

West Virginia Charter School Contract

THIS CHARTER is entered into as of the
15th day of February, 2023
("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

M.E.C.C.A. Business Learning Institute, Inc. (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.

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

School shall mean the nonprofit West Virginia 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 July 1, 2024, and ending on June 30, 2029, 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 6 through 12 at approximately the same age levels as in noncharter public schools, although it is the intention of the School to offer grades 6 and 7 starting in the Fall of 2024 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. 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 or other information to show that its operations below the Minimum Enrollment are financially and programmatically 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 975 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.

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

The School shall conduct its initial marketing plan in accordance with the “Targeted Marketing” and “Student Recruitment” provisions of the “Student Enrollment Plans and Policies” section of the

Application. Thereafter, the School shall continue such aspects of its initial marketing plan as 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, for instance, increase its reach to historically underserved populations within the traditional public school system.

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

A. School Objectives

1.1. Mission Statement.

The aim of the School is to educate middle through high school students on the fundamental theories and practices of business with a focus on leadership, entrepreneurship, and finance in an innovative, high quality, academically challenging, but fulfilling, environment.

1.2. Vision Statement.

Students will graduate prepared to lead and or conduct business competently in a global society, function as responsible citizens, and realize their potential as productive contributors in the 21st century. The school is a career academy, offering students a combination of academic and vocational curricula. The School will enhance the job prospects of students without compromising academic goals and preparation for postsecondary education.

Improving educational outcomes involves recognizing and understanding that student mindsets, such as motivation and self-belief, have significant impact on student performance and achievement. The business infused curriculum will support the expansion of students' ability to solve problems in both conventional and innovative methods, communicate effectively, acquire financial literacy and business knowledge, analyze arguments and opinions, and think critically. Students will be prepared to take initiative and be proactive, as well as prepared to find solutions to problems.

2. Education Program and Curriculum.

The School is designed to support student exploration of business, entrepreneurship, and leadership starting in middle school. The School will offer students a rigorous curriculum in core subject areas (reading, math, language arts, science, and social studies) that is infused with business topics including analytics, marketing, economics, financial accounting, ethics, and leadership. The activities and projects will immerse students in business challenges across a variety of industries, foster development of business intuition through interactive learning exercises, and prepare them to join a global business community. The curriculum will introduce and lay a foundation for careers, such as Accountants, Bookkeepers, Management Consultants, and Technology Support.

Each year, students will:

- Engage in discussions, projects, and other learning opportunities about business subjects, entrepreneurship, and leadership;
- Attend presentations from business industry guest speakers and speak with successful leaders across the industries of, for example, finance, entrepreneurship, entertainment, real estate, and retail;
- Receive coaching in organizing, studying, and communication;
- Develop and enhance leadership skills through collaborative teamwork;
- Work in teams to design and present an original business plan, evaluated by a panel of business professionals;
- Be invited to participate in weekend and evening cultural and social activities; and
- Test their potential as future business professionals.

3. Innovation.

Business Education is the academic theme of the School, and the curriculum is based on national standards developed by the National Business Education Association and Consortium for Entrepreneurship Education. Business courses will provide a course of study pathway starting in grade 6 and continuing through grade 12. Each course will have standards reflective of developing the skills and knowledge necessary for entry to and graduation from college, as well as pursuing a career or entrepreneurial opportunity in business. The business curriculum offers opportunities for students to gain insight on business; be introduced to accounting, finance, and entrepreneurship; learn essential financial literacy skills; and receive guidance on planning for the future.

The middle school program is designed to explore the nature of business via a micro economy and to study related careers. Classes will emphasize typing and using the computer while studying applications in business-related careers. In sixth grade, students will develop a research paper on a business leader or entrepreneur. In seventh grade, students will develop a research paper on inventions. In eighth grade, students will develop a business or business plan. The School's annual business symposium, community service, and leadership activities will provide opportunities to apply essential standards and workplace readiness skills through authentic experiences.

The high school program is modeled after small businesses that drive the American economy. Students will learn how to run a small business; manage the day-to-day operations of a school store; manage purchases, returns and other transactions on a cash register; order and stock merchandise; track sales; manage inventory; apply pricing strategies using a break-even point; calculate a return on investments; and speak with customers, supervisors, and vendors appropriately.

