessment Tests. Only if required by district policy, the School agrees to administer a district approved Pre and Post-test to the School's students who reside within the district, if and when 10% of the total School population resides within the district. In any case, the School may administer its own designated pre and post-tests, as described in the charter. The annual schedule for testing will typically consist of fall and spring testing. If the School is required by district policy and by the threshold above to use a district test, it will be administered concurrent with the district administration of these tests. If the School utilizes a district test, it agrees to pay the District a reasonable amount per pupil annually to cover the cost of providing, processing and reporting results of the tests for the School within thirty (30) days of receipt of an invoice from the District. The amount will be agreed upon annually by both parties prior to the first administration of such tests, when such tests are required. The School will make every effort to schedule administration of these tests during the District's testing windows to the extent possible for the school calendar.

- 14.3 CELDT (California English Language Development Test) Testing. The School will administer the CELDT as required by law. Arrangements for ordering, administering, and being reimbursed for the state tests may be done by the School and District collaboratively. The District and the School agree to work cooperatively when necessary to insure the School's test scores and data are compiled and reported accurately and on time. In addition, the District and School may work cooperatively to identify and designate the status of English Language Learners enrolled at the school. Upon request, District shall provide one (1) testing site for test administration and a trained test administrator as needed. If the District is providing testing services, and if costs to the District related to CELDT testing exceed the revenue received by the District for ELL students enrolled at the School, the School will pay for the additional cost of materials and test administration or will arrange to complete testing on its own. It is the intention of both parties that CELDT testing for School students shall be cost neutral to the District.
- 14.4 <u>Staff Development</u>. The District agrees to notify the School of staff development and training sessions that apply to either administration or interpretation of both State and District tests, so that the School staff may choose to attend. If such training is requested by the School, the District will provide an estimate in advance of the anticipated cost of such training sessions.

15. DISTRICT REPRESENTATIVE TO SCHOOL GOVERNING BOARD

The District is entitled to a single representative to the School governing board under Education Code Section 47604 (b). Until and unless changed in writing by the District, the District will appoint a liaison to the School governing board who shall not be a board member, but will serve as a liaison between the School governing board and the District.

16. NOTIFICATIONS TO SCHOOL PARENTS

- 19.1 <u>High School Course Transferability</u>: The School will notify all parents of high school students of the transferability of the School's courses to other high schools and colleges. As described in Ed. Code 47605 (b) (5) (A) (iii), as long as the school maintains its accreditation with the Western Association of Schools and Colleges (WASC) all courses offered by the school will be considered transferable to other high schools, and all coursed offered by the school that are approved by the California University System under the "A" to "G" admissions criteria will be considered to meet college entrance requirements. The School currently elects to make this notification via the School Handbook, but may elect to change the route of notification, and if the route of notification is changed, the school will notify the District of the change.
- 19.2 <u>Other Required Notifications</u>. The School will notify the public and/or parents as required by law. Such notifications may be made through the School's public website, the School Handbook, and/or webmail notifications.

17. SCHOOL RECORDS

The School will be responsible for keeping and maintaining accurate and legal records regarding its business, including, but not limited to, student and personnel records. The School will adopt policy and procedures regarding content and responsibility for these records and will comply with applicable law regarding retention, confidentiality, and destruction of school records. The District will be provided with a copy of this policy for review upon request. The School agrees to cooperate with the District regarding input on this policy. The School and District agree to provide any applicable student or personnel records to the other in a timely way. The School or District may charge for the actual cost of providing such records (e.g. copying and mailing). The School and District shall cooperate on maintaining long-term student records. The School and District also agree to cooperate with each other if further assistance beyond student records is needed following a student transfer.

18. PERSONNEL AGREEMENT

As stated in the Charter in Section V. C., Rights of School District Employees the District and the School may negotiate a "loan" agreement for District personnel that is in accordance with the charter, the School and District personnel policies, and other applicable law. Neither party is obligated to negotiate such an agreement.

19. INSURANCE AND INDEMNIFICATION

- 19.1 <u>General liability</u>. The School shall purchase and maintain in force during the term of this Agreement, general and public liability coverage in amounts of not less than One Million (\$1,000,000) Dollars primary and Five Million (\$5,000,000) Dollars excess, providing coverage for bodily injury and property damage resulting from negligent acts of the, School, its governing board, its officers, agents, employees. Abuse and molestation coverage shall also be maintained in amounts of not less than One Million (1,000,000) per occurrence and in the aggregate. The insurance program will name the District as an additional insured or the equivalent thereof.
- 19.2 <u>Workers' Compensation</u>. The School agrees to carry workers' compensation insurance to protect its employees at a limit determined by the Labor Code of the State of California and Employers' Liability insurance in the amount of One Million (\$1,000,000) Dollars or its current limit of each, whichever is greater. Proof of such coverage will be furnished to the District.
- 19.3 .Property Insurance. If the School is housed on District property, the School shall obtain property insurance up to the level of the District's property insurance deductible (currently twenty-five thousand (\$25,000)) and name the District as a loss payee. Such insurance shall be the type of property insurance known as "all risk," and this insurance shall have a deductible of not less than Five Hundred (\$500) Dollars per occurrence. Should a loss occur within the School's insurance limit, the School agrees to bear sole responsibility for this loss; and the amount paid to the District in compensation shall be the amount of the loss. The School's property insurance shall be primary over any other insurance that may be available through the

District. The School shall have the sole responsibility for insuring its personal property and securing property insurance for any facility not owned by the District.

19.4 <u>Indemnification</u>. The District agrees to indemnify and hold the School and its officers, directors, employees, and agents harmless and free from all claims, actions, audits, losses, liabilities or expenses arising under this agreement that are the responsibility of the District that may arise as a result of the District's acts or omissions in the performance of this agreement.

The School agrees to indemnify and hold the District and its officers, directors, employees, and agents harmless and free from all claims, actions, audits, losses, liabilities or expenses arising under this agreement that are the responsibility of the School that may arise as a result of the School's acts or omissions in the performance of this agreement, except such loss or damage caused solely by the negligence or willful misconduct of the District.

19.5 <u>Evidence of Coverage</u>. The School will provide the District evidence of insurance coverage annually upon request.

20. FACILITIES USE AGREEMENT

The School and District do not currently have a Facilities Use Agreement, but may enter into such an agreement if mutually desirable and agreed upon.

21. CONSTRUCTION AND SEVERABILITY

- 21.1 <u>Amendments</u>. This agreement may be amended or modified, in whole or in part, only by an agreement in writing developed in the same manner as this agreement.
- 21.2 <u>Termination</u>. Except as otherwise provided herein, this Agreement may not be terminated except in the event of a material breach of the Agreement by a Party and in that event only after the non-breaching Party provides written notice to the breaching Party specifically identifying the breach and a minimum of sixty (60) days opportunity to cure the specified breach in order to avoid termination. In the event of termination, any amounts owed as of the date of termination shall be paid within sixty (60) days of such date. The Parties' indemnity obligations and rights with respect to any liabilities and claims for damages, death, sickness or injury to persons or property from acts and/or omissions during the term of this Agreement shall survive the termination or expiration of this Agreement.
- 21.3 <u>Severability</u>. If any provision or any part of this agreement is for any reason held to be invalid and/or unenforceable or contrary to public policy, law, statute, and/or ordinance, the remainder of this agreement shall not be affected thereby and shall remain valid and fully enforceable.
- 21.4 <u>Notifications</u>. All notices, requests and other communications (collectively "Notices") under this agreement given to or by the parties shall be in writing. Notices shall be deemed to have been duly given on the date of service if personally served on the party to whom the Notice is to be given, or seventy two (72) hours after mailing by United States first class mail, registered

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or certified mail, postage pre-paid, and addressed to the party to whom Notice is to be given at the proper addresses as follows:

To the District at:

Capistrano Unified School District Attn: Julie Hatchel 33122 Valle Rd. San Juan Capistrano, CA 92675

To the School at:

Capistrano Connections Academy Charter School Attn: Principal 26800 Aliso Viejo Parkway, Suite 120 Aliso Viejo, CA 92656

AND:

Procopio, Cory, Hargreaves and Savitch Attn: Greg Moser 525 B Street, Suite 2200 San Diego, CA 92101

IN WITNESS WHEREOF, the parties to this agreement have duly executed it on the day and year set forth below.

On behalf of the Capistrano Unified School District:	
BySuperintendent or designee	_ Date:
Superintendent or designee	
On behalf of Capistrano Connection Academy Charter School:	
By	Date:
Dr. Brad Davis, Board President, Capistrano Connections Ac	ademy

EXHIBIT D

MASTER AGREEMENT SAMPLE

2013-14 CALIFORNIA INDEPENDENT STUDY MASTER AGREEMENT

I. Educational Objectives

The major educational objectives are to:

- 1. Enable the student to keep current with his/her grade-specific studies.
- 2. Enable the student to successfully complete his/her assignments and meet assignment-specific objectives outlined in the school's curriculum, Master Agreement, the Educational Management System (Connexus®), and the Personalized Learning Plan (PLP).

The student's work will be evaluated regularly by his/her teacher using the methods specified in this Master Agreement, Connexus, and the PLP. All parties agree to report to the teacher regularly, in accordance with the frequency, time, date, method, and location specified below. On reaching the objectives stated in this Master Agreement, the student in grades K–8 will be credited with having completed the specified semester of his/her assigned grade level. For a high school student in grades 9–12 who obtains the objectives of the Master Agreement, course credits will be earned in accordance with the student's course of study, for each course which is successfully completed. The course of study is attached to this Master Agreement and is included as part of each Monthly Assignment and Work Record.

II. Studies

Areas of grade-specific study provided include, but are not limited to: English/Language Arts, Mathematics, Science, History/Social Studies, Social Science, Physical Education, and other electives (electives to be confirmed on consultation with Supervising teacher). Any modifications to this full course of study will be documented in the Monthly Assignment and Work Record. The course of study and possible course credits for students in grades 9–12 will be attached to this Master Agreement within two (2) weeks of the student's enrollment date or the first day of each semester (whichever is later).

III. Regular Reports

Each student in every grade must communicate with a teacher at least once every two (2) weeks. In addition, parents/guardians (or their qualified designee) must communicate with their student's teacher(s) on a regular basis, with the frequency to be determined by the teacher based on the student's grade level and progress in the program. These required reports (also known as contacts) will occur in person, by phone, or via LiveLesson® real-time instructional sessions, at a mutually agreed upon time and date. Meetings are documented in Connexus Log Entries. The student and Learning Coach agree to report the student's attendance and lesson completion on a daily basis in the Connexus. The student and Learning Coach agree to submit student original work samples to the school by the stated school deadlines, typically once per month at a minimum. Work should be submitted via U.S. Mail, in person, and/or through online "drop box" or email submission. Parents/guardians/caretakers will ensure their student participates in all assessments as required by the school program. Each student must take at least one (1) Connections Academy staff-proctored test each year.

IV. Methods of Evaluation

Student evaluation will incorporate a variety of methods that may include, but are not limited to: portfolio items, review of assignments by teachers and the Learning Coach, observation, teacher-made evaluations, online assessments, proctored exams, any other mailed work to be graded, and written and oral tests and quizzes. **Submission of original portfolio and original student work samples by the stated school deadlines is required to participate in the program.**

V. Methods of Study

Activities selected as a means to reach the objectives may include, but are not limited to: core curriculum materials, reading, independent research, essays, term papers, flash cards, illustrations, oral and written reports, demonstrations, participation, lesson exercises, games, comprehension questions, computer programs, field trips, simulations, discussions, note-taking, videos, and other educational activities. (Note: Assigned texts, lesson plans, and acceptable monthly-required work samples for students are found in the PLP, Connexus, and lesson manuals.)



VI. Resources

Resources include, but are not limited to: a Learning Coach, credentialed teacher support, Technical Support, Student Support Services, core curriculum, the Connexus, lesson manuals, supplementary course material, and special education resources.

VII. Conditions of Independent Study

- 1. Independent study is an optional, educational alternative that the student voluntarily selects. Students who choose independent study must be offered the alternative of classroom instruction and must have the option of returning to the classroom at any time.
- 2. This independent study program is substantially equivalent in quantity and quality to classroom instruction. Students in the school have equality of rights and privileges with students in other public school programs. Students are entitled to school services and resources including, but not limited to: school staff, credentialed teachers, textbooks, supplementary materials, and the services and resources received by other students enrolled in our public school, as specified in the School Charter.
- 3. For students in grades K–12, no more than four (4) school weeks may elapse between when a teacher makes an assignment and the date by which the student must complete the assigned work (i.e., "Assignment Time"). Where special or extenuating circumstances exist, and this set time limit cannot be met, the principal or designee may approve a period not to exceed an additional four (4) weeks. (Education Code 51747 (a))
- 4. As per Education Code 51747, the Board has determined that the following number of missed assignments will trigger an evaluation of whether it is in the best interests of the student to remain in Independent Study:
 - Missing two (2) consecutive contact appointments between the student and teacher
 - A "participation rate" of less than seventy percent (70%) in the school's Educational Management System (Connexus) over a period of four (4) weeks
 - For Grades K-5, failure to submit a the assigned portfolio items to the supervising teacher for two (2) consecutive school months
 - For Grades 6–12, failure to submit the required and assigned work samples, assessments and/or portfolio items for one (1) school month

The evaluation triggered by the missed assignments will be delivered to the parents and to the student, if the student is over eighteen (18) years of age. Written evaluation findings shall also be kept in the student's school record. (Education Code 51747 (b)). If the student fails to address the issues which led to the evaluation within one week of the delivery of the written evaluation, the school may withdraw the student for non-compliance with the Master Agreement.

- 5. Any student with an existing Individualized Education Plan (IEP) may not participate in the Independent Study Program provided by California Connections Academy Schools unless the existing IEP specifically provides for that participation. Questions about a student's IEP should be directed to the school Principal or Director of Special Education.
- 6. A Master Agreement must be submitted for each semester the student is enrolled in this Independent Study School. Failure to return a signed Master Agreement for either first or second semester before the student's enrollment date or the first day of the semester (whichever is later) will lead to withdrawal for non-compliance.
- 7. Parents/guardians of all high school students under the age of 18 have reviewed, understand, and agree to the course of study and possible course credits attached to this document and found in Connexus.
- 8. Parents/guardians will ensure that their student participates in any state-mandated standardized testing, unless exempted by law. The California state tests include the annual administration of:
 - a. STAR testing for all students in grade levels to be determined annually by the state of California.
 - b. A writing test for all students in grade levels to be determined annually by the state of California.
 - c. Physical Fitness testing for all students in grade levels to be determined annually by the state of California.
 - d. English language testing (CELDT) for students identified as English Language Learners in any grade or initially for students whose primary language at home is not English.
 - e. CAHSEE (California High School Exit Exam).
 - f. Any other state testing as required by the State of California.
- 9. Parents/guardians have read, understand, and agree to be bound by all the rules and other provisions set out in the Parent/Learning Coach Agreement and the School Handbook in order to be enrolled in this Independent Study School. Any breach may result in a review of this Master Agreement and the student's placement in this Independent Study School. The signature below of the parent/guardian grants permission for the specified student to participate in Independent Study as outlined in this Master Agreement.



2013-14 CALIFORNIA INDEPENDENT STUDY MASTER AGREEMENT

Student Information

Legal Last Name	Legal First Name		Legal Middle Name	
Male Female / / Gender Date of Birth Grade for 20	013-14 School Year	2013–14 School Year	Fall Semester	
Street Address	County			
City		State	ZIP Code	
Home Phone Work Phone	Mobile Pho	one		
Agreement to Terms				
By signing below, you agree to the following terms. (Note: A age. Digital or typed signatures are not acceptable. Californisign, contact Enrollment. A document with a missing studen caretaker must sign the document for all students under the I have read, understand, and agree to all the Conforth in this Master Agreement, and we acknowled this Independent Study Program.	ia law requires the sat signature or missicage of 18.) ditions of Independent	student to sign this a ng dates is not valid. Indent Study detaile	greement. If the student is unable to A parent, legal guardian, or legal d above and to the terms set	
Student Name (Last, First Middle)	Signature		Date	
Parent/Guardian Name (Last, First Middle)	Signature		Date	
Parent/Guardian Name (Last, First Middle)	Signature		Date	
Designated Learning Coach Name (Last, First Middle) (if someone other than a parent/guardian has been designated)	Signature		Date	
Other Name (Last, First Middle) (directly responsible for providing assistance to the student)	Signature		Date	
Internal Use Only: Date Agreement Begins:		Date Agre	eement Ends:	
Connections Academy School (check one): Cap	istrano 🗌 Cen	tral California 🗌] CalCAR	
Supervising Teacher Name (Last, First Middle)	Signature		Date	
Name of Other Teacher Providing Instruction (Last, First Middle)	Signature		Date	
Name of Other Teacher Providing Instruction (Last, First Middle)	Signature		Date	
Name of Other Teacher Providing Instruction (Last, First Middle)	Signature		Date	
Name of Other Teacher Providing Instruction (Last, First Middle)	Signature		Date	



EXHIBIT E

PARENT/LEGAL GUARDIAN (CARETAKER) ACKNOWLEDGEMENT (PLCA)

2013–14 PARENT/LEGAL GUARDIAN (CARETAKER) ACKNOWLEDGEMENT (PLCA)

What: This document lists the responsibilities associated with being a Caretaker and Learning Coach for a student. If you are the parent or legal guardian of a student (or an emancipated minor), you must review this document. You must also review the Regulatory Program Description, which contains important information about state regulations that apply to your school.

Who: Each parent or legal guardian of a student (or an emancipated minor) must review this document.

Why: You must acknowledge the responsibilities associated with being a Caretaker and Learning Coach for a student prior to receiving access to Connexus®, our Education Management System (EMS).

Note: If you are an emancipated minor enrolling yourself (i.e., an Eligible Student), this document also applies to you. The Parents/legal guardians will be required to provide the birth certificate for each of student they are enrolling and, if applicable, custodial documentation to validate their relationship to the student(s). Parents/legal guardians may designate another adult to serve as the Learning Coach of the student(s) by completing the Designated Learning Coach Agreement (DLCA). An Eligible Student can also designate another adult to serve as his or her Learning Coach by completing the DLCA.

Educational Decisions

The following items are related to your ability to make the necessary educational decisions for the student(s) you are registering.

- ✓ I confirm that I have the legal authority to make educational decisions for the student(s) I am registering.
- ✓ I understand that, except for approved part-time programs, I am registering my student(s) in a full-time public program that has a defined school calendar, required assessments and other requirements.
- ✓ If I am the caretaker with physical custody of the student(s), I acknowledge that I am responsible for transporting and supervising my student(s) during their participation in any school activities.
- ✓ I consent to my student(s) attending all mandatory meetings and standardized tests if required by the school.
- ✓ I acknowledge that my role as Learning Coach does not make me an employee, contractor, agent, official, teacher, representative, or affiliate of my student's school.
- ✓ I acknowledge that I am not entitled to receive benefits or compensation from Connections in my capacity as a Learning Coach.
- ✓ I acknowledge that the school has no responsibility for my activities or actions.
- ✓ I understand that I am responsible for reviewing family and enrollment information, and I will notify the school immediately of any errors or changes.

