

THIS CHARTER is entered into as of the
15th day of February, 2024 (“Effective Date”),

between

THE WEST VIRGINIA PROFESSIONAL CHARTER SCHOOL BOARD (“Authorizer”),
a body corporate operating and existing under the laws of the State of West Virginia

and

CLARKSBURG CLASSICAL ACADEMY, INC. (“School”, “Charter School”, or “Academy”),
a West Virginia nonprofit corporation.

I. Definitions

The following terms shall have the following meanings herein unless the context clearly requires otherwise:

“Authorizer” shall mean the West Virginia Professional Charter School Board.

“Application” shall mean the School’s application for a Charter (including amendments) as submitted to and approved by the Board, or its application for renewal, as the case may be.

“Charter” or “Contract” shall mean this Charter entered into between the School and Authorizer. The Charter describes the expectations for both the Charter School and the Authorizer. It also describes the working relationship between the Charter School and its Authorizer.

“Comparable noncharter public schools” shall mean the Harrison County Schools.

“ESP” shall mean the Educational Service Provider as defined in W. Va. Code §18-5G-2(7), an entity that may be contracted to manage the day-to-day delivery of education to students in a charter school.

“Key Employee” shall mean an employee of the School or an employee of its ESP given authority over the day-to-day management of the school; it shall not mean teachers, other staff, or instructional aides.

“Governing Board” shall mean the governing board or body of the School, which is generally responsible to the School for the execution of its Charter with the Authorizer.

“Parties” shall mean the Authorizer and the School, each individually a “Party”.

“School”, “Charter School”, or “Academy” shall mean the nonprofit corporation granted a Charter by the Authorizer to provide a program of public education for specified grades.

“State” shall mean the State of West Virginia.

II. Establishment of School

A. Purpose

The Authorizer hereby issues a Charter to Clarksburg Classical Academy, Inc., a West Virginia non-profit corporation, to operate a Charter School under W. Va. Code §18-5G-1, *et seq.* The Academy shall operate the Charter School pursuant to West Virginia law, the policies of the Authorizer published on the Authorizer’s website (wvcharters.org), and this Charter.

B. Term of Charter (W. Va. Code § 18-5G-9(b)(1)).

1. Effective Date.

This Charter shall become effective on the Effective Date.

2. Term.

The term of this Charter shall be five (5) years commencing on July 1, 2024, and ending on June 30, 2029, unless terminated sooner as provided herein. This Charter may be renewed for additional five (5) year terms, including a five (5) year renewal at any point during an existing five (5) year term, pursuant to section XIII of this Charter.

C. Enrollment (W. Va. Code § 18-5G-8(b)(14)).

1. Grade and age levels.

The School is authorized to serve students in Pre-Kindergarten through 8 at approximately the same age levels as in noncharter public schools. The Governing Board may choose to serve any and all grades authorized by this paragraph in its sole discretion. The Governing Board shall consult with the Authorizer regarding grade levels that it shall offer at the school. The School shall attempt to have slow and steady growth and to retain/reenroll as many students from year to year in each grade as reasonably possible.

2. Enrollment Numbers.

The School shall adhere to the following minimum and maximum enrollments as expressed in the tables below.

- i. *Minimum Enrollment.* The aggregate minimum enrollment is the number of enrollees below which the School is not financially viable, as determined by the Authorizer in consultation with the Governing Board, based upon all existing and expected sources of income and financial support and the total number of students across all grades. The grade-based minimum enrollment is displayed in the table below. The aggregate minimum enrollment is calculated as the sum of the minimum enrollment for each grade including pre-Kindergarten. If the School is below the aggregate minimum enrollment, the School will be deemed inviable absent additional funding, and the school must provide the Authorizer with evidence of such additional funding. Alternatively, the Governing Board may submit a revised budget including any changed operational plans (e.g., removing a grade from service) to the Authorizer. If the Authorizer, in its sole discretion, determines that the plan is viable at a sufficient level of quality at the lower budget, this Contract shall be amended to include the new minimum enrollment and any agreed-upon change in plans.
- ii. *Maximum Enrollment.* If the School seeks and has the resources to enroll more students than the maximum enrollment set forth in the below table, the Governing Board shall submit a revised budget and, as necessary to explain the revised budget, a statement of any substantial change in operational plans, to the Authorizer. If the Authorizer, in its sole discretion, determines that the revised budget (including any substantial change in operational plans) is viable at a sufficient level of quality, this Contract shall be amended to include the new maximum enrollment and any agreed-upon change in plans.
- iii. Notwithstanding anything herein to the contrary, the Governing Board shall annually adopt enrollment capacities after consultation with the Authorizer pursuant to W. Va. Code § 18-5G-11. Enrollment capacities will not be amended to this Charter Contract.

Minimum Enrollment						
Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5	At Full Capacity
Pre-K	0	0	0	0	0	0
Kindergarten	20	20	20	25	25	25
First	15	20	20	25	25	25
Second	15	20	20	25	25	25
Third	15	20	20	25	25	25
Fourth	15	20	20	20	25	25
Fifth	15	20	20	20	25	25
Sixth	0	0	0	0	0	0
Seventh	0	0	0	0	0	0
Eighth	0	0	0	0	0	0
Ninth						
Tenth						
Eleventh						
Twelfth						
Total (Aggregate Minimum Enrollment)	95	120	120	140	150	150

Maximum Enrollment						
Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5	At Full Capacity
Pre-K	25	25	25	25	50	50
Kindergarten	50	50	50	50	50	50
First	50	50	50	50	50	50
Second	50	50	50	50	50	50
Third	50	50	50	50	50	50
Fourth	50	50	50	50	50	50
Fifth	50	50	50	50	50	50
Sixth	25	50	50	50	50	50
Seventh	25	25	50	50	50	50
Eighth	25	25	25	50	50	50
Ninth						
Tenth						
Eleventh						
Twelfth						
Total	400	425	450	475	500	500

3. Marketing (W. Va. Code § 18-5G-8(b)(24)).

- i. The School’s primary recruitment area (PRA) will be Harrison County, West Virginia. The School plans to market itself as serving a diverse student body that is reflective of the surrounding communities, providing a better option than the area’s underperforming schools. The School shall be open to enrollment to all students in accordance with West Virginia law.
- ii. The school will adopt multiple strategies that have proven to be successful in attracting a diverse student population for other charter schools. The Governing Board will work closely with the School’s leadership and ESP to develop an effective public relations strategy to heighten awareness of the school’s innovative programming offerings, and its achievements and contributions to the community. The public relations strategy may include open houses, timely and informative press releases, targeted communications initiatives with community and governmental leaders, and talks by appropriate Governing Board members and others to civic and community groups in the area.

4. Educational Service Provider

- i. The Governing Board intends to contract with an Educational Service Provider (ESP) for the educational design, implementation, and comprehensive management of the School. Any such contract shall be negotiated by an attorney who is independent of

both the Authorizer and the ESP with which the School desires to contract. This contract must conform with applicable provisions of W. Va. Code § 18-5G-1, et. seq., and the Authorizer’s policies published on its website (wvcharters.org) and must be consistent with this Charter as well as the operational and financial intentions in the Academy’s approved application for the School. The first iteration of this contract must be executed and provided to the Authorizer by May 15, 2024. See also **Exhibit G**, incorporated herein by reference, which sets forth additional terms and conditions of the Governing Board as it relates to the ESP.

- ii. If the ESP loans money to the School, all monies loaned, whether for facilities or cash flow assistance, must be accounted for in the monthly financial reports due under this Charter. If any loan provides for interest, such interest shall be at a rate comparable to, or less than, market rates.

III. Educational Program (W. Va. Code § 18-5G-9(b)(2)).

A. School Objectives

- 1. The School Governing Board shall maintain a clear statement outlining the School’s mission, vision, philosophy, beliefs, goals, focus of the curriculum, and objectives and methods. The current statement of these features is attached hereto as **Exhibit A**. Any substantive change in vision, mission, philosophy, goals, or focus of the curriculum and objectives and methods would constitute a material change in the Charter and must be requested through a charter modification.

2. Education Program and Curriculum

- i. The School will offer an enriched learning environment and a comprehensive system of supports to address the needs of the whole child, taking the classical approach described in Exhibit A. The School will implement a school model that places an emphasis on building a foundation for post-secondary education while providing a supportive environment for students, families, and staff. A standards-based curriculum that teaches students character and skills for later life as well as college and career readiness is fundamental to the teaching and learning program.
- ii. The School will provide a safe, secure, and positive individualized learning environment for students.

3. Curricular Plan

- i. Students will be instructed using the classical approach, described in **Exhibit A**.
- ii. Teachers will receive professional development, including support of the Curricular Plan.

- iii. **Exhibit B** provides a nonbinding, illustrative description of some of the learning opportunities that will be offered to students.

