

WEST VIRGINIA
**CHARTER
SCHOOLS**

WEST VIRGINIA STANDARD
PUBLIC CHARTER SCHOOL APPLICATION

Eastern Panhandle Preparatory Academy

K - 12



GENERAL INFORMATION

APPLICANT

Type of School:

(please select one)

New School: Any one or more combination of parents/guardians, community members, teachers, school administrators, or institution of higher education in this state.

Conversion Charter School: An existing West Virginia public school that is not a public charter that seeks to operate as a public charter school. Existing private, parochial, and nonpublic schools are not permitted to apply as a conversion charter school. Applicants seeking to establish a conversion charter school can apply only to the county board of education where the school is located.

Virtual Charter School

Will you be offering educational services predominately through an online program?

Yes, educational services will be provided predominantly through a synchronous, online program.

Yes, educational services will be provided predominantly through a learn at your own pace program.

No, education services will not predominantly be provided through an online program.

(Applicants selecting 'yes' below must also complete the Virtual Charter School portion of the application starting on page 19 of this application.)

Education Service Provider

Will you be hiring an Education Service Provider (ESP)?

Yes

No

If yes, add the name of the ESP: Accel Schools

Name of Proposed Public Charter School:

Primary Contact

Eastern Panhandle Preparatory Academy

Name: Mark Fuhmann

Phone Number: [REDACTED]

Email Address: [REDACTED]

Authorizing Agency

West Virginia Professional Charter School Board

County Board(s) of Education (please list): _____

501(c)(3) Status:

Obtained on date: _____

Applied to obtain on date: 8/31/2021 –
Electronically submitted

Receipt #: _____

Enrollment

Grades offered at full capacity:

Note: The maximum enrollment projections for virtual charter schools may not exceed the statutory enrollment cap as more fully detailed in West Virginia Board of Education Policy 3300, §§4.3.f.1. and 4.3.f.2.

Elementary School	Middle School	High School
X Kindergarten	X Sixth Grade	X Ninth Grade
X First Grade	X Seventh Grade	X Tenth Grade
X Second Grade	X Eighth Grade	<input type="checkbox"/> Eleventh Grade
X Third Grade		<input type="checkbox"/> Twelfth Grade
X Fourth Grade		
X Fifth Grade		

Maximum Student Enrollment at Capacity: 600

Enrollment Matrix

Pursuant to W.Va. Code §18-5G-8(b)(14), the projected minimum and maximum enrollment per grade, per year throughout the duration of the contract.

Minimum Enrollment						
Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5	At Full Capacity
Kindergarten	15	15	15	17	17	50
First	15	15	15	16	17	50
Second	15	15	15	16	16	50
Third	15	15	15	16	16	50
Fourth	15	15	15	16	16	50
Fifth	15	15	15	16	16	50
Sixth	14	14	14	16	16	50
Seventh	14	14	14	16	16	50
Eighth	14	14	14	16	16	50
Ninth	14	14	14	15	16	50
Tenth	14	14	14	15	16	50
Eleventh	0	10	14	15	16	50
Twelfth	0	0	11	15	16	50
Total	160	170	185	205	210	650

Maximum Enrollment						
Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5	At Full Capacity
Kindergarten	20	21	22	24	25	50
First	20	21	22	24	25	50
Second	20	21	22	24	25	50
Third	20	21	22	24	25	50
Fourth	20	21	22	24	25	50
Fifth	20	21	21	23	25	50
Sixth	20	21	21	23	25	50
Seventh	15	21	21	23	25	50
Eighth	15	21	21	23	25	50
Ninth	15	21	21	22	25	50
Tenth	15	20	20	22	25	50
Eleventh	0	20	20	22	25	50
Twelfth	0	0	20	22	25	50
Total	200	250	275	300	325	650

Executive Summary

Offer a brief (one page) executive summary of the proposed school that highlights the mission, demand, and educational program.

The proposed Eastern Panhandle Preparatory Academy will be located in Jefferson County drawing students from throughout the county and contiguous counties. The Academy is replicating a successful model which has been in place for over 15 years at the Cornerstone Academy in Columbus Ohio. The model has landed Cornerstone Academy on both the ODE High Performing Community School and Community School of Quality (Criteria 1) lists. Cornerstone also received the CSP Grant for Expansion for two years. The Academy hopes to have a strong first year of enrollment of 200 students enrolled in K-10 in its inaugural year in 2022-2023. There is a need in this area for a high-quality charter school in Jefferson County because there is not an alternative to poorly performing district schools.

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.

The Academy will serve students in grades K-12 whose families desire school choice. We provide a safe, secure and positive individualized learning environment for children as an alternative to traditional public schools that have been ineffective in meeting certain family and student learning needs, or cost-prohibitive private schools. The school serves students who have either been displaced or underserved by traditional public schools. Until we can assess our students, we assume many will arrive more than one full grade level behind. Our 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 a healthy mind and body emphasis. 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 Highly Qualified 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.

MISSION, VISION, PURPOSE, AND DEMAND

Mission and Vision Statements

Write a clear, concise mission statement in one sentence that demonstrates the who (target student population), the what (educational program), the how (instructional design), and the why (demand).

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 the Jefferson County Area. 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.

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 diversity, 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.

We offer an enriched learning environment and a comprehensive system of supports to address the needs of the whole child. Below are core, compelling beliefs 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, our 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, we 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.

Overview of the School's Educational Program

Provide a brief summary of the proposed educational program including the grades the school will offer and how the educational program will provide a needed option for families.

Rationale

Write a rationale for establishing the charter school that explains how the academic and/or social-emotional needs of the target population are not being met by available public-school options. In your response, include all types of learners, including, but not limited to, students with exceptionalities, English Language learners, and those at-risk for dropping out of school. Pay special attention to the school's proposed location or county's historically underserved populations.

The first charter school law was passed in 1991 with several other states passing similar laws soon after. West Virginia has chosen to watch this education experiment play out for almost 30 years. As most would agree, when run with fiscal responsibility, research based instructional methods, and involved community members, students are provided with an individualized private school education in a public school. West Virginia is now one of 44 states and the District of Columbia who have laws supporting charter schools. The Eastern Panhandle Preparatory Academy hopes to be one of the first charter schools in the state and is excited about the prospect of educating the community about the positive influence they can have on a community. To date, the Board of Directors has held informal meetings with parents through the community to begin an outreach program about charter schools and the response has been extremely positive.

Demand

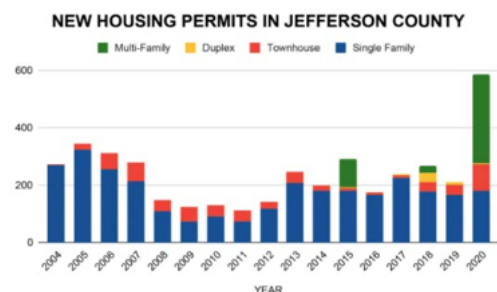
New Schools

Provide evidence of sufficient demand among parents/guardians and students in the local school district, primary recruitment area, and/or target underserved student population, including student and parent/guardian surveys.

The Board of Directors of Eastern Panhandle Preparatory Academy was drawn together out of a mutual concern for their children's' education. While Jefferson County has strong private and public elementary schools, the options for grades 6-12 are limited. As the potential for the approval of charter school legislation became more of a reality, the Board began to solidify their plan to establish a K-12 school in Jefferson County. The Academy will provide an environment where students can be educated in a small, focused setting without having to change schools multiple times. This model is supported by research and shows students perform better academically when they do not have to changes schools especially in adolescence (<https://www.educationnext.org/the-middle-school-plunge/>). The Board will focus on establishing a school where the climate is one where the students feel safe, respected, and are able explore various academic interests. Upon request, parent surveys can be provided.

Over the last few years, Jefferson County has experienced growth while the rest of West Virginia has shrunk. From 2010 to 2020, Jefferson County grew by 8% whereas West Virginia had a -3.2% decrease. According to a recent article, Jefferson County's housing trends indicate significant growth not see in years.

<https://wearetheobserver.com/housing-trends-indicate->



[growth-in-jefferson-county/](#) With new housing comes new families. Many of these families are relocating from expensive housing markets and strong school districts in Virginia and surrounding the District of Columbia. Depending on which list you look at, West Virginia is always in the bottom 20% for education, a strong charter school is needed to meet the expectations of incoming families.

Needs Assessment

New Schools

Present a thorough analysis of the financial sustainability of the charter school based on the current and future size of the student population that the charter school aims to attract and the demand among this population for additional educational options beyond existing non-charter public schools. This analysis must provide reasonable evidence of sustainability and must address a case for how the school will sustain based on factors such as population trends, changes in population demographics, local economic outlook, and enrollment changes in surrounding schools.

Market Analysis:

Eastern Panhandle Preparatory Academy will be located in the greater Jefferson County area. This location was selected due to the lack of charter schools in the vicinity. The area was attractive to Eastern Panhandle Preparatory Academy because Jefferson County currently has no charter schools and because of the latest Assessment Achievement Data scores in math, reading, and science from the 2020-21 school year.

Jefferson County has a total enrollment of 8,493 students (October 2020). The latest WVDE Assessment Achievement Data showed that 71% of students scored either “Does Not Meet Standard” or “Partially Meets Standard” in math, 54% scored either “Does Not Meet Standard” or “Partially Meets Standard” in reading, and 62% of students scored either “Does Not Meet Standard” or “Partially Meets Standard” in science. By WVDE standards, performance at “Does Not Meet Standards” and “Partially Meets Standards” is considered to be not proficient.

Demographics:

According to the 2020 U.S. Census, Jefferson County has a population 57,701 residents, 9.9% of which live below the poverty level. Jefferson’s population consists of 88.8% White and 6.4% Black or African-American. The Jefferson student population is characterized by the following ethnic segmentation: 74.7% White, 5.93% Black or African-American, 10.7% Hispanic or Latino, 0.99% Asian, 0.00% American Indian or Alaska Native, 7.54% Multi-Racial, and 0.14% Pacific Islander. The table below provides a picture of the schools that are in Jefferson County.

Table 1: Schools in Jefferson County

School	District	Math: % Partially Meets Standard or Below	Reading: % Partially Meets Standard or Below	Science: % Partially Meets Standard or Below	% Economic Disadvantage
Blue Ridge Elementary	Jefferson	84%	81%	88%	48%
North Jefferson Elementary	Jefferson	80%	66%	78%	52%
Page Jackson Elementary	Jefferson	n/a	n/a	n/a	37%
Ranson Elementary	Jefferson	92%	83%	82%	70%
Sheperdstown Elementary	Jefferson	55%	49%	68%	31%
C. W. Shipley Elementary	Jefferson	36%	36%	40%	28%
South Jefferson Elementary	Jefferson	67%	64%	74%	37%
Wright Denny Intermediate	Jefferson	66%	56%	57%	32%
T. A. Lowery Elementary	Jefferson	73%	63%	60%	44%
Driswood Elementary	Jefferson	60%	56%	71%	36%
Charles Town Middle School	Jefferson	78%	55%	58%	33%
Harpers Ferry Middle School	Jefferson	67%	48%	50%	35%
Sheperdstown Middle School	Jefferson	75%	48%	67%	32%
Wildwood Middle School	Jefferson	85%	61%	59%	46%
Jefferson High School	Jefferson	70%	38%	60%	30%
Washington High School	Jefferson	69%	43%	60%	31%

Evidence of a Track Record of Success (ESP ONLY)

Provide a brief summary of the ESP's experience, based on student outcomes, educating student populations similar to the targeted population, including demonstrated (1) academic achievement and growth, (2) social-emotional learning, and (3) successful management of non-academic school functions.

ACCEL Schools is a K-12 Educational Management Organization based in McLean, VA currently serving over 18,000 students across the country. ACCEL does not focus on one particular student demographic, nor subscribe to one specific school model or educational philosophy but rather customizes each school to maximize student performance. ACCEL

Schools tailor blended learning solutions and management services to the unique needs of each student and school. ACCEL Schools partners with each school board of directors to deliver a high performing school.

ACCEL Schools currently operates 50 Brick and Mortar schools in Colorado, Michigan, and Ohio and one virtual school in Ohio (OHDELA) as well as several virtual programs for districts across the country. Most ACCEL schools are in cities with high percentages of economically disadvantaged students. In 2015, ACCEL began managing the former White Hat and Mosaica Education brick and mortar charter schools including the highest performing charter school in Ohio. Since this time our portfolio has increased dramatically both from building new schools from the ground up and by working with schools experiencing academic and/or financial struggles.

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

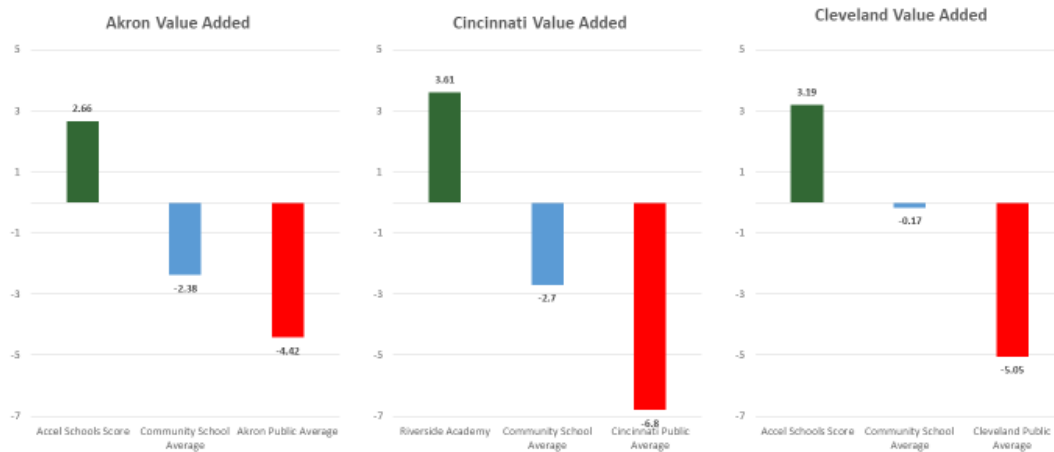
ACCEL is committed to continuing its work to improve educational quality and choice. Unfortunately, severe funding inequities hinder this mission. Charter schools traditionally receive less money per child than school districts. While schools try to compete with the salaries of the districts, this is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

(1) Academic Achievement and Growth:

ACCEL Schools strives to partner with the Board of Directors to create the high performing school the families deserve. We do not use specific curriculum materials but rather work with the school to maximize existing resources while ensuring alignment to the standards. Student progress is carefully measured using short cycle assessments throughout the school year. ACCEL schools are unique in our success with turnaround charter schools. We have an unassailable track record with schools with both academic and financial concerns.

ACCEL is often the only management company with an interest in turning around poor performing schools. We have a history of taking on projects, other management companies would walk away from. With that in mind, in 2015, ACCEL took over management of the former White Hat schools of Ohio. The chart below details the gains made in comparison to other charter and district schools.

Value Added: Students of Poverty*



accelschools.com

*When 80%-100% of students qualify for Free or Reduced Price Lunch (FRL)

Source: ODE Reports: "School Report Card Database" 2016, "FY2016 Data for Free and Reduced Price Meals"



Value Added: ACCEL's Turnaround Schools

Value Added Grade

	2013-2014	2014-2015	2015-2016
Broadway	F	C	A
Chapelside	F	F	D
East	D	F	A
Lincoln Park	F	F	C
Northcoast	C	F	A
Northwest	F	F	A
Riverside	C	F	A
University	C	F	A
West Park	F	F	C

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*Source: ODE Reports: "School Report Card Database" 2016, "Report Card Archives"



All turnaround schools combine intense professional development for teachers and administrators with a focused short cycle assessment plan. This model took Columbus Preparatory Academy from being a school slated for closure to the number one school in the state of Ohio. Columbus Preparatory Academy and Cornerstone Academy have combined strong academic instruction with short cycle assessment for years to yield strong results on the Ohio Assessments. Even through repeated changes in the state assessments, their

Performance Index scores have remained strong. This model was replicated in communities with high poverty and low student performance at Cleveland Arts and Social Sciences Academy, Columbus Arts and Technology Academy and Foundation Academy (Mansfield) with similar results. Eleven of ACCEL Ohio schools received A or B ratings for Value Added which measures the progress made by the school in 2015-16. In 2015-16, 60% of ACCEL schools had higher Performance Index scores than their school district.

Many of the schools in our portfolio were on the verge of closing when we began working with them. Due to the research-based methods used at these schools, five of the eight schools in the cohort saw significant Performance Index increases from FY 2016 to SY 2017. Broadway Academy, East Academy, and Northcoast Academy received Momentum Awards from the State of Ohio for progress made in all areas of Value Added.

When ACCEL began working with the portfolio of schools that were opened prior to our management, the schools were experiencing different levels of success. Some schools had a solid academic program with strong re-enrollment and little change in their teaching staff. Other schools were struggling significantly academically, financially, and staffing was unstable at best. ACCEL's approach to managing the schools has been to customize our approach to every school.

Many of our schools have been acknowledged by the Department of Education for their strong performance:

- **Accel Schools on the 2020-21 High Performing School List:**
 - South Columbus Preparatory Academy (84.5 Performance Index)
 - Cornerstone Academy Community School (92 Performance Index)
 - Columbus Humanities Arts and Technology Academy (78.1 Performance Index)

- **Accel Schools meeting Criteria 1 as a Community School of Quality**
 - Columbus Humanities, Arts and Technology Academy
 - Cornerstone Academy Community School
 - Foundation Academy
 - Lincoln Park Academy

South Columbus Preparatory Academy was a new school and is one of many successful school openings. Although they had low enrollment in year 1, they had strong academic results with a Performance Index of over 90, in year two with over 75 new students they maintained their success with an 84 Performance Index. In year 3, they continued to grow conservatively while applying a successful academic program (due to the pandemic, data is not available for 2019-20 or 2020-21).

While the bulk of our portfolio exists in Ohio, we have had great success in Michigan as well. Inkster Preparatory Academy was recognized as a Model School by the International Center for Leadership in Education in their first year as a charter school for their significant academic gains in a short period of time. Inkster has received consistent praise from their authorizer

Central Michigan University for academics and compliance.

Complete the following information for each school in operation within the past five school years:

Due to the large number of schools in our network, the information for each of the schools has been attached in a comprehensive spreadsheet (Attachment A).

(2) Social-emotional learning

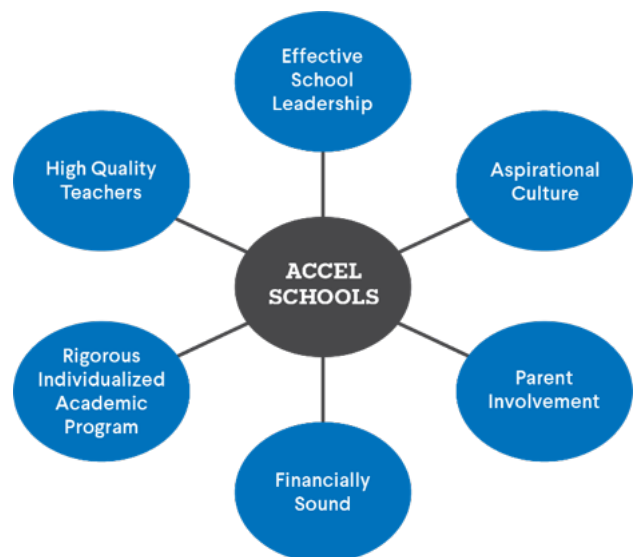
Accel Schools implement policies to address the Social Emotional Learning of all of our students. Clear expectations of behavior for the staff and students which is outlined in our handbooks. Our primary way of addressing the Social Emotional needs of our students is by first establishing a school climate where students, families, and staff feel safe and supported. Staffing around Social Emotional Learning differs based on the needs of the school. Schools may leverage their Title I or other grant funds to hire school counselors, social workers, family liaisons, and/or contract to outside experts.

