

West Virginia Charter School Contract

THIS CHARTER is entered into as of the
15th day of March, 2022
("effective date"),

between

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

and

WEST VIRGINIA ACADEMY, LTD. (the "School"),

a nonprofit organization.

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.

Charter (or "Contract") shall mean this Charter entered into between the School and Board. 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 public schools in Monongalia and Preston Counties, and any quantifiable measure based on such schools shall mean the midpoint between the two county averages for each such measure.

ESP shall refer to the Educational Service Provider, an entity that may be contacted to manage the day-to-day delivery of education to students in a charter school.

Foundation shall refer to the West Virginia Academy Benefit Foundation, which is a non-profit organization designed to support the School and its operations, including providing additional sources of funding and supporting school choice options throughout West Virginia.

Governing Board shall mean the governing board or body of the School.

School shall mean the nonprofit corporation granted a charter by the Board to provide a program of public education for specified grades.

State shall mean the State of West Virginia.

II. Establishment of School

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

1. Effective Date.

This Charter shall become effective on the date the Charter is signed by both parties.

2. Term.

The term of this Charter shall be five (5) years commencing on August 1, 2022, and ending on July 31, 2027, unless terminated or renewed sooner as provided herein.

B. Enrollment (§§18-5G-9.b.2, 18-5G-8.b.24).

1. Grade and age levels.

The School is authorized to serve students in grades Preschool (3 and under) through 12 at approximately the same age levels as in Noncharter Public Schools, although it is the intention of the School to offer Preschool (3 and under) through grade 9 starting in the Fall of 2022 and add one grade level each year as demand permits.

2. Enrollment Numbers.

The School plans the following minimum and maximum enrollments as expressed below.

- a. *Minimum Enrollment.* The minimum enrollment of 250 students (hereinafter “Minimum Enrollment”), represents the limit of financial viability absent additional funding, including through the Foundation. If enrollment is below the overall minimum, the School will be deemed inviable in the absence of additional funding. If enrollment falls below the Minimum Enrollment, the School must provide the Authorizer with evidence of such additional funding to the extent that its operations below the Minimum Enrollment are financially viable. The Governing Board may submit a revised budget and, if applicable, School plan, to the Authorizer. If the Authorizer reasonably 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 budget and any agreed-upon change in plans.

- b. *Maximum Enrollment.* The maximum enrollment contemplated under this Contract is 1,500 students (hereinafter the “Maximum Enrollment”). If the School has the resources to enroll more students than the Maximum Enrollment, the Governing Board may submit a revised budget and, if applicable, School plan, to the Authorizer. If the Authorizer, determines that the plan is viable at a sufficient level of quality at the new budget, this Contract shall be amended to include the new maximum enrollment and budget and any agreed-upon change in plans, provided that any virtual public charter school may not exceed the enrollment cap established by law.

3. Initial marketing plan (§18-5G-8.b.24).

The School shall conduct its initial marketing plan in accordance with the provisions stated in the “Student Recruitment, Enrollment, and Retention” section of the Application, which provisions are incorporated herein by reference. Thereafter, the School shall continue such aspects of its initial marketing plan as it deems appropriate to the conduct of its ongoing operations and growth strategy. Nothing stated herein shall restrict the School from adopting new or innovative marketing plans to increase its reach to historically underserved populations within the traditional public school system including, in particular, minority students, English language learners, and students from low-income families.

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

A. School Objectives

1.1. Mission Statement.

The purpose of West Virginia Academy Ltd. (“WVA”), as a non-profit charitable organization, is to improve education in West Virginia by: (i) establishing a charter school, (ii) developing and deploying curriculum and scalable college-readiness programs within the school, and (iii) providing training for teachers who seek to improve college-readiness throughout West Virginia. The organization’s overall purpose contemplates the establishment of a charter school to provide wraparound services for families in West Virginia. Consistent with this reality, the organization has a separate mission for each of its divisions: nursery, primary, and secondary education programs, respectively, but a shared vision and purpose.

West Virginia Academy’s Nursery School mission is to use a whole child approach to help our scholars from all backgrounds, including, in particular, historically underserved student populations, achieve essential skills necessary for school readiness in a health, safe and secure environment. These essential skills include a foundation of early development in: social-emotional independence, language and literacy, mathematical and scientific reasoning, and physical coordination.

West Virginia Academy’s Primary School mission is to help our scholars from all backgrounds, including, in particular, historically underserved student populations, become academically successful through becoming effective communicators, creative collaborators, dynamic leaders, and promising innovators for the state of West Virginia. We [WVA] will train, support, and mentor our educators to use evidence-

based educational instructions and interventions that promote each scholar's academic success, and well-being.

West Virginia Academy's Secondary School mission is to build upon the academic success of our scholars from all backgrounds, including, in particular, historically underserved student populations, in becoming an effective communicator, creative collaborator, dynamic leader, and promising innovator by increasing their global awareness through developing intercultural communication skills and a holistic approach to problem solving. We [WVA] will train, support, and mentor our educators to use evidence-based educational instructions and interventions that promote each scholar's academic success, and well-being.

1.2. Vision Statement.

WVA has a three-pronged vision that focuses on supporting our scholars and faculty, building a positive school culture, and serving the surrounding community. It states:

- Our vision is to create a primary and secondary school culture that fosters each scholar's learning, leadership, strength of character, global awareness, and academic ability.
- We strive to recruit, hire, develop, and retain a diverse faculty and staff that are fully committed to each scholar's academic success and will contribute to our positive school culture with diligence, competence, and professionalism.
- We aspire to develop a strong, positive community relationship that brings educators, parents, and professionals together for the benefit of each scholar's growth and development.

2. Education Program and Curriculum.

West Virginia Academy will be a wraparound community school, where the whole family can be educated in one location at the same time. It will be divided into a nursery school, a primary school and a secondary school. The nursery school will include toddlers and preschoolers, ages two through five. The primary school will consist of kindergarten through fifth grade levels. The secondary school will include sixth through twelfth grade. WVA plans to open in the fall of 2022 with an offering of preschool through tenth grade. WVA's intention is to add the 11th and 12th grade programs as the School receives approval through the International Baccalaureate (IB) training program.