4. Innovation

The Academy will be West Virginia’s first public charter school —and perhaps the state’s first public school—to educate students using a classical approach.

IV. School Accountability and Authorizer Oversight

A. School Accountability (W. Va. Code §§ 18-5G-5(b), 18-2E-5, 18-5G-9(b)(5)).

1. Pursuant to West Virginia Code § 18-5G-5(b), the Authorizer and School shall comply with the State Board of Education’s rules for ensuring the accountability of public charter schools for meeting the standards for student performance required of other public school students under West Virginia Code § 18-2E-5. The Authorizer shall engage in monitoring activities to ensure compliance. If monitoring activities reveal performance deficiencies, the authorizer may require the School to develop and execute a Corrective Action Plan (CAP) or to take, change, or cease other actions.
2. The School shall comply with all required state and local assessments. The School’s assessment plan is attached hereto as **Exhibit C**.

B. School Goals (W. Va. Code §§18-5G-9(c)&(d) and 8(b)(3)).

Academic Goals: Progress towards the School’s goals will be tracked through the School Improvement Plan (SIP) outlined in **Exhibit C** in addition to required state assessments.

- **Achievement:** At least 60% of students continuously enrolled from the fall diagnostic window through the spring diagnostic window will reach proficiency as defined by the diagnostic report set out in the SIP.
- **Growth:** As measured by the diagnostic report set out in the SIP, 70% or more of students will reach their annual growth target in English and math, resulting in at least 10% growth from fall to spring annually.
- **State Accountability Results:** Math and English proficiency among students continuously enrolled (from October 1 of the school’s inception through the Spring administration of the WV GSA the year prior to renewal) will surpass Harrison County’s proficiency by 5 percent or more.
- **Classical Approach:** With the implementation of the school’s character education program, office referrals and disciplinary actions will decrease yearly.

Overall Assessment: If the School has generally been showing improvement, as determined solely by the Authorizer, toward its goals over the course of its Charter term, the Authorizer may consider the

school as making progress toward meeting its goals and will consider additional factors in determining renewal.

If the School is failing to meet its goals, as described in this Article IV, and shows little or no improvement towards its goals in its most recently reported performance, the Authorizer may, in its sole determination, consider the School out of compliance and may require remediation and may revoke or deny renewal of the Charter.

The School will, in part, be measured by its results in meeting the indicators from the state accountability system for all public schools in West Virginia, including disaggregated indicators for student subgroups to the extent required by law. The Authorizer will not use disaggregated indicators for student subgroups that are not required by law unless requested to do so by the School. The School may request that the Authorizer employ additional indicators in demonstrating the relative success of the School.

C. State Accountability System (W. Va. Code §§18-5G-8(b)(4) and 11(a)(10)(c)).

1. The School agrees to participate in the State accountability system. The School shall be given access to and shall utilize the electronic education information system established by the West Virginia Department of Education, is subject to the Student Data Accessibility, Transparency and Accountability Act pursuant to West Virginia Code § 18-2-5h, and shall report information on student and school performance to parents, policy-makers and the general public in the same manner as noncharter public schools utilizing the electronic format established by the West Virginia Department of Education.
2. The School agrees to follow all State guidelines and regulations for administering tests under the State accountability system.

D. Additional Metrics. Pursuant to State Code § 18-5G-9(c), to the extent that the State Accountability System and other provisions of this Charter do not provide for the capture of the following, the School shall report to the Authorizer the following academic and operational performance indicators, measures, and metrics that the Authorizer will use to evaluate the School:

1. Student academic growth: At a minimum, roughly the same percentage of students in each grade are promoted to the next grade as in comparable noncharter public schools. The School shall report any gap that is at least 25 percent worse than comparable noncharter public schools, which shall be considered a deficiency in the School's program, provided that the sample size is large enough to account for margins of error within this metric. If the sample size is not large enough to perform the calculation grade by grade, the calculation will be performed for the entire school.
2. Achievement gaps in both student proficiency and student growth between student subgroups, including race, sex, socioeconomic status, and areas of exceptionality: The School shall report any such gaps to the Authorizer that are at least 25 percent larger than comparable noncharter public schools, which shall be considered a deficiency in the School's

program, provided that the sample size is large enough to account for margins of error within each metric.

3. Student attendance, suspensions, and withdrawals: The School shall report any gap that is at least 25 percent worse compared with comparable noncharter public schools, which shall be considered a deficiency in the School's program, provided that the sample size is large enough to account for margins of error within each metric.
4. Recurrent enrollment from year to year: The School shall report a retention rate that is less than 80 percent from one year to the next.
5. Governing Board's performance and stewardship, including compliance with all applicable statutes and terms of this Contract: The Governing Board shall fully comply with the Contract and all applicable law.

If the School has met the metrics above and remains financially viable, the Authorizer shall deem the Governing Board's performance and stewardship as meeting expectations.

E. Authorizer Oversight (W. Va. Code §18-5G-9(b)(3)–(6)).

1. The rights and duties of the Authorizer and the School, and the administrative relationship between the Authorizer and the School, shall be as defined by law and as further specified in this Charter. The Authorizer's general supervision will respect the autonomy of the Charter School in overseeing personnel, curriculum, calendar, finances, and other decisions as required by law and acknowledged throughout this Charter.
2. The Authorizer is obligated to oversee, monitor the progress of, and supervise the Charter school. In general, the Authorizer will regularly assess, formally and informally, whether the School is delivering the educational program and other components defined in the Charter Contract. These efforts will focus primarily on whether the School is meeting or making progress towards its accountability goals and on the School's performance in relation to noncharter public schools in the State. Additionally, the Authorizer will monitor and annually determine whether the School's overall academic, operating, and fiscal conditions comply with State and Federal law. The Authorizer also will monitor the School's compliance with other applicable federal and state law including the State and United States constitutions as amended, including civil and constitutional rights. The Authorizer will work cooperatively with the School, as outlined below, in executing the Authorizer's responsibility to oversee the correction of any deficiencies found.
3. Monitoring and assessment will occur through document review, site visits, and potentially other methods. Scheduled site visits will be conducted at least annually and may be conducted more frequently if warranted, at the discretion of the Authorizer. Site visits shall be planned at least one school day prior and shall not interfere with the operation of the School.
4. The School shall provide all documentation requested by the Authorizer, including documentation regarding the School that is held by any ESP or other contractor as determined necessary in the sole discretion of the Authorizer.

F. Improvement Process (W. Va. Code §§18-5G-9(b)(6), 18-5G-6(g)).

When the Authorizer identifies noncompliance with the Charter or applicable law, the Authorizer shall notify the Governing Board of the noncompliance in writing and shall provide reasonable opportunity for remediation. To avoid unduly inhibiting the School's autonomy, the Authorizer shall not require specific remediation except when only one reasonable solution is available, such as when specific remediation is necessary to fulfill the responsibilities of the School or Authorizer under the law, for example under IDEA. The Authorizer may require the School to develop and execute its own corrective action plan (CAP). Significant compliance conversations should be memorialized in writing, with the content confirmed by all parties to each conversation.

G. Students with Special Needs (W. Va. Code §§18-5G-8(b)(20) and 5G-3(b)(5)).

1. Students with Exceptionalities (which includes students with disabilities, students who are English language learners, students who are bilingual, and students who are academically behind or gifted):
 - i. The School will comply with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), the Individuals with Disabilities Education Act ("IDEA"), as well as applicable West Virginia Special Education rules.
 - ii. The School will provide special education and related services to eligible students at least to the extent required by applicable state and federal law. The School's programs and services for a student with a disability will be provided in accordance with the student's individualized education program (IEP) and all federal and state laws, regulations, rules, and policies. The School shall develop, implement, monitor, and evaluate an IEP, including any necessary accommodations under the law, for each such student eligible under the provisions of IDEA and other applicable law. The School agrees to consult the State Board of Education's Policy 2419, Regulations for the Education of Students with Exceptionalities, to understand any applicable requirements and best practices.
 - iii. In accordance with Federal law, no otherwise qualified student with an exceptionality seeking to engage in a major life activity shall, solely by reason of their exceptionality, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by the School.
 - iv. In each student's case, the School shall either deliver the services directly or shall contract with a county board or another provider to deliver the services as the School chooses in its sole discretion. Failure to provide legally required services will result in an immediate finding of deficiency and required corrective action. The School agrees that in such cases, immediate correction is warranted.
 - v. IDEA and FAPE Compliance (W. Va. Code §18-5G-14(a)(5))—The School shall satisfy the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Pub. L. 108-446

and FAPE requirements, including satisfying at least the following:

- a. Ensure that each eligible student with an exceptionality has FAPE available in accordance with federal law (see 34 CFR §§300.101 and 300.17);
- b. Implement the evaluation and eligibility requirements in 34 CFR §§300.300 and 300.311;
- c. Carry out the IEP requirements in 34 CFR §§300.320–300.324, including those governing IEP content; IEP Team participants; parent/guardian participation; when IEPs must be in effect; consideration of special factors; the development, review, and revision of IEPs; secondary transition services; and participation in state assessment programs;
- d. Implement the requirements in 34 CFR §§300.114 and 300.117 regarding education in the least restrictive environment, including ensuring the availability of a continuum of alternative placements to provide special education and related services; and
- e. Serve children with exceptionalities in the same manner as children with exceptionalities are served by non-charter schools and provide IDEA Part B funds on the same basis as provided at other schools.