Connexus

Connexus contains nearly all of the tools and resources that you and your student(s) will use for school. During the enrollment process, you will use Connexus to communicate with Connections Academy staff and complete enrollment tasks. After enrollment, you will use Connexus to manage your student's education. Your student will use Connexus to complete coursework and communicate with teachers and other students. The following items are related to the guidelines for Connexus use.

- √ I agree to comply with all federal and state laws and applicable Connections' policies, terms and conditions with regard to my access to Connexus.
- ✓ I agree to use Connexus in compliance with all applicable school policies and I acknowledge that failure to comply with school policies is grounds for immediate termination, without further notice, of my Connexus account.
- ✓ I will not use Connexus for the purpose of creating a hostile environment by harassing, threatening, intimidating, degrading or abusing any Connexus user(s).
- ✓ I understand that I am being provided full access to Connexus with respect to the student(s) I am registering and who will enroll in Connections Academy.
- ✓ I agree to access Connexus solely for the purpose for which it is intended.



Hardware

You and your student will need regular computer and Internet access for school. Refer to the Hardware and Connectivity area of the Connections Academy website (www.connectionsacademy.com) to determine if your school provides any equipment or Internet subsidy. The following items are related to the equipment you and your student(s) use.

- ✓ If I use my own equipment, I verify that my computer meets all minimum requirements for hardware and software as specified in the School Handbook and the school's Technology web page.
- ✓ I understand that I will be financially responsible for any school property that is provided to me, including property that becomes damaged, excluding normal wear and tear, is moved to another location, or is not returned when request by the school.

Documentation and Records

Review any documentation prior to submitting it to ensure that all information is accurate and up-to-date. Any incomplete information may result in a delay in the enrollment process for your student(s). Please respond promptly to communications from Connections Academy staff. The following items are related to documentation and records.

- ✓ I understand that students are bound by the rules and other provisions set out in the School Handbook: General Portion and the state-specific Supplement (available in the Virtual Library within Connexus).
- ✓ I have read and understand the Regulatory Program Description (see next page of PLCA) including information about the need for adult supervision for some students.
- ✓ All of the information that I will provide in the Student Information Form (SIF) and Family Information Form (FIF) and subsequent enrollment documentation will be accurate.
- ✓ I confirm that there is no current court order that restricts my access to the student's educational records, or my decision-making authority with regard to my student and I agree immediately provide any court order that affects the status of my parental rights in any way.
- ✓ I agree to immediately provide any court order that affects my status in any way.
- ✓ I understand that the terms herein remain enforceable against me, the parent and/or learning coach, through the entirety of my student(s) enrollment with the school.*
- ✓ I understand that it is my responsibility to immediately complete a new PLCA/Learning Coach Agreement should any information contained herein change.*
- ✓ I understand that, to the extent the PLCA/learning coach form is modified in the future, I agree to be subject to the most current modified version of the form which can be found at (current version link)*
- ✓ I have read, understand, and agree to the terms of this Parent/Legal Guardian (Caretaker) Acknowledgment.
- By signing this form, I am confirming that this student meets any eligibility requirements as listed on the school's Eligibility Requirements web page.



2013–14 REGULATORY PROGRAM DESCRIPTION

What: This document contains important information about state regulations that apply to your school. Please read this document prior to completing the Parent/Legal Guardian (Caretaker) Acknowlegment.

Who: Parents/legal guardians and eligible students (students 18 years of age or older or otherwise legally emancipated) must review this document and complete the PLCA in order to receive access to Connexus®, our Education Management System (EMS).

Why: Families enrolling in Connections Academy must be aware of and agree to their state's regulatory requirements to continue the enrollment process.

You are enrolling in a school that operates in a "virtual" environment. Enrolling in this school means that your child will be attending a public school that has no physical classroom but still must meet all regulatory requirements for public schools in your state. These requirements include attending school for a required number of days and completing a required number of hours of instruction. While you will experience more flexibility than in a traditional school, students will still be expected to follow the school calendar. The school calendar and the required days and hours of instruction are posted in the School Handbook or may be requested by contacting support services at 800-382-6010.

Students will be required to have their attendance recorded on a daily basis in Connexus®, the school's Education Management System (EMS). There are additional requirements in order to demonstrate attendance for the required number of days and hours. Students who do not attend school as required by law will be considered truant. Students and their parents/legal guardian(s) are subject to local truancy laws and regulations. Students are also required to participate in state and school standardized tests and to comply with the terms of the School Handbook. Please carefully review the following requirements.

All grade levels: State law provides that parents/legal guardians are responsible for ensuring that their students attend school. Only a parent/legal guardian or a designated representative can record attendance. Attendance must be recorded daily in Connexus. In addition, all students must complete assigned lessons, submit specified assignments to their teachers by mail and online, and complete assessments. Students and/or their parents/legal guardians or designated representatives are expected to participate in regular telephone, email, web conferencing (LiveLesson® sessions) or, if required, in-person contacts with a teacher during the school's regularly scheduled school hours. If these activities are not completed as directed by the school, then attendance can't be verified, and the student may be considered truant. Please check your school's web page to determine what grade levels are offered, as not all schools offer all grades.

Elementary School: In order to meet attendance requirements and successfully complete their lessons, students will need substantial assistance from a parent/legal guardian or a designated representative who should be with them physically during the school day. The amount of assistance will vary depending on the student's capabilities to be self-directed and to comprehend the materials. Students must be in a safe and secure environment. Such an environment generally requires that the student have adult supervision during the entire school day in order to meet health and safety regulations. Check your state law to determine the age when a child can be left unattended.

Middle School: In order to meet attendance requirements and successfully complete their lessons, students will need some assistance from a parent/legal guardian or a designated representative. The amount of assistance will vary depending on the student's capabilities to be self-directed and to comprehend the materials. Students must be in a safe and secure environment. Such an environment generally requires the regular presence of an adult in order to meet health and safety regulations. Check your state law to determine the age when a child can be left unattended.

High School: Students are expected to perform their school work independently. However, a parent/legal guardian or a designated representative must still report daily attendance in Connexus and verify that the student has completed the assigned lessons and assessments. This adult is also expected to be available for regular teacher conferences. While students may not need adult supervision during the school day, they must still be in a safe and secure environment. Check your state law to determine the age when a child can be left unattended.

** If you choose to enroll as an Eligible Student, that is a student over 18 years of age or an emancipated minor, who is enrolling himself/herself in the program, you will be responsible for the statements above for which the parent/legal guardian is responsible. You will also be completing the PLCA.



EXHIBIT F

ARTICLES OF INCORPORATION

Capistrano Connections Academy Charter Renewal



I, Kevin Shelley, Secretary of State of the State of California, hereby certify:

That the attached transcript of ______ page(s) has been compared with the record on file in this office, of which it purports to be a copy, and that it is full, true and correct.



IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of

JUL 1 4 2004

Clin Stulley
Secretary of State

Page F-1

2584202

Capistrano Connections Academy Charter Renewal

ENDORSED - FILED

in the office of the Secretary of State of the State of California

JUL 0 9 2004

ARTICLES OF INCORPORATION

KEVIN SHELLEY Secretary of State

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CAPISTRANO CONNECTIONS ACADEMY, A CALIFORNIA NONPROFIT PUBLIC BENEFIT CORPORATION

L CORPORATE NAME

The name of this corporation is Capistrano Connections Academy.

II. CORPORATE PURPOSES

- A. This corporation is a nonprofit public benefit corporation and is not organized for the private gain of any person. It is a ganized under the Nonprofit Public Benefit Corporation Law for public purposes and charital le.
 - B. The specific purposes of this corporation are:
- (1) To manage, operate, guide, direct and promote one or more California public schools, including the Capistrano Connections Academy; and
- (2) To perform and a idertake any and all activities and functions, including soliciting contributions of money and property from the general public, as may be proper in connection with this corporation's general and specific purposes.

III. INITIAL AGENT FOR SERVICE

The name and address in the State of California of this corporation's initial agent for service of process is:

Frances Sassin 26440 Via Californ a Capistrano Beach, California 92624-1233

IV. LIMITATION ON CORPORATE ACTIVITIES

A. This corporation is organized and operated exclusively for charitable and public purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

- B. No substantial part of the activities of this corporation shall consist of carrying on propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate or intervene in any political campaign (including publishing or distribution of statements) on behalf of any candidate for public office.
- C. Notwithstanding any other provision of these Articles, this corporation shall not carry on any other activities not permitted to be carried on by (a) a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or (b) a corporation contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code of 1986, as amended.

V. DEDICATION AND DISSOLUTION

- A. The property of this corporation is irrevocably dedicated to public and charitable purposes and no part of the net income or assets of it shall ever inure to the benefit of any director, officer, or member hereof, or to the benefit of any private person.
- B. Upon the dissolution or wu ding up of the corporation, after paying or adequately providing for the corporation's debt. and obligations, its remaining assets shall be distributed to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for public and charitable purposes and which has established its tax exempt status under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Mary K. Norvell, Incorporator



EXHIBIT G

BYLAWS

BYLAWS OF CAPISTRANO CONNECTIONS ACADEMY A California Nonprofit Public Benefit Corporation

ARTICLE 1 OFFICES

Section 1.1 <u>Principal Office</u>. The corporation's principal office shall be fixed and located at such place within the County of Orange, California, as the Board of Directors ("Board") shall determine. The Board is granted full power and authority to change the principal office from one location to another within the County of Orange, California.

Section 1.2 <u>Other Offices</u>. The Board may at any time establish branch or subordinate offices at any place or places where this corporation is qualified to conduct its activities.

ARTICLE 2 PURPOSES

Section 2.1 <u>Description In Articles</u>. The corporation's specific and general purposes are described in its Articles of Incorporation.

ARTICLE 3 MEMBERSHIP

Section 3.1 <u>No Members</u>. Unless and until these bylaws are amended to provide otherwise, the corporation shall have no members, as the term "member" is defined in Section 5056 of the California Nonprofit Corporation Law. Any action which would otherwise by law require approval by a majority of all members or approval by the members shall require only approval of the Board. All rights which would otherwise by law vest in the members shall rest in the Board.

Section 3.2 <u>Associates.</u> Nothing in this Article 3 shall be construed as limiting the right of the corporation to refer to persons associated with it as "members" even though such persons are not members of the corporation, and no such reference shall make anyone a member within the meaning of Section 5056 of the California Nonprofit Corporation Law, including honorary or donor members. Such individuals may originate and take part in the discussion of any subject that may properly come before any meeting of the Board, but may not vote. The corporation may confer by amendment of its Articles of Incorporation or these Bylaws some or all of the rights of a member, as set forth in the California Nonprofit Corporation Law, upon any person who does not have the right to vote for the election of directors, on a disposition of substantially all of the corporation's assets, on the merger or dissolution of it, or on changes to its Articles of Incorporation or Bylaws, but no such person shall be a member within the meaning of Section 5056. The Board may also, in its discretion, without establishing memberships, establish

an advisory council or honorary board or such other auxiliary groups as it deems appropriate to advise and support the corporation.

ARTICLE 4 DIRECTORS

- Section 4.1 <u>Powers.</u> Subject to the limitations of the California Nonprofit Public Benefit Corporation Law, the corporation's Articles of Incorporation and these Bylaws, and such local public agency laws as may be applicable to the corporation, the corporation's activities and affairs shall be conducted and all corporate powers shall be exercised by or under the direction of the Board. The Board may delegate the management of the corporation's activities to any person(s), to a management company, or to committees, however composed, provided that the corporation's activities and affairs shall be managed and all corporate powers shall be exercised under the ultimate direction of the Board. Without prejudice to such general powers, but subject to the same limitations, it is hereby expressly declared that the Board shall have the following powers in addition to the other powers enumerated in these Bylaws and permitted by law:
- a. To select and remove officers, agents, and employees of the corporation, and to prescribe such powers and duties for them as are compatible with law, the corporation's Articles of Incorporation, or these Bylaws; to fix their compensation; and to require from them security for faithful service;
- b. To conduct, manage, and control the corporation's affairs and activities, and to make such rules and regulations therefor as are consistent with law, the corporation's Articles of Incorporation, or these Bylaws, as they may deem best;
- c. To adopt, make, and use a corporate seal, and to alter the form of the seal from time to time as they may deem best;
- d. To borrow money and incur indebtedness for the corporation's purposes, and to cause to be executed and delivered therefor, in the corporate name, promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations, and other evidences of debt and security therefor;
- e. To carry on a business at a profit and apply any profit that results from such business activity to any activity that it may lawfully engage in;
- f. To act as trustee under any trust incidental to the principal object of the corporation, and to receive, hold, administer, exchange, and expend funds and property subject to such trust;
- g. To acquire by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey, or otherwise dispose of real and personal property;

- h. To assume any obligations, enter into any contracts or other instruments, and do any and all other things incidental to or expedient for attainment of any corporate purpose; and
- i. To carry out such duties as are described in any charter or charters authorizing the corporation's operation of one or more charter schools pursuant to the Charter Schools Act of 1992, Education Code Section 47600 *et seq.*

No assignment, referral, or delegation of authority by the Board, or anyone acting under such delegation, shall preclude the Board from exercising full authority over the conduct of the corporation's activities, and the Board may rescind any such assignment, referral or delegation at any time.

Section 4.2 <u>Number of Directors</u>. The authorized number of Directors shall be not less than three (3) or more than seven (7), unless changed by a duly adopted amendment to this provision. The exact number of Directors shall be fixed within these limits by a Resolution of the Board.

Section 4.3 Qualifications and Election of Directors.

- a. The qualifications for Directors are generally the ability to attend board meetings, a willingness to actively support and promote the charter school or schools operated by the corporation and a dedication to the educational endeavors of the school(s).
- b. Directors shall be selected at an annual meeting of the Board of Directors by a majority of Directors then in office and shall take office at the end of the annual meeting at which he or she is elected.
 - c. At least three (3) Directors shall be elected from the following groups:
- 1. At least one (1) Director shall be the parent of one or more student(s) who is/are enrolled in a charter school operated by the corporation.
- 2. At least one (1) Director shall be a generally recognized community leader in the area served by the school(s) operated by the corporation, as determined in the discretion of the Board of Directors.
- 3. At least one (1) Director shall be currently employed as either a teacher, a 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.
- d. At least twenty five (25%) percent or two (2) voting positions (whichever is less) will be held by Board members who reside within the geographical boundaries of the sponsoring School District.
- e. Any School District sponsoring Capistrano Connections Academy shall be entitled to elect or appoint a single member of the Board of Directors.

- Section 4.4 <u>Terms of Office</u>. Each Director shall hold office for a term of two (2) years and until a successor has been elected and qualified. Notwithstanding the foregoing, the members of the Board shall stagger their terms commencing with the Directors elected at the annual meeting held on June 17, 2008. The members of the Board shall assign two (2) members to serve one (1) year terms. Each of the other members of the Board shall serve two (2) year terms. After these terms expire, each Director shall hold office for two (2) years.
- Section 4.5 <u>Resignation</u>. Subject to the provisions of Section 5226 of the California Nonprofit Public Benefit Corporation Law, any Director may resign effective upon giving written notice to the President, the Secretary, or the Board, unless the notice specifies a later time for the effectiveness of such resignation. If the resignation is effective at a future time, a successor may be appointed before such time, to take office when the resignation becomes effective.
- Section 4.6 <u>Vacancies</u>. A vacancy on the Board shall be deemed to exist if a Director dies, resigns, is removed, or if the authorized number of Directors is increased.

The Board may declare vacant the office of a Director who has been declared of unsound mind by a final order of court, convicted of a felony, or found by a final order or judgment of any court to have breached any duty arising under Article 3 of Chapter 2 of the California Nonprofit Public Benefit Corporation Law.

Vacancies in the Board shall be filled by the vote of a majority of Directors then in office. Each Director so selected shall hold office until the expiration of the term of the replaced Director and until a successor has been elected and qualified.

- Section 4.7 <u>Place of Meetings</u>. Meetings of the Board may be held at the corporation's principal office, or at any other place within the State of California that has been designated in the notice of the meeting, or if there is no notice, at such place as has been designated from time to time by resolution of the Board.
- Section 4.8 <u>Meetings</u>; <u>Annual Meetings</u>. The Board shall hold an annual meeting for the purpose of organization, selection of officers, and the transaction of other business. Such meeting shall be held at such a time, date, and place as may be specified and noticed by resolution of the Board. Notwithstanding any other provision of these Bylaws, to the extent required by law, charter, or contract, all meetings of the Board and its committees shall be called, noticed, and held in compliance with the provisions of the Ralph M. Brown Act ("Brown Act").
- Section 4.9 <u>Regular Meetings</u>. Regular meetings of the Board, including the annual meeting, shall be held with notice given pursuant to the Brown Act, on such dates and at such times and places as may be fixed from time to time by the Board.
- Section 4.10 <u>Special Meetings</u>. Special meetings of the Board for any purpose(s) may be called at any time by the President, the Secretary, or any two Directors, and shall be held with public notice given pursuant to the Brown Act.

Special meetings of the Board may be held only after each director has received four (4) days' notice by first-class mail or upon forty-eight (48) hours' notice delivered personally or by telephone (including a voice messaging system or other system or technology designed to record and communicate messages), telegraph, facsimile, electronic mail, or other electronic means.

Any such notice shall be addressed or delivered to each Director at the Director's address (or telephone or facsimile number, or electronic mail address, as applicable) as it is shown on the records of the corporation or as may have been given to the corporation by the Director for purposes of notice or, if an address (or telephone or facsimile number, or electronic mail address, as applicable) is not shown on the corporation's records or is not readily ascertainable, at the place at which the meetings of the directors are regularly held.

Notice by mail shall be deemed received at the time a properly addressed written notice is deposited in the United States mail, postage prepaid. Any other written notice shall be deemed received at the time it is personally delivered to the recipient or is delivered to a common carrier for transmission, or is actually transmitted by the person giving the notice by electronic means to the recipient. Oral notice shall be deemed received at the time it is communicated, in person or by telephone or wireless, to the recipient or to a person at the office of the recipient whom the person giving the notice has reason to believe will promptly communicate it to the receiver.

Section 4.11 Quorum. A majority of the voting Directors then in office shall constitute a quorum, and every act or decision done or made by a majority of the voting Directors present at a meeting duly held at which a quorum is present is an act of the Board. A meeting at which a quorum is initially present may continue to transact business notwithstanding the withdrawal of Directors, if any action taken is approved by at least a majority of the required quorum for such meeting. Directors may not vote by proxy.

Section 4.12 <u>Participation in Meetings by Conference Telephone</u>. Except as otherwise may be provided in the Brown Act, members of the Board may participate in a meeting through the use of conference telephone or similar communications equipment, so long as all Directors participating in such meeting can hear one another. Participation in a meeting pursuant to this section constitutes presence in person at such meeting.

Section 4.13 <u>Waiver of Notice</u>. Except as otherwise may be provided in the Brown Act, notice of a meeting need not be given to any Director who signs a waiver of notice or a written consent to holding the meeting or an approval of the minutes thereof, whether before or after the meeting, or who attends the meeting without protesting the lack of notice to such Director prior thereto or at its commencement. All such waivers, consents, and approvals shall be filed with the corporate records or made a part of the minutes of the meetings.