West Virginia Academy Nursery School (WVA Nursery) will follow the Head Start Early Learning Outcomes and Framework. The primary purpose in providing this service on campus is for use by WVA's faculty and staff.

West Virginia Academy's Primary School (WVA Primary) will be a Core Knowledge (CK) school that teaches through the explicit teaching of core topics by way of the Direct Instruction Method (DI). In order to fulfill WVA's primary school mission, primary students will participate in the West Virginia Academy Ambassadors program, giving them service learning and self-management opportunities to become respectful and contributing members of the School as well as the surrounding community.

Beginning in sixth grade, the curriculum and methodology will change from knowledge-based to inquiry-based in nature. In each course, students will be evaluated on their performance in four areas: overall

work quality, conceptual understanding, thinking skills, and transfer of learning. Student performance based on these criteria will be evaluated throughout the year and reported using a seven-point scale at the completion of the course (consistent with the IB Middle Years Programme). Scholars in the WVA Secondary School will continue to play an active part in the West Virginia Academy Ambassadors program.

As West Virginia Academy expands into the 11th and 12th grade, WVA will implement the International Baccalaureate Diploma Program (DP) and the International Baccalaureate Career-Related Program (CP). Students can choose which program they would like to complete or participate in elements of both programs in a manner that best suits their needs.

3. Innovation.

West Virginia Academy is uniquely positioned to innovate with respect to curriculum delivery, provide expanded experiential learning opportunities, and implement a culture of universal accountability that will benefit a highly diverse community of students. Our school will adopt a unique approach to team sports, physical education, and enrichment classes like art and music. Our primary recruitment area is designed to recruit and retain historically underserved populations, and our transportation plan will ensure that students from all backgrounds can attend our school. Lastly, our West Virginia Ambassadors program will provide service learning opportunities, team building, and mentorships that will enhance the rest of their lives.

West Virginia Academy has a clear and focused mission. Student success is aimed at (1) gaining a solid core knowledge foundation and then (2) using that knowledge to become more internationally minded and innovators for the state and the world.

West Virginia Academy has adopted a weekly schedule to maximize efficient learning. Student activities, assemblies, field trips, and other programs, when possible, will be scheduled on an Experience Day. Experience Days will be on Fridays and give the students large amounts of time to work on service learning projects in our school as part of the West Virginia Academy Ambassador program.

4. Graduation Requirements (High School only). The School agrees to meet or exceed State requirements as specified below:

Subject	Number of Credits
Language Arts: Literature and Language courses; Extended Essay (EE) course	4
Math: Geometry up to Calculus will count for credit	4
Science: Biology, Physics, Chemistry	3
History: Individuals and Societies courses	4
Physical Education: Physical Education courses	1

Health: Health Education courses	1
Art: Arts courses	1
Career and Technical Education: Theory of Knowledge (TOK) course	1
World Language: Language courses	1
Other: Elective Courses	4

IV. School Accountability and Authorizer Oversight

A. School Accountability (§§18-5G-5.b, 18-2E-5).

Pursuant to §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 §18-2E-5 of the State Code. 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.

1. School Academic Goals (§§18-5G-9.c-d and 8.b.3).

- (a) The charter goals and measures as described in sections 2 and 3 below comprise the performance goals of the School. If the School has substantially met all goals, meaning over 90%, in its most recently reported performance and has not failed to comply with or otherwise remediate any legal or regulatory requirements as identified by the Authorizer, the Authorizer shall renew the School’s Charter upon request for renewal.
- (b) If during the term of this Charter the School meets substantially all goals, meaning over 90%, for any consecutive two-year period and has not failed to comply with or otherwise failed to remediate any legal or regulatory requirements as identified by the Authorizer, then the Authorizer should renew the School’s charter upon request for such renewal for a new term of up to five years beginning at the start of the academic year following such request, which renewal shall not be unreasonably denied.
- (c) 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.

- (d) If the School fails to meet the majority of its goals 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.
- (e) 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.

2. State Accountability System Goals (§§18-5G-8.b.4 and 11.a.10.c).

- a. 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 (WVDE), is subject to the Student Data Accessibility, Transparency and Accountability Act pursuant to section §18-2-5h of the State Code, 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.
- b. The Academic Achievement indicator will take into account all of the School's students who take the West Virginia General Summative Assessment (WVGSA) for the grades 3rd–8th with the science component added in 5th and 8th as well as the West Virginia Alternate Summative Assessment (WVASA) for students with significant intellectual disabilities. Each topic within each grade will provide a specific measure of proficiency (e.g., Reading 3rd grade assessment, Math 5th grade assessment, Science 8th grade assessment). Assessment proficiency scores taken in the school year 2022–2023 will be used to calculate an overall proficiency rate. This proficiency rate will be subdivided into corresponding subgroups as outlined by the WVDE. These rates will be considered our baseline rate. WVA will then use this rate in the following goal:

By the end of the 2023–2024 school year, WVA's proficiency rate will exceed the state average proficiency rate in the majority of subgroups.

- c. The School agrees to follow all State guidelines and regulations for administering tests under the State accountability system.

