

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

between

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

and

EASTERN PANHANDLE PREPARATORY ACADEMY,
a nonprofit organization.

I. Definitions

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

Authorizer shall mean the West Virginia Professional Charter School Board.

Application shall mean the School's application for a Charter (including amendments) as submitted to and approved by the Board.

Charter (or "Contract") shall mean this Charter entered into between the School and Board. The Charter describes the expectations for both the charter school and the authorizer. It also describes the working relationship between the charter school and its authorizer.

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

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

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

State shall mean the State of West Virginia.

II. Establishment of School

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

1. Effective Date.

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

2. Term.

The term of this Charter shall be five (5) years commencing on July 1, 2022, and ending on June 30, 2027, unless terminated sooner as provided herein.

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

1. Grade and age levels.

The School is authorized to serve students in Pre-K and grades Kindergarten through 12 at approximately the same age levels as in noncharter public schools.

2. Enrollment Numbers.

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

- a. *Minimum Enrollment.* The minimum enrollment represents the limit of financial viability absent additional funding. If enrollment is below the overall minimum, the School will be deemed inviable absent additional funding, or the school must provide the Authorizer with evidence of such additional funding. Alternatively, the Governing Board may submit a revised budget and, if applicable, School plan, to the Authorizer. If the Authorizer, in its sole discretion, determines that the plan is viable at a sufficient level of quality at the lower budget, this Contract shall be amended to include the new minimum enrollment and budget and any agreed-upon change in plans.
- b. *Maximum Enrollment.* If the School has the resources to enroll more students than contemplated in this Contract, the Governing Board may submit a revised budget and, if applicable, School plan, to the Authorizer. If the Authorizer, in its sole discretion, determines that the plan is viable at a sufficient level of quality at the new budget, this Contract shall be amended to include the new maximum enrollment and budget and any agreed-upon change in plans.

Minimum/Maximum Enrollment

Enrollment						
	Year 1	Year 2	Year 3	Year 4	Year 5	At Full Capacity
Minimum	100	125	150	175	200	200
Maximum	650	650	650	650	650	650

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

Eastern Panhandle Preparatory Academy will recruit primarily from Jefferson County and all contiguous counties.

The school will adopt multiple strategies that have proven to be successful in attracting a diverse student population for other charter schools. The Governing Board will work closely with the School 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. The outreach plan will include open houses, timely and informative press releases, targeted communications initiatives with community and governmental leaders, and talks by appropriate Governing Board members and others to civic and community groups in the area. 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.

Eastern Panhandle Preparatory Academy expects to serve a diverse student body that is reflective of the surrounding communities' underperforming schools. The School will be targeting and anticipate that a significant portion of enrolled students will be low-income and come from traditionally underserved communities.

The School will open as a Pre-K-10 and grow to a Pre-K-12 one year at a time. The goal is to have slow and steady growth and to retain/reenroll as many students from year to year as possible. The Academy plans to form strong relationships with families to encourage students to stay and thereby enable the School to have greater impact on student achievement.

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

A. School Objectives

1. Mission Statement. The School has the following mission statement:

The **mission** of Eastern Panhandle Preparatory Academy is to provide a public K-12 educational opportunity which conforms to the needs of unique students of Jefferson County. 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 these West Virginia 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.

2. Vision Statement. The School has the following vision statement:

Our **vision** is to develop students who are curious and creative learners who succeed through a rigorous academic program and high academic goals. We will ensure that they become critical thinkers who possess technological competence through the daily use of technology. Our students will embrace treating everyone with respect, learn to act responsibly, and contribute to our community through service and good stewardship of our resources as well as through community partnerships. Our educators will ensure that all students can meet or exceed rigorous academic standards. They will be compassionate and empathetic but not enablers or have low expectations. Teachers, staff, and administrators will all work together to form a rich professional learning community. Through the examination of our instructional practices and data, we will adjust our teaching and operational systems to continuously improve. We will provide individual learning plans to ensure all students' academic needs are met. Our Families and Community are integral to the success of our students and schools, and they will be treated as active, engaged and welcomed partners.

3. Education Program and Curriculum

The School plans to offer an enriched learning environment and a comprehensive system of supports to address the needs of the whole child. Below are core, compelling beliefs of the School that provide the basis for the vision statement of the School's program:

- Everyone deserves a chance at receiving an appropriate individualized education and being successful in life;
- Everyone deserves a chance to become all (s)he can be;
- No single educational approach or philosophy is right for everyone;
- Everyone learns at different rates, and students should have educational choices that provide for their individual needs and learning pace;
- Schools need to teach students rigorous 21st Century skills.

Philosophy: In embracing a new vision of challenging learning activities, the planned curriculum for all students emphasizes the integration of higher order thinking skills, authentic tasks, and mixed-ability groupings. Instead of students practicing discrete, isolated skills (such as spelling and punctuation done on worksheets), the curriculum stresses composition, comprehension, and applications of skills. Rather than treating basic skills as an obstacle that must be surmounted before exposing students to more complex and meaningful learning activities, the School plans to give at-risk students opportunities to

learn and practice basic skills in the context of working on authentic tasks. At-risk students work more in heterogeneous groupings as part of collaborative classrooms and less in ability groupings or pull-out classes for compensatory instruction. They are judged on their ability to perform a complex task and to reflect on and describe the thinking that went into it rather than on their facility with multiple-choice tests.

Research on classrooms that have put constructivist teaching and learning models into practice also indicates that technology can enhance student engagement and productivity. More specifically, technology increases the complexity of the tasks that students can perform successfully, raises student motivation, and leads to changes in classroom roles and organization. These role changes, with students moving toward more self-reliance and peer coaching, and teachers functioning more as facilitators than as lecturers, support educational reform goals for all students.

The Academy will serve students in Pre-K and grades K-12 whose families desire school choice. The School will provide a safe, secure and positive individualized learning environment for children as an alternative to, for example, traditional public schools that have been ineffective in meeting certain family and student learning needs, or cost-prohibitive private schools. The school serves students who have either been displaced or underserved by traditional public schools. Since students often arrive at a charter school more than one full grade level behind, instruction is focused on mastery of standards not time in the seat.