Schools often leverage Title IV or other grant funds to purchase supplemental curriculum like Second Step, Panorama, Class Dojo and Kickboard. Professional development assists staff in implementing the programs in an effort to make a positive impact on student emotional well-being and academic achievement. Training allows staff to make a positive impact on student emotional well-being and academic achievement. Because positive school climate and SEL is a schoolwide focus, all staff receive professional development. Training is provided on the Positive Behavioral Intervention System, Trauma Informed strategies, and classroom-based activities typically used in morning meeting.

The professional development is used assist staff in implementing the programs in an effort to make a positive impact on student emotional well-being and academic achievement. After receiving training, teachers are able to advocate for their students, provide them with the tools and resources to develop positive relationships, make good decisions, problem solve, and communicate appropriately within the school community. The expectation is that the program will reduce student conflict, reduce referrals, and help create a positive and collaborative school climate.

(3) Successful management of non-academic school functions.

ACCEL Schools is focused on the success of our schools as a whole. Schools must not only have a rigorous academic program with strong leaders and teachers, the must also have a supportive culture and strong family involvement. With that in mind, we understand that one of the primary reasons why schools fail is they are not financially sound. The



partnership between the Board and ACCEL is critical to ensure the school thrives financially as well. The Board and ACCEL work closely on a monthly basis to analyze financial information and make policy and procedure decisions that will both improve academic achievement and maintain the fiduciary responsibility to the school. ACCEL maintains the following practices to support this:

- Operate within the existing funding
- Standard monthly package of information provided to the board
- Work closely with the board the budget and forecast forward
- Allow for regular stakeholder participation in budget setting and financial decisions
- Own school facilities whenever possible to ensure a financially sound lease rate for the schools and a safe environment for students and staff
- Use financial resources effectively to maximize resources available for the academic program

As stated above, when ACCEL began working with many of the schools in Ohio, while they may have been doing well academically, financially they were on the brink of closure. In 2018, 27 of the schools were operating in a deficit. Through proper financial management, strong marketing for enrollment, and support to reduce expenses, all but seven schools are operating with a surplus. Within the next 2-3 years, we expect the remaining schools to be operating with a surplus.

EDUCATIONAL DESIGN

Program Overview

Write a concise summary of the educational program and how it will achieve the charter school's mission and vision. In this description, focus on how your school is creating innovative educational methods, practices, and programs that will result in higher student achievement. Consider all types of learners, including English Language learners, students with exceptionalities, gifted and talented students, and those who are at risk for dropping out of school.

Curriculum and Instructional Design

Provide an outline of the following curricular elements for each grade level or grade band the school plans to offer at full capacity. Include in each response justification for your selection in relation to the student population, educational mission, and mastery of the West Virginia College- and Career-Readiness Standards or the standards you choose. To better ensure positive outcomes, cite available third-party research showing the positive impact of the curricular resource selection on the student population. For each response, explain how all students will learn, paying particular attention to those students who have been historically underserved, highlighting, at a minimum, students with exceptionalities,

English Language learners, gifted students, and those at risk of disengaging due to being below grade level.

Performance Standards

Write an overview of the learning standards for students at the charter school and a detailed explanation for how any deviation from the West Virginia College and Career Readiness Standards exceeds the rigor of those standards.

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 a healthy mind and body emphasis. 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.

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

The Academy has chosen to adopt Accel School's extensive Literacy Plan which has been attached for reference. The ACCEL Schools Literacy Plan articulates the components of literacy instruction and the research base for each. All components are grounded in relevant literacy research and includes evidenced based strategies. Stakeholders are expected to internalize and operationalize this plan to meet the needs of their respective schools and communities. The components of the ACCEL Schools Literacy Plan guides the work of school teams in meeting the literacy needs of all students, including those students who are second language learners and those who have cognitive challenges. While strategies specific to meeting the diverse needs of our students are not specifically noted in this plan, there is an expectation that Special Education team members and those who support English language learners devise supports to engage these students in the same components of the literacy plan using strategies that are specific to the needs of those students.

Key stakeholders include the school community, the governing Board of the school, sponsors

and authorizers, families, students, school staff, building leadership teams and ACCEL Schools leadership members. Each of these stakeholders play a different role in the support and execution of this plan. With support from the ACCEL Schools leadership and building level teams, it is expected that each stakeholder internalize this Literacy Plan and its aspects at a level that is appropriate for their role in the execution, monitoring and assessment of the plan. With each stakeholders' support, over time students who attend an ACCEL School consistently will reach their full reading potential.

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.

To address the needs of all children, the curriculum maps will be used by the general education and special education teachers to map accommodations for students who have IEP's or require accelerated instruction. Teachers will have the option to look at curriculum maps from the grades above and below to map the accommodations for each child. Teachers will receive training on how to adjust the general education curriculum map to meet the needs of each student. Special education students will be identified and tested with the RTI process. The special education population will have an individualized education plan created just for them that will alter the pace and amount of curriculum in comparison with the regular education students depending on their educational needs.

Curriculum maps in ELA and Mathematics will be created using the model curriculum and maps from HMH Journeys and HMH Go Math. Curriculum maps in Mathematics were research-based and created by HMH Go Math. We will follow the curriculum maps and pacing for this content. We will conduct a gap analysis to ensure the curriculum maps are accurate and fill any gaps with supplemental materials.

Curriculum maps in Science and Social Studies will be developed using:

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

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

The pacing guides will outline the scope – the set of topics that will be studied. The scope is the breadth and depth of the course content. The pacing and academic results of each class are closely monitored by the Head of School, Director of Academics, and the Chief Academic

Officer. Each short cycle assessment is checked for accuracy with the state test and the administrators will personally check the data walls and results of the short cycle assessments every two weeks. We will have the following goals for our pacing guides:

- To guide teachers to understand what, when, and for how long they are going to teach the standards. We will encourage different teaching styles, but want to ensure the standards, assessments, and basic content are taught in a way that will allow our teachers to examine data and make informed decisions to increase student outcomes. However, teachers will use data from personally made assessments that follow the same parameters of construction as does the WVGSA (3-8th), WVASA (3rd – 8th, 11th) and SAT School Day (11th) as well as other assessments.
- To allot more time for more in-depth standards. To determine which standards may need more time, we reviewed the West Virginia College and Career Readiness Standards looking for difficult standards, standards with multiple layers, or sub-standards.
- To involve teachers in the development and review of the pacing guides. Pacing guides will be reviewed during professional development meetings during summer, weekly grade level meetings, and professional development days in correlation with data review to inform decision making and adjust pacing, breadth, and depth.

Curriculum maps and pacing guides for Art, Music, and PE will be created by the specialists. When possible, the specialists will work collaboratively with other ACCEL teachers 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.

Resources

Include textbooks, on-line materials, and other resources that the school plans to use to provide the content.

Research Based Curriculum Resources include:

English Language Development: -The Houghton Mifflin Harcourt Journeys program will be used to provide core reading instruction to students. Journeys delivers effective vocabulary instruction, reading comprehension instruction and differentiation to meet the needs of all learners. Middle school students in grades 6 – 8 will receive instruction in English Language Arts using the Houghton Mifflin Harcourt, Collections Series. Collections is designed to meet the needs of middle school students so they will be equipped to meet the high rigor needed for

success in high school and college. Students will have the opportunity to build knowledge through exposure to content rich non-fiction and informational text. Journeys meets ESSA's "Strong" evidence criteria https://prod-hmhco-vmg-craftcms-private.s3.amazonaws.com/documents/WF994235_ESSA_2019_NTL_Evidence-Overviews_Revision_Journeys_FO.pdf?X-Amz-Content-Sha256=UNSIGNED-PAYLOAD&X-Amz-Algorithm=AWS4-HMAC-SHA256&X-Amz-Credential=AKIAJMFIFLXXFP4CBPDA%2F20200628%2Fus-east-1%2Fs3%2Faws4_request&X-Amz-Date=20200628T221145Z&X-Amz-SignedHeaders=host&X-Amz-Expires=3600&X-Amz-Signature=bef519400701161f71f25d0298a14901766d1afa121994934b8d29d580d12caf

Tier II intervention may include materials such as Foundations, Heggerty's Phonemic Awareness, iRead, and Jan Richardson's Next Step Forward in Guided Reading & Assessment Guide. Lucy Calkin's Writing Units of Study will be used to support writing.

Mathematics: The Houghton Mifflin Harcourt Go Math curriculum will be used to teach the West Virginia College and Career Readiness Standards for Mathematics. Go Math provides a standards based approach integrated with creative instruction and digital learning to provide a robust approach to mathematics instruction. Go Math is aligned to the West Virginia College and Career Readiness Standards for Mathematics and provides teachers with the alignments. The program provides balanced instruction on mathematical content and practices that focus on application, critical thinking, and multiple representations. Go Math is research based (Cobblestone Research Applied Research & Evaluation (2014, December). Houghton Mifflin Harcourt **Go Math!** Efficacy Year Two Final Report. La Verne, CA: Author).

Science: The Houghton Mifflin Harcourt Science Fusion will be used to implement the science curriculum. Science Fusion is aligned to the West Virginia College and Career Readiness Science Standards. The program is inquiry-based and designed in a manner to engage the interest of students. Science Fusion challenges students to think about real life applications with STEM skills being emphasized throughout the series. Lab activities are built into inquiry lessons that incorporate directed inquiry, guided inquiry, and independent inquiry. In addition to a comprehensive digital curriculum, each student has a write-in edition that incorporates vocabulary work, math and writing, and a reading component. Leveled readers provide rich opportunities for students to further develop informational reading standards aligned West Virginia College and Career Readiness Standards. Science Fusion is research based (Education Research Institute of America (2012). A Study of Instructional Effectiveness of Houghton Mifflin Harcourt's Science Fusion).

Social Studies: Houghton Mifflin Harcourt Social Studies provides opportunities for students to learn content that is aligned to the national standards. Students learn about people, places, and events that help them make connections to the world in which they live. Units are organized around big ideas, and essential questions set the purpose for reading and focuses on a specific reading skill. These reading skills are explicitly addressed and assessed. West Virginia specific resources are provided in accordance with the West Virginia College and Career Readiness Standards for Social Studies. Students are presented with biographies, point of view, primary

sources, citizenship skills, and critical thinking skills to analyze, apply knowledge, make thoughtful decisions, pose questions, and apply events in history. Online programs include assessments, video selections, and interactive presentations to support student learning.

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

[1] All references from Tomlinson, C. (2001). Differentiation of Instruction in the Elementary Grades. ERIC Digests.

[2] Gardner, H. The unschooled mind: how children think and how schools should teach (1991); Gardner, H., & Hatch, T., Multiple intelligences go to school: Educational implications of the theory of multiple intelligences (1989) at 18(8), 4-9.

Curriculum Material Evaluation:

The instructional resources for the core curriculum were chosen by committee. The committee was responsible for reviewing vendors and materials. The resources were chosen based on The National Common Criteria for Quality Instructional Materials which included a discussion on 1. Content, 2. Equity and Accessibility, 3. Assessment, 4. Organization and Presentation, and 5. Instructional Design & Support. In addition, we also included our past history with other vendors and results with similar demographics. Once narrowed down, the final candidates were put before the Board of Directors for approval.

In the future, the change process for instructional resources and materials will continue to be data driven. It is not uncommon for a school to purchase an instructional resource only to determine there are gaps in the alignment to the State Standards. Based on the curriculum mapping process, we will determine any gaps and evaluate resources needed to fill these gaps including both text and online options. Should student data or teacher feedback determine a curriculum resource is needed, we will go to the Board for approval. Rather than set a review schedule (i.e. every five years), we will review our resources annually as part of our school-wide needs assessment. As part of the needs assessment, we will gather feedback from all stakeholders including teachers, parents, administrators, and when appropriate the students.

In the area of technology, Chromebooks were chosen due to cost and ease servicing the product. A technology plan is being developed to determine a cycle for replacing these computers and adding additional technology based on the growth of the school enrollment. When possible, the Academy will leverage the purchasing power of ACCEL to get the lowest possible price on all resources and materials.

With an extended day, our goal is to maximize the time spent in school with efficient transitions

and a deliberate use of time for intervention and acceleration of student achievement.

Instructional Strategies

Describe the array of instructional strategies that the charter public school plans to implement, including any mission-specific strategies. Describe how the strategies will be differentiated for different learners.

Instructional Strategies:

Differentiated Instruction: A growing body of research shows positive results for full implementation of differentiated instruction in mixed-ability classrooms (Rock, Gregg, Ellis, & Gable, 2008). In one three-year study, Canadian scholars researched the application and effects of differentiated instruction in K–12 classrooms in Alberta. They found that differentiated instruction consistently yielded positive results across a broad range of targeted groups. Compared with the general student population, students with mild or severe learning disabilities received more benefits from differentiated and intensive support, especially when the differentiation was delivered in small groups or with targeted instruction (McQuarrie, McRae, & Stack-Cutler, 2008).

For additional information: <http://www.ascd.org/publications/educational-leadership/feb10/vol67/num05/Differentiated-Learning.aspx>

At the core of our model is the creation and implementation of an **Individualized Learning Plan (ILP)** for each student. The creation of personalized learning plans for all students can increase student motivation. Students are encouraged to set personal learning goals, and the regular assessment that is typically a part of personalized learning initiatives enables the student to receive regular feedback on their progress. Research demonstrates that positive feedback such as the progression toward a chosen goal is highly motivating to students. Additionally, students who track their own progress toward these goals are more likely to make greater gains toward reaching their goals than students who do not.

For additional information: <http://www.hanoverresearch.com/media/Best-Practices-in-Personalized-Learning-Environments.pdf>

Reciprocal Teaching: First developed by Annmarie Palinscar and Ann Brown (1984), reciprocal teaching is an instructional procedure for teaching students to use multiple comprehension strategies flexibly and interactively to improve the learning of content. Teachers first model the strategies, then invite students to apply the strategies themselves. Teachers gradually fade their levels of instructional support as students assume control of the strategies. Duffy (2002), Duke & Pearson (2002), and Williams (2002) describe how the strategies are implemented. ■ Summarize — The teacher asks the students to summarize the key elements of the story or text. Multiple students participate in this process requiring the students to recall and reorganize the text. ■ Question generation — Student generate questions they have after reading the text. ■ Clarifying — This process assists students with a history of comprehension difficulties by having them focus their attention on the text. Clarification can range from word definitions to understand complex terminology or processes. ■ Predicting — They determine

what is going to happen next on a literal or inferential level or what will be the view point of the author in the next section. They activate background knowledge during this process and assist in making connections.

For additional information:

<https://extension.ucdavis.edu/sites/default/files/Reciprocal%20Teaching.pdf>

<http://www.readingrockets.org/article/reciprocal-teaching-primary-grades-we-can-do-it-too>

Extensive use of technology both integrated throughout the curriculum and used to facilitate learning and monitor individual progress: Using data wisely and data-driven instructional groups are used daily to differentiate learning through small group “workshop” opportunities.

To gain a deeper understanding of students’ learning needs, teachers need to collect data from multiple sources, such as annual state assessments, interim school assessments, classroom performance data, and other relevant data. A schoolwide data system allows teachers to aggregate data by classroom, content areas, or assignment type to identify patterns in performance. Interpreting data allows teachers to identify the strengths and weaknesses of an entire class as well as individual students. As they examine the data, teachers can develop hypotheses about factors that affect students’ learning and ways to improve instruction to help all students achieve. It is important for teachers to slow down and ask why during this phase of the cycle of instructional improvement.

Implementing Data-Informed Decision Making in Schools—Teacher Access, Supports and Use (2009) <http://files.eric.ed.gov/fulltext/ED504191.pdf>
http://www.naesp.org/sites/default/files/Student%20Achievement_blue.pdf

[1] All references from Tomlinson, C. (2001). Differentiation of Instruction in the Elementary Grades. ERIC Digests.

[2] Gardner, H. The unschooled mind: how children think and how schools should teach (1991); Gardner, H., & Hatch, T., Multiple intelligences go to school: Educational implications of the theory of multiple intelligences (1989) at 18(8), 4-9.

Assessment

The school is built on a strong foundation of high expectations for academic achievement for all students. A standards-based curriculum that teaches students skills for college and career readiness is fundamental to the teaching and learning program implemented at the school. Teachers will receive on-going professional development in unpacking learning standards so that students develop the skills necessary to successfully advance from one grade level to the next. The curriculum is built on the West Virginia College and Career Readiness Standards for English Language Arts, 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 Eastern Panhandle Preparatory Academy, although the teachers and administrators will use the West Virginia College and Career Readiness Standards

as a curriculum map and the pacing guide will essentially be the data. Teachers will practice the 4 R's when pacing their class. Should the majority of the class struggle with the assessed standard in any given 1-2 week period, teachers are expected to **Reteach** the standard until the students reach mastery status. Teachers are expected to **Redo** their short cycle assessments in case they were poorly done, but all short cycle assessments will be reviewed and approved by the Executive Vice President and Chief Academic Officer. If 5-6 students struggle with the assessment, those students are the students who need **Remediation**. Finally, if it is 1-2 students who consistently struggle with the standard assessments, those students will be considered for **Retention**. Students who have mastered the standard will receive enrichment projects to further their understanding of the concept. However, the classes will be geared to the upper 20% of the class and the students who need extra help with a standard will be remediated with Title 1 help during school, after school, and during Saturday school while students who have mastered the standard will move forward to the next standard to not slow down their learning process.

The resources from Houghton Mifflin Harcourt (HMH) for Reading, Mathematics, Social Studies and Sciences provide a starting point for the development of both documents. To ensure there are no additional gaps, our team 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 is the review of the WVDOE Model Curriculum. We will continue to review the curriculum to ensure the goals are accurately met. Vertical and Horizontal alignment will happen often. Two hours is set aside each day in the 10 days prior to the start of school during pre-service as well as the 5 professional development days during the academic school year. Teachers will be given time to align horizontally with other teachers of the same grade level to discuss standards, curriculum, methods, and pedagogy, as well as students and their academic performance and strategies to remediate and enrich them. Teachers will also have time to meet vertically. Teachers will meet with teachers from grade levels prior and aft of their respective grade levels. For example, a second-grade teacher will have time to meet with first grade teachers to discuss skills that are lacking when students come to second grade and they can advise the first grade teachers what skills to work on before the students come to second grade. Conversely, second grade teachers will meet with third grade teachers to hear what they can do a better job of with their students to prepare them for third grade as well as the third-grade reading test.

