



Charter School Application Form

Version 1.1, August 2022

About the West Virginia Professional Charter School Board

The mission of the board is to authorize high-quality public charter schools throughout the state that provide more options for students to attain a thorough and efficient education, particularly through schools designed to expand the opportunities for at-risk students. Thank you for your interest in expanding educational options in West Virginia. The Professional Charter School Board recognizes that time is limited. To comply with West Virginia's charter school law, we nevertheless require thorough responses to the following questions. Please feel free to include additional pages or appendices. If you have questions about the application or the standards of review, please contact James Paul, Executive Director, at james.paul@wvpcsb.org.

General Information

Name of Proposed School: Clarksburg Classical Academy

Primary Contact for Application

Name: Brigadier General Christopher Walker

Phone Number: [REDACTED]

501(c)(3) Status

Receipt Number: NA

Date Obtained: TBD

If this status has not yet been granted, date of submission of application: 08/31/2023

Charter School Type (Select One)

- X Start-up charter school—a public charter school that did not exist as a noncharter public school prior to becoming a public charter school.**
- Conversion charter school—a public charter school that existed as a noncharter public school before becoming a public charter school.
- Program conversion charter school—a program within an existing noncharter public school that is either preexisting and converted or newly created to become a separate and discrete program.

Is your application for a virtual charter school?

- Yes
- No**

If yes, will educational services be provided through:

- a synchronous, online program
- a learn at your own pace, asynchronous program.

Will you hire an Education Service Provider?

- Yes**
- No

If yes, provide the name of the Education Service Provider: **ACCEL Schools**

Enrollment

What student ages and grade levels will be served by the school? (§18-5G-8.b.14). K-8

What will be the maximum student enrollment at capacity? (§18-5G-8.b.14). 600

What are the planned minimum and maximum enrollment levels per grade, per year? (§18-5G-8.b.14). A table may be placed here or on another page. See below.

Minimum Enrollment						
Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5	At Full Capacity
Pre-K	20	20	20	25	25	25
Kindergarten	20	20	20	25	25	25
First	15	20	20	25	25	25
Second	15	20	20	25	25	25
Third	15	20	20	25	25	25
Fourth	15	20	20	20	25	25
Fifth	15	20	20	20	25	25
Sixth	15	15	20	20	25	25
Seventh	10	10	20	20	25	25
Eighth	10	10	20	20	25	25
Ninth						
Tenth						
Eleventh						
Twelfth						
Total	150	175	200	225	250	250

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

Acknowledgements/Assurances

- A charter school that is authorized by the Professional Charter School Board will be subject to the oversight of the Professional Charter School Board for operating in accordance with its approved charter contract and for meeting the terms and performance standards established in the charter contract.
- The charter school will not charge tuition and will only impose fees that are imposed by local non-charter public schools.
- The charter school will not, whether through the enrollment process or general operation of the school, put in place requirements or practices that would exclude from enrollment any child at the charter school who would not be excluded at a non-charter public school.
- The charter school's admission and enrollment processes are void of discriminatory practices, and admission materials will include a non-discrimination statement indicating that all applicants, including those with exceptionalities, are eligible to attend.
- Pursuant to W.Va. Code §18-5G-11(a)(6), the charter school shall not discriminate against any person on any basis which would be unlawful, under state or federal law, for non-charter public schools in the school district. Provided, 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.
- Pursuant to W.Va. Code §18-5G-11(a)(7), a charter school may establish certain enrollment preferences.
- Pursuant to W.Va. Code §18-5G-11(a)(8), if a school has excess capacity after enrolling students to whom an enrollment preference has been established, all remaining applicants will be chosen through a random selection lottery.
- Pursuant to W.Va. Code §18-5G-11(a)(1), a charter school's recruitment effort shall include all segments of the student populations served by noncharter public schools of comparable grade levels.
- The charter school will appropriately evaluate students and comply with all federal requirements, 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); and Section 504.
- In accordance with Section 504 and the ADA, no otherwise qualified individual 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 a charter school. Charter schools shall create, maintain, and implement a service plan and provide accommodations for each student determined to be eligible for such services.

The governing board and charter school will comply and respond to requests received pursuant to the Freedom of Information Act (W.Va. Code §29B-1-1 et seq.).

The governing board will conduct its business in compliance with The Open Governmental Meetings Act (W.Va. Code §6-9A-1 et seq.).

The charter school will adhere to the same immunization requirements that are applicable to non-charter public schools.

The charter school will adhere to the same compulsory school attendance requirements that are applicable to non-charter public schools.

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 non-charter public schools under W.Va. Code §18-5-45.

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, the West Virginia Board of Education's Procedures for the Collection, Maintenance and Disclosure of Student Data (Policy 4350), and the Federal 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, will be 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-3(c)(8), the charter school will use the West Virginia Education Information System (WVEIS) to report all data required by statute or the charter contract.

Pursuant to W.Va. Code §18-5G-3(c)(10), the governing board and charter school will meet the same accounting and financial reporting requirements required of non-charter public schools, including, but not limited to, participation in the State Auditor's financial transparency website.

Pursuant to W.Va. Code §18-5G-3(c)(13), the charter school will adhere to the same building codes, regulations, and facility fees that apply to non-charter public schools under Chapter 18 of the W.Va. Code, including the West Virginia State Fire Marshal inspections and certificate of occupancy certificate requirements.

Pursuant to W.Va. Code §18-5G-3(c)(14), the charter school shall be subject to the same student transportation safety laws applicable to public schools when transportation is provided.

The charter school shall obtain all required occupation and operation certificates and licenses prior to the first instructional day for students.

The charter school shall assure that no elected official is receiving, or will receive, monetary compensation if the charter school proposed in the charter school application is authorized.

Every charter school teacher will be certified by the West Virginia Department of Education, or will satisfy each of the following requirements, as certified by the school:

- Is a citizen of the United States or otherwise holds a valid credential to be employed in the United States
- Is 18 years by the time the teacher begins instructional duties
- Is physically, mentally, emotionally, and morally qualified to perform the duties of a teacher, as determined by the charter school
- Meets the charter school's requirements for employment, including relevant academic or occupational qualification or experience that reasonably indicates the applicant will perform his or her instructional duties competently; and
- Passes a criminal history record check and fingerprinting requirements applicable to noncharter public schools in West Virginia.

The charter school will participate in the state accountability system and follow state guidelines and regulations for administering state tests and providing necessary data for state reporting.

Pursuant to W.Va. Code §18-5G-5(d), the charter school will remit an oversight fee to its authorizer, not to exceed one percent of the charter school's per-student funding in a single school year.

Members of a charter school governing board shall:

- Not be an employee of the charter school administered by the governing board
- Not be an employee of an education service provider that provides service to the charter schools; and
- File a disclosure report to the Professional Charter School Board identifying potential conflicts of interest, relationships with management organizations, and relationships with family members who are employed by the public charter school or have other business dealings with the school, the management organization of the school, or any other public charter school.
- Collectively possess expertise in leadership, curriculum and instruction, law, and finance; and
- Be considered an officer of a school district under the provisions of W.Va. Code §6-6-7, and removal from office shall be in accordance with the provisions of that section.

The governing board for the charter school will consist of no fewer than five members, including at least the following: Two parents/guardians of students attending the charter school operating under the governing board (these members may be identified after enrollment has occurred); and two members who reside in the community served by the charter school (who may also be the parent/guardian board members).

Pursuant to W.Va. Code §18-5G-11(d), each charter school will certify annually to the State Department of Education and to the county board of the school district in which the charter school is located its student enrollment, average daily attendance and student participation in the national school lunch program, special education, vocational education, gifted education, advanced placement and dual credit courses, and federal programs in the same manner as school districts.

Mission and Vision

Provide a brief mission statement for the school. (§18-5G-8.b.1).

The *mission* of Clarksburg Classical Academy is to allow students to become productive global citizens of the world by providing them with a world-class, high-quality education.

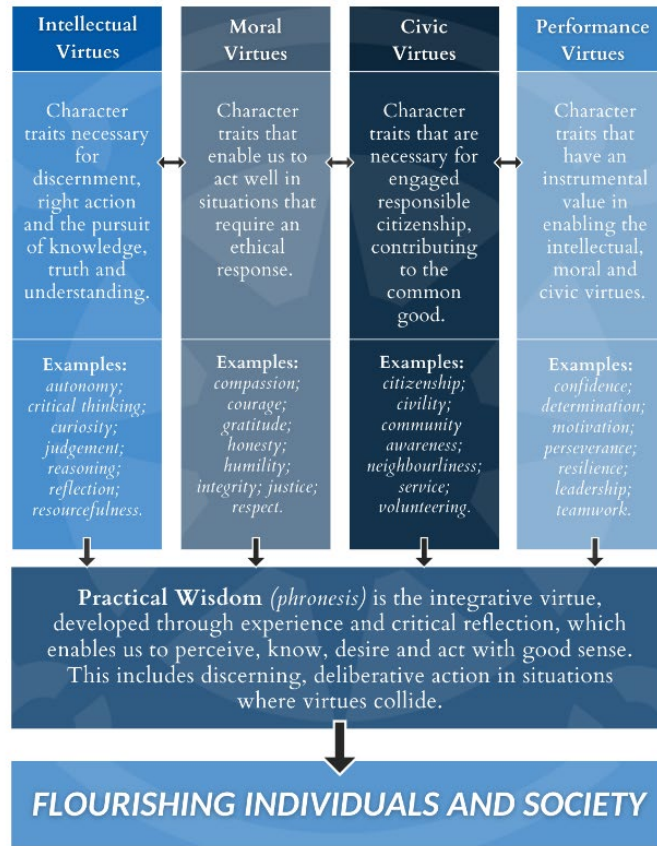
Provide a brief vision statement for the school. If the school will have a specialized academic focus, describe it here. (§18-5G-8.b.1).

Our *vision* is to become a school that provides highly qualified, high school and college-ready students. The school’s curriculum model embraces standards-based classical instruction, uses research-based resources within a framework of best practices, and fosters appropriate engagement to produce students who are considered highly qualified applicants for high school and college. Research shows that the four components of high school and college readiness are: cognitive strategies, content knowledge, self-management skills, and knowledge about postsecondary education. With this understanding in mind, our school embeds the very components that foster high school and college readiness.

Classical education is the tradition of education that has emphasized the seeking after of truth, goodness, and beauty and the study of the liberal arts and the great books. The liberal arts are grammar, logic, rhetoric (the verbal arts of the trivium), arithmetic, geometry, music, and astronomy (the mathematical arts of the quadrivium). The classical approach teaches students how to learn and how to think. The trivium follows the developmental stages of children, known as the grammar, logic or dialectic, and rhetoric stages. In the grammar stage (K–6), students are naturally adept at memorizing through songs, chants, and rhymes. If you can get children in this stage to sing or chant something, they will remember it for a lifetime. In the dialectic or logic stage (grades 7–9), teenage students are naturally more argumentative and begin to question authority and facts. They want to know the “why” of something—the logic behind it. During this stage, students learn reasoning, informal and formal logic, and how to argue with wisdom and eloquence. The rhetoric stage (grades 10–12) is naturally when students become independent thinkers and communicators. They study and practice rhetoric, which is the art of persuasive speaking and effective writing that pleases and delights the listener. This approach to teaching students based on their developmental stage makes this approach very effective.

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

THE BUILDING BLOCKS OF CHARACTER



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

The Jubilee Centre Framework for Character Education in Schools |

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

Another key part of the classical model is the opportunity for students to learn to think for themselves and create their own meaning and opinions. Unlike some traditional classrooms, teacher talk is lessened to allow students to drive and facilitate conversations through robust conversations during a Socratic Seminar or the like.

The school will serve students in grades PK-8 whose families desire school choice. We will provide a safe, secure, and positive individualized learning environment for children as an alternative to traditional public schools that have been ineffective in meeting certain family and student learning needs, or cost-prohibitive private schools. The classical approach appeals to families who want a rigorous academic experience for their child paired with experiences in the arts.

All students have different needs, learn at various rates, and have different learning styles. No one educational program is appropriate for all students. Therefore, students will have a broad experience of activities that engage them in media-rich content, direct instruction, project-based learning, and interest-driven and talent-driven opportunities with a healthy mind and body emphasis all grounded in the classical philosophy. Students will learn from their teachers, peers, and community partners. This broad-based approach to learning will be an exciting and valuable experience in creating lifelong 21st-century learners as well as competent 21st-century citizens. Students will learn and grow with the guidance of Licensed Teachers, Instructional Aides, and Intervention Specialists. The school will provide a safe and nurturing environment, placing a premium on core character tenets such as self-discipline, individuality, and responsibility. The dedicated staff will work in small groups and one-on-one with students, addressing not only their learning issues but also their life situations that have prevented success in traditional schools.

The school is built on a strong foundation of high expectations for academic achievement for all students. A standards-based curriculum that teaches students skills for college and career readiness is fundamental to the teaching and learning program implemented at the school. Teachers will receive on-going professional development in unpacking learning standards so that students develop the skills necessary to successfully advance from one grade level to the next. The curriculum is built on the West Virginia College and Career Ready standards for English Language Arts, mathematics, science, social studies, visual arts, and physical education but takes a classical approach in the materials and instructional practices it uses to support student mastery of the standards.

Educational Program

Provide a detailed description of the school's educational program. (§18-5G-8.b.2). Applicants may discuss accountability measures like academic proficiency, academic growth, achievement gaps, attendance rates, retention rates, and graduation rates.

What curriculum will be used for each grade level? Include textbooks, online materials, and other materials that will be used to deliver educational content.

The school is built on a strong foundation of high expectations for academic achievement for all students. A standards-based curriculum that teaches students skills for college and career readiness is fundamental to the teaching and learning program implemented at the school. Teachers will receive ongoing professional development in unpacking learning standards so that students develop the skills necessary to successfully advance from one grade level to the next. The curriculum is built on the West Virginia College and Career Readiness Standards for English Language Arts, mathematics, science, social studies, visual arts, and physical education.

Starting with research-based curricular materials aligned to the West Virginia College and Career Ready standards, the Head of School, Director of Academics, and teachers will work together to review and develop the curriculum maps and pacing guides for every core subject and grade level. All school curriculum maps and pacing guides will be continuously reviewed and updated to ensure the standards are accurately met.

Curriculum Maps

A curriculum map provides a guide to ensure instruction covers the standards and meets the needs of ALL learners. It documents the relationship between every component of the curriculum and allows teachers to check for gaps and redundancies. It is a process for collecting and recording curriculum-related data that identifies core skills and content taught, processes employed, and assessments used for each subject area and grade level. Curriculum maps in ELA and mathematics are created using the model curriculum and maps from our curriculum resources. We will conduct a gap analysis to ensure the curriculum maps are accurate and fill any gaps with supplemental materials.

Curriculum maps in science and social studies will be developed using:

- West Virginia College and Career Readiness Standards
- A publisher's planning/pacing guide, which may include suggestions for pacing instruction.
- Assessment schedules
- Teacher expertise in grade level and content

The major difference between curriculum maps and pacing guides is that curriculum maps are what will be taught during the current school year, while pacing guides are when and for how long content will be taught. The pacing guides will be developed to provide a timeline for moving through the curriculum.

Pacing Guides

Pacing guides are timelines that show what each teacher covers over the course of a year. Each subject area follows a logical sequence within and between grade levels. The pacing guides will sequence the West Virginia College and Career Readiness Standards in a logical and progressive manner. The pacing guides will outline what is to be taught when it is to be taught, and for how long it is to be taught. The pacing guides will outline the scope – the set of topics that will be studied. The scope is the breadth and depth of the course content. We will have the following goals for our pacing guides:

- To guide teachers to understand what, when, and for how long they are going to teach the standards. We will encourage different teaching styles but want to ensure the standards, assessments, and basic content are taught in a way that will allow our teachers to examine data and make informed decisions to increase student outcomes.
- To allot more time for more in-depth standards. To determine which standards may need more time, we reviewed the West Virginia College and Career Readiness Standards looking for difficult standards, standards with multiple layers or sub-standards.
- To involve teachers in the development and review of the pacing guides. Pacing guides will be reviewed during professional development meetings during summer, weekly grade level meetings, and professional development days in correlation with data review to inform decision-making and adjust pacing, breadth, and depth.

Curriculum maps and pacing guides for Art, Music, and PE will be created by the specialists. When possible, the specialists will work collaboratively with other teachers in our network in the same subject area to develop curriculum maps and pacing guides. For curriculum mapping, the specialists will go through the process of collecting and recording curriculum-related data that

identifies core skills and content taught, processes employed, and assessments used for the subject area (Art, Music, PE) and grade level. The completed curriculum map will then become a tool that helps teachers keep track of what has been taught and plan what will be taught. The pacing guide will be developed in order to help plan the year to enable the teachers to cover necessary material.

Curricular Resources:

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

All classrooms will be equipped with the necessary supplies and equipment to meet the needs of our students. Upon opening each classroom will be equipped with the core curriculum, access to school-wide assessments, whiteboards, and Chromebooks. We will work with technology providers to ensure each classroom has access to the internet and whiteboards will be added to each classroom as funds are available. All specialists will have the supplies and materials needed to provide standards-based instruction. The Academy will also use programs such as IXL and iReady.

What are the school’s student achievement goals? (§18-5G-8.b.3).

- The Academy will earn a rating of “Partially Meets Standard” or above in the areas of Academic Progress, Academic Achievement, English Language Learners, and Student Success as reported on the West Virginia Schools Balanced Scorecard.
- At least 75% of students in grades K-8 continuously enrolled from the fall diagnostic window through the spring diagnostic window will reach their typical growth target in Math and Reading as defined by the iReady diagnostic report.

How will the school use data derived from student evaluations and assessments—including the West Virginia statewide summative assessment—to determine whether students are achieving those goals? (§18-5G-8.b.3; §18-5G-8.b.4).

Clarksburg Classical Academy will participate in the West Virginia General Summative Assessment (WVGSA) and will adhere to all guidelines and regulations around state testing as defined by ESSA (Every Student Succeeds Act). The Academy will meet or exceed any participation requirements by the state in required assessments. Teachers and administration will abide by any requirements for the ethical administration of the assessments and data reporting. The Academy will comply with all testing windows and allowable accommodations for students with an IEP or 504.

Teachers will continually review State, iReady scores, DRA, and short-cycle data along with common assessment data to monitor student growth and progress. Teachers will conference regularly with their students throughout the school year, in addition to before and after testing periods, to discuss their individual learning targets. Students are empowered to develop a data-based action plan leading to mastery. An important element of the assessment plan is that students monitor and track their own achievement and monitor their growth using data walls in classrooms. Students will be assessment literate, so they are able to understand their specific area of need and work with their teacher to close the achievement gap. The learning needs of students who are making exceptional progress beyond grade-level expectations will also be addressed through the ongoing review of assessment data. Formative assessments will be developed through grade-level and cross-grade level team meetings as well as professional development days with the Director of Academics. During weekly meetings with the Director of Academics, teachers will share their data from the formative assessments to provide insight into student learning. The Director of Academics and Head of School will conduct daily informal observations to monitor the use of formative assessments in the classroom. Along with other data gathered through the SIP, the Academy will use formative assessment data to monitor the effectiveness of resources, and materials, and determine the need for additional professional development.

Progress towards our goals will be tracked through the School Improvement Plan (SIP). The SIP provides information on the school's most recent year performance in terms of academic achievement, academic growth, academic growth gaps, and post-secondary/workforce readiness. The school conducts annual deep data analysis and root cause analysis using the SIP. The school also includes an action plan in which it sets performance goals, addresses root causes, and identifies strategies to improve student achievement. The SIP process is an important mechanism for the Board and the Authorizer to provide support and oversight. The SIP must align with the school's strategic planning processes and must include analysis, goals, and strategies that the board ultimately approves. Once finalized, the SIP then becomes a tool for monitoring. Its goals will be reflected in the documents that the administration uses to report monthly to the board on key performance indicators. The Board and Authorizer will receive grade-level and school-level data only.

How will student achievement data inform instructional practice and school improvement? (§18-5G-8.b.4).

All curricula being implemented have assessment provisions embedded as part of their programs. These ongoing assessments will inform instruction so that teachers are able to assess the extent of student learning and the success of their teaching. Adding yet more information to this base of knowledge about student performance will be teacher-created short-cycle assessments providing formative assessment feedback. All assessments will ensure that teachers have the necessary data to determine student growth and plot the course to the mastery of standards.

Authentic assessments- The classical model is rooted in the philosophy that students construct, lead, and be accountable for their learning. As such, we will provide opportunities for performance-based assessments that will occur during Socratic discussions, group work, oral presentations, and the like.

Short Cycle Assessments - All curricula being implemented have assessment provisions embedded as part of their programs. These ongoing assessments will inform instruction so that teachers are able to assess the extent of student learning and the success of their teaching. Adding yet more information to this base of knowledge about student performance will be teacher-created short-cycle assessments providing formative assessment feedback. All of these assessments will ensure that teachers have the necessary data to determine student growth and plot the course to the mastery of standards.

The school will implement a short-cycle assessment program. Biweekly short-cycle assessments focus on the standards taught during that time period. The results of the assessments are then placed in a data tracker for analysis. Teachers use this type of assessment to determine which students need additional support on standards and which are ready for enrichment opportunities. This process allows for frequent monitoring of student progress, but also the opportunity to provide test preparation. The short-cycle assessments are administered via Mastery Connect which allows students to experience many of the technology-enhanced items not possible on paper and pencil tests.

The Head of School will create a testing schedule to ensure a positive and productive environment, that meets all policies regarding state and short-cycle assessment testing. Each teacher will be assigned a data tracker to track each standard. Teachers will review the data monthly at professional development meetings with the Head of School, Regional Vice President, and the Director of Academics. Teachers will then review any weak areas with students prior to state testing.

This method will be the main source of data for teachers and administrators. A data wall will be placed outside of each individual classroom where teachers, administrators, students, parents, and visitors (authorizers) can see how each individual student is performing and the overall classroom performance index. Students and parents will always be informed of where their performance is for each short-cycle assessment. The administrator has a quick glance at who is at a proficient level and who is behind grade level. Administrators can address students who are struggling and have conversations with parents. This will also help in the RTI process.

The data from these short-cycle assessments will be used by teachers and administrators to find the gaps in student mastery. Teachers will review the data and find the standards where students struggled during the year.

Mock Assessments: Students will take a mock or practice test several times throughout the year. The mock assessment will be a local tool that will track student growth throughout the year as well as student fatigue levels on the test. The mock test is just one day a month to orient students to the testing format, language, and length and does not count as a student's grade. The mock test is a checkpoint to monitor student growth.

How will the educational program improve the achievement of traditionally underperforming students located in the local school district of proposed residence? (§18-5G-8.b.5)

West Virginia does not currently have a public charter school utilizing a classical approach to learning. A classical education develops the entire humanity of a child. Students are challenged and nurtured —intellectually, socially, emotionally, physically, and creatively. It isn't just about books and computers, what they know, and what they can achieve on a test. It's about the kind of people they are becoming. The classical approach provides many benefits including:

1. **A complete, well-rounded education** – The curriculum materials selected provide students with access to the arts, history, humanities, and languages.
2. **Thinking and problem-solving skills** – Through the Socratic Method students use their knowledge, reasoning, and strategic thinking to solve problems independently.
3. **Builds individual character and confidence** – The Academy supports the strong values taught in the home through a comprehensive character education program.
4. **Nurtures appreciation for the arts** – The Arts are embedded in the school curriculum and encourage students to participate in music, art, drama, public speaking, and other activities that allow self-expression.

How will the school successfully serve students with disabilities, students who are English language learners, bilingual students, students who are academically behind, and students who are academically gifted? (§18-5G-8.b.20).

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

- Multiple tiers of student support will be provided by interventions up to and including evaluation for suspected disability.
- Discipline - A student code of conduct will be created and approved by the Board. The school will implement said policy with all students. For students with disabilities, the school will abide by all federal laws regarding discipline, suspension, and expulsion.
- The school will provide services and accommodations as prescribed in a student's IEP or 504 Plan. Such services will include but are not limited to psychological, speech-language pathologist, audiologist, physical therapist, occupation therapist, and adaptive

physical education. The school may contract those services or may choose to hire a qualified individual.

- The school will employ properly licensed teacher(s) and paraprofessionals with proper credentials to provide services for students with disabilities and limited English proficiency.

English Language Learners: Title I and III funds will be used to provide supplemental instruction to English Learners. The model has the flexibility to be assigned based on student needs. For example, the school will increase the English proficiency of English Language Learners (ELLs) by providing high-quality language instructional programs that are scientifically based and demonstrate the effectiveness of English proficiency and achievement in academic content areas. Students identified as ELLs will partake in a comprehensive English as a Second Language Program, which provides instruction in English across all subject areas. This program takes into account the student's level of English proficiency and builds on the language skills and academic subject knowledge the student has acquired in his or her native language.

Students with limited English abilities who demonstrate English Language proficiency of 1, 2 or 3 on their annual assessment in one or more of the four domains (listening, speaking, reading, and writing) will receive intensive research/evidence-based instruction, in addition to the common academic content. Individualized Learning Plans are utilized to identify additional supports, together with the state-approved accommodations they need to achieve academic and language growth and success. Assistive technology can be fluidly implemented to ensure access to grade-level courses. Such assistive technology may include but is not limited to, new vocabulary words introduced prior to each lesson and highlighted throughout the lesson, screening readers to read/highlight/define online print material, word prediction software, and audio text.

Additionally, students receiving ELL support will partake in quarterly progress monitoring using the LAS Links benchmark assessment. Benchmark assessments assist teachers in monitoring ELL students' progress toward state standards and allow them to adjust curriculum and interventions to target learning and ensure academic growth.

Lowest 20%: Title I funds are used to target the lowest 20% by providing supplemental instruction in an individual and small group setting. The Intervention Assessment Team (IAT) will utilize specific, research-based interventions implemented in the classroom and/or building, set goals and timelines for the intervention, and schedule a follow-up meeting date. These intervention plans are developed by all instructional staff involved including Intervention Specialists, Teachers, Administrators, Title I staff, other support staff, and the parents. These interventions will be monitored and evaluated for effectiveness during an agreed time frame and frequency, which will depend on the individual student and the interventions being made. During this time period, the IAT will implement and progress-monitor the chosen interventions.

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

- Identification of the student's specific reading deficiency,
- A description of proposed supplemental instruction services that will target the student's identified reading deficiencies, as appropriate for grade level (phonemic awareness, phonics, comprehension, fluency, vocabulary),

- Opportunities for the student’s instructional services in the reading deficiency area,
- A small group reading curriculum during regular school hours that assists students to read at grade level and provides for reliable tests and ongoing analysis of each student’s reading progress, and

Gifted Students: The school model is better able to serve gifted students because personalized learning enables self-pacing and hundreds more digital electives than most schools, including technology courses and ten world languages. Strong and gifted students can progress through the curriculum faster and will be more challenged than in a traditional environment. The Academy will work with Board Counsel to establish policies and procedures for the identification of gifted students.

Homeless: The Academy will ensure there are no barriers to enrollment at our school. We will comply with all regulations in the McKinney-Vento Act. Title I and general funds will be used to provide transportation, uniforms, supplies, and tutoring as well as any other reasonable support. The Academy will comply with all requirements of the McKinney-Vento Homeless Assistance Act, including the provision of transportation when necessary, having an appointed liaison, and removing all barriers to enrollment.

Describe student discipline procedures, including those for students with disabilities—which should be consistent with requirements of due process, as well as with state and federal laws and regulations governing the placement of students with disabilities. (§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.

The Board will adopt a system of procedural safeguards that will provide for prompt and equitable resolution of complaints alleging violations of Section 504/ADA. Due process rights of students with disabilities and their parents under Section 504 will be enforced.

Describe the school calendar and school day schedule. (§18-5G-8.b.15).

The Academy has developed a proposed calendar that will include both the minimum number of 180 separate instructional days and the minimum number of minutes (K-5: Minimum of 315 minutes per day & grades 6-8: Minimum of 330 minutes per day).

See Attachment A for Calendar, Schedule, and Student Handbook

Describe the cocurricular and extracurricular programs to be offered, including how they will be funded and delivered. (§18-5G-8.b.21).

The Academy will work closely with all stakeholders to determine the extracurricular programming needs of the school. We anticipate a wide variety of student and teacher-led clubs. Once available, funds from Title I will be used to support after-school tutoring and Title IV funds will support intramural sports. These programs will start small based on funding and interest and will grow as the school gains enrollment. We hope to partner with local community organizations to expand our offerings to Clarksburg Classical Academy families.

Describe the plan for encouraging parental involvement. (§18-5G-8.b.25).

Increased parental involvement in a child's education directly impacts student achievement rates. The founding board shares common goals towards the involvement of parents in their student's education. The Academy seeks to increase opportunities for whole families by empowering parents with confidence and trust in the educational setting. Therefore, school leaders, teachers, and board members will personally invite and encourage parent participation in all facets of the Academy's operation.

Parent and community involvement:

- shows students that education is valued and valuable.
- helps to make the school a focal point for the community.
- helps to provide opportunities for students to become contributing members of the community and this helps to foster a positive sense of responsibility and belonging.
- provides valuable learning for parents and community members as well.

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

We will involve parents directly in their child's education through the use of Codes of Conduct and we will encourage and provide numerous volunteer opportunities for parents and other community members. Parents and school staff will serve as ambassadors to the broader community, seeking out partnerships with key stakeholders and other community-based organizations that can contribute to a school's success. Our goal is to develop a collaborative relationship with parents, teachers, administrators, and the community to support a culture of excellence. We will offer training in the areas of school curriculum, the school discipline policy, and technology for parents to be able to work with their children and reinforce what is happening at school.

Partnerships with parents will be rooted in a collective interest and commitment to maximizing each student's academic and social potential and nurturing their interest in learning with the aid of technology. The school will provide numerous opportunities for parents to become

meaningfully engaged in their child’s school experience:

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

We believe that for the school to be successful, our parents must be informed, engaged, and eager to participate in making our school a better place for their children to learn each and every day.

Governance

Provide a list of the members of the initial governing board. For each board member, provide the following information:

Board Chair

Full Name: Brigadier General (Ret) Christopher Walker

Phone Number: (██████████) ██████████-██████████
██████████-██████████

Brigadier General (Ret) Christopher Walker is a Veteran with extensive leadership experience in both the Air Force and West Virginia Air National Guard. He has served as a board member and chair of the Virtual Preparatory Academy of West Virginia for the past two years. The expertise he brings to the board includes non-profit board experience, charter school experience, leadership, and business operation expertise.

Board Member

Full Name: H. Douglas Peters

Phone Number: (██████████) ██████████-██████████
██████████-██████████

Mr. Peters is a Marshall University graduate in geology who works as a project manager for Civil and Environmental organizations. He brings to the board experience managing large and

complicated contracts, project management skills, and his connections to the Clarksburg community.

Board Member

Full Name: Christopher Sigley

Phone Number: [REDACTED]

Mr. Sigley is a longtime resident of West Virginia with expertise in management, marketing, and recruiting. He currently resides in Clarksburg with his family and is committed to providing students in the area with additional school choices.

Additional members will be added upon the approval of the charter with expertise in education, legal matters, and finance.

Describe the governance structure of the school. (§18-5G-8.b.6).

The Board of Directors will be responsible for the execution of the charter, fiduciary management of the budget, and development of policies and procedures. The Board will have a minimum of five members, complete with a President, Vice President, Secretary, and Treasurer. While subcommittees are not yet in place, the board of directors may establish them if needed (i.e. academic, finance). Independent board counsel has been secured to provide training and advise the Board on legal matters, contracts, and school law. The current Board has three members with room to add parent and community members in the near future.

The responsibilities of the Board Members include:

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

Board Professional Development

In coordination with our board counsel, the board will receive training on topics such as those listed below:

- A. Sunshine Laws
 - Public Records (What is a public record? How is it requested? Why do we have it? How does it affect board members?)
 - Open Meetings (Notice-Why? How? Record of meetings for public records; Allowing opportunity to have input; Executive session—9 Reasons to Enter)
 - FERPA (Conflicts with Sunshine Law - Federal vs. State; Practical Considerations for Boards)
- B. Challenges for Charter Schools/Boards - Media and Public Relations
- C. Board Best Practices
 - a. Roles and Responsibilities
 - i. Governance, not Operations
 - ii. Fiduciary responsibilities
 - iii. Public Accountability
 - iv. Annual Training
 - b. Efficient Board Meetings
 - i. Prepare for meetings—read materials
 - ii. Roberts Rules of Order
 - iii. Communications
 - iv. Public Relations
- D. Ethics Training

The school’s founding board has a vision and enthusiasm for building an excellent school in Clarksburg and is well-positioned to provide the necessary oversight and support for the successful implementation of the charter school’s mission. Individuals were engaged with the purpose of establishing a diverse team of professionals whose expertise and leadership would ensure that this is one of the highest-performing schools in the district.

As a board that is continuing to develop, this diverse group of proposed board members will possess expertise in education, the arts, technology, finance, facilities, charters, government relations, compliance, and legal matters. Further, the proposed ESP, ACCEL Schools, has extensive expertise in instruction, professional development, blended learning, education policy, and all aspects of successful school operations.

Separately, include each of the following:

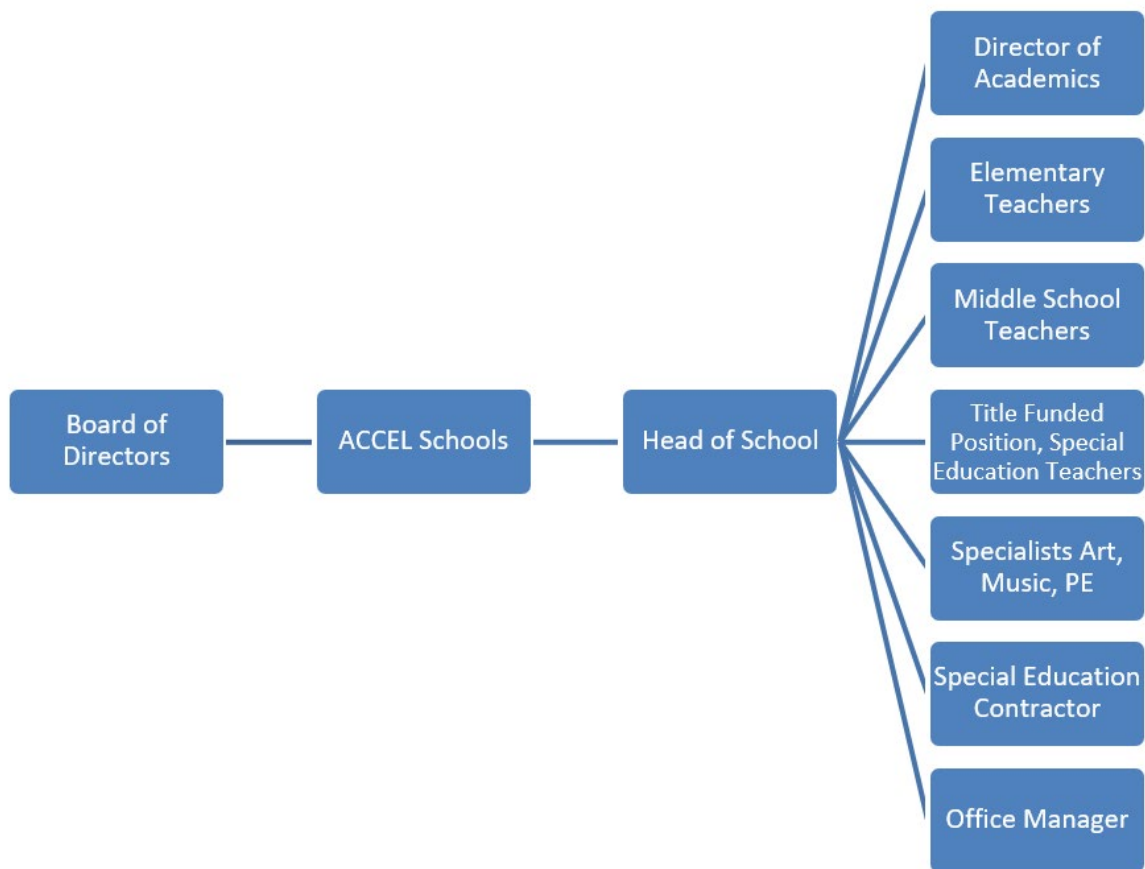
- **Bylaws, including the qualifications, terms, and methods of appointment or election of governing board members.**

See Attachment B for Bylaws and Incorporation Documents

- **The organizational structure of the school. Clearly identify the lines of authority and reporting between the governing board, school administrators, staff, related bodies (i.e., advisory bodies, parent councils, teacher councils), and any external organizations that will play a role in school management.**

Clarksburg Classical Academy will be operated by a Board of Directors that is responsible for meeting the goals and assurances in the school’s charter. To be a successful school, the Board must ensure both academic success and fiscal responsibility. To accomplish this the Board will enlist the support of an independent legal counsel and an Educational Service Provider. Through this partnership, the Board will employ the staff needed to meet the needs of the students and families. The ESP will provide support to the staff to enable them to be successful. The roles and responsibilities of each partner are outlined later in the application. Our legal counsel will provide guidance on the roles and responsibilities of a school board.

CLARKSBURG CLASSICAL ACADEMY ORGANIZATION CHART



- **Process and procedures in the case of the closure or dissolution of the school, including provisions for the transfer of students and their records to the appropriate local school district and an assurance and agreement to payment of net assets or equity after payments of debt. (§18-5G-8.b.18).**

Clarksburg Classical Academy understands that closure of a charter school can be very difficult for school stakeholders, particularly students, families, and school staff. If closure is

determined necessary, Clarksburg Classical Academy will work together with the charter school's board of directors and school administration. Collectively we will ensure the orderly closure of the school to protect the best interests of displaced families and staff, with a focus on assisting successful transitions for all parties involved.

Transition Team

Clarksburg Classical Academy will implement and oversee a Transition Team dedicated to ensuring the smooth transition of students and staff. Although oversight remains the statutory responsibility of the Academy, the Transition Team may play a significant role in carrying out the closure process. The Transition team will be composed of the Board President, Board Treasurer, Head of School, Director of Academics and Office Manager at a minimum.

Communication

Clarksburg Classical Academy will closely monitor correspondence to verify the school communicates in a clear, adequate, and timely manner with parents, school staff, the community, and all stakeholder groups regarding the closure to ensure students, families, school staff and the community have the support needed for student transfer/transition.

Student Records

Clarksburg Classical Academy will oversee the charter school's transference of student records in accordance with privacy rules set forth in the Family Educational Rights and Privacy Act (FERPA) and any applicable state record retention schedules/policies and laws, including but not limited to:

- Conducting a review to determine that all student records are complete and located in a secure location.
- Compiling student records into an electronically transferable format.
- Transferring in a timely manner all student-related records for retention and historical accessibility to the local school district.

Business and Personnel Records

The Transition Team will oversee the gathering and retention of all personnel, governance, and financial records according to the Public School Records Retention Schedule. Clarksburg Classical Academy assures that all net assets or equity will be returned to the authorizer after payment of debts.

Submission of Final Data and Reports

The Transition Team identified earlier will coordinate and oversee the completion of all data and reporting for the closing charter school, including but not limited to:

- Annual Board Report
- Final audit submitted before December 31 of the year of closing
- Any final state/federal program reports
- Any final expenditure reports (FER) submitted for all federal/state programs in which the school participated
- Core Data Reports
- Student Information data.
- Any required student testing

Resolution of Financial Obligations

During the dissolution of a sponsored charter school, Clarksburg Classical Academy will coordinate efforts to ensure the meeting of financial obligation as required by law.

If Clarksburg Classical Academy is notified of closure, the Department of Elementary and Secondary Education shall exercise its financial withholding authority to assure all obligations of the charter school are met. Clarksburg Classical Academy is responsible for the oversight of all unobligated assets and requires:

- Quarterly accountability reports on receipts and expenditures
- Quarterly bank statements for the closing school's accounts
- Monitoring all expenditures during and after school closure
- A final independent audit

Clarksburg Classical Academy must satisfy all financial obligations within twelve months of notification of closure. After satisfaction of all its financial obligations, any remaining state and federal funds shall be returned to the Department of Education. If the charter school does not have sufficient funds to close out the school, Clarksburg Classical Academy has a statutory responsibility for any oversight and reporting.

Disposition of Assets

State Funds

Clarksburg Classical Academy will monitor that the distribution of all the closing school's remaining assets purchased with state funds will be determined by the school's plan/policy in place for the disposition of assets. The Academy will reasonably ensure that the reallocation of equipment and materials from the closed charter school follows the students to their new school. Any remaining unobligated state-funded assets of the school shall be returned to the authorizer for their disposition.

Federal Funds

For equipment or materials purchased with federal funds exceeding a total of five thousand dollars (\$5,000) and in accordance with federal guidelines, the Academy shall verify that:

- A physical confirmation of federally purchased equipment or electronic items is conducted.
- An inventory of available items is sent to all local education agencies (LEAs) and the district within which the charter school resides within 60 days of closure.
- An opportunity is provided for LEAs/districts interested in acquiring inventory items to send a request to the Academy.
- Distribution of equipment or materials is based on:
 - Any equipment or materials purchased for an Individual Education Plan (IEP) for a student with disabilities must follow that student to his/her new school.
 - All equipment and materials purchased with Federal IDEA Part B funds must be sent to a public special education program for use by students with disabilities.

- All materials purchased with specific funding sources (Perkins, Title I, Title III) must be sent to other LEA’s participating in those programs.
- The percentage of students transferring from the closed school to the requesting LEA/district to guide allocations.
- A lottery based upon school requests.

Remaining Assets

Any other remaining assets, including those acquired through donations, gifts, grants, or other sources, shall be disposed of upon dissolution of the school’s Board in accordance with the Articles of Incorporation of the school.

Timeline for the following actions:

1. Notification of parents/guardians of enrolled students and prospective students
2. Orderly transition of students and student records to a new non-charter or charter school
3. Disposition of school funds, property, and assets in the following order:
 - a. Satisfy outstanding payroll obligations for employees of the charter school
 - b. Satisfy creditors of the charter school
 - c. Remaining funds, property, or assets shall be transferred to the State Department of Education.

Rather than reinvent the wheel, Clarksburg Classical Academy has adopted the closure timeline proposed by the *National Association of Charter School Authorizers*. The plan is thorough and is widely used by Authorizers across the country.

The link to the plan is located below and a copy has been included in “**Attachment C.**”

<https://www.qualitycharters.org/wp-content/uploads/2016/01/NACSACoreResourceClosureActionPlanGuide.pdf?pdf=NACSACoreResourceClosureActionPlanGuide.pdf>

Provide a proposed handbook related to personnel policies. The handbook should be attached a separate document to this application. (§18-5G-8.b.11). Separately, include each of the following:

- **Criteria for hiring qualified teachers, school administrators, and other school employees.**
- **Descriptions of staff responsibilities.**
- **Plan for annual evaluations of school personnel.**

See Attachment D for the Proposed Staff Handbook. Staff will be employed by the Board but will utilize the ESP handbook. The attached copy is a draft and will be revised prior to the final contract.

Describe the process by which the school will resolve disputes with the Professional Charter School Board. (§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 take any disciplinary action complained of.
5. The parties may voluntarily agree to binding or non-binding arbitration to the extent allowed by law.
6. The school will default to the dispute resolution language in the charter.

Finance

Provide a detailed proposal for start-up and multi-year operating budgets necessary to achieve the educational mission of the charter school as well as the standard operating procedures, roles and responsibilities, and contingency plans to realize sound financial management across the term of the contract. Include assumptions for staffing, revenue, and expenditures.

The budget assumptions are designed to be conservative and account for a worst-case scenario. This is based on the expectation of a similar school enrollment-wise that is managed by the same management organization. In subsequent years, state aid funding increases due to the projected enrollment increases. This increase is a result of plans to build more classrooms during the first year of operation. The school feels that the relationship with the management company would shield them from any significant changes in the state aid funding because of the management agreement that will be in place between the school and the management organization.

Also included on the revenue side for the school is funding for Federal Programs. Again, the experience of the management organization in operating very similar schools is the basis for this funding source. Although funding from Federal Programs is expected to increase in proportion to the increase in student enrollment each year, the majority of the school's first-year allocation would be rolled over into the second year, due to the way that federal grants are disbursed to new schools.

The assumptions for the expense side of the five-year operating budget are fairly straightforward.

There would be no auditing expense in the first year, but after that, the audit costs are based on experiences with a similar school. Each year after the first year, expenses are increased by 2% annually to reflect slightly higher costs. The biggest expense, “Purchased Services: Management Fees”, is a set percentage of state aid funding to reflect the costs of the management agreement that will be in place.

Purchased Services: Grant Programs and the Food Service expense. Since these programs will be operated by the management organization, the expenses of these programs will be equal to the revenue generated. Sponsorship Fees are assumed for this budget to be 3% of state aid. The remainder of the expenses in the budget are based on past experience operating similar schools. The school can begin to build a fund balance very quickly under these budget assumptions. As the school begins to build a fund balance, more money could be allocated to Board of Education programs that the school could offer to supplement the educational programs of the management organization. The school does not anticipate needing any additional funding sources outside of the state per pupil funding and federal grant funding in order to be financially viable.

The Governing Authority and management organization welcome the Sponsor's feedback regarding the management contract structure and fee and are happy to work with the Sponsor to establish a relationship that is agreeable to all parties.

Separately, include each of the following:

- **A proposed five-year budget, including the start-up year and projections for future additional years with clearly stated assumptions. This can be a separate attachment. (§18-5G-8.b.8)**

See Attachment E for the school Budget.

- **Proposed fiscal and internal control policies. (§18-5G-8.b.9)**

See Attachment F for the fiscal policies

- **A code of ethics identifying the standards of conduct expected of governing board, officers, and employees. This can be a separate attachment. (§18-5G-8.b.19).**

Please see the attached **Conflict of Interest and Ethics Policy in Attachment B.**

- **The types and amounts of insurance coverage that the school will obtain, which must include adequate insurance for liability, property loss, and the personal injury of students comparable to noncharter public schools within the local school district operated by the county board. (§18-5G-8.b.16.A).**

The below list includes insurance coverages and packages that would be considered and acquired based on school or regulatory needs:

- Industrial insurance coverage, if applicable

- General liability insurance minimum coverage of \$1,000,000. Includes coverage for molestation and sexual abuse, and have a broad form policy, with the named insureds:
 - Umbrella
 - Educators' legal
 - Employment practices
 - Employment benefits
 - Insurance covering errors and omissions of the sponsor and governing body of the charter school
 - Motor vehicle, if applicable
 - Sports and athletic participation, if applicable
- Director and officers (D&O) liability
- Legal services & expenses for due process complaints
- Abuse & Molestation
- Accident Insurance - For volunteers or students due to accidents at school
- Commercial Property/Campus Liability
- Cyber Liability
- Employee Dishonesty/Crime
- Employment Practices Liability
- Errors and Omissions
- Excess/Umbrella Liability
- Personal and Advertising Injury
- Products/Completed Operations Aggregate
- Special Education Liability
- Student Accident Liability per accident

Start-up and Operations

Provide a detailed start-up plan, including financing, tasks, timelines, and individuals responsible for carrying out the plan. This can be a separate attachment. (§18-5G-8.b.23).

See Attachment G for the Start-up Plan

Describe the plan for school facilities. (§18-5G-8.b.13) Separately, address each of the following:

- **Where will the school building be located?**
- **How will the facility support the implementation of the school's educational program?**
- **Acknowledge that the school will obtain all required occupation and operation certificates and licenses prior to the first instructional day for students.**

1. The School shall be located at 1636 W Pike Street, Clarksburg WV. (§18-5G-8.b.13)

2. The facility shall meet zoning, building, and safety requirements established for non-charter public schools, pursuant to W. Va. Code §18-5G-3(c)(12) and §18-5G-3(c)(13) prior to opening and throughout operations.
3. Preopening conditions: The facility or suitable alternative facilities must be ready for occupancy by the first-day employees are working in the facility (other than for preparing the facility for occupancy). The school shall obtain all required occupation and operation certificates and licenses prior to the first instructional day for students. The school shall timely provide the Authorizer with appropriate documentation.

Describe the food services to be provided to students (§18-5G-8.b.17).

The Academy will follow the guidance from the USDA to establish a National School Lunch Program. We will utilize the strategies and tools outlined in the US Food & Nutrition Services Verification Toolkit. The Toolkit contains a collection of resources that SFAs can use in their efforts to improve verification response rates and the overall efficiency of the process. These resources were developed by FNS but feature input from state and local officials from around the country.

By year two, we hope to utilize the Community Eligibility Provision which would allow all students to receive free meals. Harrison is a CEP County and we anticipate our student body will exceed 40% free and reduced, we will participate in the School Breakfast Program and Afterschool Snacks as well. The Academy assures that we will put in place measures to prevent any child from feeling singled out or treated differently. Utilizing PowerSchool our Student Information System, we will ensure all children can participate in the free and reduced meal program in an anonymous fashion.

Student Enrollment Plans and Policies

Describe the plans and timelines for student enrollment (§18-5G-8.b.7). Separately, address each of the following:

- **What is the school’s primary recruitment area?**
- **Describe policies and procedures for conducting transparent and random admission lotteries, in the event that applications for enrollment exceed capacity (§18-5G-8.b.7; §18-5G-11.a.8).**
- **Describe how the school will notify parents, and others, that this school is an educational option for West Virginia students, particularly in the school’s primary recruitment area. (§18-5G-8.b.24).**

Clarksburg Classical Academy will be in the city of Clarksburg in the Harrison County Schools and will recruit from throughout Harrison County. The area was attractive to Clarksburg Classical Academy because the county does not currently have a charter school. Clarksburg Classical Academy expects to serve a diverse student body that is reflective of the surrounding

communities' schools. We will be targeting and anticipating that a significant portion of our students will be low-income and come from traditionally underserved communities. According to the 2022 U.S. Census, Harrison County has a population of 64,915 residents, 14.6% of which live below the poverty level. Harrison's population consists of 95.1% White and 2% Black or African-American. Clarksburg has a population of 15,647 with 24.1% living in poverty. According to Niche.com, Harrison County School students are 92.5% White, 3.5% Multiracial, 1.7% Hispanic, and 1.4% African American. The majority of the schools are B and C-rated.

The school will adopt multiple strategies that have proven to be successful in attracting a diverse student population from other schools. Our Board will work closely with our School Leader to develop an effective public relations strategy to heighten awareness about the school's innovative programming offerings, and eventually its achievements and contributions to the community. This strategy is not just for the purposes of student recruitment, but also to establish early and meaningful connections with families that will help ensure high levels of retention. Our outreach plan will include open houses, timely and informative press releases, targeted communications initiatives with community and governmental leaders, and engaging with civic and community groups in the area. More specifically, it may include:

- Regularly scheduled information sessions during which prospective families will have the opportunity to interact with the curriculum and have questions answered.
- A website to communicate with interested, prospective families.
- Informing students and families about enrollment opportunities and other program information through a variety of media such as television, radio, internet, and billboards.
- Social media including a Facebook page that allows prospective families the opportunity to stay informed about school events and to connect with other prospective families.
- Working with local churches, community organizations, and experienced community recruiters.
- Outreach to early education programs and daycare organizations.

We will open serving students in grades PK-8th Grade. The goal is to have slow and steady growth and to retain/reenroll as many students from year to year as possible. We will form strong relationships with the families to encourage them to stay with us and thereby enable us to have the maximum impact on student achievement.

The unique and promising programming at the Academy will offer an intriguing and unprecedented choice in the district. Our marketing plan aligns with the market analysis of the community in that we understand we cannot take a one size fits all approach to community outreach. While some members may be reached through flyers and radio advertisements, others need a more personalized approach. We understand that our community is best reached through a personalized approach to marketing. The Academy is prepared to think outside of the box reaching parents through carnivals, "touch the truck," Ice Cream Truck visits, visits to local churches, and sporting events.

The Academy will inform the community about our enrollment process, procedures, and deadlines through a multimodal approach. Board members and ACCEL staff will work to bring a network of community-based education opportunities to the doors of the school. These learning partnerships – with museums, businesses, science labs, etc. – will play an additional role in our marketing plan. To recruit students and educate parents, community members, and businesses,

we plan to implement the following strategies:

- Hosting a series of well-advertised public informational sessions or Open Houses. These will be scheduled on a three-part basis, with some repeats if warranted:
 - Session One: The first Open House will provide information to interested community members on the premise of charter schools. This will be followed by a Question and Answer session in order for participants to develop an accurate picture of how charter schools operate in West Virginia. This Open House will highlight information on the school's mission and offerings.
 - Session Two: The second Open House will provide detailed information on the school's curricula and programs, giving parents and community members the opportunity to learn and ask questions about particular aspects of what will be taught and how it will be taught (pedagogy). School Board members have found this to be a missing link for many parents searching for educational options. We want our parents to make informed decisions. Session Two will occur within two weeks after Session One.
 - The final sequence in Open Houses will be an open Question and Answer forum. We will offer a public forum for interested parents to provide feedback on the design and implementation process of the school. This will also be a large push for enrollment as well as a time for early recruitment of parent volunteers. Session Three will occur within two weeks of Session Two. This series of Open Houses may be held several times.
- Publicizing in the community (including ethnic and foreign-language) newspapers and area newsletters, and taking advantage of public notice opportunities and low-cost airtime from local radio and television stations (including cable);
- Widely distributing informational flyers at locales such as libraries, coffee shops, public announcement boards in apartment complexes, social clubs, houses of worship, and area businesses (e.g., supermarkets, hair salons, laundromats, etc.);
- Sending announcements to local support organizations;
- Contacting the families and other individuals who expressed interest and provided us with contact information;
- Mailing letters of introduction to local publicly elected officials, government agencies with area offices, and local social services and cultural arts organizations and asking them to post an informational flyer; and
- Making announcements at community meetings.

Fair Lottery

The Academy will fully comply with West Virginia law regarding admission policies and procedures, as well as all other applicable state and federal provisions. As a public charter school, the school will not discriminate on the basis of intellectual or athletic ability, measures of achievement or aptitude, status as a handicapped person, or any other basis not permitted by a school district. The school will be nonsectarian in all respects and will comply with state and federal laws applicable to public schools concerning church-state issues. In accordance with charter school law, the Academy will not charge tuition.

The Academy will actively publicize open enrollment to all community sectors. If necessary, the Academy will host its first enrollment lottery at a date compliant with the application enrollment window dependent upon the approval process with subsequent annual held in February of each year.

The Academy shall enroll any eligible student in the area and surrounding communities who submits a timely application unless the number of applicants exceeds the capacity of the appropriate grade level or total school enrollment. If the number of applications exceeds the number of seats available in a grade, the Academy will accept students by a random selection process, or lottery. The school will grant enrollment preference to 1) a sibling of a student enrolled in the start-up charter school, and 2) a student whose parent or guardian is a full-time teacher, professional, or other employee at the charter school. The school will maintain a waiting list of the remaining applicants. The Academy will notify applicant families within one week of the lottery of student placements.

The following applies to the Academy's process:

- If applications exceed the school's capacity a lottery is held;
- The Academy's lottery policies and processes will be clearly written and distributed to reflect state laws regarding random selection;
- The Academy's admission lotteries will be witnessed and occur in a public setting; and
- A neutral party will conduct the lottery on behalf of the school.

The lottery will be well publicized, open to all, and will be easily understood and followed by all observers. To minimize the risk of bias, the school will exclude individuals who are employed by the school, individuals whose relatives are school employees, and those individuals who are seeking admission for their children, from the task of drawing names. Rather, an impartial individual, such as a certified public accountant or a retired judge, will be asked to draw the names. All students whose applications were filed by the application deadline will be separated by grade and entered into the lottery. A drawing of names by grade will then be held until all spaces are filled. Any applicant who is not admitted to the school during the lottery will be placed on the school's waitlist. Students whose applications are received after the deadline will be placed on the school's waitlist according to the categories listed above in the order that their applications are received. In each successive school year, students who were enrolled in the school the previous year will keep their spaces in the school until they graduate or leave the school.

Waiting Lists

After all available spaces are filled, waiting lists will be maintained for each grade. The Academy will maintain complete student files for each student on the waiting list. When a space becomes available in a grade, the parents of the first student on the waiting list will be contacted and given one week to accept the position. If the space is declined the next person on the list will be contacted. Students will be maintained on the wait list for one year.

Once the parent has accepted the position for their child:

- The appropriate Request for Transfer form will be immediately sent to the school of origin.
- A transportation request will be sent to the appropriate department, if applicable.
- Qualifying parents will complete the application for free or reduced lunches.
- The parent is given a copy of the Academy's Code of Civility and asked to return their signed verification and agreement before the student enters the school.
- Emergency cards are completed prior to the student's attendance.

The parent is given a copy of the absentee/tardy policies of the school as well as all other office procedures (visiting the school, drop-off and pick-up sites, classroom protocol, etc.).

Preferences

The pool of applications will be sorted according to preferences provided for by statute. Within each grade level, applications will be sorted according to the following categories arranged in order of admission preference: 1) siblings of enrolled students, and 2) students whose parent or guardian is a member of the governing board or is a full-time teacher, professional, or other employee at the school.

Enrollment Process

The Academy will embark on a comprehensive community outreach plan that goes beyond the mailbox flyer and enters the community through regular attendance at local community events and going door-to-door when traditional methods do not work. Our parents, board members, and staff are motivated to get the word out about this new opportunity in our community. At this time, we anticipate at least 50% enrollment in educationally disadvantaged students including low-income, English Language Learners, homeless, migrant, and other at-risk students.

See Attachment H for enrollment documents.

Retaining Students

To achieve consistent re-enrollment/student retention, we will use the following strategies:

- We will use SchoolMint to manage the re-enrollment process. This software allows parents to re-enroll online via their cell phone or electronic device of choice. It also allows the school to communicate with parents via text message and email for reminders and to answer questions parents may have.
- After the first of the year, we will share with the families any new events that will occur in the upcoming school year (i.e. after school activities, curriculum, technology etc.).
- We encourage family nights that allow parents to meet teachers in the next grade level.
- The Head of School highlights school achievement data.
- We hold regular events for families to get involved in the school and to showcase student talent.
- The Academy will work closely with community partners to provide families with access to resources in the community.

Education Service Provider

Note: This section is only required for applicants that have hired or will hire an Education Service Provider. (§18-5G-8.c).

Regarding the Education Service Provider (ESP):

Provide evidence of success serving student populations similar to the targeted population, including demonstrated academic achievement and successful management of nonacademic school functions. (§18-5G-8.c.1).