Section 4.14 <u>Adjournment</u>. A majority of the Directors present, whether or not a quorum is present, may adjourn any Board meeting to another time and place. If the meeting is adjourned for more than twenty-four (24) hours, notice of any adjournment to another time or place shall be given prior to the time of the adjourned meeting to the Directors who were not present at the time of the adjournment.

Section 4.15 <u>Action Without Meeting</u>. Except as otherwise may be provided in the Brown Act, any action required or permitted to be taken by the Board may be taken without a meeting if all members of the Board shall individually or collectively consent in writing to such action. Such consent(s) shall have the same effect as a unanimous vote of the Board and shall be filed with the minutes of the proceedings of the Board. For purposes of this section only, the phrase "all members of the Board" shall not include any "interested persons" as defined in Section 4.18.

Section 4.16 <u>Rights of Inspection</u>. Subject to applicable federal and state laws regarding student confidentiality, every Director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the corporation's physical properties.

Section 4.17 <u>Fees and Compensation</u>. Directors shall not receive any compensation for their service; however, the Board may approve the reimbursement of a Director's actual and necessary expenses incurred when conducting the corporation's business. The corporation may carry liability insurance respecting the conduct of the corporation's business by the Directors. Subject to Section 4.18 of this Article 4, nothing herein shall preclude a Director from serving the corporation in any other capacity, including, but not limited to, as an officer, agent, or employee of the corporation and receiving compensation for such service.

Section 4.18 <u>Restriction on Interested Directors</u>. Not more than forty-nine percent (49%) of the persons serving on the Board at any time may be interested persons. An interested person is (a) any person being compensated by the corporation for services rendered to it within the previous twelve (12) months, whether as a full-time or part-time employee, independent contractor, or otherwise; and (b) any brother, sister, ancestor, descendant, spouse, brother-in-law, sister-in-law, son-in-law, daughter-in-law, mother-in-law, or father-in-law of any such person. However, any violation of the provisions of this section shall not affect the validity or enforceability of any transaction entered into by the corporation.

Section 4.19 Standard of Care.

- a. A Director shall perform the duties of a Director, including duties as a member of any committee of the Board on which the Director may serve, in good faith, in a manner such Director believes to be in the corporation's best interests and with such care, including reasonable inquiry, as an ordinarily prudent person in a like situation would use under similar circumstances.
- b. In performing the duties of a Director, a Director shall be entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, in each case prepared or presented by:
- 1. One or more of the corporation's officers or employees whom the Director believes to be reliable and competent in the matters presented;
- 2. Legal counsel, independent accountants, or other persons as to matters that the Director believes to be within such person's professional or expert competence; or

3. A committee of the Board upon which the Director does not serve, as to matters within its designated authority, which committee the Director believes to merit confidence, so long as, in any such case, the Director acts in good faith, after reasonable inquiry when the need therefor is indicated by the circumstances and without knowledge that would cause such reliance to be unwarranted.

Section 4.20 <u>Property Rights</u>. No Director shall have any right or interest in any of the corporation's property or assets.

Section 4.21 <u>Non-liability of Directors</u>. Except as required by the California Nonprofit Public Benefit Corporation Law, no Director shall be personally liable for the corporation's debts, liabilities, or obligations.

Section 4.22 <u>General Public Agency Prohibitions Governing Certain</u> Transactions.

Notwithstanding the foregoing Sections, nothing in this Article 4 shall be construed to authorize any transaction otherwise prohibited by California Government Code Section 81000 et seq., or other applicable laws.

Section 4.23 <u>Common Directorships</u>. Pursuant to Section 5234 of the California Nonprofit Public Benefit Corporation Law, the corporation shall not be a party to a transaction with another corporation, firm or association in which one or more of its Directors is also a Director or are Directors ("Overlapping Director(s)") unless, prior to entering into the transaction, after full disclosure to the Board of all material facts as to the proposed transaction and the Overlapping Directors overlapping directorship, the Board finds that the transaction is just and reasonable as to the corporation and authorizes, approves or ratifies the transaction in good faith by a vote of the Directors then in office sufficient without including the vote of the Overlapping Director. This provision does not apply to transactions covered by Section 5233 of the California Nonprofit Public Benefit Corporation Law.

ARTICLE 5 OFFICERS

Secretary, and a Chief Financial Officer (treasurer). The corporation shall be a President, Secretary, and a Chief Financial Officer (treasurer). The corporation may also have, at the discretion of the Board, a chair of the Board, one or more vice presidents, one or more assistant secretaries, one or more assistant treasurers, and such other officers as may be elected or appointed by the Board. Any number of offices may be held by the same person, except that neither the Secretary nor the Chief Financial Officer (Treasurer) may serve concurrently as the President or Chair of the Board.

Section 5.2 <u>Election</u>. The corporation's officers, except such officers as may be elected or appointed in accordance with the provisions of Section 5.3 or Section 5.6, shall be chosen at the annual meeting by, and shall serve at the pleasure of, the Board, and shall hold their respective offices until their resignation, removal, or other disqualification from service, or until their respective successors shall be elected.

- Section 5.3 <u>Subordinate Officers</u>. The Board may elect and may empower the President to appoint such other officers as the corporation's business may require, each of whom shall hold office for such period, have such authority, and perform such duties as are provided in these Bylaws or as the Board may from time to time determine.
- Section 5.4 <u>Removal</u>. Any officer may be removed, either with or without cause, by the Board at any time or, except in the case of an officer chosen by the Board, by any officer upon whom such power of removal may be conferred by the Board. Any such removal shall be without prejudice to the rights, if any, of an officer under any contract of employment.
- Section 5.5 <u>Resignation</u>. Any officer may resign at any time by giving written notice to the Board, but without prejudice to the rights, if any, of the corporation under any contract to which the officer is a party. Any such resignation shall take effect at the date of the receipt of such notice or at any later time specified therein and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.
- Section 5.6 <u>Vacancies</u>. A vacancy in any office because of death, resignation, removal, disqualification, or any other cause shall be filled in the manner prescribed in these Bylaws for regular election or appointment to such office, provided that such vacancies shall be filled as they occur and not on an annual basis.
- Section 5.7 <u>President</u>. The President is the general manager and chief executive officer of the corporation and has, subject to the control of the Board, general supervision, direction and control of the business and officers of the corporation. The President shall preside at all meetings of the Board. The President has the general powers and duties of management usually vested in the office of President and such other powers and duties as may be prescribed from time to time by the Board.
- Section 5.8 <u>Vice President</u>. In the absence or disability of the president, a Vice President shall perform all the duties of the President and, when so acting, shall have all the powers of, and be subject to all the restrictions upon the President. A Vice President shall have such other powers and perform such other duties as from time to time may be prescribed by the Board.
- Section 5.9 <u>Secretary</u>. The Secretary shall keep or cause to be kept, at the principal office or such other place as the Board may order, a book of minutes of all meetings of the Board and its committees, with the time and place of holding, whether regular or special, and if special, how authorized, the notice thereof given, the names of those present and absent, and the proceedings thereof. The Secretary shall keep, or cause to be kept, at the principal office in the State of California, the original or a copy of the corporation's Articles of Incorporation and Bylaws, as amended to date, and a register showing the names of all Directors and their respective addresses. The Secretary shall keep the seal of the corporation and shall affix the same on such papers and instruments as may be required in the regular course of business, but failure to affix it shall not affect the validity of any instrument.

The Secretary shall give, or cause to be given, notice of all meetings of the Board and any committees thereof required by these Bylaws or by law to be given, and shall distribute

the minutes of meetings of the Board to all members promptly after the meetings. The Secretary shall see that all reports, statements and other documents required by law are properly kept or filed, except to the extent the same are to be kept or filed by the Treasurer. In general, the Secretary shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

Section 5.10 <u>Chief Financial Officer (Treasurer)</u>. The Chief Financial Officer of the corporation shall keep and maintain, or cause to be kept and maintained, adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, and disbursements. The books of account shall at all times be open to inspection by any Director.

The Chief Financial Officer shall deposit, or cause to be deposited, all moneys and other valuables in the name and to the credit of the corporation with such depositaries as may be designated from time to time by the Board. The Chief Financial Officer shall disburse the funds of the corporation as may be ordered by the Board, and shall render to the President and Directors, upon request, an account of all transactions as Chief Financial Officer and of the corporation's financial condition. The Chief Financial Officer shall present to the Board at all regular meetings an operating statement and report since the last preceding regular meeting of the Board. The Chief Financial Officer shall have such other powers and perform such other duties as may be prescribed from time to time by the Board.

ARTICLE 6 COMMITTEES

Section 6.1 <u>Board Committees</u>. The Board may, by resolution, create one or more standing or *ad hoc* committees, each consisting of at least two (2) members of the Board, to serve at the Board's pleasure. Appointments to such Board committees shall be by majority vote of the Directors then in office, and the chairs of such Board committees shall be appointed by the President. Unless otherwise provided in these Bylaws or by the laws of the State of California, each committee shall have all of the Board's authority to the extent delegated by the Board, except that no committee, regardless of Board resolution, may:

- a. Fill vacancies on the Board or on any committee that has the authority of the Board;
- b. Fix the compensation, if any, of Directors for serving on the Board or any committee;
 - c. Amend or repeal Bylaws or adopt new Bylaws;
- d. Amend or repeal any resolution of the Board of Directors that by its express terms is not so amendable or repealable;
 - e. Appoint any other committees of the Board or the members thereof;
 - f. Spend corporate funds to support a nominee or applicant for director; or

g. Approve any self-dealing transaction except as provided in Section 5233(a)(3) of the California Nonprofit Public Benefit Corporation Law.

Section 6.2 <u>Meetings and Action of Board Committees</u>. Meetings and actions of Board committees shall be governed by, and held and taken in accordance with, the provisions of Article 4 of these Bylaws concerning meetings of the Board, with such changes in the context of those provisions as are necessary to substitute the committee and its members for the Board and its members, except that the time of regular meetings of the committees may be determined either by resolution of the Board or by resolution of the committee. Special meetings of committees may also be called by resolution of the Board. Notice of special meetings of Board committees shall also be given to any and all alternate members who shall have the right to attend all meetings of the committee and public notice shall be given pursuant to the Brown Act. The Board may adopt rules for the government of any Board committee not inconsistent with the provisions of these Bylaws.

Section 6.3 <u>Executive Committee</u>. The Executive Committee is a Board-appointed committee. When the Board is not in session, the Executive Committee shall have the power and authority of the Board to transact the corporation's regular business, subject to any prior limitation imposed by law, the Board, or these Bylaws. The Executive Committee shall report to the Board at the next Board meeting all actions taken.

Section 6.4 Other Committees. The President, subject to the limitations imposed by the Board, or the Board itself, may create other committees, either standing or special, to serve the Board that do not have the Board's powers. The President, with the approval of the Board, shall appoint members to serve on such committees, and shall designate chairs for such committees. If a Director is on a committee, he or she shall be the chair of that committee. Each member of a committee shall continue as such until the next annual election of officers and until his or her successor is appointed, unless the member shall sooner resign or be removed from the committee.

Meetings of a committee may be called by the President, the chair of the committee, or a majority of the committee's voting members. Each committee shall meet as often as is necessary to perform its duties. Notice of a meeting of a committee may be given at any time and in any manner reasonably designed to inform the committee members of the time and place of the meeting. A majority of the voting members of a committee shall constitute a quorum for the transaction of business at any meeting of the committee. Each committee may keep minutes of its proceedings and shall report periodically to the Board. A committee may take action by majority vote.

Any member of a committee may resign at any time by giving written notice to the chair of the committee or to the president. Such resignation, which may or may not be made contingent upon formal acceptance, shall take effect upon the date of receipt or at any later time specified in the notice. The president may, with prior approval of the Board, remove any appointed member of a committee.

A vacancy in any committee or any increase in the membership thereof shall be filled for the unexpired portion of the term by the president with approval of the Board.

ARTICLE 7 SELF-DEALING TRANSACTIONS

- Section 7.1 <u>Definition</u>. Self-dealing transaction means a transaction to which the corporation is a party and in which one or more of the Directors ("interested directors") has a material financial interest, except that the following will not be deemed a self-dealing transaction, but are subject to the general standard of care by the Board:
- a. An action by the Board in fixing the compensation of a Director as a Director or officer;
- b. A transaction that is part of a public or charitable program of the corporation if the transaction is (1) approved or authorized by the corporation in good faith and without unjustified favoritism, and (2) results in a benefit to one or more Directors or their families because they are in a class of persons intended to be benefited by the program;
- c. A transaction of which the interested Director has no actual knowledge of, and that does not exceed the lesser of one percent (1%) of the gross receipts of the corporation for a fiscal year or One Hundred Thousand Dollars (\$100,000).
- Section 7.2 <u>Action of the Board</u>. If a transaction is thought to be a self-dealing transaction, the interested Director has the burden of showing the following to sustain the validity of it:
- a. That prior to consummating the transaction or any part thereof the Board authorized or approved it in good faith by vote of a majority of the Directors then in office without counting the vote of the interested Director and with knowledge of the material facts concerning the transaction and the Director's interest in it. Except as provided in Section 7.4, action by a committee of the Board will not satisfy this requirement.

b. That either:

- 1. Prior to authorizing or approving the transaction, the Board considered and in good faith determined after reasonable investigation under the circumstances that the corporation could not have obtained a more advantageous arrangement with reasonable effort under the circumstances; or
- 2. The corporation in fact could not have obtained a more advantageous arrangement with reasonable effort under the circumstances.
 - c. That the corporation entered into the transaction for its own benefit.
- d. That the transaction was fair and reasonable as to the corporation at the time the corporation entered into the transaction.
- Section 7.3 <u>Interested Director's Vote</u>. In determining whether the Board had validly met to authorize or approve a self-dealing transaction, interested Directors may be

counted in determining the presence of a quorum, but an interested Director's vote cannot count toward the required majority for such authorization, approval, or ratification.

- Section 7.4 <u>Committee Approval</u>. A Board committee may approve a self-dealing transaction in a manner consistent with the standards prescribed for approval by the Board if it was not reasonably practical to obtain approval of the Board prior to entering into the transaction and the Board determines in good faith that the committee met the same requirements the Board would have had to meet in approving the transaction and the Board ratifies the transaction at its next meeting by vote of a majority of the Directors then in office without counting the vote of the interested director or directors.
- Section 7.5 <u>Prior Approval by the Attorney General</u>. Remedies specified in the California Nonprofit Public Benefit Corporation Law for an improper self-dealing transaction are not available if the Attorney General of the State of California approves the transaction before its consummation. The corporation may seek the approval of the Attorney General by application setting forth all relevant and material facts.
- Section 7.6 Persons Liable and Extent of Liability. If a self-dealing transaction has not been approved as provided above, the interested Director may be required to do such things and pay such damages as in the discretion of a court will provide an equitable and fair remedy to the corporation, taking into account any benefit received by it and whether the interested Director acted in good faith and with the intent to further the corporation's best interests.
- Section 7.7 <u>Statute of Limitations</u>. An action to remedy an improper self-dealing transaction, brought by a proper party as defined by Section 5233(c) of the California Nonprofit Public Benefit Corporation Law to remedy an improper self-dealing transaction, must be commenced either:
- a. Within two (2) years after written notice setting forth the material facts of the transaction was filed with the Attorney General in accordance with the Attorney General's regulations; or
- b. If no such notice is filed, within three (3) years after the transaction occurred, except for the Attorney General, who shall have ten (10) years after the transaction occurred within which to file an action.
- Section 7.8 <u>Corporate Loans and Advances</u>. The corporation shall not make any loan of money or property to or guarantee the obligation of any Director or officer, unless approved by the Attorney General; provided, however, that the corporation may advance money to a Director or officer of the corporation or any subsidiary for expenses reasonably anticipated to be incurred in the performance of the duties of such officer or Director, provided that in the absence of such advance, such Director or officer would be entitled to be reimbursed for such expenses by the corporation or any subsidiary.
- Section 7.9 <u>Annual Statement of Certain Transactions</u>. Pursuant to Section 6322 of the California Nonprofit Public Benefit Corporation Law, the corporation shall furnish an annual statement of certain transactions and indemnifications to the Directors not later than

one hundred and twenty (120) days after the close of the fiscal year. If the corporation issues an annual report as set forth in Section 8.3, this requirement shall be satisfied by including the required information, as set forth below, in such annual report. Such annual statement shall describe:

- a. Any "covered transaction" (defined below) during the previous fiscal year of the corporation involving (I) more than Fifty Thousand Dollars (\$50,000), or (II) which was one of a number of "covered transactions" in which the same "interested person" (defined below) had a direct or indirect material financial interest, and which transactions in the aggregate involved more than Fifty Thousand Dollars (\$50,000). The statement shall describe the names and relationship to the corporation of any "interested persons" involved in such covered transactions, such "interested person's" relationship to the transaction, and where practicable, the amount of such interest; provided, that in the case of a transaction with a partnership of which the interested person is only a partner, only the interest of the partnership need be stated. For the purposes of this Section, a "covered transaction" is a transaction in which the corporation, its parent or its subsidiary, was a party, and in which either of the following had a direct or indirect material financial interest:
 - 1. Any Director or officer of the corporation, or its parent or subsidiary;

or

- 2. Any holder of more than ten percent (10%) of the voting power of the corporation, its parent or its subsidiary; and
- b. The amount and circumstances of any indemnifications or advances aggregating more than Ten Thousand Dollars (\$10,000) paid during the fiscal year of the corporation to any officer or director of the corporation.

For purposes of this Section, any person described in either subparagraph 1. or 2. of subsection a. above is an "interested person."

ARTICLE 8 OTHER PROVISIONS

Section 8.1 <u>Validity of Instruments</u>. Subject to the provisions of applicable law, any note, mortgage, evidence of indebtedness, contract, conveyance, or other instrument in writing and any assignment or endorsement thereof executed or entered into between the corporation and any other person, when signed by the President or Vice President and the Secretary or Chief Financial Officer (treasurer) of the corporation, shall be valid and binding on the corporation in the absence of actual knowledge on the part of the other person that the signing officers had no authority to execute the same. Any such instruments may be signed by any other person(s) and in such manner as from time to time shall be determined by the Board and, unless so authorized by the Board, no officer, agent, or employee shall have any power or authority to bind the corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or amount.

Section 8.2 <u>Checks, Drafts, etc.</u> All of the corporation's checks, drafts, or other evidences of indebtedness, and all securities owned or held by it that are subject to transfer,

shall be signed or endorsed as required by the fiscal control policies of the corporation as adopted by the Board, and in compliance with such other requirements as the Board from time to time may require.