The Houghton Mifflin curriculum will be provided to the school as a resource, but teachers are encouraged to research the best curriculum resources to address the standards. The educational method that will be used at this school will be the Blitz data tracking method. Teachers will address the standard using whatever the best source available to teach the standard is. Then the teacher will assess whatever the standards that were taught in a 1 or 2 week period. The results of that assessment will dictate whether the teacher can move on to the next standard, or if they need to reteach. Should the teacher need to reteach the standard, the Head of School, Director of Academics and Chief Academic Officer will advise the teacher and may ask the teacher to use the standard HM curriculum. Teachers will have the ability to use best practice to address the standards whether it be from software, internet, or other

sources.

All classrooms will be equipped with the necessary supplies and equipment to meet the needs of our students. Upon opening, each classroom will be equipped with HMH curriculum, access to school-wide assessments, whiteboards, and Chromebooks. We will work with FIT technology to ensure each classroom has access to the internet and whiteboards will be added to each classroom as funds are available. All specialists will have the needed supplies and materials to provide standards-based instruction. The Academy will also use supplemental computer based curricular materials like Ten Marks, Study Island, IXL, and Compass Learning. Chromebooks will not only be used for state testing, but each week teachers will assign tasks and goals for students on an individual basis. Students will also have “stretch goals” where they can accomplish tasks on their own time.

The school will implement a research-based Response to Intervention (RTI) framework and will establish a school based RTI team to ensure that students needing Tier 2 and Tier 3 services receive the research-based interventions that will allow them to accelerate their learning. The Head of School will lead the RTI framework and serve as the leader for RTI. Starting with the RTI process in the general classroom, the school’s 3-tiered system utilizes multiple measures including, but not limited to: teacher observation, results from WVGAS & WVASA (and KRA), normative testing (I - Ready), report cards/progress reports, classroom assessments, incident reports, behavior logs, suspension records, and anecdotal records. The results of these assessments are used to identify students that are “at risk” and demonstrate a struggle in performing proficiently with grade level material and skills. For those students that are identified as “at risk” in the general education population, the students may be referred to the Intervention Assistance Team (IAT) to engage in the RTI process.

The instructional resources for the core curriculum were chosen by committee. The committee was responsible for reviewing vendors and materials. The resources were chosen based on The National Common Criteria for Quality Instructional Materials which included a discussion on 1. Content, 2. Equity and Accessibility, 3. Assessment, 4. Organization and Presentation, and 5. Instructional Design & Support. In addition, we also included our history with other vendors and results with similar demographics. Once narrowed down, the final candidates were put before the Board of Directors for approval.

In the future, the change process for instructional resources and materials will continue to be data driven. It is not uncommon for a school to purchase an instructional resource only to determine there are gaps in the alignment to the West Virginia College and Career Readiness Standards. Based on the curriculum mapping process, we will determine any gaps and evaluate resources needed to fill these gaps including both text and online options. Should student data or teacher feedback determine a curriculum resource is needed, we will go to the Board for approval. Rather than set a review schedule (i.e. every five years), we will review our resources annually as part of our school-wide needs assessment. As part of the needs assessment, we will gather feedback from all stakeholders including teachers, parents, administrators, and when appropriate, the students.

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.

The language and literacy portion of the new kindergarten readiness assessment will meet the reading diagnostic assessment requirement of the Third Grade Reading Guarantee. To meet the diagnostic requirement, teachers must complete at least the Language and Literacy portion no later than Sept. 30. Diagnostic Assessments in reading, writing, and mathematics are

administered to all K-2 transferred students and writing for Grade 3 transferred students if each applicable Diagnostic Assessment was not administered in the student's previous district or school.

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 ensure 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, measures for foundational reading skills, compare 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 - The Academy will implement the Blitz. The Blitz is a measurement driven instruction program using short-cycle assessments which pairs specific standards with teacher created short assessments or "scrimmages." The teacher takes the most critical objectives of the standards and creates four multiple choice questions, one extended response, and one essay question. The results of the assessments are then placed in a data tracker for

analysis. Teachers use this type of assessment for everything in their classrooms. In fact, what curriculum the teacher uses to address and teach the standards does not matter. The teachers use the Blitz - scrimmages to pace their classes and to determine when they should move on to the next standard. This method also dictates student mastery and tells teachers when students need differentiation on the subject. Similarly, students will become better test takers once the teacher models what the grader of the state tests are looking for.

The Head of School, Teachers, and Instructional Coach will create a testing schedule to ensure a positive and productive environment, which meets all policies regarding state and short cycle assessment testing. During the course of the year, students will take 20 short cycle assessments coupled with 1 mock assessment in the months before official state testing begins.

Each teacher will be assigned a Data Tracker to track each standard. Teachers will create assessments based on the standards they have taught within a two-week time period. Teachers will collect data from 18-24 short cycle assessments which tracks each individual multiple choice, extended response, and essay question that is given within the year. Teachers will review the data monthly at professional development meetings with the Head of School, Curriculum Director, and the Executive Vice President from ACCEL. Teachers will then review any weak areas with students prior to state testing.

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

The data from these short cycle assessments will be used by teachers and administrators to find the gaps in student mastery. Teachers will review the data and find the standards where students struggled during the year. Teachers will create a posttest in March to determine what standards the students are still struggling with. Teachers will use these results to create review games that students will compete in that are completely based on their data results. Teachers will use these review games to strengthen the student's skill with those standards before the state test begins. Students who have typically struggled with these standards excel in the competitive environment.

Mock Assessments: Students will take a mock or practice test once a month beginning in August and ending with the posttest in March. These tests are always scheduled for the middle of the week in the middle of the month. 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 who use a similar assessment. (Arizona, Conn., Delaware, Florida, Hawaii, Idaho, N.H., North Dakota, Oregon, South Dakota, Utah, Vermont,

Washington). Teachers will be learning the test construction parameters used by all testing companies. The Academy staff will be trained by the Chief Academic Officer on how to construct those assessments and they will become better test takers, 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. Each short cycle is designed to take no more than 30 minutes per assessment. Typically, schools give chapter or unit tests which take an hour. If schools give 4 tests (1 per subject) every two weeks, that is 4 hours of testing. With the Blitz model, students will only be testing 2 hours every two weeks (4 subjects – 30 minutes per). 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 our academic model. We believe that assessment should be frequent, 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 will 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 continually review I-Ready scores, DRA, and Blitz data along with common assessment data to monitor student growth and progress. Teachers will conference regularly

with their students throughout the school year, in addition to before and after testing periods, to discuss their individual learning targets. Students are empowered to develop a data-based action plan leading to mastery. An important element of the assessment plan is the importance of data walls in classrooms. Students will monitor their own achievement and track their growth. Students will be assessment literate, so they are able to understand their specific area of need and work with their teacher to close the achievement gap. The learning needs of students who are making exceptional progress beyond grade level expectations will also be addressed through the 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.

Graduation Requirements and Postsecondary Readiness (HS ONLY)

Write a clear definition of the charter school's graduation requirements and how those requirements prepare students for college, career, or other postsecondary opportunities.

The Eastern Panhandle Preparatory Academy must prepare every student who exits from high school with the knowledge, skills, and attitudes necessary to be a successful, functioning member of society; to develop proficiency in basic functional skills; to function in this culture; to develop a sense of civic responsibility; and to prepare him/her for college, technical, or vocational programs subsequent to high school and for work. The Eastern Panhandle Preparatory Academy will comply with the minimum standards during study to be offered high schools as prescribed by the state board of education. These requirements are based upon the number of units of credit attained in grades 9 through 12 for satisfactory completion of learning outcomes and upon attendance. The Eastern Panhandle Preparatory Academy Board of Directors shall have the authority to increase these graduation requirements beyond the state requirements.

ACCOUNTABILITY

Accountability Plan

The accountability plan must be comprised of two parts. Part one is an agreement to meet all local and state accountability and reporting requirements and participate in the state testing and framework. Part two is to determine unique goals to measure the impact of the charter school.

Part I: *Describe how the charter school will participate in the state accountability system and follow their guidelines and regulations for administering the test and providing all necessary data for state reporting.*

Eastern Panhandle Preparatory Academy will participate in the West Virginia State Assessments WVGSA (3-8th), WVASA (3rd – 8th, 11th) and SAT School Day (11th) and will adhere to all guidelines and regulations around state testing as defined by ESSA (Every Student Succeeds Act). The Academy will meet or exceed any participation requirements by the state in required assessments. Teachers and administration will abide by any requirements for the ethical administration of the assessments and data reporting. The Academy will comply with all testing windows and allowable accommodations for students with an IEP or 504.

Part II: *Using the headers below, provide a set of student outcome goals and specific measures aligned to the educational mission of the charter school that the school agrees to meet.*

Achievement

Create a goal that details how the absolute achievement will be measured in English, science, and math, using the district's summative assessments, and in any other subject important to the school's mission. Include the assessment the school plans to use.

- On average, students will experience 1.25 years of growth in core subjects annually as assessed by i-Ready.

Growth

Based on the school's annual performance, create goals in English and math, and in any other subject important to the school's mission, that will demonstrate student growth. This can be year over year, within year, and/or over multiple years.

- Using i-Ready, 80% or more of students to reach their annual target in English and math, resulting in at least 1.25 years of grade level growth from fall to spring annually.

Re-enrollment

State the percent of eligible students who will re-enroll in the school using a fall to fall roster. If a different calendar is used, state how a re-enrollment figure will be calculated.

- The Academy will reenroll 80% of all students who are eligible to reenroll based on completed applications in SchoolMint or Sales Force from fall to fall.

Attendance

Create a goal around attendance, or, if competency-based, the goal around competency completion and engagement.

- The Academy will maintain 90% or higher attendance annually.

State Accountability Results

Explain how the school's performance on the state system will be used to evaluate the school's

academic performance.

- The Academy will maintain a grade of C or higher on the West Virginia School Report Card.

Monitoring:

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

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

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 our visitor check-in system which tracks when individuals volunteer or attend meetings at the

school.

Reporting:

The Academy will provide regular reporting on the school’s progress towards our performance goals and outcomes to the Board, Authorizer, parents and the community. This will generally occur through public board meetings where all information is available to the public and through information sent home to parents and available on our website.

Method of Reporting	Person Responsible	Timeline	Recipients
Board Reports	Head of School	Monthly	Board, Authorizer, Public through attendance at Board meeting and minutes.
Updated SIP	Building Level Team	Quarterly	Board, Authorizer, Public through attendance at Board meeting and minutes.
Annual Report	Head of School	In the fall as data is available	Board, Authorizer, sent home to all families
Compliance Reports	Head of School	As requested by the Authorizer	Authorizer and Board

Graduation Requirements (HS ONLY)

Create the graduation requirements including number of credits per course and the course sequence. List any dual- enrollment, Advanced Placement (AP), International Baccalaureate (IB), or Career and Technical Education (CTE) opportunities the school will offer as part of graduation. In your response, show that the graduation requirements meet or exceed the state graduation requirements, highlighting any that are school-specific. If deviating substantially from state graduation requirements, provide a crosswalk to show how students can transfer credits in and out of the high school. Finally, show how the graduation requirements will allow students to be ready for college and other post-secondary pursuits.

Subject	Required Courses
English Language Arts	<p>4 credits</p> <p>English 9</p> <p>English 10</p> <p>English 11</p> <p>English 12 or English 12 CR or Transition English Language Arts for Seniors2</p> <p>An AP English course may be substituted for any of the above courses</p>

Mathematics	<p>4 credits</p> <p>Math I Math II Math III STEM or Math III LA or Math III TR Math IV or Math IV TR or Transition Mathematics for Seniors or any other fourth course option An AP Mathematics course may be substituted for an equivalent course or any fourth course option</p>
Science	<p>3 credits</p> <p>Physical Science (class 2018, 2019) Earth and Space Science (class of 2020+) Biology or Conceptual Biology or AP Biology (Grade 10) One additional lab science course or AP science course</p>
Social Studies	<p>4 credits</p> <p>World Studies (Grade 9) or an AP Social Studies course United States Studies (Grade 10) or an AP Social Studies course Contemporary Studies (20/21st) or an AP Social Studies course Civics for the Next Generation or AP Government and Politics</p>
Physical Education	1 credit
Health	1 credit
The Arts	1 credit
Personalized Education Plan	<p>4 credits</p> <p>Each student's PEP will identify course work for the 4 credits that will lead directly to placement in entry-level, credit-bearing academic college courses, an industry-recognized certificate or license, or workforce training programs</p>
College	<p>Best practices encourage students to take at least 1 AP and/or AC course with corresponding examination, a fourth Science credit, and 2 credits in one World Language if pursuing post-secondary education. *Students planning to attend a 4 year college must take Chemistry and Algebra II or equivalent</p>
Career/Technical	<p>Four credits cumulating in acquisition of industry and recognized Career and Technical Education credential focused on career aspirations</p>
Electives	<p>2 credits</p> <p>The remaining graduation requirements are to be electives. When choosing electives, students should consult with their chosen postsecondary educational program to make sure the electives are acceptable.</p>

SCHOOL OPERATIONS AND CULTURE

School Culture

Describe how students will flourish academically, socially, and emotionally in the culture that the school intends to create. Identify the specific routines and practices that the school will employ to create this culture.

The cornerstone of the Academy's educational program is student-centered learning. We are committed to providing an individualized and differentiated learning experience that maximizes the learning potential of each student. When students' academic programs provide the right level of challenge, they persist through difficult parts of the course and derive a feeling of success, which is key to a positive environment.

The underlying tenets of school culture that will enable the educational program to be successful include:

- Setting high academic and behavioral expectations for all students and staff;
- Communicating the fact that student success is the result of hard work, shared commitment, open and honest communication, and personal and shared responsibility;
- Leveraging the power of instant academic data that a blended model enables with students, parents and teachers, informing instructional and planning decisions;
- Balancing the need for individualized instruction with the need to create a school culture built upon shared experiences.

Positive Behavior Intervention System (PBIS) – All teachers will receive professional development in PBIS through the professional development plan. School-wide Positive Behavior Support (SWPBS) is a systems approach to establishing the social culture needed for schools to achieve social and academic gains while minimizing problem behavior for all students. SWPBS is NOT a specific curriculum, intervention, or practice, but a decision making framework that guides selection, integration, and implementation of scientifically-based academic and behavioral practices for improving academic and behavior outcomes for all students. A central feature of SWPBS is implementation of behavioral practices throughout the entire school. SWPBS defines practices that all students experience in all parts of the school and at all times of day. Teachers will be taught to:

- Communicate Expectations—Make students aware of your expectations for them. The more detailed you are at the beginning of the year the better.
- Offer Choice—Choices should be offered to students that are legitimate, equally acceptable to the person giving them, and need to be given positively.
- Engaging Students—students that are engaged in the learning process through motivational teaching are less likely to have disciplinary problems.
- Acknowledge—help students with emotional issues know that you care and understand what they are going through.
- Prompt Student Self Correction—Using these 8 strategies (proximity, offer help, name dropping, redirect, signals, flattery, question, offer choice) teachers can effectively avoid many behavioral issues.
- Creating the Encouraging Environment.

Student Behavior Plan

Describe, in detail, the school's student behavior plan, which must include student discipline procedures and consequences, which align with the school's student discipline policy, and is appropriate for the grades the school aims to offer. Explain how the procedures will contribute to developing a strong school culture and will support the school's mission and vision. Ensure that the processes and consequences protect the rights of all students, including those with exceptionalities, provides due process, and allows for an appeal to the school's governing board.

Discipline Policy/Code of Conduct

Out-of-school suspension is removal of a student from school for a period of one to ten days. While students are suspended from school, they may be afforded the opportunity to receive some or all of their homework assignments. During suspension, students are not permitted to participate in extracurricular activities, be on any school property, or in any school buses. The school administrator must give written notice of the intention to suspend and the reason to the student. The student shall be given the right to appear at an informal hearing before the school administrator and has the right to challenge the reasons for the intended suspension or otherwise explain. The written notice of suspension shall be sent or given within one calendar day to the parent/guardian. The notice shall contain the reasons for the suspension and the right of the student to appeal to the Governing Authority's appeal hearing designee.

If the parent/guardian wishes to appeal the suspension, the request must be submitted, in writing, to the school administrator within five (5) days of the written notice of suspension. The school administrator shall immediately forward this written appeal to the Governing Authority's appeal hearing designee. Appeal procedures will be available at the front office, upon request, and will be included in the notice of suspension.

Expulsion is removal of a student from school for a period of 11 to 80 school days. Students expelled from the school are not permitted to participate in extracurricular activities, be on any school property, or in any school buses. Expulsions may extend into the following school year. The school administrator shall provide the student and the parent/guardian written notice of the intent to expel. The written notice shall include reasons for the intended expulsion. The student and the parent/guardian shall have an opportunity to appear before the school administrator to challenge the expulsion or to otherwise explain the actions that led to the intended expulsion. The written notice shall state the time and place to appear which shall not be less than three (3) school days or later than five (5) school days after the notice of intent to expel is given. The school administrator may grant an extension of time. If granted, the school administrator must notify all parties of the new time and place.

A parent/guardian has the right to appeal the expulsion, which must be submitted, in writing, to the school administrator within fourteen (14) days of the written notice of expulsion. The school administrator shall immediately forward this written appeal to the Governing Authority's appeal hearing designee.

An expelled student will be provided with a date for re-entry and the date for the re-entry conference. The expelled student, and parent or guardian of the student must be present in the re-entry conference. The student and parent or guardian of any student will be notified in the event that the student fails to attend the re-entry conference.

Weapons

The school adheres to federal and state law. A student shall be expelled for one year for bringing a firearm to the school or onto school property (any property owned, used or leased by the school for school, school extra-curricular activities or school related events.) A student may be expelled for a period not to exceed one year for: 1) bringing a firearm to an inter-scholastic competition, an extra-curricular event, or any other school program or activity that is not located at the School or on property that is owned or controlled by the School; 2) bringing a knife to the school, onto school property, or to an inter-scholastic competition, an extra-curricular event or any other program or activity sponsored by the school or which the school is a participant; 3) possessing a firearm or knife at school, on school property, or at an inter-scholastic competition, an extracurricular event, or any other school program or activity which firearm or knife was initially brought onto school property by another person; possessing a firearm or knife at school, on school property, or at an inter-scholastic competition, an extracurricular event, or any other school program or activity which firearm or knife was initially brought onto the school property by another person; 4) committing an act that is a criminal offense when committed by an adult that results in serious physical harm to persons or serious physical harm to property; and 5) making a bomb threat to a School building or to any premises at which a school activity is occurring at the time of the threat.

Services During Suspension: Students suspended for more than ten (10) school days in a school year shall continue to receive services so as to enable the student to continue to participate in the general education curriculum, although in another setting, and to progress toward meeting the goals set out in the child's IEP; and receive, as appropriate, a functional behavioral assessment or functional analysis, and behavioral intervention services and modifications, that are designed to address the behavior violation so that it does not recur. These services may be provided in an interim alternative educational setting.

Supplemental Programming

Create a thoughtful proposal for providing extracurricular and co-curricular programming, enrichment activities, and student supports, including, but not limited to, interscholastic athletics, student-led clubs, summer school, and after school, if the charter school elects to offer such programming. In the response, reference your staffing plan and budget to ensure adequate coverage, and identify any partner organizations that will support the success of the supplemental program.