ACCEL Schools is a PK-12 Educational Management Organization based in McLean, VA currently serving over 32,000 students across the country. ACCEL does not focus on one particular student demographic, nor subscribe to one specific school model or educational philosophy but rather customizes each school to maximize student performance. ACCEL Schools tailors blended learning solutions and management services to the unique needs of each student and school. ACCEL Schools partners with each school board of directors to deliver a high-performing school.

ACCEL Schools currently operates over 90 brick-and-mortar schools and virtual charter schools as well as district programs in thirteen states including two schools in West Virginia. Most ACCEL schools are in cities with high percentages of economically disadvantaged students. In 2015, ACCEL began managing the former White Hat and Mosaica Education brick-and-mortar charter schools including the highest-performing charter school in Ohio. Since this time our portfolio has increased dramatically both from building new schools from the ground up and by working with schools experiencing academic and/or financial struggles.

Schools in the communities served by ACCEL Schools often educate students who are at least a grade level behind if not more. The neighborhoods are economically disadvantaged with limited job opportunities and elevated high school dropout rates. Families come to our schools because the local district has failed to meet their needs. ACCEL provides a safe space where families feel appreciated and invited to partner in their child's education.

ACCEL is committed to continuing its work to improve educational quality and choice. Unfortunately, severe funding inequities hinder this mission. Charter schools traditionally receive less money per child than school districts. While schools try to compete with the salaries of the districts, this is generally not an option. Teachers who are led to work at charter schools are attracted to the small learning environments, innovative teaching strategies, and a strong sense of community. ACCEL has been able to increase student achievement while operating with a limited budget.

Provide student performance data and financial audit reports for all current and past public charter schools.

Due to the size of this file and the need for external links, it has been attached as a separate document.

Provide documentation and explanation for any action taken, legal or otherwise, against the Education Service Provider's public charter schools for academic, financial, or ethical concerns.

Not applicable

Provide investment disclosures for the Education Service Provider.

All members of the Board of Directors will complete a Conflict of Interest Form. At this time there are no conflicts of interest with the management company, authorizer or any contractors or vendors. We will continue to develop our Board conflict of interest policy to ensure transparency. None of the members of the Board have any financial or personal connections or conflicts of interest with the ESP.

Regarding the applicant's relationship with the ESP:

What is the proposed duration of the service contract with the Education Service Provider?

The term of this service contract shall be five (5) years.

What are the annual proposed fees, and other amounts, to be paid to the Education Service Provider? Alternatively, if submitting a contract or proposed contract with the ESP, please note the sections that contain these amounts.

Article IV. Consideration –

The School will pay to Manager an annual fee of fifteen percent (15.0%) of the federal, State and local funds the School receives, directly or indirectly, for the particular students enrolled in the School pursuant and subject to applicable law and regulations, exclusive of Free and Reduced Lunch Revenues (the "*Management Fee*"). The Management Fee calculation shall not include charitable contributions, transportation funding, facility funding, or proceeds from fundraisers ("*Non-Qualified Gross Revenue*"), which shall be retained entirely by the School. Such consideration will not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in other agreements between the Parties.

See Attachment I for the Draft Management Agreement

What are the roles and responsibilities of the governing board, school staff, and the Education Service Provider?

A school leader will not be hired until the application has been approved. School success depends on the presence of exceptional leaders, properly licensed teachers and well-trained

instructional coaches.

- The Head of School ensures that all students are engaged in a safe learning environment that utilizes effective and approved curricula. The Head of School is responsible for staying within the operational budget, day-to-day operations, hiring of qualified staff and ongoing evaluations, discipline, community outreach, and overseeing the academic program.
- The Director of Academics enhances student learning by offering instructional staff mentoring and regular professional development. The Director of Academics oversees the assessment calendar for the school, assists teachers with various forms of assessment, provides ongoing professional development, and ensures the curriculum is implemented with fidelity.
- Teachers drive student learning through high-quality, well-planned instruction. They are responsible for using assessment data to refine curriculum and inform instructional practices, communicating effectively with students, families, and colleagues, and creating intentional lesson plans that support academic rigor and student engagement.
- The Office Manager manages all office functions and acts as the first point of contact for students, parents, and the general public.
- The Board of Directors has fiduciary responsibility for the school, defines policies and procedures, and holds all contractors and the ESP accountable.
- The ESP is responsible for executing the charter contract and fulfilling the items in the ESP contract.

Describe the scope of services and resources to be provided by the Education Service Provider.

ACCEL Roles and Responsibilities:

- Financial Management – *Included in the management fee.*
- Compliance/Legal/Grants Management – *Compliance – Included in the management fee; Legal – ACCEL will provide support but the Board Attorney should advise the Board of Directors.*
- Personnel Management – *Included in the management fee.*
- Facility Management – *ACCEL will advise on the care and keeping of the building, but repair expenses will be the responsibility of the Academy.*
- Technology Management – *ACCEL will provide recommendations for technology but the day-to-day upkeep of the infrastructure will not be included in the management fee.*
- Academic/Student Support Services – *ACCEL has staff to support the administration of a special education program as well as other support services.*
- Enrollment/Marketing/Public Relations – *ACCEL will provide ongoing support to the marketing of the Academy. Any additional expenses such as marketing materials will be discussed with the Board of Directors.*

How will the school’s governing board evaluate the Education Service Provider? Provide performance evaluation measures and timelines.

The Academy has autonomy from the Sponsor and ACCEL Schools in the following ways:

- Financial decision-making and business operations
- We have a very healthy relationship with the authorizer with complete autonomy.
- While the authorizer is kept up to date with our financial decision-making and business operations, the board of directors is in control of the fiduciary responsibility of the school.
- We provide regular reports which demonstrate our responsibility with all funds received.
- The Authorizer receives a copy of annual audits and monthly financials.
- The Board contracts with an independent auditor. Charter school governing board members are not associated with the authorizer or management company.
- Legal independence – the Academy has our own legal counsel which is independent of the authorizer and our management company.

Monthly Review of Financial Documents: ACCEL provides the Board with monthly financial statements that include a year-to-date budget versus actuals report, a balance sheet, and cash flow analysis when needed. The school has a standing Finance Committee that also reviews these financial documents monthly and provides a report to the full board regarding areas of concern, strategic decisions, etc.

The Board will hold ACCEL Schools (Educational Service Provider) accountable through monthly reports and draft annual budgets. The Board evaluates the ACCEL on an annual basis. The Board is responsible for holding the ESP accountable for all services included in the management contract, and the governing body reviews service delivery periodically throughout the year. The Board will maintain autonomy from ACCEL and will retain independent legal counsel.

What methods will the school’s governing board use to oversee and enforce the contract with the Education Service Provider?

The Board will be responsible for evaluating the performance of the management organization on an annual basis. The management organization will be evaluated based on the services being provided in each of the following disciplines:

School Operations

- Financial Support Services
- Human Resources and Office Management Services
- Compliance Services
- Development, Marketing and Public Relations
- Charter Authorizer and Department of Education Relations
- Communications and Family Engagement
- Business Services

- Facilities Support
- Transportation Support if applicable
- Instructional Property Management
- Health and Safety
- Maintenance of Student Records
- Federal Programs

Educational Services

- Educational Leadership and Academic Compliance
- Instructional Tools and Materials
- Related Services

For each individual task, the management organization will be provided a specific description of the Governing Authority’s expectations for success.

Identify conditions under which the contract with the Education Service Provider will be renewed or terminated.

Article II 2.2 - Renewal. Upon the conclusion of the Initial Term, and each five (5) year period thereafter (the “*Renewal Date*”), this Agreement will automatically extend for successive additional periods of five (5) years or consistent with the length of the new or renewal term from the Authorizer (each such period a “*Renewal Term*”), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE VII.

Article VII. 7.2 - Termination by the School. The School may terminate this Agreement in the event that Manager fails to remedy a material breach of this Agreement within ninety (90) days after written notice from the School. Termination by the School will not relieve the School of any obligations to pay the Management Fee, the AMP Fee and costs, whether accrued, pending or outstanding, to Manager as of the effective date of the termination, nor will it relieve Manager for liability for financial damages suffered by the School as a consequence of Manager's breach (or of the School's termination as a result thereof) of this Agreement.

Please disclose and explain any existing or potential conflicts of interest between the governing board and the proposed education service provider or any affiliated business entities.

There are no existing or potential conflicts of interest between the board and ESP.

Attachments

- **Attachment A – Calendar, Schedule, and Student Handbook**
- **Attachment B – Board Documents**
- **Attachment C – Sample Closure Plan**
- **Attachment D – Staff Handbook**
- **Attachment E - Budget**
- **Attachment F – Fiscal and Internal Control Policies**
- **Attachment G – Start-up Plan**
- **Attachment H – Enrollment Documents**
- **Attachment I – Draft Management Agreement**

Attachment A – Calendar, Schedule, and Student Handbook

Clarksburg Classical Academy School Year Calendar 2024-2025

JULY						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

AUGUST						
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25	26	27	28	29	30	

SEPTEMBER						
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29	30					

OCTOBER						
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27	28	29	30	31		

NOVEMBER						
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DECEMBER						
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JANUARY						
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FEBRUARY						
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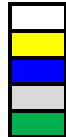
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APRIL						
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MAY						
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JUNE						
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22	23	24	25	26	27	28
29	30					

Instructional Days
 Holiday/Break
 First and Last Day of School
 Non-School Days
 Staff Development Days



2:05-2:10
 2:10-2:15
 2:15-2:20
 2:20-2:25
 2:25-2:30
 2:30-2:35
 2:35-2:40
 2:40-2:45
 2:45-2:50
 2:50-2:55
 2:55-3:00
 3:00-3:05
 3:05-3:10
 3:10-3:15

				1:55-2:10	1:55-2:10					
Science 40 mins 2:05-2:45	Science 40 mins 2:05-2:45	Science 40 mins 2:05-2:45	Science 40 mins 2:05-2:45	Science 40 mins 2:10-2:50	Science 40 mins 2:10-2:50	Specials 40 mins 2:05-2:45	Science 45 mins 2:10-2:55	Social Studies 45 mins 2:10-2:55	Science 50 mins 2:05-2:55	Social Studies 50 mins 2:05-2:55
Remediation/Enrichment 30 mins 2:45-3:15	Remediation/Enrichment 30 mins 2:45-3:15	Remediation/Enrichment 30 mins 2:45-3:15	Remediation/Enrichment 30 mins 2:45-3:15	Remediation/Enrichment 25 mins 2:50-3:15	Remediation/Enrichment 25 mins 2:50-3:15	Remediation/Enrichment 30 mins 2:45-3:15	Remediation/Enrichment 20 mins 2:55-3:15	Remediation/Enrichment 20 mins 2:55-3:15	Remediation/Enrichment 20 mins 2:55-3:15	Remediation/Enrichment 20 mins 2:55-3:15

Clarksburg Classical Academy

DRAFT - To be updated

Parent-Student Handbook
2024-2025

The mission of Clarksburg Classical Academy is to provide a public K-8 educational opportunity. We strive to ensure that every student is empowered with the skills, direction, and character to pursue excellence in their lives and careers and play effective roles in their families and communities. To help our students achieve their potential in preparation to support a diverse community, the Academy weaves together research-based best practices in education with community partnerships for labs, service opportunities, and skill development through a comprehensive career and early college program – a true village approach to preparing and integrating our youth.

Note: The Clarksburg Classical Academy Parent-Student Handbook is developed in partnership with parents and the Clarksburg Classical Academy staff and is approved by the school's Board. This Handbook does not constitute a contract between the school and the student or parent, and the school reserves the right at its discretion to change or amend the handbook at any time in the future. This Parent-Student Handbook is based in significant part on policies adopted by the Board of Directors. Those Board Policies are incorporated by reference into the provisions of this Handbook. The Policies are periodically updated in response to changes in the law and other circumstances. If anything in this Parent-Student Handbook conflicts with a Board Policy, the Board Policy shall supersede the Parent-Student Handbook. If you have questions or would like more information about a specific policy or document, contact the Principal.

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Appendix 1: Anti-Harassment, Anti-Intimidation, and Anti-Bullying Policy
Appendix 2: Technology & Internet Safety Policy
Appendix 3: Code of Conduct

****NOTICE****

The school is established under W. Va. Code §18-5G, *et seq.* and Title 126 CSR 79 Charter Public Schools as promulgated by the West Virginia Department of Education. The school is a public charter school and students enrolled in and attending the school are required to take summative assessments and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. See, W. Va. Code §18-5G-3(a)(1), §18-5G-3(c)(6), and W. Va. Code §18-5G-3(c)(9). For more information about this matter contact the school administration or the West Virginia Department of Education.

Introduction

This Handbook was developed to answer many of the commonly asked questions that students and parents may have during the school year. Become familiar with the following information and keep the Handbook available for reference. The term “parent,” when used herein, means an official caregiver of a minor child, including, but not limited to, mother, father, stepparent, grandparent, foster parent, or court-appointed guardian. If you have any questions about this Handbook, please contact the principal. This Handbook does not constitute a contract between the school and the student or parent, and the school reserves the right at its discretion to change or amend the handbook at any time in the future. Please consult the school website to view the most up-to-date version of this handbook. Cooperation, respect for others, and a sense of wonder are essential to learning. For this reason, the following regulations and guidelines have been outlined in this manual to assist in maintaining a positive learning environment.

School Hours

Breakfast: 7:15 am-8:15 am

Instructional Times:

K-5: 8:15 am-3:15 pm

Middle School: 7:45 am-2:50 pm

PreK: 8:15 am-2:30 pm

Siblings with differing pick-up times may be picked up at the latest pick-up time of the siblings.

After School Care: PK-5 3:45pm– 5:00pm, Middle School 3:15-5:00 pm
(Daily fees are charged for afterschool care. Please see Principal for registration).

Parents of students picked up after 5:00 pm may incur a late pick-up charge per Board Policy. For students not picked up after 6:00 pm, the school may contact the appropriate authorities.

Definitions

“Parent” refers to any parent, guardian, foster caregiver, or caretaker.

“Board,” “Board of Directors,” and “Governing Board” refer to the Governing Board of the school.

“ESP” refers to the School’s Educational Service Provider.

Admission Information

Preference for Admission

Participation in a public charter school is based on parent choice. Each year, Clarksburg Classical Academy will announce its open enrollment period for any West Virginia parents or guardians who would like to apply for their student(s). If the number of applicants exceeds the capacity of the school or grade level, Clarksburg Classical Academy will conduct a random selection lottery after first granting enrollment preferences. Clarksburg Classical Academy will admit all students who reside in the state, provided there is the capacity to serve that student’s grade level per the annual enrollment goals for each year. All students are welcome.

The pool of applications will be sorted according to admissions’ preferences provided for by

statute and by grade level. Within each grade level, applications will be sorted according to the following categories arranged in order of admissions preference: 1) students currently enrolled; 2) siblings of enrolled students, and 3) students whose parent or guardian is a member of the governing board or is a full-time teacher, professional, or other employee at the school.

Enrollment Process

- A parent or legal guardian must complete the digital or paper Application for Admission to Clarksburg Classical Academy to be considered in the lottery process.
- Open enrollment begins each year in February.
- Applications submitted up to the announced enrollment decision date will be reviewed for completeness, legal residence, and age/grade of the student. Incomplete application forms will not be considered.
- A child must be five (5) years of age on or before July 1 in the school year enrollment is being applied for kindergarten.
- Notification of the lottery will serve as public notice of an official meeting of the Governing Board of the school, even if no action(s) are anticipated to be taken by members of the Board at the time of the lottery.
- If an enrollment lottery is required, it will be conducted as described herein.
- Once the lottery is complete, applicants will be notified of their status.
- Digital registration will be made accessible to applicants who received enrollment offers in the lottery process. If a family requires a paper enrollment form, they will be provided one. Families will have two weeks to complete the registration accurately and thoroughly, including the submission of all compliance-related documentation.
- Registrations that are not completed within the designated time, or applicants that cannot produce appropriate priority information, will forfeit enrollment offers.
- Seat placement determinations are made following receipt of the completed, compliant registration.
- If the number of lottery applications does NOT exceed seats available, parents/guardians that have submitted a lottery application have 1 week to complete registration. At the end of that week, the registration opens to the public and the school enrolls until capacity.
- As openings occur post lottery, applicants on the grade level waitlist will be contacted in the established order as determined under paragraph C of this section – Waitlist. Registration process access will be provided. Completion of the registration process is expected in two weeks to prompt a seat placement determination.
- Clarksburg Classical Academy will continue to enroll students using this process until the established enrollment number is met and maintained.
- Provision shall be made for children with a sibling enrolled at Clarksburg Classical Academy. If a child must be placed on a waitlist due to capacity issues, the child with an enrolled sibling will be granted priority.

Waitlist

The waitlist is the ordered list of applicant students without enrollment offers. The waitlist for each school year is initiated through the lottery process. Once all available enrollment opportunities are offered, the remaining applicant students will be added to the waitlist in the order drawn. The waitlist remains active through the academic year. The waitlist for a given year is not carried over to the next school year. A new enrollment application is required for each school year for which a student is seeking a new enrollment.

Students who wish to transfer to Clarksburg Classical Academy mid-school year may do so if the

school has the capacity to serve that student in that grade level. Otherwise, the student will be added to a waitlist for that grade level.

Kindergarten Entrance and Screening

Children entering the kindergarten program must be five years of age on or before July 1st or qualify for entrance under the school's policy. All children enrolling for the first time must be screened for vision, hearing, or speech and language disabilities. If the screening reveals the possibility of potential learning needs, the school must provide a further assessment. A child's screening and assessment data cannot be used to determine eligibility to enter kindergarten. Furthermore, the screenings are not intended to diagnose an educational disability or to be used for placement procedures. Screening results help identify areas of individual development that require further assessment for educational programming, particularly for students who might benefit from early intervention, prevention, acceleration, and enrichment programs.

Pre-Kindergarten Entrance and Screening

Children entering the pre-kindergarten program must be four years of age on or before July 1st or qualify for entrance under the school's policy. All children enrolling for the first time must be screened for vision, hearing, or speech and language disabilities. If the screening reveals the possibility of potential learning needs, the school must provide a further assessment. A child's screening and assessment data cannot be used to determine eligibility to enter kindergarten. Furthermore, the screenings are not intended to diagnose an educational disability or to be used for placement procedures. Screening results help identify areas of individual development that require further assessment for educational programming, particularly for students who might benefit from early intervention, prevention, acceleration, and enrichment programs.

Registration and Enrollment

Registration and enrollment are two different steps in the process of becoming a student at the school.

Registration initiates the first step in the two-step process. By registering, the parent expresses a desire to have their child attend the school. It does not mean the child will be enrolled in the school.

Parents express the desire to have their child attend by:

- Completing and submitting the Registration Form;
- Providing the child's:
 - Birth Certificate or other certification permitted by state law;
 - Proof of Residency
 - Current Immunization Record; and
 - Last Report Card, when appropriate

Annual Verification Information:

- Parent/guardians/students 18 years of age and older are required to provide the school with proof of residency/Address Verification annually and at any time a change of address, residency, or custody changes.

The second step is enrollment. After the registration period, as described above, is completed and the lottery process is completed, enrollment can begin. The child is not officially a student at the school until the second step, enrollment, is completed.

The child is enrolled when:

- All the registration steps are complete;
- The enrollment packet including all required documents is completed and submitted; and
- Grade placement is assigned.

Enrollment of students shall comply with the admissions procedures specified in the West Virginia Code and the school's Admission and Enrollment Policy.

Re-Enrollment

For those students presently attending the school, re-enrollment starts at the end of March or during the first week of April. **Students are not automatically re-enrolled from school year to school year. All parents must state their intention to have their child re-enrolled each school year.**

Non-Discrimination Policy

Enrollment will not be denied to any eligible applicant based on gender, age, race, religion, color, national origin, ancestry, pregnancy, marital or parental status, economic status, sexual orientation, or physical, homelessness, mental, emotional or learning disability. The school will also not discriminate in its pupil admissions policies or practices whether based on intellectual or athletic ability, measures of achievement or aptitude, or any other basis that would be illegal if used by any public school.

Health Certification and Immunization Requirements

State of West Virginia Immunization Requirements for School Attendance

All new students are required to submit a copy of their Immunization Records prior to enrollment. No student shall be permitted to remain in school if the student has not met the minimum immunization requirements established by the West Virginia department of health (WV Code §16-3-4 and 64CSR95) which may be accessed at https://oeps.wv.gov/immunizations/Documents/school/New_School_Entry.pdf

Medical authorities and school educators urge that every child have a complete medical examination before entering school so that the child may be physically ready to accept all the advantages which education has to offer.

Change of Address / Phone Number / Custody

It is the parent's responsibility to inform the school office of any change of address, phone number or custody. For changes of address, a new proof of residence will be required. For a change of custody, parents will be required to provide a copy of the custody order to the school.

Behavior Guidelines

Clarksburg Classical Academy expects positive behavior from all students, teachers, staff, and parents. Effective learning occurs with an approach to student behavior that stresses self-discipline, consistent with the maturity level of the students. Discipline, which reflects the school's policy of non-violence, exists to promote an atmosphere favorable to concentration, attention, and creativity. In addition, discipline is a positive attempt to help all students realize that they are important, worthwhile, and capable of learning. In classroom management, teachers shall be fair, firm, consistent, and impartial, displaying sensitivity to the needs of the individual child.

The following are the main ideas basic to the school's system of discipline. Students will be successful by:

- Knowing and obeying the rules,
- Accepting responsibility for their behavior, and
- Engaging in their learning daily.

Corporal punishment is not permitted. No employee shall threaten, inflict, or cause to inflict unreasonable, irrational, or inappropriate force upon a student.

Code of Conduct

The Governing Board has adopted a Student Code of Conduct. The information below is an outline of the school's code of conduct; the Code of Conduct adopted by the Board is attached hereto in the appendix. Any difference in the specifics of the outline below and the Board adopted Code of Conduct, the Board adopted Code of Conduct will prevail.

The rules of the Student Code of Conduct apply to any conduct:

- On school grounds during the school day or immediately before or after school hours;
- On school grounds at any other time when the school is being used by a school group;
- On or off school grounds at any school activity, function, or event;
- Traveling to and from school, including actions on any school bus, van, or public conveyance; and
- On the Internet including but not limited to any social media platforms, whether on school grounds or off school grounds if the conduct affects the school's teachers and staff or the education of the school's students.

Violation of the Code of Conduct may subject the student to discipline including but not limited to detentions and in-school suspensions and up to and including suspension, expulsion, or permanent exclusion. The following behavior is a violation of the Student Code of Conduct:

- Tardiness – Arriving later than scheduled*
- Truancy – Absent without permission*
- Dress Code Violation – Not adhering to school dress code.
- Disobedient/Disruptive Behavior – Unwillingness to submit to authority, refusal to respond to a reasonable request or any act that disrupts the orderly conduct of a school function; behavior that substantially disrupts the orderly learning environment (i.e., dress code violation, inappropriate language, cursing, inappropriate gestures)
- Cheating – To act dishonestly; copying of someone else's work; to deceive, take credit for work not done by the student.
- Profane/Obscene Language or Gestures Between/Toward Students or Staff – Use of unacceptable words, terms, or gestures to embarrass or insult another student or staff member.
- Theft – To take the property of an individual or the school without right or permission.
- Fighting/Violence – To participate in physical contact with one or more students with the intent to hurt or injure.
- Use, Possession, Sale, or Distribution of Tobacco Products
- Use, Possession, Sale, or Distribution of Alcoholic Beverages
- Taking and/or sharing videos or photos on school property without consent (recording prohibited behaviors on school property is not allowed under any circumstances ex: fighting, bullying etc.)
- Vandalism/Damage to School or Personal Property – Purposeful destruction, misuse or defacing of school or other's personal property.
- Intimidation/Interference/Hazing of Student or Staff – Threatening to physically or verbally harm, interfere, or degrade another student or staff.

- False Alarms/Bomb Threat – Purposefully engaging in a false alarm
- Use/Possession/Sale/Transmission/Concealment of any Drug or look-alike drug or other illegal or Controlled Substance
- Use, Possession, Sale or Distribution of a Firearm – Firearm has the same meaning as provided pursuant to the “Gun Free Schools Act of 1994.”
- Use, Possession, Sale or Distribution of any Explosive, Incendiary or Poison Gas – Any destructive device, including a bomb, a grenade, or a rocket.
- Unwelcome Sexual Conduct – Unwelcomed sexual advances, requests for sexual favors, other physical or verbal conduct or communication of a sexual nature, including gender-based harassment that creates an intimidating, hostile, or offensive education or work environment, i.e., pinching, grabbing, suggestive comments, gestures, jokes, or pressure to engage in sexual activity.
- Harassment, Intimidation, or Bullying behavior (including by an electronic act) as defined in the school’s Policy on Harassment, Intimidation, and Bullying
- Gang involvement – Participation in gang-related actions, dress, or activities
- Weapons – No student at any time, for any reason, shall possess, handle, transmit, or use any object, which can be reasonably considered a weapon in or on the property of the school, or any school-sponsored activity held away from the school property. For purposes of illustration, but without limitation, this rule shall include firearms, explosives, fireworks, and knives, including penknives, chemicals, and other dangerous objects, which are of no reasonable value to a student other than as a weapon. Possession of a “weapon” may result in immediate expulsion.
- Serious Bodily Injury – An incident that results in serious bodily injury to oneself or others. Serious bodily injury is defined as “a bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member or organ.”
- Wrongful Conduct – Actions not in the listing above that impede, obstruct, interfere, or violate the mission, philosophy, and regulations of the school or classroom, including any policies listed in this handbook or the Board of Directors’ Board Policy Manual.

*A student may not be suspended or expelled for truancy.

Dress Code

All students are expected to come to school in clean and properly fitting uniforms with proper hygiene and hair styled neatly. Daily personal grooming is important. Pride in one’s appearance is the first step in gaining self-esteem and confidence. Moreover, limiting distractions associated with inappropriate or unusual dress and personal style promotes a positive learning environment. Parents will be contacted if a student is out of uniform or comes to school poorly groomed.

The student dress code is an important part of the school program and philosophy. Making a choice to attend the school, the student (with parent support) agrees to follow all dress code requirements. **The dress code is not an option for the student or parent.** Not choosing to follow the dress code may lead to suspension or expulsion.

The Clarksburg Classical Academy Administration is the prime enforcer of this policy. "Uniforms are to be worn daily unless otherwise notified (i.e. spirit week, special events, etc).

- Navy blue, black, yellow and/or white polo or button-down shirt (long or short sleeve).
- No visible undergarments.
- Navy blue, black, or khaki slacks. No colored denim may be worn. No jeans, cargo pockets, overalls, sweatpants, leggings or jeggings.

- Navy blue, black or khaki skirts, skorts, or jumpers, which must be knee length. No floor length dresses.
- Navy blue, black or khaki shorts, which must be knee length.
- Black or brown belts must be worn around the waist (no “sagging”) when belt loops are present.
- Solid color dress shoes or plain white tennis shoes may be worn; shoes must be closed toed shoes. – No deck shoes, moccasins, sandals or boots (rain or snow boots are permissible during inclement weather).
- Blue or white sweater or jacket.
- Hooded sweatshirts (Hoodies) are not allowed in the building.
- Baseball caps are not allowed in the building.
- On Fridays, Clarksburg Classical Academy branded Spirit Wear such as t-shirts or sweatshirts maybe worn. Sweatpants are not allowed.
- All grades: Tennis shoes must be worn on scheduled physical education day.
- Outer garments are to be stored during the school day. No hats or hoods may be kept on during the school day unless students are outside in inclement weather.

School administration may make changes to the dress code during the school year if there is an article of clothing that is being worn that is a disruption to the learning environment. The school administration will first notify parents in writing that the changes are to be made. Students are expected to comply with changes that have been appropriately communicated.

Attendance

Regular attendance and punctuality are essential for success in school and necessary for success later in life. Each student at the school has the responsibility to attend all classes regularly and to be on time.

The required attendance of students shall conform to the minimum standards prescribed by W. Va. Code §18-8-1. Therefore, absences from school should be only for illness or an emergency.

In case of an absence from school:

- The parent must notify the school before the beginning of the school day from which their child will be absent. Calls are to be made to the school office. The school shall make at least one attempt to contact the parent for any student absent without a legitimate excuse. Parents or a designated adult will be required to sign the child out when they leave and then sign in if they return. A sign-in/sign-out sheet is in the school office and a photo ID will be required.
- While permission will be given to keep a dental/doctor appointment during school hours, parents are encouraged to make these appointments for times other than class hours, if possible. Every tardy or absence (excused or unexcused) slows the progress of a child’s development.
- Both “excused” and “unexcused” absences are counted toward the maximum allowable absences. The distinction is made between “excused” and “unexcused” absences for determining whether a student may have the opportunity to make up classwork and whether disciplinary action is in order.
- All documentation relating to absences must be provided to the school no later than three instructional days after the first day the student returns to school.
- Students who are habitually or excessively absent or tardy may be referred for interventions pursuant to the school’s Attendance, Truancy, and Withdrawal Policy.

The term “excused” will refer to any absence from a class based on the following:

- Medical appointment
- Pursuant to medical advice
- Death of an immediate family member
- Personal illness
- Court appearance
- Religious observance
- Other as deemed by the school administrator.

The term “unexcused” will refer to any absence from a class based on the following:

- Leaving school early without proper authorization
- Other unexcused absences as defined by the school administrator.

NOTE: Failure to attend any school function outside the regular school day will not be considered an absence.

Make-Up Work

When an excused absence occurs, students are responsible for making up the assignments that are missed. The teacher will assign make-up work and set a date for completion, which shall be the same number of days as the corresponding absence. Assignments not completed will result in failing grades.

In the event of a planned excused absence, the school must be provided with three or more days of advanced notice for teachers to provide class assignments. Students must return completed assignments within two days of returning to school.

Make-up work will not be provided for unexcused absences or suspensions. It is strongly suggested that absences not occur during state testing week(s).

Truancy Generally

Attendance at school is key to achievement. Students are expected to attend school regularly and on time. Parents are encouraged to partner with the school to ensure attendance and timeliness. Parents are encouraged to make any doctor, dentist, etc., appointments for times other than school hours. No student shall be suspended or expelled based solely on the number of absences.

Habitually Truant

When a student is habitually truant:

- In the case of three (3) total unexcused absences of a student during a school year, the attendance clerk or principal designee will make meaningful contact with the parent, guardian, or custodian of the student to ascertain the reasons for the unexcused absences and what measures the school may employ to assist the student in attending and not incurring any additional unexcused absences.
- In the case of five (5) total unexcused absences, the attendance clerk or principal designee will again make meaningful contact with the parent, guardian, or custodian of the student to ascertain the reasons for the unexcused absences and what measures the school may employ to assist the student in attending School and not incurring any additional unexcused absences.
- In the case of ten (10) total unexcused absences of a student during a school year, the attendance clerk or principal may make a complaint against the parent, guardian, or custodian before a magistrate of the county.

- When any doubt exists as to the age of a student absent from school, the attendance clerk has the authority to require a properly attested birth certificate or an affidavit from the parent, guardian, or custodian of the student, stating the age of the student.
- A student whose educational services are provided in conjunction with an SAT Plan, IEP, or Section 504 Plan may warrant special consideration when a pattern of single, multiple, or chronic absences exist. The student's status should be reviewed by the SAT, IEP, or Section 504 Plan team as deemed appropriate and in accordance with state and federal laws.

Reporting

The school shall report as soon as practical to the State Regional Vice President of Schools on attendance at times required and provide all necessary details. The attendance clerk or principal or designee will file with the county Regional Vice President and county board at the close of each month a report showing the activities of the school attendance office and the status of attendance in the county at the time. The absences that are excluded by rule shall include but are not limited to excused student absences, students not in attendance due to disciplinary measures, and absent students for whom the attendance clerk has pursued judicial remedies to compel attendance to the extent of his or her authority. The school will report all dropout data to the West Virginia Department of Education.

Tardy Policy

All students reporting to school after the school day begins will be considered tardy. Tardy arrivals are added to hours absent, and the student may be referred to Absence Intervention Team.

Students must be in their assigned classroom by the start of the school day. Just being "in school" or "hanging around" in the restrooms, gym, or the halls is not considered ready for school and in the classroom. Students using such an excuse will be marked tardy.

Parents are encouraged to make dental/doctor appointments for times other than class hours, if possible. Every tardiness, even if excused, slows the progress of a child's development.

Tardiness is only excused for the same reasons as absences.

Suspension and Expulsion Procedures

The school recognizes that exclusion from the educational program is a serious sanction, and that suspension and expulsion must follow due process mandates. Additionally, the school will comply with all state and federal laws pertaining to students with disabilities. Please see the appendix – Code of Conduct/ Suspension, Expulsion – for the procedures for suspension and expulsion.

A student may be disciplined for any violation of the student code of conduct, even if the violation occurs on property not owned or controlled by the school if the violation took place during activities connected with the school or if the behavior is directed at a school official.

Any student suspended or expelled under this policy will not be permitted to participate in any extracurricular activities.

Discipline for Students with Disabilities

Clarksburg Classical Academy Code of Conduct/ Suspension, Expulsion Policy shall apply to all children unless a child's individualized education program (IEP) specifically provides otherwise.

Clarksburg Classical Academy will ensure that the parents and the child with a disability receive notice of the rules and regulations applicable to children with disabilities with respect to child management, discipline, and suspension/expulsion upon the child's entry into a special education program or at the annual IEP review. Procedures for discipline of students with disabilities and with 504 Plans are outlined in the Code of Conduct/ Suspension, Expulsion.

Withdrawal Policies and Procedures Voluntary Withdrawal

Parents withdrawing students from School are asked to give the school at least one week's notice. The school requests that parents use the Withdrawal Form available from the School Office to provide notification of the new school the student will be attending. This signed form gives official notice of the child's withdrawal. Records will not be released until a Release of Information form is completed by the legal parent or a request for records is received from a subsequent school. In addition, all outstanding fees, academic records, or obligations must be met, including the return of all textbooks/electronics.

Academics

Curriculum

The school provides a high-quality standards-based curriculum using an inquiry model to enable the students to meet individualized goals and prepare for their lives after elementary school. The school shares the student's progress with parents and provides an explanation of the results to parents during the school year.

All Clarksburg Classical Academy middle school students will be provided counseling, advisement, career awareness, career interest inventories, and information to assist them in evaluating their academic skills and career interests.

Assessment and Intervention

A strong assessment plan is the cornerstone of any successful instructional program. ACCEL Schools, the School's ESP, implements numerous assessment tools for students. To verify curricular alignment, ensure instructional efficacy, and monitor student learning, schools must employ a balanced assessment system that includes several types of testing methods to determine what students are learning, how teachers are teaching, and what instructional and curricular decisions must be made regarding scaffolding, alignment, adjustments, and interventions. In a balanced assessment program, school leaders plan for diagnostic, formative, interim, and summative assessments. In this way, assessment results provide identification of students in need of intervention, feedback to teachers about instructional practice, and verification of curricular strengths and weaknesses.

Clarksburg Classical Academy Assessment System

- Incoming Assessment – All new students will be assessed for learning readiness using a computer adaptive, nationally normed test. The results from this initial assessment will assist teachers in developing a personalized plan for each student using West Virginia College- and Career-Readiness Standards.
- Ongoing Assessments – Once a student is enrolled and has finalized their personalized plan with an advisor, the student will participate in a variety of performance assessments over time to monitor their progress and modify their academic program keeping them on track for academic success. These assessments include:
 - Short Cycle Assessments

- Course level Assessments
- Computer-adaptive Nationally Normed Assessments: The assessments are taken three times per school year by all students. Baselines (incoming assessment) are established in the first month of the school year. Once a baseline has been established, performance is also measured in the winter and spring.
- State tests: Summative assessments to measure student achievement in learning the standards.

Below is a summary of specific tests:

- Local Benchmark/Diagnostic (Computer Adaptive Nationally Normed)- iReady
- Incoming Assessment- iReady
- Short Cycle Assessments- iReady (K-8) and Mastery Connect (K-12)
- Reading Fluency- DIBELS or other similar assessment
- Classroom Assessments – iReady Standards Mastery, Mastery Connect, Course assessments
- State Assessments:
 - West Virginia General Summative Assessment- ELA & Math for grades 3-8;
 - Science in grades 5 and 8
 - West Virginia ELP Assessment for 21st Century (ELPA21)
 - WVASA- ELA and Math for grades 3-8; Science in grades 5 and 8
 - NAEP

Report Cards

Report cards are sent to the home through the mail, email, given directly to the parent, or sent home with the student for each grading period (four times a year). See the school calendar for these dates. Please check with the administrator to learn what distribution method is used at the school.

Copies of all report cards are placed into the student’s cumulative file.

Kindergarten students will receive a report card at the conclusion of the second and fourth grading period. Kindergarten students will receive an Interim Report at the conclusion of the first and third grading period.

The grading scale is as follows:

90%-100%	A
80%-89%	B
70%-79%	C
65%-69%	D
64% and below	F

Parent / Teacher Conferences

Formal parent-teacher conferences are conducted at least once a year. Conference dates are specified in the school calendar. Conference schedules will be issued through the school office but arranged by each student’s teacher. Once a conference date and time have been arranged, parents should contact the student’s teacher if a change is necessary. Parents may request conferences throughout the year.

Parent-teacher conferences are a focal point in student evaluation and reporting to the parents. This is a two-way avenue for both parents and teachers and may be initiated by either party as

needed.

Open House

The open house will be held during the month of September or October. Parents will be notified of the exact dates and are encouraged to attend. Additional “Meet the Teacher” times could be scheduled prior to school starting.

School Operations

School Day, Arrival, and Dismissal

School days and vacations are provided in the school year calendar.

After school fees may be assessed for those students remaining at school after 4:00 pm and who are not in the after-school care program. The school reserves the right to contact the appropriate authority if a student is not picked up from school.

Illness

Parents are encouraged to examine their child each morning before leaving for school to see if any signs or symptoms of illness are present.

If a student is ill, please keep the student at home and notify the school of the absence. Should a condition persist, the student’s physician should be consulted. Parents are urged to establish children with a physician so that one can be promptly called when the need arises. Students should not return to school until a 24-hour period of a normal temperature has elapsed. All guidelines on COVID-19 prevention must be followed.

Emergency Phone Calls

Parents should not call the school for the delivery of messages to children, except in cases of emergency. Students may give the school’s phone number to relatives for emergency purposes only. The main office will take a message and forward it to a student as soon as possible. Students are not permitted to use school phones without approval from school personnel.

Early School Dismissal

Occasionally, weather conditions or other building emergencies may arise that necessitate sending students home earlier than the regular dismissal time. Every possible effort will be made not to make such a closing. In case of closing, every effort will be made to contact the parents under these conditions. It will be necessary for the parent to arrange procedures (such as staying with a neighbor, friend, relative, etc.) for their child to follow in case there is no one home to meet them. Parents should make these arrangements beforehand and instruct the child on what they are to do. The school cannot make any such decisions.

Emergency School Closings

Should it be necessary to close the school for inclement weather or other unforeseen emergencies, parents will be notified via phone, text, and email. If the county school district in which the school is located is closed for inclement weather, the school will also close. Primary contacts receive automated phone calls, texts, and emails to alert them of the school closing.

Cars / Parking

For the sake of order and safety, parents coming to drop off or pick up their children are to park in designated areas only. The school will give traffic and parking before the opening of school.

Breakfast / Lunch

Families needing financial assistance may apply for free or reduced breakfast/lunch fees through the school office. Information for the free and reduced breakfast/lunch program is sent home early in the school year and the forms are available throughout the year in the school office. Note: it is the responsibility of the parent to see to it that their child is provided lunch or to notify the school of qualification for free or reduced lunch. Parents are required to settle all lunch invoices monthly.

Recess

When scheduled, students are expected to participate in outdoor recess activities during the school day – weather permitting. If a student is too sick to go outside for recess, the student should not be in school. Parents must ensure that the student has the appropriate clothing for outdoor activities. Coats, hats, and gloves should be worn as recess will be outside unless the temperature is 32 degrees (F) or less (actual or wind chill).

Textbooks/Chromebooks

Students are expected to take care of and are responsible for the textbooks and Chromebooks assigned during the school year. Parents will be responsible for paying a replacement fee for lost or damaged textbooks or computers. The student's academic records will not be released until payment of the replacement fee is settled.

Money

All money turned into the school should be in an envelope marked with the child's name, grade, amount, and purpose. The children are not to bring additional money to the school. The school is not responsible for any money brought to the school.

Lost and Found

Any personal items that have been left at the school will be taken to the main office. If students find personal items that belong to others, they should turn the items into the main office as soon as possible. The school is not responsible for lost money, jewelry, phones, or other personal items.

Many clothing items find their way into the lost and found containers. Parents are encouraged to have their children request permission to look for missing items. Many good clothing items are never claimed and are given to various charitable organizations as space permits.

Money, jewelry, and other personal items may be turned in at the office. Students should ask permission from their teacher to come to the office to claim any such items.

Student Photographs

School pictures will be taken in the fall of each school year. Parents will be offered a package of individual and class photographs through the photography company. All students will be photographed whether or not a package is purchased unless the parent sends a written refusal.

Visitors

Visitors are required (for the safety and security of everyone) to report to the school office before

their visit to a classroom or other parts of the facility. All visitors must sign in upon arrival, sign out before leaving the facility, and wear a visitor's identification badge while on the premises. Visitors are not to approach students and should always be escorted by a staff member while on the premises.

All visitors must pre-arrange, through the office, any meetings or visits with the teacher or classroom. The length and repetition of visits shall be determined by the school administrator to be in the student's and the school's best interest.

Visitors are asked not to attempt an impromptu parent-teacher conference, particularly while students are in the classroom.

The school reserves the right to deny access to anyone, including parents, to the school facility and grounds.

Volunteer Program

Parents and members of the community may be asked or wish to give of their time in the form of volunteering. Information regarding these opportunities will be forwarded to the parents as appropriate. This is a wonderful opportunity to become more involved with the school.

Volunteers will be required to obtain a criminal background check without qualifying offenses.

Field Trips

Field trips may be conducted throughout the school year and are correlated with students' educational experiences within the classroom. Parental permission slips are required for a student to participate. Without a signed permission slip, the student will not be able to participate in the field trip. In addition, an Emergency Medical Authorization Form must be on file at the school before a student may participate. Teachers may request parents to assist in organizing and chaperoning field trips.

Please note: To be considered as a chaperone, it is required that you obtain a criminal background check with no qualifying offenses prior to participating in any school activity.

Classroom Parties

Parties may be scheduled for special holidays and/or special occasions. The classroom teacher will coordinate and communicate dates, times, and procedures for such events. Each classroom teacher will establish a party policy for his/her individual classroom. Parental requests for parties will be approved or denied by the classroom teacher. Any request for a child not to participate in any/all such parties or activities should be in writing and forwarded to the teacher ahead of time.

Personal Items Brought to the School

Students are not allowed to bring personal items to school. To avoid disruption of the educational process, currently popular items such as trading cards, electronic games, and action figures are to be left at home. Such articles will be taken and returned only to the parent or the law authorities if deemed prudent to do so by the building administrator. Except for approved fundraisers, students are not permitted to sell or trade anything among themselves at school, on the school grounds, or on the bus. This includes food from lunches. Pets should never be brought to school without prior permission from the administrator. For service animals, please see the Administrator for the school policy. Further, items should not be brought in glass jars because of the danger of breakage (e.g., lunch items).

Lost/Stolen Items

The school **is not responsible** for lost stolen personal items, including cell phones, even if turned over to school personnel.

Backpacks, Desks, Lockers, and Other Personal Storage Areas

All lockers, desks and other storage areas provided to the student for use remain the property of the school. The student has no expectation of privacy in any storage area assigned to them. No student shall lock or otherwise impede access to any locker or storage area, except with a lock (if any) approved and provided by the school. Unapproved locks will be removed and destroyed with no compensation. Upon authorization of the building administrator, personal storage areas may be searched at any time for any reason.

Upon authorization of the search team, including the administrator or designee, backpacks, desks, and other personal storage areas may be searched at any time for any reason. The search team may at any time, with reasonable suspicion, call upon the assistance of the local police authorities to conduct a search of backpacks, desks, and other personal storage areas, and the contents contained therein.

Pesticide Notice and Log Policy

Parents and guardians of minor children, adult students, faculty, and staff who are enrolled or employed at the school may request and receive prior notifications of the applications of pesticides that are scheduled for a time when school is in session. All such requests shall include the requesting party's email address or telephone number and shall be submitted to the school administrator at the school office. The school administrator is designated as the contact person for all pesticide applications made at the school.

Additionally, pesticide logs shall be available for inspection at the school office during normal school hours. Said logs shall be retained for one year following the date of the pesticide application.

This Policy shall not apply to disinfectants, sanitizers, germicides, and anti-microbial agents.

Health and Safety

The school provides a safe and clean environment and takes precautions to protect students and staff. The building doors are locked during the school day. Entrance to the building is by office permission. Closed-circuit cameras cover all entrances and are placed at strategic locations throughout the building.

Reporting Injuries

If a student is injured at the school, they must immediately report the injury to school personnel. The main office will complete an injury report and will provide a copy of the report to the parents as notice of the incident.

Health Clinic

When available, the school nurse or health aide handles all first aid; otherwise, first aid issues will be handled by other school personnel. All students are required to have an Emergency Authorization Form on file at the school, including a telephone number at which the parent may be reached. These forms will be used in case there is a medical emergency or illness.

Emergency Medical Authorizations

Each parent is asked to complete and return to the school an Emergency Medical Authorization Form, which will be included in the student's cumulative record folder. Parents are responsible for ensuring that this authorization form includes the necessary information the school must have should an emergency arise. It is extremely important that this authorization form is fully completed and updated as medical needs or contact information changes.

Medication Administration

The administration of medication to students during the school day is the responsibility of the parents per West Virginia Code §126CSR27. West Virginia Code §126CSR27-6.5. b. promotes student individual responsibility and education. Self-administered, prescribed emergency or acute medications, such as but not limited to epinephrine, insulin, asthma inhaler, or ibuprofen, when the prescription indicates that said student may maintain possession of the medication. The student must be able to bring the medication to school, carry the medication in a safe and responsible manner, and use the medication only as prescribed. At the discretion of the Boards, high school students (not below grade 9) may be allowed to carry and self-administer non-prescribed over-the-counter (OTC) medication with parent authorization, unless restricted by the administrator or principal.

Per W. Va. Code §18-5-22, students are permitted to possess and use a metered-dose or dry powder asthma inhaler to alleviate or prevent asthmatic symptoms at the school.

Per W. Va. Code §18-5-22, students are permitted to carry and use an epinephrine auto-injector to treat anaphylaxis (an intense allergic reaction). For a student to properly possess or use an epinephrine auto-injector at the school, written approval from the student's physician and parent must be signed and received by the school.

For asthma inhalers and epinephrine auto-injectors, Written Approval by the student's physician must include all information as detailed hereinbelow or as indicated on the Food Allergy Action Plan, if applicable. If a student has a serious food allergy, the parent must complete a Food Allergy Action Plan.

"Written Approval" hereunder must include the following information:

- The name and address of the student;
- The name of the school and class in which the student is enrolled;
- The name of the medication and the dosage to be administered;
- The times or intervals at which each dosage of the medication is to be administered;
- The date the administration of the medication is to begin;
- The date the administration of the medication is to cease (if applicable);
- Acknowledgement that the physician has determined that the student is capable of possessing and using the auto-injector appropriately and has provided the student with training in the proper use;
- Any severe adverse reactions that should be reported to the physician and one or more phone numbers at which the physician can be reached in an emergency;
- Instructions outlining procedures to follow if the asthma inhaler does not provide adequate relief;
- A list of adverse reactions that may occur if an individual for whom the asthma inhaler was not intended uses the medication; and
- At least one emergency telephone number for contacting the physician and one number for contacting the parent
- Any other special instructions.

Should any information regarding the medication change, the parent must submit a revised Written Approval statement.

All medications must be in the prescribed container.

The school shall acquire and retain copies of each request and accompanying Written Approval statement. The Written Approval statement shall be given to the employee authorized to administer the drug by the next school day after receipt.

The school shall store the medication in a locked location in the school office or other location as determined by School personnel that meets legal requirements for storage. Any drugs that require refrigeration shall be stored in a refrigerator located in a place not commonly used by students.

Properly trained school staff may administer epinephrine in an emergency, in accordance with the Written Approval and/or the student's Food Allergy Action Plan when emergency medical service providers are not immediately available, and the exigency of the circumstance requires immediate action. School staff will immediately request assistance from an emergency medical service provider whenever a student is administered epinephrine at the school or at an activity, event, or program sponsored by the school. This request for medical assistance applies whether the student self-administers the medication, or a school staff member administers it to the student.

Students with Diabetes

All students enrolled in the school will receive appropriate and needed diabetes care in accordance with an order signed by the treating physician. The care includes any of the following:

1. Checking and recording blood glucose levels and ketone levels, or assisting the student with the check
2. Responding to blood glucose levels outside of the student's target range
3. Administering glucagon or other prescribed emergency treatment during a case of severe hypoglycemia
4. Administering or assisting in the administration of insulin
5. Providing oral diabetes medication
6. Understanding schedules and food intake for meals and snacks to calculate medication dosages pursuant to the physician's order
7. Following the physician's instructions regarding meals, snacks, and physical activity
8. Administering diabetes medication as long as the following conditions are met:
 - a. Administered by a school nurse, or in the absence of a school nurse, an employee trained in diabetes care.
 - i. Any training shall be coordinated by a school nurse or licensed health care professional with expertise in diabetes;
 - ii. Each year the training shall take place prior to the beginning of the school year, or as needed, not later than fourteen days after receipt of a physician's order;
 - iii. Any individual who completes the required training shall be considered by the Board as qualified to administer diabetes care.
 - iv. The school nurse or licensed health care professional shall provide follow-up training and supervision.
 - b. The school receives a written request with the following information:
 - i. The name and address of the student
 - ii. The school and class in which the student is enrolled
 - iii. The name of the drug and the dosage to be administered

- iv. The times or intervals at which each dosage of the drug is to be administered
- v. The date the administration of the drug is to begin
- vi. The date the administration of the drug is to cease
- vii. Any severe adverse reactions that should be reported to the prescriber and one or more phone numbers at which the prescriber can be reached in an emergency
- viii. Special instructions for administration of the drug, including sterile conditions and storage
- c. The parent agrees to submit a revised written request upon any changes to any of the items listed in paragraph 8.b. above.
- d. The person administering the drug has a copy of the written request.
- e. The medication is in the prescribed container.

Within fourteen days of receipt of a physician's order regarding a student with diabetes, the Board shall inform the student's parent that the student may be entitled to a 504 plan.

Upon written request of a parent, a student with diabetes shall be permitted to attend to their own care in accordance with the physician's order if the student's treating physician determines the student capable of performing the tasks. The student shall be permitted to perform the care tasks in any area and to possess all necessary supplies and equipment. If the student uses the medical equipment for a purpose other than the student's own care, the Board may revoke the student's permission to attend to their own care.

The school, members of the Board, and employees of the school are not liable for damages in a civil action for injury, death, or loss to a person or property allegedly arising from providing care or performing duties associated with diabetes care unless the act or omission constitutes willful or wanton misconduct.

Food Allergy Action Plan

If a student has a serious food allergy, the student and his/her parent must complete a Food Allergy Action Plan.

Vision, Hearing, and Scoliosis Screening

Screening for the students will be conducted in accordance with state guidelines. The school nurse will notify the parent of the results. Any conditions discovered that might impede the student's health or school progress will be brought to the parent's attention by the school nurse.

Eye Protective Devices

Staff and Students shall wear eye protection that complies with Federal and State standards when working in areas involving:

- flying particles
- molten materials
- acids, caustic, or explosive materials
- chemical oases or vapors
- potentially injurious light radiation
- welding, milling, sawing, drilling, turning, shaping, cutting, grinding, buffing.

Wellness Program

Considering the Child Nutrition and Women, Infants, and Children (WIC) Reauthorization Act of

2004 by Congress, the school recognizes the role it can play in building nutrition knowledge and skills in students to promote healthy eating and physical activity choices. This law requires local education agencies participating in a program authorized by the National School Lunch Act or the Child Nutrition Act of 1966 to develop a local wellness policy. The passing of the Healthy, Hunger-Free Kids Act of 2010 added provisions to expand upon the previous local wellness policy requirement of the 2004 Act. The school supports student health and wellness.

Reporting Child Abuse / Neglect

When any staff member suspects abuse or neglect, they will first notify the building administrator. The staff member will then call the local reporting agency in the presence of the administrator. The staff member will document the notification. All reports are to be confidential. For further information regarding reporting of child abuse or neglect, see the principal.

Technology and Internet Safety

As more fully outlined in the school's Technology and Internet Safety Policy attached as an Appendix to this handbook, the use of technology is a privilege and an important part of the school's overall curriculum. The school will, from time to time, make determinations on whether specific uses of technology are consistent with school policies for students and employees of the school but does not warrant that the technology resources will meet any specific requirements of the student or other users, or that it will be error-free or uninterrupted. The school always reserves the right to monitor and log technology use, to monitor fileserver space utilization by users, and examine specific network usage (as may be deemed necessary) for maintenance, safety, or security of the technology resources or the safety of the user.

By signing the Parent/Student Contract Page at the end of the Parent/Student Handbook, the parent and student agree:

- To abide by all school policies relating to the use of technology;
- To release all school employees from any and all claims of any nature arising from the use or inability to use the technology;
- That the use of technology is a privilege; and
- That use of the technology will be monitored, and there is no expectation of privacy whatsoever in any use of the technology.

The parent/student further agrees and understands that the student may have their privileges revoked or other disciplinary actions were taken against them for actions or misuse such as, but not limited to, the following:

- Altering system technology, including but not limited to, software or hardware;
- Placing unauthorized information, computer viruses, or harmful programs on or through the computer system in either public or private files or messages;
- Obtaining, viewing, downloading, transmitting, disseminating, or otherwise gaining access to or disclosing materials the school believes may be unlawful, obscene, pornographic, abusive, harmful to minors, or otherwise objectionable;
- Using technology resources for commercial, political, or other unauthorized purposes – the school technology resources are intended only for educational use;
- Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users;
- Disrupting technology through abuse of the technology, including but not limited to, hardware or software;
- Malicious uses of technology through hate mail, harassment, bullying, profanity, vulgar

- statements, or discriminating remarks;
- Interfering with others' use of technology;
- Installation of software without the consent of the school;
- Violating the conditions of federal and West Virginia law dealing with students' and employees' rights to privacy;
- Violating copyright laws by illegally downloading or installing music, any commercial software, shareware, or freeware;
- Damaging any technology devices;
- Allowing anyone else to use any account other than the account holder; and
- Other unlawful or inappropriate behavior.

The parent and student also acknowledge and agree that the student is solely responsible for the use of his/her accounts, passwords, and/or access privileges, and that misuse of such may result in appropriate disciplinary actions (including but not limited to suspension or expulsion), loss of access privileges, and/or appropriate legal action.

The parent and student must also know and further agree that:

- Should the user transfer a file, shareware, or software that infects the technology resources with a virus and causes damage, the user will be liable for any and all repair costs;
- The user will be liable to pay the cost or fee of any file, shareware, or software transferred or downloaded, whether intentional or accidental;
- Should the user intentionally destroy information or equipment that causes damage to technology resources, the user will be liable for any and all costs; and
- Violation of the Internet Usage Policy is also a violation of the school Code of Conduct and may result in other disciplinary action, other than those specifically set forth above, including but not limited to suspension or expulsion.

Harassment, Intimidation, Bullying

As more fully set forth in the school's Policy on Harassment, Intimidation, and Bullying, including by an electronic act, and attached as an appendix to this handbook, harassment, intimidation, or bullying behavior is strictly prohibited, and students who are determined to have engaged in such behavior are subject to disciplinary action, which may include counseling, suspension, or expulsion from school. The school's commitment to addressing harassment, intimidation, and bullying, however, involves a multi-faceted approach, which includes education and the promotion of a school atmosphere in which this behavior will not be tolerated by students, faculty, or school personnel.

It is imperative that harassment, intimidation, and bullying be identified only when the specific elements of the definition are met because the designation of the conduct of such behavior carries its special statutory obligations. Any misconduct by one student against another student or staff, whether or not appropriately defined as harassment, intimidation, or bullying will result in appropriate disciplinary consequences for the perpetrator.

Prohibited Gang Activity

Students are prohibited from engaging in gang activities while at school, on school property, to or from school, or at a school-related function or event whether at the school or outside of the school facility and on the Internet. Any student who violates this policy will be subject to disciplinary action, up to and including expulsion from school.

The term "gang" is defined as any non-school sponsored group of students with secret and/or

exclusive membership, whose purposes or practices include unlawful or anti-social behavior as well as actions that threaten the welfare of others.

The term “gang activity” is defined as any conduct engaged in by a student:

- On behalf of a gang;
- To perpetuate the existence of a gang;
- To effect or promote the common purpose and design of any gang, including the wearing of apparel, jewelry, or symbols;
- To recruit for membership in a gang;
- To threaten or intimidate by use of gang affiliation; or
- To represent gang affiliation, loyalty, or membership in any way while on school grounds or while attending a school function.

These activities may include recruiting students for gang membership and threatening or intimidating other students or staff against their will to promote any gang's common purpose and design.

Drug-Free School

In accordance with applicable law, the school prohibits the use, possession, concealment, or distribution of drugs by students on the school grounds, in the school building, on school buses, or at any school related event. Drugs include any alcoholic beverage, an anabolic steroid, and any dangerous controlled substance as defined by state or federal statute, or any substance that could be considered a “look alike” controlled substance. Compliance with this school policy is mandatory for all students. Any student who violates this policy will be subject to disciplinary action as specified in this Parent/Student Handbook, up to and including expulsion from the school. When required by state law, the school will also notify law enforcement officials.

Weapon-Free School

No student at any time, for any reason shall possess, handle, transmit, or use any object, which can be reasonably considered a weapon or considered a “look-alike” weapon in or on the property of the school, school bus, or any school-sponsored activity held away from the school property. Possession of a weapon may result in immediate expulsion and involvement of local law enforcement.