- Section 8.3 <u>Annual Report</u>. The corporation shall provide to each of the Directors and such other persons designated by the Board, within one hundred and twenty (120) days after the close of its fiscal year, a report containing the following information in reasonable detail:
- a. The assets and liabilities, including the trust funds, of the corporation as of the end of the fiscal year.
- b. The principal changes in the assets and liabilities, including trust funds, during the fiscal year.
- c. The revenue or receipts of the corporation, both unrestricted and restricted to particular purposes, for the fiscal year.
- d. The expenses or disbursements of the corporation, for both general and restricted purposes, during the fiscal year.
- Section 8.4 <u>Public Inspection and Disclosure</u>. The corporation shall have available for public inspection at its principal office a copy of each of its annual tax exempt organization information returns for each of the last three years and a copy of its state and federal applications for recognition of tax exemption. Additionally, if the corporation provides services or information to the general public that can be obtained from the federal government free of charge or for a nominal charge, such availability shall be conspicuously disclosed in an easily recognizable format in any solicitation or offer made by the corporation.
- Section 8.5 <u>Construction and Definitions</u>. Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in the General Provisions of the California Nonprofit Corporation Law and in the California Nonprofit Public Benefit Corporation Law shall govern the construction of these Bylaws. Words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires. The captions and headings in these Bylaws are for convenience only and are not intended to limit or define the scope or effect of any provision.
- Section 8.6 <u>Authority to Vote Securities</u>. The President or any other officer(s) authorized by the Board are each authorized to vote, represent, and exercise on behalf of the corporation all rights incident to any and all voting securities of any other corporation(s) standing in the name of this corporation. The authority granted herein may be exercised either in person or by any person authorized to do so by proxy or by power of attorney executed by the president or authorized officer.
- Section 8.7 <u>Fiscal Year</u>. The fiscal year of the corporation shall end on the last day of June of each year.

Section 8.8 <u>Robert's Rules of Order</u>. Except to the extent otherwise provided in these Bylaws, the corporation's meetings shall be conducted and governed by the parliamentary procedures set forth in Robert's Rules of Order.

Section 8.9 <u>Termination and Dissolution</u>. This corporation shall exist only so long as is necessary to accomplish its general and specific purposes. Once the Board determines that the corporation's purposes have been fulfilled, it shall immediately resolve to terminate and dissolve the corporation in accordance with applicable law and the corporation's Articles of Incorporation.

ARTICLE 9 INDEMNIFICATION AND INSURANCE

Section 9.1 <u>Definitions</u>. For the purpose of this Article 9, "agent" means any person who is or was a director, officer, or employee of the corporation, or is or was serving at the request of the corporation as a director, trustee, officer, employee or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, or was a director, trustee, officer, employee or agent of a foreign or domestic corporation which was a predecessor corporation of the corporation or of another enterprise at the request of such predecessor corporation; and "proceeding" means any threatened, pending or completed action or proceeding, whether civil, criminal, administrative or investigative; and "expenses" includes without limitation attorneys' fees and any expenses of establishing a right to indemnification under Sections 9.4 or 9.5(b).

Section 9.2 Indemnification in Actions by Third Parties. The corporation shall indemnify any person who was or is a party or is threatened to be made a party to any proceeding (other than an action by or in the right of the corporation to procure a judgment in its favor, an action brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or an action brought by the Attorney General or a person granted relator status by the Attorney General for any breach of duty relating to assets held in charitable trust) by reason of the fact that such person is or was an agent of the corporation, against expenses, judgments, fines, settlements and other amounts actually and reasonably incurred in connection with such proceeding if such person acted in good faith and in a manner such person reasonably believed to be in the best interests of the corporation, and, in the case of a criminal proceeding, had no reasonable cause to believe the conduct of such person was unlawful. The termination of any proceeding by judgment, order, settlement, conviction or upon a plea of nolo contendere or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in the best interests of the corporation or that the person had reasonable cause to believe that the person's conduct was unlawful.

Section 9.3 <u>Indemnification in Actions by or in the Right of the Corporation</u>. The Corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action by or in the right of the corporation, or brought under Section 5233 of the California Nonprofit Public Benefit Corporation Law, or brought by the Attorney General or a person granted relator status by the Attorney General for breach of duty relating to assets held in charitable trust, to procure a judgment in its favor by reason of the fact that such person is or was an agent of the corporation, against expenses

actually and reasonably incurred by such person in connection with the defense or settlement of such action if such person acted in good faith, in a manner such person believed to be in the best interests of the corporation and with such care, including reasonable inquiry, as an ordinarily prudent person in a like position would use under similar circumstances. No indemnification shall be made under this Section:

- a. In respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to the corporation in the performance of such person's duty to the corporation, unless and only to the extent that the court in which such proceeding is or was pending shall determine upon application that, in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for the expenses which such court shall determine;
- b. Of amounts paid in settling or otherwise disposing of a threatened or pending action, with or without court approval; or
- c. Of expenses incurred in defending a threatened or pending action which is settled or otherwise disposed of without court approval, unless it is settled with the approval of the Attorney General.
- Section 9.4 <u>Indemnification Against Expenses</u>. To the extent that an agent of the corporation has been successful on the merits in defense of any proceeding referred to in Sections 9.2 or 9.3 or in defense of any claim, issue or matter therein, the agent shall be indemnified against expenses actually and reasonably incurred by the agent in connection therewith.
- Section 9.5 <u>Required Determinations</u>. Except as provided in Section 9.4, any indemnification under this Article 9 shall be made by the corporation only if authorized in the specific case, upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in Sections 9.2 or 9.3 by:
- a. A majority vote of a quorum consisting of Directors who are not parties to such proceeding; or
- b. The court in which such proceeding is or was pending upon application made by the corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not such application by the agent, attorney or other person is opposed by the corporation.
- Section 9.6 <u>Advance of Expenses</u>. Expenses incurred in defending any proceeding may be advanced by the corporation prior to the final disposition of such proceeding upon receipt of an undertaking by or on behalf of the agent to repay such amount unless it shall be determined ultimately that the agent is entitled to be indemnified as authorized in this Article 9. The provisions of Section 7.8 do not apply to advances made pursuant to this Section 9.6.

Section 9.7 Other Indemnification. No provision made by the corporation to indemnify its or its subsidiary's Directors or officers for the defense of any proceeding, whether contained in the Articles of Incorporation, Bylaws, a resolution of Directors, an agreement or otherwise, shall be valid unless consistent with this Article 9. Nothing contained in this Article 9 shall affect any right to indemnification to which: (i) persons other than such Directors and officers may be entitled by contract or under the provisions of the California Tort Claims Act, if applicable; or (ii) such Directors may be entitled under the provisions of the California Tort Claims Act, if applicable; or (iii) either may otherwise be entitled. The corporation shall have the power to indemnify, to advance expenses to, or to procure insurance for any person who is an agent of the corporation (as the term "agent" is defined in Section 9.1) as long as such actions are consistent with this Article 9 and comply with the California Nonprofit Public Benefit Corporation Law.

Section 9.8 <u>Forms of Indemnification Not Permitted</u>. No indemnification or advance shall be made under this Article 9, except as provided in Sections 9.4 or 9.5(b), in any circumstances where it appears:

- a. That it would be inconsistent with a provision of the Articles of Incorporation, these Bylaws, or an agreement in effect at the time of the accrual of the alleged cause of action asserted in the proceeding in which the expenses were incurred or other amounts were paid, which prohibits or otherwise limits indemnification; or
- b. That it would be inconsistent with any condition expressly imposed by a court in approving a settlement.

Section 9.9 <u>Insurance</u>. The corporation shall have the power to purchase and maintain insurance on behalf of any agent of the corporation against any liability asserted against or incurred by the agent in such capacity or arising out of the agent's status as such whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of this Article 9; provided, however, that the corporation shall have no power to purchase and maintain such insurance to indemnify any agent of the corporation for the violation of Section 5233 of the California Nonprofit Public Benefit Corporation Law.

Section 9.10 Nonapplicability to Fiduciaries of Employee Benefit Plans. This Article 9 does not apply to any proceeding against any trustee, investment manager or other fiduciary of an employee benefit plan in such person's capacity as such, even though such person may also be an agent of the corporation as defined in Section 9.1. The corporation shall have power to indemnify such trustee, investment manager or other fiduciary to the extent permitted by subdivision (f) of Section 207 of the California General Corporation Law.

Section 9.11 <u>Indemnification and the California Tort Claims Act.</u>
Notwithstanding any other provision of this Article 9, the corporation shall have the right and obligation to insure, defend, and indemnify the corporation's employees, officers, and directors for all claims brought pursuant to the California Tort Claims Act (Government Code Section 810, et seq.) to the fullest extent allowed under said Act, if applicable.

ARTICLE 10 AMENDMENTS

Section 10.1 <u>Bylaws</u>. These Bylaws will be reviewed not less often than once every four (4) years and documented as to date of review. New Bylaws may be adopted, or these Bylaws may be amended or repealed by the vote of a majority of Directors then in office.

Section 10.2 <u>Effective Date</u>. These Bylaws shall become effective immediately upon their adoption. Any amendments to these Bylaws shall become effective immediately upon adoption unless the Board directs otherwise.

CERTIFICATE OF ADOPTION OF BYLAWS

I certify that I am the elected and acting Secretary of Capistrano Connections Academy, a
California nonprofit public benefit corporation, and that the foregoing Bylaws, comprising 18
pages, constitute the Bylaws of said corporation that were duly adopted at a meeting of the
corporation's Board of Directors held on <u>Sept 23</u> , 2008.
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IN WITNESS WHEREOF, I have signed my name and affixed the seal of the corporation
to this certificate on Sept 23, 2008.
(\mathcal{M})
<u> </u>
Elaine Pavlich, Secretary

EXHIBIT H

DETERMINATION LETTER FROM IRS FOR 501(C)(3) STATUS INTERNAL REVENUE SERVICE P. O. BOX 2508 CINCINNATI, OH 45201 DEPARTMENT OF THE TREASURY

Date: MAR 2 1 2008

CAPISTRANO CONNECTIONS ACADEMY C/O JON P SCHIMMER, ESQ PROCOPIO CORY HARGREAVES & SAVITCH 530 B ST, SUITE 2100 SAN DIEGO, CA 92101 Employer Identification Number: 20-1485148 DLN: 608025064 Contact Person: GREGORY WOO ID# 95340 Contact Telephone Number: (877) 829-5500 Accounting Period Ending: June 30 Public Charity Status: 170(b)(1)(A)(vi) Form 990 Required: Yes Effective Date of Exemption: July 9, 2004 Contribution Deductibility: Yes Addendum Applies:

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

No

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

Please see enclosed Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 947 (DO/CG)

CAPISTRANO CONNECTIONS ACADEMY

We have sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Robert Choi

Director, Exempt Organizations

Rulings and Agreements

Enclosures: Publication 4221-PC

Letter 947 (DO/CG)

EXHIBIT I

PROFESSIONAL SERVICES AGREEMENT WITH CONNECTIONS ACADEMY, LLC.

DRAFT FOR NEGOTIATION PURPOSES

EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT BETWEEN CAPISTRANO CONNECTIONS ACADEMY, INC. AND CONNECTIONS ACADEMY OF CALIFORNIA, LLC (July 1, 2014)

This EDUCATIONAL PRODUCTS AND SERVICES AGREEMENT ("Agreement"), is made and entered into by and between CONNECTIONS ACADEMY OF CALIFORNIA, LLC, a California limited liability company ("Connections") and CAPISTRANO CONNECTIONS ACADEMY, INC., a non-profit education corporation (the "Charter School") (Connections and Charter School are sometimes referred to herein individually as "Party" and collectively the "Parties").

RECITALS

WHEREAS, the Charter School has created an independent study charter education program operating pursuant to a Charter from the Capistrano Unified School District ("Sponsor") pursuant to the Charter School Law.

WHEREAS, Connections has a proven record of providing innovative educational products and services outside the traditional classroom and successfully managing the day-to-day operation of charter schools, including but not limited to providing the "Educational Products and Services" as defined in Section 1.12 below.

WHEREAS, Connections is currently providing to the Charter School educational products and services that comply with the requirements for an independent study charter school providing non-classroom-based programs of instruction as provided for in the Charter School Law;

WHEREAS, the Charter School desires to continue contracting with Connections to receive such Educational Products and Services from Connections, and Connections desires to continue contracting with the Charter School to provide such Educational Products and Services;

WHEREAS, the Charter School and Connections are entering into this Agreement to set forth the obligations and duties of each Party with respect to the continued provision and management of Educational Products and Services by Connections on behalf of the Charter School;

NOW THEREFORE, in consideration of the foregoing, of the covenants and agreements contained in this Agreement, and for other good and valuable consideration, the sufficiency of which is acknowledged, the Parties agree as follows:

1. Definitions.

- 1.1 "Academic Year" shall mean the school year as defined by the School Calendar (as defined in Section 1.24.
- 1.2 "Administrative Staff" shall include the employees holding the positions described in Section 4.2.
- 1.3 "Affiliate" shall mean any entity controlling, controlled by, or under common control with Connections. Pearson PLC and its affiliates shall be deemed Affiliates of Connections.
- 1.4 **"Budget"** shall mean the operating budget for the Charter School, as approved by the Charter School Board according to the provisions of Section 10.
- 1.5 "Caretaker" shall mean a parent or legal guardian of the Student or another adult specifically designated by the Student's parent or legal guardian, or the Student where over 18 or emancipated, who will perform the responsibilities as defined in the School Handbook.
- 1.6 "Charter" shall mean the authorization to operate a Charter School granted by the Sponsor that specifies the Charter School's mission, program, goals, students served, methods of assessment, ways to measure success, or any such other provisions allowed or required by the Charter School Law.
- 1.7 **"Charter School Board"** shall mean the Board of Trustees (Directors) of the Charter School.
- 1.8 **"Charter School Law"** shall refer to the California Charter Schools Act of 1992 contained in Education Code Section 47600 et seq.
- 1.9 "Computer Technology" shall mean (a) computer hardware, software, or both, that shall meet or exceed any specifications in the Charter, or are otherwise required by law, for each eligible household in which one or more Students reside, and (b) any hardware, software, or both, required by Administrative Staff or Teachers.

- 1.10 **"Confidential Information"** shall have the meaning set forth in Section 11 of this Agreement.
- 1.11 "Course(s)" shall be comprised of a set of lessons and assessments including both Tangible Instructional Materials and Intangible Instructional Materials (as defined in Sections 2.1 and 2.2, respectively), augmented by State specific materials and instruction provided by Teachers through a variety of methods, including Livelesson® presentations, that collectively shall meet the educational content or other standards established by the State of California in order to be recognized for high school credit in grades 9-12 or for meeting educational requirements in grades K-8.
- 1.12 **"Educational Products and Services"** shall mean, collectively, the Educational Products described in Section 2 and the Educational Services described in Section 3 below.
- 1.13 **"Effective Date"** shall be the date first written above.
- 1.14 **"Eligible Students"** shall have the meaning set forth in Section 5 of this Agreement.
- 1.15 "Enrolled" shall apply to an Eligible Student who has (a) met all the enrollment requirements of the Charter School; (b) completed all of the requirements for admission to the Charter School; (c) has been notified of their acceptance in the Charter School; (d) has not been expelled or withdrawn from the Charter School for any reason; and (e) has not enrolled in another full-time public or private school.
- 1.16 "Instructional Materials" shall mean, collectively, the Tangible Instructional Materials, described in Section 2.1, and the Intangible Instructional Materials, described in Section 2.2 below.
- 1.17 "Intellectual Property" shall mean collectively, rights under patent, trademark, copyright and trade secret laws, and any other intellectual property or proprietary rights recognized in any country or jurisdiction worldwide now or in the future, including but not limited to, moral rights and similar rights, and shall in all cases include marketing data and materials and other related collateral developed by Connections, regardless of whether such data, materials and collateral are developed specifically for the Charter School.
- 1.18 **"Learning Coach"** shall mean a Caretaker of the Student or another adult specifically designated by the Student's Caretaker, or the Student where over 18 or emancipated, who will

perform the responsibilities as defined in the Caretaker Acknowledgement, Designated Learning Coach Agreement or Eligible Student Acknowledgement, respectively, and the School Handbook, both of which shall be reviewed and approved annually by the Charter School Board. Learning Coaches are not employees or contractors of Connections and shall not receive any compensation for their services.

- 1.19 "Performance Review" shall mean a review of Connections' performance under this Agreement, conducted at the Charter School Board's discretion; the design, performance criteria and the methodology which shall be developed by the Charter School Board in consultation with Connections.
- 1.20 "Personalized Learning Plan" or "PLP" shall have the meaning set forth in Section3.1 of this Agreement.
- 1.21 **"Program"** shall mean the full-time online learning program provided by Connections and offered to Students.
- 1.22 **"Program Guide"** shall mean the description of the curriculum and instructional program offered by Connections that is published annually in either electronic or printed form or both.
- 1.23 "Related Services" shall mean services related to the provision of speech therapy, occupational therapy, physical therapy, counseling, social skill development, psycho-educational evaluations, closed captioning, sign language interpreting, transition and job coaching, academic support for the vision and hearing impaired, adapted physical education, assistive technology, and other services of a similar nature.
- 1.24 "School Calendar" shall be the days when the Educational Services under this Agreement will be delivered to Students, Learning Coaches and/or Teachers and Administrators, as approved by the Charter School Board. Connections will operate on the days established to be the School Calendar for the Academic Year, except that Students may continue to report attendance and/or complete work during scheduled school holidays to the extent permitted under California law. The School Calendar for each Academic Year is subject to prior approval by the Charter School Board and shall meet any regulatory requirements for days and hours of instruction required by law.

- 1.25 "School Handbook" shall mean the set of policies, rules and guideline that are to be followed by Students and their Caretakers. The initial School Handbook and any material changes thereto shall be subject to the approval of the Charter School Board.
- 1.26 "Special Education Director" is that person employed to oversee the Special Education Services per Section 4.2 2(d) below. It is the Special Education Director's responsibility to keep informed of (and to inform Connections of) any state legislative or regulatory enactments that impact the provision of Special Education Services as well as to supervise the special education Teachers and implement a Connections approved model for special education instruction.
- 1.27 "Special Education Protocols" shall mean the policies, procedures and protocols that govern the provision of Special Education Services and shall, at minimum comply with applicable state (including the applicable policies and procedures adopted by the Special Education Plan ("SELPA") and federal law requirements.
- 1.28 "Special Education Services" shall mean all necessary special education programs and services, including the development and implementation of IEPs and Section 504 plans, handling administrative proceedings and specialized services, submitting state or federal reports, applying for and administering supplemental funding, providing other Related Services and all other administrative services associated with the delivery of services to Special Needs Students.
- 1.29 "Special Needs Students" shall mean Students (as hereinafter defined) who have been identified as disabled under the Federal Individuals with Disabilities Education Improvement Act, as amended ("IDEIA"), or Section 504 of the Federal Rehabilitation Act of 1973.
- 1.30 "Student" shall mean an individual who is Enrolled in the Charter School.
- 1.31 "Student Records" shall mean those "educational records," as defined in the Family Education Rights and Privacy Act ("FERPA"), 20 USC 1232g (a)(4)(A), which the Charter School or Connections is required to retain in accordance with state law.
- 1.32 "**Teachers**" are persons employed to provide educational instruction to Students pursuant to the terms of the Charter and this Agreement.
- 1.33 "**Term**" shall have the meaning set forth in Section 7 of this Agreement.