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, interest driven and talent-driven opportunities with emphasis on a healthy mind and body. Students will learn from their teachers, peers, and community partners. This broad-based approach to learning will be an exciting and valuable experience creating lifelong 21st-century learners as well as competent 21st-century citizens. Students will learn and grow with the guidance of properly licensed teachers, instructional aides, and intervention specialists. The School will provide a safe and nurturing environment, placing a premium on 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.

Curricular Plan

The School will build 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 Readiness Standards for English Language Arts (ELA), mathematics, science, social studies, visual arts, and physical education.

The Head of School and Director of Academics will work with the teachers to develop the curriculum maps and pacing guides for the Academy. Research based curricular materials will provide a starting point for the development of both documents. To ensure there are no additional gaps, the School and its ESP will work together to create curriculum maps for every core subject and grade level. The pacing guides will be developed to provide a timeline for moving through the curriculum. The driving force in the curriculum mapping process was the review of the West Virginia College and Career Readiness

Standards. The School will continue to review these the curriculum to ensure the standards are accurately met.

A curriculum map provides a guide to ensure instruction covers the standards and meets the needs of all learners. A curriculum map 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. All School Curriculum Maps and Pacing Guides will be continuously updated.

Curriculum maps in ELA and Mathematics will be created using the model curriculum and maps from our curriculum resources. The School plans to follow the curriculum maps and pacing for this content. The School also plans to 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.

Pacing guides are like timelines showing what each teacher should cover over the course of a year. Each subject area follows a logical sequence within a grade level 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. The School will have the following goals for its pacing guides:

- To guide teachers to understand what, when, and for how long they are going to teach the standards. The School 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 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 Physical Education (PE) will be created by the specialists. When possible, the specialists will work collaboratively with other teachers in the ESP's 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.

4. Innovation

The Academy expects to be innovative because the environment of the School will be aligned with the needs of its stakeholders. The staff and board of directors will meet families where they are and plans to adapt its practices to support their growth.

The Academy will implement a school model that places an emphasis on building a foundation for post-secondary education while providing a supportive environment for students, families, and staff. The Academy will ensure the following essential values, in its words:

- **SAFE and Caring:** We care about the well-being and development of each child. We are interested in each child's future. Secure and orderly learning environments are our top priority. We address every aspect of security, from building codes and safety procedures, to codes of conduct and character education.
- **Individualized Learning:** We care about every student and are committed to preparing children for lifelong success. We know that each student has unique needs, and our educational approach ensures we provide an educational path that engages all students.
- **Academic Excellence:** We bring great teachers, proven educational practices, and rigorous standards to every classroom. We share best practices in curriculum design, teacher training, and integrated technology to drive continuous gains in academic performance.
- **Community Partnership:** Those who live and work in a community know it best. Our School honors the values of the community and partners, stakeholders, and government leaders to serve the community.
- **Accessible to All:** We foster a culture that is reflective of local values and interests and are open to all students.

The Academy expects to be a safe place for creativity. Staff will have the ability to execute new and innovative ideas that can be shared with other charter schools and the local district.

5. Graduation Requirements (High School only)

The School agrees to meet or exceed State requirements as specified below:

Subject	Number of Credits
English:	4
Math:	4
Science:	3
History:	4
Physical Education:	1

Health:	1
Art:	1
Career and Technical Education:	4
World Language:	2
Other: Electives	2

IV. School Accountability and Authorizer Oversight

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

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

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

The following charter goals comprise the performance goals of the School. If the School has met all goals in its most recently reported performance and is in full compliance with legal and regulatory requirements, the Authorizer shall renew the school’s charter upon request for renewal.

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. 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 Readiness Standards for English Language Arts, Mathematics, Science, Social Studies, Visual Arts, and Physical Education.

Nationally Normed Assessments:

Various assessments will be used to measure each student’s progress toward the school’s scholastic goals and to monitor whether a particular methodology is working.

I-Ready is a nationally normed assessment that is aligned to West Virginia College and Career Readiness Standards and will be given to all students who are in grades K-10 to assess reading and mathematics. This assessment will provide teachers with a set of baseline data to inform instruction. The students will be tested twelve weeks later and then again in the spring to provide teachers and parents with a roadmap to instruction that identifies student gaps in learning and need for intervention as well as areas in which students can be accelerated. For each of the students using a comparison of the fall versus

spring results, an in-year growth measure can be determined based on whether he/she met or exceeded his/her statistical expectancy in reading and mathematics. This information will be vital to the school leadership as they develop professional development plans, make programmatic changes, and plan for school growth. The test is aligned to West Virginia College and Career Readiness Standards and will be a valuable tool as teachers assist students on their journey to standards attainment and proficiency on state assessments.

West Virginia State Assessment:

The Academy will participate in all state required assessments for applicable grade levels in assessing core subjects (WVGSA (3-8th), WVASA (3rd – 8th, 11th) and SAT School Day (11th). The individualized and school-wide results will encompass 50% of teachers and Head of School Student Growth Measures.

- KRA - Kindergarten Readiness Assessment: This assessment includes ways for teachers to measure a child's school readiness. West Virginia's Early Learning and Development Standards (birth to kindergarten entry) are the basis for the new assessment. It has six components: social skills (including social and emotional development, and approaches toward learning), mathematics, science, social studies, language and literacy, and physical well-being and motor development. All kindergarten children will take the assessment.
- Diagnostic Assessments: The primary purpose of West Virginia's diagnostic assessments, which are aligned to West Virginia College and Career Readiness Standards, is to provide a tool for teachers in checking the progress of students toward meeting grade-level indicators.