The Academy will work closely with all stakeholders to determine the extracurricular programming needs of the school. We anticipate a wide variety of student and teacher lead clubs. Once available, funds from Title I will be used to support after school tutoring and Title IV funds will support intramural sports. These programs will start small based on funding and

interest and will grow as the school gains enrollment. We hope to partner with local community organizations to expand our offerings to Eastern Panhandle Preparatory Academy families.

Supplement Programming for High Schools ONLY

For all programming, provide an explanation for how the school will meet the West Virginia Secondary Schools Activities (WVSSAC) rules.

At this time, Eastern Panhandle Preparatory Academy does not anticipate having extracurricular sports due to our small size. In the event we do field a team, coaches will participate in all required and strongly recommended courses. The school will complete and submit the required “Emergency Action Plan Worksheet.” All Student Athletes will submit a completed “Physical Exam Form” prior to joining a team. The Academy will utilize the forms provided by WVSSAC to ensure alignment <https://www.wvssac.org/form-downloads/>.

School Calendar and Schedule

Provide a description of the school calendar and how the charter school will meet the minimum instructional time requirements, pursuant to W.Va. Code §18-5G-3(c)(5).

The Academy has developed a proposed calendar that will include both the minimum number of 180 separate instructional days as well as the minimum number of minutes (K-5: Minimum of 315 minutes per day; grades 6-8: Minimum of 330 minutes per day; 345 minutes for grades 9-12.

See Attachment B for schedules

Parent and Community Involvement

New Schools

Provide a thoughtful set of strategies for engaging with parents/guardians and the community, including local elected officials, community leaders, and business partners around the development, opening, and operation of the charter school. In your plan, describe how frequently you will engage with your community and how you will solicit their feedback. List any committees, learning communities, and other school-based engagement activities you will offer.

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

Parent and community involvement:

- Shows students that education is valued and valuable
- Helps to make the school a focal point for the community

- Helps to provide opportunities for students to become contributing members of the community and this helps to foster a positive sense of responsibility and belonging
- Provides valuable learning for parents and community members as well.

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

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

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

- Individual Learning Plan (ILP) Development – Parents will 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.

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

Special Populations and At-risk Students

Provide a comprehensive plan for meeting the needs of students with special needs, including, but not limited to, students with disabilities, English Language learners, students at-risk of dropping out, and students identified as gifted, and for meeting related federal and state law, regulations, rules, and policies, and for meeting related federal and state law, regulations, rules, and policies. At a minimum, the following items must be individually addressed in sufficient detail to allow the authorizer to fully understand the applicant's plan and evaluate whether the plan satisfies federal and state requirements.

- The plan to provide the full spectrum of placements for students with exceptionalities.
- The plan to meet Child Find responsibilities, which shall include a description of policies and practices to identify and assess the needs of students who may be eligible to receive special education and related services and to identify students who are at-risk for exceptionalities and seek appropriate evaluations.
- The plan to ensure retention of students with exceptionalities.
- A description of the specialized staff to be hired to administer programs and provide special education and related services.
- The plan for providing the physical space to meet the needs of students with exceptionalities.
- A reasonable funding plan that reflects an understanding of how special education and related services are funded.

Prevention and Intervention-

The school will implement a research-based Multi-Tiered System of Supports (MTSS) framework and will establish a school based MTSS team to ensure that students needing Tier 2 and Tier 3 services receive the research-based interventions that will allow them to accelerate their learning. The Head of School will lead the MTSS framework and serve as the leader for MTSS. Starting with the MTSS process in the general classroom, the School's 3-tiered system utilizes multiple measures including, but not limited to, teacher observation, results from West Virginia's State Tests, normative testing (iReady), report cards/progress reports, classroom assessments, incident reports, behavior logs, suspension records, and anecdotal records. The results of these assessments are used to identify students that are "at risk" and demonstrate a struggle in performing proficiently with grade level material and skills. For those student that are identified as "at risk" in the general education population, the students may be referred to the Intervention Assistance Team (IAT) to engage in the MTSS process.

The IAT uses the Multi-Tiered System of Supports (MTSS) model to identify and measure the success of the interventions and plans. Based upon the American Institutes for Research's Multi-Tiered System of Supports essential components, Our School will utilize this multi-level prevention system to maximize student achievement and reduce behavior

problems. The four essential components of an MTSS framework include screening, progress monitoring, multi-level or multi-tier prevention system, and data-based decision making.

The teachers and IAT will screen students, review data, complete classroom observations, and give teacher/parent/student surveys, in order to make via the School Referral Form. The Referral Form has teachers indicate any concerns they may have academically or behaviorally, outline student successes, and share data that led them to refer the student. This form is submitted to the Head of School and is placed in the IAT binder. A meeting will be scheduled for the IAT to review observations and data.

The IAT will utilize specific, research-based interventions implemented in the classroom and/or building, set goals and timelines for the intervention, and a schedule a follow up meeting date. These intervention plans are developed by all instructional staff involved including parents, Intervention Specialists, Teachers, Administrators, Title I staff and other support staff. These interventions will be monitored and evaluated for effectiveness during an agreed upon time frame with an agreed upon frequency, which will depend on the individual student and the interventions being made. During this time period, the IAT will implement and progress monitor the chosen interventions.

During the follow up meeting, the IAT will review data and determine the effectiveness of the intervention. Interventions, Observations, Progress Monitoring and Evaluation are recorded and documented by all instructional staff involved, including parents when appropriate. If the interventions are successful and lead to expected outcomes and goals, the intervention will continue until the student is able to perform proficiency. For interventions that are determined to be ineffective for “at risk” students, intervention strategies and intensity increases through a succession of three trials if necessary, or until the IAT moves to the next tier, where the process will be repeated. If in the end of the successive interventions of the MTSS process, progress is not made and effectiveness has not been determined, a student may be referred for evaluation for Special Education.

There are three levels of interventions, inclusive of timelines and intensities, as outlined below:

Three-Tier Model of the Multi-Tiered System of Supports Model

Tier 1

Most Important Level

Includes All Students

Scientifically-Based Curriculum with High Quality Instruction

Differentiated Instruction

Universal Behavior Management System

Universal Screenings: Formative and summative assessments

Tier 2

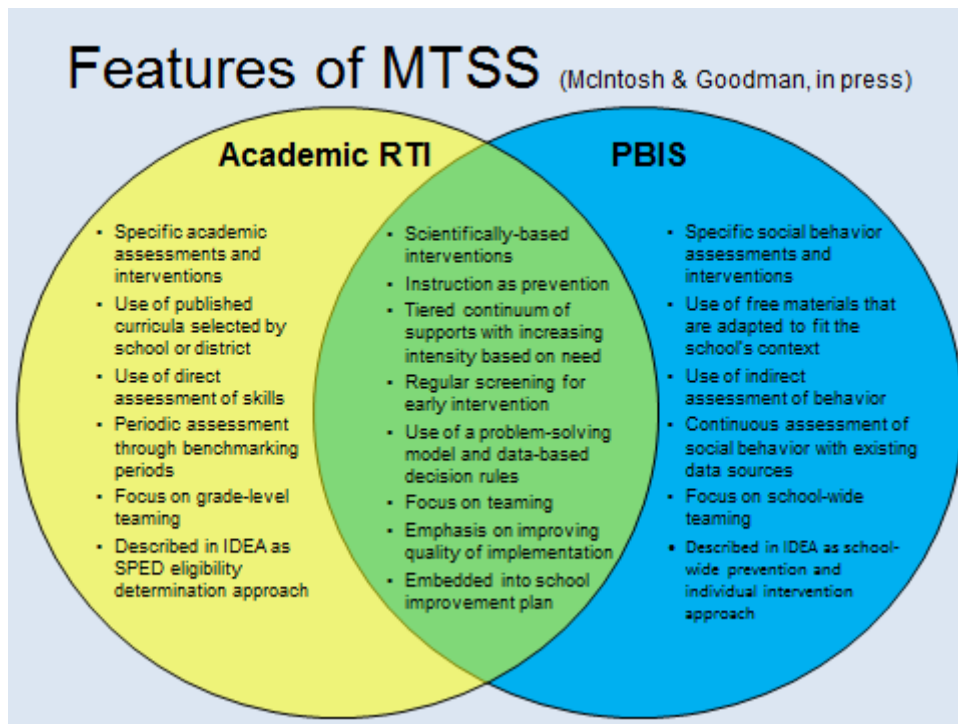
Small group instruction

Differentiated and/or leveled grouped instruction inside or outside of the classroom

Target a specific skill to improve

Small group size
 Frequency: 2 to 3 times per week
 Duration: At least 6 weeks
 Monitor progress at least weekly
 Parents may be invited and will be notified via a phone call or letter
 Developed programs
 Title I Reading, Title I Math

Tier 3
 Intensive, Smaller group instruction
 Differentiated and/or leveled grouped instruction inside or outside of the classroom
 Target a specific skill to improve
 Smaller group size: no more than 3
 Frequency: 4 to 5 times per week
 Duration: At least 8 weeks
 Monitor progress at least two times per week
 Parents will be invited and should be involved



Students in grades K-3 found “Not on Track” on any diagnostic assessment (KRA, TGRG) will be placed on a RIMP within 60 days. The School notifies and involves the student’s parent or guardian and the classroom teaching in the development of the plan. The plan includes:

- Identification of the student’s specific reading deficiency,

- A description of proposed supplemental instruction services that will target the student's identified reading deficiencies, as appropriate for grade level (phonemic awareness, phonics, comprehension, fluency, vocabulary),
- Opportunities for the student's instructional services in reading deficiency area,
- A small-group reading curriculum during regular school hours that assists students to read at grade level and provides for reliable tests and ongoing analysis of each student's reading progress, and
- A statement that unless the student attains the appropriate level of reading competency by the end of grade 3 (TGRG), the student will be retained, unless otherwise exempt.

The Academy will utilize the Home Language Survey developed by the Department of Education to identify students whose Primary or Home Language is Other Than English (PHLOTE) according to West Virginia guidelines. Once students have met the PHLOTE criteria (failed to PHLOTE) the school contracts with its provider to evaluate the student's level of English Proficiency and to develop an appropriate service plan, which can occur both in a general education setting and/or other settings. These interventions may include the participation of an LEP/EL teacher and/or contracted services for initial native language instruction, and a phasing-in of English instruction. Intervention resources may include research-based language instructional programs, assistive technology, audio resources, and online language instruction. Providers of LEP/EL services and general education teachers regularly communicate to assure any necessary accommodations in instruction and/or testing are provided.

Students identified as LEP students must participate in the English Language Proficiency Assessment (ELPA) to determine their level of English proficiency. Parents are informed of the student's LEP/EL status and program first through a parent notification letter in either English or the parent's native language detailing the results of to ELPA, explaining the need for LEP/EL services, program participation and exit requirements, providing the parent with program options. Parents are informed regularly of the student's progress, their ELPA results, and are informed when the student has met criteria for exiting the LEP/EL program.

Strategies for Intervention and Support:

Teachers will review assessment results and course progress data on a weekly basis to identify learning gaps and provide individualized support. Students will receive enrichment or remediation working in small groups, or 1:1 with core content area teachers, throughout the week. Students will use a variety of ways to learn the content dependent on the age, grade and need of the child. Teachers will use Robert Marzano's research in classroom instruction and student assessment to guide their lesson planning and to inform their lesson design. learning gaps and provide individualized support. Students will receive enrichment or remediation working in small groups, or 1:1 with core content area teachers, throughout the week.

Academy leadership will work to ensure that each classroom teacher is equipped to provide a

structured Multi-Tiered System of Support (MTSS) program to students. Students will receive Tier I interventions within the classroom setting. Students struggling to master the West Virginia College and Career Readiness Standards may require more intense instruction and may receive Tier II interventions. Students needing the most intensive interventions will receive Tier III MTSS services.

These effective school elements are informed and guided by extensive research, including Dufour, R., Eaker, R. & Dufour, R., *On Common Ground* (2005). The Dufours have popularized the creation of Professional Learning Communities that collect and use data to drive instruction. In addition, a general research base supports flexible school models that enable personalization, particularly for urban and low-income students. See, e.g., Goodlad, J., *A Place Called School* (1984); Marzano, R.J., *Classroom Instruction that Works* (2001); *Breaking Ranks II* (2004); Ouchi, W.G., *Making Schools Work* (2003); Sizer, T., *Horace's Compromise* (1985).

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

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

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

Students with limited English abilities that demonstrate English Language proficiency of 1, 2 or 3 on their annual assessment in one or more of the four domains (listening, speaking, reading, and writing) will receive intensive research/evidence-based instruction, in addition to the

common academic content. Individualize Learning Plans are utilized to identify additional supports, together with the state-approved accommodations they need to achieve academic and language growth and success. Assistive technology can be fluidly implemented to ensure access to grade level courses. Such assistive technology may include but is not limited to: new vocabulary words introduced prior to each lesson and highlighted throughout the lesson; screening readers to read/highlight/define online print material; word prediction software; and audio text.

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

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

Third Grade Guarantee: Students in grades K-3 found "Not on Track" on any diagnostic assessment (KRA, TGRG) will be placed on a RIMP within 60 days. The School notifies and involves the student's parent or guardian and the classroom teaching in the development of the plan. The plan includes:

- Identification of the student's specific reading deficiency,
- A description of proposed supplemental instruction services that will target the student's identified reading deficiencies, as appropriate for grade level (phonemic awareness, phonics, comprehension, fluency, vocabulary),
- Opportunities for the student's instructional services in reading deficiency area,
- A small-group reading curriculum during regular school hours that assists students to read at grade level and provides for reliable tests and ongoing analysis of each student's reading progress, and
- A statement that unless the student attains the appropriate level of reading competency by the end of grade 3 (TGRG), the student will be retained, unless otherwise exempt.

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

Homeless: The Academy will ensure there are no barriers to enrollment at our school. We will comply with all regulations in the McKinney-Vento Act. Title I and general funds will be used to

provide transportation, uniforms, supplies and tutoring as well as any other reasonable supports. The Academy will comply with all requirements of the McKinney-Vento Homeless Assistance Act, including the provision of transportation when necessary, having an appointed liaison, and removing all barriers to enrollment.

STUDENT RECRUITMENT, ENROLLMENT, AND RETAINMENT

Student Recruitment

New Schools

Identify the primary recruitment area for the proposed school. Create a context-specific outreach strategy that ensures the charter school expands educational options for students in the primary recruitment area. Include all efforts to notify families, especially those in your target population and those who have identified as being underserved by the current public-school options. For county authorized virtual charter schools, the primary recruitment area is limited to the jurisdiction of the authorizing county(ies).

Eastern Panhandle Preparatory Academy will be located in Jefferson County will recruit from all contiguous counties. The area was attractive to the Academy because the county currently has no charter schools and because of the latest Assessment Achievement Data scores in math, reading, and science from the 2018-19 school year are extremely low. Districts do not have data from the 2020 or SY 2021 due to the pandemic.

The school will adopt multiple strategies that have proven to be successful in attracting a diverse student population for other charter schools. Our board will work closely with our School Leader to develop an effective public relations strategy to heighten awareness about the school's innovative programming offerings, and eventually its achievements and contributions to the community. This strategy is not just for purposes of student recruitment, but also to establish early and meaningful connections with families that will help ensure high levels of retention. Our outreach plan will include open houses, timely and informative press releases, targeted communications initiatives with community and governmental leaders, and talks by appropriate 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. We will be targeting and anticipate that a significant portion of our students will be low-income and come from traditionally underserved communities. According to the 2020 U.S. Census, Jefferson County has a population 57,701 residents, 9.9% of which live below the poverty level. Jefferson's population consists of 88.8% White and 6.4% Black or African-American. The Jefferson student population is characterized by the following ethnic segmentation: 74.7% White, 5.93% Black or African-American, 10.7% Hispanic or Latino, 0.99% Asian, 0.00% American Indian or Alaska Native, 7.54% Multi-Racial, and 0.14% Pacific Islander. The table below provides a picture of the schools that are in Jefferson County.

We will open as a K-10 and grow to a 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. We will form strong relationships with the families to encourage them to stay with us and thereby enable us to have the maximum impact on student achievement.

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

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

- Hosting a series of well-advertised public informational sessions or "Open Houses." These will be scheduled on a three-part basis, with some repeats if warranted:
- Session One: the first "Open House" will provide information to interested community members on the premise of charter schools. This will be followed by a question and answer session in order for participants to develop an accurate picture of how charter schools operate in West Virginia. This open house will highlight information on the school's mission and offerings.
- Session Two: The second "Open House" will provide detailed information on the school's curricula and programs, giving parents and community members the opportunity to learn and ask questions about particular aspects of what will be taught and how it will be taught (pedagogy). School Board members have found this to be a missing link for many parents searching for educational options. We want our

parents to make informed decisions. Session Two will occur within two weeks of Session One.

- The final sequence in Open Houses will be an open “Question and Answer” forum. We will offer a public forum for interested parents to provide feedback on the design and implementation process of the school. This will also be a large push for enrollment as well as a time for early recruitment of parent volunteers. Session Three will occur within two weeks of Session Two. This series of Open Houses may be held several times.
- Publicizing in the community (including ethnic and foreign-language) newspapers and area newsletters, and taking advantage of public notice opportunities and low-cost airtime from local radio and television stations (including cable);
- Widely distributing informational flyers at locales such as libraries; coffee shops; public announcement boards in apartment complexes; social clubs; houses of worship; and area businesses (e.g., supermarkets, hair salons, laundromats, etc.);
- Sending announcements to local support organizations;
- Contacting the families and other individuals who expressed interest and provided us with contact information;
- Mailing letters of introduction to local publicly elected officials, government agencies with area offices, and local social services and cultural arts organizations and asking them to post an informational flyer; and
- Making announcements at community meetings

Fair Lottery

Describe how students will notify the school of their wish to enroll and how you will select students for admission if the demand is higher than the number of available seats. Consider what flexibilities you will allow for over-demand in some grades and under-demand in others. Include how the preferences you’ve identified will be handled during the selection process.

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

The Academy will actively publicize open enrollment to all community sectors. If necessary, The Academy will ~~use a random~~ lottery at a date compliant with the application

enrollment window dependent upon the approval process with subsequent annual held in February of each year.

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

The following applies to the Academy's process:

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

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

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

Students whose applications are received after the deadline will be placed on the school's waitlist according to the categories listed above in the order that their applications are received. In each successive school year, students who were enrolled in the school the previous year will keep their spaces in the school until they graduate or leave the school.

Waiting Lists

After all available spaces are filled, waiting lists will be maintained for each grade. The Academy's will maintain complete student files for each student on the waiting list. When a space becomes available in a grade, the parent of the first student on the waiting list will be contacted and given a set period of time in which they can accept the position (one week). If the space is declined the next person on the list will be contacted. Students will be maintained on the wait list for one year.

Once the parent has accepted the position for their child:

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

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

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

Preferences

List any statutorily permitted enrollment preferences in the order that you anticipate enacting them. Include the proposed plan to conduct a publicly transparent lottery and enrollment process. Include all preferences in rank order.