2. Educational Products to be Provided by Connections.

During the Term, Connections shall provide or cause to be provided to the Charter School the following Educational Products at the prices set forth in Section 10, which may be adjusted from time to time at the mutual agreement of both Parties:

Tangible Instructional Materials. A non-exclusive, non-transferable, royalty-free sub-2.1 license to use tangible educational materials, which may include items such as textbooks, novels, science kits, and other tangible educational materials provided during each applicable Academic Year during the Term of this Agreement ("Tangible Instructional Materials"). The Charter School Board shall have the right to annually review and approve the Tangible Instructional Materials. The Charter School acknowledges and agrees that Connections, its Affiliates, and/or their vendors are the sole owners of the Tangible Instructional Materials and that any payments to Connections for the use of the Tangible Instructional Materials shall be solely for the applicable Academic Year (or in some instances solely for the applicable semester) for each Student and/or Teacher who receives Tangible Instructional Materials in connection with the provision by Connections of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership rights by Connections to the Charter School, the Sponsor, the Students, or Teachers of the Tangible Instructional Materials. All right, title, and interest in and to the Tangible Instructional Materials and any content contained in the Tangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Connections, its Affiliates, and/or their vendors, as the case may be. Connections shall have the right to recover any reusable Tangible Instructional Materials at the conclusion of each Academic Year or when the Student is no longer Enrolled, whichever is sooner. Connections may invoice Students for any Tangible Instructional Materials that are not returned, unless prohibited by applicable law. Connections acknowledges that the Charter School may not provide any "thing of value" (as defined in Education Code Section 51747.3) to Students. Connections and the Charter School shall cooperate to ensure that Tangible Instructional Materials are, to the extent possible, recovered, and that no Student, Caretaker or Learning Coach retains or obtains ownership of any such Tangible Instructional Materials. To the extent that any Tangible Instructional Materials are listed in the Program Guide as being available in both physical and electronic form, Connections

shall provide the Tangible Instructional Materials, at a minimum, in electronic form, and in compliance with any IEP or Section 504 plan.

- 2.2 Intangible Instructional Materials. A non-exclusive, non-transferable, and royalty-free sub-license to use intangible educational materials that may include items such as online lesson content, lesson plans, Teachlet[®] tutorials and other intangible educational materials included in any Courses listed in the Charter School's Program Guide during each applicable Academic Year during the Term of this Agreement ("Intangible Instructional Materials"). The Charter School Board has the right to annually review the Intangible Instructional Materials. Charter School acknowledges and agrees that Connections, its Affiliates and/or their vendors are the sole owners of the Intangible Instructional Materials and that any payments to Connections for the use of the Intangible Instructional Materials shall be solely for the applicable Academic Year (or in some instances solely for the applicable semester) for each Student or Teacher who receives Intangible Instructional Materials in connection with the provision by Connections of the Educational Products and Services under this Agreement. This Agreement does not constitute a transfer of title or ownership by Connections to the Charter School, the Sponsor, the Students, Teachers or Learning Coaches of the Intangible Instructional Materials. All right, title, and interest in and to the Intangible Instructional Materials and any content contained in the Intangible Instructional Materials, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Connections, its vendors as the case may be.
- 2.3 <u>Charter School Provided Materials</u>. Educational materials provided to Students directly by the Charter School using Charter School funds, shall remain the property of the Charter School and the Charter School shall remain solely responsible for the management, including storage, replacement, and repair, of such educational materials.
- Computer Technology. The Charter School may use Connections owned or leased Computer Technology for the benefit of Students, Teachers and/or Administrative Staff. Any Computer Technology provided by Connections will be the exclusive property of Connections or its contractors and will be returned upon the termination of this Agreement or when the Student is no longer enrolled, whichever is sooner. The Computer Technology may be updated from time to time as Connections deems appropriate. The Charter School shall not be responsible for ensuring the return to Connections of Computer Technology supplied by Connections to

Students, but will be responsible for returning any Computer Technology provided by Connections to Administrative Staff and Teachers. To the extent that such Computer Technology is not recovered, Connections may invoice Students, or in the case of Administrative Staff and Teachers, invoice the Charter School, unless prohibited by law, for Computer Technology not returned. Connections acknowledges that the Charter School may not provide any "thing of value" (as defined in Education Code Section 51747.3) to Students. Connections and the Charter School shall cooperate to ensure that Computer Technology is, to the extent possible, recovered, and that no Student, Caretaker or Learning Coach, obtains ownership of any such Computer Technology. The Charter School may also elect to purchase or lease its own Computer Technology. If the Charter School elects to purchase or lease Computer Technology for use by Students, it agrees that such Computer Technology will meet or exceed the same specifications as that offered to the Charter School for lease by Connections.

- Office Products and Supplies. The Charter School may engage Connections to provide office supplies and office related products that are not purchased by the Charter School ("Office Products and Supplies"). The Charter School acknowledges and agrees that Connections, its Affiliates and/or their vendors are the sole owners of any such Office Products and Supplies until such time as Connections has received payment for them in full, at which time title shall transfer to the Charter School. If the Charter School does not use Connections to provide such Office Products and Supplies as described in this Section, then the Charter School shall be responsible for providing them at its own cost.
- Education Management System. Connections will provide to the Charter School a non-exclusive, nontransferable, royalty-free, limited sub-license during the Term for the use of Connexus[®], the Education Management System ("EMS") used by Administrative Staff, Teachers, Students, Caretakers, Learning Coaches and other individuals required, or otherwise authorized, to access the system in order to provide or receive the Educational Services specified in this Agreement. The EMS will include features and functions required to meet the requirements of the Charter including: Assignment Management and Tracking, Communication Tools and Reporting. Connections may update the features and functions of the EMS from time to time. The Charter School will comply with the Terms of Use or other Connections policies applicable to access and use of the EMS. The Charter School acknowledges and agrees that Connections is the sole owner of its EMS through which certain of the Educational Services are

delivered, and any content contained in the EMS is owned by Connections, its Affiliates and/or its vendors. This Agreement does not constitute a transfer by Connections to the Charter School, Administrative Staff, Teachers, Students, Learning Coaches, or Caretakers of any Intellectual Property rights in its EMS or any content contained in the EMS. All right, title, and interest in and to the EMS and any content contained in the EMS, including, but not limited to, copyright, patent, trade secret, and trademark rights will remain with Connections, its Affiliates and its vendors.

3. Educational Services to be provided by Connections.

During the Term, Connections shall provide or cause to be provided to the Charter School the following Educational Services for the fees set forth in Section 10, which may be adjusted from time to time at the mutual agreement of both Parties.

- 3.1 <u>Personalized Learning Plan Protocol.</u> Provide Teachers with resources and assistance designed to enhance their effectiveness in creating a Personalized Learning Plan ("PLP") for each Student, as required to meet or exceed any educational standards established by the State of California or required by the Charter.
- 3.2 <u>Assessments.</u> A series of assessments administered to Students to gauge mastery of core concepts and readiness for the State of California's standardized tests, or other such tests mandated by the State of California from time to time, including but not limited to: (a) a placement evaluation; (b) an additional skills assessment designed to measure a Student's level against state standards, which will generally be administered to Students enrolled during the first two (2) months of the Academic Year and those enrolled during the last two (2) months of the Academic Year; (c) other quantitative and qualitative assessments that will vary based on the grade and the Student's progress, as shall be mutually agreed upon by the Charter School Board and Connections; (d) Progress Reports that shall be prepared for each Student at least quarterly, or as otherwise agreed to by the Charter School, and (e) any methods of pupil assessment required by the Charter.
- 3.3 <u>Standardized Tests.</u> All Students shall be required to participate in the State of California's standardized tests, or other such tests mandated by the State of California from time to time, to the same extent as students enrolled in any other California public charter school. Connections shall be responsible for establishing a testing plan that provides reasonable access to

testing sites based on the Student's residence. Connections shall establish and administer the procedures necessary for the delivery of such tests and shall provide to the Charter School Board information concerning the percentage of Students participating in the testing program set forth in Education Code Section 60600 et seq. to the extent that their participation is legally required.

- 3.4 Community Coordinator(s) and Group Activities. In addition to using school staff, Connections shall recruit individuals willing to volunteer their services to coordinate community activities that allow Students to apply their academic skills while interacting with other Students in their immediate geographic area ("Community Coordinator"). These activities will be opportunities for support, socialization and learning. Prior approval for these events must be obtained from the Lead School Administrator and permission slips or signatures must be collected for each Student. The main communication tool for Community Coordinators will be the message boards or other medium for such communications maintained by Connections. The Community Coordinator shall be responsible for posting timely and relevant information in these message boards, or other medium for such communications maintained by Connections, moderating discussions and reporting any inappropriate or dangerous behavior to the Lead School Administrator or his or her designee. Community Coordinators shall not be considered employees or contractors of Connections. Connections shall not be responsible for providing transportation to these group activities or otherwise providing for the cost of such activities, unless otherwise agreed or mandated by the individualized education plans ("IEP's"). The local Community Coordinator shall work with Teachers, parents and Students to enrich the learning experience and distribute information about their local community. Connections shall be responsible for obtaining background checks required under state law for Community Coordinators. Community Coordinators shall be deemed volunteers of the Charter School, unless and until the Charter School Board adopts a policy that reclassifies the relationship between the Charter School and the Community Coordinators.
- 3.5 <u>Contracted Services.</u> Connections shall provide human resources services including, but not limited to, recruiting, payroll, (including, but not limited to, paying the Administrative Staff and Teaching Staff directly, and collecting and remitting taxes), benefits administration, and supervision. Connections agrees to require sufficient background checks, including fingerprinting, as specified by law, for each employee or prospective employee, and to otherwise meet any other applicable regulatory requirements.

- 3.6 <u>Educational Resource Center.</u> Connections shall provide access to additional educational support staff in the areas of tutoring, special education, gifted education and curriculum services, with such staff being available to Teachers, Students and Learning Coaches, according to the terms of the School Handbook and other policies and procedures established by Connections. Such resources will be available via email and toll-free telephone during School Calendar days, during the hours of 6 a.m. to 3 p.m. Pacific Time.
- 3.7 Instructional Staff Support and Development. All Teachers will receive access to all Instructional Materials supplied to Students as necessary to conduct their teaching responsibilities. Board Members, Administrative Staff, the Special Education Director and Teachers (collectively "Charter School Staff") will be trained in Connections protocols and other best practices. In addition, as part of its fee for Educational Services paid to Connections, Connections will make available to Charter School Staff continuing professional development and other related training, leadership development and peer to peer networking opportunities (collectively "Training") that support the Charter School mission and delivery of the Educational Services and which shall be sufficient, at minimum, to allow the respective Charter School Staff to comply with applicable California law that specify Training requirements. All costs associated with Connections sponsored Training shall be the responsibility of Connections, including related travel, housing, meal and hospitality costs, except to the extent Connections notifies the School prior to the Training opportunity of those costs the School will be required to cover. All Connections' sponsored training will be for the purpose of promoting the Charter School's education mission and other related official school business. Nothing in this section shall be interpreted to inhibit the Charter School from providing other Training opportunities at its own cost.
- 3.8 <u>Technical Support and Maintenance.</u> Connections shall provide technical support and maintenance for Computer Technology provided by it to Students, Teachers and Administrative Staff via email and toll-free telephone during the School Calendar days, during the hours of 6 a.m. to 6 p.m. Pacific Time. Connections will only be responsible for providing repairs according to the policies outlined in the School Handbook, as approved by the Charter School Board. For Students using computer hardware and software not supplied by Connections, Connections shall provide initial technical support for non-Connections supplied hardware and software to make sure that Students have the minimum requirements necessary to participate in the Educational

Services, and then shall continue to provide technical support as necessary for the Students' use of the EMS. Connections may contract with outside vendors for the provision of all or any portion of the technical support and maintenance as required herein.

- 3.9 Student Records. Connections shall work with the Charter School to provide maintenance of Student Records in accordance with state, local and federal requirements. Connections shall maintain the confidentiality of all Students' records in compliance with applicable local, state, and federal laws, and pursuant to the confidentiality provisions set out in Section 11 of this Agreement. Connections shall maintain such records as are required to comply with all attendance rules and apportionment requirements specified by applicable law. The Charter School is the official keeper of the Student Records. Subject to applicable law (including, but not limited to, FERPA), and not withstanding anything in this Agreement that may be interpreted to the contrary, the Student Records shall remain the property of the Charter School. To the extent any information in the Student Records is not immediately available to the Charter School, it shall be provided to the Charter School within five (5) business days of the Charter School's written request for such information. Connections may retain a copy of such records subject to the confidentiality requirements of this Section.
- 3.10 Services to Special Needs Students. Connections shall be responsible for (a) assisting the Charter School in the development of Special Education Protocols that will govern the manner in which Special Education Services are provided and (b) providing consultative support to the Special Education Director in support of the Special Education Services provided by the Charter School. In providing the services set forth in this Section, Connections will comply with the Charter and any applicable provisions of any Memorandum of Understanding between the Charter School and its Authorizer with respect to Special Needs Students. Further, as part of its fee for services under this Agreement, Connections is responsible for payment of all costs related to Special Education Services provided by the Charter School directly or through a third party so long as such Special Education Services are provided consistent with 4.2 2(d) below.
- 3.11 <u>Facility and capital expenditures</u>. The Charter School may elect to contract with Connections to provide and/or maintain in good working order one or more offices. If Connections provides the facility under the terms of this section, it shall maintain at least one (1) office within the geographic boundaries of the Sponsor. Any office space provided or managed

by Connections shall be ADA- compliant and meet any other requirements of the Charter, Charter School Law, the Brown Act (as applicable to public meetings of the Charter School Board) or other regulation. The locations, lease terms, and capital purchases required for all facilities provided under this Agreement will be subject to the approval of the Charter School Board.

- (a) Connections agrees that it will have no beneficial financial interest in any approved lease.
- (b) All leases negotiated on behalf of the Charter School or entered into by Connections on behalf of the Charter School shall contain a cancellation clause consistent with the requirements of the Charter, unless otherwise approved by the Charter School Board.
- (c) In the event that this Agreement is terminated prior to its expiration, if Connections has provided the facility for the Charter School, Connections shall have the unilateral option to assign any lease obtained on behalf of the Charter School to the Charter School, subject to landlord approval if such approval is required, and any capital equipment or furniture and fixtures owned by Connections, if any, and located in the facility may be purchased by the Charter School at the then current book value as recorded on Connections' financial records.
- (d) Any capital equipment, furniture or fixtures ("Capital Assets"), as well as any other furniture, equipment or fixtures purchased by Connections on behalf of the Charter School using federal or state grant funds or any other sources of public money, shall be assigned to the Charter School at no transfer cost, free and clear of all liens, claims, encumbrances and interests, and deemed the property of the Charter School.
- (e) If Connections has provided the facility for the Charter School, Connections shall permit Charter School to hold public meetings of the Charter School at such offices, without payment of rent.

3.12 Financial and Other Reporting.

(a) Connections will provide treasury and accounting reports for all Connections activities under this Agreement, and for any other Charter School activities as may be reasonably requested by the Charter School. Connections will be responsible for providing to the Charter School Board any such reports as are required by law, or the Charter, including a report of

budgeted and actual expenses, and will assist in providing any information required by the Sponsor, Charter School, the SELPA, the Orange County Department of Education, California State Department of Education or any auditors.

- (b) To enable the Charter School Board to monitor Connections' performance, information on the performance of the Charter School and its Students shall be provided to the Charter School Board, as required by this Agreement or upon request after reasonable advance notice. Connections specifically acknowledges its responsibility to make information concerning the operation of the Charter School available to the School Board in order to enable the Charter School to fully satisfy its obligations under the Charter.
- (c) Connections shall work with the Charter School in responding to requests for public records, subject to ultimate control of the Charter School Board.
- (d) Financial and other data will be available to the Charter School Board separately from Connections' operations or any other schools managed by Connections.
- 3.13 <u>Management of Computer Technology.</u> In the event that the Charter School procures its Computer Technology from Connections, Connections shall provide for the management of such Computer Technology. In the event that the Charter School does not procure the Computer Technology from Connections, it may separately contract with Connections for the management of such Computer Technology. If the Charter School procures its Computer Technology from a source other than Connections and chooses not to contract with Connections for the management of such Computer Technology, the Charter School is responsible for managing any such Computer Technology and releases Connections from any liability arising out of or related to the Charter School's procurement and/or management of such Computer Technology.
- 3.14 <u>Management of Instructional Materials.</u> Connections will provide for the management of the Instructional Materials, which shall involve procurement, contracting, storage, fulfillment, and other services required to obtain and deliver such Instructional Materials.
- 3.15 Other Management Services. Connections will provide the administrative support necessary to deliver the Educational Products and Services (as described in Sections 2 and 3, respectively) for which it will be entitled to management fees as defined in Section 10.

 Administrative support shall include, but not be limited to, such services as the posting of

required public notices, preparation and delivery of Charter School Board materials and preparation of minutes accurately reflecting the Charter School Board meetings. Connections will have the right to add applicable charges for any new or additional services agreed upon by the Parties but not previously provided for under this Agreement to the Fee Schedule described in Section 10.

- 3.16 <u>Non-delegable Duties.</u> Notwithstanding anything to the contrary in this Agreement, if any service, responsibility, duty, power or authority delegated by the Charter School Board to Connections pursuant to this Agreement may not be so delegated under applicable law, such delegation shall be null and void and the Parties shall adjust the financial terms of this Agreement accordingly.
- 3.17 Other. Connections will be responsible to provide such other services not specifically described herein but which are required by the Charter. Connections will have the right to add applicable charges for any new or additional services agreed upon by the Parties but not previously provided for under this Agreement or the Fee Schedule described in Section 10. Connections responsibility for any service(s) covered by this section shall not arise unless and until such time as the Charter School Board delegates responsibility for such service to Connections and approves a Fee Schedule setting forth the fee(s) being charged to provide such service(s). To the extent that any of the terms, conditions, or provisions of the Charter conflict or are inconsistent with the provisions of any other paragraph or section of this Agreement, whether or not such inconsistency is expressed or noted herein, the provisions of such other section or paragraph of such Charter shall in all instances prevail over the provisions of this Agreement, subject to adjustment of the Fee Schedule to account for any new or additional services not covered by the Fee Schedule.
- 3.18 Program Oversight. As part of the fee for Educational Services paid to Connections, and in order to facilitate the Schools ability to oversee Connections Program responsibilities ("Program Oversight"), Connections shall make key personnel reasonably available for advisement and consultation with members of the Charter School Board, its Sponsor and/or the Lead School Administrator or his/her designee. Except to the extent otherwise agreed, expenses incurred by Connections, including reasonable hospitality related expenses, in connection with Program Oversight, shall be the responsibility of Connections.

4. Charter School Obligations.

4.1 <u>Compliance with Law and Regulation.</u> The Charter School and the Charter School Board shall conduct all such oversight activities as are required by the Charter School Law or other applicable law, including meeting any requirements in the Charter, conducting all required Charter School Board meetings in accordance with any applicable open meeting laws, and acting in compliance with its Charter and the Charter School's bylaws.