The School's plan for students with exceptionalities is outlined in **Exhibit D**.

2. Child Find: The School will comply with its Child Find responsibilities under the law. The School's Child Find Policy shall be adopted by the Governing Board and provided to the Authorizer.

H. Enrollment (W. Va. Code §§18-5G-1, 5G-11(a), and 5G-3(a)(8)).

The School will comply with all requirements under State law regarding its enrollment responsibilities as a public school, accepting and enrolling all students who seek to attend, but using a random lottery if necessary.

V. Acknowledgments

The Authorizer will monitor each of the following areas for compliance. The School shall comply with the following sections of the West Virginia Code:

- W. Va. Code §18-5G-2(1)-- the School will operate as a nonprofit organization under Sec. 501(c)(3) of the IRS Code.
- W. Va. Code § 18-5G-3(a)(1) and §18-5G-3(c)(6)-- the School will administer the same required general summative assessments, using the same protocols, as noncharter public schools.
- W. Va. Code § 18-5G-3(a)(3)-- the school will not be home school based and will not be predominately a virtual school.
- W. Va. Code § 18-5G-3(a)(7)-- the School will not charge tuition, and will only charge fees as may be imposed by noncharter public schools and may accept payment in the same manner, including Hope Scholarship funds;
- W. Va. Code § 18-5G-3(a)(8)-- the School will not, whether through the admission or enrollment process or general operation of the School, put in place requirements or practices that would exclude any child from admission or enrollment who would not be excluded at a noncharter public school. Additionally, the School's admission and enrollment processes shall comply with

- applicable law and be void of discrimination except for exceptions recognized in the State Code.
- W. Va. Code § 18-5G-3(c)(1)- the School will comply with all federal requirements applicable to noncharter public schools in the State, including but not limited to federal nutrition standards, the Civil Rights Act of 1964 (Pub. L. 88-352, 78 Stat. 241 (1964)); the McKinney-Vento Homeless Assistance Act, U.S.C. 11431 et seq.; the Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat. 328 (1990); Section 504 of the Rehabilitation Act of 1973; and the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Pub. L. 108-446, including its mandate that students with exceptionalities covered by its protections receive FAPE with access to the general curriculum in the least restrictive environment (LRE) appropriate for their needs. The School acknowledges it shall be prepared to enroll a comparable proportion of students with exceptionalities as are enrolled in noncharter public schools.
 - W. Va. Code § 18-5G-3(c)(2)-- the School and its governing board will timely comply and respond to requests received pursuant to the Freedom of Information Act (W. Va. Code § 29B-1-1, *et seq.*).
 - W. Va. Code § 18-5G-3(c)(2)-- the governing board will conduct its business in compliance with The Open Governmental Meetings Act (W. Va. Code § 6-9A-1, *et seq.*).
 - W. Va. Code § 18-5G-3(c)(3)-- the Charter School will adhere to the same immunization requirements that are applicable to noncharter public schools.
 - W. Va. Code § 18-5G-3(c)(4)-- the Charter School will adhere to the same compulsory school attendance requirements that are applicable to noncharter public schools.
 - W. Va. Code § 18-5G-3(c)(5)-- students attending the Charter School will receive the same minimum number of days or an equivalent amount of instructional time per year as required of students attending noncharter public schools under W. Va. Code § 18-5-45.
 - W. Va. Code § 18-5G-3(c)(7)-- the Charter School will comply with the West Virginia Student Data Accessibility, Transparency and Accountability Act as set forth in W. Va. Code §18-2-5h and all implementing regulations (W. Va. 126CSR94, Policy 4350, Procedures for the Collection, Maintenance and Disclosure of Student Data), in addition to the Family Educational Rights and Privacy Act (FERPA).
 - W. Va. Code § 18-5G-3(c)(11)-- contractors and service providers, and employees of the same, are prohibited from making direct contact with students, virtually or in person, and will not be permitted unaccompanied access to school grounds when students are present until it can be verified that such individuals have not previously been convicted of a qualifying offense pursuant to W. Va. Code § 18-5-5(c).
 - W. Va. Code § 18-5G-1(f)-- no elected official is receiving, or will receive, monetary compensation or otherwise profit from the approval or operation of the School, except that this prohibition does not prohibit the employment of an elected official by the School after it has been authorized.
 - W. Va. Code § 18-5G-3(c)(8)-- the School will use the West Virginia Education Information System (WVEIS) to timely and regularly report all data required by statute, policy, and this Charter. The Authorizer is legally responsible for collecting and reporting to the State Board of Education all state-required assessment and achievement data for the School, and this Contract authorizes the School to collect and report that data through WVEIS in order to fulfill the Authorizer's responsibility.
 - W. Va. Code § 18-5G-3(c)(10)--, the School and governing board will meet the same accounting and financial reporting requirements required of noncharter public schools, including but not limited to participation in the State Auditor's financial transparency website. The School shall annually engage an external auditor to perform an independent audit of the School's finances. The School shall submit the audit to the Authorizer and to the state superintendent of schools within nine months of the end of the fiscal year for which the audit is performed.
 - W. Va. Code § 18-5G-8(b)(13) and §18-5G-3(c)(13)-- the School will adhere to the same building

codes, occupancy requirements, regulations, and facility fees that apply to noncharter public schools under Chapter 18 of the West Virginia Code, including but not limited to West Virginia State Fire Marshal inspections and certificate of occupancy certificate requirements. The School will obtain and maintain all required occupation and operation certificates and licenses prior to the first instructional day for students.

- W. Va. Code §18-5G-11(a)(6)-- the School shall not discriminate against any person on any basis which would be unlawful, under state or federal law, for noncharter public schools, but this prohibition shall not be construed to limit a charter school from establishing any of the limited set of enrollment preferences allowed in W. Va. Code §18-5G-1, *et seq.*

VI. Operations and Culture

A. School Calendar and School-Day Schedule (W. Va. Code § 18-5G-8(b)(15)).

The School agrees to produce a School calendar that meets or exceeds the minimum number of days and hours of operation required by state law. The School will publish its academic calendar at least 90 days prior to the start of each school year. The School will publish its school day schedule at least 10 days prior to the start of each academic term.

B. Extracurricular Activities (W. Va. Code § 18-5G-8(b)(21)).

The Academy will work closely with stakeholders to determine the extracurricular activities which will meet the needs of the students. Activities may include, for example, sports, clubs, and mentoring programs, depending on staffing and resources.

C. Disciplinary Practices (W. Va. Code § 18-5G-8(b)(12)).

The School agrees to follow W. Va. Code § 18-5G-8(b)(12). The School will provide the Authorizer with a student discipline policy at least 30 days prior to the start of the first day of instruction in the initial school year and will provide the Authorizer updates to the policy as they are made. The policy shall be consistent with the requirements of due process and with state and federal laws and regulations governing the placement of students with disabilities. The policy should include clear provisions regarding when a student may be expelled, when a student may be suspended (including the maximum length of suspension), and how the School will provide educational materials for a suspended student so as not to compound the punishment.

D. Food Service (W. Va. Code § 18-5G-8(b)(17)).

The Academy will follow the guidance from the USDA to establish a National School Lunch Program. The School will utilize the strategies and tools outlined in the U.S. Food & Nutrition Services Verification Toolkit. The Governing Board shall adopt a Wellness Policy. By year two of operation, if possible, the School will utilize the Community Eligibility Provision which would allow all students to receive free meals. Since the School anticipates that the student body will exceed 40% free and reduced, it will

participate in the School Breakfast Program and Afterschool Snacks Program. The School will put in place measures to prevent any child from feeling singled out or treated differently for participation in these programs. The School will ensure all children can participate in the free and reduced meal program in an anonymous fashion.

VII. Student Enrollment, Recruitment, and Retention

A. Recruitment (W. Va. Code § 18-5G-8(b)(7), §18-5G-11)

1. Primary Recruitment Area. The primary recruitment area for the School will be Harrison County, West Virginia.
2. Student Enrollment Preferences. Per W.Va. Code §18-5G-11(a)(7), the School may establish any one or more of the following preferences in enrollment:
 - i. Children previously enrolled in the Charter School.
 - ii. Children who reside within the primary recruitment area.
 - iii. Children who are siblings of students already enrolled in the Charter School.
 - iv. Children with special needs. Preferences for students with special needs must define the documentation required to qualify for this preference. Documentation requirements must be minimally intensive to afford access to students with special needs and their families independent of their access to the resources necessary to complete documentation.
 - v. Children of Governing Board members and full-time employees of the Charter School, so long as the number of students enrolled under this preference constitutes no more than five percent of the School's total student enrollment.