All of the assessment results will be closely analyzed by the student's teacher to determine where (what academic areas and subsections of those areas) a child is succeeding academically and where that child needs further education or remediation. Furthermore, the test results will be catalogued in a database so that each parent, student, and teacher can instantaneously have up-to-date access to all testing results for the student. By providing all stakeholders with this test data, formative assessment will become a natural exercise allowing the entire team to become invested in the process and providing a springboard for instruction. In addition to the analysis of individual student results, the School administration will analyze school-wide trends to identify gaps in overall student learning. The academic program may require adjustments in the area of curriculum or professional development if the data points to these areas. Teachers will be trained to use the data to individualize instruction, set goals, and facilitate parent involvement.

Local Assessments:

All curricula being implemented have assessment provisions embedded as part of their programs. These on-going 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 these assessments will contribute to ensuring that teachers have the necessary data to determine student growth and plot the course to the mastery of standards.

- The mCLASS Math: This program is an integrated screening, progress monitoring, and diagnostic assessment system that helps determine children's understanding of mathematical skills and concepts in kindergarten and 1st grade. The program allows staff

- to conduct one-to-one or written benchmark assessments with students and receive instant diagnostic profiles and suggested instructional activities to remediate skill gaps.
- The mCLASS DRA: This assessment identifies the needs of each student in grades K and 1 in the area of literacy. This short, one-minute fluency assessment measures foundational reading skills and compares student progress with predictive, research-based benchmark goals. These results allow teachers to track progress and target instruction to individual student needs.

Short Cycle Assessments - All curricula being implemented have assessment provisions embedded as part of their programs. These on-going 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 contribute to ensuring 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 a standards and which are ready for enrichment opportunities. This process allows for frequent monitoring of student progress and 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, which 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 can see 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.

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 once a month beginning in August and ending with the posttest in March. The director of academics and teachers will get these tests from released WVGSA questions, triumph learning practice tests, Buckle Down practice tests, and released items from other states that use a similar assessment. Teachers will be learning the test construction parameters used by all testing companies. The Academy staff will receive training on how to construct those assessments with a goal that they will become better test creators, modelers, and graders, causing the students to become better test takers. 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 grade. The mock test is a monthly checkpoint to monitor student growth.

Formative Assessment:

Formative assessment is essential to the Academy's academic model. The School believes that assessment should be frequent and authentic, and its results immediately actionable. Several assessment systems will be used to assess students against the relevant state standards. All of these assessments will be in addition to state mandated assessments and the computer adaptive assessment.

When incorporated into classroom practice, the formative assessment process provides information needed to adjust teaching and learning while they are still happening. The process serves as practice for the student and a check for understanding during the learning process. The formative assessment process guides teachers in making decisions about future instruction. While the possibilities are endless, a few examples of formative assessments that the School plans to be used in the classroom include:

- Hand Signals: Asking students to display a designated hand signal to indicate their understanding of a specific concept, principle, or process (Thumbs up/down).
- Web or Concept Maps: Any of several forms of graphical organizers which allow learners to perceive relationships between concepts through diagramming key words representing those concepts.
- Student Conference: One on one conversation with students to check their level of understanding.
- Think-Write-Pair-Share: Students think individually, write their thinking, pair and discuss with partner, then share with the class.
- K-W-L & KWL+: Students respond as whole group, small group, or individually to a topic as to "What they already know, what they want to learn, what they have learned." PLUS (+) asks students to organize their new learnings using a concept map or graphic organizer that reflects the key information. Then, each student writes a summary paragraph about what they have learned.
- Quick Write: The strategy asks learners to respond in 2–10 minutes to an open-ended question or prompt posed by the teacher before, during, or after reading.

Teachers will frequently review I-Ready scores, DRA, and short cycle assessment 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.

A goal is that students will be empowered to develop a data-based action plan leading to mastery. Students will monitor their own achievement and track their growth. Students will be taught to 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 on-going 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 WV State Assessments, the Academy will use formative assessment data to

monitor the effectiveness of resources, materials, and determine the need for additional professional development.

Quantitative goals:

- **Achievement:** At least 75% of students continuously enrolled from the fall diagnostic window through the spring diagnostic window will reach their typical growth target as defined by the i-Ready diagnostic report.
- **Growth:** Using i-Ready, 80% or more of students to reach their annual target in English and math, resulting in at least 10% growth from fall to spring annually.
- **State Accountability Results:** The percentage of students continuously enrolled by October 1st categorized as proficient or advanced on the most recent state assessment will surpass the percentage achieved by the local school district by 10% or more.

Academic Goals: Progress towards the School's 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 Governing 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 Governing 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 Governing Board and Authorizer will receive grade level and school level data only.

Non-Academic Goals: Fiscal goals will be monitored through monthly fiscal reports presented to the Board of Directors and Authorizer along with the independent audit performed at the end of the fiscal year. Parental involvement will be tracked through sign-in sheets at school events and a visitor check-in system which tracks when individuals volunteer or attend meetings at the school.

Overall Assessment:

If the School has generally been showing improvement, as determined solely by the Authorizer, toward its goals over the course of its charter term, the Authorizer may consider the school as making progress toward meeting its goals and will consider additional factors in determining renewal.

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

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

may request that the Authorizer employ additional indicators in demonstrating the relative success of the School.

2. State Accountability System (§§18-5G-8.b.4 and 11.a.10.c).
 - a. The School agrees to participate in the State accountability system. The School shall be given access to and shall utilize the electronic education information system established by the West Virginia Department of Education, is subject to the Student Data Accessibility, Transparency and Accountability Act pursuant to section §18-2-5h of the State Code, and shall report information on student and school performance to parents, policy-makers and the general public in the same manner as noncharter public schools utilizing the electronic format established by the West Virginia Department of Education.
 - b. The School agrees to follow all State guidelines and regulations for administering tests under the State accountability system.

3. Additional Metrics. Pursuant to State Code §18-5G-9(c), to the extent that the State Accountability System and other provisions of this Charter do not provide for capture of the following, the School shall report to the Authorizer the following academic and operational performance indicators, measures, and metrics that the Authorizer will use to evaluate the School:
 - (a) Student academic proficiency:
 - a. **Achievement:** At least 75% of students continuously enrolled from the fall diagnostic window through the spring diagnostic window will reach their typical growth target as defined by the i-Ready diagnostic report.
 - b. **Growth:** Using i-Ready, 80% or more of students to reach their annual target in English and math, resulting in at least 10% growth from fall to spring annually.
 - c. **State Accountability Results:** The percentage of students continuously enrolled by October 1st categorized as proficient or advanced on the most recent state assessment will surpass the percentage achieved by the local school district by 10% or more.