- A weapon is anything that is commonly used or designed to hurt someone or to put someone in fear (examples: guns, knives, knuckles, clubs, box-cutters, etc.).
- A dangerous instrument is anything that although not specifically designed to hurt someone, can be used to hurt someone, or put someone in fear (examples: belts, combs, compasses, etc.).
- An explosive is any substance that can potentially generate a release of mechanical or chemical energy (examples: firecrackers, cherry bombs, gun shells, etc.).
- Any object that closely resembles a weapon or explosive and could put persons in fear for their safety is included in this category (examples: starter pistols, pellet guns, toy guns, smoke bombs, etc.).

The firearm has the same meaning as provided under the “Gun Free Schools Act of 1994.” At the time this policy was adopted, the above-referenced statute defined a firearm as any weapon (including a starter’s gun) which will or is designed to or can readily be converted to expel a projectile by the action of an explosive, the frame, or receiver of any such weapon, any firearm muffler or silencer; or any destructive device. If the definition of a firearm as provided by the “Gun Free Schools Act of 1994” changes, then the definition outlined in this policy shall automatically

change to conform to it.

Knife is defined as a cutting instrument consisting of a sharp blade or edge, not to include scissors, wire cutters or other similar tools determined by the administrator to be necessary for the school setting at a particular building or grade level, if used only for the necessary purpose.

Police and Child Protective Services

Allegations of criminal misconduct will be reported to law enforcement, and suspected child abuse must be reported to Child Protective Services (CPS), per required timelines. The school must also investigate for the purpose of determining whether there has been a violation of the School Policy or Procedure, even if law enforcement or CPS is also investigating. All school personnel must cooperate with investigations by outside agencies.

School Crisis Response Plan

Clarksburg Classical Academy shall create a comprehensive crisis response plan, with necessary safeguards to protect information contained in each response plan that may be considered protected critical infrastructure information, law enforcement sensitive information or for official use only. The crisis response plan will conform with the West Virginia School Safety Act.

School Records

The school takes student records and their confidentiality very seriously and has a policy of not disclosing any student records to anyone outside of the school except in strict accordance with state and federal law. Records of students are only released to another school upon a properly authorized request from that school or from a signed release by the parent or as otherwise required by law.

Current Information

To ensure student records are up-to-date, parents must inform the school of address, telephone (home/work), and legal custody changes as they occur during the school year.

Request for Records

The school office manager will request student records from the enrolling student's previous school(s) upon completion of enrollment. Pursuant to the West Virginia code, the requested records must be received within fourteen (14) days. If the records are not received within fourteen (14) days or if the previous school indicates there are no records, the local law enforcement agency will be notified regarding the possibility that the student may be a missing child.

Student Directory Information

Family Educational Rights and Privacy Act of 1974 (FERPA) permits schools to adopt a policy allowing the release of directory information under which "directory information" concerning students may be released to the public under certain circumstance. Schools are not required to do so, however, the School has adopted a FERPA policy which may be requested from the Principal. Parents have the right to submit a written request to the school, preferably within two weeks after the first day the student is enrolled in a school year, directing the school not to release directory information (as defined in the policy) concerning their child to third parties.

Audio-Visual Information

The school recognizes the value of audio-visual and other types of electronic communication in

providing students with an effective education. In communicating school-related activities, opportunities exist to photograph and videotape students and their work in a variety of activities. However, individual student records (academic, behavioral) will not be disclosed. Communications may include school newsletters, local newspapers, community access cable channel, school-sponsored web pages, marketing materials, and other publications. Highlighting the achievements and celebrating student successes in school is an integral part of the reporting responsibility to the community. The school will, however, respect parents' wish for privacy in this area. Parents should call the school with any questions or concerns. Parents may also notify the school in writing if they prefer that the school not use their student's name, picture, or work product for presentations or other uses.

Release of Student Records

Access to records will be in accordance with the Family Educational Rights and Privacy Act (FERPA) of 1974 as pertaining to the release of records. In compliance with FERPA, parents have the right to inspect and request corrections to student records. Parents are required to submit their request to inspect student records in writing to the administrator to allow them to schedule a reasonable and appropriate time and date for the parent to present their case. Records will be provided for parental inspection only under the direct supervision of the administrator or their designee. The school must comply with the parent's request for inspection within forty-five (45) days.

Parents have the right to request corrections to student records. Requests for corrections must be submitted in writing to the administrator in a letter that includes the basis for such correction. Parents have the right to a response to reasonable requests for explanations and interpretations of the records. Parents also have a right to obtain copies of the records or make other arrangements where circumstances would effectively prevent the parent or student from exercising the right to inspect.

Release or inspection of student records will be handled in accordance with the Board of Directors' FERPA Policy.

Parents have the right to file a complaint with the West Virginia Department of Education if they think that the school or the school district their student previously attended is not complying with the federal laws or regulations regarding student records.

Non-Custodial Parent Record Request

The school will only give access to or release records to parents who have a legal right to the records of their child. If a parent has ever been to court for custody, those court documents must be on file with the school. Both custodial and non-custodial parents have equal access to the following unless there is a court order to the contrary:

- Cumulative file (including the enrollment file, academic file, vocational file, Title One file, and graduation file);
- Health records;
- Psychological records;
- Parent conferences and lab observations.

Only the custodial parent can have access to Due Process when the child is classified as being handicapped, and only the custodial parent can make decisions about the child.

The stepparent does not have access to the stepchild's records unless the stepparent has

adopted the child, the natural parent has given power of attorney, or the natural parent shows the record to the stepparent.

Protection of Pupil Rights Amendment (PPRA) Notification

Description of Intent

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

Rights Afforded by the PPRA

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

- The right to provide consent before students are required to submit to a survey that concerns one or more protected areas ("Protected Information Survey") if the survey is funded in whole or in part by a program of the U.S. Department of Education. Protected areas include the following:
 1. political affiliations or beliefs of the student or student's parent
 2. mental or psychological problems of the student or student's family
 3. sexual behavior or attitudes
 4. illegal, antisocial, self-incriminating, or demeaning behavior
 5. critical appraisals of others with whom respondents have close family relationships
 6. legally recognized privileged relationships, such as with lawyers, doctors, or clergy
 7. religious practices, affiliations, or beliefs of the student or parent
 8. income, other than as required by law to determine program eligibility
- The right to receive a notice and an opportunity to opt a student out of the following:
 1. any other Protected Information Survey, regardless of funding
 2. any nonemergency, invasive physical exam or screening required as a condition of attendance, administered by the school or its agent, and not necessary to protect the immediate health and safety of a student, except for hearing, vision, or scoliosis screenings, or any physical exam or screening permitted or required under state law
 3. activities involving the collection, disclosure, or use of personal information obtained from students for marketing or to sell or otherwise distribute the information to others
- The right to inspection, upon request and before administration or use, of the following:
 1. Protected Information Surveys of students
 2. instruments used to collect personal information from students for any of the above marketing, sales, or other distribution purposes
 3. instructional material used as part of the educational curriculum

Notification Procedures

The school will work to develop and adopt policies regarding these rights in consultation with the parent. The school will also work to make arrangements to protect student privacy in the

administration of Protected Information Surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes.

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

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

Where a student is scheduled to participate in these activities, the student will be notified as described above.

Reporting a Violation

The parent or student who believes their rights have been violated may file a complaint to the following:

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

Child Find Policy

The school is participating in an effort to assist the State of West Virginia in identifying, locating, and evaluating all children who may have disabilities that may be hindering their ability to receive Free and Appropriate Public Education (FAPE).

School districts across the State of West Virginia are also participating in this effort to identify disabilities such as hearing impairments, visual impairments, speech or language impairments, specific learning disabilities, emotional disturbances, multiple disabilities, cognitive impairments, physical impairments, autism, traumatic brain injury, and other health impairments.

The school is committed to affording all children their right to free and appropriate education, regardless of any disability a child may have. However, to accomplish this, the school must know that a need is present.

Parents, guardians, relatives, public and private agency employees, and concerned citizens are used to help schools find any child, birth through age 21, who may have a disability and need special education and related services. **If you are aware of a child who may have special**

needs, please notify the school's administrator.

The school will contact the parents or guardians of the child to find out if the child needs to be evaluated. Free testing is available to families to determine whether a special need exists. If a need is identified, the child can begin receiving special education and related services.

Screening

School staff will be identified for participation in the Multi-Tiered Systems of Support/Response to Intervention and Instruction (MTSS/RtII) Team, including a special education staff member. The special education staff member will provide guidance to the team on specific instructional and behavioral interventions for students. The team will ensure that students who are not responding adequately to the established interventions are referred for a special education evaluation in a timely manner, engaging the parent/guardian in the process. The team will verify that the struggling student has received appropriate instruction and those the student's difficulties are not related to Limited English Proficiency or, if they are, identify appropriate support. Data related to academic achievement, behavior concerns, intervention results, and academic progress will also be reviewed by the team.

Pre-Referral/Referral/Initial Evaluation/Eligibility

Students may be referred for special education evaluation by their parent/guardian, teacher, or the Student Support Team (SST). The team, consisting of general education teachers, special education staff, and school administrators will regularly review data on students that are not progressing as expected. The SST will consult with the parent/guardians and address struggling students' needs through the MTSS/RtII process. The teacher will implement and document interventions and the student's response to interventions. If a student is referred for an evaluation, the student's response to MTSS/RtII efforts is used as one data metric in the determination of special education eligibility. These interventions will not be used to delay or deny a parent/guardian-requested special education evaluation. A student's eligibility for special education and related services will be determined through assessments administered by a school psychologist, classroom data, review of records, and parent and teacher input.

Allowing for Differences in English Language Skills and Ethnic Background

Evaluations must consider the child's English language skills and ethnic background to ensure that the testing and evaluation will be equitable for children of any race or culture. Tests will be given in the native language or mode of communication that is most likely to give accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible. Upon enrollment, in Clarksburg Classical Academy, the parent/guardian will complete a Language Preference Form to ensure communication and assessments are delivered in the student/family's native language.

Instructional Programming

Students enrolled in Clarksburg Classical Academy will receive a Free and Appropriate Public Education in the Least Restrictive Environment to the maximum extent possible. Students determined in need of itinerant or supplemental level of support will access the general education curriculum with adaptations and modifications as outlined in their IEP in the general education classroom with their typical peers. Special education and general education teachers will collaborate to make necessary adaptations and modifications. Students may receive more intense instruction in small groups (with or without general education peers) or one-on-one sessions, depending on the specific needs of the student and as described in the student's IEP. Students that qualify for the alternative state assessment, West Virginia Alternative Summative

Assessment (WVASA), will utilize a comprehensive program using an alternative curriculum which will include core content, social skills instruction, and daily living skills based on individual needs. Instruction will follow the West Virginia Alternate Academic Achievement Standards.

Alternative placements are considered when the current educational environment is no longer meeting the needs of the student and the IEP team determines that a student needs more intensive support and programming. Alternative placements can include center-based programs, approved private placements and/or home and hospital instruction.

Progress Monitoring

Student progress on annual goals and objectives will be monitored regularly using a variety of assessments and reports. The data will be summarized and provided to the parent/guardian quarterly throughout the school year unless the case conference committee agrees upon more frequent updates. Data collection tools may include rubric scores, curriculum-based assessments, tests, portfolios, or fluency probes. Data may also be accumulated during small group or one on one instruction. Teachers will collect and analyze the data bi-weekly to ensure the student is on track to meet the goal by the annual IEP due date. If the student is not making expected progress on the annual goals or objectives, instructional adjustments will be made accordingly to increase progress, such as increased repetition opportunities or the re-teaching of critical skills. Related service goals will also be regularly monitored, and a summary included in the quarterly report provided to the parent guardian.

Disproportionality

Clarksburg Classical Academy will collect and examine data regularly to ensure disproportionality is not evident in the areas of identification, academic settings and placements, and disciplinary measures. In addition to cultural sensitivity and awareness training, the following practices will be implemented to ensure students are found eligible for special education services without unjust bias:

- Evaluations will be administered by trained and licensed personnel
- More than one single measure or assessment will be used to determine a disability
- Evaluations will not be discriminatory or racially/culturally biased
- Evaluations will take into consideration the child's English language skills, including ethnic background Evaluations will be administered in the child's native language, or mode of communication If there is any evidence of disproportionality, the school will review, and revise if needed, all procedures and policies that may be contributing.

Parents' Right to Know Teacher Qualifications

A parent or guardian may request information on the professional qualifications of each classroom teacher who provides instruction to the parent's or guardian's child. The information that may be requested includes:

- Licensure and certification information
- Educational background
- Qualifications of instructional aides (if applicable)

Parent Involvement Policy

The school recognizes that the involvement of parents and families in their children's education is critical to students' success. To accomplish the goal of welcoming, encouraging, and promoting parental/family involvement, the school shall:

Create a welcoming school climate.

- Provide a welcome packet for all parents visiting the school, including important school contact information, school calendar, and information about the vision and mission of the school.
- Have teachers make personal contact with families through e-mail, phone calls, or home visits.
- Hold an open house, prior to school opening, at which families can meet their children's teachers, tour the school building, and meet other families.

Provide families with information related to child development and create supportive learning environments.

- Provide information for parents on typical development and appropriate parent and school expectations for various age groups.
- Print suggestions for parents on home conditions and activities that support learning at each grade level.
- Partner with local agencies to provide resources to families.

Establish effective school-to-home and home-to-school communication.

- Provide information for parents on homework policies and on monitoring and supporting student work at home.
- Send home student work for parent review and comment.
- Allow access so families can frequently monitor their children's progress and assessment data.
- Clearly communicate school policies to all families.
- Establish formal mechanisms for families to communicate to administrators and teachers as needed (e.g., phone numbers, e-mail addresses, weekly hours for families to call or meet).

Strengthen families' knowledge and skills to support and extend their children's learning at home and in the community.

- Provide training and materials for parents on how to improve children's study skills or learning in various academic subjects.
- Make regular homework assignments that require students to discuss with their families what they are learning in class.
- Provide information on community resources and activities that link to student learning skills and talents, including summer programs for students.
- Inform families of the high expectations and standards children are expected to meet in each grade level. Provide ways for families to support the expectations and learning at home.
- Engage families in opportunities to work with their children in setting their annual academic and career goals.

Engage families in school planning, leadership, and meaningful volunteer opportunities.

- Invite parents to be involved at the school, including Title One planning.
- Identify family volunteer interests, talents, and availability, matching these resources to school programs and staff-support needs.
- (Recurring volunteers will be required to comply with the background check policies of the school.)
- Create volunteer recognition activities such as events, certificates, and thank-you cards.
- Host events that encourage interaction among parents.

Connect students and families to community resources that strengthen and support students'

learning and well-being.

- Through school-community partnerships, facilitate families' access to community-based programs (e.g., health care and human services) to ensure that families have resources to be involved in their children's education.
- Establish school-business partnerships to provide students mentoring, internships, and onsite, experiential learning opportunities.
- Connect students and families to service-learning projects in the community.
- Invite community partners to share resources at annual open houses or parent-teacher conferences.

Complaint Procedure

The Board of Directors ("Board") believes that Complaints from parents or other members of the community regarding school personnel should be addressed thoroughly and completely. The people involved should treat one another with the highest level of respect and dignity.

Initially, Complaints shall be addressed formally or informally with the staff member. Complaints must be made in a civil/respectful manner in order to be considered by school personnel. Where appropriate, the Complaint should be in writing on a form developed by the Administration and should contain a statement of the facts and the specific outcome desired by the parent or other person making the Complaint ("Complainant"). The Complainant may sign the Complaint and should be given a copy. The staff member should work with the Complainant to resolve the issue in a timely, professional, and courteous manner. The efforts used to resolve the Complaint and the outcome should be noted on the form. Allegations involving illegalities should be reported immediately to the Administration.

Complaints unresolved through a parent-staff member communication or Complaints involving teachers or staff members should be in writing as noted above and directed to the Administration. The Administration shall investigate and attempt to resolve the issue in a fair and timely manner. The outcome should be noted on the form and further documented by letter or email as appropriate under the circumstances. If the Administration cannot resolve the issue with consultation with school advisors or consultants, the Complaint (with documented history or preceding steps) is forwarded in written form to the Board of Directors and a copy to the school's legal counsel.

Non-Discrimination and Title IX/Section 504 Notice

The school does not discriminate on the basis of religion, race, color, ethnicity, national origin, gender, sexual orientation, economic status, homelessness, or disability in its programs and activities.

All employees shall report to the Title IX coordinator at any time the employee has notice of sexual harassment, including allegations of sexual harassment.

The following have been designated to handle inquiries regarding non-discrimination policies and can advise parents on the specific civil rights grievance procedure.

Title IX Coordinator

Clarksburg Classical Academy Principal: [Update](#)

Section 504 Coordinator

Clarksburg Classical Academy Principal: [Update](#)

Homeless Policy

The school provides an educational environment that treats all students equally. Every homeless student shall have access to the same free and appropriate educational opportunities as students who are not homeless. Accordingly, the School will enroll each homeless student in the school determined to be in the student's best interest. This commitment to the educational rights of homeless or unaccompanied youth applies to all services, programs, and activities provided or made available. The school shall fully comply with McKinney-Vento Homeless Assistance Act. For more information, the Board Homeless Policy is available from the principal.

COVID – 19

By signing the contract page of this handbook, we acknowledge that we are aware that the symptoms of COVID-19 may include fever, chills, muscle pain, cough, sore throat, shortness of breath/difficulty breathing, and/or new loss of taste or smell (This list does not include all possible symptoms. CDC will continue to update its website as we learn more about COVID-19. See <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>).

We acknowledge that if my child/Student develops these symptoms or comes into contact with a person that is suspected/confirmed of having COVID-19 that the parent/ guardian will immediately contact the school. We agree to support and adhere to guidelines for safety. For updated information and resources regarding COVID-19, please visit <https://www.cdc.gov/coronavirus/2019-ncov/index.html>.

Parent/Student Handbook Acknowledgement

Student's Name: _____ Grade: _____
PRINT

Parent's/Guardian's Name: _____
PRINT

We have read and understand all the information contained in this manual including the student code of conduct, internet usage policy, and related policies. We agree to abide by and support the school's policies and Code of Conduct in the Parent-Student Handbook and all policies included in the Board of Directors' Board Policy Manual.

Agreed to by:

Student's Signature:

Date:

Parent / Guardian's Signature:

Date:

- Please return the signed form to the school Office.
- This agreement will be placed into the student's file.

Media Release

STUDENT INFORMATION FORM

Please print clearly:

_____Age_____

Name of participating student

School

city/town/zip grade

TO BE COMPLETED BY PARENT or GUARDIAN:

I/We understand that as part of my/our child's/my attendance at the school, photos, videos, and quotations may be taken for use in publications and reports about the program. I/We further understand that members of the news media invited to cover the program may take photos, videos, and quotations. I/We grant permission to use such materials for the promotion of the program.

Signature of parent or guardian date

- PLEASE FILL OUT THIS FORM CLEARLY AND COMPLETELY.
- PLEASE RETURN THIS FORM TO THE OFFICE.

FERPA ACKNOWLEDGEMENT

The Family Educational Rights and Privacy Act (FERPA) provides parents and students over 18 years of age ("eligible students") certain rights regarding the student's educational records. To serve the student's educational needs, the school may find it necessary to disclose a student's name, address, parent's/guardian's name, phone number, email address, and date of birth, to a vendor to provide the student with the appropriate learning solutions. The vendors agree to the confidentiality of the student's name and address and will not use such information for any purpose other than those required under their vendor contract with the school.

I hereby acknowledge that my student's name and address may be provided to the school's vendors to ensure that the school can best meet the educational needs of my student. Not acknowledging FERPA could mean that the student and family will not have access to educational materials and resources and as such may receive a different educational experience than what the school has advertised.

Please print clearly:

_____ Age _____ Grade _____
Name of student

Parent/Guardian/Eligible Student (18 Years and Older)

- PLEASE FILL OUT THIS FORM CLEARLY AND COMPLETELY.
- PLEASE RETURN THIS FORM TO THE OFFICE.

PERMISSION FOR RELEASE OF DIRECTORY INFORMATION

I give consent for school to release student's directory information (such as student's name, address, parent's/guardian's name, telephone number, date and place of birth, participation in officially recognized activities and sports, weights, and heights of members of athletic teams, dates of attendance, and degrees and awards received – see Board FERPA Policy for complete list). I understand that if I initially give my consent, I can choose to withdraw it at any time by updating student's records at the school.

Please print clearly:

_____ Age _____ Grade _____
Name of student

Please check one and sign:

_____ I hereby consent to the release of directory information.

Parent/Guardian/Eligible Student (18 Years and Older)

_____ I hereby consent to the release of directory information only to PTO and Booster Groups supporting school-sponsored activities.

Parent/Guardian/Eligible Student (18 Years and Older)

_____ I DO NOT consent to the release of directory information.

Parent/Guardian/Eligible Student (18 Years and Older)

- PLEASE FILL OUT THIS FORM CLEARLY AND COMPLETELY.
- PLEASE RETURN THIS FORM TO THE OFFICE.

APPENDIX 1

Anti- Harassment, Anti-Intimidation, Anti-Bullying Policy

A safe and respectful environment is necessary for students to learn and achieve high academic standards. Harassment, Intimidation, and Bullying are strictly prohibited, and students who are determined to have engaged in such behavior are subject to disciplinary action, which may include suspension or expulsion. This policy details Clarksburg Classical Academy's prohibition of Harassment, Intimidation, and Bullying (including Cyber-Bullying).

Definitions:

"Harassment, Intimidation, Bullying" means:

1. An intentional written, verbal, graphic, electronic, or physical act that a student or group of students has exhibited toward another student or school personnel (including volunteers or others serving the school), more than once, and the behavior:
 - a. Causes mental or physical harm to the victim; and
 - b. Is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening or abusive educational environment.
2. Violence within a dating relationship
 - a. By Electronic Means/Cyber-Bullying: Harassment, Intimidation, Bullying includes electronic acts, which mean an act committed using phones, PDAs, computers, electronic notebooks, game systems, or any other electronic or communication devices. (Harassment, Intimidation, Bullying conducted through electronic devices is sometimes referred to as "Cyber-Bullying".)
 - b. Location: Acts constituting Harassment, Intimidation, or Bullying subject to this policy must occur to and from school, on school grounds, at school- sponsored or sanctioned activities, or in school transportation in order for Clarksburg Classical Academy to be reasonably able to monitor and discern the conduct pursuant to this policy. Cyber-Bullying, subject to this policy, may occur beyond those locations but is covered by this Policy and is strictly forbidden under this Policy.

Types of Conduct:

Harassment, Intimidation, or Bullying can include many different behaviors, including overt intent to ridicule, humiliate or intimidate another student or school personnel. Examples of conduct that could constitute prohibited conduct may include, but are not limited to:

1. Physical violence and/or attacks.
2. Threats, taunts, and Intimidation through words and/or gestures.
3. Extortion, damage, or stealing of money, property, or possessions.
4. Exclusion from the peer group or spreading rumors.
5. Repeated remarks of a demeaning nature that have the purpose or effect of causing injury, discomfort, fear or suffering to the victim.
6. Repetitive and hostile behavior with the intent to harm others using information and communication technologies and other web-based/online sites (also known as "Cyber Bullying"), such as the following:
 - a. Posting slurs on websites or any form of social media.
 - b. Sending or posting abusive or threatening instant messages, emails, texts or communications via social media.
 - c. Using cameras or cameras on any devices to take private or embarrassing photographs of students and sending or posting them online or on any form of social

- media.
- d. Using websites or other electronic communication to circulate gossip and rumors to other students.
- e. Excluding others from an online group by falsely reporting them for inappropriate language to internet service providers.

Complaint Process – Reporting Prohibited Incidents

Students, Parents/Guardians, or other individuals may report suspected Harassment, Intimidation, Bullying to any School personnel. The school administration or his/her designee is responsible for receiving complaints alleging violations of this Policy. School personnel who receive a complaint will promptly report or forward it to the school administration or his/her designee for review and action.

Oral reports of suspected prohibited behavior are considered official complaints in the same manner as a written complaint. School personnel who receive an oral complaint will promptly document the complaint in writing and will promptly forward it to for review and to school administration.

Both written and oral complaints shall be reasonably specific as to the actions giving rise to the suspicion of Harassment, Intimidation, and/or Bullying, including person(s) involved, number of times and places of the alleged conduct, the target of the prohibited behavior, and the names of any potential witness.

Anonymous Complaints: Individuals who make complaints as set forth above may request that their name be maintained in confidence by the school. The anonymous complaints will be reviewed, and reasonable action will be taken to address the situation, to the extent such action may be taken that (1) does not disclose the source of the complaint; and (2) is consistent with the due process rights of the student(s) alleged to have committed acts of Harassment, Intimidation and/or Bullying.

False Complaints: It is a violation of this policy to knowingly report false allegations of Harassment, Intimidation, and/or Bullying. Persons found to knowingly report or corroborate false allegations will be subject to appropriate discipline.

School personnel, volunteers, and students shall be individually immune from liability in a civil action for damages arising from reporting an incident in accordance with this policy if that person reports an incident in good faith and in compliance with the procedures set forth herein.

School Personnel Responsibilities

Teachers and Other School Personnel Responsibilities

Teachers and other school personnel, who witness acts of Harassment, Intimidation or Bullying, as defined above, will promptly stop the divisive situation and notify the school Leader or his/her designee of the event observed by filing a written incident report concerning the events witnessed.

In addition to addressing both informal and formal complaints, school personnel are encouraged to address the issue of Harassment, Intimidation or Bullying in other interactions with students. School personnel may find opportunities to educate students about Harassment, Intimidation and Bullying and help eliminate such prohibited behaviors through class discussions, counseling, and reinforcement of socially appropriate behavior.

School personnel should intervene promptly where they observe student conduct that has the purpose or effect of ridiculing, humiliating, or intimidating another student/school personnel, even if such conduct does not meet the formal definition of "Harassment, Intimidation, or Bullying."

Administrator Responsibilities - Investigation and Documentation

The School Leader or his/her designee shall conduct a prompt and thorough investigation of all complaints of suspected Harassment, Intimidation, or Bullying. School administration shall prepare a written report of the investigation when the investigation is complete. Such report will include findings of fact and a determination of whether acts of Harassment, Intimidation, or Bullying were verified. When prohibited acts are verified, school administration shall also prepare a recommendation for intervention, including disciplinary action. Where appropriate, written witness statements will be attached to the report. It is imperative that Harassment, Intimidation, and Bullying be identified only when the specific elements of the definition are met because the designation of such prohibited incidents carry special statutory obligations. However, a determination that misconduct does not constitute Harassment, Intimidation or Bullying under this Policy, does not restrict the right of school administration to impose appropriate disciplinary consequences for student misconduct.

When an individual reporting a complaint has requested anonymity, the investigation of such a complaint will be limited as is appropriate in view of the anonymity of the complaint. Such limitation of investigation may include restricting action to a simple review of the complaint (with or without subject to receipt of further information and/or the withdrawal by the complaining individual on the condition that his/her report be anonymous.

Notification to Parents/Guardians

Perpetrator: If after investigation, acts of Harassment, Intimidation and Bullying by a specific student are verified, school administration will notify, in writing, the parent or guardian of the perpetrator of that finding. If disciplinary consequences are imposed against such a student, a description of such discipline will be included in such notification to the extent permitted by law.

Victim: If after investigation, acts of Bullying against a specific student are verified, school administration will notify the parent or guardian of the victim of such findings.

To the extent permitted by State and Federal privacy laws, parents or guardians of any student involved in a prohibited incident may have access to any written reports pertaining to the prohibited incident.

Remedial Actions

Verified acts of Harassment, Intimidation or Bullying will result in action by school administration that is intended to ensure that the prohibition against Harassment, Intimidation or Bullying behavior is enforced, with the goal that any such prohibited behavior will cease.

Clarksburg Classical Academy recognizes that acts of Harassment, Intimidation, or Bullying can take many forms and can vary dramatically in seriousness and impact on the targeted individual and school community. Accordingly, there is no one prescribed response to verified acts of Harassment, Intimidation, and Bullying. Disciplinary and appropriate remedial actions for an individual who commits an act of Harassment, Intimidation or Bullying may range from positive

behavioral interventions up to, and including, suspension or expulsion.

In determining appropriate action for everyone who commits an act of Harassment, Intimidation or Bullying (including a determination to engage in either non-disciplinary or disciplinary action, as described below), school administration will give the following factors full consideration:

1. The degree of harm caused by the incident(s)
2. The surrounding circumstances
3. The nature and severity of the behavior
4. The relationship between the parties involved; and
5. Past incidences or continuing patterns of behavior.

When verified acts of Harassment, Intimidation or Bullying are identified early and/or when such verified acts of such behavior do not reasonably require a disciplinary response, students may be counseled regarding the definition of Harassment, Intimidation, Bullying, its prohibition, and their duty to avoid any conduct that could be considered Harassment, Intimidation or Bullying. Peer mediation may also be used, when appropriate.

When acts of Harassment, Intimidation and Bullying are verified and a disciplinary response is warranted, students are subject to the full range of disciplinary consequences. Anonymous complaints that are not otherwise verified, however, will not be the basis for disciplinary action.

Suspension or Expulsion may be imposed, but only after the appropriate procedures have been conducted pursuant to the School's Suspension and Expulsion policy and applicable law. No disciplinary procedure will infringe on any student's rights under the first amendment to the Constitution of the United States.

The determination that conducts does not constitute Harassment, Intimidation, or Bullying under this Policy, however, does not restrict the right of school administration or the Board, or both to impose appropriate disciplinary consequences for student misconduct.

Prevention and Intervention Strategies

In addition to the prompt investigation of complaints of Harassment, Intimidation, or Bullying, and direct intervention when such acts are verified, school administration will consider potential strategies to protect victims from additional Harassment, Intimidation, or Bullying, and from retaliation following a report and to lessen the effects of Harassment, Intimidation, Bullying. The following potential strategies, as well as other strategies, may be considered:

1. Supervising and disciplining offending student(s) fairly and consistently
2. Providing adult supervision during breaks, lunch time, bathroom breaks and in the hallways during times of transition
3. Maintaining contact with parents and guardians of all involved parties
4. Providing counseling for the victim if assessed that it is needed
5. Informing school personnel of the incident and instructing them to monitor the victim and the offending party for indications of harassing, intimidating, and Bullying behavior; instructing personnel to intervene when prohibited behaviors are witnessed
6. Checking with the victim regularly to ensure that there have been no incidents of Harassment/Intimidation/Bullying or retaliation from the offender(s).
7. Responding respectfully to complaints of suspected prohibited conduct.
8. Promoting open communication regarding Harassment, Intimidation, Bullying.
9. Providing professional development and community opportunities to educate and collaborate with school personnel, parents, and community members about addressing Harassment,

Intimidation, Bullying.

10. Educating students regarding Harassment, Intimidation, Bullying.
11. Creating a school atmosphere of team spirit and collaboration that promotes appropriate social behavior.
12. Modeling and promoting strategies that instruct students how to work together in a collaborative and supportive atmosphere. Use of peers to help lessen the effects of Harassment, Intimidation, Bullying.

Publication & Dissemination of Policy

This policy shall be included in the student handbook and in the publication which sets forth the comprehensive rules, standards, and procedures regarding school conduct. The School Administration will annually disseminate this Policy to School personnel, students, and parents.

To ensure school personnel are prepared to prevent and effectively intervene with incidents of Harassment, Intimidation or Bullying, school administration will review information in this policy with its employees during staff development and training.

Students will be provided with age-appropriate information on the recognition and prevention of Harassment, Intimidation or Bullying, and their rights and responsibilities under this and other school policies, procedures, and rules.

Sexual Harassment

Sexual Harassment is conduct based on sex that satisfies one or more of the following:

1. Conditioning the provision of an aid, benefit, or service of the school on an individual's participation in unwelcome sexual conduct. (quid pro quo)
2. Unwelcome conduct determined by a reasonable person to be so severe, and pervasive, and objectively offensive that it effectively denies a person equal access to the school's education program
3. Sexual assault as defined in the Clery Act 20 U.S.C. 1092(f)(6)(A)(v), dating violence 34 U.S.C. 12291 (a)(10), domestic violence 34 U.S.C. 12291(a)(8), or stalking as defined in the Violence Against Women Act 34 U.S.C. 12291(a)(30).

Complaints of Sexual Harassment. Procedures for filing and the investigation of allegations of sexual harassment are addressed in compliance with Title IX of the Educational Amendments of 1972 regulations.

APPENDIX 2

INTERNET SAFETY POLICY

ARTICLE I - PURPOSE

It is the policy of Clarksburg Classical Academy ("School") to:

1. prevent users from accessing or transmitting inappropriate material over its computer resources via the Internet, electronic text/mail, or other forms of direct electronic communications;
2. prevent unauthorized access and other unlawful online activity;
3. prevent unauthorized online disclosure, use, or dissemination of personal identification information of minors; and
4. comply with the Children's Internet Protection Act [Pub. L. No. 106-554 and 47 USC 254(h)].

ARTICLE II - ACCESS TO INAPPROPRIATE MATERIAL

To the extent practical, technology protection measures including Internet filters shall be used on School provided computers to block or filter the Internet or other forms of electronic communications and access to inappropriate information.

Specifically, as required by the Children's Internet Protection Act (CIPA), blocking shall be applied to visual depictions of material deemed obscene or to child pornography or to any material deemed harmful to minors.

Subject to staff supervision, technology protection measures may be disabled or, in the case of minors, minimized only for bona fide research or other lawful purposes.

ARTICLE III - INAPPROPRIATE TECHNOLOGY RESOURCE USAGE

To the extent practical, steps shall be taken to promote the safety and security of users of School's online computer systems when using electronic mail, chat rooms, instant messaging, and other forms of direct electronic communications.

Specifically, as required by the CIPA prevention of inappropriate network usage includes:

1. unauthorized access, including "hacking," and other unlawful activities; and
2. unauthorized disclosure, use, and dissemination of personal identification information regarding minors.

ARTICLE IV - TRAINING: STUDENT SAFETY AND DIGITAL CITIZENSHIP

To help ensure student safety and citizenship in online activities, students will be educated about appropriate behavior, including interacting with other individuals on social networking websites and in chat rooms, and cyber-bullying awareness and response.

ARTICLE V - SUPERVISION AND MONITORING

School and network administrators and their authorized employees monitor the use of information

technology resources to help ensure that uses are secure and in conformity with this policy. Administrators reserve the right to examine, use, and disclose any data found on the school's information networks in order to further the health, safety, discipline, or security of any student or other person, or to protect property. They may also use this information in disciplinary actions and will furnish evidence of crime to law enforcement.

As noted above, every school-issued computer is preinstalled with an Internet content filter pursuant to federal regulations. The filter is not to be removed because it blocks access to sites deemed inappropriate as well as sites that have no educational value. Social networking sites, pornography, gambling, and proxy sites are blocked through the filter. Uses of instant messenger applications are not permitted on the school computers and are also blocked.

When students are working outside of school facilities, or the direct supervision of school staff, parents must monitor their children's compliance with these standards. Students who violate these standards may face a loss of Internet access, the loss of school-owned computer equipment, other disciplinary measures, and/or legal action. Procedures for the disabling or otherwise modifying any technology protection measures shall be the responsibility of the School's Educational Service Provider's Regional Vice President.

APPENDIX 3

CODE OF CONDUCT/ SUSPENSION, EXPULSION POLICY

Students are expected to conduct themselves in such a way that they respect and consider the rights of others. Clarksburg Classical Academy (“School”) students must conform with school regulations and accept directions from authorized school personnel. The School will not tolerate violent, disruptive or inappropriate behavior by its students. Such behavior is punishable and will result in disciplinary action which may include suspension, expulsion, or other forms of discipline.

This Code of Conduct applies to any student, whether the student is enrolled at the School, attending or otherwise participating in any curricular or extra-curricular program provided in a school operated by the Board or provided on any other property owned or controlled by the Board. The Code of Conduct also applies while a student is in the custody or control of the School, on School grounds or close thereto, while at a School-sponsored function or activity or on “School provided transportation” (as herein defined). In addition, this Code of Conduct governs a student's conduct at all times, on or off school property, when such student conduct is reasonably related to the health and safety of other students and/or School employees, or such conduct would unreasonably interrupt the educational processes of the School.

Students and parents (throughout this Code, “parent” includes guardians and custodians) shall be provided annually (at the beginning of the school year or upon enrollment in the School) written information on the rules and regulations to which students are subject while in school and while participating in any school-related activity or event. The information provided shall include the types of misconduct for which a student is subject to suspension or expulsion from school or other forms of disciplinary action. The Board directs the administration to make all students aware of this student Code of Conduct and the fact that any violations of the student code of conduct are punishable. This Code of Conduct / Suspension, Expulsion Policy shall be posted in a central location in the School and also made available to students and parents upon request, and shall be appended to the School’s Parent Student Handbook.

If a student violates the Code of Conduct, school personnel, students or parents should report the student to the appropriate principal or assistant principal. The administration will cooperate in any prosecution pursuant to the criminal laws of the State of West Virginia and local ordinances.

Students’ basic constitutional rights to speak and express opinions, even if they are unpopular, will be respected. When misconduct occurs, each student will have due process rights under the law.

The teacher is the key figure in school discipline. The teacher is expected to make every effort to handle the usual problems in maintaining classroom discipline. When a disciplinary problem becomes acute enough to involve the school administrator, then the teacher should seek the assistance of the behavior intervention specialist, assistant principal or principal. Under these circumstances, both the teacher and the school leader will give due process rights to the student.

Levels of Offenses

Truancy and chronic absenteeism are addressed separately from these levels of offenses. Acts of misconduct that are not specifically attendance-related are categorized into the following four levels of offenses:

Level I: Violation of general classroom, bus or school rules – Level I consists of minor offenses that generally occur in the classroom, on school provided transportation (“school provided transportation” is defined to include school buses and other vehicles supplied by the School for student transportation),

or on school premises and can be corrected by the teacher, the driver or school leader.

Level II: Conduct requiring administrative intervention – Level II consists of offenses that are more serious in nature or persistent, repeated, or serious Level I misconduct.

Level III: Suspension and/or removal from the classroom to an alternative learning environment – Level III consists of offenses that significantly disrupt the educational process, school environment, and/or school-related activities, including school provided transportation, or persistent, repeated, or serious Level I or II misconduct.

Level IV: Expulsion and/or removal from the classroom to an alternative learning environment – Level IV consists of serious offenses which include willful or malicious acts that have the effect of materially and substantially disrupting the educational environment in the School, on school provided transportation or at school activities or Level I, II, or III infractions depending on the severity or persistence of the act.

Habitual violations of these rules or school policies may result in suspension or other discipline. Corporal punishment is prohibited.

Level I Offenses

Rule 1: Dress Code. The Board believes that student dress should enhance a positive image of students and the school. The standards of dress and grooming outlined are necessary to promote discipline, maintain order, secure student safety, and provide a healthy environment that is conducive to learning. These standards are in addition to the School Dress Code contained in the Parent Student Handbook, which must be followed.

- A. When a student is at school, participating in School activities or at School-sponsored events, their dress and grooming must not:
 - a. Present a health or safety hazard to the student or to others in the school or attending the School-sponsored activity;
 - b. Materially interfere with schoolwork, create disorder, or disrupt the educational environment;
 - c. Cause excessive damage or wear-and-tear to School property; and/or
 - d. Keep the student from participating safely in their own education.
- B. To facilitate a consistent pattern of application of the student dress code, the following standards shall be applied:
 - a. Shirts and tops must cover all undergarments and have high enough necklines to cover all cleavage. Strapless, crop, and see-through tops are not acceptable;
 - b. Lower garments should not drag on the floor or allow undergarments to be exposed when the student sits, stands, raises his/her hand, or bends over. Form-fitting lower garments must be worn under a shirt, skirt or dress that extends to the thighs;
 - c. No skin should be visible between a student's top and bottom garment when the student sits, stands, raises his/her hand or bends over;
 - d. Clothing or accessories that include obscene, violent, gang, tobacco, drug or alcohol related writing or images are not acceptable. Items of clothing that belittle others may not be worn (i.e., race, religion, gender, etc.);
 - e. Coats and jackets meant for outdoor wear, book bags and oversized bags must be kept in the school locker or other designated area during the school day;
 - f. Facial hair must be kept neat and clean;
 - g. Recreational head coverings and sunglasses should not be worn inside any building; and
 - h. Appropriate footwear must be worn to provide for safe and sanitary conditions.
- C. Building administrators shall judge student dress and grooming in individual buildings. The school leader may exclude (*i.e.*, not admit to class, remove, or suspend) any student, when in their judgment, the student is not following appropriate dress and grooming standards.
- D. Exceptions to these standards may be considered based on personal circumstance, cultural

beliefs, and to promote school spirit. Students who request an exception must have parental permission to do so and obtain permission from the building administrator prior to deviating from the standards of dress. A parent conference may be requested by the building administrator.

Rule 2: Tardiness. A student shall be prompt to school and to class according to its scheduled time. Note: No student will be suspended or expelled solely for tardiness or absenteeism though students may be subject to other disciplinary actions and/or required to participate in one or more absence intervention program(s).

Rule 3: Student Drivers. To promote safety and enable the School to effectively supervise students immediately before and immediately after School hours, only students who secure a valid School parking permit are allowed to park on School property.

Rule 4: Miscellaneous Offenses. Disciplinary problems such as not doing required homework, throwing objects in School, and other such offenses affecting ongoing educational progress or the orderly administration of the School are prohibited and may result in disciplinary actions.

Level I Disciplinary Options

Disciplinary options or responses to Level I offenses will include one or more of the following:

- A. Verbal correction
- B. Teacher-student conference
- C. Student-counselor conference
- D. Teacher-parent conference
- E. Behavioral probation
- F. Detention (maintained by teacher before or after school or during recess)
- G. Parent shadowing
- H. Restriction of transportation privileges by the school leader
- I. Other appropriate disciplinary action
- J. Serious, persistent, or repeated violations may be treated as Level II or III infractions

Level II Offenses

Rule 5: Skipping Detention. A student assigned to detention shall report on the assigned day and at the assigned time.

Rule 6: Forgery. A student shall not change a grade or place the name of a parent, guardian, teacher or other individual as representative of that individual's signature on a school document or on an official document for school purposes.

Rule 7: Use of Tobacco. A student shall not use or possess tobacco or any tobacco products such as cigarettes, cigars, dip, chewing tobacco, etc. See, Tobacco Free School Policy.

Rule 8: Gambling. A student shall not participate in gambling.

Rule 9: Stealing. A student shall not steal or attempt to steal school property or private property of other students or School personnel or of visitors to the School.

Rule 10: Insubordination. A student shall not repeatedly violate rules or fail to comply with directions of teachers, student teachers, substitute teachers, teacher aides, drivers of school provided transportation, principals, or other authorized school personnel.

Rule 11: Violation of Criminal, Traffic, or Juvenile Code. Commission by a student of any act in violation of the West Virginia Criminal Code, Traffic Code, or Juvenile Code on or off the School grounds, regardless if School related or not, that would, in the judgment of School officials, be a detriment to the ongoing educational processes and/or orderly administration of the School if the student were permitted to continue regular school attendance.

Rule 12: Violation of the Network Acceptable Use Policy. Students must have a signed Acceptable Use Agreement before gaining access to the School's computer network. Students shall abide by the School's Network Acceptable Use Policy and any school or classroom rules for network access.

Rule 13: Personal Communication Devices. Students may possess and use personal communication devices (PCDs) on School property, School provided transportation, or at School-sponsored activities only during approved times and for approved purposes. Student use of PCDs on School property is a privilege and not a right. This privilege may be revoked by the School at any time. The School reserves the right, in its sole discretion, to determine which types of PCDs it will allow students to use. Such determinations are subject to change. Notwithstanding the foregoing, Students may possess and use PCDs on School property and at School-sponsored curricular and extra-curricular activities when specifically permitted by staff or administration of the School. Such use shall not create a distraction, disruption, or otherwise interfere with the educational environment.

Please Note: The school is not responsible for the cost, usage, or replacement of lost, damaged, or stolen cell phones that are brought to the school whether confiscated by staff or in possession of a student.

Rule 14: Academic Dishonesty. Students shall not cheat on tests; shall not copy tests, assignments or papers; shall not plagiarize; and shall not violate copyright policy or law.

Level II Disciplinary Options

Disciplinary options or responses to Level II offenses will include any of the previous (Level I) options and/or one or more of the following:

- A. Parental contact by phone and written or oral notification to parent or guardian
- B. Behavioral probation
- C. Administrator/ school leader/ teacher/student conference
- D. Detention
- E. Parent shadowing
- F. Exclusion from extracurricular activity
- G. Mediation
- H. Behavioral contract
- I. Confiscation
- J. Temporary removal of the student from the classroom
- K. In-school suspension
- L. Friday/Saturday school
- M. Suspension of transportation privileges
- N. Monetary restitution for damages
- O. Report to Juvenile Court and/or Division of Motor Vehicles
- P. Another appropriate disciplinary option or logical consequence determined by the school leader
- Q. Serious, persistent, or repeated Level II misbehavior may result in a more serious consequence, including, but not limited to, any disciplinary option for a Level III offense or expulsion

Level III Offenses

Rule 15: Disruption of School. A student shall not by use of violence, force, noise, coercion, threat, intimidation, fear, passive resistance, or any other conduct intentionally cause the substantial and material disruption or obstruction of any lawful mission, process, or function of the School. Disruption will include, among other things as determined by the school leader, threats to shoot someone or to cause a mass shooting event.

Rule 16: Damaging, Defacing, or Destroying School or Private Property. A student shall not intentionally cause or attempt to cause damage to School or private property, including, but not limited to, that of other students, teachers, administrators, other school employees, and visitors.

Rule 17: Discrimination and Harassment. No student shall harass or discriminate against any student, employee or other person on the basis of race, color, national origin, citizenship status, religion, sex, economic status, marital status, pregnancy, age or disability. No student shall retaliate, coerce or intimidate any person who exercises their right to file a complaint of harassment or discrimination, or who participates in the investigation of such complaint. Any participant in a School activity who believes this rule has been violated should report the matter immediately to his or her teacher or to the School Principal.

Rule 18: Bullying/Assaults/Hazing/Dating. A student shall not harass, haze, bully, retaliate against, coerce, interfere with, intimidate, inflict injury, cause another to inflict injury, or behave in any way which could cause physical injury or mental anguish to another student, teacher, or other school personnel. These acts are prohibited on school property, on school provided transportation, or at school-sponsored events. A student shall not intentionally direct to another student, teacher or other school employee words, phrases, or gestures which are profane, vulgar, obscene, or degrading. Students shall not willfully disobey teachers or other school personnel. Students are prohibited from using a Personal Communication Device (PCD) to violate this Rule.

Any student or student's parent who believes the student has been or is the victim of behavior prohibited by this Rule should immediately report the situation to the student's teacher or to the School Principal. The student may also report concerns to other teachers and school staff who will be responsible for notifying the appropriate administrator.

Every student is encouraged, and every staff member is required, to report student behavior prohibited by this Rule. Reports should be made to those identified above.

All complaints about behavior that may violate this Rule shall be promptly investigated pursuant to Board Policy controlling such investigations. For purposes of this rule, "harassment, intimidation or bullying" is defined as any intentional written, verbal, electronic or physical act that a student exhibits toward another particular student more than once and the behavior (1) causes mental or physical harm to the student and (2) is sufficiently severe, persistent, or pervasive that it creates an intimidating, threatening, or abusive educational environment for the other student; or violence within a dating relationship.

For the purposes of this rule, " violence within a dating relationship " is defined as the intentional use of physical, sexual, verbal, or emotional abuse by a person to harm, threaten, intimidate, or control another person in a dating relationship.

Rule 19: Extortion. A student shall not extort or cause others to extort money or personal property from other students or School personnel.

Rule 20: Narcotics, Alcoholic Beverages, Drugs, Counterfeit or Look-Alike Drugs and Drug Paraphernalia. A student shall not possess and shall not receive, buy, use, transmit, sell, or be under the influence of any narcotic drug, hallucinogenic drug, amphetamine, barbiturate, marijuana, alcoholic

beverage, controlled substance, any illegal mind-altering substance, inhalant or intoxicant of any kind.

A student shall not possess and shall not receive, buy, use, transmit, sell, or be under the influence of any counterfeit controlled substance. A counterfeit controlled substance is any substance that is made to look like a controlled substance or is represented to be a controlled substance or that a student believes to be a controlled substance.

Except as provided for in Policy, a student shall not buy, sell, transfer, possess, or use any drug, medication, inhalant or other substance which can be taken internally where the student or students involved cannot show a legitimate health or other reason for the use of such substances.

Drug paraphernalia shall not be worn, carried, or brought to school or school events.

“Controlled substance” shall be defined as a substance governed by the Uniform Controlled Substances Act (W. Va. Code 60-a.).

Students found to be in violation of this rule shall be suspended or expelled; students found selling narcotics at the school, on school transportation, or at a school sponsored event, shall be suspended.

Rule 21: Acts of Immorality. Possession of indecent, obscene or pornographic matter is prohibited. Engaging in sexual acts, displaying excessive affection, or other inappropriate behavior with a person of the same or opposite sex is prohibited.

Rule 22: Fighting. Students shall not engage in intentional efforts to cause physical harm to a student or staff member, nor shall students participate in any physical altercations. Neither shall students intentionally incite another student to engage in willful physical conflict or combat.

Rule 23: Direct Threat. Students shall not intentionally commit or promote any act or expression of a threatening nature directed to any individual or group of teachers, other staff members, students or other groups at school.

Level III Disciplinary Options

Disciplinary options or responses to Level III offenses will include any of the previous (Level II) options as well as:

- A. Out-of-school suspension
- B. In-school suspension
- C. Removal from the classroom to an alternative education environment
- D. Serious or repeated Level III misbehavior may result in a more serious consequence, including, but not limited to, expulsion
- E. Another appropriate disciplinary option or logical consequence determined by the administrator.

Level IV Offenses

Rule 24: Weapons and Dangerous Instruments. A student shall not possess, handle, transport, carry, use, conceal, or transmit any firearm (including any object represented as a firearm or made, construed, or altered so that, to a reasonable person without specialized training in firearms, the object appears to be a firearm) or other objects that can reasonably be considered a weapon, a firearm, a knife, deadly weapon, or other dangerous object of no reasonable use to the student.

A student in violation of Rule 24 shall be suspended by the principal following the below procedures.

“Firearm” shall have the same meaning as provided in the “Gun-Free Schools Act,” 115 Stat. 1762, 20

USC 7151.

"Knife" shall be defined in accordance with W. Va. Code 61-7-2(5)* and (9) and shall include, but not be limited to, device consisting of a sharp blade three and one-half (3.5) inches or longer in length, whether or not fastened to a handle, designed or intended for use as a cutting instrument.

"Deadly weapon" shall be defined in accordance with W. Va. Code 61-7-2(5) and shall include, but not be limited to, a device which is or may be used to cause harm to another person, including, but not limited to, a club, chain, razor, or other sharp blade less than three (3) inches in length, gravity and switchblade knives, nunchaku, metal knuckles, noxious irritants, pepper spray (but not if used by a student over the age of sixteen (16) solely for self defense), chemicals, or explosive or incendiary devices.

The principal shall immediately report any Rule 24 infraction to the appropriate office of the West Virginia State Police, county sheriff, or municipal police agency.

Rule 25: Bomb Threat. A student who makes a bomb threat to a school building or to any premises at which a school activity is occurring at the time of the threat shall be suspended by the principal. Following a hearing before the Board in which it finds the student violated this rule, it shall expel the student for a period of one school year, subject to reduction of this term as outlined herein.

Rule 26. Criminal Act Resulting in Physical Harm.

- A. A student who commits an act that is a criminal offense that would be a felony when by committed by an adult shall be suspended by the principal as provided for herein and may be expelled.
- B. A student who commits an act that results in serious physical harm to person(s) or property while the student is at school, on any other property owned or controlled by the Board or at any school-related activity or extracurricular event shall be suspended and may be expelled.

Rule 27. Battery of School Employees. A student shall be suspended by the principal for violating W. Va. Code 61-2-15(b) which may further result in an expulsion.

Suspension/Expulsion

General

The School Leader will determine the length of the initial suspension (up to ten days) and whether the suspension will be served in-school or out-of-school on a case-by-case basis and after consulting this Code of Conduct.

The parameters for completing and grading assignments missed because of a pupil's suspension are as follows:

1. The pupil shall have an opportunity to do both of the following:
 - a. Complete any classroom assignments missed because of the suspension;
 - b. Receive at least partial credit for a completed assignment.
2. This policy permits grade reductions on account of the pupil's suspension subject to the approval of the Principal or Superintendent.
3. This policy prohibits the receipt of a failing grade on a completed assignment solely on account of the pupil's suspension.

In-School Suspensions

If a student is issued an in-school suspension, the School Principal will ensure the student is serving the in-school suspension in a supervised learning environment. Notification of an in-school suspension

shall be given to the student and the students' parent, guardian, or custodian. A student serving an in-school suspension may be prohibited from participating in extracurricular activities at the discretions of the Principal.

Out-of-School Suspension/Expulsion Procedure

The following procedure does not apply to in-school suspensions.

Students may be expelled for a period not to exceed one school year, unless otherwise provided.

Any student suspended or expelled is not permitted to participate in any extracurricular activities and is not permitted on school grounds.

Each suspension or expulsion imposed upon a student under this code shall be recorded in the uniform integrated regional computer information system (commonly known as the West Virginia Education Information System) described in W. Va. Code 18-2-26(f).

Violations of Rules 20, 24, and 27.

The principal **shall** suspend a student from the school if the principal determines, after an informal hearing, the student has violated any of Rules 20 for selling narcotics, Rule 24, or Rule 27. After a student has been suspended for a violation of the above listed Rules, the principal **shall**, within twenty-four (24) hours of the suspension, request the Regional Vice President (RVP) of the ESP to recommend to the Board that the student be expelled. Upon such request, the RVP **shall** recommend to the Board that the student be expelled. Upon this recommendation, the board **shall** conduct a hearing to determine if the student committed the alleged violation. If the Board finds the student violated the above Rules, the Board **shall** expel the student. Such expulsion **shall** be for a period of not less than twelve (12) consecutive months. The RVP of the ESP may recommend to the Board for a reduction of the twelve (12) month expulsion if the circumstances of the student's case demonstrably warrant. Such a recommendation shall be in writing and submitted to the Board.

Violations of Rules 20 and 26(A).

The principal **shall** suspend a student from school if the principal determines, after an informal hearing, the student has violated either Rules 20 for unlawfully possessing a controlled substance or Rule 26(A) by committing an act that would be a felony if committed by an adult. After a student has been suspended for a violation of the above listed Rules, the principal **may**, request the Regional Vice President (RVP) of the ESP to recommend to the Board that the student be expelled. Upon this recommendation, the Board **may** conduct a hearing to determine if the student committed the alleged violation. If the Board finds the student violated the above Rules, the Board **may** expel the student for up to one school year.

Violations of Other Rules.

The principal may suspend a student, if the principal determines after an informal hearing, that the student's alleged conduct violates any Rule set forth herein for which suspension is a penalty or has habitually violated school rules or polices. After a student has been suspended under this paragraph, the principal **may**, request the Regional Vice President (RVP) of the ESP to recommend to the Board that the student be expelled. Upon this recommendation, the Board **may** conduct a hearing to determine if the student committed the alleged violation. If the Board finds the student violated the above Rules, the Board **may** expel the student for up to one school year.

Informal Hearing Procedures:

If the principal determines that the alleged actions would be grounds for either out-of-school suspension or expulsion, an informal hearing shall be held immediately after the alleged violation. This hearing is to occur before a student is suspended, unless the principal believes the continued presence of the

student poses a continuing danger to persons or property or an on-going threat to academic progress, in which instance the student shall be immediately suspended and the hearing held as soon as practicable.

The student's parent or guardian shall be given telephonic notice, if possible, of the informal hearing, which notice shall briefly state the grounds for suspension. At the beginning of the hearing, the principal shall inquire of the student as to whether they admit or deny the charges. If the student does not so admit, the principal shall explain the evidence possessed by the principal and an opportunity to present their version of the events shall be given to the student. At the conclusion of the hearing, or the student's failure to appear, the student may be suspended for up to ten (10) school days; the time suspended prior to the hearing shall be included in the calculation of the number of days to be served.

The principal shall report in writing any suspension of a student, the same day it is imposed, to the parents or guardians of the student by regular United States mail. The suspension shall also be reported to the Regional Vice President of the ESP.

Board Hearing Procedures:

Before a Board hearing to determine whether the student committed the alleged act, the Board shall give written notice to the student's parents or guardians. This notice shall include:

- a. The charges and the recommended disposition of the charges;
- b. A clear statement as to whether the Board will attempt to establish the student as a "dangerous student" as defined in W. Va. Code 18A-1-1;
- c. Evidence upon which the Board will rely in asserting its claim that the student is a "dangerous student."
- d. Date, time, and place of hearing (which date shall be within the period of suspension imposed by the principal).

At the hearing, the Board shall determine if the student should be reinstated or whether the student must be expelled. If the Board determines that the student should or must be expelled from school, it may also determine whether the student is a "dangerous student" (if the parents or guardians were so notified of this possible outcome in the notice required for the hearing*).

The student may be represented by counsel, may call witnesses, and may cross-examine witnesses at the hearing before the Board. The hearing shall be recorded by mechanical means unless recorded by a certified court reporter.

The hearing may be postponed for good cause shown by the student, but the student will remain under suspension until after the hearing.

The Board, following the hearing, shall either:

- a. Reinstatement the student immediately at the end of the initial suspension;
- b. Suspend the student for a further designated number of school days; or
- c. Expel the student.

*If the Board did not intend to assert a dangerous student claim and did not give notice of such possible determination before the hearing and determines during the hearing that the student may be a "dangerous student," it shall schedule a second hearing within ten (10) days on the issue. This hearing may also be postponed for good cause, but the student shall remain under suspension until after the hearing.

Dangerous Students.

If the Board expels a student and also finds the student to be a "dangerous student" as defined in W. Va. Code 18A-1-1(j), it may refuse to provide an alternative education as defined in W. Va. Code 18A-

1-1(k). Within three months after such refusal, another hearing shall be held by the Board to re-examine whether the student remains a “dangerous student” and whether the student should be provided an alternative education. Thereafter, a hearing to re-examine whether the student remains a “dangerous student” and whether the student should be provided an alternative education shall be conducted every three months as long as the student remains a “dangerous student” and is denied an alternative education. During any of these hearings, the Board may consider the history of the student and any improvements made since the expulsion. If it is determined that the student is no longer a “dangerous student” or should be provided an alternative education, the student will be provided an alternative education during the remainder of the expulsion.