4.2 Administrative Staff.

- (a) <u>Lead School Administrator</u>. The Charter School shall employ one or more persons who shall be designated as the "Principal" of the Charter School and approve each such person's compensation package. The Principal, if there is only one such position, or a Teacher, if carrying out the responsibilities of the Principal, under circumstances where there is no Principal, shall be sometimes hereinafter referred to as the "Lead School Administrator". If the total number of Students is less than four hundred (400), the Lead School Administrator may be employed on a part-time basis, or may also serve as a Teacher.
- (i) Responsibility. The Lead School Administrator shall be the primary interface between Connections and the Charter School and shall be responsible for assuring the delivery of the Educational Services. The Lead School Administrator shall aim to build consensus among all stakeholders, and hence shall have responsibilities that shall include, but not be limited to, reporting regularly to the Charter School Board, supervising administrative personnel, inspiring Teachers to teach and Students to learn and Learning Coaches to engage in their Student's learning. The Lead School Administrator shall work primarily under the direction of the Chief Educational Officer of Connections, or their designee, subject to oversight by the Charter School Board. The Teachers and the Special Education Director shall report to the Lead School Administrator or such individual as shall have been designated by him or her. The Lead School Administrator shall keep the Charter School Board and Connections informed of all Teaching Staff related actions and decisions on a regular basis, and shall report to and be responsible to the Charter School Board on all collective bargaining matters, if applicable.

(ii) Evaluation and Replacement of Lead School Administrator.

1. The Charter School Board delegates to Connections the responsibility for evaluating the Lead School Administrator. The Lead School Administrator shall be evaluated

annually on a basis that is mutually agreeable to Connections and the Charter School Board. The Charter School Board shall receive a copy of the results of that evaluation. Nothing set forth herein shall prevent the Charter School Board from rescinding its delegation and developing its own independent evaluation of the Lead School Administrator. In the event of such recission, the Charter School shall annually evaluate the Lead School Administrator and shall provide the results of that evaluation to Connections no later than February 1 of each year of the Term. Following such recission, Connections shall provide the Charter School Board with its recommended standards for evaluating the Lead School Administrator's performance for the following Academic Year. The Charter School Board shall include these standards in its evaluation of the Lead School Administrator. The standards used may be changed by mutual agreement between the Parties. The use of these standards shall not limit the Charter School Board from including additional performance criteria in its evaluation. Connections shall bring to the Charter School Board's attention concerns about, as well as requests and recommendations related to, the performance and employment of the Lead School Administrator. All such concerns, requests and recommendations shall be made in writing, with specificity. Both the Charter School and Connections shall preserve the confidentiality with respect to any such written concerns, requests, and/or recommendations, except as required by law.

2. The Charter School Board shall have the right to replace the Lead School Administrator in the event that the Charter School Board is dissatisfied with his or her performance. Prior to such removal, the Charter School Board shall give Connections thirty (30) days written prior notice of such removal, including the reasons for such removal. Additionally, Connections shall have the right to request that the Charter School replace the Lead School Administrator, in the event that Connections is dissatisfied with his or her performance, Connections shall notify the Charter School of its request in writing, including the basis for the request, such as evidence that the Lead School Administrator has failed to comply with employee or school policies or has caused or will cause harm to the Charter School. In that event, the Charter School shall promptly take steps to replace the Lead School Administrator within ninety (90) days, or such time as shall be mutually agreed on by the Parties, or the Charter School shall notify Connections that the Lead School Administrator will not be replaced. Any replacement of the Lead School Administrator will be done so as to minimize the disruption to

Students. If Connections has a concern about the Charter School Board's action or lack of action relating to the termination or retention of the Lead School Administrator, Connections may refer the matter to the Charter School Board's Counsel of Record for review and analysis.

- (a) Other Administrative Staff. The Charter School may employ one or more persons who shall be designated as Assistant Principals. Such staff shall report to the Lead School Administrator or his or her designee. Other Administrative Staff shall be employed in the same manner as Teachers and may also act as Teachers, to the extent qualified to do so, in addition to their other responsibilities.
- (b) Other Clerical or Support Administrative Positions. The Charter School may also employ one or more individuals in clerical, support, or management positions as may be required to support school operations, such individuals shall also be considered Administrative Staff.
- (c) <u>Special Education Director</u>. In furtherance of Section 4.3 below and in consultation with Connections, the Charter School shall employ as a member of the Administrative Staff a properly credentialed individual for the position of Special Education Director who shall be responsible for overseeing the provision of Special Education Services, including the developing and implementing of the Special Education Protocols, overseeing all personnel involved in the provision of Special Education Services, including the School's Section 504 coordinator, and all outside contractors retained for such purposes. The Special Education Director may also act as a Teacher, and/or the 504 coordinator, to the extent qualified to do so, in addition to their other responsibilities.
- (d) <u>Special Education Services.</u> The Charter School will adopt Special Education Protocols that comply with state and federal law, the Charter and any applicable provisions of any Memorandum of Understanding between the Charter School and its Authorizer with respect to Special Needs Students. In consultation with Connections, the Special Education Protocols will be subject to review and revision from time to time throughout the Term. The Special Education Protocols and all modifications to the Special Education Protocols are subject to Connections' approval. The Special Education Director will fully and consistently implement such Special Education Protocols in the provision of Special Education Services and will accept guidance from Connections with respect to providing Special Needs Students with a free and appropriate education ("FAPE").

- (e) Connections shall have the right to request that the Charter School replace the Special Education Director in the event that Connections is dissatisfied with his or her performance, and so notifies the Lead School Administrator in writing. In the event that the Charter School refuses to comply with Connections' request to replace the Special Education Director, the Charter School shall have 60 days to a develop a plan that fully and consistently implements the Special Education Protocols, as well as addresses any other areas of concern identified by Connections related to the provision of Special Education Services ("Special Education Remediation Plan"). The Special Education Remediation Plan should be developed in consultation with Connections and is subject to Connections' approval. It is the Special Education Director's responsibility to fully and consistently implement the Special Education Remediation Plan.
- (f) It is understood and agreed by both Parties that during any period of time that the Charter School fails to: (i) adopt Special Education Protocols approved by Connections, (ii) timely and consistently implement the Special Education Remediation Plan referenced in (b) above, or (iii) take corrective action with regard to any issue(s), matter(s), or concern(s) related to Special Education Services brought to the Charter School's attention by Connections, Connections and its agents, employees, and assigns, will not be deemed to have engaged in any wrongdoing, misconduct, negligence, or default under Section 13.1 of this Agreement, with respect to Special Education Services.

4.3 <u>Teaching Staff.</u>

- (a) <u>Employment.</u> Charter School shall employ Teachers who will be responsible for providing on-line instruction, including those possessing a special education certificate.
- (b) Recruitment. The Charter School delegates to Connections all responsibility for recruiting and training teachers and shall endeavor to maintain a teaching staff at a ratio as set forth in Title 5, Section 11704 of the California Code of Regulations, or at a ratio as defined in any State Board approved waiver of Title 5, Section 11704, subject to the Charter School Board's authority to override any action taken by Connections in connection with such delegation. All Teachers shall hold a valid California teaching certificate, permit or other document required by the Commission on Teacher Credentialing to the extent required by Education Code Section 47605(1).

- (c) <u>Hiring, Supervising, Evaluating and Disciplining</u>. The Charter School Board delegates to the Lead School Administrator, under the supervision of Connections, the responsibility for hiring, assigning, supervising, evaluating, disciplining, including recommendations related to dismissal, of Teachers, subject to the Charter School Board's authority to override any action taken by the Lead School Administrator in connection with such delegation. The Lead School Administrator shall carry out his/her delegated responsibilities in accordance with federal and state law, as well as Charter School Board adopted policies and procedures.
- (d) <u>Board Directed Action</u>. The Charter School Board may, at any time, request that the Lead School Administrator promptly investigate and take action to address any complaints or concerns regarding the performance or conduct of any Teacher. The Lead School Administrator shall provide a prompt report to the Charter School Board and Connections on any and all actions taken in response to such a request. In the event the Lead School Administrator fails to take timely action to respond to the complaints or concerns raised and make a report, or in the event the actions taken by the Lead School Administrator are deemed inadequate, the Charter School Board may instruct Connections to remove or replace a Teacher within sixty (60) days of receipt of written notice from the Charter School Board of its decision to remove such Teacher, or immediately upon such written notice when the Charter School Board believes there is a risk of any illegal conduct, or a risk to the health or safety of any Student. Any such written notice shall set forth the basis on which the Charter School Board is relying in requiring any Teacher removals. If Connections has a concern about the legality of any Charter School Board requiring removal of a Teacher, Connections may refer the matter to Charter School Board's counsel of record for review and analysis.
- 4.4 <u>Shared Services Agreement</u>. The Board may employ all or some of the Administrative Staff and Teachers through the use of the Agreement for Provision of Teaching and Administrative Services entered into by and between the Charter School, and other charter schools managed by Connections Academy of California, LLC which shall govern the terms of such employment relationship with the Charter School.
- 4.5 <u>Other Services.</u> All services not specifically delegated to Connections shall be the responsibility of the Charter School. Further, to the extent that the Charter School elects not to

contract with Connections for any of the products or services provided for in this Agreement, it shall provide such products or services consistent with any requirements of Charter School Law or other applicable law and any requirements in the Charter.

4.6 <u>Insurance.</u> The Charter School shall comply with any insurance provisions as set forth in Section 15.

5. <u>Eligible Students.</u>

- Admission Requirements. Any child qualified under the laws of California for admission to a public charter school is eligible to become a Student of the Charter School subject to (a) any applicable limitations in law; (b) verification of their residency or other requirements established by law, including the completion of a Master Agreement per semester; and, to the extent as permitted by law, (c) possessing an existing IEP that specifically provides for the participation of a Special Needs Student in an Independent Study Program. Connections will not charge Students tuition or fees, except as authorized by State law and approved by the Charter School Board.
- Number. Connections shall not be responsible for delivering services under this Agreement if, during any Academic Year during the Term, less than two hundred fifty (250) Students are enrolled as of the first scheduled date of school according to the School Calendar. The Charter School Board may establish a maximum number of Students to be enrolled during each Academic Year and Connections shall not exceed that number without specific approval from the Charter School Board and the Sponsor, if applicable. In addition, Connections may limit the number of Students in each grade served under this Agreement to conform to the Budget, lottery policy, and enrollment cap(s), if any, approved by the Charter School Board.
- 5.3 Priority. Connections agrees to follow the admissions preferences as laid out in the Charter and admission policy adopted by the Charter School Board, including the procedures for conducting a lottery. Any limit on the number of Students who may enroll shall be communicated to interested parents and Students prior to their enrollment, including any procedure for conducting a lottery. Once Enrolled, Students will not be required to reapply in subsequent Academic Years, but will need to complete information confirming their intent to return, in accordance with the terms of the School Handbook and any additional documents and procedures.

- 8.4 Recruiting and Community Education. Connections will be responsible for developing a plan for periodic community informational meetings and correspondence and other activities as required to recruit Students and to inform other interested parties about the Charter School. The plan of recruiting and community education activities is subject to prior review and approval by the Charter School Board.
- 5.5 <u>Public Website.</u> Connections will maintain a public website on behalf of the Charter School that will contain, at minimum, any information required by the Charter School Law.
- 5.6 <u>Enrollment.</u> The Charter School delegates to Connections responsibility for accepting Students into the Charter School. However, the Charter School has no responsibility to pay Connections for any Students Connections admits who are not eligible for Average Daily Attendance (ADA). Connections shall maintain a list of the Students on behalf of the Charter School and shall provide such list to the Charter School Board promptly upon request. The list shall include any Student Record information required by applicable state law.
- 5.7 <u>Full-time Status.</u> Students shall be permitted to enroll in the Charter School exclusively on a full-time basis. Dual or part-time enrollment will not be permitted except by prior written agreement by Connections and the Charter School, and neither Party shall have any obligation to accept a dual or part-time enrollment or provide any payment for services provided by other parties.

6. Withdrawal.

A Student may withdraw from the Charter School at any time during the Academic Year. Only to the extent permitted by California law, the Charter, and the Charter School's policies, Students who do not, or Students of Caretakers who do not, comply with the terms of the School Handbook or the Charter School's independent study policy may also be withdrawn. Connections will use its reasonable best efforts to collect any information required by law concerning a previously enrolled Student's next school. Connections will report on the status of withdrawals to the Charter School Board at each regularly scheduled Charter School Board meeting or whenever requested by the Charter School Board. Connections will be responsible for reimbursing any state and federal funds that it has received to the extent funding is disallowed as a result of a Student's withdrawal.

7. <u>Term and Termination.</u>

- 7.1 <u>Term.</u> The term of this Agreement shall commence upon the Effective Date and shall expire on a date coterminous with the expiration of the Charter (the "Term").
- 7.2 <u>Early Termination.</u> Except as specifically provided for herein, this Agreement can only be terminated before its expiration as follows:
 - (a) By both Parties if they agree in writing to the termination;
- (b) By either Party, if one Party materially breaches this Agreement and fails to cure such breach within thirty (30) days following written notification of such breach from the other Party or, in the event objectively ascertainable reasonable efforts have been made to effect such cure and the breach at issue does not objectively lend itself to cure within such 30 day period, then such additional time as necessary to complete said cure, but in no event longer than 60 days following written notification of such breach;
- (c) By Connections, if the payments to which Connections is entitled under Section 10 of this Agreement are materially reduced as a result of a change in funding provided to the Charter School or applicable law impose requirements that are materially different from those previously provided under this Agreement and Connections is unwilling or unable to make the required changes;
- (d) By either Party, if the Charter is terminated or if the Charter School is no longer authorized by the Sponsor as required by applicable California law;
- (e) By the Charter School, if the Charter School Board determines at the end of an Academic Year that the Educational Products and Services do not meet the requirements for a computer-based charter school, and/or independent study and non-classroom based charter school, as defined by applicable laws, but only if Connections is unable to cure such deficiency after being given reasonable notice thereof and the opportunity to cure any alleged failure to meet such requirements;
- (f) By the Charter School, if the Charter School Board determines, after a Performance Review, in the Charter School's sole reasonable discretion, that this Agreement should be terminated for failure to perform, but only if Connections is unable to cure such deficiency after being given reasonable notice thereof specifying in detail the deficiency and the opportunity to

cure any alleged deficiency in performance. The determination as to whether Connections has cured the deficiency shall be made in the sole reasonable discretion of the Charter School; provided, however, that such determination shall be made by the Charter School by no later than March 1 of the year immediately preceding the upcoming Academic Year;

- (g) By Connections, if there are irreconcilable differences with respect to the manner in which Connections and/or the Charter School carries out its responsibilities under the terms of this Agreement; or
- (h) By either Party in the event that the Parties fail to agree on a Budget in accordance with Section 10.2 .
- Notice of Termination. In the event of termination of this Agreement prior to its expiration, written notice by certified or registered mail, return receipt requested, no later than March 1 of the then current Academic Year shall be provided and shall list the reason(s) for termination and the effective date of the termination. Termination shall only occur at the end of an Academic Year except if such termination is the result of Sections 7.4(a), (b), (c), (d), or (g).
- 7.4 <u>Obligations on Termination.</u> In the event this Agreement is terminated by either Party for any reason:
- (a) Connections shall assist and cooperate with the Charter School in the transition of the provision of Educational Products and Services from Connections to the Charter School, or another service provider, so as to minimize the disruption to the Students, it being the intention that the Charter School shall remain open and operating in its normal course;
- (b) Each Party will promptly (not later than thirty (30) days after the effective date of termination) return to the other Party all Confidential Information, property and material of any type belonging to the other Party, including but not limited to, electronic versions, hard copies and reproductions and will not retain copies of any such property or material except as may be expressly permitted in this Agreement or required by applicable law;
- (c) All access to the EMS and other Educational Products and Services shall continue for a reasonable amount of time to allow for a transition to Connections' successor(s), after which time it shall be discontinued;

- (d) Connections shall provide to the Charter School copies of all Student Records not otherwise in the Charter School's possession at no additional cost; and
- (e) The Charter School shall pay Connections all amounts due under this Agreement upon the earlier of either their due dates or thirty (30) days after the effective date of termination;

8. Representation Regarding Non-discrimination.

Connections, the Charter School and the Charter School Board will not discriminate against any person on the basis of race, creed, color, sex, national origin, religion, ancestry, sexual orientation or disability, or any other basis prohibited by federal or California state law.

9. <u>Health and Safety.</u>

- 9.1 Connections specifically acknowledges that it shall not do anything to interfere with and shall assist the Charter School in its responsibility to adhere to the following standards regarding health and safety:
- (a) Reporting child abuse or neglect of which it has reasonable suspicion, as required by state law;
- (b) Adopting policies prohibiting the use of drugs, alcohol, weapons and tobacco on school grounds or at school events; and
 - (c) Complying with all state immunization laws.

10. Financial Terms.

- 10.1 <u>Payments.</u> The following shall represent the financial responsibilities between the Parties.
- (a) As compensation for the Educational Products and Services provided by Connections under this Agreement, Connections and the Charter School shall negotiate in good faith a schedule of fees for services (the "Fee Schedule") for each year of the Term that shall apply to the following Academic Year. Upon the approval of such Fee Schedule by the Charter School Board, the Parties acknowledge and agree that the amounts are reasonable, necessary and fair market value compensation for the services rendered under this Agreement. To the extent that the Fee Schedule includes any fees that are based on a "percentage of revenue," such fees shall be assessed against funds received by the Charter School from all governmental sources

received by the Charter School from whatever source, whether from state, local, or federal government agencies, including but not limited to Title 1 funds, grants, income, or other funding sources (the "Revenues" and together with all Revenues in a given Academic Year, collectively "Total Revenues").

- (b) Any costs required by the Charter not specifically included in this Agreement shall be paid by the Charter School.
- (c) The Parties may agree to have Connections act as its payment agent for various other expenditures not included in the Fee Schedule. Connections will be entitled to reimbursement for these expenses on a monthly basis as they are incurred upon the submission of appropriate documentation.
- (d) Connections will invoice the Charter School monthly according to the Fee Schedule. Payment will be due within five (5) business days of action by the Charter School Board which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. Connections may charge interest at lesser of the rate of one and one half percent (1.5%) per month or the maximum interest rate permitted by California law, for any invoices paid more than sixty (60) days unless such failure to pay is the result of funds being withheld from the Charter School due to a failure by Connections to perform under the terms of this Agreement, or if the Charter School has insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State or Sponsor of funding due, or if the Charter School is disputing any charges. The Charter School shall notify Connections of the basis for any dispute within five (5) days of determination of such dispute and shall work to resolve the dispute within thirty (30) days. All amounts other than any amount in dispute shall be paid according to the terms herein. Funds shall also be subject to adjustment based on any adjustments to Student counts and/or ADA as a result of an audit. Any differences in amounts that were previously paid under this Agreement as a result of such audits shall only be applied to or against the next payment or payments otherwise due under this Section, or if no payment is due, Connections shall refund such amount to the Charter School.
- (e) To the extent that any adjustments as a result of an audit are the result of Connections failure to adequately perform its responsibilities under this Agreement or the Charter, and only after all administrative remedies available to challenge the audit findings have

been exhausted by the Charter School Board, Connections will be required to either: (i) return any required funds to the Charter School in the amount determined by the state funding authority, or (ii) to the extent that funds are withheld from future funding of the Charter School, reduce the fees invoiced the Charter School by the amount that funding is withheld.