 - (b) Student academic growth: At a minimum, roughly the same percentage of students in each grade are promoted to the next grade as in comparable noncharter public schools. Any gap that is at least 25 percent worse than for comparable noncharter public schools shall be considered a deficiency in the School's program, provided that the sample size is large enough to account for margins of error within this metric. If the sample size is not large enough to perform the calculation grade by grade, the calculation will be performed for the entire school.

 - (c) Achievement gaps in both student proficiency and student growth between student subgroups, including race, sex, socioeconomic status, and areas of exceptionality: The School shall report any such gaps to the Authorizer. Any gap that is at least 25 percent larger than for comparable noncharter public schools shall be considered a deficiency in the School's program, provided that the sample size is large enough to account for margins of error within each metric.

 - (d) Student attendance, suspensions, and withdrawals: Any gap that is at least 25 percent worse compared with comparable noncharter public schools shall be considered a

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

- (e) Recurrent enrollment from year to year: A retention rate below 80 percent from one year to the next shall be considered a deficiency in the School's program.
- (f) Governing Board's performance and stewardship, including compliance with all applicable statutes and terms of this Contract: The Governing Board shall fully comply with the Contract and all applicable law. If the School has met the metrics above and remains financially viable, the Authorizer shall deem the Governing Board's performance and stewardship to be meeting expectations.

B. Authorizer Oversight (§§18-5G-9.b.3–6).

1. The rights and duties of the Authorizer and the School, and the administrative relationship between the Authorizer and the School, shall be as defined by law and as further specified in this Charter. The Authorizer's general supervision will respect the autonomy of the charter school in overseeing personnel, curriculum, calendar, finances, and other decisions as required by law and acknowledged throughout this Charter.
2. The Authorizer is obligated to oversee, monitor the progress of, and supervise the charter school. In general, the Authorizer will regularly assess, formally and informally, whether the School is delivering the educational program and other components defined in the charter contract. These efforts will focus primarily on whether the School is meeting or making progress towards its accountability goals and on the School's performance in relation to noncharter public schools in the State. Additionally, the Authorizer will monitor and annually determine whether the School's overall academic, operating, and fiscal conditions comply with State and Federal law. The Authorizer also will monitor the School's compliance with other applicable federal and state law including the State and United States constitutions as amended, including civil and constitutional rights. The Authorizer will work cooperatively with the School, as outlined below, in executing the Authorizer's responsibility to oversee the correction of any deficiencies found.
3. Monitoring and assessment will occur through document review, site visits, and potentially other methods. Scheduled site visits will be conducted at least annually and may be conducted more frequently if warranted, at the discretion of the Authorizer. The School shall provide all requested documentation, including documentation regarding the School that is held by any Education Service Provider or other contractor as determined necessary in the sole discretion of the Authorizer.
4. Improvement Requirements (§§18-5G-9.b.6, 18-5G-6(g)).

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

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

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

The School plans to provide special education and related services to eligible students at least to the extent required by applicable state and federal law. The School's programs and services for a student with a disability will be provided in accordance with the student's individualized education program (IEP) and all federal and state laws, regulations, rules, and policies. The School shall develop, implement, monitor, and evaluate an IEP, including any necessary accommodations under the law, for each such student eligible under the provisions of IDEA and other applicable law. The School agrees to consult the State Board of Education's Policy 2419, Regulations for the Education of Students with Exceptionalities, to understand best practices regardless of whether they are required by law.

In accordance with Federal law, no otherwise qualified student with an exceptionality seeking to engage in a major life activity shall, solely by reason of her or his exceptionality, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by the School.

In each student's case, the School shall either deliver the services directly or shall contract with a county board or another provider to deliver the services as the School chooses in its sole discretion. Failure to provide legally required services will result in an immediate finding of deficiency and required corrective action. The School agrees that in such cases, immediate correction is warranted.

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

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

The School's plan includes, in its words::

The Academy will comply with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), the Individuals with Disabilities Education Act

("IDEA"), as well as the West Virginia Special Education Rules. The proposed school administrative office will be ADA compliant.

After a student's application for enrollment has been confirmed, families will be given the opportunity to inform the School if their child has an IEP or 504 Plan. The parent/guardian/adult student may provide a copy of the documents or the Academy will request the documents from the previous school.

Upon enrollment, the special education team will review the evaluation report and IEP from the previous school district. After consultation with the parent/guardian/adult student, the school will offer comparable services as outlined in the student's existing IEP. An IEP Team will be convened within 10 instructional days of obtainment of the IEP to adopt or amend the existing IEP. For a student with an existing 504 Plan, we will convene a 504 team meeting with the parent/guardian/adult student in a reasonable amount of time, but no later than 30 days after the obtainment of the 504 plan. In addition to being active participants in the IEP Team and 504 team meetings, the parent/guardian/adult student will be provided with a copy of the Procedural Safeguards Notice on a yearly basis at minimum.

Student Services Team

The Student Services team empowers students to overcome academic, social, emotional, mental health or other challenges to ensure students are successful in school and in their community. This holistic approach includes early intervention, social development, support services, and linking families to school and community resources. Student Services team members and teachers work together with families to provide the wrap around supports needed to ensure students are motivated and stay on track for graduation. Blocks of time for remediation and enrichments will be deliberately added into the daily and weekly schedule.

Instructional Programming

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

Related services (for example: occupational or physical therapy, counseling) will be provided face-to-face, via computer, in homes, community sites, and/or therapist offices, depending on the needs of each individual student and as provided in the student's IEP.