Alternative Education Program.

An alternative education program is a temporary, authorized departure from the regular school program designed to provide educational and social development for students, including, but not limited to, “dangerous students,” whose disruptive behavior places them at risk of not succeeding in the traditional school structures and in adult life without positive interventions. The purposes of these programs are to: (1) provide a safe and orderly learning environment for the education of all students in the public schools of West Virginia, and (2) meet the educational needs of disruptive students through the development of alternative education programs.

Students expelled shall be placed in an alternative education program, except for those students found to be a “dangerous student.” Alternative education programs are to be designed by the ESP with the input of the student’s parents or guardians.

Discipline/Suspension/Expulsion of Students with Disabilities

In matters relating to the disciplining of students with disabilities, the Board and the School shall abide by federal and state laws regarding suspension and expulsion. The School Principal will follow the guidelines below and ensure they are properly used when disciplining any student with a disability. The School will consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the other requirements of federal and state law and school board of education rules, is appropriate for a child with a disability who violates the code of student conduct.

Removals of Not More Than 10 Days – The 10-Day Rule

The School may unilaterally remove a Student with a disability who violates a code of student conduct from the Student's current placement for not more than ten (10) school days. This option may be used only if the disciplinary action is consistent with actions taken against nonstudents with disabilities. The School may place Students removed under the 10-day rule in an appropriate interim alternative educational setting (“IAES”) if applicable (see below), another setting, or suspend them. Removals under the 10-day rule are not considered a “change of placement” and the School is not obligated to provide services to Students during those removals. The School can use the 10-day rule to remove a student for either a single removal of ten (10) consecutive school days; or a series of shorter-term removals over the course of the school year that are more than ten (10) school days during that school year, so long as those removals do not constitute a pattern of removals (and therefore, a change of placement). When a removal is not a change of placement, an IEP meeting is not required.

Removals of More than 10 Days – Change of Placement

A change of placement occurs if a removal is for more than ten (10) consecutive school days; or if a student is subjected to a series of removals which accumulate to more than ten (10) school days, that constitute a pattern. This may occur for either suspensions or expulsions. If a change of placement occurs (after a Manifestation Determination Review (see below)), then the School must notify the parents, guardians, or custodian of that decision. This notice must inform the parents or guardians of all the procedural safeguards accorded under the law. These safeguards include a Manifestation

Determination Review, a right to receive services, and a continuation of services for a free appropriate public education (FAPE). A child with a disability who is removed from his or her current placement for more than 10 consecutive school days must:

- Continue to receive educational services, as provided in West Virginia Department of Education (WVDE) Policy 2419, Regulations for the Education of Students with Exceptionalities, and Section 504 regarding Free and Appropriate Public Education, so as to enable the child to continue to participate in the general educational curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.
- Receive, as appropriate, a functional behavioral assessment and behavioral intervention services and modifications as set forth in the behavioral intervention plan and IEP, where appropriate, that are designed to address the behavior violation, so it does not recur.
- The School will provide services during periods of removal to a child with a disability who has been removed from his or her current placement for 10 school days or less in that school year if services are provided to a child without disabilities who has been similarly removed.
- After a child with a disability has been removed from his or her current placement for 10 school days in the same school year, if the current removal is not for more than 10 consecutive school days and is not a change in placement because of disciplinary removals, school personnel, in consultation with at least one of the child's teachers, determine the extent to which services are needed in order to provide a free, appropriate public education, so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.
- If the removal is for more than 10 consecutive school days or is a change in placement because of disciplinary removals, the child's IEP Team determines appropriate services needed to provide a free, appropriate public education, so as to enable the child to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP.
- The services required may be provided in an interim alternative educational setting.

Manifestation Determination Review ("MDR")

Before imposing disciplinary consequences that would amount to a change of placement, the School will conduct an MDR to examine a Student's behavior. The purpose of the MDR is to determine whether a Student's disability caused, influenced or otherwise impacted the Student's behavior in question. To make this determination, the Student's IEP team is required to review certain information and determine whether the behavior causing the disciplinary infraction is or is not a manifestation of the Student's disability.

No later than the date on which the decision to take a disciplinary action which may be a change of placement is made, the School must notify the parents or guardians of that decision and of all procedural safeguards, including the MDR. The School and the parents or guardians must determine which members of the IEP team are relevant to conduct the manifestation determination. The team will review all relevant information in the Student's file to determine (1) whether the conduct in question was caused by, or had a direct and substantial relationship to, the Student's disability or (2) was the direct result of the School's failure to implement the IEP. If the team determines that either condition is applicable for the Student, it must determine that the conduct is a manifestation of the Student's disability.

Manifestation – If the team determines that the behavior was a manifestation of the student's disability, the full IEP team must then:

- conduct a functional behavior assessment and implement a behavior intervention plan for the student, unless the School conducted a functional behavior assessment prior to the manifestation determination;
- if the IEP team already developed a behavior intervention plan, it must review and modify the plan as necessary to address the behavior; and

- return the Student to the placement from which he or she was removed.

No Manifestation – If the team determines that the behavior was not a manifestation of the disability, the School may discipline the Student using the relevant disciplinary procedures applicable to Students without disabilities in the same manner and for the same duration, continuing to provide services to Students with disabilities.

If a student's behavior was not a manifestation of the disability, the School will still take steps to attend to the Student's behavior. The student must receive, as appropriate, a functional behavior assessment, behavioral intervention services, and modifications designed to address the behavior violation in order to attempt to prevent a reoccurrence.

Exceptions to the MDR Requirement – The Unilateral Change in Placement and 45-Day Rule

School personnel may remove a Student to an IAES for up to forty-five (45) school days, without a prior MDR or IEP meeting, when a student:

- carries or possesses a weapon (a device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of causing death or serious bodily injury, except that the term does not include a pocket knife with a blade of less than 2 1/2 inches in length);
- knowingly possesses or uses illegal drugs (a controlled substance not legally possessed or used under the supervision of a licensed health care professional, or legally possessed or used under any other authority under the Controlled Substances Act (21 U.S.C. 812) or under any other provision of federal law), or sells or solicits the sale of a controlled substance (a drug or other substance identified under Schedule I, II, III, IV or V in the Controlled Substances Act); or
- has inflicted serious bodily injury on another person (a cut, abrasion, bruise, burn or disfigurement, physical pain, illness, impairment of the function of a bodily member, organ or mental faculty, or any other injury, no matter how temporary).

This authority can be exercised if a student commits any of the offenses described above at the School, on the School premises, or at a School function.

The IEP team will meet subsequent to the unilateral placement in an IAES and must:

- determine what the permanent setting will be,
- take steps to modify the student's IEP, as appropriate,
- provide appropriate behavioral intervention services and modifications designed to address the behavior violation so that it does not recur, and
- continue to provide the student with educational services to enable him or her to participate in the general education curriculum and to progress toward IEP goals.

The School must still conduct an MDR, but it can occur after the removal to the 45-day setting. If the conduct is a manifestation of the student's disability, the School must still meet all of the requirements outlined above for the MDR, with the additional exception that the Student stay in the alternative placement for 45 school days, regardless of the outcome of the manifestation.

Notification

On the date on which the decision is made to make a removal that constitutes a change of placement of a child with a disability because of a violation of a code of child conduct, the School will notify the parents/guardians of that decision and provide parents/guardians the procedural safeguards notice described by Individuals with Disabilities Education Act in §§300.502 through 300.503, §§300.505 through 300.518, and §§300.500 through 300.537.

Due Process Complaint

Parents or guardians who disagree with any decision regarding placement or the outcome of an MDR

may appeal the decision through the filing of a due process complaint and may request an expedited due process hearing. The hearing is requested by filing a due process hearing request pursuant to W. Va. Policy 2419.

The School may request a hearing to change a Student's placement if the School believes that maintaining the Student's current placement is substantially likely to result in injury to the student or others. Under those circumstances, the hearing officer may order a change in placement of a student with a disability to an IAES for a period of up to forty-five (45) school days if the hearing officer agrees with the School's assessment.

During any due process proceedings, the student's placement, through a disciplinary action, must not change unless the parents and the School agree otherwise, or upon admissions to the School and parental consent.

In the case where a student has been placed in an IAES, the Student will remain in the IAES chosen by the School, pending the hearing officer's decision or until the time period expires, whichever occurs first, unless the Parent and School agree otherwise. An expedited hearing will be arranged during an IAES appeal and will occur within twenty (20) days of the hearing request, and the hearing officer must make a determination within ten (10) school days after the hearing.

Disciplining a 504 Student

Section 504 Manifestation Determination Reviews

A Student on a 504 Plan is to be afforded due process relating to any proposed change in educational placement where the student is subject either to expulsion or suspension for a period of more than ten (10) consecutive school days or a series of suspensions that are each ten (10) or fewer school days in duration but exceed ten (10) school days in the aggregate and create a pattern of exclusions. In all such cases, except in the case where such suspension or expulsion pertains to the use or possession of illegal drugs or alcohol as detailed below, the School shall follow the procedures pertaining to discipline/suspension/expulsion of students with disabilities.

Disciplinary Procedures for Students Possessing or Using Alcohol or Illegal Drugs

The School may take disciplinary action pertaining to the use or possession of illegal drugs or alcohol against any Student on a 504 Plan who currently is engaging in the illegal use of drugs or in the use of alcohol to the same extent that such disciplinary action is taken against students without disabilities.

Emergency Removal from Placement

Emergency removal of a 504 student from his/her current placement may take place through parental agreement to an interim placement or through injunctive relief from a court, when the current placement presents a substantial likelihood of resulting in injury to the student or others.

LEGAL REFS:

Gun Free Schools Act, 115 Stat. 1762, 20 U.S.C. 7151 29 USC 701

Individuals with Disabilities Education Act of 2004; 34 CFR Part 300, et seq. Section 504 of the Rehabilitation Act of 1973

W. Va. Code Sections 18A-1-1; 18A-5-1a; 61-7, et seq.

Attachment B – Board Documents

Bylaws/Code of Regulations of Clarksburg Classical Academy, Inc.

These Bylaws are subject to, and governed by, the West Virginia Code and through the articles of incorporation. In the event of a direct conflict between the provisions of these Bylaws and the mandatory provisions of the West Virginia Code or the provisions of the articles of incorporation, such provisions of the Code or the articles of incorporation, as the case may be, will be controlling.

Article I General

Section 1. NAME

The name of this West Virginia nonprofit corporation shall be Clarksburg Classical Academy, Inc. (hereinafter the “Corporation” or “School”).

Section 2. OPERATION, OBJECTIVES, AND GUIDING PRINCIPLES

Subject to all of the terms and conditions set forth in these Bylaws, the Corporation is organized, and will be operated, exclusively for charitable, educational, and scientific purposes within the meaning of 501(c)(3) and 170(c)(2) of the Internal Revenue Code of 1986, as amended, or the corresponding provisions of any future federal tax code (the “Code”), as follows:

- a. To form, maintain and provide a school exclusively for educational, literary, scientific, and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, and subject to the restrictions and limitations hereinafter set forth, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove.
- b. In addition, the Corporation may engage in other charitable and educational activities described in 501(c)(3) and 170(c)(2) of the Code.
- c. In carrying out its charitable, educational, and scientific purposes, the Corporation shall have all of the powers that may be conferred upon nonprofit corporations formed under the laws of the State of West Virginia to carry out such purposes.

In carrying out its charitable, educational, and scientific purposes, the Corporation shall have authority to receive and maintain real and tangible or intangible personal property and shall use and apply all or any part of such property and/or the income therefore exclusively for charitable, educational, and scientific purposes within the meaning of 501(c)(3) and 170(c)(2) of the Code.

Section 3. LOCATION

The Corporation's headquarters shall be located and maintained in Harrison County, West Virginia, or at such other location within the State of West Virginia as the Board of Directors may from time to time determine.

Section 4. PROPERTY

The Corporation may purchase, lease, rent, accept as gifts or contributions, or otherwise receive, acquire, and manage real and personal property in furtherance of its purposes.

Section 5. FISCAL YEAR

The fiscal year shall begin on July 1 and end on June 30 of each year.

Section 6. AUDIT

The fiscal records of the Corporation may be prepared each year by independent Certified Public Accountants and the report thereof made available to the Board of Directors and such other persons as may be necessary or appropriate. The level of the report shall comply with the audit provisions contained in the West Virginia Charter School Law, and the Board shall determine on an annual basis whether or not audited financial statements are appropriate. The Board shall comply with West Virginia law for the purposes of fiscal oversight of the school.

Article II
Membership

The Corporation has no members. The rights which would otherwise vest in the members vest in the Board of Directors (the "Board") of the Corporation. Actions which would otherwise require approval by a majority of all members or approval by members require only approval of a majority of all Directors.

Article III
Directors

Section 1. NUMBER

The corporation shall have at least five directors but not more than ten, as set forth below, plus non-voting ex officio Directors, if any. Collectively they shall be known as the Board. Upon the action of the Board, these Bylaws may be amended to alter the size or composition of the Board of Directors.

Section 2. POWERS

Except when the law provides, the Articles or these Bylaws otherwise provided, all of the Corporation's authority shall be vested in and exercised by the Board. To the extent permitted by

law, any authority of the Directors may be delegated to such persons or committees as the Directors so acting may determine.

Section 3. DUTIES

It shall be the duty of the Directors to:

- a. Oversee the direction and management of the Corporation, as well as the control and disposition of its assets;
- b. Perform any and all duties imposed on them collectively or individually by law, by the articles of incorporation, or by these bylaws;
- c. Meet at such times and places as required by these bylaws;
- d. Register their postal addresses and email with the secretary of the corporation, and notices of meetings mailed or emailed to them at such addresses shall be valid notices thereof.

Section 4. ELECTIONS AND TERMS OF OFFICE

- a. The Interim Directors of the Corporation shall be named at a time to be determined by the Incorporator. The Interim Directors shall serve until a Board of Directors is elected.
- b. The Board may elect any person who, in its discretion, it believes will serve the interests of the Corporation faithfully and effectively.
- c. Two of the initial five directors elected shall hold office for a period of five years, two shall hold office for a period of two years, and one or two for a period of one year. Thereafter each director shall hold office for a period of up to three years. Each director's term of office shall be specified at the time of election. The term of no more than 40% of the directors shall expire in the same year.
- d. Any Director may, by written notice to the Board of Directors, resign at any time.
- e. Any Director may be removed by a majority vote of all of the remaining members of the Board of Directors without cause at any time and in accordance with West Virginia Law.
- f. Vacancies in Directorships. Any vacancy caused by the death, resignation, removal, disqualification, or otherwise of any director shall be filled by the board of directors as provided in this Article III, Section 4.

Section 5. EX OFFICIO DIRECTORS

The Chairperson of Board of Directors may appoint one or more *ex officio* members of the Board of Directors. *Ex officio* members of the Board of Directors shall be entitled to a notice to be present in person, to present matters for consideration and to take part in consideration of any business by the Board of Directors at any meeting of the Board of Directors, shall not be counted for purposes

of a quorum and shall have no voting rights for purposes of authorizing any act or transaction of business by the Board of Directors.). The term of an *ex officio* Director shall be for such time as the Chairperson of the Board of Directors shall designate.

Section 6. COMPENSATION

A Director may not be compensated.

Section 7. ANNUAL AND REGULAR MEETINGS

Annual Meetings of the Board of Directors shall be held each year during the first quarter of each fiscal year at a time and place, within the State of West Virginia or otherwise in accord with West Virginia Law, designated by the Directors. Regular Meetings of the Board of Directors may be held at such other times and places as may be fixed by the Directors, however, the Board of Directors will meet at least quarterly upon the call of the Chair, or at the written request of a majority of the Directors entitled to vote on matters presented to the Board of Directors.

Section 8. SPECIAL MEETINGS

Special Meetings of the Board of Directors may be held at any time upon the written call of the Chair or at the written request of a majority of the Directors entitled to vote on matters presented to the Board of Directors.

Section 9. NOTICE OF MEETINGS

Except for Special Meetings, written notice of any Board of Directors Meeting shall be given to the Directors at least five (5) days prior to such meeting and shall set forth the reasons therefore. Notice of any Special Meeting may be made other than by written notice when circumstances dictate.

The Board, if it is a public charter school, it shall comply with West Virginia's Open Meetings Laws and shall follow the following guidelines as related to the posting of meeting notices:

The Secretary of the Board of Directors or the Board of Director's legal counsel shall cause and/or direct an administrator of the school post notice of a meeting in the following manners:

Meetings.

- a. Annual and Regular Meetings. The Board of Directors shall hold an annual meeting during the first quarter of each fiscal year on such date as may be fixed by the Board of Directors, either at the principal office of the corporation or at such other place, either within or without the State of West Virginia, as the Board of Directors may fix by resolution, for the purpose of electing directors of the corporation, appointing officers and transacting such other business as may come before the meeting. The Board of Directors may provide by resolution for the holding of, and the date, time, and place for, additional regular meetings.

- b. Special Meetings. Special meetings of the Board of Directors may be called by the President or at the written request of a majority of Directors entitled to vote on matters presented to the Board of Directors.
- c. Emergency Meetings. In the event of an emergency, the President may call an emergency meeting.
- d. Order of Business. At any meeting of the Directors, business will be transacted in such order as the President of the Board determines unless a majority of the Directors present determines otherwise.
- e. Place. Meetings of the Board may be held within or without the State of West Virginia.

Notice of Meetings.

Except for a Special or Emergency meeting, written notice of meetings shall be given to the Directors at least three (3) days before the meeting. Notice of a Special or Emergency Meeting may be made other than by written notice when circumstances dictate.

The Board, if it is subject to West Virginia open meetings law (W. Va. Code 6-9A), shall ensure notice of regular, special, or emergency meetings shall be given in compliance with the open meetings law and shall follow these guidelines as related to the posting of meeting notices:

The Secretary of the Board of Directors or the Board of Director's legal counsel shall cause and/or direct an administrator of the school post notice of a meeting to the public and news media in the following manners:

1. **Regular Meetings:** Notice of regular meetings shall be posted at the main entrance of the school or in a conspicuous place in the school and on the school website no less than three (3) business days prior to the date of the meeting.
2. **Special Meetings:** Notice special meetings shall be posted, along with the special meeting agenda, at the main entrance of the school or in a conspicuous place in the school and on the school website not less than two (2) days business prior to the date of the meeting.
3. **Emergency Meeting:** Notice of emergency meetings shall be posted (i) on the main entrance of the school or in a conspicuous place in the school immediately once the Emergency Meeting is called and prior to the start of the meeting; (ii) notice will be provided to any news media that requests notification immediately once the Emergency Meeting is called and prior to the start of the meeting; and (iii) notice will be provided via e-mail to any person requesting advanced notice of emergency meetings immediately once the Emergency Meeting is called and prior to the start of the meeting.
4. **Agendas:** Agendas shall be posted at the main entrance of the school or in a conspicuous place in the school and on the school website no less than three (3) business days before a Regular meeting and no less than (2) business days before a Special meeting. The Agenda shall include the date, time and location of the meeting; for virtual meetings, means of access to the virtual meeting shall be included.

Section 10. WAIVER OF NOTICE

Whenever any notice of a meeting is required to be given to any Director of this corporation under provisions of the articles of incorporation, these bylaws, or the law of this state , notice of any meeting of the Board of Directors may be waived in writing, either before or after the holding of such meeting, by any Director, which writing shall be filed with or entered upon records of the meeting. A waiver of notice in writing signed by the director, whether before or after the time of the meeting, shall be equivalent to the giving of such notice. The attendance of any Director at any meeting of the Board without protesting, prior to or at the commencement of the meeting, the lack of proper notice, shall be deemed to be a waiver of notice of such meeting.

Section 11. ACTION WITHOUT A MEETING AUTHORIZED

The Board may authorize actions by means of a writing or writings signed by all of the Directors, without a meeting. Any action required or permitted to be taken at any meeting of the Board of Directors or of any committee thereof may be taken without a meeting if a written consent to such action is signed by all of the Board of Directors or all members of such committee, as the case may be, and such written consent is filed with the minutes of proceedings of the Board of Directors or committee. Such a written consent may be signed by facsimile signatures which shall be construed as originals and may also be on separate but identical documents which shall be construed as one original. Provided however, if the Corporation is operating as a charter school, all action must be taken at open and public meetings and action by written consent shall not be allowed.

Section 12. QUORUM FOR MEETINGS

Except as otherwise provided in these Bylaws, the minimum number of Directors necessary to constitute a quorum for the transaction of business at any meeting shall be a majority of the duly elected and qualified Directors then serving on the Board, unless a greater number is required by applicable law, the articles of incorporation, or these Bylaws.

Section 13. MAJORITY ACTION AS BOARD ACTION

Every act or decision done or made by a majority of the Directors present at a meeting duly held at which a quorum is present is the act of the Board of Directors, unless the articles of incorporation, these Bylaws, or provisions of law require a greater percentage or different voting rules for approval of a matter by the board.

Section 14. CONDUCT OF MEETINGS

The Chair shall employ such rules of order as the Chair deems appropriate in conducting meetings, except that each item placed for vote or other action shall be placed before the Board by motion of a member of the Board other than the Chair with a second by another member of the Board other than the Chair. In the event that the Chair and a vote of the Board does not specify the rules of

order in conducting meetings, the meeting shall be conducted utilizing Robert's Rules of Order.

Section 15. ORDER OF BUSINESS

At all meetings of the Board of Directors, business will be transacted in such order as the Chairperson of the Board of Directors determines unless a majority of Directors present determines otherwise.

Section 16. MEETINGS HELD THROUGH COMMUNICATION EQUIPMENT

Meetings of the Board may be held through communications equipment provided that all persons participating in such meeting can hear and otherwise communicate with each other. Such participation shall constitute presence at such a meeting.

Section 17. NONLIABILITY OF DIRECTORS

The Directors shall not be personally liable for the debts, liabilities, or other obligations of the corporation.

Section 18. NO PROXY VOTING

A Director is not authorized to act by way of a proxy.

Article IV
Officers

Section 1. DESIGNATION OF OFFICERS

The Officers of the corporation shall be a chair, a vice chair, a secretary, and a treasurer. The Corporation may also have one or more vice chairs, assistant secretaries, assistant treasurers, and other such Officers with such titles as may be determined from time to time by the board of directors.

Section 2. QUALIFICATIONS AND AUTHORITY OF OFFICERS

Unlike Directors, each Officer has individual duties related to managing some aspect of the Corporation's activities and affairs. In addition to those duties described elsewhere in these Bylaws, each Officer will have such other powers, duties, and responsibilities as designated in these Bylaws and as may be assigned to them by the Board of Directors.

Section 3. ELECTION AND TERM OF OFFICE

Officers shall be elected by the Board of Directors at the Annual Meeting of the Corporation and each officer shall hold office for a period of one year, or until he or she resigns, is removed, is

otherwise disqualified to serve, or until his or her successor shall be elected and qualified, whichever occurs first. In the event that an Officer resigns from the Board of Directors and/or their position as an Officer, the Board shall fill such a vacancy by the affirmative vote of at least a majority of the Directors present at a meeting at which a quorum is present; provided however, that a vacancy need not be filled unless that vacancy would leave the Corporation in violation of applicable law, the articles of incorporation, or these Bylaws.

Section 4. REMOVAL AND RESIGNATION

Any officer may be removed, either with or without cause, by a majority vote of the board of directors, at any time, and pursuant to West Virginia Law. Any officer may resign at any time by giving written notice to the board of directors or to the chair or secretary of the corporation. Any such resignation shall take effect at the date of receipt of such notice or at any later date specified therein, and, unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. The above provisions of this section shall be superseded by any conflicting terms of a contract which has been approved or ratified by the board of directors relating to the employment of any officer of the corporation.

Section 5. VACANCIES

Any vacancy caused by the death, resignation, removal, disqualification, or otherwise, of any officer shall be filled by the Board of Directors for the remaining portion of the one-year term. In the event of a vacancy in any office other than that of Chair, such vacancy may be filled temporarily by appointment by the Chair until such time as the board shall fill the vacancy. Vacancies occurring in offices of officers appointed at the discretion of the board may or may not be filled as the board shall determine.

Section 6. DUTIES OF CHAIRPERSON

The Chairperson (“Chair”), subject to the control of the board of directors, shall supervise and control the affairs of the corporation and the activities of the officers. The Chair shall perform all duties incident to the office and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be prescribed from time to time by the Board of Directors. The Chair shall preside at all meetings of the Board of Directors and, if this corporation has members, at all meetings of the members. In the absence of the Chair and Vice Chair, the Secretary or Treasurer may preside.

Section 7. DUTIES OF VICE CHAIR

In the absence of the Chair, or in the event of his or her inability or refusal to act, the Vice Chair shall perform all the duties of the Chair, and when so acting shall have all the powers of, and be subject to all the restrictions on, the Chair. The Vice Chair shall have other powers and perform such other duties as may be prescribed by law, by the articles of incorporation, or by these bylaws,

or as may be prescribed by the Board of Directors.

Section 8. DUTIES OF SECRETARY

The Secretary shall:

Certify and keep at the principal office of the corporation the original, or a copy, of these bylaws as amended or otherwise altered to date.

Keep at the principal office of the corporation or at such other place as the Board may determine, a book of minutes of all meetings of the directors, and, if applicable, meetings of committees of directors and of members, recording therein the time and place of holding, whether regular or special, how called, how notice thereof was given, the names of those present or represented at the meeting, and the proceedings thereof.

See that all notices are duly given in accordance with the provisions of these bylaws or as required by law. Be custodian of the records and of the seal of the corporation and affix the seal, as authorized by law or the provisions of these bylaws, to duly executed documents of the corporation.

Exhibit at all reasonable times to any Director of the corporation, or to the Director's agent or attorney, on request therefore, the bylaws and the minutes of the proceedings of the Directors of the corporation.

In general, perform all duties incident to the office of Secretary and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or as may be prescribed by the Board of Directors.

Section 9. DUTIES OF TREASURER

The Treasurer shall:

Oversee the school fiscal officer in the fiscal officer's charge and custody of, and responsibility for, all funds and securities of the corporation, and deposit all such funds in the name of the corporation in such banks, trust companies, or other depositories as shall be selected by the Board of Directors.

Oversee the licensed school fiscal officer in the fiscal officer's receiving, and giving receipt for, monies due and payable to the corporation from any source whatsoever.

Oversee the school fiscal officer in the fiscal officer's disbursements, or cause to be disbursed, the funds of the corporation as may be directed by the Board of Directors, taking proper vouchers for such disbursements.

Oversee the school fiscal officer in the fiscal officer's keeping and maintaining adequate and correct accounts of the corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, disbursements, gains, and losses.

Oversee the school fiscal officer in the fiscal officer's exhibits, at all reasonable times, the books of account and financial records to any Director of the corporation, or to his or her agent or attorney, on request therefore.

Oversee the school fiscal officer in the fiscal officer's rendering to the Chair and Directors, whenever requested, an account of any or all transactions and of the financial condition of the corporation.

Oversee the school fiscal officer in the fiscal officer's preparation, or cause to be prepared, and certify, or cause to be certified, the financial statements to be included in any required reports.

In general, oversee the school fiscal officer in the fiscal officer's performance of duties incident to the school financials and such other duties as may be required by law, by the articles of incorporation of the corporation, by these bylaws, or which may be assigned to him or her from time to time by the Board of Directors.

Section 10. DELEGATION OF AUTHORITY

Subject to the provisions of this section, any Officer may delegate their powers or authority to take any action on behalf of the Corporation to any other Officer or Director of the Corporation. The Board may, by resolution, specifically limit the ability of an Officer to delegate his or her functions.

Article V **Committees**

Section 1. EXECUTIVE COMMITTEE

The Board of Directors may, by a majority vote of its members, designate an Executive Committee and may delegate to such committee the powers and authority of the Board in the management of the business and affairs of the corporation, to the extent permitted, and, except as may otherwise be provided, by law.

By a majority vote of its members, the Board may at any time revoke or modify any or all of the executive committee authority so delegated, increase or decrease, but not below two (2), the number of the executive committee, and fill vacancies on the Executive Committee from the member of the Board. The executive committee shall keep regular minutes of its proceedings, cause them to be filed with the corporate records, and report the same to the board from time to time as the board may require.

Section 2. OTHER COMMITTEES

The corporation shall have such other committees as may from time to time be designated by resolution of the board of directors. These committees may consist of persons who are not also members of the board and shall act in an advisory capacity to the board. The Chair may appoint *ad hoc* committees of limited duration.

Section 3. COMMITTEE COMPOSITON

No committee established under these bylaws shall have as members a number that equals to, or exceeds, the number for a quorum as required by Art. III, Sec. 12 of these bylaws.

Section 4. MEETINGS AND ACTION OF COMMITTEES

Meetings and action of committees shall be governed by and taken in accordance with the provisions of these bylaws concerning meetings of the Board of Directors, with such changes in the context of such bylaw provisions as are necessary to substitute the committee and its members for the Board of Directors and its members, except that the time for regular and special meetings of committees may be fixed by resolution of the Board of Directors or by the committee. The board of directors may also adopt rules and regulations pertaining to the conduct of meetings of committees to the extent that such rules and regulations are not inconsistent with the provisions of these bylaws. Provided however, if the Corporation is operating as a charter school, all action must be taken at open and public meetings and action by written consent shall not be allowed.

Article VI
Indemnification and Insurance

Section 1. GENERAL INDEMNIFICATION

The Corporation: (a) shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether, civil, criminal, administrative or investigative (other than an action by or in the right of the Corporation) by reason of the fact that the person is or was a Director or volunteer of the Corporation, or while a Director or volunteer of the Corporation is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent, or volunteer of any other corporation domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise; and (b) may indemnify or agree to indemnify any person who is or was a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative (other than any action by or in the right of the Corporation) by reasons of the fact that he or she is or was an officer, employee, or agent of the Corporation, or while an officer, employee, or agent of the Corporation is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, against expense (including reasonable attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him or her in connection with such action, suit or proceeding if the person acted in good faith and in a manner the person reasonably believes to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order settlement or conviction, upon a plea of *nolo contendere* or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner he or she reasonably believes to be in or not opposed to the best interest of the Corporation, and with respect to any criminal action or proceeding, the person had reasonable cause to believe that the conduct was unlawful.

Section 2. SUITS BY THE CORPORATIONThe Corporation may indemnify or agree to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor by reason of the fact that the person is or was a Director, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise against expenses (including attorney's fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believes to be in or not opposed to the best interest of the Corporation.

No such indemnification shall be made in respect of: (a) any claim, issue or matter as to which such person is adjudged to be liable for negligence or misconduct in the performance of his or her duty to the Corporation unless and only to the extent that the court of common pleas, or the court in which such action or suit was brought, determined upon application that, despite the adjudication of liability, but in view of all the circumstances of the case, such person is fairly and reasonable entitled to indemnity for such expense as the court of common pleas or such other court shall deem proper.

Section 3. INDEMNIFICATION FOR EXPENSES

To the extent that a Director, officer, employee, agent or volunteer has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 6.1 and 6.2, or in defense of any claim, issue or matter therein, they shall be indemnified against expenses (including reasonable attorney's fees) actually and reasonably incurred by the individual in connection with the action, suit or proceeding.

Section 4. DETERMINATION REQUIRED

Any indemnification under Section 6.1 and 6.2 (unless ordered by a court) shall be made by the Corporation only as authorized in the specific case upon a determination that the indemnification of the Director, officer, employee, agent or volunteer is proper in the circumstances because he or she has met the applicable standard of conduct set forth in Section 6.1 and 6.2. Such determination shall be made by any one of the following: (a) the Board of Directors by a majority vote of a quorum consisting of Directors, who were not and are not parties to, or threatened with, such action, suit or proceeding; (b) if such a quorum is not obtained or if a majority of a quorum of disinterested Directors so directs, in a written opinion by independent legal counsel other than an attorney, or a firm having associated with it an attorney, who has been retained by or who has performed services for the Corporation or any person to be indemnified within the past five years; (c) the Members; or (d) the court of common pleas or the court in which the action, suit or proceeding was brought. If any action by or in the right of the Corporation is involved, any determination made by the disinterested Directors or by the independent legal counsel under this Section 6.4 shall be communicated promptly to the person who threatened or brought the action or suit by or in the right of the Corporation under Section 6.2, and such person shall have the right, within ten days after receipt of such notification, to petition the court of common pleas or the court in which action or suit was brought to review the reasonableness of such determination.

Section 5. ADVANCES FOR EXPENSES

(a) Expenses (including reasonable attorney's fees) incurred by a Director or a volunteer in defending any civil or criminal action, suit or proceeding referred to in Section 6.1 and 6.2 of this Article VI, shall be paid by the Corporation as they are incurred, in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of the Director or volunteer in which they agree to: (i) repay such amount if it

is proved by clear and convincing evidence in a court of competent jurisdiction that his or her action or failure to action involved an act or omission undertaken with deliberate intent to cause injury to the Corporation or undertaken with reckless disregard for the best interest of the Corporation; and (ii) reasonably cooperate with the Corporation concerning the action, suit or proceeding.

(b) Expenses (including reasonable attorney's fees) incurred by a Director, officer, employee, agent or volunteer in defending any action, suit or proceeding referred to in Section 6.1 and 6.2 of this Article VI, may be paid by the Corporation as they are incurred in advance of the final disposition of the action, suit or proceeding as authorized by the Director in the specific case upon receipt of an undertaking by or on behalf of the Director, officer, employee, agent or volunteer to repay such amount of it is ultimately determined that they are not entitled to be indemnified by the Corporation.

Section 6. NOT EXCLUSIVE

The indemnification authorized by this Article VI shall not be deemed exclusive of, and shall be in addition to, any other rights granted to those seeking indemnification under the Articles of Incorporation, common law, the Nonprofit Corporation Law of the State of West Virginia, these Bylaws or any agreement, vote of Members or disinterested Directors, or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a Director, officer, employee, agent or volunteer and shall inure to the benefit of the heirs, executors and administrators of such a person.

Section 7. INSURANCE

The Corporation may purchase and maintain insurance or furnish similar protection, including but not limited to trust funds, letters of credit or self-insurance, on behalf of any person who is or was a Director, officer, employee, agent or volunteer of the Corporation, or is or was serving at the request of the Corporation as a Director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, against any liability asserted against them and incurred by them in any such capacity, or arising out of their status as such, whether the Corporation would have the power to indemnify him or her against such liability under the provision of this Article VI. Insurance may be purchased from or maintained with a person in which the Corporation has financial interest, subject to any applicable law to the contrary.

Section 8. SECTIONS 1 AND 2

The authority of the Corporation to indemnify persons pursuant to Sections 1 and 2 of this Article VI does not limit the payment of expenses as they are incurred, indemnification, insurance or other protection that may be provided pursuant to another Section of Article VI. Sections 1 and 2 of this Article VI do not create any obligation to repay or return

payments made by the Corporation under other Sections of this Article VI.

Section 9. DEFINITION OF “THE CORPORATION”

As used in this Article VI, references to “the Corporation” include all constituent corporations in a consolidation or merger, and the new or surviving corporation, so that any person who is or was a trustee, director, officer, employee, agent or volunteer of such a constituent corporation, or is or was serving at the request of such constituent corporation as a director, trustee, fiduciary, officer, employee, partner, joint venturer, agent or volunteer of another corporation, domestic or foreign, nonprofit or for profit, partnership, joint venture, trust, employee benefit plan or other enterprise, shall stand in the same position under the provision of this Article VI with respect to the new or surviving corporation in the same capacity.

Article VII
Corporate Records, Reports, and Seal

Section 1. MAINTENANCE OF CORPORATE RECORDS

The Corporation shall keep at its principal office:

- a. Minutes of all meetings of Directors, committees of the Board, and, if this corporation has members, of all meetings of members, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof;
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains, and losses;
- c. A record of its members, if any, indicating their names and addresses and, if applicable, the class of membership held by each member and the termination date of any membership;
- d. A copy of the corporation’s articles of incorporation and bylaws as amended to date, which shall be open to inspection by the members, if any, of the corporation at all reasonable times during office hours.

Section 2. DIRECTORS’ INSPECTION RIGHTS

Every Director shall have the absolute right at any reasonable time to inspect and copy all books, records, and documents of every kind and to inspect the physical properties of the corporation, and shall have such other rights to inspect the books, records, and properties of this corporation as may be required under the articles of incorporation.

Section 3. RIGHT TO COPY AND MAKE EXTRACTS

Any inspection under the provisions of this article may be made in person or by agent or attorney and the right to inspect shall include the right to copy and make extracts.

Section 4. PERIODIC REPORT

The board shall cause any annual or periodic report required under law to be prepared and delivered to an office of this state or to the members, if any, of this corporation, to be so prepared and delivered within the time limits set by law.

Article VIII **IRC 501(c)(3) Tax Exemption Provision**

Section 1. LIMITATIONS ON ACTIVITIES

No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation (except as otherwise provided by Section 501(h) of the Internal Revenue Code), and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office. Notwithstanding any other provisions of these bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

Section 2. PROHIBITATION AGAINST PRIVATE INURNMENT

No part of the net earnings of this corporation shall inure to the benefit of, or be distributable to, its members, Directors, officers, or other private persons, except that the corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes of this corporation.

Section 3. DISTRIBUTION OF ASSETS

Upon the dissolution of this corporation, the Board of Directors shall, after paying or making provision for the payment of all the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, educational, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed by the

Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

Section 4. PRIVATE FOUNDATION REQUIREMENTS AND RESTRICTIONS

In any taxable year in which this corporation is a private foundation as described in Section 509(a) of the Internal Revenue Code, the corporation 1) shall distribute its income for said period at such time and manner as not to subject it to tax under Section 4942 of the Internal Revenue Code; 2) shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code; 3) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; 4) shall not make any investments in such manner as to subject the corporation to tax under Section 4944 of the Internal Revenue Code; and 5) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

Article IX

Conflict of Interest Policy and Compensation Approval Procedures

Section 1. PURPOSE

The purpose of the conflict of interest policy is to protect the interests of the School, a West Virginia non-profit corporation and tax-exempt organization (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 state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations and to public bodies and officers.

Section 2. DEFINITIONS

A) Interested Person. Any Director, principal officer, or member of a committee with the Boards delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

B) Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;
2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or

3. 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.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Section 3 (B), a person who has a financial interest may have a conflict of interest only if the appropriate Board or committee decides that a conflict of interest exists.

Section 3. PROCEDURES

A) 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 Board delegated powers considering the proposed transaction or arrangement. Each Board member shall annually provide to the Board and to the Sponsor signed disclosure and conflict-of-interest statements.

B) 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, they shall leave the 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.

C) Procedures for Addressing the Conflict of Interest.

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

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

3. After exercising due diligence, the 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.

4. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the 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.

D) Violations of the Conflicts of Interest Policy.

1. If the 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.

2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the 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.

Section 4. RECORDS OF PROCEEDINGS

The minutes of the 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 a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, the action taken to determine whether a conflict of interest was present, and the Board's or committee's decision 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.

Section 5. COMPENSATION

Board members shall receive no compensation for their service on the Board.

Section 6. ANNUAL STATEMENTS

Each Director, principal officer, and member of a committee with Board delegated powers shall sign a statement which affirms such person:

A) Has received a copy of this 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 to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Section 7. PERIODIC REVIEWS

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- A) Whether compensation arrangements and benefits are reasonable, based on competent survey 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 do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Section 8. USE OF OUTSIDE EXPERTS

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Board of its responsibility for ensuring periodic reviews are conducted.

Article X

Compensation Policy

Section 1. PURPOSE

The Compensation Policy (the "Compensation Policy") of the School, a West Virginia non-profit corporation and tax exempt organization, has been established to ensure compliance with the Internal Revenue Service guidelines for approval of senior management compensation. The corporate board of directors of the School shall follow the following review and approval guidelines.

Section 2. INDIVIDUALS SUBJECT TO THIS POLICY ("COVERED INDIVIDUAL")

1. Chief Employed Executives: The individual or individuals who have the ultimate responsibility for implementing the decisions of the School's Board or

for supervising the management, administration, or operations of the School, including the School's top management official and top financial official. If this ultimate responsibility resides with two or more individuals (*i.e.*, co-presidents or co-treasurers) who may exercise such responsibility in concert or individually, then each individual shall be included.

2. Officers: The individual or individuals elected or appointed to manage the School's daily operations. The officers of an organization are determined by references to its organizing document, by-laws, and include, at a minimum, those officers required by applicable state law.
3. Key Employees: Individuals who are not a Chief Employed Executive or an Officer of the School, but who meet all of the following tests, applied in the following order:
 - a. \$150,000 Test: The individual receives reportable compensation¹ from the School and all related organizations² in excess of \$150,000 for the calendar year ending with or within School's tax year.
 - b. Responsibility Test: At any time during the calendar year ending with or within the School's tax year:
 - i. has responsibilities, power or influence over the School as a whole that is similar to those officers, directors, or trustees;
 - ii. manages a discrete segment or activity of School that represents 10% or more of the activities, assets, income, or expenses of the organization, as compared to the organization as a whole; or
 - iii. has or shares authority to control or determine 10% or more of School's capital expenditures, operating budget, or compensation for employees.
 - c. Top 20 Test: In addition to meeting the \$150,000 Test and the Responsibility Test, the individual is one of the top 20 most highly compensated employees (including all income from School and related organizations) for the calendar year ending with or within the School's calendar year.
4. Highest Compensated Employees: One of the five highest compensated employees of the School whose reportable compensation (including all income from the School and related organizations) is greater than \$100,000 for the

¹ Compensation that is reported on Form W-2, Box 5, or in Box 1 if the employee's compensation is not reported in Box 5, or Form 1099-MISC, Box 7, filed for the calendar year ending with or within the organization's tax year.

² An organization that stands in one or more of the following relationships to the filing organization: (1) Parent – an organization that controls the filing organization; (2) Subsidiary – an organization controlled by the filing the filing organization; (3) Supporting/Supported – an organization that is (or claims to be) at any time during the organization's tax year (i) a supporting organization of the filing organization within the meaning of Section 509(a)(3), if the filing organization is a supported organization within the meaning of Section 509(f)(3), or (ii) a supported organization, if the filing organization is a supporting organization.

calendar year ending with or within School's calendar year who are not also current officers, Directors, or key employees of the School.

5. This policy does not apply to employees of any vendor of the Corporation, including management companies if utilized.

Section 3. PROCEDURE FOR APPROVING COMPENSATION

In reviewing and approving the compensation of any Individuals covered by this policy, the Board of Directors, or a delegated committee of the Board (the "Approval Body") will utilize the following process:

1. Impartial Decision Makers: The compensation arrangement must be approved in advance (before any payment is made) by the Approval Body composed entirely of individuals who do not have conflict of interest with respect to the compensation arrangement (*i.e.*, neither the executive whose compensation is being determined nor any family members may be present during the discussion/debate or participate in the vote).
2. Comparability Data: When the Approval Body is considering compensation to Covered Individuals, it must rely on comparability data that demonstrates the fair market value of the compensation in question (*i.e.*, when creating compensation packages, the Approval Body must secure data that documents compensation levels for similarly qualified individuals in like positions at like organizations). This data may include the following:
 - a. expert compensation studies by independent firms or the School's management company;
 - b. written job offers for positions at similar organizations;
 - c. documented telephone calls about similar positions at both non-profit and for-profit organizations.
3. Concurrent Documentation: The Approval Body must document how it reached decisions, including the data on which it relied. To qualify as Concurrent Documentation, written or electronic records of the Approval Body (*i.e.*, meeting minutes) must note:
 - a. the terms of the compensation and the date it was approved;
 - b. the members of the Approval Body who were present during the debate on the compensation that was approved and those who voted on it;
 - c. the comparability data obtained and relied upon and how the data was obtained; and
 - d. any action taken with respect to the consideration by anyone who is otherwise a member of the Approval Body, but who had a conflict of interest with respect to the decision on the compensation.

Section 4. RECORDS

The School shall retain all records relating to compensation in accordance with the School's Record Retention and Destruction Policy.

Article XI

Code of Ethics Policy

The Board shall adopt such policies to assure ethical conduct in accordance with applicable laws.

The following are examples of the major policies and procedures that support and reflect our Code:

1. The School shall have a detailed Conflict of Interest Policy to protect its interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or Director or may result in a possible excess benefit transaction. If any conflict is found, the officer or director must abstain from voting on the particular proposal and the abstaining officer or director is not counted toward a quorum for a vote.
2. There is no salary compensation of the officers and Directors of the School.

Article XII

Nondiscrimination Policy

The School admits students of any race, color, national and ethnic origin to all the rights, privileges, programs, and activities generally accorded or made available to students at the School. The School does not discriminate on the basis of race, color, national or ethnic origin in administration of its educational policies, admissions policies, scholarship and loan programs, and athletic and other School administered programs.

The School will ensure that this policy is placed in all literature of the School, including, but not limited to, public notices, student handouts, promotional materials, etc.

The School will maintain records to support this policy as required by Internal Revenue Procedure 75-50.

Article XIII

DOCUMENT RETENTION AND DESTRUCTION POLICY

The Board shall adopt a Document Retention and Destruction Policy in accordance with applicable laws.

Article XIV
NON-PROFIT FUNDRAISING POLICY

Purpose

The Non-Profit Fundraising Policy (the “Fundraising Policy”) of the School, has been established to ensure the Directors and officers honor the intentions of donors and ensure that their intentions are honestly fulfilled. As a part of the annual audit, the independent auditors will review any grant and contribution related correspondence and review financial transactions to ensure that any restrictions imposed were met.

Donor Privacy

All information concerning donors or prospective donors, including their names, addresses, telephone numbers, amount of their gifts and other information shall be kept strictly confidential by the School’s Directors, officers and staff unless permission is obtained from the donor to release such information.

Gifts and donations may be restricted by a donor for use in any specific service area and/or for any stated the School purpose or program, and these requests must be honored.

Solicitations shall be free from undue influence or excessive pressure and shall be respectful of the needs and interests of the donor or prospective donor.

All fundraising solicitations shall include the following:

1. The School does not share, sell, trade or rent donor lists.
2. Include an option for the donor’s gift to remain anonymous.

Acceptance of Gifts

Whereas the School actively solicits gifts and grants to further the goals of the organization, there is the potential for controversy if certain gifts are accepted that could damage the ability for the School to accomplish its goals. The following procedures are adopted as policy:

1. All decisions to solicit and/or accept potentially controversial gifts are to be made by the corporate board of directors, preferably prior to soliciting such gifts.

2. It is recognized that the School cannot generally ascertain whether the value of the gift was generated using commonly accepted ethical and moral standards. Furthermore, the School asserts that its primary responsibility is to use any gifts to further the organizations mission, goals and objectives.

When considering, soliciting and/or accepting gifts that might be potentially controversial, the Board of Directors shall consider the following:

1. Will accepting the gift compromise any core values of the organization?
2. Will accepting the gift further the mission, goals and/or objectives of the organization and the donor?
3. Will there be a perceived conflict of interest for the organization?
4. Is there clear charitable intent and a commitment to serve the community? It is understood that it is usually appropriate for there to be tax incentives, community acceptance and publicity value for donors.
5. Will acceptance of the gift be inconsistent with other fundraising activities and/or gifts?
6. Will the reputation of the donor have a negative effect upon the reputation of the receiving organization?
7. If controversy develops, will it likely be significant enough to undermine the stability of the organization? If so, will there be a sufficient reservoir of community image and goodwill to allow the organization to continue to thrive?
8. Will the nature of the in-kind contribution create problems, such as in advertising or sponsorship?
9. Will the gift encourage or discourage others to give?
10. What will be the net effect on the bottom line?

Outside Parties Fundraising on Behalf of The School

Outside organizations raising money without charge on behalf of the School must be reviewed and approved by the corporate board of directors.

Records

The School shall retain for a period of at least seven (7) years, all records relating to any gift or donation received in accordance with the School's Record Retention and Destruction Policy.

Article XVI
PUBLIC RECORDS POLICY

The Board shall adopt a Public Records Policy in accordance with applicable laws.

Article XVII
WHISTLEBLOWER POLICY

Section 1. Purpose

The Code of Ethics of the School, requires the Directors, officers and staff members to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As staff members and representatives of the School, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations. It also is our responsibility to report violations of the Code of Ethics in accordance with this Whistleblower Policy. No Director, officer or staff member who in good faith reports a violation of the Code shall suffer harassment, retaliation or adverse employment consequence. The Board has adopted this Whistleblower Policy to address the submission by Directors, officers and staff members of complaints, concerns and suspected violations with respect to one or more of the following matters:

1. Questionable accounting, internal accounting controls and auditing matters.
2. Compliance with legal and regulatory requirements.
3. A violation or suspected violation of the School's Code of Ethics.
4. A retaliatory act against a Director, officer or staff member who reports a suspected violation of any of the above matters.

Section 2. Reporting Responsibility

It is the responsibility of all Directors, officers and staff members to comply with the Code of Ethics and to report violations or suspected violations in accordance with this Whistleblower Policy. Under this policy, it is a disciplinary issue for a staff member to know of ethical misconduct and stay silent.

Section 3. No Retaliation

No Director, officer, or staff member who in good faith reports a violation of the Code of Ethics shall suffer harassment, retaliation, or adverse employment consequence. A staff member who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable staff members and others to raise serious concerns within the School prior to seeking resolution outside the organization.

Section 4. Reporting Violations

The Code of Ethics addresses the School's open door policy and suggests that staff members share their questions, concerns, suggestions or complaints with someone who can address them properly. In most cases, a staff member's supervisor is in the best position to address an area of concern. However, if you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Chair or anyone in management with whom you are comfortable approaching. Supervisors and managers are required to report suspected violations of the Code of Conduct to the Compliance Officer as set out in the Employee Handbook adopted by the Board for employees of the School. For suspected fraud, or when you are not satisfied or are uncomfortable with following the School's open door policy, individuals should contact the Compliance Officer directly.

Section 5 Compliance Officer

The Board is responsible for investigating and resolving all reported complaints and allegations concerning violations of the Code of Ethics. The School's Compliance Officer is the Superintendent, or his/her designee. If a director, officer, or staff member thinks it is inappropriate to report a complaint, concern or suspected violation to the Compliance Officer, the complainant should report such matters to the Chair of the Board of Directors.

Section 6 Accounting and Auditing Matters

In the event that a reported concern or complaint involves corporate accounting practices, internal controls or auditing matters, the Compliance Officer shall immediately notify the Board, or any committee of the Board established for these purposes, of the complaint and work with the Board or committee until the matter is resolved. The Board or committee shall address all reported concerns or complaints regarding corporate accounting practices, internal controls or auditing matters.

Section 7 Acting in Good Faith

Anyone filing a complaint concerning a violation or suspected violation of the Code of Ethics must be acting in good faith and have reasonable grounds for believing the information disclosed indicates a violation of the Code. Any allegations that prove not to be substantiated and which prove to have been made maliciously or knowingly false will be viewed as a serious disciplinary offense.

Section 8 Confidentiality

Violations or suspected violations may be submitted on a confidential basis by the complainant or may be submitted anonymously. Reports of violations or suspected violations will be kept confidential to the extent possible, consistent with the need to conduct an adequate investigation.

Section 9 Handling of Reported Violations

The Compliance Officer will notify the complainant and acknowledge receipt of the complaint within five business days. All reports will be promptly investigated and appropriate corrective action will be taken if warranted by the investigation.

Section 10 Acknowledgement and Distribution of Policy

As it is the intent of the School to strive for high ethical conduct from all Directors, officers and staff. The Board of Directors is particularly sensitive to individuals who hold management and governance positions of trust and confidence in fulfilling the mission and goals of the School. These sensitive positions include all officers, members of the Board of Directors, and key senior staff members designated such by the Board. Therefore, each of the above staff will receive a copy of this Policy, and any subsequent updates, and will be requested to acknowledge and sign this Code by July 1st of each year. This acknowledgement will be kept on file in the personnel files of each staff member and in the board files for each board member. This requirement also applies to any employees of a management company hired by the Board and that may be assigned to the School

Section 11 Records

The Compliance Officer shall retain for a period of at least seven (7) years, all records relating to any complaint, concern or suspected violation reported to him/her in accordance with this Whistleblower Policy.

Article XVIII Employee Dismissal and Grievance Procedures

All employees of the School are and shall be at-will employees that may be terminated or whose contracts may be non-renewed for any reason, provided that the decision is not in violation of any applicable law.

The Board of Directors shall ensure that policies are in place regarding employee dismissal and grievance procedures, if needed, and shall assure the same polices are in place at any company with which the Board contracts for the management of a charter school.

Article XIX
Amendment of Bylaws

Subject to the power of the members, if any, of this corporation to adopt, amend, or repeal the bylaws of this corporation and except as may otherwise be specified under provisions of law, these bylaws, or any of the articles of incorporation, may be altered, amended, or repealed and new bylaws adopted by approval of the Board of Directors.

Article XIX
Construction and Terms

If there is any conflict between the provisions of these bylaws and the articles of incorporation, the provisions of the articles of incorporation shall govern.

Should any of the provisions or portions of these bylaws be held unenforceable or invalid for any reason, the remaining provisions and portions of these bylaws shall be unaffected by such holding.

All references in these bylaws to the articles of incorporation shall be to the articles of incorporation, articles of organization, certification of incorporation, organizational charter, corporate charter, or other founding document of this corporation filed with an office of this state and used to establish the legal existence of this corporation.

All references in these bylaws to a section or sections of the Internal Revenue Code shall be to such sections of the Internal Revenue Code of 1986, as amended from time to time, or to corresponding provisions of any future federal tax code.

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Business and Licensing

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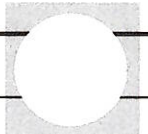
Business Organization Detail

NOTICE: The West Virginia Secretary of State's Office makes every reasonable effort to ensure the accuracy of information. However, we make no representation or warranty as to the correctness or completeness of the information. If information is missing from this page, it is not in the The West Virginia Secretary of State's database.

CLARKSBURG CLASSICAL ACADEMY, INC.

Organization Information								
Org Type	Effective Date	Established Date	Filing Date	Charter	Class	Sec Type	Termination Date	Termination Reason
C Corporation	8/30/2023		8/30/2023	Domestic	Non-Profit			

Organization Information		
Business Purpose	Capital Stock	
Charter County	Harrison	Control Number
Charter State	WV	Excess Acres
At Will Term	Member Managed	
At Will Term Years	Par Value	
Authorized Shares	Young Entrepreneur	No



Addresses

Type	Address
Local Office Address	1636 W. PIKE STREET STE. 690 CLARKSBURG, OH, 26301
Mailing Address	100 E. BROAD STREET STE. 1700 COLUMBUS, OH, 43215 USA
Notice of Process Address	CALLENDER LAW GROUP 100 E. BROAD STREET STE. 1700 COLUMBUS, OH, 43215
Principal Office Address	1636 W. PIKE STREET CLARKSBURG, WV, 26301 USA
Type	Address

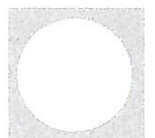
Officers	
Type	Name/Address
Incorporator	JAMIE CALLENDAR 100 E. BROAD STREET STE. 1700 COLUMBUS, OH, 43215
Vice-President	CHRISTOPHER SIGLEY 529 MILFORD ST CLARKSBURG, WV, 26301
Type	Name/Address

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For more information, please contact the Secretary of State's Office at 304-558-8000.

Wednesday, August 30, 2023 — 12:27 PM

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West Virginia Articles of Incorporation

For filling with the West Virginia Secretary of State
a Business for West Virginia Partner
tel: (304) 558-8000

Business Legal Name:
Clarksburg Classical Academy, Inc.

Business Legal Name	Clarksburg Classical Academy, Inc.
Submitted Date	08/30/2023
Registration Type	New Business 2
Registrant Type	A business formed in West Virginia.
Reason for Exemption	The corporation expects to be an accredited educational organization.
Charter Type	Domestic
Class	Non-Profit
Organization Type	Corporation
County	Harrison
WV Effective Date	08/30/2023
Business Legal Purpose	Purpose for which corporation is formed: I. To form, maintain and provide a school exclusively for educational, literary, scientific and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove. Without limiting the above, the corporation's purpose may include, but is not limited to, establishing, creating, operating, and managing a public charter school pursuant to W. V. Code, 18-5G ("West Virginia Charter School Law") and any Regulations adopted thereunder as they now exist or as they may be hereafter amended.
Has Members?	No
Include IRS Non-Profit Statement?	Yes
Primary Business Location	1636 W. Pike Street ste. 690 Clarksburg , OH 26301 Phone #: (614)314-2359 County: Harrison
Tax Return Mailing Address	100 E. Broad Street Ste. 1700 Columbus , OH 43215
Agent of Process	Callender Law Group 100 E. Broad Street Ste. 1700 Columbus , OH 43215
Principal Office	1636 W. Pike Street Clarksburg , WV 26301
Officer Information	Christopher Sigley Title: Vice President 529 Milford St Clarksburg , WV 26301
Incorporator Information	Jamie Callendar 100 E. Broad Street Ste. 1700 Columbus , OH 43215
Source of Business	ALL NEW
Primary Business Class	6111 Elementary and Secondary School 611110 - Elementary and Secondary Schools
Business Activity Public?	No
Offer credit services?	No
Purchase future payments?	No
Are you a scrap metal dealer or recycler?	No
Veteran-Owned organization?	No
Company Website Address	
Would you like to be contacted by a WWSBDC business coach?	No





West Virginia Articles of Incorporation

Business Legal Name:
Clarksburg Classical Academy, Inc.

For filling with the West Virginia Secretary of State
a Business for West Virginia Partner
tel: (304) 558-8000

Would you like to take advantage of the Young Entrepreneurs Act? No



West Virginia Articles of Incorporation

Business Legal Name:
Clarksburg Classical Academy, Inc.

For filing with the West Virginia Secretary of State
a Business for West Virginia Partner
tel: (304) 558-8000

I certify the information provided is true. I further certify that I am duly authorized to file this document on behalf of this organization as required by West Virginia Code. I agree that the electronic entry of my name below represents my signature and authorization for this filing.

Jamie Callendar

Authorized By

INCORPORATOR

Capacity



Unified Business Identifier: UD001875332001
Business Legal Name:
Clarksburg Classical Academy, Inc.