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

Enrollment Process

Describe the process that will ensure open enrollment with no selective admission criteria. How will you ensure that there are no explicit or implicit barriers to enrollment? Provide a sample application that is inclusive of the school's primary recruitment area. Admission materials must

include a non-discrimination statement indicating that all applicants, including those with exceptionalities, are eligible to attend.

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

See Attachment C for enrollment documents.

Retaining Students

Explain how the school will commit to students so that they will stay at the school year over year.

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

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

GOVERNANCE AND COMPLIANCE

Governing Board

Provide a detailed plan for recruiting board members who meet the ethical, residential, and expertise requirements of the school's bylaws. Offer extra consideration to how the board will have the capacity to execute a financial plan and ensure the school's academic quality. Explain how the board will ensure that its members meet the requirements and uphold the law.

The school's founding board has a vision and enthusiasm for building an excellent school in the county and are well positioned to provide the necessary oversight and support for the successful implementation of the charter school's mission. The board has met twice to establish the foundational aspects of a non-profit entity and establish board members. Individuals were engaged with the purpose of establishing a diverse team of professionals whose expertise and leadership would ensure that this is one of the highest-performing schools in district. As part of

the engagement process, the principal organizers provided information to the proposed board members regarding the responsibilities of a Board Member, which include:

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

This diverse group of proposed board members possess expertise in education, the arts, technology, finance, facilities, charters, government relations, compliance, and legal matters. Further, the proposed ESP, Accel Schools, has extensive expertise in instruction, professional development, blended learning, education policy, and all aspects of successful school operations.

List of Initial Governing Board Members

Include a list of the initial governing board. The board shall consist of no fewer than five members, including at least the following: Two parents/guardian's of students attending the charter school operating under the governing board (these members may be identified after enrollment has occurred); and two members who reside in the community served by the charter school (who are not also the parent/guardian board members). Identify any education-related lawsuits in which such individuals have been involved, either directly or indirectly.

The Board of Directors of the Eastern Panhandle Preparatory Academy is a grassroots effort to bring charter schools to Jefferson County. At least two board members are potential parents of students and others are grandparents of potential students. None of the board members has a relationship with the potential ESP.

Include the following information for each initial board member:

First Name: Mark

Last Name: Fuhrmann

Phone Number: 

Street Address: 

City: 

Board Chair

Yes No

Area of expertise for the board:

<input checked="" type="checkbox"/> School administration/leadership	<input checked="" type="checkbox"/> Human resources	<input type="checkbox"/> Mission specific
<input type="checkbox"/> Law	<input type="checkbox"/> Finance	<input type="checkbox"/> Other:
<input type="checkbox"/> Special populations (e.g. special education, English learner, Gifted, at-	<input checked="" type="checkbox"/> Business operations	

Future Parent/Guardian

Yes No

Resides in the community

Yes No

Directly or indirectly involved in an education-related law-suit

Yes No

Criminal background check completed

Yes No

First Name: Michele

Last Name: Hayward

Phone Number: 

Street Address: 

City: 

Board Chair

Yes No

Area of expertise for the board:

<input checked="" type="checkbox"/> School administration/leadership	<input type="checkbox"/> Human resources	<input type="checkbox"/> Mission specific
<input type="checkbox"/> Law	<input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Other:
<input type="checkbox"/> Special populations (e.g. special education, English learner, Gifted, at-	<input checked="" type="checkbox"/> Business operations	

Future Parent/Guardian

Yes No

Resides in the community

Yes No

Directly or indirectly involved in an education-related law-suit

Yes No

Criminal background check completed

Yes No

First Name: Gary

Last Name: Dungan

Phone Number: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED]

Board Chair

Yes No

Area of expertise for the board:

<input checked="" type="checkbox"/> School administration/leadership	<input checked="" type="checkbox"/> Human resources	<input type="checkbox"/> Mission specific
<input checked="" type="checkbox"/> Law	<input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Other:
<input type="checkbox"/> Special populations (e.g. special education, English learner, Gifted, at-	<input checked="" type="checkbox"/> Business operations	

Future Parent/Guardian

Yes No

Resides in the community

Yes No

Directly or indirectly involved in an education-related law-suit

Yes No

Criminal background check completed

Yes No

First Name: Marie

Last Name: Nuar

Phone Number: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED]

Board Chair

Yes No

Area of expertise for the board:

<input checked="" type="checkbox"/> School administration/leadership	<input type="checkbox"/> Human resources	<input type="checkbox"/> Mission specific:
<input type="checkbox"/> Law	<input type="checkbox"/> Finance	<input type="checkbox"/> Other:
<input checked="" type="checkbox"/> Special populations (e.g. special education, English learner, Gifted, at-	<input type="checkbox"/> Business operations	

Future Parent/Guardian

Yes No

Resides in the community

Yes No

Directly or indirectly involved in an education-related law-suit

Yes No

Criminal background check completed

Yes No

First Name: Anne

Last Name: Dungan

Phone Number: 

Street Address: 

City: 

Board Chair

Yes No

Area of expertise for the board:

<input checked="" type="checkbox"/> School administration/leadership	<input type="checkbox"/> Human resources	<input type="checkbox"/> Mission specific:
<input type="checkbox"/> Law	<input type="checkbox"/> Finance	<input type="checkbox"/> Other:
<input type="checkbox"/> Special populations (e.g. special education, English learner, Gifted, at-	<input type="checkbox"/> Business operations	

Future Parent/Guardian

Yes No

Resides in the community

Yes No

Directly or indirectly involved in an education-related law-suit

Yes No

Criminal background check completed

Yes No

First Name: Anh

Last Name: Nguyen

Phone Number: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED]

Board Chair

Yes No

Area of expertise for the board:

<input checked="" type="checkbox"/> School administration/leadership	<input type="checkbox"/> Human resources	<input type="checkbox"/> Mission specific:
<input type="checkbox"/> Law	<input type="checkbox"/> Finance	<input type="checkbox"/> Other:
<input type="checkbox"/> Special populations (e.g. special education, English learner, Gifted, at-	<input checked="" type="checkbox"/> Business operations	

Future Parent/Guardian

Yes No

Resides in the community

Yes No

Directly or indirectly involved in an education-related law-suit

Yes No

Criminal background check completed

Yes No

First Name: Colleen

Last Name: Spotts

Phone Number: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED]

Board Chair

Yes No

Area of expertise for the board:

<input type="checkbox"/> School administration/leadership	<input type="checkbox"/> Human resources	<input type="checkbox"/> Mission specific
<input type="checkbox"/> Law	<input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Other:
<input type="checkbox"/> Special populations (e.g. special education, English learner, Gifted, at-risk)	<input type="checkbox"/> Business operations	

Future Parent/Guardian

Yes No

Resides in the community

Yes No

Directly or indirectly involved in an education-related law-suit

Yes No

Criminal Background Check Completed

Yes No – In Process

Bylaws

Attach a copy of the school's proposed Bylaws in an appendix. The Bylaws shall include description of the qualifications, terms, and methods of appointment or election of governing board members, subject to W.Va. Code §18-5G-7(b), which requires that members of governing boards:

See Attachment D for a copy of the Bylaws.

Board Policies

Describe all policies the board will have that will create a highly effective governance structure.

The Board is currently working to draft a variety of policies that will dictate our governance.

1. A policy to ensure against fiscal mismanagement – (currently being developed)
2. A policy for budget-creation, review, approval, and amendment to maintain fiscal stability and fiscal and internal controls (See Attachment D)
3. Personnel policies to be included in a staff handbook (See Attachment D) shall include:
 - a. staff responsibilities
 - b. performance management processes and plans for administrators, teachers, other instructional personnel, and other staff
 - c. employment practices and policies, including those covering due-process procedures for staff
 - d. whistleblower policy
4. A student discipline policy, allowing for appropriate due process for all students, including students with exceptionalities and consistent with state and federal laws (See Attachment D – Student Handbook).
5. A student safety policy that includes how the school will obtain criminal history checks of every staff, board, and volunteer (See Attachment D).
6. A dispute resolution policy, which defines how parents/guardians, students, and staff can file a complaint, and the role the governing board will play in resolving disputes. (See Attachment D – Student Handbook).

School Ethics Standards

Offer a board-approved list of the ethics standards the school will adopt for its governing board, officers, school employees, families, and students.

The Board of Directors will adopt something similar to the ethical standards below:

As a member of my local Board of Education I will strive to improve public education, and to that end I will:

- Attend all regularly scheduled board meetings insofar as possible, and become informed concerning the issues to be considered at those meetings;
- Recognize that I should endeavor to make policy decisions only after full discussion at publicly held board meetings;
- Render all decisions based on the available facts and my independent judgment, and refuse to surrender that judgment to individuals or special interest groups;
- Encourage the free expression of opinion by all board members, and seek systematic
- Communications between the board and students, staff, and all elements of the community;
- Work with other board members to establish effective board policies and to delegate authority for the administration of the schools to the superintendent;
- Communicate to other board members and the superintendent expression of public reaction to board policies and school programs;
- Inform myself about current educational issues by individual study and through participation in programs providing needed information, such as those sponsored by my state and national school boards association;
- Support the employment of those persons best qualified to serve as school staff, and insist on a regular and impartial evaluation of all staff;
- Avoid being placed in a position of conflict of interest;
- Take no private action that will compromise the board or administration, and respect
- The confidentiality of information that is privileged under applicable law; and
- Remember always that my first and greatest concern must be the educational welfare of the students attending the public schools

Students and Staff will adopt a code of ethics which is contained in their handbook.

Insurance

Provide the types and amounts of insurance coverage the charter school will obtain, which shall include liability, property loss, and personal injury, at a minimum.

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

- Industrial insurance coverage, if applicable

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

Student Document Retention

Describe the process the school will use to save official documents for the life of the school including, but not limited to: enrollment confirmation, transcripts, and a copy of the official diploma.

For matters concerning student records, the Academy will comply with all FERPA requirements. The Board will adopt a policy on the release of student records and compliance with FERPA (See Attachment D). The Academy will comply with the County Boards of Education Records Retention Schedule. <https://wvde.us/wp-content/uploads/2018/02/Records-Retention-Schedule.pdf>

Compliance for Special Populations

Provide a plan to ensure that the school will comply with all state and federal requirements for meeting the needs of all learners, including, but not limited to, students with exceptionalities. In the response, describe what partner organizations, if any, will support the school in meeting all legal requirements. As needed, refer to the staffing model to show how the school will be able to support the needs of all its students.

The Academy will comply with all state and federal mandates for meeting the needs of ALL learners. Staffing to comply with the mandates will be a combination of positions staffed by the school and contracted through a third-party vendor. Partner organizations have yet to be determined.

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

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

The Board is committed to identifying, evaluating, and providing a free appropriate public education (FAPE) to students within its jurisdiction who are disabled within the definition of Section 504, regardless of the nature or severity of their disabilities. The Board recognizes and acknowledges that students may be disabled and eligible for services under Section 504 even though they do not qualify for or require special education and/or related services pursuant the IDEA. Students eligible for services under the IDEA will be served under existing special education programs.

If a student has a physical or mental impairment that significantly limits his/her learning, but does not require specially designed instruction to benefit educationally, the student will be eligible for reasonable accommodations and/or modifications of the regular classroom or curriculum in order to have the same access to an education as students without disabilities. Such accommodations and/or modifications will be provided pursuant to a Section 504 Accommodation Plan.

Section 504

If a student has a physical or mental impairment, but it does not significantly limit his/her learning, the student will not be entitled to a Section 504 Accommodation Plan, but s/he may still be eligible for a "Classroom Accommodation."

Parents/guardians/custodians are invited and encouraged to participate fully in the evaluation process. If the parents disagree with the determination made by the School's professional staff, they may request a hearing with an impartial hearing officer.

The Board is committed to educating (or providing for the education of) each qualified person with a disability who resides within the School with persons who are not disabled to the maximum extent appropriate to the needs of the person with disabilities. Generally, the School will place a person with a disability in the regular educational environment unless it is demonstrated that the education of the person in the regular environment with the use of supplementary aids and services cannot be achieved satisfactorily. If the School places a person in a setting other than the regular educational environment, it shall take into account the proximity of the alternate setting to the person's home.

The School will provide non-academic extracurricular services and activities in such a manner as is necessary to afford qualified persons with disabilities an equal opportunity for participation in such services and activities. Nonacademic and extracurricular services and activities may include counseling services, physical recreational athletics, transportation, health services, recreational activities, special interests groups or clubs sponsored by the School, referrals to agencies that provide assistance to persons with disabilities, and employment of students. In providing or arranging for the provision of meals and recess periods, and nonacademic and extracurricular services and activities, including those listed above, the School will verify that persons with disabilities participate with persons without disabilities in such activities and services to the maximum extent appropriate to the needs of the person with a disability in question.

Notice of the Board's policy on nondiscrimination in employment and education practices and the identity of the School's Section 504/ADA Compliance Officer will be posted throughout the School.

The Board directs the Head of School to prepare administrative guidelines for facilitating the prompt, fair and appropriate identification, referral, evaluation and placement of students with disabilities who qualify for accommodations under Section 504. The Board will provide in-service training and consultation to Staff Members on the education of persons with disabilities, as necessary and appropriate.

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

Food Service

Provide a description of the school's food service offerings. Include the name of the third-party vendor, if applicable. Describe how the school will meet federal and state nutrition standards. Include a description of how the food will be delivered, where students will eat meals, and assurance that Title I students, eligible for free or reduced-price meals, will not be

singled out or otherwise treated differently.

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

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

HUMAN CAPITAL

School Leader

Provide a well-crafted plan for recruiting, retaining, and annually evaluating a school leader.

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

Though the search process is underway and some candidates have been interviewed, the school's founding group has not yet identified its school leader. The primary criteria that will be used to select the school leader is a strong track record of outstanding achievement results, prior experience as a teacher and administrator and all administrative licenses. In particular, the hiring team seeks to select a School Leader with: (1) relevant past experience working with traditionally underserved students and/or working with blended learning technology, (2) leadership and professional development experience, and (3) a belief that all students can achieve if properly supported in a high expectations school environment. In order to ensure a thorough search, the founding team will advertise widely to undertake a thorough search of candidates both in Michigan and nationally. As with all positions, the hiring team will institute a fair and open process to select the best candidate available, with a particular focus on recruiting candidates from traditionally underrepresented groups. The founding team plans to have a school leader identified by the Spring of 2022, allowing the school leader to spend significant time engaging with the local community and preparing for the opening of the school.

Key Expectations for Staff:

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

School Staff Structure

Include a proposal for organizing school staff that establishes clear roles, responsibilities, qualifications, and relationships among school administrators and staff.

School success depends on the presence of exceptional leaders, properly licensed teachers and well-trained instructional coaches. Brief job descriptions are listed below.

Head of School. The Head of School ensures that all students are engaged in a safe learning environment that utilizes effective and approved curricula.

Responsibilities:

- Ensures the established policies and procedures are in place and enforced equitably for all participants of the school including students, staff and leadership
- Provides effective guidance, support, coaching, assistance and supervision to all members of the leadership team.
- Conducts evaluations for staff and leaders and earns and maintains credentials
- Maintains knowledge of all polices, laws and mandates as imposed by the handbooks, State and Department of Education and sees they are fully implemented and communicated effectively within the school building.
- Supervises all school personnel directly or indirectly
- Serves as the chief administrator of the school in developing, implementing and communicating policies, projects, programs, curricular and non- curricular activities in a manner that promotes the educational development of each student and the professional development and growth of each staff member.
- Conceptualizes goals and plans accordingly to ensure that procedure and schedules are implemented to carry out the total school program

- Ensures the school program in its entirety is compatible with the legal, financial and organizational structure of the school system.
- Identifies objectives for the instructional and extracurricular programs of the school
- Manages, directs and maintains records of supplies and equipment necessary to carry out the daily school routines
- Organizes, oversees and provides support to various services, supplies, materials, and equipment necessary to carry out the school program
- Assumes responsibility for the health, safety, and welfare of students, employees and visitors.
- Maintains and accounts for all student activity funds and money collected from Students and functions in compliance with the determined CFO policies.
- Protects confidentiality of records and information gained as part of exercising professional duties and use discretion in sharing such information within legal confines.
- Provides progress reports and report cards to families
- Encourages the staff and leaders to contribute their best efforts to the school's success
- Organizes and oversees staff meetings
- Protects the privacy rights and confidentiality of matters in dealing with students and staff.
- Establishes the annual master schedule for instructional programs, ensuring sequential learning experiences for students consistent with the school's philosophy, mission statement and instructional goals.

Director of Academics. The Director of Academics enhances student learning by offering instructional staff mentoring and regular professional development.

Responsibilities:

- Design and facilitate professional development for teaching staff that are purposefully designed to meet the identified needs and concerns of teachers.
- Create and foster positive learning environments for teachers to ACCELeRATE professional growth.
- Advocate for student learning and employ instructional mentoring strategies designed to help teachers enhance student learning.
- Ensure academic programming supports strong improvement in student academic performance
- Ensures that appropriate differentiation is implemented for all learners including those with exceptional needs
- Use data results from all internal and external assessment systems to inform all curricular decisions
- Seek and share curriculum practices from high performing urban schools
- Serve as primary instructional coach for new and existing faculty; providing feedback and support on instructional methods, classroom management, and curriculum and

- implement coaching plans when necessary to assist staff in areas of weakness or deficiency
- Helps staff resolve problems that impede student participation in appropriate learning activities through conference, professional development and coaching.
 - Participates in collaborative planning of effective staff development programs that improve teaching outcomes and student learning (e.g., methods, skills, commitment, etc.).
 - Helps manage the instructional program. Promotes academic excellence in a nurturing environment
 - Conduct frequent classroom observations and provide intentional feedback to push classroom instruction and teacher performance

Teachers. Teachers drive student learning through high quality, well-planned instruction. Responsibilities:

- Use assessment data to refine curriculum and inform instructional practices.
- Participate in collaborative curriculum development, grade-level activities, and school-wide functions.
- Communicate effectively with students, families, and colleagues.
- Remain highly organized and meet deadlines 100% of the time.
- Create intentional lesson plans that support academic rigor and student engagement.

Service Providers

List all potential contracts with the authorizer or other service provider(s) to fulfill your plan for serving students with exceptionalities, English Language learners, bilingual students, students who are academically behind, and students who are gifted.

Potential contracts for the Academy include special education services, language services for bilingual students, school lunch provider, transportation, and the ESP.

Operations Capacity

Provide a description of individual and team qualifications for executing a comprehensive operations plan that includes, but is not limited to, staffing, performance management, facilities management, professional learning, start-up plans, and general operations.

Staffing Plans, Hiring, Management, and Evaluation

Develop a researched-based definition of “high-quality staff” and, if not requiring a teaching credential, the rationale behind your quality indicators. Write a comprehensive strategy for recruiting, developing, retaining, and evaluating the high-quality staff, as defined necessary to achieve the educational mission of the charter school. Include any pre-requisite skills, certificates, and/or degrees that staff will need to be considered high quality and how you will determine that they have met your standards. Describe what professional development you will offer to ensure that staff quality remains strong. Consider what incentives you will put in place to retain high-quality

staff. Show how staff performance will be evaluated internally by the school leader. Discuss the role the board will play in ensuring quality.