Assistive Technology (AT)

Assistive Technology is any sort of device that helps those with disabilities have equal access to the curriculum. These tools might include recording devices, closed captioning, personal listening devices and special keyboards. If the case conference committee determines that a student needs any assistive technology devices or services, the Academy will provide – at no extra cost to the family - the requisite AT, including any item, piece of equipment, or product system, whether acquired commercially off the shelf, modified or customized. Students have access to screen readers, text readers, dictation and word prediction software, large monitors, alternative keyboards and mice, and other AT as specified in the students' IEP.

Transition

The IEP team will develop a transition plan that will be in effect when the student enters 9th grade, becomes 14 years of age, or earlier if the IEP team determines it appropriate. The transition plan will prepare the student to move from school to post-school activities including post-secondary education, vocational education, or adult education independent or supported employment and, when appropriate, independent living skills or community participation. The student will be invited to join and participate in the IEP meeting.

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 in an effort 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

The 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.

Staffing

The Academy will ensure that all special education teachers will all have the required state licensing as Teachers of Record for students with disabilities. The school will ensure reasonable

workloads for staff supporting students with disabilities, ELL students, gifted students, and other at-risk students. Please reference the budget assumptions for additional details.

2. Child Find: The School plans to comply with its Child Find responsibilities under the law, as the School states here:

Student Identification and Child Find

The Academy will develop and implement written policies and a variety of procedures to ensure the location, identification, and evaluation of students who are in need of special education and related services. As a statewide charter school, the Academy understands that its child-find responsibilities extend throughout the state, and that those responsibilities will overlap with those of school districts around the state, as well. Accordingly, the Academy will utilize a variety of community outreach procedures available in a primarily online format to reach families across the state who suspect their child may be eligible for special education services. These procedures may include social media outreach, postings on the Academy website, site-based postings, and outreach to community organizations, home-school populations, and private school populations throughout the state. School administration will ensure that all staff are appropriately trained in these policies and procedures and that they receive appropriate support. School administration and other school staff will also ensure that parents/guardians are aware of the process for determining if a student is eligible for special education and how to initiate and participate in the process.

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 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 students' response to MTSS/RtII efforts are 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.

D. Enrollment (§§18-5G-1, 5G-11.a, and 5G-3.a.8).

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

V. Acknowledgments

The Authorizer will monitor each of the following areas for compliance. The School acknowledges:

- Pursuant to W. Va. Code §18-5G-2(1), the School will operate as a nonprofit organization under Sec. 501(c)(3) of the IRS Code.
- Pursuant to W. Va. Code §18-5G-3(a)(1) and §18-5G-3(c)(6), the School will administer the same required general summative assessments, using the same protocols, as noncharter public schools.
- Pursuant to W. Va. Code §18-5G-3(a)(3), the school will not be home school based and will only be predominately a virtual school if the School has been authorized as a virtual public charter school.
- Pursuant to W. Va. Code §18-5G-3(a)(7), the School will not charge tuition and will only charge fees as may be imposed by noncharter public schools.
- Pursuant to W. Va. Code §18-5G-3(a)(8), the School will not, whether through the admission or enrollment process or general operation of the School, put in place requirements or practices that would exclude any child from admission or enrollment who would not be excluded at a noncharter public school. Additionally, the School's admission and enrollment processes shall comply with applicable law and be void of discrimination except for exceptions recognized in the State Code.
- Pursuant to W. Va. Code §18-5G-3(c)(1), the School will comply with all federal requirements applicable to noncharter public schools in the State, including but not limited to federal nutrition standards, the Civil Rights Act of 1964 (Pub.L. 88-352, 78 Stat. 241 (1964)); the McKinney-Vento Homeless Assistance Act, U.S.C. 11431 et seq.; the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Pub.L. 108-446; the Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 328 (1990); Section 504 of the Rehabilitation Act of 1973; and IDEA, including its mandate that students with exceptionalities covered by its protections receive FAPE with access to the general curriculum in the least restrictive environment (LRE) appropriate for their needs. The School acknowledges it shall be prepared to enroll a comparable proportion of students with exceptionalities as are enrolled in noncharter public schools.
- Pursuant to W. Va. Code §18-5G-3(c)(2), the School and its governing board will timely comply and respond to requests received pursuant to the Freedom of Information Act (W. Va. Code §29B-1-1 et seq.).
- Pursuant to W. Va. Code §18-5G-3(c)(2), the governing board will conduct its business in compliance with The Open Governmental Meetings Act (W. Va. Code §6-9A-1 et seq.).
- Pursuant to W. Va. Code §18-5G-3(c)(3), the charter school will adhere to the same immunization requirements that are applicable to noncharter public schools.
- Pursuant to W. Va. Code §18-5G-3(c)(4), the charter school will adhere to the same compulsory school attendance requirements that are applicable to noncharter public schools.
- Pursuant to W. Va. Code §18-5G-3(c)(5), students attending the charter school will receive the same minimum number of days or an equivalent amount of instructional time per year as required of students attending noncharter public schools under W. Va. Code §18-5-45. If a virtual charter school utilizes a learn at your own pace program, it shall acknowledge that sufficient opportunity for learning and engagement is provided to allow mastery of course content by students enrolled

in the virtual charter school.