Partners in business for West Virginia
www.business4wv.com

Business Legal Name	Clarksburg Classical Academy, Inc.
Submitted Date	08/30/2023
Registration Type	New Business 2
Registrant Type	A business formed in West Virginia.
Reason for Exemption	The corporation expects to be an accredited educational organization.
Charter Type	Domestic
Class	Non-Profit
Organization Type	Corporation
County	Harrison
WV Effective Date	08/30/2023
Business Legal Purpose	Purpose for which corporation is formed: I. To form, maintain and provide a school exclusively for educational, literary, scientific and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove. Without limiting the above, the corporation's purpose may include, but is not limited to, establishing, creating, operating, and managing a public charter school pursuant to W. V. Code, 18-5G ("West Virginia Charter School Law") and any Regulations adopted thereunder as they now exist or as they may be hereafter amended.
Has Members?	No
Include IRS Non-Profit Statement?	Yes
Primary Business Location	1636 W. Pike Street ste. 690 Clarksburg , OH 26301 Phone #: (614)314-2359 County: Harrison
Tax Return Mailing Address	100 E. Broad Street Ste. 1700 Columbus , OH 43215
Agent of Process	Callender Law Group 100 E. Broad Street Ste. 1700 Columbus , OH 43215
Principal Office	1636 W. Pike Street Clarksburg , WV 26301
Officer Information	Christopher Sigley SSN#: 289700440 Title: Vice President 529 Milford St Clarksburg , WV 26301
Incorporator Information	Jamie Callendar 100 E. Broad Street Ste. 1700 Columbus , OH 43215
Source of Business	ALL NEW
Any of Owners in Business Before?	No
Business Activity Type	Other
Primary Business Class	6111 Elementary and Secondary School 611110 - Elementary and Secondary Schools
Business Activity Public?	No
Secondary Business Class	None





Unified Business Identifier: UD001875332001

Business Legal Name:

Clarksburg Classical Academy, Inc.

Partners in business for West Virginia

www.business4wv.com

Business Activity Description

Purpose for which corporation is formed:

I. To form, maintain and provide a school exclusively for educational, literary, scientific and related teaching services of all kinds that qualifies as an exempt organization under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, and to receive and maintain real or personal property, or both, to use and apply the whole or any part of the income therefrom and the principal thereof exclusively for the purposes set forth hereinabove. Without limiting the above, the corporation's purpose may include, but is not limited to, establishing, creating, operating, and managing a public charter school pursuant to W. V. Code, 18-5G ("West Virginia Charter School Law") and any Regulations adopted thereunder as they now exist or as they may be hereafter amended.

II. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to any Director or Officer of the Corporation, or any member of the Corporation or any other private individual (except that reasonable compensation may be paid for services rendered to or for the Corporation affecting one or more of its purposes), and not Director or Officer of the Corporation or any private individual shall be entitled to share in the distribution of any of the corporate assets on dissolution of the Corporation. No substantial part of the activities of the Corporation shall be carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office.

III. The Corporation shall distribute its income for each taxable year at such time and in such manner as not to become subject to tax on undistributed income imposed by Section 4942 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

IV. The Corporation shall not engage in any act of self-dealing as defined in Section 4941(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

V. The Corporation shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

VI. The Corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

VII. The Corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1986, or corresponding provisions of any subsequent federal tax laws.

VIII. Notwithstanding any other provisions of these Articles of Incorporation, the Corporation shall not conduct or carry on any activities not permitted to be conducted or carried on by an organization exempt from taxation under Section 501(c)(3) of the Internal Revenue Code and its Regulations as they now exist or as they may hereafter be amended, or by an organization, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code and Regulations as they now exist or as they may hereafter be amended.

IX. No substantial part of the of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of any candidate for public office.

X. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the Corporation, dispose of all the assets of the Corporation exclusively for the purposes of the Corporation in such manner, or to such organization or organizations organized and operated exclusively for charitable, education, or scientific purposes as shall at the time qualify as an exempt organization or organizations under Section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provisions of any future United States Internal Revenue law), as the Board of Directors shall determine. Any of such assets not so disposed of shall be disposed by the Court of Common Pleas of the county in which the principal office of the Corporation is then located, exclusively for such purposes, or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purpose.



Unified Business Identifier: UD001875332001

Business Legal Name:

Clarksburg Classical Academy, Inc.

Partners in business for West Virginia

www.business4wv.com

WV/Location Operation Start Date	08/31/2023
WV/Location Annual Gross Income	Over \$20,000
Previous Year Gross Income Over \$4,000?	No
Federal Taxable Year End	June
Corporation a Subsidiary?	No
Sales/Service Location in WV?	No
Special Products	None
Sell beer to licensed distributors?	No
Sell beer to licensed retailers?	No
Sell liquor/wine/beer by the bottle?	No
Sell wine to licensed distributors?	No
Sell wine to licensed retailers?	No
Sell wine products to suppliers?	No
Stamp and sell cigarettes wholesale?	No
Sell other tobacco products wholesale?	No
Sell cigarettes retail?	No
Sell other tobacco products at retail?	No
Sell tax paid motor fuel at retail?	No
Operate as a(n) Refiner	No
Operate as a(n) Supplier	No
Operate as a(n) Permissive Supplier?	No
Operate as a(n) Importer	No
Operate as a(n) Blender	No
Operate as a(n) Exporter	No
Operate as a(n) Terminal Operator	No
Operate as a(n) Transporter	No
Operate as a(n) Distributor	No
Operate as a(n) Producer	No
Operate air/rail/watercraft for freight or passengers?	No
Manufacturer of soft drinks, syrups and/or powders	No
Bottler of soft drinks, syrups and/or powders	No
Wholesaler of soft drinks, syrups and/or powders	No
Purchase soft drinks, syrups and/or powders for resale with the excise tax paid from a manufacturer	No
Purchase soft drinks, syrups and/or powders for resale with the excise tax paid from a wholesaler	No
Purchase soft drinks for resale without the excise tax paid from a bottler or manufacturer	No
Purchase soft drinks for resale without the excise tax paid from a wholesaler	No
Special Activities	None
Behavioral health center or community care service?	No
Provide health care service?	No



Unified Business Identifier: UD001875332001

Business Legal Name:

Clarksburg Classical Academy, Inc.

Partners in business for West Virginia

www.business4wv.com

Economic interest in severing natural resources?	No
Produce or process coal only?	No
Produce or process coal and other natural resources?	No
Produce timber?	No
Produce timber and other natural resources?	No
Provide public utilities?	No
Generate electric power for resale?	No
Operate natural gas storage reservoir?	No
Sell or furnish PSC regulated telecommunications?	No
Operate a collection agency?	No
Make consumer loans?	No
Make supervised loans?	No
Offer credit services?	No
Provide mortgage broker services?	No
Purchase future payments?	No
Operate an employment agency?	No
Conduct telemarketing to WV consumers?	No
Operate as a transient vendor?	No
Use commercial weighing or measuring devices?	No
Make purchase outside WV other than for resale?	Yes
Will business have employees?	No
Address of Payroll Location	Different from Primary Business Location Address (listed below)
Address of Payroll Location	Accel Schools 1750 Tysons Boulevard, Ste. 1300 McLean , VA 22102 Phone: (703)206-6225
Payroll Mailing Address (UC)	Different from Primary Business Location Address and Tax Return Mailing Address (listed below)
Payroll Mailing Address (UC)	Accel Schools 1750 Tysons Boulevard, Ste. 1300 McLean , VA 22102 Phone: (703)206-6225
Are you a scrap metal dealer or recycler?	No
Veteran-Owned organization?	No
Company Website Address	
Would you like to be contacted by a WWSBDC business coach?	No
Would you like to take advantage of the Young Entrepreneurs Act?	No



Unified Business Identifier: UD001875332001

Business Legal Name:

Clarksburg Classical Academy, Inc.

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www.business4wv.com

I certify the information provided is true. I further certify that as an officer of the corporation, a member of the LLC, a partner of the sole proprietor I am duly authorized to file on behalf of this organization. I agree that the electronic entry of my name and capacity below represent my signature and authorization for this filing.

Jonathon I. McGee

Authorized By

Asst Sec

Capacity

**Conflict of Interest and Ethics Policy
for Board Members and Institutional Officers
of the Clarksburg Classical Academy, Inc.**

1. Scope. The following statement of policy applies to each board member, emeritus board member, and officer of the Clarksburg Classical Academy, Inc. (“CCA” or “School”). It is intended to serve as guidance for all persons employed by the institution in positions of significant responsibility including faculty members and administrators. This policy is intended to supplement, but not replace, any applicable federal or state laws governing conflicts of interest or public ethics applicable to the School.

2. General Ethical Behavior

While serving on the Board, each Board member agrees to:

- A. Obey the law and follow and implement the School’s policies;
- B. Not disclose or use, without appropriate authorization, any information acquired in the course of the Director’s duties that is privileged or confidential under the law;
- C. Not speak or act for the Board unless granted proper authority;
- D. Work with the Board to establish, review and revise effective policies;
- E. Delegate authority for administration to School administrators/staff;
- F. Make every effort to attend all Board meetings and to be prepared to participate in the meetings;
- G. Become informed on issues before the Board and relating to Charter Schools and school choice;
- H. Debate matters before the Board, but once voted upon, accept and support the Board’s decision;
- I. Act ethically and in conformance with the School’s mission and goals.; and
- J. Maintain the confidentiality of matters in Executive Sessions.

2. Fiduciary Responsibilities. Members of the board, officers, and employees of CCA serve the public trust and have a clear obligation to fulfill their responsibilities in a manner consistent with this fact. All decisions of the board and officers of the administration and faculty are to be made solely on the basis of a desire to promote the best interests of the institution and the public good. CCA’s integrity must be protected and advanced at all times.

Members of the board are inevitably involved in the affairs of other institutions and organizations. An effective board, administration, and faculty cannot consist of individuals entirely free from at least perceived conflicts of interest. Although most such potential conflicts are and will be deemed to be inconsequential, everyone has the responsibility to ensure that the board is made aware of situations that involve personal, familial, or business relationships that could be troublesome for CCA.

Thus, the board requires each member when elected or re-elected to the board, and each institutional officer, annually (1) to review this policy; (2) to disclose any possible personal, familial, or business relationships that reasonably could give rise to a conflict involving CCA; and, (3) to acknowledge by their signature that they are in accordance with the letter and spirit of this policy.

3. Disclosure. Each board member and officer is required to list on the attached Disclosure Report Form *only those “business” or “substantial benefit” relationships* maintained (or “family members” maintain) with organizations that do business with CCA or otherwise could be construed to potentially affect their independent, unbiased judgment in light of his or her decision-making authority or responsibility. In the event a board member is uncertain as to the appropriateness of listing a particular relationship, the chair of the board of trustees should be consulted. The chair of the board, in turn, may elect to consult with legal counsel, the executive committee, or the board of trustees in executive session. Such information, including information provided on this form, shall be held in confidence except when, after consultation with the board member, the institution’s best interests would be served by disclosure. This Disclosure Report Form shall be provided to the School’s authorizer in accord with W. Va. Code 18-5G-7(b)(C).

The following definitions are provided to help board members decide whether a relationship should be listed on this form:

Business Relationship: One in which a board member, officer, or a member of his or her family, as defined below, serves as an officer, director, employee, partner, trustee, member, owner, or controlling stockholder of an organization that does substantial business with CCA.

Substantial Benefit Relationship: When a board member, officer, or family member (1) is the actual or beneficial owner of more than 5 percent of the voting stock or controlling interest of an organization that does substantial business with CCA, or (2) has other direct or indirect dealings with such an organization which results in direct, indirect, or potential cash and/or property benefits totaling \$10,000 or more annually.

Family Member: a spouse, parent, sibling, child, or anyone who resides in the same household as the board member or officer.

6. Restraint on Participation. CCA Board members or officers who have declared or been found to have a conflict of interest shall refrain from participating in any consideration of proposed transactions involving the identified entity, unless for special reasons the board or administration requests information or interpretation. Persons with conflicts shall not vote nor be present at the time of vote.

7. Documentation. The Minutes of the 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 Board's or committee's decision 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.

8. Excess Benefit Transaction. Internal Revenue Code Section 4958 provides for an excise tax that is imposed on a “disqualified person” who enters into an “excess benefit transaction” with the School. The tax may be imposed on members of management who approve the transaction. A

transaction is an “excess benefit transaction” if the School pays more than fair market value for goods or services.

1. “Disqualified person” includes:
 - a. A person in a position to exercise substantial influence over the affairs of the School at any time during a five year period ending on the date of the transaction;
 - b. A member of the family of a person described in a, above;
 - c. A corporation or other entity in which persons described in a and b, above, have a 35% or greater voting or ownership interest; and
 - d. Any person having a relationship described in a, b, or c above with a company that has contracted to manage the School.

Attachment C – Sample Closure Plan

Sample Action Plan for Charter School Closure¹

IMMEDIATE ACTIONS

ACTION ITEM	RESPONSIBILITY FOR COMPLETING ACTION	COMPLETION DATE ²	STATUS
<p>1 Create "Charter School Closure: Frequently Asked Questions" Document General document from authorizer outlining Authorizing Board's policies, commitment to quality authorizing through supporting the transition of students and staff to new settings, overview of transition steps, general timelines, checklist for parents transitioning to a new school in the next school year and authorizer contact information.</p>	Authorizer Lead	Prior to the authorizing board's vote to close the charter school	
<p>2 Establish Transition Team and Assign Roles A team dedicated to ensuring the smooth transition of students, staff and close down of the school's business populated by authorizer staff in conjunction with board members and staff of the closing charter school.</p> <p>Team to include:</p> <ul style="list-style-type: none"> - Lead person from Authorizer Staff; - Charter School Board chair; - Lead Administrator from the Charter School; - Lead Finance person from the Charter School; - Lead person from the Charter School Faculty; and, - Lead person from the Charter School Parent Organization. 	Authorizer Lead and Charter School Board Chair	Within 24 hours of the authorizing board's vote to close the charter school	
<p>3 Assign Transition Team Action Item Responsibilities Distribute contact information to all transition team members, set calendar for meetings and assign dates for completion of each charter school closure action item.</p>	Authorizer Lead and Charter School Board Chair	Within 48 hours of the authorizing board's vote to close the charter school	
<p>4 Initial Closure Notification Letter: Parents & School Distribute letter to faculty, staff and parents outlining:</p> <ul style="list-style-type: none"> - Closure decision; - Timeline for transition; and - Help Line information. 	Authorizer Lead and Charter School Board Chair	Within 24 hours of the authorizing board's vote to close the charter school	
<p>5 Initial Closure Notification Letter: State & Local Agencies Letter to state education agency as well as local school districts (as necessary by statute or to inform local district for purposes of enrolling students from the closing school) to include:</p> <ul style="list-style-type: none"> - notification materials distributed to parents; - notification materials distributed to faculty and staff; and - authorizing board decision materials, resolution to close school, copy of any termination agreement (if applicable). <p>Copy local public school districts as required by quality practice, state statute and regulation.</p>	Authorizer Lead and Charter School Board Chair	Within 24 hours of the authorizing board's vote to close the charter school	
<p>6 Talking Points Create talking points for parents, faculty, community and press. Focus on communicating plans for orderly transition of students and staff. Distribute to transition team.</p>	Authorizer Lead and Charter School Board Chair	Within 24 hours of the authorizing board's vote to close the charter school	
<p>7 Press Release Create and distribute a press release that includes the following:</p> <ul style="list-style-type: none"> - history of school; - authorizing board closure policies; - reason(s) for school closure; - outline of support for students, parents and staff; and - a press point person for the authorizer and for the school. 	Authorizer Lead and Charter School Board Chair	Within 24 hours of the authorizing board's vote to close the charter school	

8	<p>Continue Current Instruction Continue instruction under current education program per charter contract until end of school calendar for regular school year.</p>	Charter School Administrator Lead	Continuous after the authorizing board's closure vote until end of classes as designated in authorizing board's closure resolution	
9	<p>Terminate Summer Instruction Program Take appropriate action to terminate any summer instruction, such as canceling teaching contracts.</p>	Charter School Board Chair and Administrator Lead	Within 48 hours of the authorizing board's vote to close the charter school	
10	<p>Secure Student Records Ensure all student records are organized, up to date and maintained in a secure location.</p>	Charter School Administrator Lead	Within 24 hours of the authorizing board's vote to close the charter school	
11	<p>Secure Financial Records Ensure all financial records are organized, up to date and maintained in a secure location.</p>	Charter School Financial Lead	Within 24 hours of the authorizing board's vote to close the charter school	
12	<p>Parent Contact Information Create Parent Contact List to include:</p> <ul style="list-style-type: none"> - student name; - address; - telephone; and - email, if possible. <p>Provide a copy of the parent contact information to the authorizer.</p>	Charter School Administrator Lead	Within 24 hours of the authorizing board's vote to close the charter school	
13	<p>Faculty Contact Information Create Faculty Contact List that includes:</p> <ul style="list-style-type: none"> - name; - position; - address; - telephone; and - email. <p>Provide a copy of the list to the authorizer.</p>	Charter School Faculty Lead	Within 24 hours of the authorizing board's vote to close the charter school	
14	<p>Convene Parent Closure Meeting Plan and convene a parent closure meeting.</p> <ul style="list-style-type: none"> - Make copies of "Closure FAQ" document available; - Provide overview of authorizer board closure policy and closure decision; - Provide calendar of important dates for parents; - Provide specific remaining school vacation days and date for end of classes; - Present timeline for transitioning students; - Present timeline for closing down of school operations; and - Provide contact and help line information. 	Authorizer Lead, Charter School Administrator and Charter School Parent Organization Leads	Within 72 hours of the authorizing board's vote to close the charter school	
15	<p>Convene Faculty/Staff Meeting Board Chair to communicate:</p> <ul style="list-style-type: none"> - commitment to continuing coherent school operations throughout closure transition; - plan to assist students and staff by making closing as smooth as possible; - reasons for closure; - timeline for transition details; - compensation and benefits timeline; and - contact information for ongoing questions. <p>Provide the authorizer copies of all materials distributed at the Faculty/Staff Meeting.</p>	Charter School Board Chair, Charter School Administrator Lead and Charter School Faculty Lead	Within 72 hours of the authorizing board's vote to close the charter school	
16	<p>Establish Use of Reserve Funds If school is required to maintain closure reserve funds, identify acceptable use of such funds to support the orderly closure of the school.</p>	Authorizer, Charter School Board Chair and Charter School Financial Lead	Within one week of the authorizing board's vote to close the charter school	

17	<p>Maintenance of Location and Communication</p> <p>Establish if the school will maintain the current facility as its locus of operation for the duration of closing out the school's business, regulatory and legal obligations. In the event the facility is sold or otherwise vacated before concluding the school's affairs, the school must relocate its business records and remaining assets to a location where a responsive and knowledgeable party is available to assist with closure operations. The school must maintain operational telephone service with voice message capability and maintain custody of business records until all business and transactions are completed and legal obligations are satisfied. The school must immediately inform the authorizer if any change in location or contact information occurs.</p>	Charter School Board Chair	Ongoing until closure complete	
18	<p>Insurance</p> <p>The school's assets and any assets in the school that belong to others must be protected against theft, misappropriation and deterioration. The school should:</p> <ul style="list-style-type: none"> - maintain existing insurance coverage until the disposal of such assets under the school closure action plan; - continue existing insurance for the facility, vehicles and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets; - negotiate facility insurance with entities that may take possession of school facility (lenders, mortgagors, bond holders, etc.); - continue or obtain appropriate security services; and - plan to move assets to secure storage after closure of the school facility. <p>If applicable under state statute, the school should maintain existing directors and officers liability (D&O) insurance, if any, until final dissolution of the school.</p>	Charter School Board Chair and Charter School Financial Lead	Ongoing until all business related to closure is completed	

NOTIFICATIONS

ACTION ITEM	RESPONSIBILITY FOR COMPLETING ACTION	COMPLETION DATE ²	STATUS
<p>19 Parent/Guardian Closure Transition Letter Distribute letter with detailed guidance regarding transition plan. Notification should include, but not be limited to:</p> <ul style="list-style-type: none"> - date of the last day of regular instruction; - cancellation of any planned summer school; - notification of mandatory enrollment under state law; - date(s) of any planned school choice fair(s); - listing of the contact and enrollment information for charter, parochial, public and private schools in the area; - information on obtaining student records pursuant to the state Freedom of Information Law before the end of classes; and - contact information for parent/guardian assistance/questions. <p>Provide the authorizer with a copy of the letter.</p>	<p>Charter School Board Chair and Charter School Administrator Lead</p>	<p>Within 10 days of the authorizing board's vote to close the charter school</p>	
<p>20 Staff/Faculty Closure Transition Letter Outline transition plans and timelines for staff, including but not limited to:</p> <ul style="list-style-type: none"> - commitment of school's board to transitioning staff; - commitment to positive transition of children into new educational settings; - any transition to new employment assistance board anticipates providing (such as job fairs); - timelines for compensation and benefits; - timelines for outstanding professional development issues; - COBRA information; - pertinent licensure information; - faculty lead contact information; and - transition team member contact information. <p>Provide the authorizer with a copy of the letter and any accompanying materials.</p>	<p>Charter School Board Chair</p>	<p>Within 10 days of the authorizing board's vote to close the charter school</p>	
<p>21 Agency Notifications The school must satisfy statutory and regulatory obligations to ensure a smooth transition for students. Check requirements under state statute and regulation. Agency notifications may include:</p> <ul style="list-style-type: none"> - state charter school oversight department; - school finance; - grants management; - federal programs office; - state teacher retirement system; - non-instructional staff retirement system; - local school district superintendent(s); - state auditor/comptroller/budget office (depending on revenue flow); - assessment and testing; - data reporting (student information); - child nutrition; and - transportation. 	<p>Authorizer Lead and Charter School Board Chair</p>	<p>Within 10 days of the authorizing board's vote to close the charter school</p>	

22	<p>Union Notification Pursuant to any Collective Bargaining Agreement If applicable, the school should contact legal counsel and work with them to notify any unions of termination of collective bargaining agreements (CBAs) and the pending cessation of instruction, pursuant to the notice requirements set forth in any existing CBA or notice requirements of applicable federal, state and local law. The school should:</p> <ul style="list-style-type: none"> - consult with legal counsel with respect to notice requirements for terminating the CBA and the legal implications with respect to termination of CBAs and the termination of employees connected to the CBAs; - provide a copy of the latest CBA to the authorizer; - provide a copy of the notice to the authorizer; and - keep the authorizer informed of the implications, penalties and damages in connection with any termination of a CBA and ongoing discussions and negotiations with the union in connection with termination. 	Charter School Board Chair	Within one week of the authorizing board's vote to close the charter school	
23	<p>Notification of Employees and Benefit Providers The school should establish an employee termination date and:</p> <ul style="list-style-type: none"> - notify all employees of termination of employment and/or contracts; - notify benefit providers of pending termination of all employees; - notify employees and providers of termination of all benefit programs; - terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e., COBRA), including: <ul style="list-style-type: none"> - health care/health insurance; - life insurance; - dental plans; - eyeglass plans; - cafeteria plans; - 401(k) retirement plans; and - pension plans. <p>Specific rules and regulations may apply to such programs, especially teachers' retirement plans, so legal counsel should be consulted.</p> <p>Provide the authorizer copies of all materials.</p>	Charter School Board Chair and Charter School Financial Lead	Within 45 days of the authorizing board's vote to close the charter school	
24	<p>Notification of Management Company/Organization and Termination of Contract The school must:</p> <ul style="list-style-type: none"> - notify management company/organization of termination of education program by the school's board, providing the last day of classes and absence of summer programs; - provide notice of non-renewal in accordance with management contract; - request final invoice and accounting to include accounting of retained school funds and grant fund status; and - provide notice that the management company/organization should remove any property lent to the school after the end of classes and request a receipt of such property. <p>Provide a copy of this notification to the authorizer.</p>	Charter School Board Chair	Within three weeks of the authorizing board's vote to close the charter school	
25	<p>Notification of Contractors Agreement The school must formulate a list of all contractors with contracts in effect and:</p> <ul style="list-style-type: none"> - notify them regarding school closure and cessation of operations; - instruct contractors to make arrangements to remove any contractor property from the school by a certain date (copying machines, water coolers, other rented property); - retain records of past contracts as proof of full payment; and - maintain telephone, gas, electric, water and insurance (including Directors and Officers liability insurance) long enough to cover the time period required for all necessary closure procedures to be complete. <p>Provide the authorizer written notice of such notification.</p>	Charter School Financial Lead	Within three weeks of the authorizing board's vote to close the charter school	

26	<p>Notification to Creditors Solicit from each creditor a final accounting of the school's accrued and unpaid debt. Compare the figures provided with the school's calculation of the debt and reconcile.</p> <p>Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.</p> <p>Provide the authorizer a written summary of this activity.</p>	Charter School Financial Lead	Within one month of the authorizing board's vote to close the charter school	
27	<p>Notification to Debtors Contact all debtors and demand payment. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.</p> <p>Provide the authorizer a written summary of this activity.</p>	Charter School Financial Lead	Within one month of the authorizing board's vote to close the charter school	

RECORDS

ACTION ITEM	RESPONSIBILITY FOR COMPLETING ACTION	COMPLETION DATE ²	STATUS
<p>28</p> <p><u>Disposition of Records</u> If the school's board has a records retention policy, or if records retention in charters is governed by state law, follow the appropriate policy and/or law.</p> <p>In all cases, the school board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> - loans, bonds, mortgages and other financing; - contracts; - leases; - assets and asset sales; - grants (records relating to federal grants must be kept in accordance with 34 CFR 8042.) - governance (minutes, by-laws, policies); - employees (background checks, personnel files); - accounting/audit, taxes and tax status; - employee benefit programs and benefits; and - any items provided for in the closure action plan. <p>If the school does not have a records retention policy, and no state law governs records retention in charter schools, or if the school's board abdicates responsibility for records, authorizers that seek to take possession of personnel, non-student and non-personnel records should consult legal counsel about liabilities.</p>	<p>Charter School Board Chair</p>	<p>Within two months of the end of classes and ongoing</p>	
<p>29</p> <p><u>Final Report Cards and Student Records Notice</u> The school must ensure that:</p> <ul style="list-style-type: none"> - all student records and report cards are complete and up to date; - parents/guardians are provided with copies of final report cards and notice of where student records will be sent (with specific contact information); and - parents/ guardians receive a reminder letter or post card reminding them of the opportunity to access student records under Freedom of Information law. <p>Provide the authorizer with a copy of the notice.</p>	<p>Charter School Administrative and Faculty Lead</p>	<p>One week after the end of classes</p>	
<p>30</p> <p><u>Transfer of Student Records</u> As required by state statute, the school must transfer all student records to students' new schools, a state agency or another entity. Student records to include:</p> <ul style="list-style-type: none"> - grades and any evaluation; - all materials associated with Individual Education Plans; - immunization records; and - parent/guardian information. <p>The school must contact the relevant districts of residence for students and notify districts of how (and when) records—including special education records—will be transferred. In addition, the school must create a master list of all records to be transferred and state their destination(s).</p>	<p>Charter School Administrative Lead, Charter School Faculty Lead and Charter School Parent Organization Lead</p>	<p>Within one month after the end of classes</p>	
<p>31</p> <p><u>Documenting Transfer of Records</u> Written documentation of the transfer of records must accompany the transfer of all student materials. The written verification must include:</p> <ul style="list-style-type: none"> - the number of general education records transferred; - the number of special education records transferred; - the date of transfer; - the signature and printed name of the charter school representative releasing the records; and - the signature and printed name of the district (or other entity) recipient(s) of the records. <p>Provide copies of all materials documenting the transfer of student records to the authorizer.</p>	<p>Charter School Board Chair and Charter School Administrative Lead</p>	<p>Within one month of the end of classes</p>	

32	<p>Transfer of Testing Materials The school must determine state requirements regarding disposition of state assessment materials stored at the school and return as required. Provide authorizer with letter outlining transference of testing materials.</p>	Charter School Administrative Lead	One week after the end of classes	
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FINANCIAL

ACTION ITEM	RESPONSIBILITY FOR COMPLETING ACTION	COMPLETION DATE ²	STATUS
<p>33 U.S. Dept. of Education Filings File Federal form 269 or 269a if the school was receiving funds directly from the United States Department of Education. See 34 CFR 80.41.</p>	Charter School Financial Lead	One week after the end of classes	
<p>34 IRS Status If the school has 501(c)(3) status, it must take steps to maintain that status including, but not limited to, the following: – notification to IRS regarding any address change of the School Corporation; and – filing of required tax returns or reports (e.g., IRS form 990 and Schedule A). If the school corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status, and provide a copy to the authorizer.</p>	Charter School Board Chair and Charter School Financial Lead	Date to be determined depending on 501(c)(3) status	
<p>35 UCC Search If required under state statute, the school should perform a Uniform Commercial Code (UCC) search to determine if there are any perfected security interests and to what assets security interests are attached. Provide a copy of the search to the authorizer.</p>	Financial Lead	Within 30 days of the authorizing board's vote to close the charter school	
<p>36 Audit The school must establish a date by which to complete a final close out audit by an independent firm or state auditor as determined by statute. Provide a copy of the final audit to the authorizer.</p>	Charter School Board Chair and Charter School Financial Lead	Within 120 days of the end of classes	
<p>37 Vendors The school must: – create vendor list; and – notify vendors of closure and cancel or non-renew agreements as appropriate. Provide the authorizer with a copy of all documents.</p>	Charter School Financial Lead	Within 45 days of the authorizing board's vote to close the charter school	
<p>38 Inventory The school must: – create a fixed asset list segregating state and federal dollars; – note source codes for funds and price for each purchase; and, – establish fair market value, initial and amortized for all fixed assets. Provide the authorizer with a copy of all documents.</p>	Charter School Financial Lead	Within 45 days of the authorizing board's vote to close the charter school	
<p>39 Disposition of Property Check with the state department of education regarding proper procedures for the disposition of property purchased with federal funds.</p>	Authorizer and Charter School Financial Lead	Within 45 days of the authorizing board's vote to close the charter school	
<p>40 Disposition of Inventory Establish a disposition plan (e.g., auction), and establish a payment process (e.g., cash, checks, credit cards) for any remaining items. Provide the authorizer with a copy of all documents.</p>	Charter School Financial Lead	Within 45 days of the authorizing board's vote to close the charter school	

41	<p>Property Purchased with Public Charter School Program (PCSP) Funds Establish under state or individual school agreements required disposition of property purchased with PCSP funds. Generally, property purchased with PCSP funds must first be offered to other charter schools within the same region in which the closing school is located, with requisite board resolutions consistent with the purpose of the PCSP. If no schools want the property, an auction must be held to dispose of the PCSP assets. The school must:</p> <ul style="list-style-type: none"> – ensure public notice of the auction is made widely; – price items at fair market value, as determined from inventory and fixed assets policy; and – determine with the state education department how to return funds if any remain. <p>Provide the authorizer board resolutions and minutes of any transfer of assets with a dollar value of zero (0) to another school.</p>	Charter School Financial Lead	Within 60 days of the end of classes	
42	<p>Disposition of Real Property (i.e., Facilities) Determine state requirements for real property acquired from a public school district to determine right of first offer and other applicable requirements for disposition.</p>	Charter School Financial Lead	Within 45 days of the authorizing board's vote to close the charter school	
43	<p>Payment of Funds The school should work with the authorizer to prioritize payment strategy considering state and local requirements. Using available revenue and any funds from auction proceeds, pay the following entities:</p> <ul style="list-style-type: none"> – retirement systems; – teachers and staff; – employment taxes and federal taxes; – audit preparation; – private creditors; – overpayments from state/district; and – other as identified by authorizer. <p>Provide the authorizer with a copy of all materials associated with this action.</p>	Authorizer and Charter School Financial Lead	Plan complete within 45 days of the authorizing board's vote to close the charter school and ongoing activity until completed	
44	<p>Expenditure Reporting Ensure that Federal Expenditure Reports (FER) and the Annual Performance Report (APR) are completed.</p> <p>Provide the authorizer a copy of all materials.</p>	Charter School Financial Lead	Within 45 days of the end of classes	
45	<p>Itemized Financials Review, prepare and make available:</p> <ul style="list-style-type: none"> – fiscal year-end financial statements; – cash analysis; – list of compiled bank statements for the year; – list of investments; – list of payables (and determinations of when a check used to pay the liability will clear the bank); – list of all unused checks; – list of petty cash; and – list of bank accounts. <p>Additionally, collect and void all unused checks as well as close accounts once transactions have cleared.</p>	Charter School Financial Lead	Within 30 days of the end of classes	
46	<p>Payroll Reports The school must generate a list of all payroll reports including taxes, retirement or adjustments on employee contracts.</p> <p>Provide the authorizer with copies of all materials.</p>	Charter School Financial Lead	Within 30 days of the end of classes	

47	<p><u>List of Creditors and Debtors</u> Formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. The list should include:</p> <ul style="list-style-type: none"> - contractors to whom the school owes payment; - lenders; - mortgage holders; - bond holders; - equipment suppliers; - secured and unsecured creditors; - persons or organizations who owe the school fees or credits; - lessees or sub-lessees of the school; and - any person or organization holding property of the school. 	Charter School Financial Lead	Within three weeks of the authorizing board's vote to close the charter school	
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ENDNOTES

1. NACSA thanks the State University of New York's Charter Schools Institute and the Thomas B. Fordham Foundation for contributing to the development of this model Action Plan for Charter School Closure. For more information on charter school closure, refer to *Accountability in Action: A Comprehensive Guide to Charter School Closure* available at http://www.qualitycharters.org/images/stories/publications/2010_NACSA_Closure_Guide.pdf.

2. Suggested completion timeframes are based on lessons shared from authorizers experienced with school closure. Authorizers consulting this document are encouraged to modify timeframes based on statute, regulation, and local considerations.

Attachment D – Staff Handbook

DRAFT - To be revised

Effective August 1, 2023

**DISCLAIMER OF EXPRESS OR IMPLIED CONTRACT OF
EMPLOYMENT**

THIS EMPLOYEE HANDBOOK IS PROVIDED AS A GUIDE AND DOES NOT CREATE EITHER AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OF ANY SPECIFIC DURATION.

I UNDERSTAND THAT EMPLOYMENT AT-WILL MEANS THAT EITHER THE COMPANY OR I HAVE THE RIGHT TO TERMINATE MY EMPLOYMENT AT ANY TIME AND FOR ANY REASON. **ONLY AN OFFICER OF THE COMPANY OR THAT PERSON'S AUTHORIZED REPRESENTATIVE HAS THE AUTHORITY TO ENTER INTO AN EMPLOYMENT AGREEMENT THAT ALTERS THE FACT THAT EMPLOYMENT WITH THE COMPANY IS AT-WILL, AND ANY SUCH AGREEMENT MUST BE IN WRITING SIGNED BY THE OFFICER OF THE COMPANY OR THEIR AUTHORIZED REPRESENTATIVE.**

Employee Signature

Print Name

Date

(Note: This page is to remain in the Employee Handbook.)

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WELCOME

Welcome to ACCEL Schools! As a new employee, you are joining our talented team of professionals who all share a passion for empowering children by providing them with a world-class education. Each staff member is a valued member of our team. Our organization is more than just a place to work; it is a place where your talents and skills can improve children's lives and our society. We want you to help make our mission a reality.

At ACCEL Schools ("the Company" or "School"), every position is important. We are committed to teamwork, cooperation, innovation and quality service. Your commitment to those values is critical for our mutual success. It is a place where we all share the same passion for education, staffed with colleagues with whom you can share your successes and challenges. We celebrate success and embrace challenges. No obstacle is too large to be overcome if it stands in the way of allowing us to help a child.

The success of this School rests solely with our employees. Your talent, dedication and integrity are essential to our success. ACCEL Schools has four values that stand above the rest: innovation, integrity, commitment to the mission, and quality service. We expect that every employee will live these values and incorporate them into every interaction, both internally and externally.

In becoming a part of the ACCEL Schools' team, we expect you to display a commitment to our high standards and to demonstrate a professional demeanor that will make all of us proud of you, our team and our Company. This handbook was prepared to make you aware of what you can expect from ACCEL Schools – and what ACCEL Schools will expect from you. It is not meant to cover everything, so please feel free to ask questions. Your supervisor or someone in Human Resources (HR@accelschools.com) will be happy to talk with you.

Please read this handbook and keep it for future reference. If changes are made because of general economic conditions or conditions in our industry, you will be provided with updated information.

Once again, we welcome you to the team!

Sincerely,

Ron and Maria

INTRODUCTION

INTRODUCTION TO HANDBOOK

This Handbook was developed to provide you with guidelines to our Company policies and to outline programs and benefits available to you. You should familiarize yourself with the contents as soon as possible so you will know what is expected of you and what you can expect from our organization.

This Employee Handbook replaces all previous ACCEL Schools' handbooks, policies and memoranda. Failure to follow any of the policies in this handbook may result in disciplinary action, up to and including, termination of employment.

You should have already signed an Employment Agreement outlining your employment relationship with the Company. Contact your supervisor or a payroll or human resource specialist if you have any questions.

This handbook may apply to employees working in a state with greater or different rights. Employees will receive a state-specific supplement to the Employee Handbook that provides information and policies applicable to employees working in that state. The Company complies with applicable state and local laws.

Nothing in this handbook or in any other document or policy is intended to violate any local, state or federal law. Nothing in this handbook is intended to limit any concerted activities by employees relating to their wages, hours or working conditions, or any other conduct protected by Section 7 of the National Labor Relations Act. Furthermore, nothing in this handbook prohibits an employee from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any laws.

We hope that your experience with us will be challenging, enjoyable and rewarding. Again, welcome!

EMPLOYMENT

AT-WILL EMPLOYMENT

Your employment with ACCEL Schools (“The Company”) is at-will, which means that you or the Company may terminate your employment at any time for any reason unless a written employment agreement exists with the Company that provides otherwise.

The Company has the right to transfer, demote, terminate, or otherwise discipline an employee at any time for any lawful reason. For an employment agreement with the Company to be considered valid, it must be signed by an officer of the Company or a designated representative.

This handbook is not a contract guaranteeing employment for any specific duration. As provided in the Handbook Acknowledgement, nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook replaces any and all prior handbooks, written policies that contradict a provision in this handbook, written documents by the Company (with the exception of authorized and signed employment agreements), and oral or implied representations that might otherwise contradict the provisions of this Handbook and/or the at-will nature of your employment.

No statement or promise by a supervisor or School Leader, past or present, may be interpreted as a change in policy, nor will it constitute an agreement with an employee. **Only an Officer of the Company or that person’s authorized representative has the authority to enter into an employment agreement that alters the fact that employment with the Company is at-will, and any such agreement must be in writing signed by the Officer of the Company or their authorized representative.**

EQUAL EMPLOYMENT OPPORTUNITY

ACCEL Schools provides equal employment opportunities to all employees and applicants in all Company and school facilities without regard to race, color, religious creed, sex (including pregnancy, lactation, childbirth, and related medical conditions), national origin, ancestry, citizenship status, physical disability, mental and/or intellectual disability, age, military or veteran status, gender, gender identity, sexual orientation, transgender status, or genetic information in accordance with applicable federal, state and local laws. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, compensation and training.

Any individual who believes that they or another individual has been subjected to discrimination in violation of this policy should report it pursuant to the *Anti-Harassment* policy in this handbook.

If the Company determines this policy has been violated, appropriate disciplinary action, up to and including termination of employment, will be taken. Retaliation is prohibited against any person by another employee or by the Company for using this complaint procedure, reporting proscribed discrimination or for filing, testifying, assisting or participating in any manner in any investigation, proceeding or hearing conducted by a governmental enforcement agency. An individual should report any retaliation prohibited by this policy pursuant to the *Anti-Harassment* policy below. If a complaint of retaliation is substantiated, appropriate disciplinary action, up to and including termination of employment, will be taken.

CHANGE IN POLICY

Except for the policy of at-will employment, the Company may change, revoke or supplement the policies in this handbook at any time without notice. The Company will determine the effective date of any changes and every effort will be made to notify you in advance. However, failure to give advance notice will not void any policy's application in the workplace. All such revisions, deletions, or additions must be in writing. No oral statements or representations can change the provisions of this handbook.

The current version of all company policies will be readily available to all (currently active) employees in an electronic and/or hard copy format.

Supervisors do not have the authority to change the policies in this handbook on their own. If you are uncertain about any policy or procedure, contact your supervisor or Human Resources for clarification.

CONFLICTS OF INTEREST

All employees must conduct themselves in such a way as to avoid actual or potential conflicts of interest. The following are examples of prohibited conflicts of interest in any aspect of their jobs:

- Acting as a director, officer, consultant, agent or employee of a supplier, customer, competitor or any entity that engages in business with the Company;
- Owning a material interest in or being a creditor of or having other financial interest in a supplier, customer, competitor or any entity that engages in business with the Company;
- Receiving from or giving to any supplier, customer or competitor gifts, gratuities, special allowances, discounts or other advantages not generally available to employees of the Company;

- Having any significant direct or indirect personal interest in a business transaction involving the Company;
- Conducting outside activities that materially detract from or interfere with the full and timely performance of an employee's job duties for the Company;
- Influencing commercial transactions involving purchases, contracts or leases in a way that would have a negative impact on the Company or its business.

If you find that you have, or are considering the assumption of, a financial interest, outside employment relationship, or any other activity that might involve a conflict of interest, or if you are in doubt of whether any conduct or activity may constitute a conflict of interest, you must promptly discuss the matter with Human Resources, which can be contacted at HR@accelschools.com and refrain from exercising responsibility on the Company's behalf in any manner that might reasonably be considered to be a conflict of interest or affected by any adverse interest. If the matter is deemed to be a conflict of interest, the affected employee shall withdraw him or herself from the matter. Failure to disclose a conflict or potential conflict of interest may lead to disciplinary action up to and including termination of employment.

This policy in no way prohibits employee affiliations or activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to organize collectively and to speak with others about their terms and conditions of employment.

OUTSIDE EMPLOYMENT

The Company recognizes that some employees may need or want to hold additional jobs outside their employment with the Company. Employees may be permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns. Employees must consult their supervisors or managers for review and approval of outside employment prior to beginning outside employment.

The following rules for outside employment apply to all employees:

- Outside employment must not compete with or adversely affect job performance and the ability to fulfill all job duties and responsibilities.
- Employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside employment activity causes or contributes to job-related problems at the Company, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).

- Employees are prohibited from using Company property or facilities to perform work for an outside employer unless authorized in advance by a supervisor.
- Employees may not solicit or conduct any outside business during the employee's working time for the Company.

In evaluating the effect that outside employment may have on an employee's job performance and other job-related responsibilities, the Employee's supervisor and the human resource department will consider, by way of example, whether the proposed employment:

- May reduce the employees' efficiency in performing their job duties for the Company.
- Involves working for an organization that does a significant amount of business with the Company, such as major contractors, suppliers, and schools.
- Involves working for an organization that provides competing services.
- Additional factors as determined in the discretion of the Company.

Employees who have accepted outside employment may not use Company-provided Paid Time Off (PTO) or sick time to perform work on the outside job. Fraudulent use of the Company's sick leave or PTO or an employee's refusal to discontinue outside employment after being requested to do so by the employee's supervisor or the human resource department will result in disciplinary action up to and including termination of employment.

For the purposes of this policy, self-employment is considered outside employment.

The Company will not assume any responsibility for employees outside employment. Specifically, ACCEL Schools will not provide workers' compensation coverage or any other benefit for injuries occurring from, or arising out of, such outside employment.

ACCOMMODATION OF DISABILITIES

To comply with applicable laws ensuring equal employment opportunities for individuals with disabilities, ACCEL Schools will make reasonable accommodations for the known physical or mental limitations of an otherwise qualified individual with a disability who is an applicant or an employee unless it creates an undue hardship for the Company and/or a direct threat to the health and/or safety of the individual or others would result. A reasonable accommodation may include changes in the work environment or in the way a job is performed, so a person with a disability may enjoy equal employment opportunities.

Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases,

this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law. Under this policy, if you are pregnant and request a reasonable accommodation for the duration of or any part of your pregnancy, we will explore all possible means of providing the reasonable accommodation.

Accommodations depend upon the employee's job qualifications and the specific facts and circumstances of each individual situation.

Please inform your supervisor if you require a reasonable accommodation so the Company can have an interactive discussion with you. Human Resources will work with you to determine if there is a need for an adjustment or change at work to accommodate your disability.

RELIGIOUS ACCOMMODATION

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention

of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

PERSONNEL FILES

The Company maintains a personnel file on each employee. Employees will be provided access to their personnel files in accordance with applicable state law.

To ensure that your personnel file is up-to-date at all times, use the Company's Human Resource Information System, UltiPro® (<https://e42.ultipro.com>) for entering changes in your name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, scholastic achievements, or emergency contacts.

BACKGROUND CHECKS

The Company recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

INTRODUCTORY PERIOD

All employees will undergo an introductory period of employment. The introductory period shall consist of the first one hundred twenty (120) days of employment or ninety (90) days following transfer or promotion within the organization. The introductory period is a period of adjustment and adaptation, both personally and in terms of learning the job requirements and work rules. The Company may extend the introductory period if it desires. The employee will be notified, either verbally and/or in-writing if this period is extended.

The completion of the introductory period does not guarantee employment for any period of time thereafter, does not require that you will only be discharged for cause, and does not preclude the ACCEL Schools from further evaluating your work performance throughout your

time with the ACCEL Schools. Further, either the employee or the ACCEL Schools may end the employment relationship at will at any time during or after the introductory period.

It is expected that an employee must actively be at work during the Introductory Period except with written management approval or unless out on protected absence such as, for example, as a reasonable accommodation for a disability, or paid sick or safe leave under a mandatory paid sick or safe leave law. Extended absences during the Introductory Period may result in extension of the Introductory Period.

The Company reserves the right to conduct a formal performance review at the end of the introductory period, but does not guarantee this will occur.

RELOCATION POLICY

As a remote friendly workplace, the Company strives to provide a flexible working environment, but is also required to follow all applicable state and local laws. Therefore, any change in work location from an employee's work location recorded with the Company in excess of 30 days requires the employee and their manager to follow the policy and procedures below to ensure compliance with tax, benefits, safety, information security, and legal issues.

This policy applies to all employees regardless of whether working in a physical Company space or in a remote location.

Eligibility

- Employees must have had 12-months continuous employment with the Company before a request will be considered (with the exception of relocations initiated by the Company as part of a new hire or business need).
- Performance issues may disqualify an employee from consideration for relocation requests. Whether a performance issue will disqualify an Employee from consideration for relocation is determined in the discretion of the Company.
- Employees are limited to one relocation request per year.
- No international relocations will be granted due to tax, data security, and labor law compliance issues.

Definitions

Relocation. Relocation, as used in this Policy, is any changes in work location – whether a physical or remote work location – that will last longer than 30 days.

Responsibilities

- Employee must submit a relocation request in writing to Human Resources at HR@accelschools.com at least 45-days prior to the date the employee would like the permanent relocation to take effect.
- If an employee relocates prior to receiving notification of formal written clearance from Human Resources for the relocation, they do so at their own risk. Relocation without prior approval and to a location the Company decides not to approve may result in termination of employment. In addition, while the decision is being made, the employee must use PTO time or take unpaid leave until formal approval is received. Approval is not guaranteed.
- The employee must cooperate with the Company in completing any necessary documents concerning the relocation (e.g. tax documents). Employee may also be required to sign any or all of the following documents: a new offer letter, Remote Work Agreement, Confidentiality/IP/Non-Compete Agreement, Arbitration Agreement, and additional documents required by the Company or law due to a change in work location.
- No relocation allowance and/or moving & packing allowance will be provided for employee-requested relocations.
- Employee's Direct Supervisor must review the relocation request, and all relevant client contracts and scopes of work to determine whether client contract or other requirements restrict the employee from performing work in the relocation city sought. The manager must submit the relocation request to Human Resources 40 days prior to the date the employee would like the relocation to be effective.
- Human Resources must confirm client contract compliance and evaluate the request against business needs, including tax, payroll, wage, benefits, geographical considerations, reasonable commute, and legal implications. If supportive, Human Resources will forward the request with approval to direct supervisor a minimum of 30 days prior to the effective date of the request. Only Human Resources in consultation with direct supervisor may approve relocation to a province or state in which the Company is not currently conducting business.
- Human Resources is responsible for confirming relocation eligibility and forwarding the relocation details and relevant documents to the following departments:
 - Legal to review location-specific needs for legal compliance;
 - direct supervisor to review whether compensation or benefits adjustments should be made, including salary increases or decreases, remote work reimbursement/stipend requirements, or changes to benefits eligibility;

- Payroll to review for any federal, state, provincial, and/or local tax adjustments;
 - IT for network security adjustments; and
 - any other stakeholders identified.
- Human Resources is responsible for coordinating the collection of any additional information requested and communicating back to the employee's manager and the employee any conditions of relocation and/or approval a minimum of seven (7) days prior to the date the Employee would like the relocation to be effective.
 - Formal approval of relocation is not guaranteed even if the Employee has already relocated.
 - Enforcement
 - If an employee relocates prior to receiving notification of formal clearance by all Company departments needed for the relocation, they do so at their own risk. The employee must use PTO time or take unpaid leave until formal approval is received, but approval is not guaranteed.
 - Employees who violate this policy are subject to disciplinary action up to and including termination of employment.

SEPARATION FROM EMPLOYMENT

Employees of ACCEL Schools are employed on an at-will basis. This means that employment may be terminated by either party at any time, with or without cause or notice. Nothing in this policy is intended to limit or alter the at-will nature of your employment.

In the case that an employee chooses to resign and the employee has a written employment agreement, the employee should consult the terms of the employee's employment agreement. Resignations should be provided in writing and given to your School Leader, or as otherwise provided in your written employment agreement, if any.

It is expected that teachers and intervention specialists provide a minimum of 30 calendar days' notice and others provide a minimum of 14 calendar days' notice of resignation.

The School reserves the right to accept the resignation immediately upon notice, or based upon the individual circumstances, the School may elect to allow the employee to work out their notice. Employees must actively be at work during a notice period except with written management approval or unless approved in writing by management or Human Resources. Paid Time Off (PTO) cannot be used or donated during this notice period unless such time off is protected under applicable law (e.g. an applicable mandatory paid sick or safe leave law).

Once notice of resignation is received by the School Leader, it cannot be withdrawn except with the written agreement of the School Leader, even if such attempt to withdraw is during the notice work out period. Some employees who have written employment agreements may have additional conditions and/or limitations regarding resignation from employment. For additional information regarding any additional conditions and/or limitations regarding resignation from employment see your employment agreement, if any.

Employees who have written employment agreements and fail to follow any additional restrictions or conditions within their employment agreement may be in breach of their employment agreement, if applicable, and/or state law.

End of Employment Term / End of School Year Procedure

Each employee must return any Company materials, equipment or supplies received during the course of employment prior to the employee's final work day or at an earlier time as requested by the Company. Equipment, grade books, lesson plan books, student records and files, Company or School manuals, computers, cell phones, keycards, security badges, building keys, and all Company and School materials must be given to the supervisor prior to termination of employment.

For staff terminating employment at the end of the school year or any other time, your responsibilities also include but are not limited to the following: completing a textbook inventory; inspecting all issued textbooks for damage; assigning responsibility for damage to school property to specific students; compiling a list of necessary room repairs; updating student cumulative records; thorough cleaning of classroom furniture and student lockers; and completion of classroom inventory of equipment, furniture and teaching materials. Grade books, lesson plan books, student records and files, Company and school manuals, and all Company and school materials must be given to your supervisor upon the ending of employment.

Job Abandonment

If you are absent from work for three (3) consecutive workdays without notifying the Company of the absence, you will be considered as having voluntarily resigned as a result of job abandonment.

Exit Interviews

The School Leader and/or human resources will generally schedule exit interviews or provide an exit survey around the time of employment termination. Topics of discussion may include reasons for leaving as well as impressions about the School and/or Company. During the exit interview, employees can provide insights into areas for improving their specific position held, the School and/or the Company.

Technology & Access Control

Once notice is given, the company reserves the right to limit or disable access to specific or all systems. Once employment has been terminated, all accounts will be disabled. Incoming email may be redirected to a current employee's inbox.

Return of Company Property

Any property issued to you by the Company such as software, computer equipment, databases, files, cell phone, pager, keys, parking passes, credit card(s) or any other equipment, records or materials must be returned at the time of termination, including anything containing Confidential information (as defined in the *Confidential Company Information* policy in this handbook). You may not keep copies of the property, records or materials in any media form and the Executive Team may also take all action deemed appropriate to recover or protect its property and information. You will be responsible for the cost or replacement of any lost or damaged items. Employees are authorized to retain payroll and benefit records provided to them concerning their compensation and benefits as an employee. Upon request, an employee must provide the Company reasonable means to access and verify that no Confidential Information or other Company property has been retained by the employee on personal computers, cell phones, email or cloud storage accounts, or in any other place that is subject to the employee's ownership or control. However, if an employee/former employee maintains such information on personal equipment, the employee is obligated to provide the Company with a list of this information no later than 3 days following the employee's last day of employment with the Company. We may also take all action deemed appropriate to recover or protect Company property.

EMPLOYMENT VERIFICATION

So that ACCEL Schools can handle requests for job references in a consistent, fair and lawful manner, all requests for employment verification on behalf of ACCEL Schools for current or former employees should be referred to Human Resources at 888-990-4226 or HR@accelschools.com. Human Resources will only release your last title and dates of employment, unless the request for additional information is authorized in writing.

EMPLOYEE CONDUCT

ANTI-HARASSMENT

ACCEL Schools is committed to providing a workplace that is free of prohibited harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against any applicant or employees based on any legally-recognized status, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, citizenship status, uniformed servicemember status or any other status protected by federal, state or local law.

This policy applies to all persons involved in the Company's operations, regardless of their position, and prohibits harassing conduct by any employee or other person involved in our operations, including but not limited to, supervisors, managers and nonsupervisory employees. This policy also protects employees from prohibited harassment by third parties, such as customers, vendors, clients, visitors, students, parents, or temporary or seasonal workers. If such harassment occurs in the workplace by someone not employed by the Company or School, the procedures in this policy should be followed.

The workplace includes: actual company worksites, interactions in a setting with other employees, vendors, contractors, or others involved in the business of the company in which work-related business is being conducted (whether during or after normal business hours), online and electronic interactions with company employees and third parties involved in our operations, company-sponsored events, or company owned/controlled property. The workplace includes a person's remote work location if any individual involved in the alleged harassment is a Company employee, vendor, contractor, or other individual involved in the business of the Company.

The Company prohibits unlawful harassment, sexual harassment and retaliation, as well as such conduct that does not rise to the level of being unlawful. This policy is not designed or intended to limit the Company's authority to discipline or take remedial action for workplace conduct that the Company deems unacceptable, regardless of whether that conduct satisfies the definition of unlawful harassment, sexual harassment or retaliation.

Sexual Harassment Defined

Sexual harassment includes unwanted sexual advances, requests for sexual favors or visual, verbal or physical conduct of a sexual nature when:

- Submission to such conduct is made a term or condition of employment; or
- Submission to, or rejection of, such conduct is used as a basis for employment decisions affecting the individual; or

- Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile or offensive working environment, even if the individual making the report is not the intended target of such conduct.

Sexual harassment also includes various forms of offensive behavior based on sex. The following is a non-exhaustive list of the types of conduct prohibited by this policy:

- Unwanted sexual advances or propositions (including repeated and unwelcome requests for dates);
- Offers of employment benefits in exchange for sexual favors;
- Making or threatening reprisals after a negative response to sexual advances;
- Visual conduct: leering, making sexual gestures, displaying of sexually suggestive objects or pictures, cartoons, posters, websites, emails or text messages;
- Verbal conduct: making or using sexually derogatory comments, innuendos, epithets, slurs, sexually explicit jokes, or comments about an individual's body or dress, whistling or making suggestive or insulting sounds;
- Verbal and/or written content of a sexual nature, graphic verbal and/or written sexually degrading commentary about an individual's body or dress, sexually suggestive or obscene letters, notes, invitations, emails, text messages, tweets or other social media postings;
- Physical conduct: unwelcome or inappropriate touching of employees, customers or vendors, physical violence, intimidation, touching, assault or impeding or blocking normal movements;
- Hostile actions taken against an individual because of that individual's legally protected characteristic, such as:
- Interfering with, destroying or damaging a person's workstation, tools or equipment, or otherwise interfering with the individual's ability to perform the job;
- Sabotaging an individual's work; and
- Bullying, yelling, name-calling
- Retaliation for making reports or threatening to report sexual harassment.

Sexual harassment can occur regardless of the gender of the person committing it or the person who is exposed to it. Harassment on the basis of sexual orientation, self-identified gender, perceived gender, or transgender status, are all forms of prohibited sexual harassment.

Other Types of Harassment

Harassment on the basis of any legally protected status is prohibited, including harassment based on: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, citizenship status, uniformed servicemember status or any other status protected by federal, state or local law. Prohibited harassment may include behavior similar to the illustrations above pertaining to sexual harassment. It also includes, but is not limited to:

- Verbal conduct including taunting, jokes, threats, epithets, derogatory comments or slurs based on an individual's protected status;
- Visual and/or written conduct including derogatory posters, photographs, calendars, cartoons, drawings, websites, emails, text messages or gestures based on an individual's protected status; and
- Physical conduct including assault, unwanted touching or blocking normal movement because of an individual's protected status.

Complaint Procedure

The Company provides you with a convenient and reliable method for reporting incidents of alleged discrimination, harassment, sexual harassment, and retaliation. Any individual who believes that they or another individual has been subjected to discrimination, harassment, sexual harassment or retaliation should, as soon as possible, report it to your direct supervisor, manager or School Leader. We cannot resolve a harassment or discrimination problem unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, discrimination or retaliation.

Should you feel uncomfortable reporting the conduct to your supervisor or School Leader, please send an email to HR@accelschools.com indicating that you have a confidential matter to discuss along with the best phone number and times of day to contact you.

Employees are not required to report any prohibited conduct to a supervisor or manager who may be hostile, who has engaged in such conduct, who is a close associate of the person who has engaged in such conduct, or with whom the employee is uncomfortable discussing such matters. If a complaint of harassment, sexual harassment, retaliation or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, School Leader) should promptly notify Human Resources so an investigation may be initiated.

Employees are encouraged, but not required, to communicate to the offending person that his/her conduct is offensive and unwelcome. Individuals who observe any behavior directed at others that may violate this policy are encouraged to take reasonable action to defuse such

behavior, if possible, such as intervening directly, alerting a supervisor or Human Resources to assist, or making a report under this policy.