- Budgets. No later than the earlier of June 1 or fourteen (14) working days prior to any deadline specified in the Charter or other regulatory mandate, Connections agrees that it will present to the Charter School a proposed budget that is balanced (i.e., not resulting in a cumulative net asset deficit) for the following fiscal year. The Budget shall be in reasonable detail, shall meet all regulatory reporting requirements and shall be based on the applicable Fee Schedule. In the event that the Charter School Board and Connections do not agree with the proposed balanced Budget, the Parties agree to work together in good faith to resolve any disagreements by the earlier of June 30 or such date as is required in any regulatory requirement or the Charter Renewal for budget submission.
- 10.3 Protection Against Deficits. In the event that, as of June 30 of any year during the Term, Total Revenues are less than the Charter School's expenditures, including payments to Connections as well as those incurred and paid by the Charter School, but excluding any payments for capital expenditures (the "Total Expenditures"), and in the event that the Charter School does not have positive Net Assets (as defined in its annual audited financial statements) sufficient to offset the difference between Total Revenues and Total Expenditures, to the extent that any expenditures in excess of Total Revenues were included in the balanced budget or were subsequently approved by both Parties in an amended budget, Connections shall issue a credit or make a cash payment to the Charter School to the extent required to maintain positive Net Assets at least equal to \$10,000 as of each June 30 during the Term of this Agreement. To the extent that the Net Assets at the end of any June 30 exceeds \$10,000 and in the event that credits have previously been issued and not repaid, Connections shall be entitled to the repayment of any such credits.
- 10.4 <u>Receipts and Expenditures for Title Funding, Special Education, Gifted Education,</u>

 <u>Grants etc.</u> To the extent that the Charter School is eligible to receive additional revenue over and above the State and Charter School per student funding, Connections will be responsible for

collecting such funds on behalf of the Charter School and will make any required disbursements in accordance with its responsibilities as required under this Agreement or by law.

- 10.5 <u>Breakdown of Charges.</u> No later than September 30 of each year during the Term, Connections, for information purposes only, will provide to the Charter School a breakdown of its charges including a breakdown between Tangible and Intangible Instructional Materials, and amounts charged for staff compensation, a sublicense to the EMS, Computer Technology, etc. This shall not change the amounts due to Connections by the Charter School, but shall provide the Charter School with support for the charges for the products and services provided by Connections.
- 10.6 <u>Sales Tax.</u> The Charter School shall provide Connections with documentation demonstrating its tax exempt status, if any, for all applicable taxes, including sales and use tax. To the extent that the Charter School is not tax exempt, the Charter School shall be responsible for federal, state, or local taxes assessed, if any, based on the Educational Products and Services provided to the Charter School under this Agreement. If any sales and use taxes are assessed on purchases made from Connections, Connections will provide a credit to the Charter School equal to the amount of the sales or use taxes paid by the Charter School.
- 10.7 <u>Charter School Funds</u>. All Charter School funds received by the Charter School, from whatever source, retain their character as Charter School funds until such time as they are paid out to a third party, including Connections, as payment for a service performed (or to be performed) for, or at the direction of, the Charter School or for a product obtained at the direction of the Charter School, at which time such monies paid to such third parties shall lose their Charter School fund character.

11. Confidential Information.

11.1 <u>Confidential Information Defined.</u> As used in this Agreement, "Confidential Information" means all information and any idea in whatever form, tangible or intangible, pertaining in any manner to the business of a disclosing Party (or any of its Affiliates) or to a disclosing Party's or its Affiliates' customers or business partners, unless it must be disclosed by applicable law, . It is acknowledged that the following information will be included, without limitation, in the definition of Confidential Information, whether in written or verbal form, and including electronic data recorded or retrieved by any means: (1) educational content, curricula,

teaching outlines, lesson plans, testing processes, and procedures; (2) Student Records and other student-related or Caretaker personal information; (3) information regarding business strategy and operations such as business plans, marketing strategies, outreach plans and sales information, pricing information and customer and prospect lists, the identities and locations of vendors and consultants providing services or materials to or on behalf of the disclosing Party; (4) information regarding product development such as product designs and concepts, development methods, computer software, inventions and other work product; (5) financial information such as budget and expense information, economic models, pricing, cost and sales data, operating and other financial reports and analysis; (6) human resource information such as compensation policies and schedules, employee recruiting and retention plans, organization charts, disciplinary records and other personnel data; (7) the terms of this Agreement; and (8) other similar non-public information that may provide the disclosing Party with a strategic advantage or could harm the disclosing Party if publicly disclosed.

- 11.2 Obligation to Protect. To the extent permitted by law, each Party shall maintain the confidentiality of the other Party's Confidential Information. Receiving Party agrees to use and disclose Confidential Information only as required in performing its obligations under this Agreement and for no other purpose and to hold all such Confidential Information in the strictest confidence, and except with the prior written authorization of the disclosing Party, not to (a) disclose it to any person, firm or corporation, or (b) use it for the benefit of anyone other than for the disclosing Party. Notwithstanding the foregoing, the Charter School shall be permitted to make such disclosures and retain such materials as is required for the Charter School to comply with applicable laws, and in accordance with Section 3.9. Connections shall make such information and facilities available to authorized Charter School personnel, Sponsor, California regulatory authorities, and any other person, as required to comply with applicable laws, and in accordance with Section 3.9.
- 11.3 <u>Protection of Student Records.</u> The Parties acknowledge and agree that under California Law and 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act ("FERPA") including any regulations promulgated thereunder, each Party has certain obligations with regard to maintaining the security, integrity and confidentiality of "education records", as that term is defined by FERPA. The Parties agree that they shall perform their obligations under this Agreement in compliance with FERPA and any regulations promulgated thereunder. The Parties

designate the Charter School Board members, staff, employees, independent contractors and volunteers who are providing educational or administrative services to the Student as agents of the Charter School having a legitimate educational interest and thus entitled to access the educational records under FERPA. The Parties shall also maintain Student Records in accordance with any other applicable state, local and federal laws.

11.4 <u>Remedy for Breach.</u> The Parties acknowledge that monetary damages may not be a sufficient remedy for unauthorized disclosure of Confidential Information and that a disclosing Party shall be entitled, without waiving any other rights or remedies, to such injunctive or equitable relief as may be deemed proper by a court of competent jurisdiction.

12. Ownership of Intellectual Property and Tangible Personal Property Supplied by Connections.

- 12.1 Intellectual Property. Charter School agrees that Connections or its licensor is the sole owner of the EMS and Connections, its Affiliates, and/or its contracted vendors are the owners of any Intangible Instructional Materials and other content contained in the EMS ("Content") made available pursuant to Section 2.2. Further, the Charter School will acquire no rights in trademarks, patents, copyrights or trade secrets related to the EMS, the Intangible Instructional Materials or the Content by reason of the Charter School's use of the same in connection with this Agreement. The Charter School grants, and agrees to cause its employees and agents to grant, to Connections and its successors and assigns, a non-exclusive perpetual, irrevocable, worldwide and royalty-free license to use (including to provide Educational Products and Services), modify, market and create derivative works based upon any instructional or other copyrightable materials created by employees and agents of the Charter School, without identifying or seeking the consent of the Charter School or any of its employees or agents. Any such derivative works created shall be the sole property of Connections and its transferees.
- 12.2 <u>Tangible Personal Property.</u> This Agreement does not constitute a sale or other transfer to the Charter School or Sponsor of any Educational Products supplied by Connections pursuant to Section 2. All right, title, and interest in and to such Educational Products will remain with Connections.
- 12.3 <u>Trademarks.</u> Connections and its Affiliates are the owner of various trademarks, service marks, logos, or trade names used in its business of providing Educational Products and

Services, which can be found at

http://www.connectionsacademy.com/Libraries/PDFs/CACommonLawTrademarks.sflb.ashx (collectively, the "Licensed Marks"). Connections grants to the Charter School a non-exclusive, non-transferable, royalty-free sub-license to use the Licensed Marks during the term of this Agreement solely in connection with the performance of this Agreement and subject to preapproval of such use by Connections. The Charter School agrees to make reasonable efforts to use the Licensed Marks in accordance with any trademark usage guidelines provided by Connections, the most up to date version of which can be found at http://www.connectionsacademy.com/terms-of-use/trademark-guidelines.aspx. Connections retains all right, title and interest in and to the Licensed Marks and any related proprietary rights not expressly granted to the Charter School hereunder. All goodwill attributable to the Licensed Marks will inure exclusively to the benefit of Connections. In the event of a termination of this Agreement, the Charter School agrees to terminate use of the Licensed Marks and amend any publicly recorded and unrecorded documents, including the Charter School trade name, to remove the name "Connections Academy" and any other Licensed Marks that may be contained therein (including, if applicable, the Charter School name) within sixty (60) days after the effective date of termination, unless otherwise agreed to by the Parties.

- 12.4 <u>Use of Charter School Funds</u>. No Charter School funds shall be used in the development or procurement of any Tangible or Intangible Materials, or any aspect of the curriculum or educational materials ("Curriculum Materials"). Charter School funds paid to Connections for services rendered in accordance with the terms of this Agreement and used in the development or procurement of such Curriculum Materials shall not be deemed Charter School Funds once such payment is received by Connections.
- 12.5 Aggregating Data. Student specific data, including corresponding Caretaker data, is the property of the Charter School, Student and/or the Caretaker ("Student Information"), unless and to the extent that Connections' obtains such Student Information from a source other than the Charter School, including directly from Student (if emancipated minor or over the age of minority) or such Student's Caretaker. Connections will not use any such Charter School owned Student Information for any non-school related purpose without obtaining the written permission of such Student or Student's Caretaker (as the case may be). Connections may freely aggregate Charter School owned Student Information for use so long as such aggregated use does not

reveal identifying characteristics that would enable a third party to determine the identity of any individual Student, including that Student's Caretaker. All such aggregated data shall be the property of Connections. Connections may freely use all such aggregated data and identify its source as being Capistrano Connections Academy without the consent of the Charter School.

13. <u>Indemnification.</u>

- 13.1 Indemnification by Connections of the Charter School Board. To the extent not covered by insurance or not barred by applicable law, Connections shall defend, indemnify and hold the Charter School Board and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which the Charter School Board and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by Connections, its agents, employees, or assigns in the execution or performance of this Agreement. In no event shall this indemnification apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Charter School Board director, officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of Connections shall survive the termination of this Agreement. The Charter School shall have the right, at its own expense, to participate in the defense of any suit, without relieving Connections of any of its obligations hereunder.
- 13.2 Indemnification by the Charter School. To the extent not covered by insurance or not barred by any applicable law, the Charter School shall defend, indemnify and hold Connections and their respective agents and employees harmless against and from all costs, expenses, damages, injury or loss (including reasonable attorney's fees) to which Connections and their respective agents and employees may be subject by reason of any wrongdoing, misconduct, negligence, or default by the Charter School, its agents, employees, or assigns in the execution or performance of this Agreement. This indemnification shall not apply to any liability claims or demands resulting from the negligence or wrongful act or omission of any Connections officer, agent, or employee. This indemnification, defense and hold harmless obligation on behalf of the Charter School shall survive the termination of this Agreement. Connections shall have the right, at its own expense, to participate in the defense of any suit, without relieving the Charter School of any of its obligations hereunder.

13.3 <u>Indemnification Procedure.</u> The indemnified Party will: (a) promptly notify the indemnifying Party in writing of any claim, loss, damages, liabilities and costs, and for third party claims, (b) allow the indemnifying Party to control the defense, and (c) reasonably cooperate with the indemnifying Party in the defense and any related settlement negotiations. In addition to any defense provided by the indemnifying Party, the indemnified Party may, at its expense, retain its own counsel. If the indemnifying Party does not promptly assume the indemnified Party's defense against any third party claim, the indemnified Party reserves the right to undertake its own defense at the indemnifying Party's expense.

14. Limitation of Liabilities.

- 14.1 In no event will the Charter School, or its directors, officers, employees, or agents, be responsible or liable for the debts, acts or omissions of Connections, its directors, officers, employees, or agents.
- 14.2 In no event will Connections and their respective employees or agents be responsible or liable for the debts, acts or omissions of the Charter School, its directors, officers, employees, or agents.

15. Insurance.

15.1 Connections Insurance. Connections will maintain and keep in force no less than substantially such amounts of insurance as are provided for in **Exhibit A** to cover insurable risks associated with operations under this Agreement, whether such operations are conducted by Connections, or by any subcontractor or anyone directly or indirectly employed by any of them. Such coverage will include worker's compensation insurance for any employees provided under the terms of this Agreement that are paid directly by Connections, including any dual employees of Connections and the Charter School. Any coverage offered to the Charter School by Connections shall meet the requirements of any Memorandum of Understanding with the Sponsor or the Charter or applicable law. The Charter School, as well as its directors, officers, employees and volunteers, shall be included as an "additional insured" at no additional charge. The Authorizer shall be included as an "additional insured" at no additional charge if required in the Charter or the MOU. Any charges associated with such insurance shall be included in the Fee Schedule.

- 15.2 <u>Charter School Insurance.</u> The Charter School shall maintain and keep in force insurance at no less than the minimum levels required by the Charter, the Memorandum of Understanding with the Authorizer, applicable law, or all of these. Connections shall be responsible for providing and keeping in force that insurance identified on Exhibit A, which shall include primary coverage for the Corporation including its Charter School, and its directors, officers, employees, and volunteers. Further, the Charter School may elect to maintain additional coverage, in which event Connections shall arrange for the requisite coverage on behalf of the Charter School and include the cost in the Fee Schedule. Connections shall be included as an "additional insured" as to any such coverage. The Charter School will also maintain and keep in force Director and Officer's Insurance in the amount required by the Sponsor or by the Charter, but in no event less than One Million Dollars (\$1,000,000) in the aggregate.
- 15.3 <u>Liability Insurance</u>. Liability insurance for any facility leased directly and/or managed by the Charter School and any capital equipment or furniture and fixtures owned by the Charter School will be the responsibility of the Charter School. To the extent such insurance is provided for in Exhibit A, as may be modified from time to time, Connections shall be responsible for providing and keeping in force such liability insurance.

16. <u>Notices.</u>

Any notice, demand, or request from one Party to the other Party hereunder shall be deemed to have been sufficiently given or served for all purposes 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:

If to the Charter School: Capistrano Connections Academy

26800 Aliso Viejo Parkway, Suite 120

Aliso Viejo, CA 92565

Attention: Board President

CC: Procopio Cory, Hargreaves & Savitch, LLP

525 B Street, Suite 2200

San Diego, CA 92101

Attention: Greg Moser

If to Connections: Connections Academy of California, LLC

c/o Connections Education

Attention: President

1001 Fleet St, 5th Floor

CC: Baltimore, MD 21202

Connections Education LLC

c/o Connections Education

Attention: General Counsel

1001 Fleet St, 5th Floor

Baltimore, MD 21202

17. <u>Miscellaneous.</u>

- 17.1 <u>Severability.</u> If any provision of this Agreement is held to be invalid or unenforceable, it shall be ineffective only to the extent of the invalidity, without affecting or impairing the validity and enforceability of the remainder of the provision or the remaining provisions of this Agreement. If any provision of this Agreement shall be or become in violation of any federal, state, or local law, such provision shall be considered null and void, and all other provisions shall remain in full force and effect.
- 17.2 <u>Successors and Assigns.</u> The terms and provisions of this Agreement shall be assignable by either Party only with the prior written permission of the other, which consent shall not be unreasonably withheld; provided that a change in control of Connections or its managing member, notice of which shall be provided by Connections to Charter School Board, shall not be subject to the provisions of this section.
- 17.3 <u>Complete Agreement; Modification and Waiver.</u> This Agreement constitutes the entire agreement between the Parties with respect to the matter contained herein and supersedes all prior and contemporaneous agreements, warranties and understandings of the Parties. There are

no agreements, representations or warranties of any kind except as expressly set forth in this Agreement. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing by both Parties. No waiver of any provision of this Agreement will be effective unless it is in writing and signed by the Party to be charged with such modification, and no such waiver will constitute a waiver of any other provision(s) or of the same provision on another occasion.

- 17.4 <u>Force Majeure.</u> If any circumstance should occur that is not anticipated or is beyond the control of a Party or that delays or renders impossible or impracticable performance as to the obligations of such Party, the Party's obligation to perform such services shall be postponed for a period equal to the time during which such circumstance shall extend, or, if such performance has been rendered impossible by such circumstance, shall be cancelled.
- 17.5 <u>No Third Party Rights.</u> This Agreement is made for the sole benefit of the Parties. Except as otherwise expressly provided, nothing in this Agreement shall create or be deemed to create a relationship among the Parties or any of them, and any third party, including a relationship in the nature of a third party beneficiary or fiduciary.
- 17.6 <u>Professional Fees and Expenses.</u> Each Party shall bear its own expenses for legal, accounting, and other fees or expenses in connection with the negotiation of this Agreement.
- 17.7 <u>Governing Law.</u> This Agreement shall be governed and controlled by the laws of the State of California. Any legal actions prosecuted or instituted by any Party under this Agreement shall be brought in a court of competent jurisdiction located in Orange County, California, and each Party hereby consents to the jurisdiction and venue of any such courts for such purposes.
- 17.8 <u>Counterparts.</u> This Agreement may be signed in counterparts, which shall together constitute the signed original agreement.
- 17.9 <u>Compliance with laws, policies, procedures, and rules.</u> Each Party will comply with all applicable federal and state laws including all of the specific requirements of the Charter, applicable local ordinances and the Charter School's policies whether or not specifically listed in this Agreement.
- 17.10 <u>Interpretation of Agreement.</u> The Parties hereto acknowledge and agree that this Agreement has been negotiated at arm's length and between Parties equally sophisticated and

knowledgeable in the subject matter dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require interpretation of any ambiguities in this Agreement against the Party that has drafted it is not applicable and this Agreement shall be interpreted in a reasonable manner to affect the intent of the Parties as set forth in this Agreement.

- 17.11 <u>Headings; Exhibits.</u> The section headings contained herein are for convenience only and shall not in any way affect the interpretation or enforceability of any provision of this Agreement. All schedules and exhibits to this Agreement are incorporated herein and shall be deemed a part of this Agreement as fully as if set forth in the body hereof.
- 17.12 Attendance at Meetings. During the Term, Connections will have the right to designate an individual or such individuals who shall have attendance rights at all Charter School Board meetings. Such rights are limited exclusively to attendance and provide no rights to participate without the express permission of the Charter School Board. Given the role Connections' plays in Charter School operations, with respect to closed sessions, Connections representatives have an official role to play, and may attend closed sessions, provided that: (1) the particular representative(s) is involved in the subject matter or operations of the closed session and necessary for such discussion; (2) in the judgment of the Charter School Board there is no actual or potential conflict of interest between Connections and that particular Connections representative and the Charter School with respect to the subject matter of the closed session.
- 17.13 Electronic Signatures. This Agreement and related documents may be accepted in electronic form (e.g., by scanned copy of the signed document, an electronic or digital signature or other means of demonstrating assent) and each Party's acceptance will be deemed binding on the Parties. Each Party acknowledges and agrees it will not contest the validity or enforceability of this Agreement and related documents, including under any applicable statute of frauds, because they were accepted or signed in electronic form. Each Party further acknowledges and agrees that it will not contest the validity or enforceability of a signed facsimile copy of this Agreement and related documents on the basis that it lacks an original handwritten signature. Facsimile signatures shall be considered valid signatures as of the date hereof. Computer maintained records of this Agreement and related documents when produced in hard copy form shall constitute business records and shall have the same validity as any other generally recognized business records.