Each year, all students will engage to some degree in career study.

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

Subject	Number of Credits
English Language Arts	4
Math	4
Science	3
Social Studies/History	4
Physical Education	1
Health Education	1
The Arts	1
Personalized Education Plan	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) Core studies:

i) Students generally will acquire, integrate, and be able to use, foundational skills and knowledge in the core learning areas of Reading – English – Language Arts (RELA), Math, Science, and Social Studies; exhibit growth in academic achievement; and demonstrate college and career readiness by high school graduation. Students will acquire and/or further develop strong foundations in RELA and math; be able to conduct inquiries using the scientific method; and understand core elements of society and factors that affect society.

ii) Each year, all students will be asked to demonstrate:

- Reading and writing proficiency in all core learning areas, with annual average student growth increasing up to a high level as determined by the School.
 - Conceptual understanding in each area of study, language fluency, and the ability to generalize in mathematics.
 - By the end of the second year of operation (2025–2026), at least 10% of students studying a language for the first time at the School will transition from No Proficiency to Elementary Proficiency in the language as measured by the ACTFL (American Council on the Teaching of Foreign Languages) proficiency assessment, and in following years, proficiency levels will increase up to a high level as determined by the School.
- iii) Student proficiency and growth: All of the School’s students will be given the West Virginia General Summative Assessment (WVGSA) as appropriate for each relevant grade. The School will use these measures in the following goals.
- In the first–third years of operation, the school will establish baseline testing rates in all measures examined.
 - In the fourth year of operation (2027–2028), students will demonstrate at least 10% growth from the established baseline testing rates in at least half of the measures examined.
 - In the fifth year of operation (2028–2029) and the years that follow, the proficiency of students will reflect scores at least 10% over state average proficiency rates.
- iv) Achievement gaps by subgroup: Regarding possible 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 achievement gaps in both student proficiency and student growth between student subgroups, including race, sex, socioeconomic status, and areas of exceptionality to the Authorizer. Achievement gaps 30 percent or above 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.
- v) The School intends that the percentage of students participating in, and achieving a passing score, on Advanced Placement courses will increase annually until reaching high rates, as determined by the School.
- b) Business:
- i) Students generally will become competent in business as appropriate to their grade level, including knowledge of business disciplines and related topics and the core facets of the global business environment. Graduating students will demonstrate content-specific knowledge in the functional areas of business sufficient for continued business studies at a postsecondary institution, entrance into the corporate environment, or launching their own businesses.

ii) Each year, at least 50% of students will participate in the School's Business Symposium.

c) Values:

i) Students generally will be educated to become personally and socially responsible citizens with the capability of understanding their own as well as other cultures and societies. Students also generally will become able to make educated and principled decisions. This education includes the global environment of business; the importance of ethical and legal responsibility; and how to contribute as a productive member of a team.

ii) Each year:

- At least 50% of students will complete a target number of hours in service learning for their grade (including, as appropriate, students with special needs).
- At least 50% of students schoolwide will receive and complete a Strengths and Difficulties Questionnaire (with a comparable questionnaire for students with special needs).

d) By year six of operation, the School will have a graduation rate of at least 90 percent.

2) Other Goals:

a) By the end of the second year of operation (2025–2026):

- 75% percent of non-graduating students will re-enroll (measured the following fall);
- The staff turnover rate will be below 25%; and
- The School will begin to publicly report the proportion of students who report enjoying a positive school culture on an objective survey.

b) Student attendance, suspensions, and withdrawals:

- By the end of the fourth year (2027–2028), 90% of students will be attending 90% or more instructional days.
- By the end of the second year and thereafter, compared with comparable noncharter public schools, any gap in attendance, suspensions, and required withdrawals that is 30 percent or above noncharter 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.

c) 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.

d) 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.