Confidentiality

All reports of alleged harassment, sexual harassment, retaliation or discrimination will be taken seriously. Confidentiality will be maintained to the extent possible consistent with a thorough and objective investigation, and to the extent permitted or required under applicable law. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

Investigative Procedure

Once a complaint of alleged harassment, sexual harassment, retaliation or discrimination is received, we will begin a prompt, thorough, and objective investigation. Once the investigation is completed and a determination is made, the complaining party will be advised that the investigation has been completed as soon as practical and may be informed of the resolution, if appropriate. The Company expects all employees to fully cooperate with and provide truthful information in any investigation conducted by the Company.

Following an investigation, the Company will promptly take any corrective measures necessary, including any appropriate disciplinary action, if the investigation reveals this policy has been violated or an employee has acted in a manner that is not in alignment with the goals of this policy. ACCEL Schools may address any other workplace issue discovered during an investigation.

If the alleged harassment, sexual harassment, retaliation or discrimination is from an employee, vendor, contractor, or parent, or other third party over the age 18, the Company will take appropriate action to stop the conduct. If the behavior is from a student or other minor under the age of 18, the Company will take appropriate action.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

Duties of Employees and Supervisors

All employees of the Company, both management and non-management, are responsible for assuring that a workplace free of harassment, sexual harassment, retaliation, and discrimination is maintained. Any employee may report incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a pleasant work environment where all employees feel welcome.

All managers and supervisors are responsible for preventing and discouraging harassment, sexual harassment, retaliation and discrimination in violation of this policy. If a complaint of harassment,

sexual harassment, retaliation or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, School Leader) should promptly notify Human Resources so an investigation may be initiated. The Company may discipline any managers or supervisors who fail to follow this policy, which discipline may include termination.

Protection Against Retaliation

The Company will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment, sexual harassment or discrimination complaints. The Company also prohibits retaliation because an employee objects to discrimination or harassment or files, testifies, assists, or participates in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency.

Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation, or believe that another individual has been subjected to retaliation, should follow the above Complaint Procedure to report their concerns.

Good Faith Reporting

The initiation of a good faith complaint of discrimination, harassment, sexual harassment or retaliation will not be grounds for disciplinary or other retaliatory action, even if the allegations cannot be substantiated or the employee was mistaken about aspects of the complaint. Any individual who makes a complaint that is demonstrated to be intentionally false may be subject to discipline, up to and including termination.

GUIDELINES FOR APPROPRIATE CONDUCT

In order to conduct the operations of ACCEL Schools efficiently and professionally, all employees are expected to follow rules of conduct that will protect the interests and safety of all employees and the Company.

To guide you, we are providing some examples of forms of behavior that are considered unacceptable. Although it is not possible to list all forms of inappropriate behavior and conduct, the following are examples that are considered inappropriate and may result in disciplinary action up to and including termination of employment, but this list is not all inclusive:

- Falsifying employment or other Company records;
- Violating the Anti-Harassment policy;

- Being convicted of, charged or arrested for a crime that in the Company's judgment presents a potential risk to the Company's legitimate business interests or the safety and/or security of the Company's employees, students, student families, visitors, premises or property, to the extent permitted by applicable law;
- Violating security or safety rules or failing to observe safety rules or safety practices; failing to wear required safety equipment; tampering with equipment or safety equipment;
- Soliciting gratuities from students and their families, vendors, or other third parties;
- Displaying excessive or unexcused absenteeism or tardiness;
- Possessing firearms, weapons or explosives on Company or school property without authorization;
- Using the Company's or school's property and supplies for personal purposes in an excessive, unnecessary or unauthorized way;
- Negligent, reckless, or intentional damage of property;
- Violating the Violence in the Workplace policy;
- Violating the Drug-Free Workplace policy;
- Committing theft or having unauthorized possession of Company or school property or the property of fellow employees; possessing or removing any Company or school property, including documents, from the premises without prior permission from management; using Company or school equipment or property for personal reasons without proper authorization; using Company or school equipment for profit;
- Giving Confidential Information (as defined in the Confidential Company Information Policy) to competitors, third parties, or other organizations, or to unauthorized employees; working for a competing business while an employee of the Company to the extent permitted under applicable law. By way of example, Confidential Information may include nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, and student records of any kind. Refer to our Confidential Company Information policy for additional information concerning the definition of Confidential Information;
- Using abusive, loud, violent, threatening or vulgar language at any time during working hours, at a work event, or while on premises owned or occupied by the Company;

- Engaging in knowingly false or malicious acts such as gossip and/or rumors, derogatory remarks, insults, and epithets;
- Engaging in false, vicious, profane or malicious statements concerning the Company, or any employee, student, student family member, contractor or visitor;
- Engaging in horseplay or other extremely disruptive conduct that significantly interferes with business operations (this does not apply to protected, concerted activity under the National Labor Relations Act), unwarranted sabotage or undermining another's work for the company;
- Soliciting, selling, or collecting funds for any purpose while on working time (not including meals and authorized breaks). Employees who are not on working time shall not interfere with the work of employees who are on working time;
- Refusing to follow the Company and/or School Health & Safety protocols, including appropriate dress for prevention of spreading disease and use of personal protective equipment;
- Insubordination or refusal to perform any work-related responsibilities as instructed by a supervisor, unless unsafe or contrary to Company policy;
- Conviction of an offense that would prohibit the staff member from exercising care and custody over students in the Company or School;
- Failure to complete a criminal background check, or other mandated employment screenings, as required by state and federal law;
- Falsification of employment records, employment information, other records or work-related information to the Company. This includes, but is in no way limited to, employment application, time keeping records, or student records;
- Recording the work time of another employee, allowing any employee to record another employee's work time, or allowing falsification of any time report, whether yours or another employees;
- Falsifying, intentionally misrepresenting, willfully omitting or being negligent in reporting information submitted to federal, state, and other governmental agencies such as professional qualifications, criminal history and information submitted in the course of an official inquiry or investigation, college or professional development credit and/or degrees, academic awards, and employment history when applying for employment and/or licensure, or when recommending an individual for employment, promotion or licensure.
- Provoking a physical fight or engaging in physical fighting during working hours, a work event or on premises owned or occupied by the Company or school;

- Theft or the deliberate or careless damage of any the Company's property or the property of any employee, client, contractor or visitor;
- Engaging in discussions or acts of violence, harassment, or discrimination against any employee, client, contractor, student, visitor or other individual involved in the operations of the Company in violation of the Company's, EEO, Anti-Harassment, Violence in the Workplace, and/or Anti-Bullying policies.
- Using abusive, loud, violent, threatening or vulgar language at any time during working hours, at a work event, or while on premises owned or occupied by the Company;
- Disparaging a colleague, peer or other personnel on the basis of race, ethnicity, national origin, socioeconomic status, gender, gender identity, sexual orientation, political or religious affiliation, physical characteristics, age, disability, English language proficiency, and any other class protected by applicable law, in violation of the Company's Anti-Harassment and/or EEO policy;
- Serious or repeated acts in violation of general safety rules or practices in the performance of work or in the use of School facilities for any purpose;
- Absence without notification; (This is defined as failure to report, intentionally misrepresenting, willfully omitting or being negligent in reporting reasons for absences or leaves for a scheduled workday without notification to the Administration.);
- Excessive employee tardiness and unapproved or unprotected absences beyond the allocated paid time off policy (see the Notification of Absence Policy above);
- Theft, misappropriation of School property, and dishonesty;
- Possessing, consuming or being under the influence of alcoholic beverages, illegal drugs, or any non-prescribed controlled substance during work hours; (An employee is to inform their supervisors of any appropriately prescribed prescription medicine that they have been given that may affect their job performance or ability to function at work);
- Possession of explosives, weapons, or firearms on School property, while representing the Company, or while the employee is conducting any business of the Company as an employee or volunteer;
- Unauthorized possession of or use of any School property, equipment, or material;
- Unauthorized disclosure of Confidential Information, as defined in the Confidential Company Information policy, during or after employment, including but not limited to student records, school records, standardized tests, test supplies, or resources. By

way of example, Confidential Information may include nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, and student records of any kind. Refer to our Confidential Company Information policy for additional information concerning the definition of Confidential Information;

- Unauthorized use or disclosure of student records during employment and after separation as determined by the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and by related regulations;
- Failure to perform work-related responsibilities or failure to follow Administrative directives concerning job duties in a satisfactory and/or timely manner during working time;
- Co-mingling public or School-related funds with personal funds; submitting fraudulent requests for reimbursement of expenses; failing to account for funds related to School activities collected from students, parents, student family members, community members, staff or peers;
- Willfully or knowingly violating any student confidentiality required by federal or state laws, including publishing, providing access to, or altering confidential student information on district or public web sites such as grades, personal information, photographs, disciplinary actions, or individual educational plans (IEPs) without parental consent or consent of students 18 years of age and older during employment and after separation;
- Confidential student or family information may not be disclosed to anyone in the organization without a need to know and may never be disclosed to third parties for any reason; it may never be disclosed in a way that is malicious gossip;
- Abusive, loud, violent, threatening or vulgar verbal or physical conduct toward a student, parents, or a student's family member;
- Failure to follow School policies, procedures, or job-related instructions;
- Failure to adhere to the essential duties of the job description, with or without an accommodation;
- Failing to adhere to any Code of Professional Conduct for Educators or equivalent as mandated by each state;
- In addition, each employee must advise the Administrator if the employee is arrested for, charged with or convicted of any offense (other than a minor traffic violation)

within three days of her/his arrest or conviction. Failure to give prompt notice is grounds for termination of employment;

- Working overtime without authorization or refusing to work assigned hours; and
- Discrimination or harassment in violation of our EEO Policy or Anti-Harassment Policy against any employee, client, contractor or visitor based upon race, religion, age, sex, national origin, disability or any other protected class under state, federal or local laws.

In addition, should an employee's performance or work habits become unsatisfactory, in violation of any of the above, or of any other Company policies, rules or regulations, as determined in the discretion of the Company, the employee will be subject to disciplinary action, up to and including termination.

Please note this list is not all-inclusive and the Company may take disciplinary action to address other types of conduct or performance issues or rule violation in its sole discretion. The Company reserves the right to determine which type of disciplinary action to issue an employee. This statement of prohibited conduct does not alter or limit the policy of at-will employment. Either the employee or the Company may terminate the employment relationship at any time for any reason, with or without cause, and with or without notice.

Policy on Fraud, Bribery and Corruption

The Company prohibits any acts of fraud, bribery, and corruption.

Fraud is defined as any act or omission that intentionally misleads, or attempts to mislead, another party in order to obtain a financial or other benefit or to avoid an obligation.

Bribery is defined as giving, paying, promising, offering, or authorizing the payment of anything of value to any party to influence any person or entity to act improperly.

Corruption is defined as the use or abuse of one's authority or position within the Company for private gain.

Any suspected violations of this policy must be reported to your supervisor, School Leader or Human Resources. Reported incidents shall be investigated immediately. The incident and report will be kept as confidential as the circumstances permit.

ANTI-BULLYING POLICY

The School prohibits any acts of bullying by employees or students. Workplace bullying is the use of force, threats or coercion to abuse, intimidate, or humiliate another employee. Workplace bullying includes, but certainly is not limited to, the following:

- Verbal abuse, such as the use of patently offensive, demeaning and harmful derogatory remarks, insults and epithets;
- Verbal or physical conduct that is threatening, intimidating or obscene;
- Pushing, shoving, kicking, poking, tripping, assaulting, or threatening physical assault, or intentionally damaging a person's work area or property; or
- Sabotage, or deliberately subverting, obstructing or disrupting another person's work performance.

Bullying, like other disruptive or violent behaviors, is also conduct that disrupts a students' ability to learn, employees' ability to work effectively and the school's ability to educate its students in a safe environment.

Cyberbullying refers to bullying, as defined above that occurs through the use of a computer, cell phone, smartphone, tablet, pager or other device that transmits electronic information, regardless of whether the device is owned by or located at the Company or connected to the Company network. Cyberbullying is also prohibited.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

Violations of this policy should be reported to your supervisor, School Leader or Human Resources. Reported incidents shall be investigated immediately. The incident and report will be kept as confidential as the circumstances permit.

This policy in no way prohibits employees from engaging in activities that are protected under applicable state and federal laws, including but not limited to any activity that is protected under Section 7 of the National Labor Relations Act, which includes the right of employees to speak with others, engage in workplace debates and protest about their terms and conditions of employment.

REPORTING STUDENT ABUSE/NEGLECT

When any employee knows of or suspects abuse or neglect of a student under the age of 18, the employee shall first notify their Supervisor. Then the employee shall call the local reporting agency in the presence of the Supervisor. The employee shall document the notification by using the Suspected Student Abuse/Neglect Form. The School Nurse will be notified, if appropriate.

When any staff employee suspects abuse or neglect of a student that is 18 years of age or older, the employee must also first notify the supervisor. The employee must then offer the student

the opportunity to report the incident(s) to the local police or other appropriate agency. The student, as an adult, has the option not to make a call to the police. In either case, the employee must complete a Student Abuse/Neglect Form that is placed into the student's records.

If the family contacts the School about the report, the family needs to be told to contact the agency or police department that is handling the matter. All reports are to be kept confidential – including between members of the School staff — unless a given staff member needs to know about the matter in order to fulfill their duties.

Failure to make the reports and follow the procedures set out in this policy will result in disciplinary action, up to and including termination from employment.

VIOLENCE IN THE WORKPLACE

ACCEL Schools is committed to providing a safe workplace for employees, students, families, board members, contractors, vendors, and others with whom we interact. The School has zero tolerance for violent acts or threats of violence.

Threats or acts of violence—including intimidation, bullying, physical or mental abuse and/or coercion—that involve or affect company employees or that occur on the Company's premises, will not be tolerated. The prohibition against threats and acts of violence applies to all persons involved in the operation of the Company, including, but not limited to, Company employees and other personnel, contract and temporary workers, consultants, contractors, customers, vendors, visitors and anyone else on the Company's premises.

Violations of this policy by an employee will result in disciplinary action, up to and including termination from employment.

It is our goal to have a workplace free from acts or threats of violence and to respond effectively in the event that such acts or threats of violence do occur.

Workplace violence is any intentional conduct that is sufficiently severe, abusive or intimidating to cause an individual to reasonably fear for their own personal safety or the safety of their family, friends and/or property such that employment conditions are altered or a hostile, abusive or intimidating work environment is created for one or several employees.

Examples of workplace violence include, but are not limited to:

- Threats or acts of violence occurring on Company premises, regardless of the relationship between the parties involved in the incident;
- Threats or acts of violence occurring off Company premises involving someone who is acting in the capacity of a representative of the Company;
- Threats or acts of violence occurring off Company premises involving an employee if the threats or acts affect the business interests of the Company;

- All threats or acts of violence occurring off Company premises, of which an employee is a victim, if we determine that the incident may lead to an incident of violence on Company premises; and
- Threats or acts of violence resulting in the conviction of an employee or agent of the Company, or an individual performing services for the Company on a contract or temporary basis, under any criminal code provision relating to violence or threats of violence when that act or the conviction adversely affect the legitimate business interests of the Company.

Examples of conduct that may be considered threats or acts of violence under this policy include, but are not limited to:

- Threatening physical contact directed toward another individual;
- Threatening an individual or the individual's family, friends, associates or property with harm;
- The intentional destruction or threat of destruction of [Company Name] or another's property;
- Menacing or threatening phone calls;
- Stalking;
- Veiled threats of physical harm or similar intimidation; and/or
- Communicating an endorsement of the inappropriate use of firearms or weapons.

Workplace violence does not refer to workplace arguments or debates that are zealous or impassioned, provided there is no resort to any form of coercion. Discussions about sporting activities, popular entertainment or current events are not considered workplace violence when there is no threat of violence being directed to the workplace or any individual connected with it. Rather, workplace violence refers to behavior that demonstrates an intention to engage in violence, condones violence in our workplace, or targets any individual with acts or threats of violence.

All employees share the responsibility in identifying and alleviating threatening or violent behaviors. Anyone who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, is to immediately report this information to their supervisor, or a management member. You must assume that any threat is serious. Of course, if you feel the situation needs immediate law enforcement attention, call 9-1-1 immediately.

The Company will carefully investigate reports and maintain employee confidentiality to the fullest extent possible consistent with the need to conduct a thorough investigation and consistent with applicable law.

ACCEL Schools will take disciplinary action, up to and including termination, and/or legal action as appropriate, against any employee who commits or threatens to commit a violent act against any person while on Company or school premises or while engaged in school business off the premises, or who engages in any other conduct found by the Company to violate this policy. The Company will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred.

No provision of this policy statement or any other provision in this policy alters the at-will nature of employment with the Company. We will make the sole determination of whether and to what extent, threats or acts of violence will be acted upon by the Company. In making this determination we may undertake a case-by-case analysis in order to ascertain whether there is a reasonable basis to believe that workplace violence has occurred

WEAPONS

ACCEL Schools strives to provide a safe and secure workplace for employees, students, families, board members, contractors, vendors, and others with whom we interact. The Company has zero tolerance for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on Company or school property or conducting school business, unless explicitly authorized by state law. For purposes of this policy, Company or school property includes, but is not limited to, all Company and school facilities, and school-provided vehicles and equipment that are either leased or owned by the Company or school.

This prohibition specifically includes guns, rifles and firearms of any type, including those for which the holder has a legal permit. Other examples of prohibited weapons include, but are not limited to, knives, ammunition, bombs, bows and arrows, clubs, slingshots, blackjacks, metal knuckles and similar devices that by their design or intended use are capable of inflicting serious bodily injury or lethal force.

Possession of firearms or other weapons may be cause for discipline, up to and including immediate termination of employment. In enforcing this policy, ACCEL Schools reserves the right to request inspections of any employee and their personal effects while on Company or school property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to disciplinary action, up to and including immediate termination of employment.

Employees share the responsibility of identifying violators of this policy. If you either witness or suspect another individual of violating this policy, you should immediately report this information to their onsite supervisor.

ANTI-NEPOTISM AND ROMANTIC RELATIONSHIPS IN THE WORKPLACE

It is the Company's policy to consider members of an employee's relatives or individuals with whom current employees are romantically involved for employment on the basis of their qualifications.

In order to avoid potential conflicts of interest, favoritism, harassment or breaches of professional standards, supervisors are prohibited from being a relative of or in romantic relationship with another employee that would:

- Create a supervisor/subordinate relationship or a situation where one employee may have any influence concerning the other employee's pay, benefits, job duties, performance evaluation, promotion, transfer, hiring, discipline, assignments, or other terms and conditions of employment
- Have the potential for creating an adverse impact on work performance; or
- Create either an actual conflict of interest or the appearance of a conflict of interest.

Any one of these is referred to in this policy as a "prohibited situation." Whether a prohibited situation arises or will arise is determined in the sole discretion of the Company. This policy must be considered when hiring, assigning, transferring, or promoting an employee, or when the relationship between employees changes during employment in that they become related or involved in a romantic relationship.

For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status). For purposes of this policy, the term romantic relationship includes, but is not limited to, casual or serious dating, casual sexual involvement, cohabitation and any other conduct or behavior normally associated with romantic, dating or sexual relationships.

If such a relationship occurs or exists, or if an individual is applying for a position that would create a prohibited situation, both the involved supervisor and the involved employee/applicant must report the relationship to Human Resources immediately. Additionally, both individuals are required to take steps to resolve any actual or potential conflict of interest or impropriety created by the relationship

Appropriate steps will be taken consistent with this policy in the sole discretion of the Company.

Employees who become related or establish a romantic relationship may continue employment as long as it does not involve any of the above conflicts. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the Company to which one of the employees will transfer. If employees become immediate family members or establish a romantic relationship, the Company will make reasonable efforts to assign job duties so as to minimize

problems of supervision, safety, security or morale. However, if accommodations of this nature are not feasible or other business concerns remain, as determined in the discretion of the Company, one of the employees may be asked to resign. The employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the Company will decide in its sole discretion who will remain employed. The Company reserves the right to take whatever action is necessary to resolve the matter.

In other cases where a conflict or the potential for conflict arises, job performance is impacted, or other business interests are implicate because of a relative or romantic relationship between employees, even if there is no line of authority or reporting involved, the employees may be separated by reassignment or terminated from employment. The Company reserves the right to take whatever action is necessary to resolve the matter.

Employees who violate this policy, including the reporting requirement, will be subject to disciplinary action up to and including termination of employment.

ABSENTEEISM AND TARDINESS

Regular attendance is important to the operation of ACCEL Schools. If you are late or absent, it places a burden on other employees and may impact productivity, student learning, and classroom and school morale.

You are expected to be reliable and punctual by reporting to work on time and as scheduled. Employees are also expected to remain at work for their entire work schedule, except for meal or break periods, or when required to leave on authorized Company business or other authorized reason. Unapproved late arrivals, early departures or other absences from scheduled hours are disruptive and must be avoided.

If there is an unscheduled absence or a need for late arrival to work, notify your supervisor at least two hours prior to when your scheduled work shift begins (unless it is impossible to do so, in which case the employee must call as soon as possible thereafter). The Company may inquire about the general reason for an absence, tardiness or early departure. Unless extenuating circumstances exist, you should notify your supervisor within two hours of your work shift each day of your absence, unless you have been granted a leave of absence. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three or more consecutive workdays due to personal illness, you may be required to provide a statement from your healthcare provider, unless state or local law provides otherwise, before you will be permitted to return to work and you may be required to follow leave request processes.

Failure to properly report your absences may be considered a voluntary resignation of your position. Employees who fail to report to work for three (3) consecutive business days without

notifying their Supervisor or Human Resources of the absence will be considered as having voluntarily resigned as a result of job abandonment.

Abuse of PTO may lead to disciplinary action. Indications of possible abuse include, but are not limited to, repeated usage of PTO to extend regularly scheduled days off, including weekends, holidays (before or after a holiday), excessive absenteeism on Mondays and Friday, and usage of PTO on days previously requested and denied as vacation.

Employees who need to leave early must notify their supervisor as soon as they learn that they will not be able to complete their scheduled shift and first obtain permission from your immediate supervisor. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your availability during the day.

Excessive absenteeism or tardiness may result in disciplinary action up to and including termination of employment, unless the absence or tardiness is excused or approved. The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including PTO;
- Paid sick and safe time provided under a mandatory sick and safe time leave law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Company as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

Each situation of absenteeism, tardiness or early departure will be evaluated on a case-by-case basis. Even one unexcused absence or tardiness may be considered excessive, depending upon the circumstances. However, the Company will not subject employees to disciplinary action or retaliation for an absence, tardiness or early departure for which discipline may not be imposed under applicable law. If the employee believes that an absence, tardiness or early departure is (or should be) excused pursuant to applicable law, the employee should notify their manager of this fact as soon as possible, but no later than at the time of the absence, tardiness or early departure. (For the required timing of an employee's notice of the need for a foreseeable leave of absence, see the applicable leave policy). If an employee believes they have mistakenly been subject to disciplinary action for an absence, tardiness or early departure that the employee believes is or should be excused/approved, the employee should promptly discuss the matter with their manager or Human Resources. The Company will investigate the situation and any errors will be corrected.

DRUG-FREE WORKPLACE

ACCEL Schools strives to provide a safe environment for employees and others and to minimize the risk of accidents and injuries. Accordingly, each employee has a responsibility to co-workers and the public to deliver services in a safe and conscientious manner. Continuing research and practical experience have proven that even limited quantities of illegal drugs, abused prescription drugs or alcohol can impair reflexes and judgment. This impairment, even when not readily apparent, can have catastrophic consequences. Moreover, studies have shown that impairment by controlled substances may last long after the user believes the effects to have worn off. For these reasons, the Company has adopted a policy that all employees must report to work and remain completely free of illegal drugs, abused or nonprescribed prescription drugs and alcohol.

Drug Use/Distribution/Possession/Impairment

The Company strictly prohibits the use, sale, attempted sale, conveyance, distribution, manufacture, purchase, attempted purchase, possession, cultivation and/or transfer of illegal drugs or other unlawful intoxicants at any time, and in any amount or any manner, regardless of occasion. "Illegal drugs" means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. To the extent permitted by state and local law, this policy also prohibits the use of marijuana and marijuana products. The Company will accommodate individuals who are medically certified to use marijuana by their home state where required to do so by law, but in no case may an employee use or possess marijuana or marijuana products at work or during work time or work while impaired.

Employees are also prohibited from having any such illegal or unauthorized controlled substances in their system while at work.

Included within this prohibition are lawful controlled substances that have been illegally or improperly obtained.

Alcohol Use/Distribution/Possession/Impairment

All employees are prohibited from distributing, dispensing, possessing or using any beverage or medicine containing alcohol while at work or on duty and from coming onto company premises, reporting to work, or working with alcohol in their systems. Furthermore, lawful off-duty alcohol use, while generally not prohibited by this policy, must not interfere with an employee's job performance.

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication's effect on the employee's ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

The Company reserves the right to transfer, reassign, place on leave of absence or take other appropriate action regarding any employee during the time the employee uses medication that may affect the ability to perform safely. The Company will comply with all requirements pertaining to providing reasonable accommodations to the extent required by applicable law.

The Company's general prohibition against the possession or use of marijuana at work applies regardless of whether an employee is certified to use marijuana for medical reasons under state law. Unless otherwise required by law, the Company will not accommodate the use or possession of marijuana by individuals who are medically authorized to use marijuana as a matter of state law but will offer such individuals alternative accommodations related to any underlying disability. Employees who have any questions regarding the Company's position concerning medical marijuana in a particular location should contact Human Resources.

Additional Information

Unless prohibited by law, the Company reserves the right to send employees for drug test if they are suspected of being under the influence of illegal drugs or alcohol.

Contact Human Resources for information about the Employee Assistance Program (EAP) and support for participation in drug and alcohol abuse rehabilitation and education programs through the Company's health care carrier.

This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations or any other federal, state or local agency drug testing regulations related to a particular industry.

Discipline

As a condition of continued employment, all employees must comply with this policy. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment.

SMOKE AND TOBACCO-FREE WORKPLACE

ACCEL Schools is committed to providing all employees with a safe and healthy work environment. All school premises are smoke-free, unless clearly marked otherwise. Smoking and the use of all tobacco-related products, including but not limited to cigarette, cigar, e-cigarette, or pipe or any other form of tobacco, as well as the chewing of tobacco, is not allowed. For your convenience, designated smoking areas are clearly marked. Employees are expected to use the waste disposal receptacles for smoking products.

PERSONAL APPEARANCE - DRESS CODE

For employees not working in any capacity with students: you are expected to report to work well groomed, clean, and dressed according to the requirements of your position. All employees

working in any capacity with students, employees must maintain and adhere to the following appropriate dress attire: shirts, non- denim pants/slacks, collared shirts, dresses, skirts and blouses. Skirts must be no more than 2 inches above the knee. Blouses cannot have plunging neck lines or be deemed revealing. Sleeveless shirts are prohibited for men and women. For safety purposes, shoes must cover heels and toes. Bright or neon hair colors, body piercing (other than standard pierced earrings), visible tattoos, or excessive make- up become a great source of distraction for the student body and other employees and are not permitted.

Some employees may be required to wear uniforms or safety equipment's/clothing. The Uniforms provided to employees and acceptable clothing for other employees under this policy are made and can be made from material that is "wash and wear," meaning that the individual may launder the garments in ordinary detergent with his or her regular laundry. This policy does not require an individual to wear or purchase clothing that requires special care and none of the items need to be ironed, starched or dry cleaned. In other words, an individual may wear items that require only minimal time for care.

Please contact your supervisor for specific information regarding acceptable attire for your position. If you report to work dressed or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

Some individuals may have sensitivity or allergic reactions to perfumes, colognes, powders and lotions. If you use these items, use them in moderation and with consideration for those around you.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law. The Company will also consider reasonable accommodations to appearance standards for medical and/or religious reasons. Contact Human Resources if you have a request for an accommodation in this area.

The Company reserves the right to establish a dress code or change its dress code at any time.

PERSONAL PROPERTY

The Company does not provide insurance coverage for employee's personal property. This is the responsibility of each individual. Employees should contact their individual insurance agents to check their coverage. Any personal property brought onto School property is subject to inspection and search.

PERMISSIBLE USE OF RECORDING DEVICES

Use of online recording devices (i.e. conference bridge services) may be used to capture discussions for the purpose of reference. Under these circumstances, all attendees must be audibly notified when recordings are commenced and terminated. These recordings must be made available to all attendees and may be shared with other employees or vendors with whom

we have a non-disclosure agreement (NDA). All recordings can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. The information collected may be used as a justification for internal disciplinary action, including, but not limited to demotion, suspension, or termination. The Company is under no obligation to share that information with the employee.

PROHIBITED USE OF RECORDING DEVICES

The following guidelines apply to recording videos, images or oral communications in the workplace:

1. Working time is for work. Unless photographing, taping or recording is required as part of a job function you are performing and approved by your supervisor, it may not be done during your working time. Photographing, taping or recording during non-working time is permitted, subject to the other qualifications below.
2. If photographing, taping or recording would violate other Company policies, such as the Company's policy prohibiting discrimination or harassment based on any protected characteristics, it is not permitted at any time.
3. Photographing, taping or recording Company trade secrets or other Confidential Information is not allowed at any time. By way of example, Confidential Information may include nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, and student records of any kind, and student information. Refer to our Confidential Company Information policy for additional information concerning the definition of Confidential Information.
4. Photographing, taping or recording that infringes on reasonable expectations of privacy, such as the privacy of co-workers using restrooms and locker rooms, is not permitted.
5. Photographing, taping or recording of students, student family members, and visitors is prohibited without prior knowledge and approval from your supervisor and any individual being photographed or recorded.
6. Recording coworkers without their knowledge or consent may infringe on their privacy rights. The use of recording devices (of any kind) to record images or videos of Company employees is prohibited without that employee's prior knowledge and approval. Nonconsensual recordings may be viewed as particularly intrusive and unreasonable, and result in claims of illicit harassment; be aware that some religions may prohibit the taking of photographs or videos of members of that religion.

7. Some jurisdictions have laws that prohibit recordings of any person without their knowledge or consent. Recording in any manner that violates state or federal law is prohibited.

Photographing and videotaping is not restricted when employees are acting in concert for their mutual aid and protection and no overriding contrary interest is present. Consistent with the foregoing, recordings may include employees documenting workplace conditions, or other terms or conditions of employment.

REPORTING AND ANTI-RETALIATION POLICY

ACCEL Schools is committed to operating in compliance with all applicable laws, rules and regulations, including but not limited to those concerning accounting and auditing, and prohibits fraudulent practices by any of its board members, officers, employees, or volunteers. This policy outlines a procedure for employees to report actions that an employee reasonably believes violate a law, rule or regulation applicable to the Company, or that constitutes fraudulent accounting or other practices. This policy applies to any matter that is related to the School's business and does not relate to private acts of an individual not connected to the business of the School.

An employee of the School or its affiliates should report an activity that the employee considers to be illegal or dishonest business activity. The individual is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities include but are not limited to, violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If you have knowledge of, or a concern of illegal or dishonest fraudulent activity or other potential violations under this policy, you are to call 866.733.9409 or email whistleblowerhotline@accelschools.com. When raising concerns, we ask that you provide as much detailed information as possible, including the background and history of the concern, names, dates and places where possible, and the reasons why the situation is cause for concern. This is especially important for concerns raised anonymously, so that ACCEL Schools may conduct an appropriate review and, if necessary, begin an investigation.

Employees are expected to exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to disciplinary action, up to and including termination of employment.

All reports made under this policy will be promptly submitted to the School Leader. ACCEL Schools expects that employees will cooperate with an investigation, except when voluntary compliance

with an investigation is being requested. ACCEL Schools also expects that employees will provide truthful information when participating in an investigation undertaken by the Company.

Protections for making a report under this policy are provided in two important areas -- confidentiality and protection from retaliation against an employee who makes such a report. To the extent possible, the confidentiality of the individual making a report under this policy and those involved in the investigation will be maintained. However, identity may have to be disclosed in order to conduct an adequate investigation or review, or as required by applicable law. Additionally, ACCEL Schools will not tolerate retaliation of any kind because an employee in good faith raises a question or concern about a violation or suspected violation of this policy, or because the employee participates in or cooperates with an investigation of such concerns.

Retaliation is any conduct that would reasonably dissuade an employee from raising, reporting or communicating about good faith concerns through our internal reporting channels or with any governmental authority, or from participating in or cooperating with an investigation or legal proceeding raising such concerns. Retaliation may occur through conduct or written communication and may take many forms, including actual or implied threats, verbal or nonverbal behaviors, changes to the terms or conditions of employment, coercion, bullying, intimidation, or deliberate exclusionary behaviors. If you are ever aware of an instance or threat of retaliation, please immediately report it. ¹ Such reports must be made to ACCEL Schools Human Resources immediately. Protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated. ACCEL Schools may take disciplinary action (up to and including termination) against an employee who in management's assessment has engaged in retaliatory conduct in violation of this policy.

Please note as well that the Company does not prohibit anyone from electing to report concerns to, make lawful disclosures to, provide documents or other information to or communicate with the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency about conduct believed to violate laws or regulations. The Company also does not prohibit employees from participating in an investigation or proceeding conducted by one of these agencies.

Pursuant to the Defend Trade Secrets Act, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the

¹ Nothing in this policy prevents the Company from taking appropriate disciplinary or other legitimate employment action consistent with its usual disciplinary practices and the law. In addition, this policy prohibits and does not protect employees who knowingly and intentionally raise false concerns or reports.

individual files any document containing the trade secret under seal; and does not disclose the trade secret, except pursuant to court order in that proceeding.

If you have questions regarding this policy, contact Human Resources.

HOURS AND COMPENSATION

EMPLOYEE CLASSIFICATIONS

Employees are classified as either exempt or nonexempt under federal and state wage and hour laws and are further classified for administrative purposes. The following designations are used throughout this Employee Handbook.

Exempt Employees

Exempt employees are employees who have been classified by ACCEL Schools as exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis and their salary is compensation for all hours worked each week, rather than for a fixed number of hours per week. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor or Human Resources with any questions or concerns regarding this status.

Nonexempt Employees

Nonexempt employees are employees who have been classified by ACCEL Schools as non-exempt and who are NOT exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisors or Human Resources with any questions or concerns regarding this status.

Full-Time Employees

Full-time employees are those who are normally scheduled to work and who do work a schedule of 30 hours per week. Full-time employees are generally eligible for the employee benefits described in this Employee handbook and are provided with benefits required by applicable law.

Part-Time Employees

Part-time employees are those who are normally scheduled to work and who do work less than 30 hours per week. Part-time employees may be assigned a work schedule in advance or may work on an as-needed basis. Part-time employees may be eligible for some, but not all employee benefits described in this Employee handbook and are provided with benefits required by applicable law.

Temporary Employees

Temporary employees are those who are employed for short-term assignments. Temporary employees are generally hired to temporarily supplement the workforce or assist in the

completion of a specific project. These temporary employment assignments are of limited duration. Temporary employees are not eligible for employee benefits, except as required by applicable law, and may be classified as exempt or nonexempt on the basis of job duties and compensation.

EMPLOYEE ELIGIBILITY AND WORK AUTHORIZATION

The Company is committed to employing only individuals who are authorized to work in the United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States within three business days of commencing employment. If the employee cannot verify their right to work in the United States within three business days of employment, the Company will be required to terminate their employment immediately.

ERROR IN PAY

The Company makes every effort to ensure that you receive the correct amount of pay in each paycheck and that you are paid on the scheduled payday and prohibits any improper deductions from an employee's pay.

You should review your paycheck when received. If any employee, exempt or nonexempt, has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, that employee should promptly contact the Payroll Department at payroll@accelschools.com immediately. Necessary steps will be taken by the Company to research the problem, assure that any necessary correction is promptly made (including providing the employee with any compensation to which the employee is entitled, if any), and will take steps to ensure that the error is not repeated in the future.

The Company complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

TIMEKEEPING AND TIMESHEETS

Accurately recording and reporting time worked is the responsibility of every employee in order for the Company to calculate employee pay and benefits. All employees are required to accurately record and report all time worked and time away from work and sign their own time report prior to submitting to their supervisor for approval.

Non-Exempt Employees

Employees who are classified as nonexempt must accurately record the time they work each day, including arrival, departure and meal break times. When you receive your paychecks, they should verify immediately that your working time was recorded accurately and that you were paid correctly for all hours worked.

Nonexempt employees must report all time worked and not work any time that is not authorized by their supervisors. This means nonexempt employees must not start work early, finish work late, work during a meal break, or perform any other extra or overtime work unless directed to do so. Employees who have questions about when or how many hours they are expected to work should contact their supervisor or Human Resources.

It is a violation of the Company's policy for anyone to instruct or encourage another employee to work "off the clock," to incorrectly report hours worked, or to alter an employee's time records. If you are directed or encouraged to incorrectly report hours worked, work "off the clock," or to alter yours or another employee's time records, you should report the incident immediately to a supervisor. If your supervisor has given you any of these directions, notify your human resource specialist. You will not be penalized in any way for making such a report and you will be compensated for any time actually worked but not recorded.

Exempt Employees

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave, and PTO.

Exempt employees are paid on a salary basis. This means the employee regularly receives a predetermined amount of compensation each pay period, which cannot be reduced because of variations in the quality or quantity of the employee's work. In general, an exempt employee will receive their salary for any week in which the employee performs any work, regardless of the number of days or hours worked. However, an exempt employee will not be paid for days not worked in the following circumstances:

- When an exempt employee takes one or more full days off for personal reasons, sickness, or disability, the employee will not be paid for such day(s) of absence, but the employee may use available PTO to make up for the reduction in salary or, if the employee qualifies for and is eligible for disability leave, use paid leave under the Company's disability policy.
- When an employee is absent from work for jury duty, attendance as a witness or military leave, the employee may have their salary reduced by the amount of payment they receive in the form of jury fees, witness fees or military pay. Their salary will not be reduced by the number of hours or days they are absent, unless they perform no work during a given week.

- When an exempt employee works only part of the week during their first and last week with the Company, the employee will be paid only for the days actually worked;
- When an exempt employee takes unpaid leave under the Family and Medical Leave Act or corresponding laws, the Company will not pay for such days/hours of absence; and
- When an exempt employee receives an unpaid disciplinary suspension of one or more full days, imposed in good faith for workplace conduct rule infraction, the Company will not pay for such days of suspension.
- When an exempt employee receives an unpaid disciplinary suspension of one or more full days, imposed in good faith for workplace conduct rule infraction, the Company will not pay for such days of suspension.

The Company may require an exempt employee to use available PTO, as a replacement for salary, when the employee takes less than a full-day off from work.

This policy is subject to applicable state law regarding reduction of exempt employees' salaries if the state law is more favorable to employees.

Prohibited Reductions/Complaint Procedure

If an exempt employee believes that an improper deduction has been made to their salary, the employee should immediately report this information to the Payroll Department at payroll@accelschools.com. Reports of improper deductions will be promptly investigated. If it is determined that an improper deduction has occurred, the employee will be promptly reimbursed for any improper deduction made. No employee will be penalized in any way for making a complaint.

This policy is intended solely to implement Fair Labor Standards Act (FLSA) regulatory requirements, and applicable state law will be applied and modified as necessary in accordance with the requirements, and is not to be considered any type of contract.

HOURS OF OPERATION

Normal operating hours for ACCEL Schools are from 7:30 a.m. to 4:00 p.m., Monday through Friday. These hours may vary depending upon your position and work requirements. If applicable, your supervisor will provide direction for lunch and rest breaks in order to facilitate the smooth flow of business and to maintain an adequate number of staff.

Please give your supervisor as much advance notice as possible for any schedule changes.

INCLEMENT WEATHER

In the case of inclement weather, please consult your School Leader for policy and procedures on school opening status.

Hourly staff will not be paid for any hours during a school closure due to inclement weather unless they choose to use available PTO hours or pay is required by applicable law.

MEAL PERIODS

All regular full-time employees will have one unpaid meal period of thirty minutes in length each workday. Your supervisor will schedule your meal period to accommodate operational requirements. During meal periods, you are not subject to any work responsibilities or restrictions. Meal periods lasting more than thirty minutes are not considered “hours worked,” and so accordingly, you will not be paid for meal period time. Nonexempt employees must record the beginning and ending time of their meal breaks each day on their time records and report to their supervisor if they did not receive a full thirty minute meal period.

Employees should refer to their state-specific supplement for additional information regarding meal and rest breaks required under state law. If an employee works in a state where there are no applicable meal or rest break requirements, the Company will provide break time as appropriate, subject to operational needs and supervisor discretion. The Company does not contract to provide such break time in these states.

Any rest breaks of short duration (lasting between five and 20 minutes) will be counted as “hours worked” and paid accordingly.

OVERTIME FOR NONEXEMPT EMPLOYEES

Depending on Company work needs, employees may be required to work overtime when requested to do so. Nonexempt employees will be paid overtime premiums at the rate of 1.5 times their regular rate of pay. You are responsible for clearly noting all hours worked, including any overtime hours, on your timesheet.

It is our policy that no overtime can be worked without the advance approval of your supervisor.

Failure to obtain approval in advance of working the overtime is a violation of Company policy and may result in disciplinary action.

If, during a workweek, you are away from the job because of an injury, paid holiday, jury or witness duty, sick day or PTO day, those hours not worked will not be counted as hours worked for the purpose of computing overtime pay, even if you receive pay such as sick or vacation pay for such time missed (except where state or local law provides otherwise).

PROHIBITED “OFF THE CLOCK” WORK

Employees are not to work “off the clock” and are required to ensure that all time worked is properly recorded. If you are given directions to perform work “off the clock,” you should promptly notify your supervisor. If your supervisor has given you directions to work “off the clock” and/or has told you not to properly record all hours worked, notify your human resource specialist. You will not be penalized in any way for making such a report and you will be compensated for any time actually worked but not recorded.

PAY PRACTICES

For overtime calculations and salary administration, the fixed 7-day "workweek" for ACCEL Schools is the period beginning at 12:01 a.m., Sunday and ending at midnight, Saturday. All employees will be paid by check or direct deposit bi-weekly on every second Friday. For payday falling on a holiday, you will be paid the prior business day.

If you are absent on payday and someone else is to pick up your check, it will not be released without a signed note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce satisfactory identification; otherwise, your check will not be released.

If your employment ends, you will be paid your final wages in accordance with applicable state law.

Payroll is biweekly, with all employees paid one week in arrears.

Paycheck Deductions

The Company is required by federal and some state laws to make certain deductions from your paycheck each pay period. Such deductions typically include taxes and Social Security. Depending on the state in which you are employed and the benefits you choose, additional deductions may occur.

The pay of some nonexempt employees may be subject to additional deductions. Such deductions will be made in accordance with state and federal law, and will require written authorization from the employee.

The amount of all deductions will be listed on the employee’s pay stub.

If any employee, exempt or nonexempt, has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee’s total hours worked or salary, that employee should promptly contact the Payroll Department at payroll@accelschools.com.

Every report will be fully investigated, and the Company will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The Company complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

LACTATION BREAKS

The Company will provide a reasonable amount of break time, or amount of time required by state law, to accommodate a female employee's need to express breast milk for the employee's infant child for up to one year following the child's birth, or as required by law. The break time should, if possible, be taken concurrently with other break periods already provided. If the lactation break cannot run concurrently with meal and rest breaks already provided, employees should clock out for the break and the break will be unpaid. Because exempt employees receive their full salary during weeks in which they work, all exempt employees who need lactation accommodation breaks do not need to report any extra break time as "unpaid."

ACCEL Schools will provide the employee with the use of a room or other location in close proximity to the employee's work area, other than a restroom, where the employee may express milk in private. Speak with your supervisor should arrangements for a refrigerator be required.

Employees should advise management if they need break time and an area for this purpose. For employees working in a jurisdiction that has a mandatory lactation accommodation law, the Company will comply with all legal requirements, including providing greater or different benefits than those indicated here.

OPERATIONS

SCHOOL PROPERTY INSPECTION

The School wishes to maintain a work environment that is free of illegal drugs, alcohol, firearms, explosives or other improper materials. To this end, the School prohibits the control, possession, transfer, sale or use of such materials on its premises to the extent permitted by applicable law. We require the cooperation of all employees in administering this policy.

Desks, lockers and other storage devices are provided for the convenience of employees but remain the sole property of the School. Accordingly, they, as well as any articles found within them, can be inspected by any agent or representative of the School at any time, either with or without prior notice.

These items are subject to inspection and search at any time, with or without prior notice. We also may require employees or third parties to agree to reasonable inspection of their personal property and/or person while on the job or on Company or school premises or worksites. The individual may be requested to self-inspect their personal property or person by displaying the contents of any packages and/or turning out their pockets, etc., in the presence of a representative of the Company, typically a management employee of the same gender. The Company will not tolerate any employee's refusal to submit to a search.

USE OF SCHOOL PROPERTY

Employees may use School property, equipment and reference materials for business purposes. School equipment (including, but not limited to, computers, printers, fax machines, etc.) assigned to employees is the property of the School and, may not be removed from the building without first obtaining written permission from your supervisor. You are expected to take proper precautions concerning the equipment, reference material and/or property you are assigned to use. Any equipment that is malfunctioning should be reported immediately to your supervisor.

EMPLOYEE SAFETY AND HEALTH

Health and Safety policies are posted in the School. All employees need to review the policies and follow requirements of the building to be certain that they are followed at all times. Failure to follow these policies can result in discipline up to and including termination.

To maintain a safe and healthy workplace, both management and employees must work diligently to promote safety. All managers, supervisors, and employees are responsible for protecting and securing School property, materials, equipment and facilities and reporting any security violations, thefts and other security-related incidents to their supervisor or Human Resources. Failure to protect, to secure, or report any such violations of any employee of the School can result in discipline up to and including termination.

Our employees are our most valuable resource, and their safety is most important to us. You are expected to report all job-related injuries or illnesses to your supervisor immediately, regardless of severity. You are also expected to:

- Obey safety rules.
- Follow safe job procedures and not take shortcuts.
- Keep work areas clean and free from slipping or tripping hazards.
- Use prescribed personal protective equipment.
- Report all safety hazards or malfunctions to a supervisor immediately.
- Use care and proper technique when lifting and carrying objects.
- Observe restricted areas and all warning signs.
- Know and follow emergency procedures.
- Report unsafe conditions to supervisors.
- Report every accident and injury to a supervisor promptly.
- Follow the care prescribed by the attending physician when treated for an injury or illness.
- Attend all employee safety meetings.
- Cooperate fully in accident investigations; serve on safety committee or other loss control activities as needed.
- Any employee who works at a School or Company office and is diagnosed by a medical professional with COVID-19 must notify their supervisor within 24 hours of diagnosis. The employee will not be allowed to report to work until cleared by a medical professional or other Center for Disease Control (CDC) protocol.

If you have reported a safety issue to your supervisor and you feel that the issue has not been appropriately addressed, you should report the issue to Human Resources.

Failure to observe these guidelines may result in disciplinary action, up to and including termination of your employment.

WORKPLACE INJURIES AND WORKERS' COMPENSATION INSURANCE

The School complies with appropriate federal and state laws regarding workplace injuries. All work-related injuries (including injuries that arise during work-related travel) must be

immediately reported to your supervisor or Human Resources both verbally and in writing. A Supervisor who receives a report must submit the information to Human Resources within 24 hours of the event. All incident reports and documents must be completed and turned in to HR@accelschools.com. If you or another employee is seriously injured, contact outside emergency response agencies (e.g. 9-1-1) immediately. No matter how insignificant an injury may seem at the time of occurrence, you are to notify a supervisor or ACCEL Schools Human Resources immediately of any workplace accident or injury.

In the event of a workplace injury, the School may require drug/alcohol testing.

The Company provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately. Questions regarding workers' compensation insurance coverage should be directed to your supervisor or to human resources at HR@accelschools.com.

The federal Occupational Safety and Health Administration (OSHA) requires that we keep records of all illnesses and accidents that occur during the work. Should you have any questions or concerns, contact your supervisor or ACCEL Schools' Human Resources Department for more information.

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources for additional information.

An employee who is injured and misses work must use available PTO hours to cover the days they are absent if they wish to be paid. Additional compensation for missed work days is subject to state bureau of workers' compensation or Workers' Compensation Insurance guidelines and policies. Contact your Human Resources or your Workers' Compensation claims adjuster for more details.

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

The Company will notify the workers' compensation insurance company if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

SAFETY DRILLS AND EMERGENCIES

The Schools have safety drills and emergency procedures designed for each building. Each employee must understand the drills and procedures and be ready to follow them.

School Building Evacuation. In the event of an emergency evacuation, all employees must follow the Safety Drills and Emergency Procedures as determined for each building. This procedure can be found with the building's School Leader. Emergency evacuation routes are located in each room of the buildings.

PERSONAL CALLS AND LEAVING WORK DURING WORKING TIME

Personal use of School telephones for toll calls is not permitted. Employees should practice discretion when making personal calls (whether on Company phones or personal phones) and may be required to reimburse the School for any charges resulting from their personal use of the telephone. To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

The use of the School-paid postage for personal correspondence is not permitted.

If you need to leave the worksite to conduct personal business, you must first obtain permission from your immediate supervisor. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your availability during the day. Personal visits from friends and family members to the worksite are discouraged.

MEDIA POLICY

To ensure that the School or any of the schools/companies managed by the Company and its affiliates communicates with the media in a consistent, timely and professional manner about matters related to the School (or its affiliates), you should notify your School Leader, the Company's Chief Marketing Officer or the Executive Team that you have been contacted by the media whenever you are asked to speak on behalf of the Company or one of its related or affiliated companies so that the Company knows that a media inquiry has been made. Do not respond to media inquiries on the Company's behalf without authorization. Consistency and clarity of message is critical in speaking on behalf of the School to the public and press. This rule does not prevent you from speaking with the media, but you should not attempt to speak on behalf of the Company unless you have specifically been authorized to do so by an officer of the Company.

Employees are also prohibited from releasing any Confidential Information outside the Company in any media whatsoever, including any and all social media whether general or restricted. For purposes of this policy, Confidential Information, means the same as the definition provided for Confidential Information in the *Confidential Company Information* policy in this handbook. By

way of example, Confidential Information may include nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, and student records of any kind. Refer to our *Confidential Company Information* policy for additional information.

CIVIC AND COMMUNITY ACTIVITIES

The School encourages employees to participate in various civic and community activities unless participation interferes with job responsibilities.

VISITORS IN THE WORKPLACE

To provide for the safety and security of employees and students and the facilities at the School, only authorized visitors are allowed in the workplace. Personal visitors are not allowed unless authorized in advance by the School Leader. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

A visitor will be considered unauthorized if the visitor failed to do any of the following:

- Enter the School through the main entrance;
- Register as a visitor in the front office;
- Receive permission to proceed to any other location in the building.

Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

Please consult your School Leader for more detailed explanation of visitor protocols.

GIFTS AND FAVORS

No employee is to accept a commission, gift, or anything of value above twenty- five dollars (\$25.00) from individuals, groups, clubs or companies within or outside the School that are supplying, or seeking to supply, material or services required in the operation of the School. Acceptance of such gifts may be cause for dismissal. Employees may attend business luncheons with supervisor approval.

The Company discourages the presentation of gifts to employees by students and parents/guardians above twenty-five dollars (\$25.00).

Generally, the School Leader will not allow gifts of any kind intended for a student from any employee to any student(s), for any reason.

JOB PERFORMANCE EVALUATIONS

ACCEL Schools is committed to attracting and retaining a qualified and competent workforce. Employees may receive an annual written performance review and may receive additional performance evaluations at other intervals. Reviews are not guaranteed. A positive performance review does not guarantee either an increase in compensation, promotion or continued employment. Raises, if given, will be at the Company's discretion and may be based on a number of factors, such as the School's performance, department or group performance, and individual performance. This decision must be in writing and approved by an authorized representative of the Company to be effective. The Company reserves the right to make any personnel changes (including termination) before or after performance evaluations.

SOLICITATIONS AND DISTRIBUTION OF LITERATURE

The Company has established the following rules applicable to all employees and nonemployees that govern solicitation, distribution of written material and access to Company property:

- Employees may engage in solicitation activities only during nonworking times. No employee may engage in solicitation during their own working time or during the working time of the employee or the employees at whom such activity is directed;
- Employees may distribute or circulate any written or printed material only in non-work areas, during nonworking times. No employee may distribute or circulate any written or printed material in work areas at any time, or during their own working time or the working time of the employee or employees at whom such activity is directed;
- Nonemployees are not permitted to solicit or to distribute written material for any purpose on Company property; and
- Off-duty employees are not permitted in work areas.

Strict compliance with these rules is required.

As used in this policy, "working time" includes all time for which an employee is paid and/or is scheduled to be performing services for the Company; it does not include break periods, meal periods, or periods in which an employee is not performing and is not scheduled to be performing services or work for the Company.

Bulletin boards are Company property and are for posting official Company business and legally required postings only. Employees are not allowed to post anything on Company or

School bulletin boards, including but not limited to the posting of written solicitations on School bulletin boards.

COMMUNICATIONS

COMPLAINT RESOLUTION PROCEDURE

ACCEL Schools is committed to providing a comfortable and productive work environment for employees. It is important that your concerns are resolved in a timely manner in an atmosphere of open communication and mutual respect. You are encouraged to follow the process below for bringing concerns to management for resolution. Employees will not be penalized for taking advantage of this procedure.

First, discuss the problem with your supervisor. If you do not believe a discussion with your supervisor is appropriate, request a meeting with an ACCEL Schools human resources specialist. In an effort to resolve the problem, the ACCEL Schools human resource specialist will consider the facts and may conduct an investigation.

Please note that some Company policies, such as the Anti-Harassment policy, contain specific reporting procedures that should be followed. Employees should utilize this Complaint Resolution Procedure policy for reports and ideas that are not addressed through the Company's other policies, including but not limited to the Anti-Harassment policy, containing specific complaint or reporting procedures.

BUSINESS EQUIPMENT AND INFORMATION SYSTEMS USAGE POLICY

The Company has significantly invested in telephone services, photocopiers, computers, laptops, tablets, hardware, internet access, e-mail, software, networks, computer accounts, data storage, voicemail and all other types of business equipment and electronic resources provided by the Company (collectively "Business Equipment and Information Systems"). The Company's Business Equipment and Information Systems are vital to keeping our operations flowing smoothly and effectively. The Company's resources are limited and, except as provided expressly in this policy, should be used for business transactions only and not for personal use, unless explicitly authorized by a supervisor. Moreover, employees may not use their own personal devices for work purposes for any reason, at any time, without authorization in advance from a School Leader. A dual use device agreement must be reviewed and signed before this will be permitted.

Monitoring of Business Equipment and Information Systems; No Expectation of Privacy

The Business Equipment and Information Systems provided by the Company, and all information and electronic communications transmitted by, received on or stored on these Information Systems, are the exclusive property of the Company.

The Company (and/or through its authorized representatives) has the right, without notice, in its sole discretion, to monitor, review, retain, disclose and/or take any other appropriate actions regarding (collectively, "Monitoring") any information and electronic communications transmitted through, received by or stored on its Business Equipment and Information Systems

– including e-mails and messages sent or received (whether such e-mails and messages are related to personal or business matters and/or whether they are sent or received using a Company mail account, a non-Company Internet-based account, such as yahoo.com, hotmail.com, gmail.com, or a social networking website), faxes, voicemails, Internet and Intranet communications, access and usage, and documents, files or programs stored on the Company’s Business Equipment and Information Systems. The Company’s rights regarding Monitoring its employees’ use of the Business Equipment and Information Systems exists whenever you use the Company’s Business Equipment and Information Systems, regardless of whether you are working in the office, at home or at another location, and whether or not such use is during official office hours or relates to the Company’s business. Thus, at no time should you believe that you have any expectation of privacy while using any of the Company’s Business Equipment and Information Systems.

Your use of the Company’s Business Equipment and Information Systems constitutes your consent to Monitoring by the Company (and/or its authorized representatives). Therefore, you should not expect privacy or confidentiality in anything you create, download, display, store, send or receive on the Company’s Information Systems, even if it has been deleted, password-protected, encrypted or is marked “confidential,” “private,” “personal,” “privileged” or other words or phrases intended to convey it is private. In addition, the use of passwords to gain access to the Company’s Business Equipment and Information Systems is intended solely to protect the security of the Company’s business and does not confer an expectation of privacy for individual employees. If you wish to avoid the potential of the Company’s accessing and reviewing your personal communications, documents, files or data then you should not use the Company’s Business Equipment and Information Systems for personal purposes and should not save personal material on the Company’s Business Equipment and Information Systems.

Acceptable Use

This policy describes the Company’s general guidelines for using its Business Equipment and Information Systems.

Employees should use the Company’s Business Equipment and Information Systems with the understanding that these resources are provided for the benefit of the Company’s business. Employees may use company e-mail for personal use, during nonworking time, as long as such use complies with company rules and policies, and applicable laws. Employees should never use the Company’s Business Equipment and Information Systems for personal use in a manner that interferes with their work duties or any responsibilities to students or their families.

The following guidelines, which are not all-inclusive, have been established to ensure that employees understand expectations with regard to use of the Company’s Business Equipment and Information Systems:

- You must honor the password and other security provisions of the Company’s Business Equipment and Information Systems. You must not use codes or passwords to gain unauthorized access to other employees’ files or to Company files. You must

not provide access to the Company's the Company's Business Equipment and Information Systems to anyone other than employees of the Company who are authorized users and other authorized users.

- Sending, saving, accessing, or viewing obscene, vulgar, or threatening material on the Company's Business Equipment and Information Systems is prohibited. Messages stored and/or transmitted by the Company's Business Equipment and Information Systems, must not contain content that may reasonably be considered to be obscene or other patently offensive material. Prohibited material includes, but is not limited to, sexual comments, jokes or images, racial slurs, gender-specific comments, or any comments, jokes or images that would discriminate against or harass someone on the basis of their race, color, sex, age, national origin or ancestry, disability, or any other category protected by federal, state or local law.
- Any use of the Company's Business Equipment and Information Systems to engage in harassment or discrimination prohibited by Company policies is unlawful and strictly prohibited.
- The Company's policies apply fully to the use of the Company's Business Equipment and Information Systems. Any use of the Company's Business Equipment and Information Systems that violates a Company policy is prohibited.
- Unless otherwise noted, all software on the internet should be considered copyrighted work. Therefore, employees are prohibited from downloading software and/or modifying any such files without permission from the copyright holder.
- The Company's Business Equipment and Information Systems must not be used for solicitation purposes during working time. The Company's no solicitation rule applies to the use of the Company's Business Equipment and Information Systems.
- Employees may not duplicate any licenses, software or related documentation for use either on the Company's premises or elsewhere unless the Company is expressly authorized to do so by agreement with the licensor. Unauthorized duplication of software may subject users and/or the Company to both civil and criminal penalties under the United States Copyright Act. Employees may not give software to any outsiders including contractors, customers or others. Employees may use software on local area networks or on multiple machines only in accordance with applicable license agreements. Employees may not download software from the internet and install it on their computers. The Company reserves the right to audit any company computer to determine what software is installed on the local drive(s).
- Each employee is responsible for the content of all text, audio or images that they place or send using the Company's Business Equipment and Information Systems. The same standards should be utilized for the creation of messages in connection with an employee's work as would be utilized for other company correspondence or memoranda.