Should an applicant qualify for more than one preference, the highest preference shall be utilized.

3. Student Enrollment Plan

- i. Each year, the Academy will announce its open enrollment period for parents or guardians who would like to submit an application for their student(s). Outreach activities will be conducted via multiple marketing pathways. If the number of applicants exceeds the capacity of the program, class, grade level, or building, the Academy will conduct a random selection lottery after first granting enrollment preferences for prior year students and then for siblings of current students enrolled in the school, and then for any of the other preferences that the Governing Board shall have adopted. If the number of applications with a preference does NOT exceed the number of available seats, registration opens to the public and enrolls until capacity.
- ii. The Academy shall maintain a "waitlist" for each academic year which is the ordered list of applicants without enrollment offers. The waitlist for each school year is initiated

through the lottery process. Once all available enrollment opportunities are offered, the remaining applicant students will be added to the waitlist in the order drawn for each program, class, grade level, or building. The waitlist remains active through the academic year. The waitlist for a given year is not carried over to the next academic year. A new enrollment application is required for each academic year for which a student is seeking enrollment.

- iii. Students who wish to transfer to the Academy mid-academic year may do so if the school has capacity to serve that student in that grade level. Otherwise, the student will be added to the end of the respective waitlist for that program, class, grade level, or building.
 - iv. The Academy shall ensure that applicants will have access to an online enrollment portal to complete admissions forms and upload compliance documentation required for public school enrollment in the state of West Virginia. The Academy shall collect proof of identity, proof of West Virginia residency, and proof of current immunization record.
4. System for Transparent and Random Admissions Lottery. In accordance with W.Va. Code §18-5G-11(a)(8), if an enrollment lottery is required under section VII.A.3.i of this Charter, the Academy shall conduct it as follows:
- i. Applicants will receive confirmation of being in the lottery, and the date, time, and place of the lottery.
 - ii. The lottery will be conducted by an independent designee of the Board and be overseen by a delegated member of the Governing Board in an open meeting.
 - iii. On the day of the lottery, the lottery official will check to assure all applicant student names are appropriately included in the random selection process.
 - iv. The lottery will begin by selecting applicants at the highest grade level with the enrollment preferences as adopted, as the first chosen. The process will continue to work backwards by grade level until Pre-kindergarten, if offered, is complete.
 - v. Once an applicant is selected, enrollment of that student is assumed for the remainder of the lottery process.
 - vi. The designee will monitor selections to ensure grade levels are not overenrolled.
 - vii. Any applicant student who is not offered enrollment due to lack of capacity in the program, class, grade level, or building will be placed on the waitlist in the order drawn.
 - viii. When students in a preference group, as adopted by the Governing Board in section VII. A. 2 of this Charter, must be in a lottery, the Academy will run the lottery just for those students.

VIII. Personnel

A. Criminal History Check (§18-5G-3(b)(8))

1. Criminal History Check. All staff members, and all other individuals who have physical or virtual presence or interaction with students enrolled at the School, shall undergo a criminal history check pursuant to W. Va. Code § 18A-3-10. Before a person is hired by the school, the person's criminal history check must be returned without convictions for qualifying offenses. (W. Va. Code § 18-5G-3(c)(11).)
2. Contractors and service providers or their employees shall not have direct, unsupervised contact with students nor be allowed access to the school grounds unaccompanied unless it is verified that the contractors and service providers or their employees have not been previously convicted of a qualifying offense under W. Va. Code § 18-5-15c.

B. Qualifications for Teaching and Administrative Staff (W. Va. Code § 18-5G-3(b)(8)).

1. The School shall establish a staffing plan that includes the requisite qualifications and any associated certifications and/or licensure necessary for teachers, administrators, and other instructional staff to be employed and for verifying that these requirements are met. The School shall provide its staffing plan to the Authorizer 30 days before the first instructional day of the School's initial year of operation; thereafter, any changes to the staffing plan shall be given to the Authorizer in a timely fashion.
2. The Academy will actively recruit teachers who are excited to create a rigorous and nurturing classroom environment.
3. Valid documentation of qualifications may include a relevant academic degree or certification or relevant experience in a field related to the subject the individual will teach, as determined by the School.

C. Staff Handbook (W. Va. Code § 18-5G-8(b)(11)).

1. The School shall adopt a handbook that outlines the School's personnel policies, including the criteria to be used in the hiring of qualified teachers, school administrators, and other school employees, a description of staff responsibilities, and the school's plan to evaluate personnel on an annual basis.
2. The School shall provide its handbook to the Authorizer within 30 days after the first instructional day of each school year.

D. Participation in State Benefit Programs.

The School may participate in West Virginia state benefits programs as permitted by law including, but not necessarily limited to, the West Virginia Public Employees Insurance (PEIA) programs, the Teachers' Retirement System (TRS) program, and the Teachers' Defined Contribution Retirement System (TDC), as applicable.

IX. Financial Accountability

- A. The School shall maintain fiscal and internal control policies sufficient to pass all audits, including all controls necessary to administer any state or federal funds received for the School. The School shall immediately submit to the Board any changes to the School's fiscal or internal control policies. (W. Va. Code § 18-5G-8(b)(9).)
- B. Financial strength will be monitored through monthly fiscal reports presented to the Governing Board and Authorizer along with the independent audit performed at the end of each fiscal year. The monthly reports may be submitted in a format as determined by the Governing Board but shall contain a cash fund report; revenue summary; statement of net position or balance sheet; statement of revenues, expenses and changes in net position or an income statement; check register; reconciliation; accounts payable detail, and year-to-date and month-to-date budget reports. The independent audit shall be given to the Governing Board and the Authorizer no later than March 30 of the fiscal year following the fiscal year being audited, or as required by law.
- C. The Governing Board may contract with a fiscal agent that is not operated by any person or entity employed by or otherwise affiliated with the ESP.

X. Facilities

A. Location (W. Va. Code § 18-5G-8(b)(13)).

- 1. The School shall be located at 1636 W. Pike St., Clarksburg, WV, 26301.
- 2. The Governing Board may lease or purchase facilities needed to comply with this Charter. Any lease or purchase from the ESP shall be at or under the current market rate as determined by an independent real estate professional.
- 3. The facility shall meet zoning, building, and safety requirements established for non-charter public schools, pursuant to W. Va. Code §18-5G-3(c)(12) and §18-5G-3(c)(13) prior to the first instructional day for students and throughout operations.
- 4. Preopening conditions: The facility or suitable alternative facilities must be ready for occupancy by the first day employees are working in the facility (other than for preparing the facility for occupancy). The school shall obtain all required occupation and operation certificates and

licenses prior to the first instructional day for students. The School shall timely provide the Authorizer appropriate documentation.

XI. Insurance

A. Coverage (W. Va. Code § 18-5G-8(b)(16)).

1. The School shall maintain adequate insurance for liability, property loss, and the personal injury of students comparable to noncharter public schools within its PRA, which may include coverage from the State Board of Risk and Insurance Management pursuant to W. Va. Code §29-12-5a. Directors and Officers liability (D&O) and Errors and Omissions (E&O) insurance shall be provided by the School that covers the Governing Board and its members in amounts of not less than one million dollars (\$1,000,000) per occurrence and one million dollars (\$1,000,000) in the aggregate. All insurers shall be licensed by the State and have an AM Best rating of at least an "A."
2. Preopening condition: The School shall timely provide the Authorizer appropriate documentation of insurance coverage at least 30 days prior to the first instructional day for students. If the insurance types or amounts change, the School shall immediately notify the Authorizer.

XII. Governance

A. Governing Board

1. Bylaws and Composition. (W. Va. Code § 18-5G-7(a)).

a. The Governing Board shall consist of no fewer than five (5) members elected or selected in a manner specified in the Governing Board's bylaws, with terms and qualifications as stated in those bylaws. The bylaws shall remain consistent with all applicable law. If the bylaws change, the Governing Board shall submit a fully revised copy of the bylaws to the Authorizer within ten days of the change.

b. Membership must include at least:

- i. Two parents or guardians of students currently enrolled at the School.
- ii. Two members who reside in the community served by the School (defined by the PRA).

c. Vacancies shall be filled within a reasonable time.