- Pursuant to W. Va. Code §18-5G-3(c)(7), the charter school will comply with the West Virginia Student Data Accessibility, Transparency and Accountability Act as set forth in W. Va. Code §18-2-5h and all implementing regulations (W. Va. 126CSR94, Policy 4350, Procedures for the Collection, Maintenance and Disclosure of Student Data), in addition to the Family Educational Rights and Privacy Act (FERPA).
- Pursuant to W. Va. Code §18-5G-3(c)(11), contractors and service providers, and employees of the same, are prohibited from making direct contact with students, virtually or in person, and will not be permitted unaccompanied access to school grounds when students are present until it can be verified that such individuals have not previously been convicted of a qualifying offense pursuant to W. Va. Code §18-5-5(c).
- Pursuant to W. Va. Code §18-5G-1(f), no elected official is receiving, or will receive, monetary compensation or otherwise profit from the approval or operation of the School, except that this prohibition does not prohibit the employment of an elected official by the School after it has been authorized.
- Pursuant to W. Va. Code §18-5G-3(c)(8), the School will use the West Virginia Education Information System (WVEIS) to timely and regularly report all data required by statute, policy, and this Charter. The Authorizer is legally responsible for collecting and reporting to the State Board of Education all state-required assessment and achievement data for the School, and this Contract authorizes the School to collect and report that data through WVEIS in order to fulfill the Authorizer's responsibility.
- Pursuant to W. Va. Code §18-5G-3(c)(10), the School and governing board will meet the same accounting and financial reporting requirements required of noncharter public schools, including but not limited to participation in the State Auditor's financial transparency website. The School shall annually engage an external auditor to perform an independent audit of the School's finances. The School shall submit the audit to the Authorizer and to the state superintendent of schools within nine months of the end of the fiscal year for which the audit is performed.
- Pursuant to W. Va. Code §18-5G-8(b)(13) and §18-5G-3(c)(13), the School will adhere to the same building codes, occupancy requirements, regulations, and facility fees that apply to noncharter public schools under Chapter 18 of the W. Va. Code, including but not limited to West Virginia State Fire Marshal inspections and certificate of occupancy certificate requirements. The School will obtain and maintain all required occupation and operation certificates and licenses prior to the first instructional day for students.
- Pursuant to W. Va. Code §18-5G-11(a)(6), the School shall not discriminate against any person on any basis which would be unlawful, under state or federal law, for noncharter public schools, but this prohibition shall not be construed to limit a charter school from establishing any of the limited set of enrollment preferences allowed in W. Va. Code §18-5G-1 et seq.

VI. Operations and Culture

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

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

at your own pace program, it is exempt from the instructional term requirement (§18-5G-14.a.9) but shall provide sufficient opportunities for learning and engagement around course content.

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

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

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

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

D. Food Service (§18-5G-8.b.17)

The Academy will follow the guidance from the USDA to establish a National School Lunch Program. The School will utilize the strategies and tools outlined in the US Food & Nutrition Services Verification Toolkit.

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

VII. Student Enrollment, Recruitment, and Retention

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

1. Primary Recruitment Area. The primary recruitment area for the School will be Jefferson County and all contiguous counties.
2. Student Enrollment Preferences. (§18-5G-11.a.7)

- a. Children previously enrolled in the charter school.
- b. Children who reside within the primary recruitment area.
- c. Children who are siblings of students already enrolled in the charter school.
- d. Children with special needs.

Preferences for students with special needs must define the documentation required to qualify for this preference. Documentation requirements must be minimally intensive to afford access to students with special needs and their families independent of their access to the resources necessary to complete documentation.

- e. Children of governing board members and full-time employees of the charter school, so long as the number of students enrolled under this preference constitutes no more than five percent of the school's total student enrollment.

3. Student Enrollment Plan (§18-5G-8.b.7)

Each year, the Academy will announce its open enrollment period for parents or guardians who would like to submit an application for their students(s). Outreach activities will be conducted via multiple marketing pathways. If the number of applicants exceeds the capacity of the school or grade level, the Academy will conduct a random selection lottery after first granting enrollment preferences for prior year students and then for a sibling of a current student enrolled in the school, as outlined above. If the number of lottery applications does NOT exceed the number of available seats, registration opens to the public and enrolls until capacity.

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 the Academy mid-school year may do so if the school has capacity to serve that student in that grade level. Otherwise, the student will be added to a waitlist for that grade level.

Families will have access to an online enrollment portal to complete admissions forms and upload compliance documentation required for public school enrollment in the state of West Virginia. This includes proof of identity, proof of WV residence and proof of current immunization record.

4. System for Transparent and Random Admissions Lottery (§18-5G-11.a.8)

If an enrollment lottery is required, the following guidelines will apply:

- a. Applicants will receive confirmation of being in the lottery, and the date, time, and place of the lottery.

- b. The lottery will be conducted by a designee and be overseen by a delegated member of the Academy Board.
- c. On the day of the lottery, the lottery official will check to assure all applicant student names are appropriately included in the random selection process.
- d. The lottery will begin by selecting applicants at the highest grade level with the enrollment preferences, mentioned below, as the first chosen. The process will continue to work backwards through grade levels until Pre-kindergarten is complete.
- e. Once an applicant is selected, enrollment of that student is assumed for the remainder of the lottery process.
- f. The designee will monitor selections to ensure grade levels are not overenrolled.
- g. Any applicant student who is not offered enrollment will be placed on a waitlist.

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

VIII. Personnel

A. Hiring Practices (§18-5G-3.b.8)

- 1. **Background Check.** All personnel, board members, and all other individuals who have physical or virtual presence or interaction with students enrolled at the charter school shall undergo a criminal history check before being hired by the school (§18-5G-3.c.11).

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

The School is responsible for establishing a staffing plan that includes the requisite qualifications and any associated certification and/or licensure necessary for teachers and other instructional staff to be employed and for verifying that these requirements are met, and the School shall do so. The School shall provide its plan to the Authorizer within 90 days of the first instructional day of the School.

The Academy will actively recruit WV licensed teachers who are excited to create a rigorous and nurturing classroom environment that prioritizes student learning and social-emotional development. The school will look to hire a diverse staff of passionate administrators and educators who value research-based practices and a desire to grow as professionals.

Valid documentation of qualifications may include a four-year undergraduate degree or higher in a subject related to those the individual will teach, a professional certification in a field related to the one the individual will teach, and/or other comparable documentation deemed acceptable by the authorizer.

C. Staff Handbook (§18-5G-8.b.11).

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

IX. Financial Accountability (§18-5G-8.b.9).

The School shall maintain fiscal and internal control policies as described in its Board Policy Manual. The School shall immediately submit to the Board for approval any changes to the Board Policy Manual that alter the School's fiscal and/or internal control policies.

X. Facilities

A. Location

1. The School shall be located at 449 Rose Hill Drive, Kearneysville, WV, 25430. (§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 appropriate documentation.