- e) If during the term of this Charter the School substantially meets all goals 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. Such renewal shall not be unreasonably denied.
- f) If the School has generally been showing improvement toward its goals over the course of its Charter term, the Authorizer will consider the school as making progress toward meeting its goals.
- g) 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 consider the School out of compliance and may require remediation and may revoke or deny renewal of the Charter.
- h) 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 success or relative success of the School.

3. Lack of Data for Comparability: In the event that any comparable noncharter public school data is not available via the State accountability system with respect to any measure described 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.

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

The School agrees to participate in the State accountability system. The School also agrees to follow all State guidelines and regulations for administering tests under 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. The School is subject to the Student Data Accessibility, Transparency, and Accountability Act pursuant to §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. Authorizer Oversight (§§18-5G-9(b)(3)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 annually assess, formally, whether the School is delivering the educational program and other components defined in the charter contract, and may receive and review information about the School upon request, including site visits, which may result in the finding of a deficiency. These efforts will focus primarily on whether the School is meeting or making progress towards its goals in Section IV.A of this Charter. Additionally, the Authorizer will monitor whether the School’s overall academic, operating, and fiscal conditions comply with State and Federal law and show financial solvency. 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 other methods, as agreed upon by the Authorizer and the School. Scheduled site visits will be conducted at least annually or 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 contractor as determined necessary by 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. 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. The School’s exceptionalities plan: The School’s plan currently includes, but is not limited to:
 - a. Using a battery of assessments, administered during orientation, students’ current level of functioning will be determined for reading and math. The information gathered will inform development of the Students’ Learning Plan (SLP), schedule, and initial support for Flex learning. Students with an IEP or 504 plan or considered an English Language Learner will have goals and accommodations as part of the SLP. There will be a review of the SLP during

marking periods to help monitor and support students who may be struggling. Based on this initial screening through the SLP development, the School will implement interventions and reassessments.

- b. For all students, including those not covered by an IEP or 504 plan, if planned interventions are not successful, classroom teachers will denote in the SLP the learning concerns, the interventions attempted, and, if needed, a recommendation for an official screening by the School's Exceptional Populations Office. Parents and guardians will receive formal notice before the School proposes to initiate or change the identification, evaluation, or educational placement of a student.
- c. When a new student with an IEP enrolls in the School, the School's Exceptional Populations Office will carefully review the student's IEP in conjunction with the SLP and determine if the initial assessments are appropriate for student support. The School's learning teams and Exceptional Populations Office will engage as appropriate to design additional strategies to support student engagement and success.
- d. Students identified as having a learning disability or other special needs throughout their education at the School will be eligible to receive a range of services and accommodations. Following applicable laws and regulations, the School's Exceptional Populations Office will develop an Individual Education Plan (IEP) for those students, including the least restrictive, most appropriate placement that will allow the student to progress in the general curriculum and attain the annual goals in the IEP. For students who require a separate setting outside of the general education environment, learning opportunities will be planned for, structured, and implemented based on the needs of the learner, based on advisement and coordination with the learner's prior school district, as applicable.
- e. Regarding students who are English language learners (ELLs) or bilingual students, and students who are academically behind and gifted:
 - The School will reach out to parents of ELLs to encourage and support their participation. The School will use redesignation when appropriate, which is a process to determine when ELLs are Fluent English Proficient and can transition successfully to classrooms with minimal support. When the School determines an ELL is Fluent English Proficient, the School will monitor the student's linguistic and academic progress for two years. If the student is not progressing academically as expected, and monitoring suggests persistent or developing language need, the School will consider re-evaluating the student's English language proficiency level and determine if additional English Language Development services are necessary. If the student is entered or re-entered into the English Language Development program, the School will document the rationale and provide notification to and receive consent from the parent/guardian(s).

- The School recognizes that advanced learners need less grade-level work, more faster-paced lessons, and more opportunities to work with other gifted students. The School will appropriately support the complex needs of high-ability students within the heterogeneous classroom. These strategies include:
 - Offer the most difficult first. The School will compact the curriculum for high-ability students, which will enable them to skip the part of the content already mastered while receiving full credit for those competencies. Compacting the curriculum frees up students to work on more challenging content.
 - Offer pre-tests to permit students to test out of the material and move to other content.
 - Offer extended learning seminars according to student interests.
- f. Regarding students who are not making reasonable progress: The School will try to determine whether an underlying issue is the root cause of the lack of progress (e.g., anxiety, a learning disability, a condition that makes handwriting challenging, or poor sight or hearing). If such a challenge is found to be a relevant cause, the School will address it with an IEP or 504 plan, including appropriate modifications, based on advisement and coordination with the learner’s prior school district, as applicable.