2. Governing Board Qualifications.

Governing Board members must comply with W. Va. Code § 18-5G-7 in all respects.

a. Governing Board members must collectively possess expertise in leadership, curriculum and

instruction, law, and finance; therefore, prior to serving on the Governing Board, in addition to meeting the qualifications as set forth herein, in Code, and in the Governing Board's bylaws, prospective members shall submit to the Authorizer a resume in addition to evidence of a successful criminal history check.

b. Governing Board members shall file with the Authorizer the full disclosure report mandated by W.Va. Code § 18-5G-7(b)(C) within 30 days of joining the Governing Board and annually thereafter; except that current members of the Governing Board must file within 30 days of execution of this Charter, and within 30 days of any change in the matters disclosed. The full disclosure report to the Authorizer shall identify potential conflicts of interest, relationships with charter school management organizations, and relationships with family members who are employed by the school or have other business dealings with the school, the management organization of the school, or any other charter public school. The Governing Board member also must disclose and explain to the Authorizer any education-related actions taken, legal or otherwise, against them for academic, financial, or ethical concerns, whether or not specifically regarding charter schools.

c. Governing board members, prior to serving on the Board, shall undergo a criminal history check pursuant to W.V. Code § 18A-3-10, fingerprinting requirements, and restrictions relating to such checks as apply to noncharter public schools in the State. The criminal history check must be returned without conviction of a qualifying offense. (W. Va. Code § 18-5G-3(c)(11))

d. Governing Board members shall participate in training (at least one training per year) related to appropriate oversight of the School, including training on W.Va. Code § 29B-1-1 *et seq.* (freedom of information) and W.Va. Code § 6-9A-1, *et seq.* (open government proceedings). This training may be provided by the Authorizer, the West Virginia Department of Education, or another provider.

B. Governance Structure (W. Va. Code §18-5G-8(b)(6)).

1. The School shall prepare a summary of its governance structure, pursuant to W.Va. Code §18-5G-8(b)(6). This summary is attached as **Exhibit E**.
2. The Governing Board shall meet at least six (6) times per year. At least three (3) of the meetings shall be held in person, otherwise, Board meetings may be held virtually. The Governing Board shall adopt a meeting schedule for the upcoming school year before July 1 each year.

C. Board Policies. (W. Va. Code § 18-5G-8(b)).

The Governing Board shall maintain policies in the following areas, and all policies shall be consistent with applicable law:

1. A policy to ensure against fiscal mismanagement, including fiscal and internal control policies, sufficient to safeguard all funds and other assets.
2. A policy for budget-creation, review, approval, and amendment to maintain a strong financial situation.
3. Personnel policies, which shall be contained in a staff handbook. (W. Va. Code § 18-5G-8(b)(11)).

4. A whistleblower policy, which shall be distributed to all school staff, parents/guardians, and students.
5. A student discipline policy allowing for appropriate due process for all students, including students with disabilities and consistent with state and federal laws.
6. A policy that includes how the School will obtain criminal history checks of staff, Governing Board members, vendors, and adult community members as required by law.
7. A transparent dispute resolution policy that defines how parents, students, and staff can file a complaint and defines the role the Governing Board will play in resolving disputes.
8. A meeting notice policy that complies with W. Va. Code §6-9A-1, *et seq.* (open government proceedings).

D. Resolving Disputes with Authorizer (W. Va. Code §§18-5G-9(b)(8), 18-5G-8(b)(22))

1. Disputes are distinct from disciplinary actions of the Authorizer, though the Governing Board may submit a complaint regarding such actions. If the disciplinary action is not required by law and not deemed necessary to protect students or assets by the Authorizer, in the Authorizer's sole discretion, the Authorizer will stay that action until resolution of the complaint.
2. The Governing Board and Authorizer normally will attempt to resolve disputes informally, but either party may choose not to do so.
3. The Governing Board or Authorizer may send the other party a written notice of complaint. This other Party shall respond in writing within 30 days. If the responding Party needs more than 30 days (such as due to data collection), that Party shall notify the complaining Party during the 30 days that more time is needed, with an approximate response date.
4. The Parties shall continue to seek resolution. If the Parties have not resolved the complaint within 60 days of submission of the complaint or have agreed to extend this deadline in writing, the complaining Party may pursue other means of dispute resolution, and the Authorizer will no longer stay any disciplinary action.
5. The Parties may voluntarily agree to binding or non-binding arbitration to the extent allowed by law.

XIII. Renewal and Revocation of Charter Contract

A. Renewal Term.

If the Contract Renewal conditions below are met, the Parties may renew this Contract for additional five (5) year terms. Any renewal of this Contract must be made before the expiration of the then current term of this Contract. Any renewal of this Contract shall be in a writing signed by both parties.

B. Contract Renewal Conditions and Processes (W. Va. Code § 18-5G-10).

The Parties agree to follow the renewal process outlined in W. Va. Code §18-5G-10 (as it may be amended). The Code shall have precedence over any conflicting element in this section XIII.

1. Renewal Review.

a. Performance Report.

- i. Pursuant to W. Va. Code §18-5G-10(a), no later than June 30 preceding the final school year of a term of this Contract, the Authorizer shall issue a performance report on the School. The Authorizer may update this report on the basis of additional data, whether favorable or unfavorable to the School.
- ii. The performance report shall summarize the School's performance record to date, based primarily on agreed data collection in this Contract and State law, and if such prospect is warranted, shall notify the Governing Board of the prospect that the Contract may not be renewed and the reasons for the potential non-renewal as required by W. Va. Code § 18-5G-9(d)(1).
- iii. The time between that June 30 and the end date of the then current term is the minimum time before nonrenewal, pursuant to W. Va. Code § 18-5G-9(d)(1). The School and Authorizer agree to a 60-day period for the School to respond in writing to the performance report (or 60 days regarding any additional adverse findings, from the date of such an updated report) and submit any corrections (see also §126-79.8.2.a) and provide a response to any notice of possible non-renewal.

- b. *Renewal Application Guidance.* Pursuant to W. Va. Code § 18-5G-10(b), no later than June 30 preceding the final school year of this Contract, the Authorizer shall provide contract renewal application guidance to the School. The guidance shall include or refer explicitly to the criteria and standards agreed upon in this Contract, and will guide the Authorizer's renewal decisions. The Authorizer may use a standard renewal application template provided by the West Virginia Department of Education, modifying it as desired, such as to align the renewal process with the Contract, including addenda, and the educational mission of the School. The guidance that the Authorizer provides shall, at a minimum, require and provide an opportunity for the Charter School to:

- i. Present evidence, beyond the data contained in the performance report, supporting its case for Charter renewal;
- ii. Describe improvements undertaken or planned for the School; and
- iii. Detail the School's plans for the next Charter term.

c. Applying for Renewal.

The Parties agree to and will adhere to all provisions of W. Va. Code §18-5G-10, as it may be amended, regarding the School's application for renewal and the Authorizer's response, including all deadlines. The Parties acknowledge that pursuant to §18-5G-10(d), the failure of the Authorizer to act on a renewal application within the designated time frames shall be deemed an approval of the renewal application, and that pursuant to §18-5G-10(g), if the Authorizer determines not to renew the Charter Contract, the Authorizer shall close the school.

- i. Pursuant to W. Va. Code § 18-5G-10(c), no later than September 30 of the last school year of a term of this Charter, the Governing Board may seek renewal pursuant to the Authorizer's renewal application guidance.
- ii. The Authorizer shall rule on the application for renewal in forty-five (45) days or less of receipt, but in no event after November 30 of the last school year of the then current term.
- iii. During the application and application review process, the Governing Board may provide additional documentation and testimony regarding why the Contract should be renewed.
- iv. The Authorizer shall perform a comprehensive review of the School's performance against the expectations set out in this Charter to determine whether to renew the Charter, or whether the current situation is such that immediate suspension or revocation of the Charter is warranted.
- v. Each party has the right to be represented by counsel at all meetings, hearings, and interactions between the Governing Board and the Authorizer.

d. Ruling on renewal application. (W. Va. Code §18-5G-10(a)).

- i. Prior to making its final decision about renewal, the Authorizer shall hold a recorded public hearing regarding renewal if the Governing Board so requests.
- ii. After the review described in section XIII.B.1 above, if the School is satisfactorily meeting its legal obligations and performance indicators described above, the Authorizer shall renew the Charter upon application by the School.
- iii. The Authorizer may renew the Charter if, in its sole discretion, the School is advancing the goals of W. Va. Code § 18-5G-1, *et seq.*
- iv. The Authorizer shall consider the Governing Board's response(s), application, testimony, and documentation, as well as the recorded public hearing if requested, before rendering a final decision regarding the nonrenewal of the Charter Contract.
- v. The Authorizer shall hold an open meeting at which it shall adopt a resolution that includes the text of its final decision regarding renewal or nonrenewal. If the Authorizer fails to issue the written decision and adopt the resolution during an open meeting, the Charter will be deemed to be renewed for a period of five years.