3. Additional Metric Goals. 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 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:

- (a) Student academic proficiency: All of the School's students will be given the West Virginia General Summative Assessment (WVGSA) for grades 3rd–8th with the science component

added in 5th and 8th. Each topic within each grade will provide a specific measure of proficiency (e.g., Reading 3rd grade assessment, Math 5th grade assessment, Science 8th grade assessment). WVA will then use these measures in the following goals:

- 1) By the end of the 2023–2024 school year, at least half of the measures (explained above) will exceed the state average proficiency in those categories.
 - 2) By the end of the 2025–2026 school year, 64% of the measures (explained above) will exceed the stage average proficiency in those categories and every other year based on the two-year average.
 - 3) At the end of the 2024–2025 school year, West Virginia Academy will see 65% of its students re-enroll for the 2025–2026 school year.
 - 4) At the end of 2026, 90% of West Virginia Academy students will be attending 90% or more instructional days.
 - 5) 85% of West Virginia Academy students will graduate from West Virginia Academy by passing all the required classes and earning 24 credit hours.
- (b) Student academic growth: After the second year of operations and thereafter, at a minimum, roughly the same percentage of students in each grade are promoted to the next grade as in Comparable Noncharter Public Schools. Any gap that is at least 30 percent worse than for Comparable Noncharter Public Schools shall be considered a deficiency in the School’s program, provided that the sample size of non-promoted students is at least 10 students and 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.
- (c) Achievement Gaps by Subgroup: 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. Any gap that is at least 30 percent larger than for Comparable Noncharter Public Schools shall be considered a deficiency in the School’s program, provided that the sample size is larger than 10 students and also large enough to account for margins of error within each metric.
- (d) Student attendance, suspensions, and withdrawals: After the second year of operations of the School and thereafter, any gap that is at least 30 percent worse compared with Comparable Noncharter Public Schools shall be considered a deficiency in the School’s program, provided that the sample size is larger than 10 students and also large enough to account for margins of error within each metric.
- (e) Recurrent enrollment from year to year: After the second year of operations and thereafter, a retention rate below 75 percent from one year to the next shall be considered a deficiency in the School’s program.
- (f) 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 to be meeting expectations.

4. Lack of Data for Comparability: In the event that any Comparable Noncharter Public School data is not available via the WV State Accountability System with respect to any measure in sections 2 or 3 above, then the prior year data may be used. If no prior year data is available, then such measure shall be removed as a goal until such time as such data becomes available and shall count neither for nor against the School for the years in which data is unavailable.

B. Authorizer Oversight (§§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. The School shall provide all requested documentation, including documentation regarding the School that is held by any Education Service Provider or other contractor as determined necessary in the sole discretion of the Authorizer.
4. Improvement Requirements (§§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.

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

1. Students with Exceptionalities (students with disabilities, students who are English language learners, bilingual students, and students who are academically behind and gifted):

The School plans to 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 best practices regardless of whether they are required by law.

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 her or his exceptionality, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by the School.

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.

IDEA and FAPE Compliance (§18-5G-14.a.5)—The School shall satisfy IDEA and FAPE including satisfying at least the following requirements. The School shall:

- Ensure that each eligible student with an exceptionality has FAPE available in accordance with federal law (see 34 CFR §§300.101 and 300.17);
- Implement the evaluation and eligibility requirements in 34 CFR §§300.300 and 300.311;
- 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;
- 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
- 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 includes:

- Designing and implementing appropriate curriculum and instructional practices to promote learning across all developmental domains;
- Implementing program-specific standards to develop curriculum to meet the individual developmental needs of specific content areas;
- Implementing best practices to support learners with special needs and evaluating student data to make informed decisions;
- Creating a developmentally appropriate learning environment by incorporating evidence-based instructional practices and resources, materials and technology to support individual learning needs;
- Constructing a framework for establishing and maintaining communication and collaboration between the school, professional colleagues, families, and the community; and
- Creating opportunities which promote leadership and advocacy in students of all abilities.

2. Child Find: The School plans to comply with its Child Find responsibilities under the law. It is the

School's responsibility to actively search for "individuals with disabilities ages birth through twenty-one, gifted individuals from first through eighth grades, and exceptional gifted in grades nine through twelve, including students with disabilities who are homeless or are wards of the state and students with disabilities attending private schools, regardless of the severity of their disability, who are in need of special education and related services."

Upon enrollment to the School (if not earlier), the parents/guardian of every student will answer the following question regarding their child:

1. Did the student receive special education services at his/her previous school?
2. Did the student have an Individualized Education Program (IEP) at his/her previous school?
3. Did the student have a Section 504 plan at his/her previous school?
4. Does the student have difficulties that interfere with his/her ability to go to school or learn?
5. Has this student been identified for Gifted and Talented services (TAG)?

If any of the above questions are answered "Yes," then the student will be referred to the Student Services Manager. The Student Services Manager will be responsible for the following:

- Review the IEP and provide the student the programs and services specified;
- Schedule and Hold an IEP review meeting within thirty days of the start of school.
- Implement a student's existing 504 plan, if available, or hold a meeting to develop a 504 plan.
- Take the specified actions when the parents have indicated that the student has difficulties that interfere with his/her ability to go to school or learn.
- Enter all appropriate information into WVEIS for students who have an existing IEP.

If the services indicated on the IEP or 504 plan are not available on the WVA campus, the Student Services Manager will work with the parents to provide transportation to and from these services elsewhere.

If the IEP is out of date or no longer appropriate, the Student Services Manager will hold an IEP meeting as soon as possible (within thirty days) to review and determine if a re-evaluation is needed and/or if the IEP is still necessary.

D. Enrollment (§§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 acknowledges:

- Pursuant to W. Va. Code §18-5G-2(1), the School will operate as a nonprofit organization under Sec. 501(c)(3) of the IRS Code.
- Pursuant to 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.
- Pursuant to W. Va. Code §18-5G-3(a)(3), the school will not be home school based and will only be predominately a virtual school if the School has been authorized as a virtual public charter school.

- Pursuant to 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.
- Pursuant to 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.
- Pursuant to 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 Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Pub.L. 108-446; 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 IDEA, 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.
- Pursuant to 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.).
- Pursuant to 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.).
- Pursuant to 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.
- Pursuant to 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.
- Pursuant to 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. If a virtual charter school utilizes a learn at your own pace program, it shall acknowledge that sufficient opportunity for learning and engagement is provided to allow mastery of course content by students enrolled in the virtual charter school.
- Pursuant to 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).
- Pursuant to 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).
- Pursuant to 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.
- Pursuant to 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.