A qualified and committed instructional staff is the cornerstone of exceptional learning outcomes for the students that attend our schools. We recognize that a comprehensive talent management strategy for both teachers and our school leadership team is critical to recruiting and retaining top educators. Our plan begins with identifying credentialed individuals who are committed to our schools.

We will employ a mix of veteran teachers and recent college graduates, allowing us to leverage school experience and the latest in instructional practices. All instructional staff will be offered a variety of mandatory and optional training opportunities to further their instructional effectiveness. Their performance will be assessed throughout the year, with regular feedback and coaching.

There are several key areas of focus that we believe are crucial to hiring and retaining top talent.

- Recruitment
 1. Job Posting
 2. Career Fairs and Campus Visits
 - Compensation
 3. Signing and Milestone Bonuses
 4. Employee Referral Program
 - Retention
 5. Exit Interview
 6. Career Development
 7. Education and Training Opportunities
 8. Job Mobility

Our goal is to find and retain the best instructional staff in order to help our students reach their maximum potential.

RECRUITMENT

Job Posting

Each position will be posted on the following job boards:

- Top School Jobs – Education Week
- Indeed
- K12 Job Spot
- West Virginia Department of Education
- Various university career boards
- Career Board
- Idealist
- LinkedIn
- Simply Post
- Teachers-Teachers

Career Fairs and Campus Visits

The following campuses will be targeted for campus visits, job fairs, and relationship building with their career offices:

- West Virginia University
- Marshall University
- Concord University
- Wheeling Jesuit University
- Alderson Broaddus University
- Bluefield State College
- Davis & Elkins College
- Fairmont State University
- Glenville State College
- Shepherd University
- West Liberty University
- West Virginia State University
- West Virginia Wesleyan College

COMPENSATION

Signing and Milestone Bonuses

In addition to a competitive salary structure, signing bonuses are potentially available for certain circumstances, such as employees relocating and/or employees taking a salary reduction.

Employees will be eligible for a milestone bonus once they reach a certain number of years of service with Accel Schools.

Employee Referral Program

Another source of quality applicants can come from an employee referral program. A bonus will be available for current employees who refer qualified candidates that are hired. Referred candidates will still go through our standard hiring process and must remain employed for set amount of time before the bonus will be paid out.

RETENTION

Exit Interviews

One mechanism for decreasing turnover is to better understand, and where possible, act on the reason(s) why staff are leaving our school. Accel Schools has an exit interview process in place to assist with the data collection related to voluntary staff turnover.

Exit interviews will be conducted that allow us to better understand what our schools are doing well and pinpoint areas that need improvement. Open-ended questions coming from an Accel Schools employee outside of the school will allow us to uncover more information.

Some sample questions for the exit interview include:

- Why did you begin looking for a new job?
- What led you to accept the new position?
- How would you describe the culture of your school?
- Do you feel like you were provided the tools and resources needed to be successful?
- How would you describe the quality of the supervision and support you received within your school?
- What could have been done for you to remain employed with us?

- How did this teaching assignment compare with other teaching positions you have held?

Professional Learning

Provide the professional learning opportunities the school will provide for its staff, including, but not limited to its teachers, school leadership, and board members.

Staff Professional Development

The Professional Development schedule for teachers begins well before the start of the school year. Each summer for three weeks, teachers are immersed in training. Once the school year begins, teachers are monitored daily by building level leaders and they continue their training with monthly in-service days, workshops, and weekly Professional Development. The “scope and sequence” for professional development is developed over the summer in collaboration with school goals, and when data trends dictate real time needs for professional development, adjustments are made accordingly. Data from teacher observations, weekly observations and student data guide the course for professional development throughout the year. The in-depth training consists of components that extend beyond lesson planning to demonstrate teaching methodologies and pedagogy.

Teachers receive at least 140 hours of development training during the school year. They attend goal-setting meetings twice per year and are evaluated formally midway through the school year and at the end of the school year. Teachers create individual professional development plans (IPDP) in conjunction with administration at the start of the year and these plans will be reviewed and assessed twice a year. Building leaders will use IPDP forms, workshop feedback, surveys, and class observations to determine which teachers need additional support and/or instructional coaching.

Trainings include mandatory trainings which occur on an annual basis due to state/federal law and those which are needed to run a successful school. Examples of such trainings are listed below:

- CPR
- Bloodborne Pathogens
- Child abuse and neglect training and reporting training
- ALICE (Active Shooter Training and Preparedness Solutions) training
- Restraint training
- Safety Plan training
- Creation of 5-year licensed teacher PD goals
- Review School Improvement Plan

All other agenda items will be created on a month-by-month basis, based on what the school needs. Each month we create a schedule of the topics being addressed in that month’s professional development. Those topics are centered around research-based behavior and teaching strategies. Some of those topics may include but are not limited to:

- Data Collection and interpreting student data
- Special Education trainings
- Effective lesson planning (reteach, remediate)
- Horizontal and vertical alignment amongst building staff
- Creating short cycle assessments
- Effective behavior management strategies
- Effective teaching strategies
- Creating a positive classroom environment
- Diversity and sensitivity training

Our Leadership Team seeks out trainers or creates presentations based on what our teachers need on a month-to-month basis, so that we can address any of our needs as a staff.

Board Professional Development

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

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

Organizational Structure

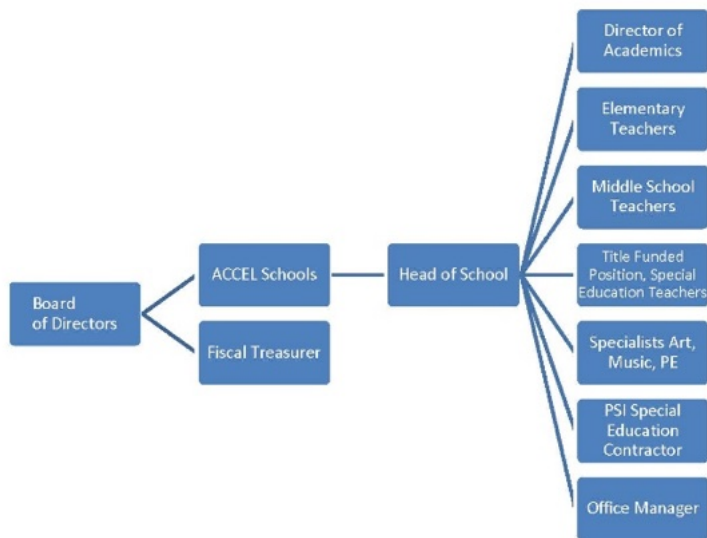
Describe the organizational structure, providing clear lines of authority and reporting between the governing board, school administrators, staff, any advisory bodies or

parent/guardian and teacher councils, and any external individuals or organizations that will play a role in managing the charter school, including, but not limited to, ESPs.

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

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

ORGANIZATIONAL CHART



ESP-Managed Schools ONLY

Day-to-Day Education

Describe how the ESP will manage the day-to-day education of students in the charter school. Explicitly identify the functions that the ESP will perform. Refer to the staffing model to show which employees will be hired by the ESP and which will be hired by the school.

The Academy will contract with ACCEL Schools to provide educational management services. ACCEL Schools provides total school management services. These supports include, but are not limited to, education technology, professional development, and the implementation of best practices in operations and educational programs. ACCEL is also instrumental in promoting operational efficiency through management services to include Human Resources, Teacher/Staff Recruiting, Financial Management, Marketing, Building and Grounds, Grant Writing, and other operational services. These services will benefit the Academy as they provide a direct line of expert knowledge and guidance for school administrators. All employees will be hired by the ESP unless the state determines otherwise.

Accel Roles and Responsibilities:

- a. Financial Management – *Included in the management fee.*
- b. Compliance/Legal/Grants Management – *Compliance – Included in the management fee; Legal – Accel will provide support but the Board Attorney should advise the Board of Directors.*
- a. Personnel Management – *Included in the management fee.*
- b. Facility Management – *Accel will advise on the care and keeping of the*

building, but repair expenses will be the responsibility of the Academy.

- c. *Technology Management – Accel will provide recommendations for technology but the day-to-day upkeep of the infrastructure will not be included in the management fee.*
- d. *Academic/Student Support Services – Accel has staff to support the administration of a special education program as well as other support services.*
- e. *Enrollment/Marketing/Public Relations – Accel will provide ongoing support to the marketing of the Academy. Any additional expenses such as marketing materials will be discussed with the Board of Directors.*

Governance

Explain how the school's governing board will retain final authority and oversight of the public charter school. Referring to the section on governance, explain the process the board may undertake to remove the ESP, if it so chooses.

It is the Board's responsibility to ensure that the total organization is effective in achieving its mission and efficient in using its resources. This annual discussion is begun by evaluating success as a board. By evaluating its performance in fulfilling its responsibilities, the Board can recognize its achievements and reach consensus on which areas need to be improved. Continuous development of an effective governing board is an essential component of maintaining an effective charter school. The Board has not received any formal training to date but has met with our legal counsel to discuss our professional development. Within 60 days, we will receive training in the Sunshine Laws and Robert's Rules of Order. Future training will include community relations, school business issues, budget development, charter school law, policy development, and accountability requirements.

In order to accomplish the vision and mission of the school the Board will continue to develop in the following areas: Nominations and recruitment – be proactive in identifying the right individuals to meet the needs of the charter school, helping them understand their roles and responsibilities, and convincing them to become part of the board; Orientation – take steps to give new board directors the information they need to carry out their roles and responsibilities effectively; Training – engage in regular, ongoing efforts to build new skills and knowledge among the existing board directors to enhance performance; Evaluation – annually evaluate individual board director performance as well as the effectiveness of the board as a whole; Recognition – recognize the work and accomplishments of board directors to the work of the board and to the charter school.

The members of the Governing Authority will have a vision and enthusiasm for building an excellent school and will be well positioned to provide the necessary oversight and support for the successful implementation of the community school's mission. As part of the recruitment process, the school will be looking for members who will:

- Believe in and be active advocates and ambassadors for the mission and vision of the school.
- Work with fellow Governing Authority members to fulfill the obligations of membership.
- Contribute to the effective operation of the Governing Authority.
- Regularly attend and participate in meetings of the school. Prepare for these meetings by reviewing materials prior to the meetings.
- Keep informed about the school and its issues by reviewing materials, participating in discussions, and asking strategic questions.
- Participate in the performance review of the Head of School.
- Participate in the activities of the school by attending programs and fundraising events.
- As appropriate, use personal and professional contacts and expertise for the benefit of the school.

The Board has sought board members that have diverse backgrounds in a number of areas critical for maintaining a high-functioning governing board. We have looked for individuals with experience in: education, higher education, finance, fundraising, organizational development, charter school governance, marketing, and community outreach. We also sought diversity in terms of race and ethnicity, gender, and age. The Board meets monthly and as the school's expansion unfolds during the next few years, the Board will remain committed to the training and support which has ensured a high level of functionality since our inception. ACCEL Schools has no input on the governing board members.

As the school's public agents, the Board is legally and ethically responsible for ensuring the school's academic achievement, organizational viability, and adherence to the terms of its charter. The Board asserts much of its leadership through its policy-setting responsibilities. Board-level policies allow the school to operate effectively and efficiently in pursuit of its mission by establishing clear frameworks for the implementation of the school's work. As a new school, we will work closely with our legal counsel to develop policies and procedures that are aligned with state requirements. All powers of the Board lie in its collective action.

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

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

these financial documents monthly and provides a report to the full board regarding areas of concern, strategic decisions, etc.

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

See Attachment E for the proposed ESP contract.

Conflict of Interest

ESP Conflict of Interest of the proposed governing board members with the proposed ESP: Provide all investment disclosures, including, but not limited to (1) Any interests or entanglements in the ESP, its parent companies, or subsidiaries held by members of the governing board; (2) Any investors, interest holders, subsidiaries, etc. in the ESP; and (3) Disclosure and explanation of any existing or potential conflicts of interest between the governing board and the proposed ESP or any affiliated business entities.

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

FACILITIES

New Schools

Public or Independently-owned facilities

Provide a description of the facilities needed to achieve the charter school's educational mission and how available public facilities meet those needs or how the school will obtain independent facilities that meet the requirements. Show how the intended facility meets zoning, building, and safety requirements. If an existing facility has been identified, include the proposed lease and site plans, floor plans, and/or square footage to help demonstrate how the facility will meet the students' needs.

The Board of Directors for the Eastern Panhandle Preparatory Academy is actively searching for a facility that will meet the needs of the families who will attend. At this time we are looking throughout Jefferson County to locate a building that is at least 50,000 sq, has sufficient classrooms for all grade levels as well as offices and spaces for community gatherings. Ideally, the space will have outdoor areas for students to gather and play. At this point we are looking at both purchasing and lease options.

FINANCIAL PLAN

Financial Plan

Create a detailed proposal for start-up and multi-year operating budgets necessary to achieve the educational mission of the charter school as well as the standard operating procedures, roles and responsibilities, and contingency plans to realize sound financial management across the term of the contract. Include assumptions for staffing, revenue and expenditures. The financial plan must support the staffing plan and all resources needed to operate a successful school.

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

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

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

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

The Governing Authority and management organization welcome the Sponsor's feedback

regarding the management contract structure and fee and are happy to work with the Sponsor to establish a relationship that is agreeable to all parties.

STAFFING ASSUMPTIONS					
Position	FY23	FY24	FY25	FY26	FY27
Core teachers	\$ 363,636	\$ 468,182	\$ 515,000	\$ 561,818	\$ 608,636
Principal	\$ 75,000	\$ 77,250	\$ 79,568	\$ 81,955	\$ 84,413
OM	\$ 35,000	\$ 36,050	\$ 37,132	\$ 38,245	\$ 39,393
Special	\$ 40,000	\$ 41,200	\$ 42,436	\$ 43,709	\$ 45,020
IS	\$ 40,000	\$ 41,200	\$ 42,436	\$ 43,709	\$ 45,020
Title	\$ 40,000	\$ 41,200	\$ 42,436	\$ 43,709	\$ 45,020
DOA	\$ 50,000	\$ 51,500	\$ 53,045	\$ 54,636	\$ 56,275
Aide			\$ 30,000	\$ 30,900	\$ 31,827
Special				\$ 43,709	\$ 45,020
Total Salary	\$ 643,636	\$ 756,582	\$ 842,052	\$ 942,391	\$1,000,626
Count	6	6	7	8	8
Key Drivers & Assumptions					
Loaded Rate	30%				
Base rent	14%	of State Funds			
Mgmt Fee %	15%	of All Funds			
Sponsor Fee %	1%	of State Funds			
Utilities	\$ 5,000	per month			
Insurance	\$ 100	per person			
Marketing	\$ 30,000	per year			
Supplies	\$ 300	per person			
Food	\$ 200	per person			
<u>Other Facilities</u>					
Janitorial	\$ 6,500	per month			
R&M	\$ 2,500	per month			
Security		per month			
Other Facilities	\$ 500	per month			
<u>Consulting</u>					
Audit	\$ 10,000	per year			
Treasurer	\$ -	per month			
<u>SPED (incl. OT/PT, Psych, Speech)</u>					
per student	\$ 2,000	per year			
<u>Technology</u>					
ITC / Powersch	\$ 3,750				
Telephone / mo	\$ 864				
<u>Technology</u>					
AMP	\$ 299	per student/yr			
Internet	\$ 50	per month			
Phone	\$ 750	per month			

Five-Year Budget

Attach a Five-year Budget. Include the start-up year and projections for four additional years with clearly stated assumptions. When creating the budget, ensure that it directly supports the staffing model as well as identified curriculum and instruction, including supplemental curriculum and extra-curricular activities.

Eastern Panhandle Preparatory Academy
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances

	Forecasted				
	FY2023	FY2024	FY2025	FY2026	FY2027
Operating Receipts					
State/Local Payments (3110, 3211)	1,600,000	2,000,000	2,200,000	2,400,000	2,600,000
Charges for Services (1500)					
Fees (1600, 1700)					
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)					
Total Operating Receipts	1,600,000	2,000,000	2,200,000	2,400,000	2,600,000
Operating Disbursements					
100 Salaries and Wages	643,636	756,582	842,052	942,391	1,000,626
200 Employee Retirement and Insurance Benefits	193,091	226,975	252,616	282,717	300,188
400 Purchased Services (see breakout below)	955,400	1,145,270	1,237,963	1,330,761	1,423,665
500 Supplies and Materials	60,000	75,000	82,500	90,000	97,500
600 Capital Outlay - New					
700 Capital Outlay - Replacement					
800 Other					
919 Other Debt					
Total Operating Disbursements	1,852,127	2,203,826	2,415,131	2,645,869	2,821,979
Excess of Operating Receipts Over (Under)					
Operating Disbursements	-252,127	-203,826	-215,131	-245,869	-221,979
Nonoperating Receipts/(Disbursements)					
Federal Grants (all 4000 except fund 532)	400,000	500,000	550,000	600,000	650,000
State Grants (3200, except 3211)	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)					
Donations (1820)					
Interest Income (1400)					
Debt Proceeds (1900)					
Debt Principal Retirement					
Interest and Fiscal Charges	3,000	3,000	3,000	3,000	3,000
Transfers - in					
Transfers - Out					
Total Nonoperating Revenues/(Expenses)	403,000	503,000	553,000	603,000	653,000
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	150,873	299,174	337,869	357,131	431,021
Fund Cash Balance Beginning of Fiscal Year		150,873	450,046	787,915	1,145,046
Fund Cash Balance End of Fiscal Year	150,873	450,046	787,915	1,145,046	1,576,067

	Forecasted				
	FY2023	FY2024	FY2025	FY2026	FY2027
Staffing/Enrollment					
Total Student FTE	200	250	275	300	325
Instructional Staff	12	14	16	18	19
Administrative Staff	2	2	2	2	2
Other Staff					
Purchased Services					
Rent	224,000	280,000	308,000	336,000	364,000
Utilities	60,000	61,200	62,424	63,672	64,946
Other Facility Costs	114,000	116,280	118,606	120,978	123,397
Insurance	20,000	25,000	27,500	30,000	32,500
Management Fee	300,000	375,000	412,500	450,000	487,500
Sponsor/Authorizer Fee	16,000	20,000	22,000	24,000	26,000
Audit Fees		10,000	10,200	10,404	10,612
Legal	30,000	30,600	31,212	31,836	32,473
Marketing	30,000	30,600	31,212	31,836	32,473
Consulting	12,000	12,240	12,485	12,734	12,989
Special Education Services	40,000	50,000	55,000	60,000	65,000
Technology Services	69,400	84,350	91,825	99,300	106,775
Food Services	40,000	50,000	55,000	60,000	65,000
Other					
Total	955,400	1,145,270	1,237,963	1,330,761	1,423,665

Five-Year Contingency Budget

Attach a Contingency Five-Year Budget. Include in this budget the minimum number of students the school can enroll in each of its first four years of operation to be economically viable while still enacting its mission, realizing its mission, meeting the needs of all students, including those with exceptionalities and English Language learners, and having a strong academic program and student outcomes.