XI. Insurance and Indemnification

A. Coverage (§18-5G-8.b.16)

1. The School shall maintain adequate insurance for liability, property loss, and the personal injury of students comparable to noncharter public schools within the local school districts operated by the county boards in the School's PRA (or in general in the State in the case of statewide virtual charter schools), which may include coverage from the Board of Risk and Insurance Management pursuant to §29-12-5a of the State Code.
2. Preopening condition: The School shall timely provide the Authorizer appropriate documentation at least 30 days prior to the first instructional day for students. If the insurance types or amounts change, the School shall immediately notify the Authorizer.

XII. Governance (§126-79.8.b.6)

A. Governing Board

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

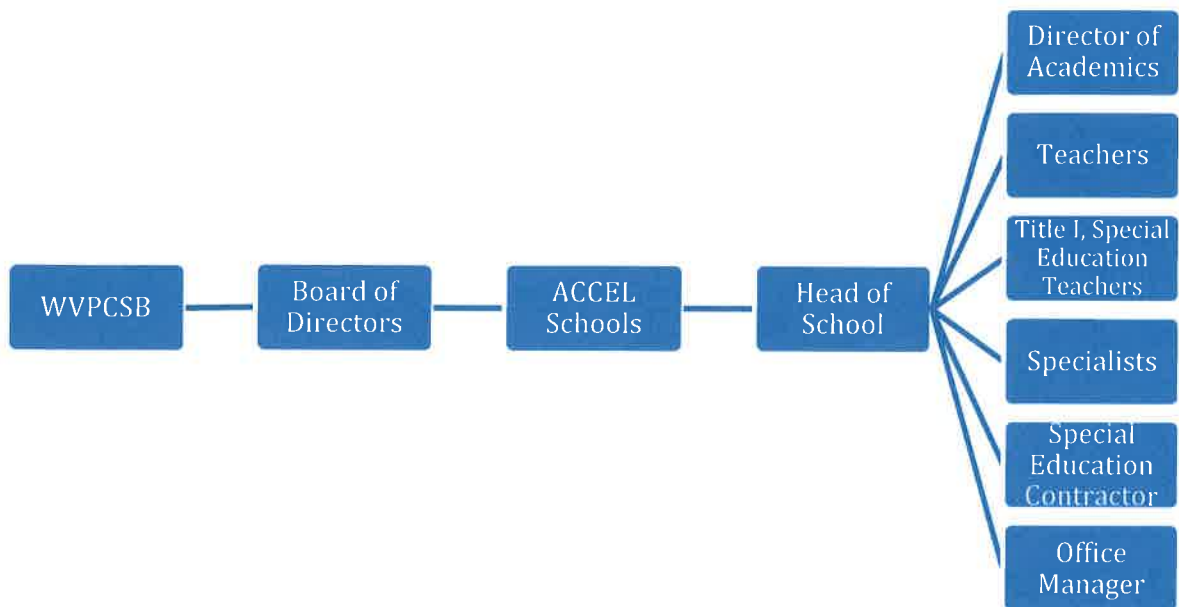
- a. Two parents or guardians of students attending the School. These members may be identified after enrollment has occurred; and
- b. Two members who reside in the community served by the School.

2. Qualifications (§18-5G-7.b)

Governing board members must:

- a. Not be employees of the charter school administered by the governing board.
- b. Not be employees of an educational service provider that provides services to the School;
- c. File (within 30 days of joining the governing board, except that current members must file within 30 days of execution of this Charter, and within 30 days of any change) a full disclosure report to the Authorizer identifying potential conflicts of interest, relationships with management organizations, and relationships with family members who are employed by the school or have other business dealings with the school, the management organization of the school, or any other charter public school;
- d. Participate in training for governing board members (at least one training per year related to appropriate oversight of the School), which may be provided by the Authorizer, the West Virginia Department of Education, or another provider;
- e. Collectively possess documented expertise in leadership, curriculum and instruction, law, human resources, and finance;
- f. Be considered an officer of a school district under the provisions of W. Va. Code §6-6-7 (removal from office shall be in accordance with the provisions of that section);
- g. Disclose and explain to the Authorizer any education-related actions taken, legal or otherwise, against them for academic, financial, or ethical concerns, whether or not specifically regarding charter schools; and
- h. Be subject to criminal history record checks, fingerprinting requirements, and restrictions relating to such checks as apply to noncharter public schools in the State. (§18-5G-3.c.11)

C. Organizational Structure (§18-5G-8.b.6)



D. Board Policies. (§18-5G-8.b)

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

- 1.A policy to ensure against fiscal mismanagement, including fiscal and internal control policies sufficient to safeguard all funds and other assets;
- 2.A policy for budget-creation, review, approval, and amendment to maintain a strong financial situation;
3. Personnel policies in the form of a staff handbook which, at minimum, shall include: (§18-5G-8.b.11)
 - a. Staff responsibilities;
 - b. Performance management processes and performance management plans for administrators, teachers, other instructional personnel, and other staff;
 - c. Employment practices and policies consistent with all due process obligations; and
 - d. A whistleblower policy.
4. A student discipline policy allowing for appropriate due process for all students, including students with disabilities and consistent with state and federal laws;
5. A student safety policy that includes how the School will obtain criminal history checks of staff, board, and adult community members as required by law; and
6. A transparent dispute resolution policy that defines how parents, students, and staff can file a complaint and defines the role the governing board will play in resolving disputes.

B. Resolving Disputes with Authorizer (§§18-5G-9.b.8, 18-5G-8.b.22)

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

XIII. Renewal and Revocation of Charter Contract

A. Term.

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

B. Contract Renewal (§18-5G-10)

The parties agree to follow the process outlined in §18-5G-10 of the State Code. If the Code is amended, it shall have precedence over any conflicting element in this section XIII.