- Pursuant to 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.
- Pursuant to 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 W. Va. 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.
- Pursuant to 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 (§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. If the School is a virtual public charter school with a learn at your own pace program, it is exempt from the instructional term requirement (§18-5G-14.a.9) but shall provide sufficient opportunities for learning and engagement around course content.

B. Extracurricular Activities (§18-5G-8.b.21). The School plans to provide a wide range of programs and activities to address the complex and changing needs of the School's student population. The School plans to provide an integrated support system with a variety of wrap-around services that influence the student's development and readiness to engage and learn in school. The School plans to provide before-school, after-school, and between-term opportunities to develop the social, emotional, intellectual, and physical needs of students.

C. Disciplinary Practices (§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 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 (§18-5G-8.b.17).

The School shall have a food preparation area that follows the performance, health and safety standards of the National Sanitation Foundation. The school will ensure that all surfaces that come in contact with food will be in good repair and kept clean and sanitized. The School will maintain an inventory of all food items that includes the date of purchase and date of expiration. The School shall ensure that food is stored at proper temperatures to minimize bacterial growth. The use of accurate thermometers shall be used to monitor the temperature at which the food must maintain in order to stay free of bacterial growth.

E. West Virginia Academy Benefit Foundation.

In coordination with the Foundation, which was formed under the direction of the School, the School may provide services including pre-school, child-care, curricular and extra-curricular courses, and before- and after-school programming for children who are not formally enrolled in the charter school as an additional source of revenue to fund the school's operations and as a benefit to the School's employees. Any children participating in such services shall not be deemed to be accepted or enrolled in the charter school by virtue of their participation in such services. Such services may be funded in whole or in part by the Hope Scholarship or separate fees, and the Foundation may seek independent academic accreditation in order to provide such services in coordination with the School. Any children participating in such services on campus who will interact with enrolled students directly shall be subject to the same immunization and other safety standards as enrolled students of the School.

VII. Student Enrollment, Recruitment, and Retention

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

1. Primary Recruitment Area. The primary recruitment area for the School in its initial year of operations will be the area designated in the Application, which primary recruitment area may be amended annually by the Governing Board, as permitted under West Virginia law and applicable regulations. The Governing Board shall give notice to the Authorizer of any amendment to its primary recruitment area within a reasonable amount of time after such amendment. The amended primary recruitment area, including the year effective for such amendment, is attached hereto as Appendix C.
2. Student Enrollment Preferences. (§18-5G-11.a.7) Children enrolled in the School do not need to reenroll in subsequent years. The School shall offer the following enrollment preferences in the order of priority listed below, as stated in the Application:
 - a. Children who are members of the same household of students who are already accepted or enrolled in the charter school.
 - b. 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.

- c. Children who were wait-listed in the prior year enrollment cycle who were never offered enrollment during the prior academic year.
 - d. Children who reside within the primary recruitment area.
3. Student Enrollment Plan (§18-5G-8.b.7): The School expects an initial enrollment deadline date of approximately March 31 each year in order to determine whether an enrollment lottery will be necessary. If spaces are available after that date, the School will admit students in the order in which requests are received, except that any student with a preference listed in section 2 immediately above shall be admitted first.
 4. System for Transparent and Random Admissions Lottery (§18-5G-11.a.8): To the extent that a lottery is necessary for any grade level at the School because applications exceed available space, the School shall follow the process outlined in Appendix A, attached hereto.

In situations when students in a preference group listed in section 2 must be in a lottery—that is, if there are more such students than available spots—the School will run the lottery just for those students.

5. Student Enrollment Capacity for Virtual Charter Schools: The student enrollment capacity for a virtual charter school is limited to five percent of the statewide headcount enrollment per year (§18-5G-14.a.1). If enrollment from one year to the next would violate this provision, the School shall hold a disenrollment lottery to take effect upon the conclusion of the academic term, using the same enrollment preferences as in section 2 above.

VIII. Personnel

A. Hiring Practices (§18-5G-3.b.8):

1. Background Check: All personnel, board members, and all other individuals who have physical or virtual presence or interaction with students enrolled at the charter school shall undergo a criminal history check before being hired by the school (§18-5G-3.c.11).
2. Qualifications for Teaching and Administrative Staff (§18-5G-3.b.8): The School is responsible for establishing a staffing plan that includes the requisite qualifications and any associated certification and/or licensure necessary for teachers and other instructional staff to be employed and for verifying that these requirements are met, and the School shall do so. The School shall provide its plan to the Authorizer upon request within 90 days of the first instructional day of the School. The plan shall comply with all applicable law.

B. Staff Handbook (§18-5G-8.b.11).

The School is responsible for publishing 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. The School shall provide its handbook to the Authorizer upon request within 30 days of the first instructional day of the School.

C. Participation in State Benefit Programs (§18-5G-3(b)(7)).

In accordance with the School's charter application submitted to the Authorizer on August 19, 2021, the School intends to participate in West Virginia state benefits programs as permitted by law including, but not necessarily limited to, the West Virginia Public Employees Insurance programs, the Teachers' Retirement System (TRS) program, and the Teachers' Defined Contribution Retirement System (TDC), as applicable.

IX. Financial Accountability (§18-5G-8.b.9): The School shall implement and follow appropriate fiscal and internal control policies and conduct an annual audit of its financial statements at the conclusion of each fiscal year beginning with the first year of operations of the charter school. The School's current Internal Control and Conflicts of Interest policies are attached hereto as Appendix B. If the School amends either of its Internal Control or Conflicts of Interest policies, it shall provide notice of the same to the Authorizer within 30 days.