- vi. Within ten (10) days of taking action to renew or not renew the Charter, the Authorizer shall report to the Governing Board its decision and the reasons therefore.
- vii. Pursuant to W. Va. Code § 18-5G-9(d)(7), if the Authorizer determines not to renew the Charter, the Authorizer shall issue a written decision that includes its reasons, which may include any legal basis for nonrenewal including, in the reasonable discretion of the Authorizer, any of the nonrenewal conditions stated at W. Va. Code § 18-5G-10(f).
- viii. If the Authorizer fails to act within the timeframes set forth herein and in W. Va. Code §18-5G-10, the Charter will be deemed renewed for a period of five years pursuant to W. Va. Code §18-5G-9(d)(10) and §18-5G-10(d).

C. Revocation of Contract.

This Charter may be revoked at any time if the Authorizer determines that any of the revocation conditions stated at W. Va. Code §18-5G-10(h) are met, namely, that the health or safety of students attending the School is threatened by continued operation of the School, an administrator employed by or member of the Governing Board is convicted of fraud or misappropriation of funds, there is a failure to meet generally accepted standards of financial management, there is a material breach of this Charter, there is a substantial violation of any provision of law from which the School is not exempted, or there are dire and chronic academic deficiencies at the School.

XIV. Miscellaneous Provisions

A. Startup Plan (W. Va. Code §18-5G-8(b)(23)).

The School shall endeavor to follow the startup plan provided in its Application.

B. Closure Plan (W. Va. Code §§ 18-5G-8(b)(18), 18-5G-10(i)).

If the School is subject to closure due to nonrenewal or any other reason, the Authorizer and School agree to collaborate on behalf of the students and families toward an orderly and least disruptive closure. When the School will close, it shall follow its Closure Plan as provided in its Application. The School will apply this plan under Authorizer supervision and with Authorizer support.

C. Parent and Community Involvement (W. Va. Code § 18-5G-8(b)(25)).

Increased parental involvement in a child's education directly impacts student achievement rates. The Governing Board shares common goals with parents towards the involvement of parents in each student's education. The School's intended attempts to engage with parents and the community are outlined in **Exhibit F**.

D. Ethics Standards (W. Va. Code § 18-5G-8(b)(19)).

The School shall maintain an ethics policy. The School shall immediately submit to the Authorizer for approval any changes that alter the School's ethics policy.

E. Budgets

The School will endeavor to follow the five-year budget estimates provided in its Application for the first academic year of operation. Thereafter, before the start of each school year, the Governing Board shall annually adopt a budget and five-year budget forecast for the upcoming school year; the Governing Board shall adopt a revised annual budget and revised five-year budget forecast by October 30 of each school year. The budgets and five-year budget forecasts so adopted shall be provided to the Authorizer within ten (10) business days. The School will report and explain to the Authorizer any changes to individual line items that differ by more than \$50,000 compared with the then current budget.

F. Contract Amendment (W. Va. Code § 18-5G-9(b)(7)).

Except as required by law or court order, any change to the School's obligations in this Contract must occur by amending the Contract. Amendments must be in writing and agreed upon by all parties to the Charter Contract (see also §126-79.6.3). The School may petition the Authorizer to amend the Charter by submitting in writing the amendment request.

1. The Authorizer or its designee (generally the Authorizer's Executive Director) will determine whether the change(s) are significant enough to hold a public forum about the change(s); if they are so determined, the Authorizer or its designee will hold the forum (which may be virtual or in person) within thirty (30) days of receiving the amendment request.
2. The Authorizer will endeavor to respond favorably or unfavorably to a request to amend this Agreement within thirty (30) days of receipt.
3. The Authorizer and School will negotiate in good faith regarding the request.

G. Workers' Compensation Insurance: The School shall comply with laws relating to workers' compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

H. Taxes: The School shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

I. Applicable Law: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

J. Compliance with Laws: The School and Authorizer shall comply with all applicable federal, state, and local laws, regulations, and ordinances. The School and Authorizer acknowledge

that each has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

K. School Records:

The Parties acknowledge that, they must comply with 20 U.S.C. § 1232g, the Family Educational Rights and Privacy Act (“FERPA”) and all regulations implementing FERPA, including 34 CFR Part 99. The Parties shall use reasonable methods to limit their employees’, agents’, officers’, and contractors’ access to only those records in which they have a legitimate educational interest.

The Parties agree that the Authorizer is an authorized representative of a state educational authority and the School may disclose to the Authorizer personally identifiable information from an educational record of a student without parental or student (if required) consent pursuant to 20 USC §1232g (FERPA) and 34 CFR Part 99. The Parties agree that to the extent allowed by law, each Party is responsible for any and all reasonable costs or damages (including attorneys’ fees) that result from its (including its officers, agents, employees, and contractors) failure to comply with FERPA and 34 CFR Part 99 or with other state and federal laws regarding the privacy of education records.

The School shall grant to the Authorizer and its employees full and complete access to “educational records” as defined by FERPA and all documents or other information maintained by the School or its ESP that are reportable to the State Department of Education or the State Auditor. The Authorizer shall dispose of the educational records when no longer needed pursuant to this Charter or applicable state or federal law or court order.

L. Entire Agreement; Modifications: This Charter constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes any previous discussions, agreements, proposals, or understandings, whether written or oral. However, if any contractual element that is required by W. Va. Code §18-5G-9 is missing from the text of this Charter, the Parties agree that the relevant part of the School’s approved application provides the text governing that element. This writing is the Parties’ final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Authorizer and the School. The exhibits hereto, unless specifically incorporated by reference herein (namely, Exhibits A, and G), are for illustrative purposes only and are non-binding.

M. Waiver: The failure of either Party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving Party.

N. Assignment: This Contract may not be assigned without the express written consent of the other Party and any other government agency or office that may be required to approve such assignments.

- O. Indemnification: The School agrees to indemnify, defend, and hold harmless the State and the Authorizer, their officers, and employees from and against: (1) Any claims or losses for services rendered in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the School, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the School, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- P. Conflict of interest: The School, its officers, Governing Board members, or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of the School's obligations hereunder. The School shall annually inquire of its officers, Governing Board members and Key Employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Authorizer.

- Q. Void Contract Clauses: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

- R. Notices. Written notices shall be provided as follows. If a Party's notification address changes, the party shall notify the other Party in writing, which may include email.

If to the Governing Board before the commencement of this Charter under Paragraph II.A.2 of this Charter:

Board President Brig. Gen. (Ret) Christopher Walker
mwuagi@gmail.com

With a copy to:

The Callender Law Group
100 E. Board Street, Suite 1700
Columbus, Ohio 43215
jmcgee@thecallendergroup.com

If to the Governing Board after the commencement of this Charter under Paragraph II.A.2 of this Charter:

Clarksburg Classical Academy
Attn: Board President
1636 W. Pike St.
Clarksburg, WV 26301

With a copy to:

Board President Brig. Gen. (Ret) Christopher Walker
mwuagi@gmail.com

And to:

The Callender Law Group
100 E. Board Street, Suite 1700
Columbus, Ohio 43215
jmcgee@thecallendergroup.com

If to the Authorizer:

Board Chairman Adam Kissel
adam.kissel@wvpcsb.org

or

the official email address of the Authorizer's current Chair.


S. Facsimile; Counterparts.

The parties agree that the execution of a facsimile of this Contract shall have the same force and effect as an executed original and shall be binding upon them. The Contract may be executed simultaneously or in two or more counterparts, each of which shall be deemed an original, but all of which constitute one and the same instrument.

[Signatures to follow on next page.]

IN WITNESS HEREOF, the Parties have duly entered and executed this Charter as of the Effective Date first above written, and each Party represents and warrants that the person executing this Contract on behalf of such respective Party has the full right, power, and authority to enter into this Contract and bind such Party to the terms of the Contract.

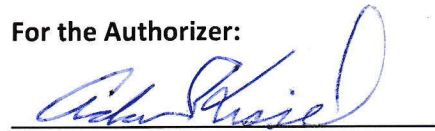
For the Governing Board:



Christopher Walker (Feb 15, 2024 09:55 EST)

Brig. Gen. (Ret) Christopher Walker, President
Clarksburg Classical Academy, Inc.