2. IDEA and FAPE Compliance (§18-5G-14.a.5): The School may alter its plan without informing the Authorizer, but at all times the School shall satisfy IDEA and FAPE, as well as other applicable law, including satisfying at least the following requirements. The School shall:

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

3. 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, as relevant to the grade levels offered, "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."

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.
- 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 the 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 maintain a School calendar that meets or exceeds the minimum number of days and hours of operation required by state law. The School intends to operate with an extended school day relative to Berkeley County. The School will publish its academic calendar at least 90 days prior to the start of each school year and at least 10 days prior to the start of each academic term.

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

The School will provide opportunities for students to engage in activities and clubs designed to enhance and expand their learning. The School intends to offer extracurricular activities related to physical wellness, arts, academics, and civic service. The School intends to pursue grants and volunteers to help cover the operating costs of extracurricular programs.

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

1. 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 within 30 days after 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.
2. The School intends to, but is not required to, use a Positive Discipline philosophy as interpreted by the School, which includes requests for parental cooperation. In creating a school culture where teachers, students, and parents each employ the same response to behavior techniques, the School intends to establish clear expectations of student behavior against a backdrop of consistent situational responses.
3. The School recognizes that specific protections with regard to discipline apply to students with disabilities. The School will adhere to the disciplinary procedures mandated by IDEA.

D. Food Service (§18-5G-8.b.17).

The School plans to, but is not required to, participate in the National School Breakfast, National School Lunch, and West Virginia Feed to Achieve program. The School also plans to, but is not required to, participate in the After-School Snack Program and the Summer Meals Program.

VII. Student Enrollment, Recruitment, and Retention

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

1. Primary Recruitment Area. The School’s primary recruitment area is Berkeley County. The Governing Board shall inform the Authorizer of any change to its primary recruitment area within a reasonable amount of time after such change.
2. Student Enrollment Preferences. (§18-5G-11.a.7) Students enrolled in the School are not required to reapply in order to reenroll in subsequent years.
3. Student Enrollment Plan (§18-5G-8.b.7): The School will endeavor to follow the “Enrollment Timeline” provisions of the “Student Enrollment Plans and Retention Policies” section of the Application. Once an applicant has been offered a seat at the School, the parents will be directed to log in to SchoolMint to complete the three-step registration process: First, accept the offer. Second, complete the registration. Third, upload the required documents to finalize enrollment.
4. System for Transparent and Random Admissions Lottery (§18-5G-11.a.8): The School will set a deadline for Open Enrollment each year. If the number of applications submitted within the Open Enrollment period exceeds the number of seats available for any grade level, a system-generated random lottery will be processed to determine who is offered a seat.

In the event that a lottery is necessary, the School will assign each applicant a number, and school staff will maintain a “key” with the names and numbers. The School will use SchoolMint, which is enrollment management software, for computer-generated randomization, to ensure a random lottery without the possibility of human bias or error.

In a drawing event that will be open to the public either in person or virtually (or both), the School will draw names one at a time until all slots are filled, and will continue to draw names to determine the order of students on the wait list. Each family will be made aware of the position of its student(s) on the wait list at the conclusion of the process.

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 School shall undergo a criminal history check before being hired by the School (§18-5G-3.c.11). It is the School’s responsibility to obtain a criminal history check of all school employees and to obtain proof of citizenship or eligible alien status.
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 Staff Handbook, provided in the Application as Attachment 6, is incorporated by reference. Should the Handbook be amended, the School shall provide a copy to the Authorizer within 30 days of the change.

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 Internal Control policy is described in the Application in the "Proposed fiscal and internal controls" provisions of the Finance Section of the Application, which is incorporated by reference. If the School amends any of these policies, it shall provide notice of the same to the Authorizer within 30 days.