X. Facilities.

- A. The School will be located initially at 763 Chestnut Ridge Road, Morgantown, WV 26505. It is anticipated that within the first 1-3 years, the School will re-locate to a new facility on that certain 19.3 acre property described as Parcel 0068, Map 0008, on the Monongalia County records. Consistent with the objectives of the Charter Law to enhance school choice, the School shall be permitted to operate from more than one building and/or campus within its Primary Recruitment Area as needed to meet the needs of its student population. The School shall notify the Authorizer of any change to its School location or locations and provide a formal mailing address at such location or locations.
- B. The facility shall meet zoning, building, and safety requirements established for public schools in West Virginia, pursuant to W. Va. Code §18-5G-3(c)(12) and §18-5G-3(c)(13) prior to opening and throughout operations.
- C. 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. Upon request, the School shall timely provide the Authorizer appropriate documentation of such certificates and licenses.

XI. Insurance and Indemnification (§18-5G-8.b.16).

- A. The School shall maintain adequate insurance for liability, property loss, and the personal injury of students comparable to Noncharter Public Schools , which may include coverage from the Board of Risk and Insurance Management pursuant to §29-12-5a of the State Code.
- B. 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, upon request. If the insurance types or amounts change, the School shall immediately notify the Authorizer.

XII. Governance (see §126-79.8.b.6).

A. Governing Board

- 1. Bylaws and Composition. (§18-5G-7.a) The governing board shall consist of no fewer than five members elected or selected in a manner specified in the governing board’s bylaws as included in its Application, with terms and selection as stated in those bylaws. The bylaws shall remain consistent with the law, and if the bylaws change, the governing board shall submit a fully revised copy of the bylaws to the Authorizer within seven days of the change. Membership must include at least:

- a. Two parents or guardians of students attending the School. These members may be identified after enrollment has occurred; and
- b. Two members who reside in the community served by the School.

- 2. Qualifications (§18-5G-7.b)

Governing board members must:

- a. Not be employees of the charter school administered by the governing board.
- b. Not be employees of an educational service provider that provides services to the School;
- c. File (within 30 days of joining the governing board, except that current members must file within 30 days of execution of this Charter, and within 30 days of any change) a full disclosure report to the Authorizer identifying potential conflicts of interest, relationships with 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;

- d. Participate in training for governing board members (at least one training per year related to appropriate oversight of the School), which may be provided by the Authorizer, the West Virginia Department of Education, or another provider;
- e. Collectively possess documented expertise in leadership, curriculum and instruction, law, human resources, and finance;
- f. Be considered an officer of a school district under the provisions of W. Va. Code §6-6-7 (removal from office shall be in accordance with the provisions of that section);
- g. 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; and
- h. Be subject to criminal history record checks, fingerprinting requirements, and restrictions relating to such checks as apply to noncharter public schools in the State. (§18-5G-3.c.11)

C. Organizational Structure (§18-5G-8.b.6). The School's organizational structure shall follow the structure specified in the Application, which structure is incorporated herein by reference. If such structure is revised or amended, then notice of such change shall be provided to the Authorizer within 60 days.

D. Board Policies. (§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 in the form of a staff handbook which, at minimum, shall include: (§18-5G-8.b.11)
 - a. Staff responsibilities;
 - b. Performance management processes and performance management plans for administrators, teachers, other instructional personnel, and other staff;
 - c. Employment practices and policies consistent with all due process obligations; and
 - d. A whistleblower policy.
- 4. A student discipline policy allowing for appropriate due process for all students, including students with disabilities and consistent with state and federal laws;
- 5. A student safety policy that includes how the School will obtain criminal history checks of staff, board, and adult community members as required by law; and

6. 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]

B. Resolving Disputes with Authorizer (§§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 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 complained of.
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. Term.

If the Contract Renewal conditions below are met, including a performance report, the parties may amend this Contract by renewing the Contract for as long as five years following the amended effective date, prior to the expiration of this Contract or of any future amended version of this Contract. The parties agree that such a rolling contract is desirable to provide continuity and reduce uncertainty for families with students at the School.

B. Contract Renewal (§18-5G-10). This Contract may be renewed under an early renewal as specified in Section IV(A)(1)(b) above (hereinafter "Early Renewal") or under the general renewal process that primarily occurs in the final year of this Contract as specified throughout this Section XIII. The process for an Early Renewal may be more concise than the processes outlined in this Section XIII so long as such Early Renewal process is not inconsistent with State Code or Section IV(A)(1)(b) above. The Early Renewal process shall apply the standards in Section IV(A)(1)(b) above and if renewal is granted under the Early Renewal process then a new Contract is signed with a new five-year term. Any Early Renewal process shall not, under any circumstances, result in, or otherwise be deemed to constitute, a non-renewal under this Section XIII or the State Code and if renewal is not granted under any Early Renewal process then this Contract shall continue as if no Early Renewal process had been initiated. The process for a renewal other than an Early Renewal shall follow the processes outlined in this Section XIII and applying the standard in Section IV(A)(1)(a) above.

The parties agree to follow the process outlined in §18-5G-10 of the State Code. If the Code is amended,

it shall have precedence over any conflicting element in this section XIII.

1. Review by Authorizer.

- a. 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:
 1. Present evidence, beyond the data contained in the performance report, supporting its case for Charter renewal;
 2. Describe improvements undertaken or planned for the School; and
 3. Detail the School's plans for the next charter term.
- b. 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.
- c. Pursuant to W. Va. Code §18-5G-10(a), no later than June 30 preceding the final school year of this Contract, the Authorizer shall issue a performance report on the School. 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, will mention the prospect that the Contract may not be renewed and the reasons for the potential non-renewal as required by §18-5G-9(d)(1). The time between that June 30 and the end date of this Contract is the minimum time before nonrenewal, pursuant to §18-5G-9(d)(1).
- d. The School and Authorizer agree to a 60-day period for the School to respond in writing to the performance report and submit any corrections (see also §126-79.8.2.a).
- e. If the Authorizer fails to perform the comprehensive review or to provide the governing board with adequate time to respond to its report prior to the Authorizer's need to make a decision according to section 2.h immediately below, the Charter will be deemed to be renewed for a period of five years pursuant to §18-5G-9(d)(10).