1. Review by Authorizer.

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

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

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

After the review described in section XIII.B.1 above, if the School is satisfactorily meeting its legal obligations and performance indicators described above, the Authorizer shall renew the Charter upon application by the School. If the Authorizer chooses to enter a nonrenewal process:

- a. Each party has the right to be represented by counsel at all meetings, hearings, and interactions between the governing board and the Authorizer.
- b. As stated above, the Authorizer shall notify the School of the prospect that the Charter may not be renewed and the reasons for the potential nonrenewal no later than June 30 preceding the final school year of this Contract.
- c. As stated above, a time period of 60 days, prior to the submission of a renewal application, is available to the governing board to respond to the proposed nonrenewal.
- d. Additionally, the governing board may apply for renewal and, during the application and application review process, the governing board may provide additional documentation and testimony regarding why the Contract should be renewed.
- e. Prior to making its final decision about renewal, the Authorizer shall hold a recorded public hearing regarding renewal if the governing board so requests.
- f. The Authorizer shall consider the governing board's response(s), application, testimony, and documentation, as well as the recorded public hearing if requested, prior to rendering a final decision regarding the nonrenewal of the Charter contract.

- g. Pursuant to W. Va. Code §18-5G-9(d)(7), if the Authorizer determines not to renew the Charter, the Authorizer shall issue a written decision that includes its reasons, which may include any legal basis for nonrenewal including, in the reasonable discretion of the Authorizer, any of the nonrenewal conditions stated at W. Va. Code §18-5G-10(f).
- h. Following the timeline above, the Authorizer shall render its final decision regarding renewal or nonrenewal in writing no later than November 30 of the final school year of this Contract.
- i. The Authorizer shall hold an open meeting at which it shall adopt a resolution that includes the text of its final decision regarding renewal or nonrenewal.
- j. If the Authorizer fails to issue the written decision and adopt the resolution during an open meeting, the Charter will be deemed to be renewed for a period of five years.
- k. Pursuant to W. Va. Code §§ 18-5G-9(d)(10), a provision that the failure for the authorizer to act on a renewal application within the contractual and statutory timeframes shall be deemed an approval of the renewal application.

C. Revocation of Contract

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

XIV. **Miscellaneous Provisions**

A. Startup Plan (§18-5G-8.b.23)

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

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

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

C. Parent Involvement (§18-5G-8.b.25)

Increased parental involvement in a child's education directly impacts student achievement rates. The founding Governing Board shares common goals towards the involvement of parents in each 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 the Academy's operation.

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

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

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

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

D. Ethics Standards (§18-5G-8.b.19)

The School shall maintain an ethics policy as described in its Board Policy Manual. The School shall immediately submit to the Board for approval any changes to the Board Policy Manual that alter the School's ethics policy.

E. Five-Year Budgets

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

F. Contract Amendment (§18-5G-9.b.7)

The School has exclusive control over its daily operation under the law. Nevertheless, any change to the School's promises in this Agreement must occur by amending the Agreement. Amendments to a duly executed charter contract must be in writing and agreed upon by all parties to the charter contract (see also §126-79.6.3). The School may petition the Authorizer to amend the charter by submitting in writing the amendment request.

1. The Authorizer will determine whether the change(s) are significant enough to hold a public forum about the change(s); if they are so determined, the Authorizer will hold the forum (which may be virtual or in person) within 30 days of receiving the amendment request.
2. The Authorizer will endeavor to respond favorably or unfavorably to a request to amend this Agreement within 60 days of receipt.
3. The Authorizer and School will negotiate in good faith regarding the request.

- G. Workers' Compensation Insurance: The School shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- H. Taxes: The School shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- I. Applicable Law: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- J. Compliance with Laws: The School shall comply with all applicable federal, state, and local laws, regulations and ordinances. The School acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- K. Modifications: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Authorizer, and the School.
- L. Waiver: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- M. Assignment: This Contract may not be assigned by the School without the express written consent of the Authorizer and any other government agency or office that may be required to approve such assignments.
- N. Indemnification: The School agrees to indemnify, defend, and hold harmless the State and the Authorizer, their officers, and employees from and against: (1) Any claims or losses for services

rendered in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the School, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the School, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

- O. Conflict of interest: The School, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. The School shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Authorizer.
- P. Void Contract Clauses: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.
- Q. Notices. Written notices shall be provided as follows. If a Party's notification address changes, the party shall notify the other Party in writing, which may include email.

If to the Governing Board:

449 Rose Hill Drive
Kearneysville, WV 25430

or

anhnguyenepa@gmail.com

If to the Authorizer:

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

or

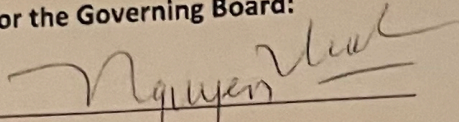
adam.kissel@wvpcsb.org

or

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

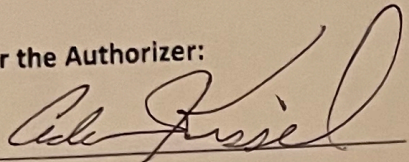
The parties agree to this Charter.

For the Governing Board:



Anh Nguyen, Chair

For the Authorizer:



Adam Kissel, Chairman
West Virginia Professional Charter School Board

[Revised January 10, 2023]

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

Name of the current Education Service Provider (ESP): ACCEL Schools, Inc.

This appendix discusses the contract between the School and the ESP. The Governing Board shall ensure that the Authorizer always has a current copy of the Governing Board's contract with its ESP (if any), with the first iteration due to the Authorizer no later than May 15, 2022.

If the School wishes to change its contract with the ESP with respect to any of the twelve items below, it must receive prior approval from the Authorizer. All other changes must enable the School and its Governing Board to comply with all applicable law. The School shall submit any amended contract with its ESP to the Authorizer within 14 days of the amendment.

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

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

Additionally:

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

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

2. Pursuant to W. Va. Code §18-5G-7(c)(4), the Governing Board must require the ESP to provide the Governing Board with monthly detailed budgets.
3. Pursuant to W. Va. Code §18-5G-4(b)(6)(ix), the Governing Board shall require that the ESP provide the Governing Board with an annual report on any successful innovations that may be replicated in other schools. The report shall provide information about how noncharter public schools may implement these innovations, if any. The Governing Board, in turn, shall submit the same or a similar report to the Authorizer.