Eastern Panhandle Preparatory Academy					
Statement of Receipt, Disbursements, and Changes in Fund Cash Balances					
	Forecasted				
	FY2023	FY2024	FY2025	FY2026	FY2027
Operating Receipts					
State/Local Payments (3110, 3211)	1,285,600	1,364,800	1,484,000	1,644,000	1,685,600
Charges for Services (1500)					
Fees (1600, 1700)					
Other (1830, 1840, 1850, 1860, 1870, 1890, 3190)					
Total Operating Receipts	1,285,600	1,364,800	1,484,000	1,644,000	1,685,600
Operating Disbursements					
100 Salaries and Wages	572,182	607,887	674,443	765,418	786,573
200 Employee Retirement and Insurance Benefits	171,655	182,366	202,333	229,625	235,972
400 Purchased Services (see breakout below)	817,889	867,449	924,803	1,000,106	1,023,730
500 Supplies and Materials	48,210	51,180	55,650	61,650	63,210
600 Capital Outlay - New					
700 Capital Outlay - Replacement					
800 Other					
819 Other Debt					
Total Operating Disbursements	1,609,936	1,708,883	1,857,229	2,056,799	2,109,485
Excess of Operating Receipts Over (Under) Operating Disbursements	-324,336	-344,083	-373,229	-412,799	-423,885
Nonoperating Receipts/(Disbursements)					
Federal Grants (all 4000 except fund 532)	321,400	341,200	371,000	411,000	421,400
State Grants (3200, except 3211)	-	-	-	-	-
Restricted Grants (3219, Community School Facilities Grant)					
Donations (1820)					
Interest Income (1400)					
Debt Proceeds (1900)					
Debt Principal Retirement					
Interest and Fiscal Charges	3,000	3,000	3,000	3,000	3,000
Transfers - In					
Transfers - Out					
Total Nonoperating Revenues/(Expenses)	324,400	344,200	374,000	414,000	424,400
Excess of Operating and Nonoperating Receipts Over/(Under) Operating and Nonoperating Disbursements	64	117	771	1,201	515
Fund Cash Balance Beginning of Fiscal Year		64	181	953	2,154
Fund Cash Balance End of Fiscal Year	64	181	953	2,154	2,669

	Forecasted				
	FY2023	FY2024	FY2025	FY2026	FY2027
Staffing/Enrollment					
Total Student FTE	160.7	170.6	185.5	205.5	210.7
Instructional Staff	10	11	12	14	14
Administrative Staff	2	2	2	2	2
Other Staff					
Purchased Services					
Rent	179,984	191,072	207,760	230,160	235,984
Utilities	60,000	61,200	62,424	63,672	64,946
Other Facility Costs	114,000	116,280	118,606	120,978	123,397
Insurance	16,070	17,060	18,550	20,550	21,070
Management Fee	241,050	255,900	278,250	308,250	316,050
Sponsor/Authorizer Fee	12,856	13,648	14,840	16,440	16,856
Audit Fees		10,000	10,200	10,400	10,612
Transportation	-	-	-	-	-
Legal	30,000	30,600	31,212	31,836	32,473
Marketing	30,000	30,600	31,212	31,836	32,473
Consulting	12,000	12,240	12,485	12,734	12,989
Special Education Services	32,140	34,120	37,100	41,100	42,140
Technology Services	57,649	60,609	65,065	71,045	72,599
Food Services	32,140	34,120	37,100	41,100	42,140
Other					
Total	817,889	867,449	924,803	1,000,106	1,023,730

ESP-Managed schools ONLY

Explain how the ESP will support the school if the school experiences a budget shortfall. How will the ESP provide financial stability, especially during the planning year and first four years of operation?

While the goal is for the Academy to be fiscally sound, unforeseen circumstances to arise. In the event the Academy does have a financial shortfall, Accel will provide advance necessary funds in exchange for a dollar-to-dollar-reimbursement from the Academy. It is not ideal to use bridge loans, therefore Accel would work to help the Academy cover their payroll independently. Should the Board of Directors wish to use a bridge loan, Accel will provide all necessary financial statements and enrollment data.

CLOSURE PROCESS

Respond to the following questions regarding the school's agreed actions if the school relinquishes its charter, has its charter revoked, or is non-renewed.

- 1. Explain the method and timeline for announcing the potential closure to relevant parties, including staff, students, community members, the authorizer, partner organizations, and vendors.*

Eastern Panhandle Preparatory Academy understands that closure of a charter school can be very difficult for school stakeholders, particularly students, families, and school staff. If closure of a school is determined necessary, Eastern Panhandle Preparatory Academy will work together with the charter school's board of directors and school administration. Collectively we will ensure the orderly closure of the school to protect the best interests of displaced families and staff, with a focus on assisting successful transitions for all parties involved.

Transition Team

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

Communication

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

2. Describe the process for transferring students and all important records to your county board of education, including, but not limited to, student records, staff and resource records, vendor records and contracts, and all administrative and financial documents.

Student Records

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

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

Business and Personnel Records

The Transition Team will oversee the gathering and retention of all personnel, governance, and financial records according to the Public School Records Retention Schedule.

3. Provide a written assurance that all net assets or equity will be returned to your authorizer after payment of debts.

Eastern Panhandle Preparatory Academy assures that all net assets or equity will be returned to the authorizer after payment of debts.

4. Detail the process for providing all school, financial, and student data and conducting a final financial audit post closure. This process must include identifying an employee or board member who will be responsible for the final closure and dissolution of the school.

Submission of Final Data and Reports

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

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

Resolution of Financial Obligations

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

If Eastern Panhandle Preparatory Academy is notified of closure, the Department of Education shall exercise its financial withholding authority to assure all obligations of the charter school are met.

Eastern Panhandle Preparatory Academy is responsible for the oversight of all unobligated assets and requires:

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

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

Disposition of Assets

State Funds

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

Federal Funds

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

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

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

Remaining Assets

Any other remaining assets, including those acquired through donations, gifts, grants, or other sources, shall be disposed of upon dissolution of the school's board in accordance with the articles of incorporation of the school.

5. Timeline for the following actions:

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

Rather than reinvent the wheel, Eastern Panhandle Preparatory Academy has adopted the closure timeline proposed by the National Association of Charter School Authorizers. The plan is thorough and is widely used by Authorizers across the country. The link to the plan is located below and a copy has been included in “**Attachment G.**”

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

APPLICANT ASSURANCES

All applicants must provide the following assurances by checking each box and initialing after each assurance.

By checking and initialing each of these boxes, the applicant assures that the charter school meets and will continue to meet these requirements and uphold the law.

- ✓ The charter school will not be a home school or a virtual school. Applicants also completing the Virtual Charter School portion of the application do not have to check and initial this assurance.
- ✓ The charter school will not espouse any religious preference or engage in any religious practices in its educational program, admissions, employment policies, or operations.
- ✓ The charter school will, under no circumstances, charge tuition.
- ✓ The charter school will only impose fees that are imposed by local non-charter public schools.

- ✓ The charter school will not, whether through the enrollment process or general operation of the school, put in place requirements or practices that would exclude from enrollment any child at the charter school who would not be excluded at a non-charter public school.
- ✓ The charter school's admission and enrollment processes are void of discriminatory practices, and admission materials will include a non-discrimination statement indicating that all applicants, including those with exceptionalities, are eligible to attend.
- ✓ The charter school will appropriately evaluate students and comply with all federal requirements, including, but not limited to, federal nutrition standards, the Civil Rights Act of 1964 (Pub.L. 88-352, 78 Stat. 241 (1964)); the McKinney Vento Homeless Assistance Act, U.S.C. 11431 et seq.; the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Pub.L. 108-446; the Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 328 (1990); and Section 504.
- ✓ In accordance with Section 504 and the ADA, no otherwise qualified individual with an exceptionality seeking to engage in a major life activity shall, solely by reason of her or his exceptionality, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by a charter school. Charter schools shall create, maintain, and implement a service plan and provide accommodations for each student determined to be eligible for such services.
- ✓ The charter school has the capacity and is prepared to enroll a comparable portion of students with exceptionalities as are enrolled in local non-charter public schools.
- ✓ The governing board and charter school will timely comply and respond to requests received pursuant to the Freedom of Information Act (W.Va. Code §29B-1-1 et seq.).
- ✓ The governing board will conduct its business in compliance with The Open Governmental Meetings Act (W.Va. Code §6-9A-1 et seq.).
- ✓ The charter school will adhere to the same immunization requirements that are applicable to non-charter public schools.
- ✓ The charter school will adhere to the same compulsory school attendance requirements that are applicable to non-charter public schools.
- ✓ Students attending the charter school will receive the same minimum number of days or an equivalent amount of instructional time per year as required of students attending non-charter public schools under W.Va. Code §18-5-45. For virtual charter schools utilizing a learn at your own pace program, sufficient opportunity for learning and engagement to allow mastery of course content will be provided to all enrolled students.
- ✓ The charter school will comply with the West Virginia Student Data Accessibility, Transparency and Accountability Act as set forth in W.Va. Code §18-2-5h, the West Virginia Board of Education's Procedures for the Collection, Maintenance and Disclosure of Student Data (Policy 4350), and the Federal Educational Rights and Privacy Act (FERPA).
- ✓ Pursuant to W.Va. Code §18-5G-3(c)(11), contractors and service providers, and employees of the same, will be prohibited from making direct contact with students, virtually or in person, and will not be permitted unaccompanied access to school grounds when students are present until it can be verified that such individuals have not previously been convicted of a qualifying offense pursuant to W.Va. Code §18-5-5(c).
- ✓ Pursuant to W.Va. Code §18-5G-3(c)(8), the charter school will timely and regularly use the West Virginia Education Information System (WVEIS) to report all data required by statute or policy or the charter contract.

- ✓ Pursuant to W.Va. Code §18-5G-3(c)(10), the governing board and charter school will meet the same accounting and financial reporting requirements required of non-charter public schools, including, but not limited to, participation in the State Auditor's financial transparency website.
- ✓ Pursuant to W.Va. Code §18-5G-11(a)(6), the charter school shall not discriminate against any person on any basis which would be unlawful, under state or federal law, for non-charter public schools in the school district. Provided, this prohibition shall not be construed to limit a charter school from establishing any of the limited set of enrollment preferences allowed in W.Va. Code §18-5G-1 et seq. and Policy 3300.
- ✓ The charter school will propose a process for resolving disputes with the authorizer that the authorizer agrees with. Consider instances of data integrity and validity, compliance with applicable law, and school quality determinations that the authorizer may make over the course of the school's charter.
- ✓ The charter school will adhere to the same building codes, occupancy requirements, regulations, and facility fees that apply to non-charter 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 charter school shall obtain all required occupation and operation certificates and licenses prior to the first instructional day for students.
- ✓ Assure that no elected official is receiving, or will receive, monetary compensation if the charter school proposed in the charter school application is authorized.

Panhandle Preparatory Academy: Appendix B

Sample Calendars

1. Example SY 22-23 Calendar
2. Example Daily Calendar

Panhandle Preparatory Academy: 2022-23 Calendar

4 Independence Day

JULY '22						
S	M	T	W	Th	F	S
					1	2
2	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
21						

JANUARY '23						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

4 School Resumes
16 M.L. King Day- **No School**
27 **No School**- Staff Professional Development

1-5 Teacher Pre-Service
3 K-3rd Meet the teacher 5-6:30 p.m.
4 4th-8th Meet the Teacher 5-6:30 p.m.
8-9 Teacher Workdays
10 First day of school

AUGUST '22						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

FEBRUARY '23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

3 Quarter 3 Interims
20 Presidents' Day- **No School**
24 **No School**- Staff Professional Development

5 Labor Day- **No school**
9 Quarter 1 Interims
23 **No School**- Staff Professional Development

SEPTEMBER '22						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MARCH '23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

10 Quarter 3 Report Cards
20-24 **No School**- Spring Break

10 **No School**- Parent/Teacher Conferences
14 Quarter 1 Report Cards
19 & 19 Third Grade Fall Testing
28 **No School**- Staff Professional Development

OCTOBER '22						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
03	31					

APRIL '23						
S	M	T	W	Th	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

4 & 4 Grades 3-8 ELA Testing
11 & 12 Grades 3-8 Math Testing
7 Good Friday
9 Easter Sunday
18 & 19 Grades 5 & 8 Science Testing
28 Quarter 4 Interims

11 Veterans Day
18 Quarter 2 Interims
23 **No School**- Staff Professional Development
24-24 **No School**- Thanksgiving Break

NOVEMBER '22						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

MAY '23						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

15 Kindergarten Graduation
16 8th Grade Graduation
19 **Last day of school**
30 Memorial Day

176 Days
1,091.2 Hours

16 Quarter 2 Report Cards
19-31 **No School**- Winter Break
25 Christmas Day

DECEMBER '22						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

JUNE '23						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

Time	KG1	1st Grade 1	2nd Grade 1	3rd Grade 1	4th Grade 1	5th Grade 1	6th Grade 1
7:45-8:00	Extended Response/Morning Work	Extended Response/Morning Work	Extended Response/Morning Work	Extended Response/Morning Work	Extended Response/Morning Work	Extended Response/Morning Work	Extended Response/Morning Work
8:00-8:05	Math 15 mins 8:00-8:15	Math 65 mins 8:00-9:05	Reading/Writing 120 mins 8:00-10:00	Reading/Writing 120 mins 8:00-10:00	Math 120 mins 8:00-10:00	Reading/Writing 120 mins 8:00-10:00	Reading/Writing 120 mins 8:00-10:00
8:05-8:10							
8:10-8:15							
8:15-8:20							
8:20-8:25							
8:25-8:30	Specials 40 mins 8:15-8:55						
8:30-8:35							
8:35-8:40							
8:40-8:45							
8:45-8:50							
8:50-8:55							
8:55-9:00	Math 75 mins 8:55-10:10	Specials 40 mins 9:05-9:45	Math 65 mins 10:00-11:05	Math 90 mins 10:00-11:30	Reading/Writing 120 mins 10:00-12:00	Math 120 mins 10:00-12:00	Specials 40 mins 10:00-10:40
9:00-9:05							
9:05-9:10							
9:10-9:15							
9:15-9:20							
9:20-9:25							
9:25-9:30							
9:30-9:35							
9:35-9:40							
9:40-9:45							
9:45-9:50	Math 25 mins 9:45-10:10						
9:50-9:55							
9:55-10:00							
10:00-10:05							
10:05-10:10							
10:10-10:15	Reading/Writing 20 mins 10:10-10:30	Recess 25 mins 10:10-10:35					
10:15-10:20							
10:20-10:25							
10:25-10:30							
10:30-10:35	Recess 25 mins 10:30-10:55						
10:35-10:40							
10:40-10:45							
10:45-10:50							
10:50-10:55	Reading/Writing 55 mins 10:35-11:30	Math 120 mins 10:40-12:40					
10:55-11:00							
11:00-11:05							
11:05-11:10							
11:10-11:15							
11:15-11:20	Lunch 25 mins 10:55-11:20						
11:20-11:25							
11:25-11:30							
11:30-11:35	Recess 25 mins 11:05-11:30						
11:35-11:40							
11:40-11:45							
11:45-11:50	Lunch 25 mins 11:30-11:55	Lunch 25 mins 11:30-11:55	Recess 25 mins				

11:50-11:55	Reading/Writing 100 mins <i>11:20-1:00</i>			11:30-11:55				
11:55-12:00		Reading/Writing 65 mins <i>11:55-1:00</i>	Math 55 mins <i>11:55-12:50</i>	Lunch 25 mins <i>12:00-12:25</i>	Lunch 25 mins <i>12:00-12:25</i>	Lunch 25 mins <i>12:00-12:25</i>		
12:00-12:05								
12:05-12:10								
12:10-12:15								
12:15-12:20								
12:20-12:25								
12:25-12:30								
12:30-12:35								
12:35-12:40								
12:40-12:45								
12:45-12:50								
12:50-12:55								
12:55-1:00								
1:00-1:05	Social Studies 40 mins <i>1:00-1:40</i>	Recess 25 mins <i>1:00-1:25</i>	Social Studies 25 mins <i>12:50-1:15</i>	Science/Social Studies 70 mins <i>12:55-2:05</i>	Recess 20 mins <i>1:05-1:25</i>	Recess 20 mins <i>1:05-1:25</i>	Lunch 25 mins <i>12:40-1:05</i>	
1:05-1:10								
1:10-1:15								
1:15-1:20								
1:20-1:25								
1:25-1:30	Social Studies 40 mins <i>1:25-2:05</i>	Specials 40 mins <i>1:15-1:55</i>	Specials 40 mins <i>12:25-1:05</i>	Specials 40 mins <i>12:25-1:05</i>	Recess 20 mins <i>1:05-1:25</i>	Recess 20 mins <i>1:05-1:25</i>	Transition/RR Break 1:05-1:15	
1:30-1:35								
1:35-1:40								
1:40-1:45								
1:45-1:50								
1:50-1:55	Recess 25 mins <i>1:40-2:05</i>	Social Studies 15 mins <i>1:55-2:10</i>	Science 40 mins <i>2:05-2:45</i>	Science 45 mins <i>1:25-2:10</i>	Social Studies 45 mins <i>1:25-2:10</i>	Science 45 mins <i>1:25-2:10</i>	Social Studies 40 mins <i>1:15-1:55</i>	
1:55-2:00								
2:00-2:05								
2:05-2:10								
2:10-2:15								
2:15-2:20	Science 40 mins <i>2:05-2:45</i>	Science 40 mins <i>2:05-2:45</i>	Specials 40 mins <i>2:05-2:45</i>	Science 45 mins <i>2:10-2:55</i>	Social Studies 45 mins <i>2:10-2:55</i>	Social Studies 45 mins <i>2:10-2:55</i>	Social Studies 40 mins <i>1:15-1:55</i>	
2:20-2:25								
2:25-2:30								
2:30-2:35								
2:35-2:40								
2:40-2:45	Science 40 mins <i>2:05-2:45</i>	Science 40 mins <i>2:05-2:45</i>	Specials 40 mins <i>2:05-2:45</i>	Science 45 mins <i>2:10-2:55</i>	Social Studies 45 mins <i>2:10-2:55</i>	Social Studies 45 mins <i>2:10-2:55</i>	Science 60 mins <i>1:55-2:55</i>	
2:45-2:50								
2:50-2:55								
2:55-3:00								
3:00-3:05								
3:05-3:10	Remediation/Enrichment 30 mins <i>2:45-3:15</i>	Remediation/Enrichment 30 mins <i>2:45-3:15</i>	Remediation/Enrichment 25 mins <i>2:50-3:15</i>	Remediation/Enrichment 30 mins <i>2:45-3:15</i>	Remediation/Enrichment 20 mins <i>2:55-3:15</i>	Remediation/Enrichment 20 mins <i>2:55-3:15</i>	Typing 20 mins <i>2:55-3:15</i>	
3:10-3:15								