2. Process for considering renewal and non-renewal (§18-5G-9(d)).

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. If the Authorizer chooses to enter a nonrenewal process:

- a. Each party has the right to be represented by counsel at all meetings, hearings, and interactions between the governing board and the Authorizer.
- b. As stated above, the Authorizer shall notify the School of the prospect that the Charter may not be renewed and the reasons for the potential nonrenewal no later than June 30 preceding the final school year of this Contract.
- c. As stated above, a time period of 60 days, prior to the submission of a renewal application, is available to the governing board to respond to the proposed nonrenewal.
- d. Additionally, the governing board may apply for renewal and, during the application and application review process, the governing board may provide additional documentation and testimony regarding why the Contract should be renewed.
- e. Prior to making its final decision about renewal, the Authorizer shall hold a recorded public hearing regarding renewal if the governing board so requests.
- f. The Authorizer shall consider the governing board's response(s), application, testimony, and documentation, as well as the recorded public hearing if requested, prior to rendering a final decision regarding the nonrenewal of the Charter contract.
- g. 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).
- h. Following the timeline above, the Authorizer shall render its final decision regarding renewal or nonrenewal in writing no later than November 30 of the final school year of this Contract.
- i. 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.
- j. 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.
- k. Pursuant to W. Va. Code §§ 18-5G-9(d)(10), a provision that the failure for the authorizer to act on a renewal application within the contractual and statutory timeframes shall be deemed an approval of the renewal application.

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 (§18-5G-8.b.23). The School shall follow its startup plan in a manner that is consistent with the plan stated in its Application.

B. Closure Plan (§§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. The Closure Plan is provided in the Application, which closure plan is incorporated herein by reference. The School will adhere to this plan under Authorizer supervision and with Authorizer support.

C. Parent Involvement (§18-5G-8.b.25).

The School shall create an Advisory Committee of Families (ACF), which is a parent volunteer association patterned after other parent-teacher organizations and associations. The President of the ACF will be selected by the Board and will serve as an ex-officio member of the Board that is tasked with coordinating parent volunteer efforts for campus events and activities.

The School will provide effective communication to the Parent/Caregiver(s) of their students. Parent/Caregiver(s) shall have access to and provide an opportunity to review all relevant records of their child. The School will provide all materials to Parent/Caregiver(s) in their native language as well as provide translation services when needed. In turn, the School expects that the Parent/Caregiver will commit to support the learning process by (1) ensuring their student regularly attends school, (2) communicating in a positive way to get the parent's questions and concerns addressed, and (3) providing feedback.

Lastly, the School shall distribute a parent survey to each family attending the school to solicit parental views on school programs and staff members, and survey responses from families will be used by the School in teacher evaluations and will be consulted for purposes of ongoing teacher training and continuing improvement.

D. Ethics Standards (§18-5G-8.b.19). The School will exhibit ethical behaviors through modeling effective characteristics for students and others in the education profession. Board members, employees, students, and visitors will be expected to commit to follow the School's WVA Code of Ethics. Most importantly, employees, governing board, and officers shall respect that individuals hold varying opinions, shall keep students reasonably safe, and shall encourage positive engagement and participation generally. Additionally, Board members and employees agree to comply with the School's Internal Control and Conflicts of Interest policies (attached hereto as Appendix B).

E. Five-Year Budgets

The School will endeavor to follow the budget estimates provided in its Application. The School will report to the Authorizer any changes to individual line items in its budget that exceed \$50,000.

F. Contract Amendment (§18-5G-9.b.7).

The School has exclusive control over its daily operation under the law. Nevertheless, any change to the School's promises in this Agreement must occur by amending the Agreement. Amendments to a duly executed charter contract 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 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 will hold the forum (which may be virtual or in person) within 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 60 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 shall comply with all applicable federal, state, and local laws, regulations and ordinances. The School acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- K. Modifications: 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.
- L. 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.
- M. Assignment: This Contract may not be assigned by the School without the express written consent of the Authorizer and any other government agency or office that may be required to approve such assignments.

- N. 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.
- O. Conflict of interest: The School, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. The School shall periodically inquire of its officers, members and 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.
- P. 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.
- Q. 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:

West Virginia Academy, Ltd.
763 Chestnut Ridge Rd
Morgantown, WV 26505
or
info@westvirginiaacademy.org

If to the Authorizer:

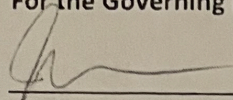
West Virginia Professional Charter School Board
c/o West Virginia Senate Education Committee
Room 417M, Building 1
State Capitol Complex
Charleston, WV 25305

or
adam.kissel@wvpcsb.org

or
the official email address of the board's current Chairman.

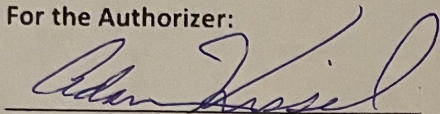
The parties agree to this Charter.

For the Governing Board:



John Treu, Chair
West Virginia Academy, Ltd.

For the Authorizer:



Adam Kissel, Chairman
West Virginia Professional Charter School Board

[Revised as of August 3, 2023]

Appendix A: Lottery Process

Currently enrolled students returning for another year of school are offered enrollment and shall be enrolled for the following year upon completing an Intent to Enroll and Acceptance of Policy. After all returning students are enrolled, then new applicants will be added to the Preliminary Enrollment Pool and considered for enrollment following the processes set out herein.

In the event that the combination of re-Enrolled and new applicants at any one grade level exceeds available capacity (including any adjustment thereto), then a lottery shall be conducted with respect to all such grades where demand exceeds capacity. The lottery will be conducted in a public setting and in the manner required under Policy 3300, subject to the following additional provisions:

(i) If the combination of all students in the Preliminary Enrollment Pool combined with re-Enrolled students, as stratified by grade, do not exceed the total capacity in that grade, then all applicant students in that grade shall be placed on the Final Enrollment List and that grade level shall not participate further in the lottery process (entire grade levels that are so-enrolled shall be announced prior to and at the beginning of the lottery).