17.14 <u>Survival.</u> The rights and responsibilities of Sections 7.4, 10, 11, 12, 13, 14, 15, 16, 17.1, 17.2, 17.3, 17.4, 17.6, 17.7, 17.9, 17.10, 17.11, 17.13, 17.14 and 17.15 shall survive the termination of this Agreement.

organized under the laws of California, and is not a division or a part of the Charter School. The Charter School is a California non profit public benefit corporation authorized by the Charter School Law and is not a division or part of Connections. The Parties intend that the relationship created by this Agreement is that of an independent contractor and not employer-employee. Except as expressly provided in this Agreement, no agent or employee of Connections shall be deemed to be an agent or employee of the Charter School. Connections shall be solely responsible for its acts and the acts of its agents, employees and subcontractors and the Charter School shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between Connections and the Charter School is based solely on the terms of this Agreement, and the terms and conditions of any other written agreement executed by Connections and the Charter School.

IN WITNESS WHEREOF, the Parties agree to the terms of this Agreement and have executed this Agreement by their authorized representatives to be effective as of the Effective Date written above.

CAPISTRANO	CONNECTIONS ACADEMY OF				
CONNECTIONS ACADEMY, INC.	CALIFORNIA, LLC				
By:	By:				
Title:	Title:				
Date:	Date:				

$\label{eq:expectation} \textbf{Exhibit A} - \textbf{Certificate of Insurance Requirements}$

EXHIBIT J

CHARTER SCHOOL BUSINESS PLAN INCLUDING BUDGETS AND CASH FLOW NARRATIVE

In this Exhibit we include the following:

- Budget for 2013-2016
- Estimated and Breakdown of Average Daily Attendance for 2013-2016
- Cash Flow Narrative

Capistrano Connections Academy 2013-2014 Budget Revenue and Expense Statement

Average Daily Attendance	13-14 Budget 2,200	14-15 Budget 2,500	15-16 Budget 2,800
Davis			
Revenue LCFF - State/EPA	2 470 406	0.046.470	2 154 440
LCFF - State/EFA	2,478,496 11,524,287	2,816,472 13,095,781	3,154,449 14,667,275
Subtotal LCFF	14,002,783	15,912,254	17,821,724
Subtotal ECL1	14,002,763	13,912,234	17,021,724
Lottery	345,400	392,500	439,600
Special Education Pass through funds - State	480,905	590,898	671,476
Total Pupil Funding	14,829,089	16,895,652	18,932,800
Star Testing Reimbursement	4,400	5,000	5,600
Mandated Cost Reimbursement	58,873	66,901	74,930
Common Core Funding	220,000	220,000	-
Federal Funding - Title I	193,787	220,000	246,000
Federal Funding - Title II-A	8,586	9,000	10,000
Federal Funding - IDEA	281,686	320,000	358,000
E-Rate Funds	19,620	22,296	24,971
Interest Income	4,800	5,455	6,109
Contracted Services to CenCA	922,318	1,048,089	1,173,859
Contracted Services to CalCAR	65,500	74,432	83,364
Subtotal	1,779,571	1,991,172	1,982,833
Total Revenue	16,608,660	18,886,824	20,915,633
Compensation Expense			
Administration	000 171		4.450.000
Salaries - Administration	906,171	1,029,740	1,153,309
Benefits - Administration	163,111	185,353	207,596 49,843
Taxes - Administration Pension - Administration	39,162 48,327	44,502 54,917	49,643 61,507
Subtotal Administration	1,156,771	1,314,513	1,472,254
Cubicial / idiffillibilation	1,100,771	1,014,010	1,472,204
<u>Teachers</u>			
Salaries - Teachers	4,303,828	4,890,713	5,477,599
Benefits - Teachers	731,324	831,051	930,777
Taxes - Teachers	86,077	97,814	109,552
Pension - Teachers	355,066	403,484	451,902
Subtotal Instructional Staff	5,476,295	6,223,062	6,969,829
Total Compensation Expense	6,633,066	7,537,575	8,442,084

Capistrano Connections Academy 2013-2014 Budget

Revenue and Expense Statement

Average Daily Attendance	13-14 Budget 2,200	14-15 Budget 2,500	15-16 Budget 2,800
Other School Expenses	2,200	2,300	2,000
Educational Resource Center	288,750	328,125	367,500
Connexus ^{IM} Annual License (EMS)	1,375,000	1,562,500	1,750,000
Technical Support and Repairs	343,750	390,625	437,500
Hardware/Software - Employees	59,594	67,720	75,847
School Curriculum Supplies	42,161	47,911	53,660
Student Technology Assistance	115,000	130,682	146,364
Internet Subsidy Payment Processing	5,000	5,682	6,364
Curriculum Postage	107,388	122,031	136,675
Tangible and Intangible Instructional Materials	3,335,071	3,789,853	4,244,636
Community Outreach	850,000	970,000	1,080,000
School Administration - Instruction	557,004	631,798	698,356
School Administration - Non-Instruction	594,138	673,918	744,913
Special Education Direct Services	762,591	910,898	1,029,476
Office Supplies	26,000	30,000	33,000
Expensed Furniture and Equipment	18,000	20,000	23,000
Copiers/Reproduction	12,000	14,000	15,000
Office Postage	24,000	27,000	31,000
ISP Payment Reimbursement	24,000	27,000	31,000
Student Testing & Assessment	80,000	91,000	102,000
Staff Recruiting	12,000	14,000	15,000
Staff Training / Prof. Dvlpmt.	23,000	26,000	29,000
Travel and Conferences - Teachers	30,000	34,000	38,000
Travel and Conferences - Administration	45,000	51,000	57,000
Team Building	5,000	6,000	6,000
Maintenance & Repair	3,000	3,000	3,000
High Speed Internet	23,000	26,000	29,000
Phone	12,000	14,000	15,000
Rent	171,035	178,000	231,240
Rent - Storage Unit	2,500	3,000	3,000
Other	1,000	1,000	1,000
Banking fees	1,200	1,000	1,000
Financial Audit	14,600	17,000	19,000
District Oversight	140,028	159,000	178,000
STRS Reporting	10,000	11,000	13,000
Student Activities	6,000	7,000	8,000
Graduation	20,000	23,000	25,000
Staff Activities	5,000	6,000	6,000
Office Furniture and Equipment	20,000	-	300,000.00
Board Expenses	6,000	6,000	6,000
Dues	11,000	12,000	12,000
Accreditation and Consulting	1,500	2,000	4,000
Insurance - D&O	3,500	4,000	4,000
Other Curriculum	200,000	300,000	400,000
Summer School	100,000	150,000	200,000
Legal Total Other School Expenses	12,000 9,497,810	14,000 10,908,743	15,000 12,624,531
Total Program Expenses	16,130,876	18,446,318	21,066,615
Nat	477 -0 4	440 505	(450.000)
Net	477,784	440,507	(150,982)
Beginning Fund Balance	1,231,120	1,708,904	2,149,411
Ending Fund Balance	1,708,904	2,149,411	1,998,429
Fund Balance % of Total Expenditures	11%	12%	9%
Teacher Compensation (incl. direct spec. ed) > 40% of ADA revenue	40%	40%	41%
Instructional Expenses > 80% of total revenue	82%	82%	83%

Average Daily Attendance (ADA) 14-15

	Titorago bany fictoriaanoo (1271)										
6%	13-14				14-15		15-16				
	In	Out of		In	Out of		In	Out of			
Grade	District	District	Total	District	District	Total	District	District	Total		
K	6	88	93	6	99	106	7	111	119		
1	5	85	91	6	97	103	7	109	116		
2	5	82	87	6	93	99	7	105	111		
3	6	92	98	7	105	112	7	117	125		
4	7	117	125	9	133	142	10	149	159		
5	8	120	127	9	136	145	10	152	162		
6	10	156	166	11	178	189	13	199	212		
7	11	180	192	13	205	218	15	229	244		
8	13	211	225	15	240	256	17	269	286		
9	18	285	303	21	324	345	23	363	386		
10	16	244	259	18	277	295	20	310	330		
11	16	255	272	19	290	309	21	325	346		
12	10	152	161	11	172	183	12	193	205		
Total	132	2,068	2,200	150	2,350	2,500	168	2,632	2,800		

CAPISTRANO CONNECTIONS ACADEMY CASH FLOW EXPLANATION

September 13, 2013

Capistrano Connections Academy (CapoCA) contracts with Connections Academy, LLC (Connections) to provide educational products and services for the charter school. In addition, Connections provides Human Resources, administrative, financial, accounting and payroll services, among other services, for the school. The services provided are explained in the professional services agreement between the charter school and Connections. Since this is provided as a 'turnkey' program, many of the charter school's expenses are either paid to Connections for products and services (such as fees for access to Connexus®, their proprietary Educational Management System, and their virtual curriculum, and so forth) or are reimbursed by the school to Connections (such as payroll expenses, facility costs, and so forth) The charter school is invoiced monthly by Connections for all of the agreed upon costs, and the CapoCA Board and Business Manager review and approve these invoices prior to payment to Connections .

Connections has considerable experience supporting public virtual schools in 23 states and has gained significant expertise in dealing with the unique aspects of public school funding, including funding in California. In order to protect CapoCA from experiencing cash flow problems as a result of delays in state or local funding, arrangements have been made to allow the charter school to pay the invoices *only if the school has sufficient funds available at that time*. The school must pay for services rendered as soon as funds become available, but there is no demand for payment if sufficient funds have not yet been received by the school. Therefore, due to this favorable arrangement between CapoCA and Connections, any additional delays in state payments, such as have been recently imposed by California on all public schools, will have little negative effect on the charter school.

The current professional services agreement, Section 7.1(e), in effect through June 30, 2014, includes the following language:

Connections Academy will invoice the Charter School monthly according to the Fee Schedule. Payment will be due within five (5) business days of action by the Charter School Board which shall use its best efforts to review and approve invoices within thirty (30) days of receipt. CA may charge interest at the rate of one and one half percent (1.5%) per month for any invoices over sixty (60) days unless such failure to pay is the result of the Charter School ha(ving) insufficient funds to pay the invoice as the result of outstanding receivables, deferred payment by the State of funding due, or if the Charter School is disputing any charges.

Connections has successfully shown that it will assist the three schools in California that it supports through this method. For example, during the recent state deferrals, much of

CapoCA's funding was delayed for months. However, payment for Connections' services did not have to be issued until after sufficient funds were received, with Connections meanwhile paying for payroll and performing services to the school in a timely way and in accordance with the agreement.

The Governing Board and school leadership are well aware of the challenges of the state's current multiple and complex deferrals of payments to public schools, including charter schools. However, for the reasons listed herein, rather than needing to develop detailed cash flow analyses and seek outside financing, CapoCA can rely on its arrangement with Connections to provide short term financing during times when cash is not incoming from the public revenue sources. This ability to obtain financing at a reasonable rate is one of many advantages offered to the school by Connections.

EXHIBIT K

INSURANCE CERTIFICATES (2013-2014) SAMPLES

In this exhibit we include the following:

- Certificate of Liability Insurance
- Evident of Property Insurance
- Certificate of Workers Compensation Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/26/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

noticy/ies) must be endorsed. If STIRROGATION IS WAIVED, subject to

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Sar	Antonio, TX 78265-9520			INSUI	RERA: HANOVE	R INSURANC	CE COMPANY			
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	1 Fleet Street, 5th Floor			INSUI	RER D :					
Bal	timore, MD 21202				RERE:					
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	X Products/Completed							\$1,000,0		
	included in Gen Agg							\$2,000,0	30	
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	DED RETENTION\$							\$		
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	AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE TO ANY PROPRIETOR							\$		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N/A					E.L. DISEASE - EA EMPLOYEE			
	If yes, describe under DESCRIPTION OF OPERATIONS below									
A	Educator's Legal			ZHDA04166400	07/01/2013	07/01/2014	E.L. DISEASE - POLICY LIMIT :	1,000,0	0.0	
Α	Employment Practice Liab			ZHDA04166400		07/01/2014	Limit:	1,000,0		
	RetroActive Date 07/1/87			Claims Made coverage			Deductable:	2,500		
DES	CRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	ttach /	ACORD 101, Additional Remarks Schedu	ile, if more space i	s required)				
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Capistrano Unified School District (CUSD) 33122 Valle Rd. San Juan Capistrano, CA 92675

AUTHORIZED REPRESENTATIVE

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EVIDENCE OF PROPERTY INSURANCE

DATE (MM/DD/YYYY)

07/26/2013

THIS EVIDENCE OF PROPERTY INSURANCE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE ADDITIONAL INTEREST NAMED BELOW. THIS EVIDENCE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE

COVERAGE AFFORDED BY THE POLICIES BELOW. THIS EVIDENCE		•	TWEEN THE
ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER	COMPANY		
AGENCY (A/C, No, Ext): 888-591-1954 Marsh & McLennan Agency-SBS,	-		
a service of Seabury and Smith, Inc.	HANOVER INSURANCE COMPANY		
9830 Colonnade Boulevard, Suite 400			
PO Box 659520 San Antonio, TX 78265-9520			
FAX (A/C, No): 210-737-3584 E-MAIL ADDRESS:			
CODE: SUB CODE: AGENCY CUSTOMER ID #: 142927			
CUSTOMER ID #: 142927	LOAN NUMBER	POLICY NUMBER	
Capistrano Connections Academy			
Connections Education, LLC	EFFECTIVE DATE EXPIRATION	DATE ZHDA04166400	
1001 Fleet Street, 5th Floor		CONTINUE	DUNTIL ED IF CHECKED
	07/01/2013 07/01/2014 THIS REPLACES PRIOR EVIDENCE DATED:		
Baltimore, MD 21202			
PROPERTY INFORMATION			
LOCATION/DESCRIPTION			
Aliso Viejo,, CA 92656			
A1150 VIEJO,, CA 92030			
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO			
NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF AN EVIDENCE OF PROPERTY INSURANCE MAY BE ISSUED OR MAY PERTAI			
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BPP rc BI/EE 12P REMARKS (Including Special Conditions)	Mon, Actual Loss Sustaind	\$250,000	\$2,500
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BPP PC BI/EE 129 REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS Capistrano Unified School District (CUSD) 33122 Valle Rd.	LED BEFORE THE EXPIRATION D. MORTGAGEE ADDITIONAL	\$250,000 ATE THEREOF, NOTIO	\$2,500
BPP rC BI/EE 12h REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS Capistrano Unified School District (CUSD)	MON, Actual Loss Sustaind LED BEFORE THE EXPIRATION D. MORTGAGEE LOSS PAYEE LOAN #	\$250,000 ATE THEREOF, NOTIO	\$2,500
BPP PC BI/EE 129 REMARKS (Including Special Conditions) CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCEL DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. ADDITIONAL INTEREST NAME AND ADDRESS Capistrano Unified School District (CUSD) 33122 Valle Rd.	MON, Actual Loss Sustaind LED BEFORE THE EXPIRATION D. MORTGAGEE ADDITIONAL I	ATE THEREOF, NOTION	\$2,500

ACORD 27 (2009/12)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 07/26/2013

MAN

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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

the terms and conditions of the policy certificate holder in lieu of such endors						terricine ori tri	is certificate does not e	onici i			
PRODUCER				CONTACT NAME:							
Marsh & McLennan Agency-SBS,				PHONE (A/C, No. Ext):888-591-1954 FAX (A/C, No): 210-737-3584							
a service of Seabury and Smith, Inc.				E-MAIL					37-3304		
9830 Colonnade Boulevard, Suite 400 PO Box 659520				ADDRESS: INSURER(S) AFFORDING COVERAGE					NAIC#		
San Antonio, TX 78265-9520					INSURER A: HARTFORD ACCIDENT & INDEM. CO.						
INSURED					INSURER B: HANOVER INSURANCE COMPANY						
Capistrano Connections Academy, Inc.				INSURER C:							
1001 Fleet Street, 5th Floor Baltimore, MD 21202				INSURE	RD:						
Baltimore, MD 21202				INSURE	RE:						
				INSURE	RF:						
			NUMBER:				REVISION NUMBER:				
THIS IS TO CERTIFY THAT THE POLICIES INDICATED. NOTWITHSTANDING ANY RECERTIFICATE MAY BE ISSUED OR MAY EXCLUSIONS AND CONDITIONS OF SUCH	EQUIR PERT POLIC	REMEI AIN, CIES.	NT, TERM OR CONDITION THE INSURANCE AFFORDI LIMITS SHOWN MAY HAVE	OF AN ED BY	Y CONTRACT THE POLICIE REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE O HEREIN IS SUBJECT TO	CT TO	WHICH THIS		
NSR LTR TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s			
GENERAL LIABILITY							EACH OCCURRENCE	\$			
COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$			
CLAIMS-MADE OCCUR							MED EXP (Any one person)	\$			
							PERSONAL & ADV INJURY	\$			
							GENERAL AGGREGATE	\$			
GEN'L AGGREGATE LIMIT APPLIES PER:							PRODUCTS - COMP/OP AGG	\$			
POLICY PRO- JECT LOC								\$			
AUTOMOBILE LIABILITY							COMBINED SINGLE LIMIT (Ea accident)	\$			
ANY AUTO							BODILY INJURY (Per person)	\$			
ALL OWNED SCHEDULED AUTOS NON-OWNED							BODILY INJURY (Per accident)	\$			
HIRED AUTOS NON-OWNED AUTOS							PROPERTY DAMAGE (Per accident)	\$			
								\$			
UMBRELLA LIAB OCCUR							EACH OCCURRENCE	\$			
EXCESS LIAB CLAIMS-MADE							AGGREGATE	\$			
DED RETENTION\$			E AMERICANE E A C		05/01/0010	05/01/0014	TY NAME OF ATTILL OTTE	\$			
A WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			54WECCM5546		07/01/2013	07/01/2014	X WC STATU- OTH- TORY LIMITS ER				
ANY PROPRIETOR/PARTNER/EXECUTIVE NOTICER/MEMBER EXCLUDED?	N/A						E.L. EACH ACCIDENT	\$1,00	0,000		
(Mandatory in NH)							E.L. DISEASE - EA EMPLOYEE	\$1,00	0,000		
If yes, describe under DESCRIPTION OF OPERATIONS below B Director's & Officers			LHD879495303		07/01/2013	07/01/0014	E.L. DISEASE - POLICY LIMIT Limit:		0,000		
Liability			LпD0/9495505		07/01/2013	07/01/2014	Deductible:	2,50			
Prior&Pending Date 07/06/04			Claims Made coverag	re							
	150.0	441	A CORD 404 A Juliffer - I Demonto	0-1 1-1-							
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHIC	LES (A	AπaCh /	ACOKD 101, Additional Remarks	scnedule	, π more space is	s required)					
CERTIFICATE HOLDER				CANO	ELLATION						
CERTIFICATE HOLDER				CANC							
				SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.							
Capistrano Unifed School Distr 33122 Valle Rd.	ict	(CUS	SD)	AUTHO	RIZED REPRESE	NTATIVE					
n Juan Capistrano, CA 926785							100				

ACORD 25 (2010/05)