For the Authorizer:



Adam Kissel, Chairman
West Virginia Professional Charter School Board

Exhibit A

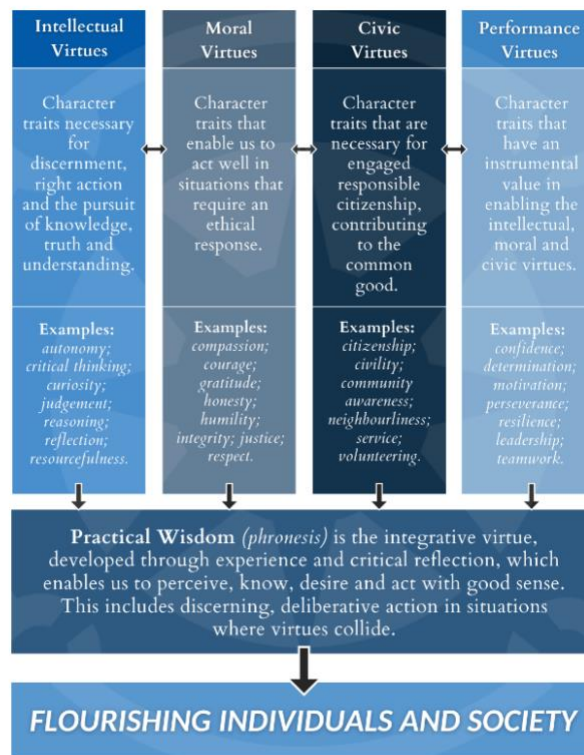
Statement of Mission, Vision, and Objectives

The **mission** of Clarksburg Classical Academy (CCA) is to allow students to become productive, flourishing human beings and citizens by providing them with a world-class, high-quality education.

CCA’s **vision** is to become a school that provides highly qualified, high school and college-ready students of good character.

Key to the success of a developing child is a culture and climate rich in guiding and supporting their character development. Through each of the stages of the classical trivium, children develop the building blocks of character focused on the four types of virtues—intellectual, moral, civic, and performance. These building blocks of character inform the academic discussions, are exemplified in the curriculum materials, and form the basis of conversation with and between students. Over time these virtues serve as guideposts for students as they develop their own viewpoints and personal character. The school will serve as the arena for this development, in partnership with families as they guide their child through these stages of development.

THE BUILDING BLOCKS OF CHARACTER



“ Character virtues should be reinforced everywhere: on the playing fields, in classrooms, corridors, interactions between teachers and pupils, in assemblies, posters, head teacher messages and communications, staff training, and in relations with parents and families.

The Jubilee Centre Framework for Character Education in Schools |

Several character education programs provide curricula and serve as the backbone for this important element of a classical education. We will explore programs such as Character Counts, Leader in Me and Habitudes.

The School will provide a safe, secure, and positive individualized learning environment.

All students have different needs, learn at various rates, and have different learning styles. No one educational program is appropriate for all students. Therefore, students will have a broad experience of activities that engage them in media-rich content, direct instruction, project-based learning, and interest-driven and talent-driven opportunities with a “healthy mind and body” emphasis, all grounded in the classical philosophy.

The school is built on a strong foundation of high expectations for academic achievement for all students.

Exhibit B
Learning Opportunities

This exhibit illustrates some ways that the School intends to implement its curriculum.

Curriculum Maps and Pacing Guides

A curriculum map provides a guide to ensure instruction covers the School’s standards and meets the needs of all learners. It documents the relationship between every component of the curriculum and allows teachers to check for gaps and redundancies.

The major difference between curriculum maps and pacing guides is that curriculum maps are what will be taught during the current school year, while pacing guides describe when and for how long content will be taught.

- Pacing guides are timelines that show what each teacher covers over the course of a year. Each subject area follows a logical sequence within and between grade levels.

Curriculum maps and pacing guides for Art, Music, and PE will be created by curricular specialists.

Curricular Resources

The School is strongly considering the following:

Subject	Grade Level	Company/Title	References/URL
Reading	K-8	Core Knowledge	https://www.coreknowledge.org/
Phonics	K-3	Wilson Language/Fundations	https://www.wilsonlanguage.com/programs/fundations/
Phonemic Awareness	K-3	Heggerty’s Phonemic Awareness	https://heggerty.org/curriculum/
Writing	K-8	Writing by Design	https://www.writingbydesignk8.com/
Math	K-8	Singapore Math/Dimensions Math	https://www.singaporemath.com/pages/dimensions-math-pk-5-for-schools https://www.singaporemath.com/pages/dimensions-math-6-8-for-schools
Science	K-8	HMH/Science Fusion	https://www.hmhco.com/programs/sciencefusion#overview
Social Studies	K-8	Core Knowledge	https://www.coreknowledge.org/

Exhibit C Assessments

Clarksburg Classical Academy will participate in the West Virginia General Summative Assessment (WVGSA) and will adhere to all applicable laws and regulations regarding state testing.

Teachers will review assessment data to monitor student growth and progress.

Progress towards the School's goals will be tracked through its School Improvement Plan (SIP). The SIP provides information on the School's most recent year performance in terms of academic achievement, academic growth, academic growth gaps, and post-secondary/workforce readiness. The School plans to conduct annual deep data analysis and root cause analysis using the SIP. The School will share its SIP performance goals with the Governing Board and Authorizer with enough specificity for the Governing Board and Authorizer to assess the performance of the School. The School will provide the Governing Board and Authorizer with grade-level and school-level data rather than student-level data, to help protect the privacy of individual students.

Student achievement data shall inform instructional practice and school improvement consistent with W. Va. Code §18-5G-8.b.4.

Exhibit D
Students with Exceptionalities

Students with Disabilities: General and IDEA-B funds will be used to support students with disabilities. The Academy will comply with sections 613 (a)(5) & (b) of the Individuals with Disabilities Education Act (IDEA) in the following ways:

- Multiple tiers of student support will be provided by interventions up to and including evaluation for suspected disability.
- Discipline - A student code of conduct will be created and approved by the Board. The school will implement said policy with all students. For students with disabilities, the school will abide by all federal laws regarding discipline, suspension, and expulsion.
- The school will provide services and accommodations as prescribed in a student's IEP or 504 Plan. Such services will include but are not limited to psychological, speech-language pathologist, audiologist, physical therapist, occupation therapist, and adaptive physical education. The school may contract those services or may choose to hire a qualified individual.
- The school will employ properly licensed teacher(s) and paraprofessionals with proper credentials to provide services for students with disabilities and limited English proficiency.

English Language Learners: Title I and III funds will be used, when available, to provide supplemental instruction to English Learners.

Lowest 20%: Title I funds are used to target the lowest 20% by providing supplemental instruction in an individual and small group setting. The Intervention Assessment Team (IAT) will utilize specific, research-based interventions implemented in the classroom and/or building, set goals and timelines for the intervention, and schedule a follow-up meeting date.

Third-Grade Students: Students in grades K-3 found "Not on Track" on any diagnostic assessment will receive additional support. The teacher will notify and involve the student's parent or guardian in the development of a plan. The plan will include:

- Identification of the student's specific reading or other deficiency,
- A description of proposed supplemental instruction,
- Opportunities for instructional services, and
- In the area of reading, a small group reading curriculum during regular school hours that assists students to read at grade level and provides for reliable tests and ongoing analysis of each student's reading progress.

Gifted Students: The School pedagogical model enables self-pacing. Strong and gifted students can progress through the curriculum faster and will be more challenged than in a traditional environment.

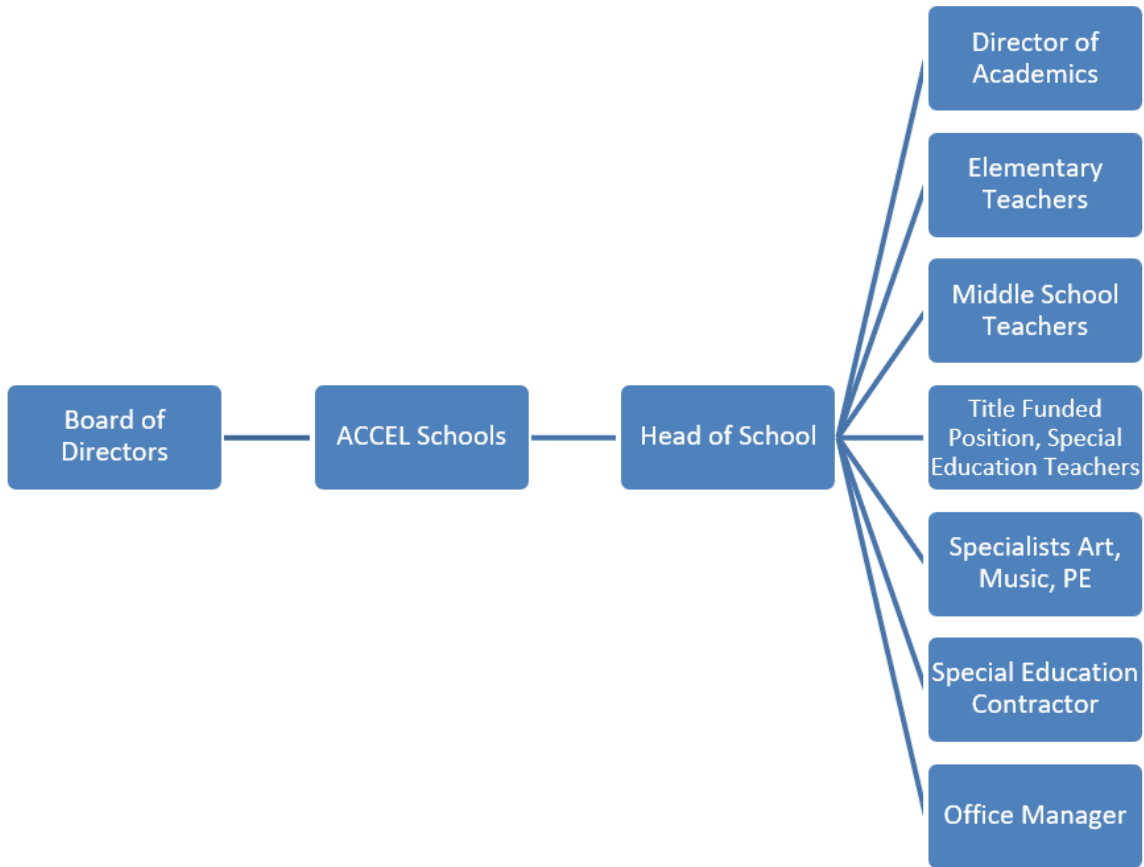
Homeless: The Academy will comply with the McKinney-Vento Act and any rules or regulations promulgated thereunder.