(ii) The lottery selection process shall be conducted by grade starting with the grade with the fewest number of combined applicants and re-Enrollments that exceed capacity until all students in such grade level are placed on the Final Enrollment Pool or the Wait List for that grade (as applicable) and then proceeding in order to the grade level with the highest number of combined applicants and re-Enrollments that exceed capacity until all new applicants have been either placed on the Final Enrollment Pool or the Wait List.

(iii) Preferences shall be determined and applied immediately prior to completing each selection in the lottery process and such preferences shall be updated during the lottery process (for example, when the first member of a household is selected and added to the Final Enrollment Pool then all other members of that household shall be given the household preference from that point forward in the process).

Prior to the lottery, all applicant students in the Preliminary Enrollment Pool will be entered into a Lottery Excel Spreadsheet in alphabetical order (sorted by last name, then first name, then middle initial). The Lottery Excel Spreadsheet will include each applicant student's name (last, first, MI), Grade Level, a Household Identifying Number that is the same for all applicants of the same household, and an "Initial Preference Number" from 1 to 4 as well as an "Updated Preference Number" with that same number (the updated preference number may be changed during the lottery process). Unpopulated columns for "Random Order Number," and "Applicant Grade Rank," will also be included.

Preferences in the lottery process are assigned based on the following order of priority:

1. Members of the same household of either any currently enrolled student or any student placed in the Final Enrollment Pool;
2. Children of Governing Board members and full-time employees of our charter school (not to exceed 5% of total enrollments in one year);

3. Applicants who were wait-listed in the prior year's enrollment cycle that were never offered enrollment during the prior academic year;
4. Applicants who reside in the Primary Recruitment Area;

The above preferences are consistent with and largely mirror the recommendations for preferences under West Virginia law. The preference for members of the same household has priority over all other preferences and is immediately applied to all other members of the same household upon the assignment of any member of that same household to the Final Enrollment List, so this particular preference can change at any time during the lottery process. Additionally, the preference for children of governing board members and full-time employees cannot exceed 5% of total enrollment, and so once preferences in the amount of 5% of total enrollment have been assigned, no more new applicants can be selected under this preference. All other preferences are set in place before the lottery process begins and do not change.

All new applicants who applied prior to the deadline in grade levels for which the lottery must be held shall be included in the lottery process. New applicants will be assigned a random number between 1 and the number equal to the total number of new applicants in the lottery, with no number assigned to more than one new applicant (this number is the "Rank" for each applicant for purposes of the lottery process). Applicants are then stratified by grade, preference level, and Rank and the selection process begins selecting students one by one following the manner described herein and consistent with Policy 3300.20. After every selection that impacts a preference, adjustments to the preference stratification shall be made. When an applicant is selected then that applicant will be added to the Final Enrollment Pool, offered enrollment, and included along with all re-Enrolled students in West Virginia Academy's enrollment thereafter.

All new applicants participating in the lottery process who are not placed on the Final Enrollment Pool through the lottery shall be assigned to the Wait List by grade based on their Updated Preference Number and then Rank as of the end of the lottery selection process (preference order shall not be updated further based on any assignments to the Wait List). Applicants who applied after the application deadline but before the lottery date shall then be added to the Wait List in the order such applications were received. Applicants who applied after the application deadline but before the lottery for grade levels with available capacity shall be added to the Final Enrollment Pool in the order that such applications were received one by one until capacity for such grade level is met and then such applicants shall be added to the Wait List. The lottery process shall then conclude.

All new applicants placed in the Final Enrollment Pool are announced and notified (offered enrollment) via email and automatically enrolled. Any students so enrolled may opt-out at any time by submitting notice to the school and enrolling in another school or homeschool.

After the application deadline has passed, applications will remain open until the last day of October, the day before the re-Enrollment process for the following year begins. An applicant may submit an application after the deadline for the current year as well as pre-register for the following year.

Appendix B: Internal Control and Conflicts of Interest Policies

WEST VIRGINIA ACADEMY, LTD. INTERNAL CONTROL POLICY

This document sets forth the general guidelines that constitute the internal control policy of West Virginia Academy (hereinafter “WVA”). The President, Treasurer, and Secretary of WVA (hereinafter the “Officers”) shall establish, implement, and maintain an effective internal control environment. Internal control practices must provide reasonable assurance that transactions are properly recorded and accounted for in order to permit the preparation of reliable financial statements, federal reports, state reports, and any reporting for purposes of grant funding or donors, as applicable.

ARTICLE I INTERNAL CONTROL OBJECTIVES

The primary objective of this Internal Control Policy is to direct the Officers to establish and maintain clear internal control practices and operations that:

- (i) protect the assets and financial well-being of WVA from loss from unauthorized uses or dispositions as well as from inefficient or ineffective operations and spending;
- (ii) ensure that WVA’s financial information is reliable and accurate;
- (iii) ensure compliance with all applicable state and federal laws related to reporting, funding sources, and disbursements of funds including compliance with any statutes, regulations, and terms and conditions of any awards;¹
- (iv) safeguard personal records including personally identifiable information of students, faculty and staff as well as comply with all state and federal laws in relation to student records; AND
- (v) achieve the unique mission and objectives of WVA as an educational institution.

ARTICLE II GUIDELINES FOR ESTABLISHING INTERNAL CONTROL PRACTICES AND OPERATIONS

The Officers shall consult with accounting professionals as well as state and federal regulations and guidance in the establishment of WVA’s practices and operations that constitute its internal control environment and apply best practices utilizing industry standards as reasonably applied.

Practices and operations established by the Officers for purposes of WVA’s internal control environment should adhere to the following principles and guidelines of effective internal controls as appropriate commensurate with the internal control risk related to each activity:

- (1) Provide for adequate segregation of duties including separation of the responsibilities for authorization, recording, processing, and reviewing transactions;

¹ Compliance with state and federal law may include compliance with internal control standards as established by the Comptroller General of the United States, binding regulatory guidance by the U.S. Department of Education (to the extent applicable to federal sources of funding), as well as guidance by the U.S. Office of Management and Budget, however, such resources should also be consulted and modeled for purposes of establishing best practices for individual internal control practices, as appropriate.