X. Facilities

- A. The School intends to locate a property that will support both the startup and long-term facility needs of the School. Prospective locations for the School are discussed in the Application. The School must notify the Authorizer of the site's location no later than 90 days before the school begins operations (other than for preparing the facility for occupancy), including a formal mailing address for 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 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 at least to the extent required by law, and 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 (in Attachment 4), 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 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 "Governance Structure" provisions specified in the "Governance" section of the Application, which section 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. If the School desires to contract with any public or private nonprofit or for-profit education management organization, school design provider, or any other partner entity for educational design, implementation, or comprehensive management, it must receive authorization from the Board. The School's organizational chart is provided in Attachment 14 of the Application.

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 a five-year period 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” at the discretion of the Authorizer, 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)(e) above. The Early Renewal process shall apply the standards in Section IV(A)(1)(e) 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)(e) 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 identified and unaddressed after notice, if 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 “Pre-Opening Plan” from the “Start-Up and Operations” section of 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 “Governance” section of the Application, and that plan is incorporated herein by reference. The School will adhere to this plan under Authorizer supervision and with Authorizer support. If the School desires to change this plan, it shall submit the proposed changes to the Authorizer for possible approval before implementing any such changes.

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

The School intends to hold parent-teacher conferences; to use an electronic student information system to foster parent involvement; to sponsor a Parent Organization; and to distribute parent surveys to better understand parent satisfaction with the School. The School intends that results of parent surveys will be included in Annual Reports.

The School plans to request parental involvement, which may include, for example:

- Assisting with after-school clubs;
- Volunteering in the classroom;
- Volunteering/chaperoning at academic endeavors that support the School's curriculum, field trips, and other school functions;
- Volunteering to support service learning opportunities;
- Library organization and operations assistance;
- Assisting teachers with classroom preparations and needs;
- School and community beautification projects;
- Supporting fundraising goals; and
- Serving on committees.

D. Ethics Standards (§18-5G-8.b.19).

The School's Financial Code of Conduct, which details conflict of interest standards, is incorporated here from the "Finance" section of the Application. The School will maintain this Code and will comply with applicable law regarding financial and ethical codes of conduct. Governing Board members will also complete and adhere to the "Ethics Determination and Certification Form" in the Application. If the School changes any such policies, any changes must remain compliant with applicable law and must be communicated to the Authorizer within seven days.

E. Funding Allocations and Payments.

Authorizer will advocate to appropriate government bodies as needed to help ensure that all due funding, including student per-pupil funding, federal funding, and any county-level funding, is allocated and provided to the School.

F. Five-Year Budgets

The School will provide to the Authorizer an updated enrollment projection and balanced budget for each new school year and will endeavor to follow the budget estimates provided in Attachment 2 of its Application. The School will report to the Authorizer any changes to individual line items in its budget that exceed \$50,000.

G. Transportation

The School may try to persuade the local public school jurisdiction to provide transportation services. The School acknowledges that the Authorizer has no authority over transportation decisions by county school boards, the state Department of Education, or the state Board of Education. The Authorizer acknowledges that the School is not required to provide transportation to students.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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.

M. 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.

N. 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.

- O. 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.

- P. 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.

- Q. 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.

- R. 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.

- S. 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 School or Governing Board:

MECCA Business Learning Institute, Inc.
Attention: Board Chair
303 W. Washington St.
Charles Town, WV 25414

or
boardchair@mbef-cca.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

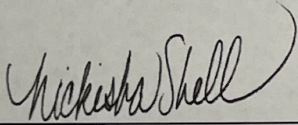
adam.kissel@wvpcsb.org, so long as Adam Kissel is Chairman of the Authorizer

or

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

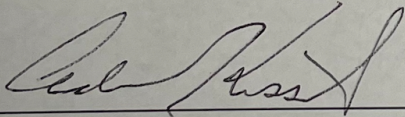
The parties agree to this Charter.

For the Governing Board:



Nickisha Shell, Board Chair
MECCA Business Learning Institute, Inc.

For the Authorizer:



Adam Kissel, Chairman
West Virginia Professional Charter School Board