- No messages regarding or relating to the School or Company sent on Company Business Equipment or Information Systems may be transmitted under an assumed name; employees may not transmit messages or other communication by means that either mask or hide their identity or indicate that they are sent by someone else if the messages are sent on Company Business Equipment or Information Systems.
- Employees are not allowed to forward School or Company Confidential Information to their personal email address. For purposes of this policy, Confidential Information, means the same as the definition provided for Confidential Information in the Confidential Company Information policy in this handbook. By way of example, Confidential Information may include nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, and student records of any kind. Refer to our Confidential Company Information policy for additional information.
- You must honor the password and other security provisions of the Company's Business Equipment and Information Systems. You must not use codes or passwords to gain unauthorized access to other employees' files or to Company files. You must not provide access to the Company's the Company's Business Equipment and Information Systems to anyone other than employees of the Company who are authorized users and other authorized users.
- Never disclose personal or system passwords to anyone other than authorized Company representatives. You are not to attempt to gain access to another employee's Company Business Equipment or Information System, including but not limited to, email or voice mail messages.

Violators of this policy may be subject to discipline, up to and including termination of employment.

Computer and Systems Security

All Company Business Equipment and Information Systems and the data stored on them are, and remain at all times, the property of the Company. As such, all messages created, sent or retrieved over the internet or the Company's Business Equipment and Information Systems are the property of the Company, and should be considered company information. The Company reserves the right to retrieve and read any message composed, sent or received using the Company's Business Equipment and Information Systems for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet, email and other messages are not private. Furthermore, all

communications, including but not limited to, text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email or other messages transmitted through a personal, web-based email account using company equipment could be stored on that he Company's Business Equipment and Information Systems; likewise, information regarding internet sites that an employee has accessed may also be stored.

Email and Message Content Screening

The Company maintains the right to screen all inbound and outbound email and other message (e.g. instant messages) content sent or received on the Company's Business Equipment and Information Systems. Messages or attachments that contain obscene or similarly offensive material may be quarantined and held from transmission or receipt until the sender or recipient can verify the message or attached document is work related.

The Company may, in its discretion, review communications to and from a personal account, subject to state laws regarding attorney-client communications.

If an employee wants to communicate with an attorney or send an otherwise confidential piece of communication that they do not want the Company to monitor, the employee should consider using a personal email address and personal computer equipment. If an employee does use company Business Equipment or Information Systems, the employee consents to any monitoring by the Company and should understand that there is no right to privacy with respect to such communications, to the extent permissible under applicable law.

Virus Protection

To prevent computer viruses from being transmitted through the system, employees are not authorized to download any software from the internet onto any Company Business Equipment or Information Systems.

The Company maintains virus protection software on all network servers and filters all inbound and outbound email for virus attachments. Email containing a virus will be quarantined and both the sender and recipient will be informed. If the virus can be removed, the message will be forwarded to the recipient.

Discipline

Violations of this policy will result in discipline, up to and including termination of employment.

SOCIAL MEDIA

Social Media is a powerful tool that has a significant impact on ACCEL Schools and the Company. The Social Media Policy is designed to offer practical guidance for responsible, constructive

communications via social media channels. This Policy does not and cannot cover every possible social media activity. For this reason, the Company relies on your common sense and good judgment to engage in social media activity responsibly. If you are unsure how this Policy may apply to your social media activity, your supervisor or your Human Resources representative is here to help you.

“Social media activity” includes all types of posts and other communications published on the Internet, including but not limited to, posts on social networking or affinity sites (*e.g.*, Facebook, LinkedIn, Instagram); blogs and other on-line journals and diaries (*e.g.*, Blogger, NeoGaf, Tumblr); bulletin boards and chat rooms; microblogs (*e.g.*, Twitter); and posts of photographs, video or audio on media-sharing sites, (*e.g.*, Facebook Live, Flickr, Snapchat, and YouTube). “Social media activity” also includes permitting, or failing to remove, posts by others where the employee can control the content of posts, such as on a personal page or blog.

This Social Media Policy applies:

- to all Company employees,
- to social media activity for business or personal purposes,
- to social media activity while on or off duty, when on or off the Company’s premises, and while using the Company’s or personal electronic resources,
- to social media activity that relates in any way to, or may reflect on or impact, the Company’s business, employees, customers, business partners, vendors, suppliers or competitors, and regardless of whether you identify your affiliation with the Company in your social media activity or in your account profile or post anonymously or using a pseudonym.

Social Media Guidelines

The School values its established brand reputation and good will relationships. These are important corporate assets. When you engage in social media activity, you should keep this in mind and follow the guidelines below:

- Employees are prohibited from being friends with any current students or former students under the age of 18 years old at any of our school entities, on any social media sites or platforms.
- You should not disclose, or post images or video of, any of the Company’s trade secrets or Confidential Information, as that is defined in our Confidential Company Information policy and any Confidentiality Agreement you sign with the Company, in social media. By way of example, Confidential Information may include nonpublic information regarding the Company’s business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial

statements, financial projections, financing methods, pricing strategies, customer sources, and student records of any kind. Refer to our Confidential Company Information policy for additional information.

- Photos of students and or student activities are prohibited without prior written approval from the student’s parent/guardian and the School leader.
- Your social media activity is subject to all pertinent Company policies, including, but not limited to, the Equal Employment Opportunity, Anti-Harassment, business equipment and information systems usage policies, and all other Company policies.
- You should not post content about, or any image of, the Company, management, co-workers or customers that is vulgar, obscene, hateful, threatening, intimidating, knowingly or recklessly false, hate speech, or a violation of the Company’s policies against discrimination, harassment, or hostility on account of a legally protected class, status or characteristic, such as race, age, or disability. You should not make knowingly or recklessly false statements about the Company’s products or services, or the products or services of its customers, vendors or competitors. You should not post any content, image or video of yourself that identifies you as a Company employee and depicts you engaging in illegal conduct, such as acts of violence or the illegal use of drugs, or in conduct that violates any Company policy.
- Limit personal use. You may use the Company’s electronic resources to engage in social media activity for non-business purposes as long as that activity takes place only during nonworking time, does not interfere with your co-workers’ job responsibilities, and complies fully with all Company policies. You may not maintain an open connection to, or stream, any social media site. Such non-business use is a privilege that may be withdrawn if abused.
- Express only your personal opinions. Unless you have received prior authorization from an HR Representative to speak on the Company’s behalf, you should not represent or suggest in any social media activity that you are authorized to speak for the Company, or that the Company has reviewed or approved your content. If that will not be obvious from the content or context of your post, you should include in your post “notaspokesperson” or state in your account profile or post “The views expressed in this account/post are my own. They have not been reviewed or approved by Accel Schools.”
- Identify yourself in endorsements. The Federal Trade Commission requires that endorsements be truthful and not deceptive. If your social media activity endorses the Company’s products or services, i.e., expresses opinions, beliefs, findings or experiences concerning the Company’s products or services, you must disclose your name and position with the Company. For example, you can list the Company as your employer in “About” or “Bio” sections of your social media account. Unless the Company has approved any such endorsement in writing and in advance, you should

specifically post “#notanofficialspokesperson” or state, “The views expressed in this post are my own. They have not been reviewed or approved by Accel Schools.”

- Use privacy settings. You should consider using available privacy filters or settings to block any overly personal information about you from co-workers, customers, vendors or competitors who may have access to your social media activity. You should bear in mind that even when your privacy settings do restrict access to your social media content, your social media friends or connections with access to your content likely will know your affiliation with the Company.
- Think before you post. Diversity and inclusion are core corporate values. Before you post, consider the impact of your words and images on those whose background and perspective may be different from yours, including your co-workers, and the Company’s current and prospective customers, business partners, vendors, suppliers and others who do business with the Company. When you disagree with someone’s views expressed in social media, pause before you respond and strive to be civil in your response. Remember that anyone posting in social media could be someone who does business with the Company.
- Respect intellectual property rights. Respect the intellectual property (IP) rights of the Company and others. You should not use, copy, publish or post the Company’s or someone else’s IP unless you have the legal right to do so. Examples of IP include trademarks, written articles, merchandise information and music. The Company cannot and will not provide employees with legal advice about intellectual property laws, unless the inquiry relates to the Company’s own business interests.
- Safeguard sensitive personal information. To reduce the risk of identity theft, stalking, and similar criminal conduct, you should not disclose personally identifying information (such as Social Security numbers, credit or debit card numbers or financial account numbers) of the Company’s employees, customers, or vendors. Consider your own safety and the safety of others before revealing your own or another’s location, flight numbers, or travel plans. Consider disabling the geolocation feature on any social media channels.
- Media contacts. Only authorized employees may speak to the media on the Company’s behalf. To ensure that the Company communicates with the media in a consistent, timely and professional manner about matters related to the Company, you should direct all media inquiries for comment on the Company’s behalf (or its affiliates) to the Company’s Chief Marketing Officer or the Executive Team.
- Internal contact. Anyone concerned about social media activity relating to the Company that may require a response may contact Human Resources as a resource.
- Connecting In Social Media. Managers should avoid situations that may compromise their ability to lead or make objective management decisions or that might undermine the culture within the location(s); keep this in mind when making or responding to

friend requests, or similar requests to connect in social media. Any employee may reject a friend request from any other employee without fear of retaliation.

- **Personal Profiles.** If you identify yourself as affiliated with the School (for example, while posting a professional profile on a site such as LinkedIn), make sure that you accurately describe your position and your dates of employment and that your profile is consistent with the way that you want to present yourself to colleagues, customers, and others with whom you interact for business purposes. Upon termination of your employment with the School, you should stop representing yourself as a current School employee, for example, by promptly posting the end date of your employment with the School.
- **Restriction On Use Of Corporate E-Mail Address.** Employees may not use their Company e-mail address to register for any external social media account or site, or as an identifier needed to participate in any external social media activity, except to engage in social media activity authorized by the Company and for the Company's business purposes.
- **Restriction On Use Of Social Media To Conduct School Business.** Employees should use only approved social media channels — and not personal social media accounts, profiles, or pages — to conduct School business. Without prior approval from your School Leader, social media should not be used to arrange business meetings, communicate with students or parents about specific school-related matters, or to search for information about current or prospective employees for purposes of making an employment decision.
- **Securities Law Blackouts.** Company has the right to request, in its sole and absolute discretion, that employees temporarily confine their social media activity to matters unrelated to Company if the Company determines this is necessary to ensure compliance with securities regulations or other laws.

INSTITUTIONAL SOCIAL MEDIA

Schools that have a social media page or that would like to start one must contact the Regional Vice President for their school. The page may only be maintained by an officially appointed employee who is identified as being responsible for the page's content. The page must link back to the School web site and the postings should be brief redirecting a visitor to the contents of the School site.

Best Practices:

- The above Social Media Guidelines apply to any posts to the Company's or School's social media site(s)
- Employees are responsible for anything they post to the social media site, so think twice before posting.

- Consider your audience and exercise good judgment. The social media site is available to the public; this includes prospective and current students, future employees, colleagues, and/or peers.
- Names and/or pictures of current or former students are prohibited without the written consent of the student's parent(s) or legal guardian and the School Leader of the building.

Addressing Concerns

Experience demonstrates that you are more likely to resolve concerns about work by speaking directly with your co-workers, supervisor or other management-level personnel, or by contacting human resources, than by posting concerns on the Internet. If you decide to express concerns in social media, avoid posting any content that reasonably could be viewed as malicious, obscene, threatening or intimidating; that includes recklessly or knowingly false statements about employees, customers, or vendors; or that might constitute harassment in violation of our Anti-Harassment policy, bullying in violation of our Anti-Bullying policy, or any other Company policy. Readers of social media who consider posts by an employee to be a violation of our Anti-Harassment Policy or Anti-Bullying Policy should follow the complaint procedures outlined in those policies. The Company takes valid complaints seriously and will investigate them.

Retaliation is Prohibited

The Company prohibits taking adverse action against any employee for reporting a possible violation of this Policy or for cooperating in an investigation. Any employee who retaliates against another employee for reporting a possible violation of this Policy or for cooperating in an investigation will be subject to disciplinary action, up to and including termination of employment.

Enforcement

If you need clarification of any aspect of this policy, contact Human Resources. Employees are solely responsible for their social media activity and will be held accountable for violating this Policy. The Company will, in its discretion, review social media activity to the fullest extent permitted by applicable law.

The Company will impose discipline for violations of this Policy up to and including termination of employment.

If you engage in social media activity anonymously or using a pseudonym, which violates this Policy, the Company will, in appropriate circumstances, take steps to determine your identity. The Company may impose discipline for violations of this Policy even when an employee posts anonymously, using a pseudonym, or without referencing the employee's affiliation with the Company in the employee's posted social media content or account profile.

Nothing in this Policy is intended to, and the Policy will not be applied in a way that would, restrict or otherwise interfere with an employee's right to engage in concerted activity protected by the National Labor Relations Act or other legally protected activities, including the right to communicate with co-workers and others concerning wages, hours, benefits, and other terms or conditions of employment; to self-organize, form, join or assist labor organizations; to bargain collectively with representatives of the employees' choosing; to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection; or to refrain from engaging in such activities.

CONFIDENTIAL COMPANY INFORMATION

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

"Confidential Information" refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company's business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means. By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, student information or records of any kind, employee health/medical records, system designs, and methods of competing.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the

disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

WIRELESS COMMUNICATION DEVICE USE GUIDELINES

ACCEL Schools provides wireless communication devices, including cell phones and hands-free devices, to Employees who have a job-related need for them. These devices are the property of ACCEL Schools. The following guidelines apply and/or must be followed:

- Employees are expected to carry wireless communications devices as directed by their supervisor.
- Employees are responsible for lost or stolen wireless communications devices and must report such losses immediately.
- Employees are responsible to take care of these devices and may be responsible for repairs, depending on the nature of the damage.
- Upon termination of employment for any reason, or at anytime as otherwise may be requested by the Company, the employee must return all Company-issued property, including wireless communication devices.
- The Company may at any time image the device. This may, by way of example, occur when the Company needs to preserve information on the device for litigation or other purposes.
- All Company policies apply to the use of Company-issued wireless communication devices. This includes, but is in no way limited to the Company's Business Equipment and Information Systems Usage Policy.

Employees have no expectation of privacy in their use of Company wireless communication devices. The Company (and/or through its authorized representatives) has the right, without notice, in its sole discretion, to monitor, review, retain, disclose and/or take any other appropriate actions regarding (collectively, "Monitoring") any information and electronic communications transmitted through, received by or stored on its Business Equipment and Information Systems – including e-mails and messages sent or received (whether such e-mails and messages are related to personal or business matters and/or whether they are sent or received using a Company mail account, a non-Company Internet-based account, such as

yahoo.com, hotmail.com, gmail.com, or a social networking website), faxes, voicemails, Internet and Intranet communications, access and usage, and documents, files or programs stored on the Company's Business Equipment and Information Systems. The Company's rights regarding Monitoring its employees' use of the Business Equipment and Information Systems exists whenever you use the Company's Business Equipment and Information Systems, regardless of whether you are working in the office, at home or at another location, and whether or not such use is during official office hours or relates to the Company's business. Thus, at no time should you believe that you have any expectation of privacy while using any of the Company's Business Equipment and Information Systems. Your use of the Company's Business Equipment and Information Systems constitutes your consent to Monitoring by the Company (and/or its authorized representatives). Therefore, you should not expect privacy or confidentiality in anything you create, download, display, store, send or receive on the Company's Information Systems, even if it has been deleted, password-protected, encrypted or is marked "confidential," "private," "personal," "privileged" or other words or phrases intended to convey it is private. In addition, the use of passwords to gain access to the Company's Business Equipment and Information Systems is intended solely to protect the security of the Company's business and does not confer an expectation of privacy for individual employees. If you wish to avoid the potential of the Company's accessing and reviewing your personal communications, documents, files or data then you should not use the Company's Business Equipment and Information Systems for personal purposes and should not save personal material on the Company's Business Equipment and Information Systems.

DRIVING FOR COMPANY BUSINESS

The Company values its employees and the safety of others, and it expects employees to put safety first while driving for work purposes. Employees are prohibited from using wireless communication devices while driving for business purposes unless using a hands-free device. Texting (including composing, sending, or reading) while driving for business purposes is strictly prohibited. You must pull off to the side of the road and park the vehicle in a safe location before placing or accepting a call or before reading or writing e-mail or text messages. You are strongly encouraged to pull off to the side of the road and park the vehicle in a safe location before placing or accepting a call. You should take special care in situations where there is heavy traffic, inclement weather or you are driving in an unfamiliar area.

You are expected to know and follow all local and state laws related to using communication devices while driving. Employees who are charged with traffic violations, or cause accidents or injuries, resulting from their use of personal or Company-issued phones/tablets while driving will be solely responsible for all liabilities, fines, etc., that result, to the extent permissible under the law.

CELLULAR PHONE POLICY

The School provides employees with efficient, cost effective telephone communication equipment and services. The purchase and use of Company or school-owned cellular telephones shall be limited to the requirement and specifications contained in this policy.

The acquisition of Company or School-owned cellular telephones shall be limited to those instances in which there is a demonstrated need for such equipment to perform essential Company business or to improve safety, increase productivity, or in situations in which necessary communications cannot be provided by any other means. The purchase of Company or School-owned cellular telephones shall be subject to written approval by your School Leader. An employee has no right or expectation of privacy in using a Company or school-provided cell phone, including voice mails.

Use of School Owned Cellular Phones

Cellular telephone calls are more expensive than ordinary telephone services. These higher costs shall be weighed against the level of employee need and expected usage. Cellular phones shall be used only when a lower cost alternative is unsafe, inconvenient, or not readily available.

Cellular transmissions can be overheard by others. Discretion is to be used in discussing Confidential Information using cellular communication. By way of example, Confidential Information may include nonpublic information regarding the Company's business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, and student records of any kind. Refer to our *Confidential Company Information* policy for additional information. Employees are responsible for taking reasonable precautions to prevent theft and/or vandalism of cellular equipment. Cellular phone usage must comply with the Company's "Mobile Device Security Policy" below.

Employees cannot add, modify, or remove cellular telephone equipment or services. The Company's Information Technology Department is responsible for adding, modifying, or removing cellular telephones and services. Employees may request authorization for changes from their supervisor. All Company or school-owned cellular telephone purchases, including hardware or software shall be made according to policies established by the Operations and IT departments. You are expected to follow applicable state or federal laws or regulations regarding the use of electronic devices at all times. Telephone records are subject to periodic review by management.

Personal Use

The School recognizes that occasions arise in which personal calls need to be made or received on a Company or school-provided cellular telephone. However, it is intended that cellular telephones be used for Company or school business-related purposes. Personal calls are to be

minimized. Calls home or to the family, etc. by school staff when required to work extended hours shall be considered business calls.

Cellular phones must not be taken on vacation or used when an employee is off duty unless there is a school-related purpose in doing so. Telephone records are subject to periodic review by management.

Non-exempt employees must record all working time while engaging in work, including making and receiving phone calls, texts and email on cell phones when not otherwise clocked in.

The Company reserves the right to monitor the billing and use of all Company or school-owned cellular telephones and has the authority to withhold any un-reimbursed amount from the employee's wages.

Reimbursement for Personal Calls

Employees shall be responsible for reimbursing Accounts Payable for personal calls noted on the monthly cellular service billing.

Termination of Use of School Owned Cellular Phones

If the conditions of this policy are violated by the employee, the School Leader shall terminate the use of Company or school-owned cellular phones by the employee.

Policy for Employee-Owned Cellular Phones

It is Company policy to allow employees to bring personal cellular telephones into work. Making and receiving personal calls should be limited. Use of personal cellular telephones should not result in additional costs to the Company and should not interfere with performance of employee duties or normal business operations. Employees are trusted to exercise good judgment in both the duration and frequency of such calls.

Employees may not use their personal devices for work purposes for any reason, at any time, without authorization in advance from the School Leader.

Upon resignation or termination of employment, or at any time upon request, you may be asked to produce your personal device(s) for inspection. All school or company data on personal devices will be removed by IT upon termination of employment. Failure to follow policies and procedures may result in disciplinary action up to and including termination of employment.

MOBILE DEVICE SECURITY POLICY

Mobile devices must be appropriately secured to prevent sensitive or confidential data from being lost or compromised, to reduce the risk of spreading viruses and to mitigate other forms of abuse of the Company's computing and information infrastructure. Any approved device is

required to have an anti-virus, mobile device management (MDM) and “remote wipe” software installed. This MDM software will store all Company-related information, including calendars, emails and other company-related applications in one area that is password-protected and secure. The IT department must approve any personal device and install all required software prior to the device being used for work-related activities. A mobile device includes but is not limited to a laptop, flash drive, MP3 player, CD’s DVD’s, portable hard drives, tablet, smart phone, or digital camera.

Employees must follow these mobile device security policies:

1. All Company or school issued mobile devices must have encryption turned on.
2. Device authentication must be turned on, on all mobile devices and must have password protection on at all times.
3. Bluetooth capabilities on all mobile devices must be disabled when they are not actively transmitting information. All Bluetooth devices must always be in the “hidden” mode.
4. Whenever possible, all mobile devices must be password protected. Choose and implement a strong password and following policies established by Information Technology for password complexity.
5. The physical security of these devices is the responsibility of the employee to whom the device has been assigned. Devices shall be kept in the employee’s physical presence whenever possible. Whenever a device is being stored, it shall be stored in a secure place, preferably out-of-sight.
6. If a mobile device containing Company data is lost or stolen, whether that device is company property or personally owned, the loss must be promptly reported to the IT Department/Help Desk and proper authorities. Also, be sure to document the serial number of your device now, for reporting purposes, in the event that it is lost or stolen.
7. Sensitive or confidential documents, audio, and video, if stored on the device, must be encrypted if possible.
8. Mobile device options and applications that are not in use must be disabled.
9. Sensitive and Confidential Information must be removed from the mobile device before it is returned or exchanged to a third party and when disposed of. The Company must be contacted to remove any such Confidential Information. By way of example, Confidential Information may include nonpublic information regarding the Company’s business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial

statements, financial projections, financing methods, pricing strategies, customer sources, and student records of any kind. Refer to our Confidential Company Information policy for additional information concerning the definition of Confidential Information.

10. All mobile devices must have enabled screen locking and screen timeout functions.
11. No personal information shall be stored on mobile devices unless it is encrypted and permission is granted from the data owner.
12. Before a mobile device is connected to the IT systems, it shall be scanned for viruses (the user risks having files on the device deleted if any viruses are detected). If media mobile device is used for transitional storage (for example copying data between systems), the data shall be securely deleted from the mobile device immediately upon completion.
13. You should have no expectation of privacy of any correspondence, messages or information located on or sent across the Company's computing and communication systems, regardless of the content or purpose or whether the device is personal or business. This includes email, social media sites, text messages, chat messages, internet searches and stored documents.
14. Cloud-based applications or backup that allows company-related data to be transferred to unsecure parties are prohibited. Additionally, personal devices may not be synchronized to other devices that have not been authorized. Making any modifications to the device hardware or software beyond authorized and routine installation updates is prohibited unless approved by IT. You may not use unsecure Internet sites.

Company owned cell phones and mobile devices remain the property of the Company. Employees have no expectation of privacy in any content contained on Company-issued cell phones and mobile devices. The Company may at any time image the device. This may, by way of example, occur when the Company needs to preserve information on the device for litigation or other purposes. All Company policies apply to the use of Company owned cell phones and mobile devices. This includes, but is in no way limited to the Company's Business Equipment and Information Systems Usage Policy. Employees have no expectation of privacy in their use of Company owned cell phones and mobile devices. The Company (and/or through its authorized representatives) has the right, without notice, in its sole discretion, to monitor, review, retain, disclose and/or take any other appropriate actions regarding (collectively, "Monitoring") any information and electronic communications transmitted through, received by or stored on its Company owned cell phones and mobile devices – including e-mails and messages sent or received (whether such e-mails and messages are related to personal or business matters and/or whether they are sent or received using a Company mail account, a non-Company Internet-based account, such as yahoo.com, hotmail.com, gmail.com, or a social networking website), faxes, voicemails, Internet and Intranet communications, access and usage, and documents, files or

programs stored on the Company owned device. The Company’s rights regarding Monitoring its employees’ use of Company owned cell phones and mobile devices exists whenever you use the Company’s cell phone, regardless of whether you are working in the office, at home or at another location, and whether or not such use is during official office hours or relates to the Company’s business. Thus, at no time should you believe that you have any expectation of privacy while using a Company owned cell phone and mobile device. Your use of the Company’s Business Equipment and Information Systems constitutes your consent to Monitoring by the Company (and/or its authorized representatives). Therefore, you should not expect privacy or confidentiality in anything you create, download, display, store, send or receive on the Company’s cell phones and mobile devices, even if it has been deleted, password-protected, encrypted or is marked “confidential,” “private,” “personal,” “privileged” or other words or phrases intended to convey it is private. In addition, the use of passwords to gain access to the Company’s cell phones and mobile devices is intended solely to protect the security of the Company’s business and does not confer an expectation of privacy for individual employees. If you wish to avoid the potential of the Company’s accessing and reviewing your personal communications, documents, files or data then you should not use the Company’s cell phones and mobile devices for personal purposes and should not save personal material on the Company’s cell phones and mobile devices.

Violation of these technology policies is a serious offense and may result in disciplinary action up to and including termination.

EMPLOYEE BENEFITS

HOLIDAYS

Full-time employees (full-time 12-month staff and full-time 10-month staff) are eligible for paid holidays during each calendar year. A paid holiday does not count as a hours worked in calculating overtime for the week.

ACCEL Schools’ Holiday Calendar observes the following holidays each year.

Holiday	2023 Dates	Holiday	2024 Dates
Independence Day	July 4	New Year’s Day (observed)	January 1
Labor Day	Sept 4	Martin Luther King Day	January 15
Thanksgiving Day	November 23	Presidents Day	February 19
Day after Thanksgiving	November 24	Memorial Day	May 27
Christmas Day (observed)	December 25	Juneteenth	June 19

*Holidays unique to a school are identified in each School’s calendar.

These days are paid days off for full-time 12-month staff, as well as full-time 10- month hourly staff if the holiday falls on a regularly scheduled workday.

Additional days off for instructional staff (Teachers, Instructional Aides) will be communicated by the School Leader at the start of the school year.

When holidays fall or are celebrated on a regular workday, eligible employees will receive one (1) day's holiday pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's holiday pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved PTO period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the PTO day, or the eligible employee will receive an additional PTO day at the option of the School.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave

day, or the eligible employee will receive an additional day off at the option of the Company.

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- Go to <https://e42.ultipro.com>

User ID: Your User ID will be your last name in lowercase with the first initial capitalized, the capitalized first initial of your first name, and the last two digits of your birth year. For example, Jane Doe will have a user name of DoeJ50. Please make sure you capitalize the first initial of your last name and first name.

Password: Your password will be your Birthdate entered as mmddyyyy, no spaces or dash just numbers. For example, Jane Doe with a date of birth of October 5, 1950 will have an initial password of 10051950.

Upon your first login you will be asked to change your password. The requirements are as follows:

- Must be at least 8 characters
- Must contain at least 1 uppercase letter
- Must contain at least 1 lowercase letter
- Must contain at least 1 number and 1 special character.

As you create your new password, each requirement will be greyed out as you fulfill it.

Please make a note of your credentials, so that you can log in at any point in time to view pay stubs or update information.

Access UltiPro via Single Sign On (preferred)

- Go to <https://www.office.com/>
- Sign in using your Active Directory credentials. These are the same credentials you use for your work computer.
- Look under Apps → UltiPro or it may be under All Apps → Other → UltiPro

When logging in for the first time you will be asked the below security questions. Please use the examples for help on formatting.

Date of Birth (Example: mm/dd/yyyy) Address City (Example: Columbus) Last Name (Example: Smith)

Multi-Factor Authentication will still be a required due to the sensitive information. You will need to enter in your access code.

Your personal information is accessible only to you through multiple layers of security and industry-standard data encryption. Since payroll information and other sensitive data are accessible through your account, it is important you do not share your username and password with others.

LEAVE OF ABSENCE

For additional leave of absence policies, see your applicable State Supplement.

LEAVE OF ABSENCE PROCEDURES

Employees requesting leave of absence must submit a Leave of Absence Request Form and contact Unum to start the leave process. Employees absent for three consecutive days are required to follow the leave request procedures. Please ensure you are following call out procedures if in an emergency and contact your supervisor.

Employees must complete the Leave Request Form with the estimated start and end date of your leave and provide to your supervisor to review before submitting to human resources. If the dates change, please let your supervisor and human resources know right away by contacting HR@accelschools.com, or your Human Resource Benefit Partner Team.

Call Unum to notify them of your leave request.

- You can start your leave and STD claim, if applicable, either online or by telephone:
- **Policy #: 637147**
- www.unum.com - Telephone: 866-779-1054
- Monday-Friday - 8:00 a.m. to 8:00 p.m. Eastern

If you are eligible for leave, certification of health care provider form may be required. If so, it will be mailed in your initial leave packet within five (5) business days of filing your leave. You will be provided a minimum of 15 days from the date the leave is requested to complete and return this form.

FAMILY AND MEDICAL LEAVE

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as “FMLA Leave.” In any case, employees will be eligible for the most generous benefits available under applicable law.

A number of states have family leave laws that provide leave benefits which exceed those available to employees under the FMLA. Employees should contact Human Resources at for additional information.

Employees should contact Human Resources at HR@accelschools.com for any FMLA questions they may have and for more detailed information on any additional rights or requirements, if applicable, under state law.

Employee Eligibility

To be eligible for FMLA Leave benefits, employees must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify, they should contact Human Resources.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below (Military Caregiver Leave).

Length of Leave

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave.

However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable "12-month

period" utilized by the Company is a rolling 12-month period measured backward from the date an employee uses FMLA leave. Under this method, the 12-month period is measured backward from the day the employee uses any FMLA leave.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to care for a seriously ill family member, or because the employee is seriously ill and unable to work. Please contact human resources at HR@accelschools.com for more detailed information on intermittent leave.

Leave taken intermittently may be taken in increments of no less than one hour. If FMLA Leave is taken intermittently or on a reduced schedule basis due to foreseeable planned medical treatment, we may require employees to transfer temporarily to an available alternative position with an equivalent pay rate and benefits, including a part-time position, to better accommodate recurring periods of leave.

If employees have been approved for intermittent leave and they request leave time that is unforeseeable, they must specifically reference either the qualifying reason for leave or the need for FMLA leave at the time they call off.

If an employee's request for intermittent leave is approved, the Company may later require employees to obtain recertification of their need for leave. For example, the Company may request recertification if it receives information that casts doubt on an employee's report that an absence qualifies for FMLA Leave.

Notice and Certification

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements

Employees are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational

travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);

- Periodic recertification (upon request); and
- Periodic reports during the leave.

Certification forms are available from Unum. At our expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Human Resources prior to scheduling planned medical treatment.

Recertification After Grant of Leave

In addition to the requirements listed above, if an employee's Family and Medical Leave is certified, the Company may later require medical recertification in connection with an absence that the employee reports as qualifying for Family and Medical Leave. For example, the Company may request recertification if (1) the employee requests an extension of leave; (2) the circumstances of the employee's condition as described by the previous certification change significantly (e.g., employee absences deviate from the duration or frequency set forth in the previous certification; employee's condition becomes more severe than indicated in the original certification; employee's encounter complications); or (3) the Company receives information that casts doubt upon the employee's stated reason for the absence. In addition, the Company may request recertification in connection with an absence after six months have passed since the employee's original certification, regardless of the estimated duration of the serious health condition necessitating the need for leave. Any recertification requested by the Company will be at the employee's expense.

Military Emergency Leave Requirements

Employees are required to provide:

- As much advance notice as is reasonable and practicable under the circumstances;
- A copy of the covered military member's active duty orders when the employee requests leave and/or documentation (such as Rest and Recuperation leave orders) issued by the military setting forth the dates of the military member's leave; and
- A completed Certification of Qualifying Exigency form within 15 calendar days, unless unusual circumstances exist to justify providing the form at a later date.

Certification forms are available from Human Resources.

Failure to Provide Certification and to Return from Leave

Absent unusual circumstances, failure to comply with these notice and certification requirements may result in a delay or denial of the leave. If an employee fails to return to work at leave's expiration and has not obtained an extension of the leave, the Company may presume that the employee does not plan to return to work and has voluntarily terminated their employment.

Compensation During Leave and Upon Return to Work

While FMLA is an unpaid, job-protected leave, you may be required to use all accrued and/or frontloaded paid time off while on leave before going on unpaid leave. Pro-ration results when the employee's actual annual number of workdays is significantly lower than the number estimated at the start of the employment term.

Benefits During Leave

The Company will continue making contributions to employee group health benefits during their leave on the same terms as if employees had continued to actively work. This means that if employees want their benefits coverage to continue during their leave, they must also continue to make the same premium payments that they are now required to make for themselves or their dependents. Employees taking Bonding Leave, Family Care Leave, Serious Health Condition Leave, and Military Emergency Leave will generally be provided with group health benefits for a 12 workweek period. Employees taking Military Caregiver Leave may be eligible to receive group health benefits coverage for up to a maximum of 26 workweeks. In some instances, the Company may recover premiums it paid on the employee's behalf to maintain health coverage if the employee fails to return to work following a FMLA Leave.

The employee's length of service as of the leave will remain intact, but accrued benefits such as PTO, vacation and sick leave may not accrue while on an unpaid FMLA Leave.

Workers' Compensation, other leaves and Family and Medical Leave

If you are eligible for FMLA and are on leave due to a workers' compensation injury that meets the definition of "serious health condition," the absence will also count towards your family and medical leave entitlement. In addition, any leave taken under this policy and/or the FMLA will run concurrent with any other applicable leave law, short-term disability or long-term disability benefits, as may be applicable.

Job Reinstatement

Under most circumstances, employees will be reinstated to the same position they held at the time of the leave or to an equivalent position with equivalent pay, benefits, and other terms and conditions of employment. However, employees have no greater right to reinstatement than if

they had been continuously employed rather than on leave. For example, if an employee would have been laid off if they had not gone on leave or, if the employee's position was eliminated during the leave, then the employee will not be entitled to reinstatement.

Prior to being allowed to return to work, an employee wishing to return from leave that was taken for their own Serious Health Condition Leave may be required submit an acceptable release from a health care provider that certifies the employee may return to work, with or without an accommodation. For an employee on intermittent FMLA leave, such a release may be required if reasonable safety concerns exist regarding the employee's ability to perform their duties, based on the serious health condition for which the employee took the intermittent leave

Key employees may be subject to reinstatement limitations in some circumstances. If employees are considered a "key employee," those employees will be notified of the possible limitations on reinstatement at the time the employee requests a leave of absence.

Confidentiality

Documents relating to medical certifications, recertifications or medical histories of employees or employees' family members will be maintained separately and treated by the Company as confidential medical records, except that in some legally recognized circumstances, the records (or information in them) may be disclosed to supervisors and managers, first aid and safety personnel or government officials.

Fraudulent Use of FMLA Prohibited

An employee who fraudulently obtains Family and Medical Leave from the Company is not protected by FMLA's job restoration or maintenance of health benefits provisions. In addition, the Company will take all available appropriate disciplinary action against such employee due to such fraud.

Nondiscrimination

The Company takes its FMLA obligations very seriously and will not interfere, restrain or deny the exercise of any rights provided by the FMLA. We will not terminate or discriminate against any individual for opposing any practice, or because of involvement in any proceeding related to the FMLA. If an employee believes their FMLA rights have been violated in any way, they should immediately report the matter to Human Resources.

Additional Information Regarding FMLA

A Notice to Employees of Rights Under FMLA (WHD Publication 1420) is attached to this handbook.

BEREAVEMENT LEAVE

Full-time and part-time regular employees may take up to three (3) days off work for the death of a spouse, registered domestic partner, civil union relationship, child, parent, sibling or comparable step-relation, and up to one (1) day off work for the death of all other family members. The eligible time off will be paid. Contact your supervisor as soon as reasonable to request time off for bereavement leave.

JURY DUTY AND WITNESS LEAVE

If you are summoned to jury duty or to appear in court as a witness, the school will continue your pay if required, in accordance with FLSA and applicable law. If you are summoned to jury duty, ACCEL Schools will continue your pay for 5 days of jury service per calendar year. If you are required to serve more than 5 working days of jury service in a calendar year, you will be allowed additional time off without pay to complete the jury service. The school will continue to pay for this extended period of jury service only if required in accordance with FLSA and applicable law. You must notify your supervisor as soon as it is known your jury duty will be extended.

Time off to serve as a witness for a court proceeding is unpaid, except that exempt employees will not incur any reduction in pay for a partial week's absence due to jury duty.

To qualify for either jury or witness duty leave, you must submit a copy of the summons to your supervisor as soon as it is received. In addition, you must also submit to your supervisor a related proof of service when the period of jury or witness duty is completed. No adverse employment action will be taken against employees due to their service as either a juror or witness in state or federal courts.

PERSONAL LEAVE OF ABSENCE

The Company will grant a leave of absence when required by federal, state or local law. This policy applies to requests for leave of absence due to personal reasons unrelated to leave for the employee's own medical condition, a family member's medical condition, or other covered reason for leave under the FMLA or any applicable leave law (e.g. paid sick and safe leave, state/local leave law). In addition, if an employee is eligible for FMLA leave (or applicable state leave law) and the leave is for an FMLA-qualifying reason (or applicable state leave law), the provisions of the FMLA policy (or state leave policy) apply and not this Personal Leave of Absence Policy. If the leave is for the employee's own medical condition or other reason covered under an applicable leave law, the Company will grant employees a leave of absence or other accommodation where required by federal, state or local law. Please refer to the Family and Medical Leave Policy, Disabilities and Accommodations Policy, and other leave policies in this Handbook or your applicable State Supplement for additional leaves and procedures for requesting such leaves. Any leave of absence granted under this Policy will run concurrent with any federal, state or local leave law that also covers employee's leave to the extent permitted under applicable law.

Full-time and part-time employees are eligible to apply for an unpaid personal leave of absence of up to 84 days under this Policy after completion of 12 months of consecutive employment with the Company unless the absence is otherwise required under applicable law. Employees who need a leave of absence for personal reasons may submit a written request for personal leave to Human Resources. Employees seeking to use personal leave are required to provide at least a 30-day advance notice of the need to take leave when the need is foreseeable. When the need for leave is not foreseeable, the employee must give notice as soon as he/she realizes that the need for personal leave is necessary. Notice of such unforeseeable leave must be provided within one or two business days after learning of the need for leave, except under extraordinary circumstances where such notice is not feasible. The request must provide the reason for the leave and the commencement date. It must include the anticipated length of the leave and expected date of return.

Requests for personal leave will be considered and evaluated on an individual basis. Approval or denial of such requests will be entirely at the Company's discretion. Factors taken into consideration when evaluating a request for a leave of absence may include, but are not limited to, the employee's length of service, current staffing levels, current department/store workload, and other business needs.

Personal leave is unpaid. Employees may at their option use accrued PTO days prior to taking time off without pay.

While on leave, employees do not earn benefits or accrue paid leave, except as may be required by law. Benefits will continue in force throughout the period, so long as it is consistent with the terms of the Company's Benefit Plan(s). During any paid leave, the employee's elected payroll contributions will continue automatically. During any unpaid leave, the employee can continue coverage by paying any applicable employee payroll contribution, which is reflected on the employee's pay stub. If premiums change during the employee's leave, the employee will be required to pay the new employee contribution rate. Please note that the Company's maintenance of coverage will end if the employee fails to make their contribution payment. If the Company intends to cancel coverage in the event that a payment has not been received, as specified above, a written notice will be provided to the employee. If the employee has not paid the employee payroll contribution, and the Company has maintained coverage during the leave, the organization may recover the employee's share of any contributions not paid during the period that coverage was maintained. Employees whose benefits entitlement ends may be eligible for continuation of benefits through COBRA continuation coverage. Please contact Human Resources for additional information.

Employees who take a leave of absence are not guaranteed to return to the same assignment, status (full-time or part-time), shift and/or pay rate that they were at before the leave, unless otherwise required by law. The Company will attempt to return an employee to his or her former position or a comparable position upon return from personal leave, at our discretion. Given changing business needs, however, no guarantee of reinstatement can be made. Employees have

no greater right to reinstatement than if they had been continuously employed rather than on leave.

Employees on a leave of absence are expected to communicate their status and intention to return to work with their manager and Human Resources at least 7 days before their scheduled return date. An employee who is unable to return to work at the end of an approved personal leave but who does expect to be able to return to work after an additional period of time may, before the expiration of the approved personal leave, request in writing an extension of the personal leave. This request should be made as far in advance of the expiration of the approved personal leave as is practicable under the circumstances and should be submitted to Human Resources. Extensions of personal leave are not guaranteed and are granted in the discretion of the Company. Failure of an employee to return to work without having requested and received an extension of leave, or who is non-responsive to employer-attempted communications shall be considered as a voluntary resignation.

Nothing in this Handbook, including this policy, provides employees with any leave entitlement, right to reinstatement or continued benefits, unless otherwise required by law. If you have any questions, contact Human Resources.

VOTING LEAVE

Employees are encouraged to fulfill their civic responsibility by voting in local, state and national elections. If you are unable to reach your polling place outside of work hours, you may take up to 2 hours of unpaid time off to vote. You are required to provide reasonable notice to your supervisor, and evidence of voting may be required.

MILITARY LEAVE

Federal law provides employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

State laws may also provide an employee with rights to take military leave. If the employee works in a state that provides rights in addition to those provided under USERRA, the Company will provide those rights.

A leave of absence without pay for military or reserve duty or National Guard training will be granted to employees. Advance notice of leave is required, preferably in writing, unless giving of notice is impossible or unreasonable, or notice is prohibited by military necessity (which is defined by the United States Department of Defense). When notice is required, employees must provide their supervisor with as much advance notice as possible of any anticipated leave of absence for military service. The employee may use any accrued but unused vacation time or paid time off. Exempt employees who perform any work in a week in which they also have

military duty will be paid their full salary. Eligibility for reinstatement following a military leave of absence will be determined in accordance with applicable federal and state laws.

If an employee plans to request leave based on military service, they should contact Human Resources at HR@accelschools.com for more indepth information on any additional rights or requirements, if applicable, under state law.

HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received and read the Company's Employee Handbook and accompanying state handbook supplements for the state in which I work ("the Handbook"), dated July 1, 2022, and understand that violations of the policies contained in the Handbook including, but not limited to, the Anti-Harassment Policy, could result in disciplinary action, up to and including termination.

I further agree and consent to all policies contained herein and understand that the information contained in the Handbook represents guidelines for the Company and that the Company reserves the right to modify the Handbook or amend or terminate any policy, procedure or employee benefit program at any time. No oral statements or representations can change the provisions of the Handbook or supplement. Furthermore, the Company's policy of at-will employment can only be changed as stated in the paragraph below.

I further understand that the contents of the Handbook do not form a written employment contract for employment for a specific term or duration and that the employment relationship may be terminated at any time for any reason, with or without cause or notice, by me or the Company. My employment with ACCEL Schools is at-will, unless a duly authorized written employment agreement signed by the President or Vice President of the Company, with ACCEL Schools provides otherwise.

I further understand that no manager, supervisor or other representative of the Company, other than the President or Vice President, has any authority to change my at-will status or enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be duly authorized and enforceable unless it is in writing and signed by both parties.

My signature below certifies that I understand the at-will employment relationship between the Company and myself.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

I understand and acknowledge that nothing in this Employee handbook or in any other document or policy is intended to prohibit me from reporting concerns to, filing a charge or complaint with, making lawful disclosures to, providing documents or other information to or participating in an investigation or hearing conducted by the Equal Employment Opportunity Commission ("EEOC"), National Labor Relations Board ("NLRB"), Securities and Exchange Commission ("SEC") or any other federal, state or local agency charged with the enforcement of any laws.

I also understand and acknowledge that nothing about the policies and procedures set forth in this handbook should be construed to interfere with any employee rights provided under state or federal law, including Section 7 of the National Labor Relations Act

I have read and understand the above statements.

Employee Signature

Date

Print Name

Please sign and return one acknowledgment to your supervisor and retain the other for your records.

ACKNOWLEDGMENT OF RECEIPT OF ANTI-HARASSMENT POLICY

(Effective , 2023)

It is ACCEL School’s policy to provide a work environment that is free of sexual harassment and other unlawful harassment. As a result, the Company maintains a strict policy prohibiting sexual harassment and harassment against any applicant or employees based on any legally-recognized status, including, but not limited to: race, color, religion, sex, pregnancy (including lactation, childbirth or related medical conditions), sexual orientation, gender identity, age (40 and over), national origin or ancestry, physical or mental disability, genetic information (including testing and characteristics), veteran status, citizenship status, uniformed servicemember status or any other status protected by federal, state or local law.

I acknowledge that I have been provided with a copy of, have read, and understand ACCEL School’s Anti-Harassment Policy and any additional provisions for Anti-Harassment in the State Supplement for the state in which I work. I agree to comply with these policies.

I understand that if I feel I have been subject to conduct that violates ACCEL School’s Anti-Harassment Policy, or if I am aware of such conduct, I should immediately report the matter to my direct supervisor, manager or School Leader.

I understand that I will be subject to disciplinary action, up to and including termination of employment, if I violate ACCEL School’s Anti-Harassment Policy.

I have read and I understand ACCEL School’s Anti-Harassment Policy.

Employee's Printed Name: _____

Employee's Signature: _____

Date: _____

The signed original copy of this receipt should be given to Human Resources - it will be filed in your personnel file

Your Employee Rights Under the Family and Medical Leave Act

What is FMLA leave?

The Family and Medical Leave Act (FMLA) is a federal law that provides eligible employees with **job-protected leave** for qualifying family and medical reasons. The U.S. Department of Labor's Wage and Hour Division (WHD) enforces the FMLA for most employees.

Eligible employees can take **up to 12 workweeks** of FMLA leave in a 12-month period for:

- The birth, adoption or foster placement of a child with you,
- Your serious mental or physical health condition that makes you unable to work,
- To care for your spouse, child or parent with a serious mental or physical health condition, and
- Certain qualifying reasons related to the foreign deployment of your spouse, child or parent who is a military servicemember.

An eligible employee who is the spouse, child, parent or next of kin of a covered servicemember with a serious injury or illness **may take up to 26 workweeks** of FMLA leave in a single 12-month period to care for the servicemember.

You have the right to use FMLA leave in **one block of time**. When it is medically necessary or otherwise permitted, you may take FMLA leave **intermittently in separate blocks of time, or on a reduced schedule** by working less hours each day or week. Read Fact Sheet #28M(c) for more information.

FMLA leave is **not paid leave**, but you may choose, or be required by your employer, to use any employer-provided paid leave if your employer's paid leave policy covers the reason for which you need FMLA leave.

Am I eligible to take FMLA leave?

You are an **eligible employee** if **all** of the following apply:

- You work for a covered employer,
- You have worked for your employer at least 12 months,
- You have at least 1,250 hours of service for your employer during the 12 months before your leave, and
- Your employer has at least 50 employees within 75 miles of your work location.

Airline flight crew employees have different "hours of service" requirements.

You work for a **covered employer** if **one** of the following applies:

- You work for a private employer that had at least 50 employees during at least 20 workweeks in the current or previous calendar year,
- You work for an elementary or public or private secondary school, or
- You work for a public agency, such as a local, state or federal government agency. Most federal employees are covered by Title II of the FMLA, administered by the Office of Personnel Management.

How do I request FMLA leave?

Generally, to request FMLA leave you **must**:

- Follow your employer's normal policies for requesting leave,
- Give notice at least 30 days before your need for FMLA leave, or
- If advance notice is not possible, give notice as soon as possible.

You **do not have to share a medical diagnosis** but must provide enough information to your employer so they can determine whether the leave qualifies for FMLA protection. You **must also inform your employer if FMLA leave was previously taken** or approved for the same reason when requesting additional leave.

Your employer **may request certification** from a health care provider to verify medical leave and may request certification of a qualifying exigency.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.

State employees may be subject to certain limitations in pursuit of direct lawsuits regarding leave for their own serious health conditions. Most federal and certain congressional employees are also covered by the law but are subject to the jurisdiction of the U.S. Office of Personnel Management or Congress.

What does my employer need to do?

If you are eligible for FMLA leave, your employer **must**:

- Allow you to take job-protected time off work for a qualifying reason,
- Continue your group health plan coverage while you are on leave on the same basis as if you had not taken leave, and
- Allow you to return to the same job, or a virtually identical job with the same pay, benefits and other working conditions, including shift and location, at the end of your leave.

Your employer **cannot interfere with your FMLA rights** or threaten or punish you for exercising your rights under the law. For example, your employer cannot retaliate against you for requesting FMLA leave or cooperating with a WHD investigation.

After becoming aware that your need for leave is for a reason that may qualify under the FMLA, your employer **must confirm whether you are eligible** or not eligible for FMLA leave. If your employer determines that you are eligible, your employer **must notify you in writing**:

- About your FMLA rights and responsibilities, and
- How much of your requested leave, if any, will be FMLA-protected leave.

Where can I find more information?

Call 1-866-487-9243 or visit doL.gov/fmla to learn more.

If you believe your rights under the FMLA have been violated, you may file a complaint with WHD or file a private lawsuit against your employer in court. **Scan the QR code to learn about our WHD complaint process.**



WAGE AND HOUR DIVISION
UNITED STATES DEPARTMENT OF LABOR

SCAN ME





**PTO Policy for ACCEL Schools employees
at the Brick & Mortar Schools in Ohio, Michigan, and West Virginia**

PAID TIME OFF (PTO)

ACCEL Schools will offer a combined Paid Time Off (PTO) benefit for full-time employees to use for any reason, including vacation, illness, care of family members, personal business, or unexpected emergencies. In some circumstances, federal, state or local laws require that employees be provided time off that may specifically be used for paid sick and safe time purposes. However, the Company also recognizes that not all employees will need to take time off from work for those reasons. The Company provides a single PTO benefit to provide you with the flexibility to take your time off work consistent with your needs.

Eligibility

All regular full-time ACCEL Schools employees are eligible for PTO as described in this policy if they work at the brick and mortar schools in Ohio and Michigan.

Annual Grant of PTO

The Company provides an annual grant of PTO to eligible employees at the beginning of the employee's benefit year.¹ For employees hired after the start of the benefit year, the Company will grant a prorated amount of PTO upon commencement of employment, calculated based upon the employee's first date of employment.

Eligible employees will be granted PTO as follows:

Completed School Years Worked*	10-Month Staff: PTO Granted Annually		
	Date of Hire		
	July 1, 2023 – October 1, 2023	October 2, 2023 – November 19, 2023	On or After November 20, 2023
Date of Hire through End of 1st Year	10 days (80 hours)	7 days (56 hours)	4 days (32 hours)
Start of 2nd Year through End of 2nd Year	10 days (80 hours)		
Start of 3rd Year through End of 6th Year	12 days (96 hours)		
Start of 7th Year and Continuing Thereafter	15 days (120 hours)		
Maximum School Year Accrual	Annual Benefit + 5 days		

*School Years Worked is defined as uninterrupted employment in consecutive school years.

¹ For purposes of this policy, the "benefit year" for 10-month staff is August 1, 2023 through July 31, 2024. The "benefit year" for 11- and 12-month administrative and operational staff is July 1, 2023 through June 30, 2024. An employee's benefit year will be identified in their annual offer letter.

	11-Month Staff: PTO Granted Annually		
	Date of Hire		
Completed School Years Worked*	July 1, 2023 – October 1, 2023	October 2, 2023 – November 18, 2023	On or After November 19, 2023
Date of Hire through End of 2nd Year	11 days (88 hours)	8 days (64 hours)	5 days (40 hours)
Start of 3rd Year through End of 6th Year	13 days (104 hours)		
Start of 7th Year and Continuing Thereafter	16 days (128 hours)		
Maximum School Year Accrual	Annual Benefit + 5 days		

*School Years Worked is defined as uninterrupted employment in consecutive school years.

	12-Month Administrative and Operational Staff: PTO Granted Annually		
	Date of Hire		
Completed School Years Worked*	July 1, 2023 – October 1, 2023	October 2, 2023 – November 19, 2023	On or After November 20, 2023
Date of Hire through End of 2nd Year	15 days (120 hours)	10 days (80 hours)	5 days (40 hours)
Start of 3rd Year through End of 6th Year	18 days (144 hours)		
Start of 7th Year and Continuing Thereafter	20 days (160 hours)		
Maximum School Year Accrual	Annual Benefit + 5 Days		

* School Years Worked is defined as uninterrupted employment in consecutive school years.

On non-instructional days that are not designated as Company holidays, 12-month employees are to utilize PTO if they are not working, to the extent permitted by applicable law.

Prior to the start of the benefit year or their first day of work, whichever is later , employees may elect to carry over or cash out a limited number of unused PTO days. Employees must work until the end of the School Year and remain in good standing throughout the School Year as defined by the school in order to carry over or be paid out for unused PTO days.

Work and Pay Schedule	Maximum Unused PTO Carryover	Maximum Unused PTO Payout
10 or 11-month salaried	5 days	3 days @ \$165/day
10 or 11-month hourly		3 days, calculated based on regular daily rate, not to exceed 8 hours per day
12-month salaried		
12-month hourly		

Otherwise, PTO that remains unused at the end of a calendar year will be lost and will not carry over from one year to the next.

Requesting and Using PTO

Employees must obtain their Supervisor's written approval when they plan to use PTO. Where possible, employees are expected to provide at least two weeks' advance notice to their Supervisor. If advance notice is not possible due to an emergency situation, employees still must follow the established call-off and any appropriate leave request procedure.

Absences from work that are not covered by PTO or another type of authorized leave will be considered unpaid and unexcused and may result in disciplinary action, up to and including termination of employment.

So that the Company may schedule work and plan for business requirements, you should give as much notice as possible in scheduling time off. If there are conflicting dates, preference generally will be given to the employee who has the most tenure (or the employee with a medical need for their absence, where applicable). A more junior employee who already has an approved PTO schedule will not, however, be bumped by a more tenured employee.

If planned PTO has to be canceled due to the needs of the Company and you are unable to reschedule the time off within the year, the Company reserves the option of paying you in lieu of taking the canceled PTO or allowing you to reschedule your time off.

Employees may use PTO in four (4) hour increments. Use of PTO must be recorded in Novatime. The Company reserves the right to require you to use available PTO, including during periods of furlough or other shutdown, at its discretion. To the extent permitted by law, employees must use any available PTO during an unpaid leave of absence.

Unless otherwise required by applicable law, the use of PTO will not be approved during the following: the first four weeks or last two weeks of the School Year; the day before or day after a holiday break; during state and/or district level testing; during in-services/professional development days; or on any other "blackout" date designated by the school.

No more than three (3) days of PTO may be used in the first two (2) months of

employment. Except in extraordinary circumstances, or as otherwise permitted by applicable law, Instructional Staff may use no more than one (1) PTO day in any given calendar month.

Payment for PTO

Employees will be paid for PTO at the employee's base salary or base hourly rate of pay. PTO is not considered "hours worked" for the purposes of calculating overtime.

PTO Donation

In certain circumstances, employees may be permitted to donate their PTO to other eligible employees. Contact Human Resources at hr@accelschools.com for more information regarding PTO donation.

Separation from Employment

Unused PTO will be forfeited and will not be paid out upon separation from employment for any reason.

State and Local Compliance

The Company uses PTO to comply with its obligation to provide paid sick and safe time to employees under applicable law, including but not limited to Michigan's Paid Medical Leave Act. Employees eligible for PTO under this policy may use their PTO for paid sick and safe time and will not be provided an additional time off benefit. Employees should review the state supplement to their Employee Handbook for additional information about using PTO for paid sick and safe time purposes.

Additional Information

Employees who have questions about the PTO Policy for ACCEL Schools Employees at the Brick & Mortar Schools in Ohio & Michigan should contact Human Resources at HR@accelschools.com

The Company reserves the right to modify, amend, suspend or discontinue this policy at any time without prior notice. The Company has the exclusive right to interpret this policy.



WEST VIRGINIA SUPPLEMENT

Revised August 1, 2023

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GENERAL INFORMATION

About This West Virginia Supplement

The Company is committed to workplace policies and practices that comply with federal, state and local laws. For this reason, West Virginia employees will receive the Company's national handbook ("National Handbook") and the West Virginia Supplement to the National Handbook ("West Virginia Supplement") (together, the "Employee Handbook").

The West Virginia Supplement applies only to West Virginia employees. It is intended as a resource containing specific provisions derived under West Virginia law that apply to the employee's employment. It should be read together with the National Handbook and, to the extent that the policies in the West Virginia Supplement are different from, or more generous than those in the National Handbook, the policies in the West Virginia Supplement will apply.

The West Virginia Supplement is not intended to create a contract of continued employment or alter the at-will employment relationship. **Only an Officer of the Company or that person's authorized representative has the authority to enter into an agreement that alters the at-will employment relationship and any such agreement must be in writing signed by an Officer of the Company or an authorized representative.**

If employees have any questions about these policies, they should contact their Human Resources representative.

COMMITMENT TO DIVERSITY

Equal Employment Opportunity

As set forth in the National Handbook, The Company is committed to equal employment opportunity and to compliance with federal antidiscrimination laws. We also comply with West Virginia law, which prohibits discrimination and harassment against any employees or applicants for employment based on race, religion, color, national origin, ancestry, sex, age (40 and over), blindness, disability, pregnancy and off-duty, off-premises tobacco use. Company will not tolerate discrimination or harassment based upon these characteristics or any other characteristic protected by applicable federal, state or local law.