Exhibit E

Governance Structure

Clarksburg Classical Academy will be operated by a Board of Directors (the Governing Board) that is responsible for meeting the goals and assurances in the school’s Charter. To be a successful school, the Board must ensure both academic success and fiscal responsibility. To accomplish these objectives, the Board will enlist the support of an independent legal counsel and an Educational Service Provider. Through this partnership, the Board will employ the staff needed to meet the needs of the students and families. The ESP will provide support to the staff to enable them to be successful. Legal counsel will provide guidance on the roles and responsibilities of a school board. Board members will be offered various trainings, including board governance, ethics, and FOIA.

CLARKSBURG CLASSICAL ACADEMY ORGANIZATION CHART



Governing Board: responsible for the execution of the Charter on behalf of the School, including fiduciary management of the budget, and development of policies and procedures. The Board will have a minimum of five members, including a President, Vice President, Secretary, and Treasurer.

The responsibilities of the Board Members include:

- Believe in and be an active advocate and ambassador for the mission and vision of the School.
- Work with fellow Board members to fulfill the obligations of membership.
- Contribute to the effective operation of the Board.
- Regularly attend and participate in meetings of the School. Prepare for these meetings by reviewing materials in advance.
- Keep informed about the School and its issues by reviewing materials, participating in discussions, and asking strategic questions.
- Participate in the performance review of the Head of School.
- Participate in the activities of the School by attending programs and fundraising events.
- As appropriate, use personal and professional contacts and expertise for the benefit of the School.
- Maintain strong connections with the local community.
- Inform the Board of Directors of any potential conflicts of interest, whether real or perceived, and abide by the decision of the Board related to the situation.

Exhibit F Parent Involvement

The Academy seeks to increase opportunities for whole families by empowering parents with confidence and trust in the educational setting. Therefore, School leaders, teachers and board members will personally invite and encourage parent participation in all facets the Academy's operation.

The Academy plans to align all parental and community involvement activities to support the overall academic programming of the School. The School and/or its staff will reach out to parents and other key stakeholders through written and online communications as well as face-to-face through town-hall meetings.

The School has a goal to develop a collaborative relationship with parents, teachers, administrators and the community to support a culture of excellence. The School plans to offer parents training in the areas of school curriculum, the school discipline policy and technology for parents to be able to work with their children and reinforce what is happening at School.

The School plans to provide numerous opportunities for parents to become meaningfully engaged in their child's school experience:

- Data Analysis – Parents will receive regular updates on student progress. Teacher-generated communications will be sent when the student's goals are not being met.
- Parent Training – Beginning with parent orientation at the time of student enrollment, the School will provide ongoing training for parents throughout the school year.
- Conferences – Parent conferences will be held both formally and informally throughout the school year to provide updates on progress toward expected academic outcomes.
- All-School Meetings – Parents and students will be strongly encouraged to contribute their feedback and suggestions about the School culture, curriculum, and usability of the digital system, both through parent and student surveys and all-school meetings. The results of these surveys and meetings will be examined in detail by the board, and, whenever necessary, may result in programming changes. Students and parents may also be asked to participate in ongoing focus groups to gather input and improve School offerings.
- Volunteering – Parents will be encouraged to volunteer at the School to support academic programs as well as the operations of the School.
- Access to relevant materials — Resources will be available in the Parent Room to support homework assistance, access to curriculum for use at home, and personal computer skills.

Exhibit G
Education Service Provider (§18-5G-8.c)

Name of the Education Service Provider (ESP): ACCEL Schools East, LLC.

This Exhibit G discusses the contract between the School and the ESP. The additional terms and conditions set forth in this Exhibit G are expressly incorporated into the Charter. The Governing Board shall ensure that the Authorizer always has a current copy of the Governing Board's contract with its ESP (if any), with the first iteration due to the Authorizer no later than May 15, 2024.

If the School wishes to change its contract with the ESP with respect to any of the twelve items below, it must receive prior approval from the Authorizer. All other changes must enable the School and its Governing Board to comply with all applicable law. The School shall submit any proposed amended contract with its ESP to the Authorizer, and the Authorizer then has 30 days to approve or disapprove the amendment. If the Authorizer does not act by the 30th day, then the Authorizer shall be deemed to have approved the amended contract, and the Governing Board may proceed with executing the amended contract.

Pursuant to W. Va. Code §18-5G-8(c), in its application, the Governing Board provided the Authorizer with:

- (1) Evidence of the ESP's success in serving student populations similar to the State population of relevant students, including demonstrated academic achievement as well as successful management of nonacademic school functions;
- (2) Student performance data and access to financial audit reports for all current and past public charter schools;
- (3) Documentation of and explanation for any actions taken, legal or otherwise, against any of its public charter schools for academic, financial, or ethical concerns;
- (4) The proposed duration of the service contract;
- (5) The annual proposed fees and other amounts to be paid to the education service provider;
- (6) The roles and responsibilities of the Governing Board, the school staff, and the ESP;
- (7) The scope of services and resources to be provided by the ESP;
- (8) Performance evaluation measures and timelines;
- (9) Methods of contract oversight and enforcement;
- (10) Investment disclosure as applicable;
- (11) Conditions for renewal and termination of the contract; and
- (12) Disclosure and explanation of any existing or potential conflicts of interest between the Governing Board and the ESP or any affiliated business entities.

With respect to item (5) above, the Governing Board or its chairman must certify to the Authorizer that all proposed fees have been reviewed by the Governing Board, that the Governing Board members understand the fees proposed, and that the fees are fair and reasonable. The contract must prohibit the ESP from charging any fee apart from specified fees in the contract; any fee not specified in the contract shall not be payable unless the Governing Board and the ESP agree in a separate writing for the additional fee, and that that new fee is fair and reasonable.

Additionally:

1. The Governing Board understands the School's obligations given that it "shall be treated and act as its own local education agency for all purposes except as needed under the provisions of the Public School Support Plan for funding purposes" (§18-5G-5(c)) and is prepared to support the Board and the ESP in ensuring compliance with these responsibilities. The Governing Board will hold all responsible parties accountable for the academic results of its students including the administration, the teachers, the parents/guardians, and its ESP. Monthly, the Head of School and the ESP support team will provide reports to the Governing Board on the academic, operational, and , if the ESP is acting as the School's fiscal agent, financial status of the School. The Governing Board will review in-year academic and annual state testing results, which will drive annual School improvement efforts, under the leadership of the Head of School. As required by law, monthly School financial reports will be reviewed by the Governing Board Treasurer and provided to all Governing Board members. Annual audits will be conducted by an independent certified public accountant (CPA) and provided to the Authorizer.

Annual parent/guardian satisfaction surveys will also be shared with the Governing Board and, if desired, the Authorizer. The Governing Board has adopted a grievance procedure to address any stakeholder concerns, which includes escalation to the Governing Board if the issue is not resolved at the School administration level.

2. Pursuant to W. Va. Code §18-5G-7(c)(4), the Governing Board must require any education service provider (or other fiscal agent) contracted with the Governing Board to provide a monthly detailed budget to the Governing Board, including year-to-date and month-to-date budget reports. If the ESP is not acting as the School's fiscal agent, the ESP contract must explain how the parties will comply with W. Va. Code §18-5G-7(c)(4).
3. Pursuant to W. Va. Code §18-5G-4(b)(6)(ix), the Governing Board shall require that the ESP provide the Governing Board with an annual report on any successful innovations that may be replicated in other schools. The report shall provide information about how noncharter public schools may implement these innovations, if any. The Governing Board, in turn, shall submit the same or a similar report to the Authorizer.