- (2) Ensure staff are adequately trained in internal control processes as well as cross-trained to permit separation of duties and backup processes;
- (3) Verify access to assets is limited to only appropriate personnel and job functions by using best practices with respect to key codes, security, electronic access, and password usage;
- (4) Provision of forms that are clear and direct users to follow proper internal control procedures and provide appropriate records so that transactions are recorded to the proper accounts;

ARTICLE III
MONITORING THE INTERNAL CONTROL ENVIRONMENT

The Officers shall evaluate and monitor WVA’s compliance with this policy. The Officers shall regularly (not less than annually) assess internal control weaknesses or limitations and verify that internal controls are not being overridden. The Officers shall maintain a positive attitude with regards to the internal control processes and encourage all employees of WVA to strictly adhere to the internal control processes. In the event that an instance of material noncompliance with internal controls is identified, including, by way of example and not limitation, any identification of a material internal control weakness during a financial statement audit or review, the Officers shall notify the Governing Board in writing and shall take prompt remedial action to cure any such internal control weakness.

WEST VIRGINIA ACADEMY, LTD.
CONFLICT OF INTEREST POLICY

Article I
Purpose

The purpose of this conflict of interest policy is to protect the interests of West Virginia Academy Ltd., a West Virginia non-profit Corporation (hereinafter the “Organization”), when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement, but not replace, any applicable West Virginia and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

Article II
Definitions

- 1. Interested Person.** Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.
- 2. Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:
 - a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement,

b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or

c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

d. Compensation includes direct and indirect remuneration as well as gifts or favors that aren't insubstantial. A financial interest isn't necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III Procedures

1. Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. Determining Whether a Conflict of Interest Exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he or she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. Procedures for Addressing the Conflict of Interest.

a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain, with reasonable efforts, a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

d. If a more advantageous transaction or arrangement isn't reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflict of Interest Policy.

a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV
Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the decision of the governing board or committee as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V
Compensation

a. A voting member of the governing board who is being considered for a position or contract that would receive compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation, it being noted that such member must resign from the governing board if such position or contract is approved by the remainder of the governing board prior to the effective date.

b. A voting member of any committee, other than a member of the governing board, whose jurisdiction includes compensation matters and who is being considered for a position or contract that would receive compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who is under consideration for a position or contract that would receive compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI
Annual Statements

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

a. Has received a copy of the conflict of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities that accomplish one or more of its tax-exempt purposes.

Article VII
Periodic Reviews

To ensure the Organization operates in a manner consistent with charitable purposes, and doesn't engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted by the board of governors or by a committee authorized by the board of governors. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent information, and the result of arm's length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and don't result in inurement, impermissible private benefit, or in an excess benefit transaction.

c. When conducting the periodic reviews, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Appendix C: West Virginia Academy Primary Recruitment Area Description

WEST VIRGINIA ACADEMY, LTD PRIMARY RECRUITMENT AREA

The West Virginia Academy Primary Recruitment (PRA) boundary line begins at the Monongahela River immediately to the south and west of the intersection of Patteson Dr. and Monongahela Blvd. (US 19 WV 7) and then proceeds in a straight line to the south and west across the Monongahela River to the intersection of Dent Run Boulevard and Main Street in Granville. The line continues along Dent Run (to the SW and then SE) to the intersection of Fairmont Road (US 19) and Dent Run Boulevard in Westover, WV and continuing SE along the southern boundary of Westover City Park and there crossing Dupont Road. From there the line proceeds almost directly East to the mouth of Deckers Creek (crossing River Road and the Monongahela River). The boundary follows Deckers Creek (going SE) past High Street and follows the bend in the creek to Spruce Street and then continues NE along Spruce Street to the intersection with Willey St. From there the line proceeds briefly in a SE direction along Willey St. and then continues in a NE direction along North Willey Street (US 119) and continuing on to Mileground Road and then to Cheat Road where the line intersects with I-68. The line then proceeds along I-68 to the Sabraton exit and proceeds south along Earl Core Road (US 7) ½ mile to Summer School Road then ½ mile south in a straight line, then proceeding approximately ½ mile to the south and west of Earl Core Road (US 7) for approximately 12 miles to intersect with the incorporated area of Reedsville, continuing along and including the incorporated area of Reedsville until ½ mile to the north and east of US 7 and then continuing for approximately 10 miles to the north and east of US 7 to the intersection with Tyron Avery Road (which area includes the incorporated regions of Reedsville and Masontown). Then the line follows Tyron Road north and east for approximately 4.5 miles until it ends at an intersection with Cheat Road. Then the line proceeds east along Cheat Road to the bridge across Cheat Lake on the west side. From the Cheat Road Bridge with Cheat Lake on the West Side, south and east along Cheat Lake to Quarry Run then north and along Quarry Run to the I-68. The boundary continues E on I-68 for approximately 17 miles to the Hazelton exit in Preston County and then proceeds N very briefly along Glen Farms Rd, E very briefly along Moyers Rd. and then N along Hanlin Rd., then E along Moyers Road, then N along Wayne Brown Rd and then N across the North Preston Highway to a point that is ¼ mile north of North Preston Highway. The boundary then proceeds West and South along a point ¼ a mile to the north of the North Preston Highway until the incorporated area of Bruceton Mills, WV at which point the boundary continues along a point ½ mile north of the I-68 west to Cheat Lake, WV to the point ½ mile north of I-68 and directly south of the intersection with Fairchance Road and Morgan Run Road. From there the boundary then runs precisely N to said intersection and then continues along Morgan Run Road to the Cheat Lake Park and then continues in a W/SW line toward the northernmost border of the University High property. The line then continues E to the Monongahela River. From there, the boundary follows the Monongahela River to the starting point to the south and west of Patteson Dr. and Monongahela Blvd. (US 19 WV 7).