Pregnancy Accommodation

The Company will provide reasonable accommodation for an employee's known limitations related to pregnancy, childbirth or related medical conditions, so long as the requested accommodation does not pose an undue hardship. Employees who wish to request an accommodation under this policy should contact Human Resources.

Examples of reasonable accommodations include, but are not limited to:

- Bathroom breaks;
- Water breaks;
- Periodic rest;
- Assistance with manual labor;
- Time off for medical appointments;
- Modified work policies or procedures;
- Temporary transfers to less strenuous or hazardous work;
- More time to eat or more frequent food breaks;
- Breaks to take prescribed medication; or
- Access to existing facilities that are more convenient and usable by a woman affected by pregnancy.

Employees requesting an accommodation will need to provide written documentation from a health care provider that specifies the employee's limitations and suggests what accommodations would address those limitations.

COMPENSATION PRACTICES

Meal Breaks

Employees will be provided at least a 20-minute meal break when they work six or more hours. An exception may arise when an employee is afforded necessary breaks and/or has an opportunity and is permitted to eat lunch while working. Meal breaks will occur at times reasonably designated by the Company. Employees may not take a shorter meal period or skip a meal period to leave early.

An uninterrupted meal break lasting 30 minutes or more will be unpaid for nonexempt employees.

Employees who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify a supervisor and/or Human Resources.

Meal Breaks for Employees Under Age 16

Employees under the age of 16 who work more than five continuous hours will be provided an uninterrupted 30-minute meal break. During the meal break, employees will

be relieved of all duties. An uninterrupted 30-minute meal period will be unpaid for nonexempt employees.

Employees may not take a shorter meal period or skip a meal period to leave early.

All nonexempt employees must record their meal breaks.

Employees who are unable to take all of the meal breaks to which they are entitled in accordance with this policy, or who have been prevented or discouraged from taking a break to which they are entitled under this policy, should immediately notify a supervisor and/or Human Resources.

TIME OFF AND LEAVES OF ABSENCE

Time Off to Vote

The Company encourages all employees to fulfill their civic responsibilities and to vote in public elections. Most employees' schedules provide sufficient time to vote either before or after working hours.

Employees that have less than three hours outside of working hours to vote while the polls are open may take up to three hours off from work, without loss of pay to vote. Any additional time off will be without pay for nonexempt employees.

Employees must provide written notice of the need for time off at least three days prior to Election Day so that the time off can be scheduled to minimize disruption to normal work schedules.

The Company will not penalize any employee for properly requesting or taking leave under this section.

Military Leave—Reinstatement From Active Duty

In addition to the military leave rights set forth in the National Handbook, employees who are members of the organized militia in the active service of West Virginia or another state are entitled to the same reemployment rights granted to members of the reserve components of the U.S. armed forces pursuant to USERRA. "Organized militia" means the West Virginia National Guard, Army and Air National Guard, and the inactive National Guard, including a member, unit, component, element, headquarters, staff or cadre thereof.

Civil Air Patrol Leave

Eligible employees who are members of the West Virginia wing of the Civil Air Patrol will be allowed up to 10 days of unpaid leave annually for the purpose of participating in Civil Air Patrol training for an emergency mission and 30 days of unpaid leave for the purpose of responding to an emergency mission. Employees will not be required to exhaust

available leave or time-off benefits prior to taking unpaid Civil Air Patrol leave and will not lose any benefit accrued before the first day of Civil Air Patrol leave.

Employees cannot use Civil Air Patrol leave concurrently with leave under any other provision of state or federal law.

Employees seeking leave to attend training must give the Company 14 days' notice prior to taking leave and must provide the intended dates of the beginning and end of leave together with an estimate of the time needed to complete the training. Employees seeking leave for an emergency mission must provide as much notice as possible of the intended dates of the beginning and end of leave together with an estimate of the time needed to complete the emergency mission. Employees must notify the Company of any changes in the time required to complete the training or mission.

Employees will be reinstated to their prior position or to a position with equivalent seniority status, pay, benefits and employment conditions upon return, unless the Company cannot restore the employee because of unrelated circumstances.

The Company will not discharge, fine, suspend, expel, discipline or otherwise penalize a Civil Air Patrol member because of his or her absence due to the use of Civil Air Patrol leave or because the employee opposes a practice that is not in compliance with this policy or the West Virginia law on Civil Air Patrol leave

Volunteer Emergency Responder Leave

The Company will not terminate or discriminate against an employee who is a volunteer firefighter or member of a volunteer emergency medical services and who is late or absent from work to respond to an emergency. The Company will provide unpaid leave for those employees who choose to volunteer their time as a volunteer emergency responder. However, the Company will request, and the employee must provide, a statement from a supervisor indicating that the employee responded to an emergency and providing the date and time of the employee's response.

Leave for Public Officials Performing Public Duties

Employees who are elected or appointed to part-time office are entitled to a leave of absence in order to perform official duties. Time off under this policy will be without pay.

Attachment E - Budget

WEST VIRGINIA FINANCIAL MODEL
 Projected Operations Beginning FY2025
 Assumed Starting FTE of 300

FINANCIAL MODEL	2025	2026	2027	2028	2029	Notes
FTEs ¹	300	325	350	375	400	
Revenue						
<i>State Per Pupil Funding</i>	7,103	7,458	7,831	8,222	8,633	<i>Assumes yearly growth rate of 5%</i>
State Revenue	2,130,816	2,423,803	2,740,762	3,083,357	3,453,360	
<i>Federal Per Pupil Funding</i>	750	1,200	1,236	1,273	1,311	<i>Assumes yearly growth rate of 3%</i>
Federal Revenue	225,000	390,000	432,600	477,405	524,509	
<i>State High Acuity Recovery Rate</i>	50%	50%	50%	50%	50%	<i>Assumes 50% of SPED Cost will be eligible for High Acuity reimbursement, however funded at 28%</i>
State High Acuity Revenue	70,980	76,895	82,810	88,725	94,640	
<i>CSP Per Pupil Funding</i>	1,000	1,500	1,500	-	-	
CSP Revenue	300,000	487,500	525,000	-	-	
Total Revenue	2,726,796	3,378,198	3,781,172	3,649,487	4,072,509	
Expenses						
Salaries and Wages	1,028,000	1,102,100	1,222,157	1,304,716	1,436,149	
Fringe ²	102,800	110,210	122,216	130,472	143,615	Fringe Rate = 10.0%
Management Fees	409,019	506,730	567,176	547,423	610,876	Management fee rate of 15%, based on total revenue
Sponsor Fees	21,308	24,238	27,408	30,834	34,534	Sponsor fee rate of 1%
Facilities - Rent	319,622	363,570	411,114	462,504	518,004	15.0% of state revenue
Facilities - Other	70,000	72,100	74,263	76,491	78,786	\$5000 per month + Utilities
Supplies & Materials	133,594	135,517	150,319	165,888	182,256	Start up rate per FTE followed by ongoing rate
Technology Platform	51,000	56,908	63,124	69,661	76,535	Assumes per FTE fee of \$170
Tech Support Services	20,880	21,506	22,152	22,816	23,501	Assumes annual fee of 20,880
Food Expense	103,418	115,397	128,002	141,259	155,197	Food Service Expense based on outsourced model
Legal & Audit	67,000	63,650	65,560	67,526	69,552	
Marketing	40,000	38,000	39,140	40,314	41,524	Marketing acquisition costs
SPED	507,000	549,250	591,500	633,750	676,000	13% of FTEs at \$13K per student
Total Expenses	2,873,642	3,159,176	3,484,129	3,693,654	4,046,527	
NET SURPLUS / (DEFICIT)	(146,846)	219,022	297,043	(44,167)	25,982	

Notes:

1. Building capacity of +450 students
2. Assumes participation in the state retirement system

Attachment F – Fiscal and Internal Control Policies

Financial Policies

Description of Internal Control Procedures

Fiscal Management Overview

The Academy strives to reflect sound economic and accounting policies in the operation of its school and believes that having established procedures and strong internal controls is an integral part of delivering its educational model and achieving its mission of serving at-risk youth.

The following specifically addresses the policies, procedures, and internal control practices the school will follow.

Fiscal Management Procedures

As described more fully later on in this application, the management organization will manage the day-to-day operations of the school, including facilities management, equipment, purchasing, technology, operational support services, human resources and training, grant management and financial reporting and compliance. As a result, the accounting policies and procedures defined herein are applicable to the management organization and/or the Governing Authority as specified.

I. PAYROLL

The management organization's Human Resources Department is responsible for monitoring the hiring of employees, authorizing salaries, initiating employment contracts and maintaining staffing levels.

All approved employment contracts by the management organization and other required employee data are entered into the payroll system and forwarded to the payroll department for processing on the pay dates. All contracts are paid over 26 pays and are pro-rated for varying dates of hire.

Before each pay, any changes (new hire, termination, pay increase, etc.) are forwarded by the administrative staff working at the school to the Human Resources department for review and entering into the personnel records. Approved changes are then forwarded to the payroll manager and reviewed for reasonableness prior to being given to the payroll processors.

The administrative staff is responsible for reporting staff absences and the use of substitute employees. Absentee reports are submitted on the Friday of each pay period. These reports are submitted to the Human Resources department and are used to update employee leave balances. Leave taken without sufficient leave balances is docked from the employee's pay.

All insurance and other deductions are submitted to the Human Resources department on the required forms and maintained in the employee personnel file. Such deductions are made from the employees' pay once approved by the Human Resources department.

II. PURCHASING

The management organization is responsible for assuring that all purchases against the assigned budget are appropriate and necessary.

The purchasing process is initiated when the Administrator at the school or their designee submits a purchase requisition request to the Purchasing Department. Once approved by the Purchasing Manager, a pre-numbered purchase order is generated and signed by the manager. The order is then placed directly with the specified vendor. When required or appropriate, the school will follow and meet all of the requirements of the procurement laws as dictated in the State Code.

III. RECEIVING

Once goods and services are received, the outstanding purchase order is then closed. This is done electronically and signals to the Accounts Payable Department that payment for the order is now authorized. A copy of the closed purchase order is printed and attached to the invoice at the time of payment.

IV. ACCOUNTS PAYABLE

All vendor invoices for purchases in connection with the day-to-day operation of the school are received and retained by the Finance Department. Once an invoice is received it is matched to the closed purchase order and reviewed for reasonableness or obvious errors. (Invoices are verified by checking extensions, footing, discounts and freight terms.) Once the documents are matched, the Accounts Payable clerk will assign the specific accounts that should be charged in relation to the type of expense incurred. The account distribution is verified and any necessary changes are noted on the invoice.

The invoices to be paid are then entered into the school's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the Controller. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the Controller approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the Accounts Payable clerk and presented to the Controller for a final review. Once approved, the check is then authorized for release.

No manual checks are authorized without the consent of the Controller.

All bank accounts are reconciled on a monthly basis by the Controller's assistant. The Controller then reviews and approves the completed reconciliation. Any necessary adjustments to the general ledger are made at the time of reconciliation.

Governing Authority

All vendor invoices for purchases in connection with the Governing Authority's operational expenses are received and retained by the Governing Authority's fiscal officer.

The invoices to be paid are then entered into the school's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the fiscal officer. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the fiscal officer approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the fiscal officer and presented to the Board President and Board Treasurer for a final review. Once approved, the check is then authorized for release.

VI. CASH RECEIPTS

All monies received directly by the school are receipted on pre-numbered, 3-ply, receipts. The pre-numbered receipts prepared for monies collected must include the payer, date, amount, fund, receipt code and a description of payment. The person initiating the receipt will sign the receipt. The original receipt is given to the payer, a designated copy is forwarded to the Fiscal Officer and the person initiating the receipt retains the third copy.

All cash collections are deposited into the appropriate bank account on a regular, if not daily, basis. All deposits are then recorded in the general ledger by the Fiscal Officer. The majority of cash collections will be received electronically by the school's bank via EFT/ACH. Such deposits will be recorded to the general ledger at the time of receipt.

VII. Accounts Receivable

To the extent required, the Finance Department will generate invoices to outside entities/agencies. Such invoices will be generated through the accounting system, reviewed by the Controller and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Finance Department will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system. On a regular basis, no less than monthly, outstanding invoices left unpaid will be Reviewed for collectability by the Controller. Action to be taken on uncollectible accounts will be determined at that time based on the specific circumstances that may exist.

Governing Authority

To the extent required, the Fiscal Officer will generate invoices to outside entities/agencies. Such invoices will be generated through the accounting system, reviewed by the Fiscal Officer and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Fiscal Officer will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system. On a regular basis, no less than monthly, outstanding invoices left unpaid will be Reviewed for collectability by the Fiscal Officer. Action to be taken on uncollectible accounts will be determined at that time based on the specific circumstances that may exist.

VIII. INVESTMENTS

The school will maintain all monies and cash balances in an interest-bearing checking account. Interest generated on balances maintained is credited by the financial institution on a monthly basis. The amount of interest earned is receipted and recorded in the general ledger when the credit is received.

Note: Initially, the school will not maintain any investments beyond interest bearing instruments available through its financial institution. At such time that the school is able to consider a more

diverse investment strategy, a board-approved Investment Policy will be put in place to specifically address the types of instruments the school will be invested in as permitted by law.

IX. FIXED ASSETS

The school will follow a policy of capitalizing individual assets costing greater than \$5,000. The school through the direction of the management organization's Finance Department will maintain a record of all assets meeting the criteria for capitalization and owned by the school in a fixed asset database.

The database shall include the following information:

- Asset tag number
- Description
- Serial number (if available)
- Check number
- Acquisition date
- Location
- Estimated life

All depreciation related to the maintaining of these assets will be calculated by the database. At least annually, a physical inventory of the school will be performed by the management organization's Finance Department. All requests for removal of surplus property, deletions and discards must be approved by the Governing Authority. All requests must be processed through the management organization's Finance Department. In no case should equipment be removed or discarded without prior authorization from the Governing Authority.

X. GRANT PROGRAMS

All applications for supplemental grant funding through State and/or Federal sources require approval of the Governing authority. Upon receipt of an award notice, a budget document is prepared and submitted to the Controller for review and processing. New award budgets are presented to the school's governing board and then forwarded to the State Department of Education for approval. Final approved budgets are returned to the Controller and are made part of the school's operating budget. The Finance Department/ Controller monitors grant award budgets. The program Coordinator acts as a control agent and is responsible for monitoring any specific compliance issues related to the grant.

XI. MONTH END PROCEDURES

On a monthly basis, the Fiscal Officer will produce a standard set of financial statements that will consist of no less than the following components:

- Statement of Net Assets (Balance Sheet)
- Statement of Changes in Net Assets (Income Statement) Budget versus Actual Comparison
- Check Register
- Bank Reconciliation

These documents will be presented to the Governing Authority at the regularly scheduled meetings for approval.

Internal Control Policies and Procedures

The school has established the following procedures to maintain internal control over all assets. The purpose of establishing internal control is to provide reasonable assurance that the school will accomplish its objectives of safeguarding assets, providing accurate financial information, promoting operational efficiency, and ensuring compliance with laws, regulations, and established school policies and procedures.

In order to provide a comprehensive description of the internal control practices the school will follow in the performance of its fiscal management procedures, an internal control checklist has been provided.

Aside and apart from the major transaction cycles described in the checklist, the school also has internal control procedures in place to address the following two areas:

AUDIT

The school will receive an annual independent financial audit by a qualified auditing firm. The auditor will perform the audit in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS), and Government Auditing Standards to determine whether the financial statements fairly present the financial position of the school, whether internal controls over the financial reporting have been properly designed and implemented, and whether the school has complied with all applicable laws and regulations.

BUDGET

The school will prepare and adopt an annual budget. The Operating Budget is prepared under the direction of the Governing Authority and Controller. The final decision-making authority with regard to budget issues rests with the Governing Authority with input from the Controller. Increases, decreases and adjustments to the final operating budget throughout the year are presented to the Governing Authority for approval. Once approved, the change is recorded in the budget and the financial records of the school by the Controller. A revised budget is then issued and becomes the operating budget for the school.

At each regular meeting of the Governing Authority and upon close of each fiscal year, the Controller determines the actual results as compared to the budget and presents the results to the Governing Authority.

Internal Control Checklist

GENERAL

1. Are accounting records kept up-to-date and balanced monthly?
2. Is a standard chart of accounts with descriptive titles in use?
3. Are adequate and timely reports prepared to insure control of operations?
 - a. Daily reports
 - b. Monthly financial statements
 - c. Comparison of actual results with budget
 - d. Cash and other projections
4. Does the owner/Governing Authority take an active interest in the financial affairs and reports available?

5. Are personal expenses kept separate from business expenses?
6. Are employees who are in a position of trust bonded?
7. Are director/employees required to take annual vacations and are their duties covered by another?
8. Are monthly bank reconciliations reviewed by owner/director?
9. Do employees appear to be technically competent?
10. Are job descriptions prepared?
11. Are there any separation of duties?
12. Is there utilization of machine accounting and/or EDP in the preparation of financial reports, accounts receivable, etc.?
13. Are Minutes up to date and complete?
14. Are governmental reporting requirements being complied with in a timely manner?
15. Is insurance maintained in all major cases and is this coverage reviewed periodically by a qualified individual?

PAYROLL

1. Is owner/director acquainted with all employees and does he or she approve all new hires and changes of pay rates?
2. Is there a folder for each employee that contains an employment application, W-4, authorizations for deductions, etc.?
3. Are there controls to prevent the payroll from being inflated without the knowledge of owner/director by fictitious employees or padded hours?
4. Does the owner/director sign all payroll checks?
5. Is the payroll bank reconciliation prepared by someone other than the bookkeeper?
6. Is the payroll paid from a separate interest bank account?

CASH RECEIPTS

1. Is mail opened by director/owner or someone other than the bookkeeper?
2. Does the client have adequate documentation of cash receipts?
3. Are checks immediately endorsed for deposit only, deposited promptly and intact?
4. Are over-the-counter receipts controlled by cash register, prenumbered receipts, etc., and are these reviewed by owner/director?
5. Are checks returned by the bank followed up for subsequent disposition?

ACCOUNTS RECEIVABLE

1. Are work orders, sales orders, shipping documents and invoices prenumbered and controlled?
2. Are sales invoices reviewed for price, terms, extensions and footings?
3. Is an aged trial balance prepared monthly, reconciled to the general ledger and reviewed by the owner/director?
4. Are monthly statements:
 - a. Reviewed by owner/director?
 - b. Mailed to all accounts?
 - c. Are zero and credit balance statements mailed?
5. Are write-offs, credit memos and special terms approved by the owner/director?

6. Is there sufficient separation of the receipts function and the application of payments to the accounts receivable?
7. Are notes and other receivables under separate control?
8. Do adequate controls exist to assure receipts from miscellaneous sales (scrap, fixed assets, rents, vending machines, etc.)?

ACCOUNTS PAYABLE, PURCHASES, DISBURSEMENTS

1. Are pre-numbered purchase orders used and are these approved by owner/director?
2. Are competitive bids required above prescribed limits?
3. Are payments made from original invoices?
4. Are supplier statements compared with recorded liabilities?
5. Are all disbursements made by pre-numbered checks?
6. Is the owner/director's signature required on all checks?
 - a. Does owner/director sign checks only when they are accompanied by original supporting documentation?
 - b. Is the documentation adequately cancelled to prevent reuse?
7. Is there evidence that the following items have been checked before invoices are paid?
 - a. Prices, discounts, sales tax
 - b. Extensions and footings
 - c. Receipt of goods or services
 - d. Account distribution
8. Are voided checks retained and accounted for?
9. Is there a petty cash fund?
 - a. If so, is there a responsible employee designated as a custodian of the fund?

INVESTMENTS

1. Is there effective utilization of temporary excess funds?
2. Is income from investments accounted for periodically?

PROPERTY, PLANT & EQUIPMENT

1. Are there detailed and updated records to support general ledger totals for assets and accumulated depreciation?
2. Is the owner/Governing Authority acquainted with assets owned, and is approval required for sale or acquisition?
3. Are there physical safeguards against theft or loss of small tools and other highly portable equipment?
4. Is there a policy distinguishing capital and expense items?

Attachment G – Start-up Plan

Start-Up Plan

Clarksburg Classical Academy

Task	Responsibility	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024
Governance and Management												
Obtain final approval WVPCSB	School Board & Dev. Team	█	█									
Finalize ESP Agreement	School Board, Counsel & ACCEL		█	█	█	█						
Finalized charter agreement with WVPCSB	School Board, Counsel & Dev. Team		█	█	█	█						
Board Policy Development	School Board & Dev. Team	█	█	█	█	█						
Finalize 501(c)(3) app.	Board Counsel, Board Chair				█	█	█	█				
Staffing												
Staff Recruitment	Human Resources			█	█	█	█	█	█	█		
Hire Head of School and Other Key Leaders	Human Resources						█	█	█	█		
Complete Instructional Staff Hiring	Human Resources/Head of School						█	█	█	█		
Contract with WV licensed Special Ed Providers	Manager of Special Education							█	█			
Staff Training	School Operations Team									█	█	
Marketing & Communications												
Review and finalize outreach plan	Marketing Team		█	█	█							
School Website and Social Media Development	Marketing Team		█	█	█	█						
Finalize Enrollment Forms and Upload to Enrollment Engine	Marketing Team			█	█	█						
Marketing Begins	Marketing Team				█	█	█	█	█			
Initial Application Window Opens	Enrollment Team				█	█	█					
Lottery held if necessary	Head of School					█						
Waiting list begins if necessary	Enrollment Team					█	█	█	█	█	█	█

Task	Responsibility	November 2023	December 2023	January 2024	February 2024	March 2024	April 2024	May 2024	June 2024	July 2024	August 2024	September 2024
Finance												
Secure in-state consultant	Finance Team											
Set up school bank account	Board Treasurer & Finance Team											
Hire audit firm	Board Treasurer											
Pursue grant opportunities if available	Grants Management Team											
Finalize Year 1 budget/cash flow	Board & Finance Team											
Curriculum & Instruction												
Final Alignments Complete	Curriculum & Instruction Team											
Load school into AMP system	Curriculum & Systems Team											
Review & Amend School Handbook	School Operations Team											
Computer devices for staff/students shipped	IT Team											
Finalize assessment schedule	Head of School											
Facilities												
Finalize school administrative office	Accel Facilities Team/School Board											
Renovation, if necessary	Accel Facilities Team/School Board											
Order furniture, office equipment, utilities	Head of School with Facilities Team											
Move into school office	School Staff											
Final Launch Items												
School Launch!	All											
Ribbon Cutting Ceremony	All											

Attachment H – Enrollment Documents

Financial Policies

Description of Internal Control Procedures

Fiscal Management Overview

The Academy strives to reflect sound economic and accounting policies in the operation of its school and believes that having established procedures and strong internal controls is an integral part of delivering its educational model and achieving its mission of serving at-risk youth.

The following specifically addresses the policies, procedures, and internal control practices the school will follow.

Fiscal Management Procedures

As described more fully later on in this application, the management organization will manage the day-to-day operations of the school, including facilities management, equipment, purchasing, technology, operational support services, human resources and training, grant management and financial reporting and compliance. As a result, the accounting policies and procedures defined herein are applicable to the management organization and/or the Governing Authority as specified.

I. PAYROLL

The management organization's Human Resources Department is responsible for monitoring the hiring of employees, authorizing salaries, initiating employment contracts and maintaining staffing levels.

All approved employment contracts by the management organization and other required employee data are entered into the payroll system and forwarded to the payroll department for processing on the pay dates. All contracts are paid over 26 pays and are pro-rated for varying dates of hire.

Before each pay, any changes (new hire, termination, pay increase, etc.) are forwarded by the administrative staff working at the school to the Human Resources department for review and entering into the personnel records. Approved changes are then forwarded to the payroll manager and reviewed for reasonableness prior to being given to the payroll processors.

The administrative staff is responsible for reporting staff absences and the use of substitute employees. Absentee reports are submitted on the Friday of each pay period. These reports are submitted to the Human Resources department and are used to update employee leave balances. Leave taken without sufficient leave balances is docked from the employee's pay.

All insurance and other deductions are submitted to the Human Resources department on the required forms and maintained in the employee personnel file. Such deductions are made from the employees' pay once approved by the Human Resources department.

II. PURCHASING

The management organization is responsible for assuring that all purchases against the assigned budget are appropriate and necessary.

The purchasing process is initiated when the Administrator at the school or their designee submits a purchase requisition request to the Purchasing Department. Once approved by the Purchasing Manager, a pre-numbered purchase order is generated and signed by the manager. The order is then placed directly with the specified vendor. When required or appropriate, the school will follow and meet all of the requirements of the procurement laws as dictated in the State Code.

III. RECEIVING

Once goods and services are received, the outstanding purchase order is then closed. This is done electronically and signals to the Accounts Payable Department that payment for the order is now authorized. A copy of the closed purchase order is printed and attached to the invoice at the time of payment.

IV. ACCOUNTS PAYABLE

All vendor invoices for purchases in connection with the day-to-day operation of the school are received and retained by the Finance Department. Once an invoice is received it is matched to the closed purchase order and reviewed for reasonableness or obvious errors. (Invoices are verified by checking extensions, footing, discounts and freight terms.) Once the documents are matched, the Accounts Payable clerk will assign the specific accounts that should be charged in relation to the type of expense incurred. The account distribution is verified and any necessary changes are noted on the invoice.

The invoices to be paid are then entered into the school's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the Controller. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the Controller approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the Accounts Payable clerk and presented to the Controller for a final review. Once approved, the check is then authorized for release.

No manual checks are authorized without the consent of the Controller.

All bank accounts are reconciled on a monthly basis by the Controller's assistant. The Controller then reviews and approves the completed reconciliation. Any necessary adjustments to the general ledger are made at the time of reconciliation.

Governing Authority

All vendor invoices for purchases in connection with the Governing Authority's operational expenses are received and retained by the Governing Authority's fiscal officer.

The invoices to be paid are then entered into the school's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the fiscal officer. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the fiscal officer approves, checks may be cut outside of the normal check run.

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VI. CASH RECEIPTS

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To the extent required, the Finance Department will generate invoices to outside entities/agencies. Such invoices will be generated through the accounting system, reviewed by the Controller and sent to the appropriate party for collection.

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VIII. INVESTMENTS

The school will maintain all monies and cash balances in an interest-bearing checking account. Interest generated on balances maintained is credited by the financial institution on a monthly basis. The amount of interest earned is receipted and recorded in the general ledger when the credit is received.

Note: Initially, the school will not maintain any investments beyond interest bearing instruments available through its financial institution. At such time that the school is able to consider a more

diverse investment strategy, a board-approved Investment Policy will be put in place to specifically address the types of instruments the school will be invested in as permitted by law.

IX. FIXED ASSETS

The school will follow a policy of capitalizing individual assets costing greater than \$5,000. The school through the direction of the management organization's Finance Department will maintain a record of all assets meeting the criteria for capitalization and owned by the school in a fixed asset database.

The database shall include the following information:

- Asset tag number
- Description
- Serial number (if available)
- Check number
- Acquisition date
- Location
- Estimated life

All depreciation related to the maintaining of these assets will be calculated by the database. At least annually, a physical inventory of the school will be performed by the management organization's Finance Department. All requests for removal of surplus property, deletions and discards must be approved by the Governing Authority. All requests must be processed through the management organization's Finance Department. In no case should equipment be removed or discarded without prior authorization from the Governing Authority.

X. GRANT PROGRAMS

All applications for supplemental grant funding through State and/or Federal sources require approval of the Governing authority. Upon receipt of an award notice, a budget document is prepared and submitted to the Controller for review and processing. New award budgets are presented to the school's governing board and then forwarded to the State Department of Education for approval. Final approved budgets are returned to the Controller and are made part of the school's operating budget. The Finance Department/ Controller monitors grant award budgets. The program Coordinator acts as a control agent and is responsible for monitoring any specific compliance issues related to the grant.

XI. MONTH END PROCEDURES

On a monthly basis, the Fiscal Officer will produce a standard set of financial statements that will consist of no less than the following components:

- Statement of Net Assets (Balance Sheet)
- Statement of Changes in Net Assets (Income Statement) Budget versus Actual Comparison
- Check Register
- Bank Reconciliation

These documents will be presented to the Governing Authority at the regularly scheduled meetings for approval.

Internal Control Policies and Procedures

The school has established the following procedures to maintain internal control over all assets. The purpose of establishing internal control is to provide reasonable assurance that the school will accomplish its objectives of safeguarding assets, providing accurate financial information, promoting operational efficiency, and ensuring compliance with laws, regulations, and established school policies and procedures.

In order to provide a comprehensive description of the internal control practices the school will follow in the performance of its fiscal management procedures, an internal control checklist has been provided.

Aside and apart from the major transaction cycles described in the checklist, the school also has internal control procedures in place to address the following two areas:

AUDIT

The school will receive an annual independent financial audit by a qualified auditing firm. The auditor will perform the audit in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS), and Government Auditing Standards to determine whether the financial statements fairly present the financial position of the school, whether internal controls over the financial reporting have been properly designed and implemented, and whether the school has complied with all applicable laws and regulations.

BUDGET

The school will prepare and adopt an annual budget. The Operating Budget is prepared under the direction of the Governing Authority and Controller. The final decision-making authority with regard to budget issues rests with the Governing Authority with input from the Controller. Increases, decreases and adjustments to the final operating budget throughout the year are presented to the Governing Authority for approval. Once approved, the change is recorded in the budget and the financial records of the school by the Controller. A revised budget is then issued and becomes the operating budget for the school.

At each regular meeting of the Governing Authority and upon close of each fiscal year, the Controller determines the actual results as compared to the budget and presents the results to the Governing Authority.

Internal Control Checklist

GENERAL

1. Are accounting records kept up-to-date and balanced monthly?
2. Is a standard chart of accounts with descriptive titles in use?
3. Are adequate and timely reports prepared to insure control of operations?
 - a. Daily reports
 - b. Monthly financial statements
 - c. Comparison of actual results with budget
 - d. Cash and other projections
4. Does the owner/Governing Authority take an active interest in the financial affairs and reports available?

5. Are personal expenses kept separate from business expenses?
6. Are employees who are in a position of trust bonded?
7. Are director/employees required to take annual vacations and are their duties covered by another?
8. Are monthly bank reconciliations reviewed by owner/director?
9. Do employees appear to be technically competent?
10. Are job descriptions prepared?
11. Are there any separation of duties?
12. Is there utilization of machine accounting and/or EDP in the preparation of financial reports, accounts receivable, etc.?
13. Are Minutes up to date and complete?
14. Are governmental reporting requirements being complied with in a timely manner?
15. Is insurance maintained in all major cases and is this coverage reviewed periodically by a qualified individual?

PAYROLL

1. Is owner/director acquainted with all employees and does he or she approve all new hires and changes of pay rates?
2. Is there a folder for each employee that contains an employment application, W-4, authorizations for deductions, etc.?
3. Are there controls to prevent the payroll from being inflated without the knowledge of owner/director by fictitious employees or padded hours?
4. Does the owner/director sign all payroll checks?
5. Is the payroll bank reconciliation prepared by someone other than the bookkeeper?
6. Is the payroll paid from a separate interest bank account?

CASH RECEIPTS

1. Is mail opened by director/owner or someone other than the bookkeeper?
2. Does the client have adequate documentation of cash receipts?
3. Are checks immediately endorsed for deposit only, deposited promptly and intact?
4. Are over-the-counter receipts controlled by cash register, prenumbered receipts, etc., and are these reviewed by owner/director?
5. Are checks returned by the bank followed up for subsequent disposition?

ACCOUNTS RECEIVABLE

1. Are work orders, sales orders, shipping documents and invoices prenumbered and controlled?
2. Are sales invoices reviewed for price, terms, extensions and footings?
3. Is an aged trial balance prepared monthly, reconciled to the general ledger and reviewed by the owner/director?
4. Are monthly statements:
 - a. Reviewed by owner/director?
 - b. Mailed to all accounts?
 - c. Are zero and credit balance statements mailed?
5. Are write-offs, credit memos and special terms approved by the owner/director?

6. Is there sufficient separation of the receipts function and the application of payments to the accounts receivable?
7. Are notes and other receivables under separate control?
8. Do adequate controls exist to assure receipts from miscellaneous sales (scrap, fixed assets, rents, vending machines, etc.)?

ACCOUNTS PAYABLE, PURCHASES, DISBURSEMENTS

1. Are pre-numbered purchase orders used and are these approved by owner/director?
2. Are competitive bids required above prescribed limits?
3. Are payments made from original invoices?
4. Are supplier statements compared with recorded liabilities?
5. Are all disbursements made by pre-numbered checks?
6. Is the owner/director's signature required on all checks?
 - a. Does owner/director sign checks only when they are accompanied by original supporting documentation?
 - b. Is the documentation adequately cancelled to prevent reuse?
7. Is there evidence that the following items have been checked before invoices are paid?
 - a. Prices, discounts, sales tax
 - b. Extensions and footings
 - c. Receipt of goods or services
 - d. Account distribution
8. Are voided checks retained and accounted for?
9. Is there a petty cash fund?
 - a. If so, is there a responsible employee designated as a custodian of the fund?

INVESTMENTS

1. Is there effective utilization of temporary excess funds?
2. Is income from investments accounted for periodically?

PROPERTY, PLANT & EQUIPMENT

1. Are there detailed and updated records to support general ledger totals for assets and accumulated depreciation?
2. Is the owner/Governing Authority acquainted with assets owned, and is approval required for sale or acquisition?
3. Are there physical safeguards against theft or loss of small tools and other highly portable equipment?
4. Is there a policy distinguishing capital and expense items?

Attachment I – Draft Management Agreement

DRAFT MANAGEMENT AGREEMENT

This Management Agreement (the “**Agreement**”) is entered into as of the ____ day of _____, _____ (“**Effective Date**”) by and between Accel Schools East LLC, a Delaware limited liability company (“**Manager**”), and Clarksburg Classical Academy Inc. (the “**School**”), a non-profit West Virginia corporation and public charter school.

RECITALS

Whereas, the School is organized as West Virginia nonprofit corporation under West Virginia (the “**State**”) law (as such provision may be amended from time to time) and the School has entered into a School charter contract (the “**Charter Contract**”) with West Virginia Professional Charter School Board (the “**Authorizer**”) pursuant to which the School is authorized to operate a public charter school under State law.;

Whereas, the Manager was established, among other reasons, to manage public schools, and is expected to provide invaluable assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the operation of the School; and

Whereas, the School and the Manager (individually, a “**Party**” and collectively, the “**Parties**”) desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive educational program and management principles.

NOW THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

ARTICLE I. EDUCATIONAL SERVICES AND ADMINISTRATIVE SERVICES

1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational services (the “**Educational Services**”):
 - (i) Curriculum. Implementation of the educational goals and programs set forth in the Charter Contract (the “**Educational Program**”). In the event Manager determines it is necessary to modify the Educational Program, Manager shall inform the School of the proposed changes and obtain School approval, and if required under the Charter Contract, approval of the Authorizer.
 - (ii) Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the Head of School (“**HOS**”) and the rest of the School's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.
 - (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, curriculum, software and multi-media teaching tools.
 - (iv) AMP. Manager's learning ecosystem, called the Accel Management Platform (“**AMP**”) for education, provides an integrated system for school operation. It

includes: integration of the best available, rigorous and research-based, K-12 online courses fully aligned to state standards; a powerful learning management system; comprehensive student information system and reporting system; a live Webinar tool; a balanced assessment system; and instructional data integration and presentation tools. The AMP system is a single sign-on experience that hosts synchronous and asynchronous lessons allowing for truly student-centered learning. AMP provides real-time progress monitoring, allowing teachers instantaneous access to standards-aligned and performance-based data about each student, allowing them to immediately target students who need small group or one-on-one instructional support.

- (v) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extra-curricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
- (b) Additional Educational Services. Any other services required by the Authorizer and/or the West Virginia Department of Education (the “*WVDE*”) and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed to from time to time between Manager and the School. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Charter Contract, as the same may be amended.
- (c) Manager will be responsible and accountable to the School for the provision of the Educational Services, provided, however, that such obligations, duties and responsibilities are limited by the School Budget established pursuant to Section 1.2(a)(vi) below, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such School Budget.

1.2 Administrative Services.

- (a) During the Term, Manager will provide to the School the following administrative services (the “*Administrative Services*”):
 - (i) Personnel Management. Management and professional development of all personnel providing Educational Services, Administrative Services and Technology Services in accordance with ARTICLE VI below.
 - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the School.
 - (iii) Payroll. Management of the School's payroll. Manager will be responsible for all data input.
 - (iv) Transportation and Food Services. Coordination with entities with which the School contracts for the provision of transportation and food services for the students enrolled at the School, management and assessment of the services provided under such contracts, and supervision of employees involved with providing such services, all as required by the School.
 - (v) Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.

(vi) Budgeting and Financial Reporting.

- (A) A proposed annual budget will be prepared by Manager in a mutually agreeable format by June 1st of the immediately preceding fiscal year and will be subject to the approval of the School which shall not be unreasonably withheld or delayed and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The approved budget is the "**Budget**". There shall be no changes to the Budget except to the extent the Parties agree in writing. Manager shall be responsible for preparing other financial statements as required by and in compliance with the Charter Contract, and applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the School to perform annual audits of the School's financial statements. The cost for preparation of the financial statements will be the responsibility of the School. The cost of the audit will be the responsibility of the School, and will be provided for in the Budget.
- (B) The Manager will provide the School with monthly financial forecast and analysis reports (Forecasted P&L / Cash Balances) and all other support as needed. The Manager will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; preparation of monthly financial reporting to the School's board of directors (the "**Board**"); and support for all State reporting requirements. The Manager will prepare a five-year financial plan in conjunction with the fiscal officer.
- (C) On behalf of the School, the Manager is responsible for preparation of (i) such other reports on the finances and operation of the School as requested or required by the WVDE, the School or the Authorizer to ensure compliance with the terms of the Charter Contract; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
- (D) The Manager will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the School to monitor Manager's performance under this and related agreements including the effectiveness and efficiency of its operations at the School.
- (E) On behalf of the School, the Manager will maintain accurate financial records pertaining to its operation of the School, together with all School financial records prepared by the fiscal officer, and retain all such records for a period of five (5) years (or longer if required by applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by the Manager pertaining to the School will be available to the School, the Authorizer, the Auditor of State, the WVDE or the United States Department of Education (the "**USDOE**") and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days of request.
- (F) If School is not able to fully pay the Management Fee and all bills when due, (i) School agrees to work with Manager to take actions to reduce expenses

- including, but not limited to, reducing the number of staff members, and (ii) School must obtain Manager's written consent prior to incurring new liabilities greater than ten thousand dollars (\$10,000) individually or in the aggregate.
- (vii) School's Right to Audit. The School reserves the right to conduct or to appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School.
- (viii) Maintenance of Student and Other Records.
- (A) Manager will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Charter Contract, and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Manager, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of such records as required by law and the Charter Contract.
- (B) Manager will maintain accurate employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Charter Contract, and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Manager, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of such records as required by law and the Charter Contract.
- (C) The financial, educational and student records pertaining to the School are the property of the School, and such records are subject to the applicable provisions of State and federal law. Manager shall help ensure that to the extent requested by the School, all School records shall be physically or electronically available, upon request, at the School.
- (D) Manager shall provide such other information, including a written report, as reasonably requested by the School.
- (ix) Admissions. Implementation of the School's admission policy in accordance with the Charter Contract, and applicable laws and regulations.
- (x) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the School, and applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School's duties and obligations under applicable laws and regulations.
- (xi) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Charter Contract,

and applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Manager's performance of the Educational Services and Administrative Services against mutually acceptable criteria, and (C) such other reports reasonably requested by the School.

- (xii) Rules and Procedures. Recommend rules, regulations and procedures applicable to the School and its students and enforce such rules, regulations and procedures adopted by the School that are not in direct conflict with this Agreement, the Charter Contract, and applicable laws and regulations.
- (xiii) Student Recruitment. Recruitment of students subject to agreement on general recruitment and admission policies to the extent budgeted for in the Budget or as otherwise approved by the School. Students shall be selected in compliance with the procedures set forth in the Charter Contract and State and federal laws.
- (xiv) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the School as agreed to from time to time by Manager and the School.
 - (A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Charter Contract, and local, State and federal laws and applicable regulations and policies.
 - (B) Subject to this Agreement, the Charter Contract, and applicable laws and regulations, Manager may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Manager supplies the School with written notice of such modifications.
 - (C) Manager will be responsible and accountable to the School for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(vi) above, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such Budget.

1.3 Technology Services.

- (a) During the Term, Accel or its Affiliates (as defined in section 3.5 below) will provide or cause to be provided to the School the following technology products and services (the “*Technology Services*”):
 - (i) Monitor production services, i.e., the learning management and content management systems;
 - (ii) Monitor and analyze data to fix production issues as they arise;
 - (iii) Generate reports on student academic performance, attendance and progress;
 - (iv) Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals (“Computer Equipment”) for use by the School’s students and staff working at the School;
 - (v) Develop, design, publish and maintain the School’s website;
 - (vi) Determine hardware configurations (including software and operating systems) for the School’s technology needs;
 - (vii) Provide support for School administration in troubleshooting system errors; and
 - (viii) Other technology support services requested and mutually agreed upon by the Board and Accel.
- (b) Accel charges a fee for the provision of Computer Equipment as set forth in Article IV below.

- 1.4 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable classroom and office space at [to be determined] (the “**Facility**”) to perform all services described in this Agreement. Manager will provide instructional, extra-curricular and co-curricular programs at the Facility. Manager may provide other services elsewhere, unless prohibited by the Charter Contract, or applicable laws and regulations.
- 1.5 Authority. By this Agreement, the School provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations.

ARTICLE II. TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2022(the “**Start Date**”) and shall continue thereafter through June 30, 2027 (the “**Initial Term**”) unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute
- 2.2 Renewal. Upon the conclusion of the Initial Term, and each five (5) year period thereafter (the “**Renewal Date**”), this Agreement will automatically extend for successive additional periods of five (5) years or consistent with the length of the new or renewal term from the Authorizer (each such period a “**Renewal Term**”), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “**Term**”.
- 2.3 In the event the Authorizer and/or the Charter Contract changes, this Agreement shall automatically survive and be performed in accordance with the new Charter Contract, these terms and conditions and applicable law, unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.

ARTICLE III. RELATIONSHIP OF THE PARTIES

- 3.1 Status of the Parties. Manager is not a division or any part of the School. The School is a separate and distinct corporation authorized under State law and is not a division or a part of Manager. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between the School and Manager or to make one the agent or fiduciary of the other. Neither the School nor Manager will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the School nor Manager has, and neither

will represent that it has, the power to bind or legally obligate the other. No employee of Manager will be considered an employee of the School by either Party for any purpose whatsoever.

- 3.2 Manager Attendance at Board Meetings. Manager shall use commercially reasonable efforts to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use reasonable efforts to schedule any regular, special or emergency Board meeting so that Manager has the opportunity to attend the same. The Board shall provide Manager with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings.
- 3.3 No Related Parties or Common Control. Manager will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Manager will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Manager will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "***Internal Revenue Code***"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.
- 3.4 Other Schools. The School acknowledges that Manager will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.5 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of the educational products and management services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager. "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through ownership of voting securities, by contract interest or otherwise.

ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Services.
 - (a) Management Fee. The School will pay to Manager an annual fee of fifteen percent (15.0%) of the federal, State and local funds the School receives, directly or indirectly, for the particular students enrolled in the School pursuant and subject to applicable law and regulations, exclusive of Free and Reduced Lunch Revenues (the "***Management Fee***"). The Management Fee calculation shall not include charitable contributions, transportation funding, facility funding, or proceeds from fundraisers ("***Non-Qualified Gross Revenue***"), which shall be retained entirely by the School. Such consideration will not preclude the payment of additional consideration if additional consideration is permitted or specified elsewhere in this Agreement or in other agreements between the Parties.

- (b) AMP Fee. The School will pay to Accel fees for AMP as set forth in a separate price list. Accel modifies the rates from time to time, but no more than once per fiscal year.
 - (c) Computer Equipment Fee. The School will pay to Accel fees for Computer Equipment as set forth in a separate price list. Accel modifies the rates from time to time, but no more than once per fiscal year.
 - (d) Reasonable Compensation. The fees charged under this Agreement are reasonable compensation for services rendered. Manager's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
 - (e) Annual Reconciliation. The Management Fee shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Manager with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to the School, the School shall make payment to Manager within five (5) business days after receiving an invoice for such amount. If the review results in a finding that the School owes money to the State, the School will work with the Manager to initiate an appeal of the State's determination. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Manager and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Manager agrees to contribute the amount overpaid to Manager and the School shall contribute the amount retained by the School.
- 4.2 Payment of Costs. The School will reimburse Manager for all costs incurred and paid by Manager in providing the Educational Services and Administrative Services, provided such costs are within the limits of the Budget and items are not included in the Furniture and Equipment Lease referenced in Section 4.4 below. Such costs may include, but are not limited to, mortgage, rent and/or lease payments (including costs pursuant to any equipment lease (but not Furniture and Equipment Lease referenced in Section 4.4 below) or Facility lease that the Parties may enter into), Facility maintenance and utility costs, salaries of Manager's employees or subcontractors assigned to the staff of the School, Authorizer fee, costs related to curriculum, instructional materials, textbooks, library books, computers, software, supplies, food service, transportation, special education, psychological services and medical services. Additionally, in consideration of Accel's employee administration costs (including payroll, benefits, recruiting, workplace safety and compliance) for all employees assigned to work at the School, Accel shall charge the School \$42.50 per pay period for each such employee. Except as may be provided in any equipment lease or Facility lease that is the subject of this Section 4.2, in charging for such costs to the School and paying for such costs, Manager will not charge an added fee unless such fee is approved in advance by the School.
- 4.3 New School Startup Line of Credit Loan Agreement and Promissory Note.
- (a) Prior to or simultaneously with executing this Agreement, a school enrolling students for the first time ("New School") shall enter into a startup Line of Credit Loan Agreement and Promissory Note in the form attached hereto as Exhibit A for costs associated with opening a new school or as otherwise approved by lender thereunder.

- (b) While any amount is outstanding under the Line of Credit Loan Agreement and Promissory Note, New School may not incur expenditures outside of the Budget that are greater than \$10,000 individually or in the aggregate unless lender pre-approves the expenditure in writing.

4.4 Furniture and Equipment Rental. School shall enter into a Furniture and Equipment Lease with Manager to rent furniture and equipment for the School and shall pay storage and delivery charges applicable to same. Furniture and equipment purchased with grant or government funds will not be leased and ownership will remain with the School.

4.5 Time and Priority of Payments.

- (a) Each installment of the Management Fee will be due and payable by the School upon receipt of invoice.
- (b) Manager will notify the School of any payments due and owing to Manager pursuant to Section 4.2 above as soon as possible after the end of each month and the School will make such payments to Manager upon receipt of invoice.
- (c) New School shall pay amounts due under the Line of Credit Loan Agreement and Promissory Note as required by the Line of Credit Loan Agreement and Promissory Note.
- (d) The School will satisfy its payment obligations under this ARTICLE IV to Manager in the following order of priority: (i) payments due and owing under Section 4.2 above for salaries, benefits and associated benefit processing costs of Manager employees and subcontractors assigned to the staff of the School; (ii) payments due and owing under the Line of Credit Loan Agreement and Promissory Note referenced in Section 4.3 above; (iii) payments due and owing under Section 4.2 above for rent pursuant to Facility lease; (iv) payments due and owing under Section 4.2 above for Authorizer fee; (v) all other payments due and owing under Sections 4.2 and 4.4 above, with the oldest amounts due first; and (vi) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.

4.6 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Management Fees and loans to the School, if any, to pay expenses will accrue interest at the one-month London Interbank Offer Rate (“*LIBOR*”), plus four percent (4%) for the time overdue.
- (b) There will be no limits to what indebtedness or fees owed to Manager may be carried over from year to year unless expressly provided otherwise in this Agreement.

ARTICLE V. SUPPLEMENTAL PROGRAMS

5.1 Supplemental Programs. In addition to the Educational Services, Technology Services and Administrative Services provided by Manager to the School, Manager may, subject to School approval (which approval shall not be unreasonably withheld), provide additional services, which may benefit the School by increasing its exposure in the community, including, but not limited to, pre-kindergarten, summer school, academic camps, before and after school programs, vocational training, and latch-key programs to students and non-students of the School (the "*Supplemental Programs*"), provided that nothing herein

shall require Manager to provide any such Supplemental Programs. Manager may retain the full amount of any and all revenues collected from or for such Supplemental Programs, and Manager will be responsible for the full cost of providing such Supplemental Programs. The School will permit Manager to operate such Supplemental Programs at the Facility without charge to Manager.

- 5.2 Subject to and in accordance with provisions in ARTICLE IX below, Manager will indemnify, defend and save and hold the School and all of its Representatives (as defined below) harmless against any and all third party claims, demands, suits or other forms of liability (any of which are a “*Claim*”) (including reasonable attorney’s fees and costs) that directly arise out of any Supplemental Program. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any such third party Claim. This indemnification provision shall survive the termination or expiration of the Agreement.

ARTICLE VI. PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Charter Contract, and applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, Administrative Services, Technology Services, Supplemental Programs (if any) and all other services provided under this Agreement.
- (b) Except as specified in this Agreement or as required by the Charter Contract, the HOS, teachers and support staff recommended by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required by applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide the School with documentary evidence of such background checks. Manager will share on a confidential basis with the School its performance reviews and assessment of the HOS.
- (c) School shall not pay a bonus or other form of compensation to any employee or subcontractor of Manager without advance consultation with and written approval from Manager.

- 6.2 Head of School. The HOS will be an employee of Manager and Manager will determine the employment terms of the HOS. Manager will have the authority, consistent with applicable laws and regulations, to select, supervise and terminate the HOS and to hold him or her accountable for the success of the School.

- 6.3 Teachers. Manager will provide to the School such teachers as are required to provide the Educational Services and Supplementary Programs (if any). Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may

work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, hold a valid teaching certificate issued by the WVDE. Further, to the extent required by applicable laws and regulations, such teachers shall have undergone a criminal background check and unprofessional conduct check as if such teachers were employees of the School. Upon request, Manager shall provide the School with documentary evidence of its compliance with this Section 6.3. Manager shall keep the School informed of all teaching staff related actions and decisions on a regular basis.

- 6.4 Support Staff. Manager will provide the School with such support staff as are required to provide the Educational Services, Administrative Services and Supplementary Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers and maintenance personnel. Such support staff may work at the School on a full or part time basis.
- 6.5 Training. Manager will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Manager determines to be reasonable and necessary under the circumstances.
- 6.6 Non-Solicitation/Non-Hiring.
- (a) During the Term and one (1) year thereafter, each Party may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.
 - (b) Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a Party of such consultant, employee, former consultant or former employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period of time in this Section will be extended by the amount of time that a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement. The School acknowledges and agrees that no advances or past uncollected fees shall be issued by Manager to cover any penalty, damages or other relief owed by the School upon a violation of this provision.
 - (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from

engaging or otherwise using a Party's and Affiliate's employee, former employee, consultant or former consultant provided for in this Section 6.6.

**ARTICLE VII.
TERMINATION OF AGREEMENT**

7.1 Termination By Manager.

- (a) Manager may terminate this Agreement effective at the end of the then-current school year if the School fails to make any payment of money due to the Manager within five (5) days of written notice from Manager to School that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity.
- (b) Manager may terminate this Agreement in the event that the School is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or the Charter Contract, and the default remains uncured for thirty (30) days after the School receives written notice from the Manager or Authorizer, as applicable, of the default. However, if the default cannot be reasonably cured within thirty (30) days, and the School promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if the School's default creates an imminent danger to the life of students, parents or others, the default must be cured immediately upon notice from the Manager, and Manager may terminate the Agreement effective immediately if not so cured.
- (c) Manager may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Manager.
- (d) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to increase materially the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Manager agrees to use its best efforts

to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.

- (e) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School undergoes adverse change that makes the School financially unviable.
- (f) Manager may terminate this Agreement effective immediately upon written notice to the School if, in Manager's sole opinion, the Board makes a financial decision that is detrimental to the School.
- (g) Manager may terminate this Agreement effective immediately upon written notice to School in the event Manager undergoes or is required to undergo a change that makes Manager, as determined in its sole judgment, financially unviable.

7.2 Termination by the School. The School may terminate this Agreement in the event that Manager fails to remedy a material breach of this Agreement within ninety (90) days after written notice from the School. Termination by the School will not relieve the School of any obligations to pay the Management Fee, the AMP Fee and costs, whether accrued, pending or outstanding, to Manager as of the effective date of the termination, nor will it relieve Manager for liability for financial damages suffered by the School as a consequence of Manager's breach (or of the School's termination as a result thereof) of this Agreement.

7.3 Termination of the Charter Contract. This Agreement will terminate upon the School's ceasing to be a party to a valid and binding sponsorship agreement, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) the School has entered into a subsequent sponsorship agreement, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve the School of any obligations to pay the Management Fee, the AMP Fee and costs, whether accrued, pending or outstanding, to Manager as of the effective date of termination.

7.4 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement. That notice may be given at any time following enactment of such change in applicable law, whether or not such change is effective on the date of such enactment or thereafter. Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the academic year in which such notice was given unless earlier termination is necessary to protect the health, welfare, or safety of students.

7.5 Real and Personal Property. Upon termination or expiration of this Agreement by either Party for any reason, all real and personal property leased by Manager to the School will remain the real and personal property and leases of Manager, and any personal property purchased by Manager with the funds provided to Manager by the School pursuant to Section 4.2 above will be the personal property of the School provided that the School has fulfilled all repayment obligations in any startup Line of Credit Loan Agreement and

Promissory Note between the Parties. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.

- 7.6 Return of Materials and Records. On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the President of the School shall certify to Manager in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Manager's direction, the School will promptly permit representatives of Manager or its Affiliate to pick up all such materials at the School. Manager shall return to the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, the Manager shall instead transmit the educational records of each student to said student's school district of residence.

ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

- 8.1 Proprietary Information and Ownership. The School acknowledges that Manager owns or has a license to use the intellectual property rights and interests in the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term (“*Protected Materials*”) and to the name “ACCEL™” (such name being a trademark of Manager). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the School facilities, including under the name of the School, describing the services provided by Manager or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.
- 8.2 License. The Manager developed and owns, or has a license to use, proprietary rights to the Protected Materials. The Manager hereby grants the School a limited revocable license to use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Manager.

**ARTICLE IX.
INDEMNIFICATION AND LIMITATIONS OF LIABILITIES**

- 9.1 Indemnification of Manager. To the extent permitted by law, the School will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, “**Representatives**”) harmless against any and all third party Claims (including reasonable attorney’s fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, the School will reimburse Manager, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. Further, the Parties acknowledge and agree that Manager and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.2 Indemnification of the School. Manager will indemnify, defend and save and hold the School and its Representatives harmless against any and all third party Claims (including reasonable attorney’s fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Manager, its agents, employees or assigns or noncompliance by Manager with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, and any misrepresentation of the Manager contained in or made pursuant to this Agreement. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.3 Defense. A Party seeking indemnification under this ARTICLE IX (the “**Indemnitee**”) shall give notice to the indemnifying Party (the “**Indemnitor**”) of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and at the expense of the Indemnitee. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgement regarding same if such settlement, final order or judgement includes an admission of wrongdoing in Indemnitee’s or Affiliate’s name unless Indemnitee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen

(15) days after receipt of notice of a Claim by the Indemnitee under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

9.4 Limitations of Liabilities.

- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Manager. Notwithstanding this ARTICLE IX, to the fullest extent permitted by law, the School will waive the defense of governmental immunity in any dispute between the Parties.
- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO AMOUNTS DUE UNDER ARTICLE IV ABOVE AND THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.
- (c) ECONOMIC DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.

- 9.5 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

**ARTICLE X.
INSURANCE**

- 10.1 Insurance Coverage. The School will maintain the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Charter Contract: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to the Manager and Authorizer. Upon Manager's request, the School shall deliver to the Manager a copy of such policies.
- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

**ARTICLE XI.
REPRESENTATIONS AND WARRANTIES**

- 11.1 Representations and Warranties of Manager. Manager hereby represents and warrants to the School:
- (a) Manager is a duly formed limited liability company in good standing and is authorized to conduct business in the State.
 - (b) To the best of its knowledge, Manager has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) Manager's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
 - (d) The services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE

OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.

- 11.2 Representations and Warranties of the School. The School hereby represents and warrants to Manager:
- (a) The Charter Contract (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests the School with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.
 - (b) The School has the authority under applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Technology Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School and the School has sufficient funds in the approved Budget to pay for such expenditures.
 - (d) The School is not in breach of the terms of the Charter Contract.
 - (e) The School has no intellectual or property rights or claims in the curriculum or other educational materials provided by Manager or in the name "ACCEL™" and will make no such claims in the future.
 - (f) After the Effective Date the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Manager, which consent shall not be unreasonably withheld, conditioned or delayed.
- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-

how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the "**Disclosing Party**") or received through association with the Disclosing Party (collectively, "**Confidential Information**"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "**Receiving Party**") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.

12.2 Care and Authorized Use. Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

13.1 Integration, Sole Agreement, and Third Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and

undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.

- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.
- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of West Virginia, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the School is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.
- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mails, postage prepaid, return receipt requested, (b)

on the day it is sent if by facsimile on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

To:

With a copy to:

To:

Accel Schools East LLC
Attn: Chief Operating Officer

And legal@pansophiclearning.com

With a copy to:

Pansophic Learning US LLC
Attn: General Counsel

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by both the Board President or other authorized officer of the School and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not

exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.

- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.
- 13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the “Fees” Section of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” above are reasonable in scope and content and necessary to protect the Manager and its business interests. The School understands and agrees that the breach or threatened breach of Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” of this Agreement would give rise to the aggrieved Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.
- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the

ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's president and Manager's Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:

- (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
 - (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses described in the "Limitations of Liability" Section and each Party expressly waives and foregoes any right to the damages or losses.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.
- (e) Shared Fees and Expenses. The fees and expenses of the arbitration panel should be shared equally by the Parties before the arbitration award is made. The arbitration award shall require the Party which does not prevail in the arbitration to reimburse the prevailing Party for the one half of the fees and expenses of arbitration panel paid by the prevailing Party.
- 13.13 Survival on Termination or Expiration. The following Articles and/or Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Schools East LLC

By: _____

Name: _____

Title: _____

Clarksburg Classical Academy

By: _____

Name: _____

Title: _____