Time	7th Grade 1	8th Grade 1	9th Grade 1	10th Grade 1	11th Grade 1	12th Grade 1
7:45-8:00	Extended Response/Morning Work	Extended Response/Morning Work	Extended Response/Morning Work	Extended Response/Morning Work	Extended Response/Morning Work	Extended Response/Morning Work
8:00-8:05	Math 120 mins 8:00-10:00	Math 120 mins 8:00-10:00	Pre-Alg/Alg 90 mins 8:00-9:30	Alg 1/ Geometry 90 mins 8:00-9:30	Geometry/Alg 2/Trig 90 mins 8:00-9:30	Pre-Calc/Calc 90 mins 8:00-9:30
8:05-8:10						
8:10-8:15						
8:15-8:20						
8:20-8:25						
8:25-8:30						
8:30-8:35						
8:35-8:40						
8:40-8:45						
8:45-8:50						
8:50-8:55						
8:55-9:00						
9:00-9:05						
9:05-9:10						
9:10-9:15						
9:15-9:20						
9:20-9:25						
9:25-9:30						
9:30-9:35	Specials 40 mins 10:00-10:40	Specials 40 mins 10:00-10:40	English 1 90 mins 9:30-11:00	English 2 90 mins 9:30-11:00	English 3 90 mins 9:30-11:00	English 4 90 mins 9:30-11:00
9:35-9:40						
9:40-9:45						
9:45-9:50						
9:50-9:55						
9:55-10:00						
10:00-10:05						
10:05-10:10						
10:10-10:15						
10:15-10:20						
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10:35-10:40						
10:40-10:45						
10:45-10:50						
10:50-10:55						
10:55-11:00						
11:00-11:05	Reading/Writing 120 mins 10:40-12:40	Reading/Writing 120 mins 10:40-12:40	World Civilization 90 mins 11:00-12:30	American History 90 mins 11:00-12:30	World History 90 mins 11:00-12:30	Civics 90 mins 11:00-12:30
11:05-11:10						
11:10-11:15						
11:15-11:20						
11:20-11:25						
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11:30-11:35						
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12:20-12:25						
12:25-12:30						
12:30-12:35						
12:35-12:40						
12:40-12:45						
12:45-12:50	Lunch 25 mins 12:40-1:05	Lunch 25 mins 12:40-1:05	Lunch 30 mins 12:30-1:00	Lunch 30 mins 12:30-1:00	Lunch 30 mins 12:30-1:00	Lunch 30 mins 12:30-1:00
12:50-12:55						
12:55-1:00						
1:00-1:05						
1:05-1:10	Transition/RR Break 1:05-1:15	Transition/RR Break 1:05-1:15				
1:10-1:15						
1:15-1:20						
1:20-1:25						
1:25-1:30						
1:30-1:35	Science 60 mins 1:15-2:15	Science 60 mins 1:15-2:15	Physical Science 90 mins 1:00-2:30	Biology 90 mins 1:00-2:30	Chemistry 90 mins 1:00-2:30	Physiscs 90 mins 1:00-2:30
1:35-1:40						
1:40-1:45						
1:45-1:50						
1:50-1:55						
1:55-2:00						
2:00-2:05						
2:05-2:10						
2:10-2:15						
2:15-2:20						
2:20-2:25						
2:25-2:30	Social Studies 40 mins 2:15-2:55	Social Studies 40 mins 2:15-2:55				
2:30-2:35						
2:35-2:40						
2:40-2:45						
2:45-2:50						
2:50-2:55						
2:55-3:00	Typing 20 mins 2:55-3:15	Typing 20 mins 2:55-3:15	Specials Spanish, PE1, Band Art, Tech	Specials Spanish, PE1, Band Art, Tech Electives Psychology, Sociology Economics	Specials Spanish, PE1, Band Art, Tech Electives Psychology, Sociology Economics	Specials Spanish, PE1, Band Art, Tech Electives Psychology, Sociology Economics
3:00-3:05						
3:05-3:10						
3:10-3:15			Independent Study Work Study 45 min, 2:30-3:15	Independent Study Work Study 45 min, 2:30-3:15	Independent Study Work Study 45 min, 2:30-3:15	Independent Study Work Study 45 min, 2:30-3:15

This is a semester high school schedule. Students switch classes at winter break; each class counts as a high school credit. Graduation requirements are 24 credit hours. Students can earn college hours through college credit plus program, allowing them to graduate with 60-90 college credit hours.

Eastern Panhandle Preparatory Academy: Appendix C
Enrollment Documents

STUDENT NAME: _____

**<Insert your school logo here & update the
Records Release (page 6) prior to printing>**

**2022-2023 New Student Registration Packet
to be completed by a custodial parent/legal guardian**

PRIMARY CUSTODIAL PARENT/LEGAL GUARDIAN INFORMATION:	
What is your relationship to the student?	<input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Legal Guardian
Your First Name	
Your Last Name	
Email Address	
Cell Phone Number	
Home Phone Number	
Work Phone Number	
Home Address	Street: _____ City: _____ State: _____ Zip: _____
ADDITIONAL PARENT/LEGAL GUARDIAN INFORMATION (SKIP IF NOT APPLICABLE):	
Relationship to student	<input type="checkbox"/> Mother <input type="checkbox"/> Father <input type="checkbox"/> Legal Guardian
Email Address	
Cell Phone Number	
Home Phone Number	
Work Phone Number	
Home Address	<input type="checkbox"/> check if same as Primary Parent/Legal Guardian Street: _____ City: _____ State: _____ Zip: _____



STUDENT NAME: _____

STUDENT INFORMATION. WRITE STUDENT'S NAME AS IT APPEARS ON THE BIRTH CERTIFICATE:	
Legal First Name	
Legal Middle Name	
Legal Last Name	
Nick Name (if applicable)	
Birth Date	____/____/____
Gender	<input type="checkbox"/> Male <input type="checkbox"/> Female
Home Address	<input type="checkbox"/> check if same as Primary Parent/Legal Guardian
	Street: _____
	City: _____ State: _____ Zip: _____
Mailing Address (if different than Home Address)	Street: _____
	City: _____ State: _____ Zip: _____
Grade Applying To	(circle one) PK K 1 2 3 4 5 6 7 8 9 10 11 12
City/Town of Child's Birth	
COUNTY (not country) where student resides	
Student Cell Phone Number (if applicable)	

How did you hear about our school?

<input type="checkbox"/> Sibling Attends	<input type="checkbox"/> Mailer	<input type="checkbox"/> Social (Facebook, Instagram)
<input type="checkbox"/> Referral	<input type="checkbox"/> Radio, TV, News	<input type="checkbox"/> Web Search
<input type="checkbox"/> Signage	<input type="checkbox"/> Door-to-Door Canvassing in Neighborhood	<input type="checkbox"/> Previously attended an ACCEL School
<input type="checkbox"/> Event		

Does the student have a parent/guardian who is an active duty OR retired member of the Armed Forces or National Guard?

<input type="checkbox"/> No	<input type="checkbox"/> Yes. <i>If yes, please select the best description:</i>	
<input type="checkbox"/> Army – Active Duty	<input type="checkbox"/> Air Force – Active Duty	<input type="checkbox"/> Coast Guard – Active Duty
<input type="checkbox"/> Marine – Active Duty	<input type="checkbox"/> Navy – Active Duty	<input type="checkbox"/> National Guard – Full-Time, Active Duty
<input type="checkbox"/> Reserves	<input type="checkbox"/> Veteran/Retired	<input type="checkbox"/> Gold Star Family



STUDENT NAME: _____

HOUSING INFORMATION

Your answers will help determine if the student meets eligibility requirements for services under the McKinney-Vento Act.

Please choose which of the following situations the student currently resides in (you can choose more than one):

- House or apartment with parent/guardian
- Motel, car, or campsite
- Shelter or other temporary housing
- With friends or family members (other than or in addition to the primary parent/guardian)

If you are living in shared housing, please check ALL of the following reasons that apply:

- Loss of housing
- Economic situation
- Temporarily waiting for house or apartment
- Provide care for a family member
- Living with boyfriend/girlfriend
- Loss of employment
- Parent/guardian is deployed
- Other. Please explain: _____

Are you a student under the age of 18 and living apart from your parent/guardian? Yes No

EDUCATION HISTORY

Has your child ever been retained in any grade? No Yes; Which grade? _____

Has your child been permanently excluded from school attendance by another school district? No Yes

Has your child ever been expelled from school? No Yes; provide details: _____

Has the expulsion ended? No, the child is currently expelled Yes, it ended on ____/____/____

Has your child ever been suspended from school? No Yes; please provide details: _____

ETHNICITY & RACE

State and Federal regulations require that school districts record the ethnicity and race of a student.

Is this student Hispanic or Latino? Persons of Cuban, Mexican, Puerto Rican, South or Central American, or other Spanish culture or origin, regardless of race, are considered Hispanic or Latino.

- No, not Hispanic or Latino
- Yes, Hispanic or Latino

Indicate this student's race (can select more than one):

- American Indian or Alaska Native:** A person having origins in any of the original peoples of North and South America (including Central America), and who maintains tribal affiliation or community attachment.
Name of Enrolled or Principal Tribe: _____
- Asian:** A person having origins in any of the original peoples of the Far East, Southeast Asia or the Indian subcontinent including Cambodia, China, India, Japan, Korea, Malaysia, Pakistan, the Philippine Islands, Thailand, and Vietnam.
- Black or African American:** A person having origins in any of the black racial groups of Africa.
- Native Hawaiian or Other Pacific Islander:** A person having origins in any of the original peoples of Hawaii, Guam, Samoa, or other Pacific Islands.
- White, European, Middle Eastern, or North African**
- I refuse** to re-identify the race and ethnicity of this student and understand the school will make the determination on my behalf.



STUDENT NAME: _____

EMERGENCY CONTACTS (when parents/guardians cannot be reached)

EMERGENCY CONTACT #1		
First Name	Last Name	Relationship to Student
Mobile Phone Number	Home Phone Number	This person is:
		<input type="checkbox"/> Authorized to pick-up my child <input type="checkbox"/> Emergency contact only
EMERGENCY CONTACT #2 (OPTIONAL)		
First Name	Last Name	Relationship to Student
Mobile Phone Number	Home Phone Number	This person is:
		<input type="checkbox"/> Authorized to pick-up my child <input type="checkbox"/> Emergency contact only
EMERGENCY CONTACT #3 (OPTIONAL)		
First Name	Last Name	Relationship to Student
Mobile Phone Number	Home Phone Number	This person is:
		<input type="checkbox"/> Authorized to pick-up my child <input type="checkbox"/> Emergency contact only

BUS TRANSPORTATION

Transportation services are provided by your child's School District of Residence based on the address on file that matches your Proof of Residency documentation. Per district policy, transportation services may be limited to a specific radius surrounding the address/location of the school. Please see the school website or contact the front office for the Bus Transportation Request Form.

Are you planning to request Bus Transportation services for the 22-23 school year?

Yes
 No

MEDICAL HISTORY & REQUEST FOR MEDICAL AUTHORIZATION FORMS

Has your child ever been diagnosed with an illness or treated for a condition that our school staff should be aware of?

Does your child have any allergies such as food, insect, medication, seasonal, environmental, etc?	<input type="checkbox"/> No	<input type="checkbox"/> Yes. Which allergies?
Does your child require an epinephrine autoinjector to treat anaphylaxis in school?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Does your child require an asthma inhaler in school to alleviate asthmatic symptoms, or before exercise to prevent the onset of asthmatic symptoms?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Does your child require diabetes management at school?	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Does your child require medication during school hours?	<input type="checkbox"/> No	<input type="checkbox"/> Yes

If the answer was Yes to any of the above questions, additional form(s) are required and will be provided to you by the school.



STUDENT NAME: _____

STATE OF OHIO LANGUAGE USAGE SURVEY

<p>Communication Preferences Indicate your language preference so we can provide an interpreter or translated documents at no cost when you need them. All parents have the right to information about their child’s education in a language they understand.</p>	<p>1) In what language(s) would your family prefer to communicate with the school?</p>
<p>Language Background Information about your child’s language background helps us identify students who qualify for support to develop the language skills necessary for success in school. Testing may be necessary to determine if language supports are needed.</p>	<p>2) What language did your child learn first?</p> <p>3) What language does your child use the most at home?</p> <p>4) What languages are used in your home?</p>
<p>Prior Education Responses about your child’s birth country and previous education give us information about the knowledge and skills your child is bringing to school and may enable the school to receive additional funding to support your child.</p>	<p>5) In what country was your child born?</p> <p>6) Has your child ever received formal education outside of the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, how many years/months? _____ If yes, what was the language of instruction? _____</p> <p>7) Has your child attended school in the United States? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, when did your child first attend a school in the United States? _____/_____/_____ Month Day Year</p>
<p>Additional Information Please share additional information to help us understand your child’s language experiences and educational background.</p>	

Thank you for providing the information above. Contact your school or district office if you have questions about this form or about services available at your child’s school. Translated information about schools’ civil rights obligations to English learner students and limited English proficient parents can be found here: <https://www2.ed.gov/about/offices/list/ocr/ellresources.html>



STUDENT NAME: _____

**REQUEST & RELEASE OF STUDENT RECORDS
FOR ADMISSION TO THE 2022-2023 SCHOOL YEAR**

CURRENT/PREVIOUS SCHOOL

Name of Last School Attended	
School Address (City & State)	

As the parent/guardian of the below student, I request you to release my child's student records to my child's new school. Please send all records to:

Name of School	<Name of School>
School Address	<School Address>
Phone Number	<Phone Number>
Fax Number	<Fax Number>
Email Address	<Email Address>

STUDENT INFORMATION

First Name	
Middle Name	
Last Name	
Date of Birth	
Grade Level in 21-22 school year	
Anticipated start date at new school	

Please include all permanent/cumulative records including:

- State ID Number
- Proof of Identification (birth certificate, etc)
- Proof of Residency documentation
- Immunization & Medical Records
- Custody Papers
- Enrollment History
- Attendance & Truancy
- Academic or Disciplinary Intervention (including Suspension, Expulsion, and/or Permanent Exclusion)
- Academic Records (standardized test scores, transcripts, report cards, grades)
- Official, Sealed Transcripts for Grades 9-12
- Pupil Personnel & Special Services (IEP, MFE, BIP, 504, ETR, ESL/ELL, etc)

Parent/ Guardian

Signature

Date



STUDENT NAME: _____

CONSENT FOR EMERGENCY MEDICAL TREATMENT

Purpose – To enable parents and guardians to authorize the provision of emergency treatment for children who become ill or injured while under school authority, when parents or guardians cannot be reached.

PART I – GRANT TO CONSENT

I hereby give consent for the following medical care providers and local hospital to be called:

Student’s Doctor	Primary Phone Number	Secondary Phone Number
Student’s Dentist	Primary Phone Number	Secondary Phone Number
Student’s Medical Specialist	Primary Phone Number	Secondary Phone Number
Preferred Hospital	Emergency Room Phone Number	

In the event reasonable attempts to contact me have been unsuccessful, I hereby give my consent for (1) the administration of any treatment deemed necessary by above-named doctor, or, in the event the designated preferred practitioner is not available, by another licensed physician or dentist; and (2) the transfer of the child to any hospital reasonably accessible. This authorization does not cover major surgery unless the medical opinions of two other licensed physicians or dentists, concurring in the necessity for such surgery, are obtained prior to the performance of such surgery. Facts concerning the child’s medical history including allergies, medications being taken, and any physical impairments to which a physician should be alerted: _____

PART II - REFUSAL TO CONSENT

I do not give consent for the emergency medical treatment of my child. In the event of illness or injury requiring emergency medical treatment, I wish the school authorities to take the following action: _____

ADDITIONAL DOCUMENTS

PARENT CUSTODY	
Child lives with (check one only)	<input type="checkbox"/> Both Biological Parents <input type="checkbox"/> Both Biological Parents Alternately <input type="checkbox"/> One Biological Parent Only <input type="checkbox"/> Adoptive Parent(s) <input type="checkbox"/> Other Legal Guardian(s)
Are there any applicable court orders regarding custody and contact with this child?	<input type="checkbox"/> No <input type="checkbox"/> Yes (please attach)
SPEECH & SPECIAL EDUCATION EVALUATIONS & SERVICES	
Has your child ever been evaluated for Speech or Special Education services?	<input type="checkbox"/> No <input type="checkbox"/> Yes
Is your child receiving any Speech or Special Education services at his/her current (or most recently attended) school?	<input type="checkbox"/> No, this does not apply to my student <input type="checkbox"/> No, my student was not found eligible <input type="checkbox"/> Yes, and my student’s evaluation/plan is current (attach) <input type="checkbox"/> Yes, and my student’s evaluation/plan has expired (attach) <input type="checkbox"/> Yes, but my student was exited from SPED services (attach)
If yes, please attach paperwork such as one or more of the following:	



STUDENT NAME:

<ul style="list-style-type: none"> • Individualized Education Plan (IEP) • Evaluation Team Report (ETR) • Multidisciplinary Evaluation Team Summary (MET) • Other 	
Has your child been identified as a Gifted learner?	<input type="checkbox"/> No <input type="checkbox"/> Yes (please attach Gifted learning plan)
Has your child received, or is your child currently receiving, any English Language (ESL/ELL) services at his/her previous school?	<input type="checkbox"/> No <input type="checkbox"/> Yes (please attach paperwork)
BEHAVIORAL, PHYSICAL, AND/OR MEDICAL EVALUATIONS & SERVICES	
Does your child have a Behavior Intervention Plan (BIP) at his/her current school?	<input type="checkbox"/> No <input type="checkbox"/> Yes (please attach)
Does your child have a 504 Plan at his/her current school?	<input type="checkbox"/> No <input type="checkbox"/> Yes (please attach)

UNIVERSAL CONSENT FORM & ENROLLMENT AGREEMENT

Our school is required by law to obtain the parent/legal guardian's written consent for each student regarding certain information and activities that enable our school to provide the educational experience we advertise. Declining to acknowledge, agree with or consent to some items may mean that the student/family will not have access to some of the educational materials and resources that we use throughout the school day and year and/or the student will not maintain enrollment at the school.

ACKNOWLEDGEMENT OF STUDENT HANDBOOK/CODE OF CONDUCT

We acknowledge the school Handbook and Code of Conduct are available to read on the school website and confirm that we have read it. We understand the rights and responsibilities pertaining to students and agree to support and abide by the school's rules, guidelines, procedures, and policies. We also understand that the Handbook and Code of Conduct supersedes all prior handbooks, codes of conduct and other written material on the same subjects, that this Handbook and Code of Conduct should not be construed to accord any rights or privileges to students or families beyond those accorded by law, and that this Handbook and Code of Conduct may be revised at any time, with or without notice. The signatures on this document are legally binding and indicate the parties who signed have read and understand the terms and conditions in the Handbook and Code of Conduct. Not acknowledging the Handbook and Code of Conduct could mean that student will not be informed of the expectations to maintain their enrollment at the school.

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

FERPA ACKNOWLEDGEMENT

The Family Educational Rights and Privacy Act (FERPA) provides parents and students over 18 years of age ("eligible students") certain rights regarding the student's educational records. In order to serve the student's educational needs, the school may find it necessary to disclose a student's name, address, parent's/guardian's name, phone number, email address, and date of birth, to a vendor to provide the student with the appropriate learning solutions. The vendors agree to the confidentiality of the student's name and address and will not use such information for any purpose other than those required under their vendor contract with the school. I hereby acknowledge that my student's name and address may be provided to the school's vendors to ensure that the school can best meet the educational needs of my student. Not acknowledging FERPA could mean that the student and family will not have access to educational materials and resources and as such may receive a different educational experience than what the school has advertised.

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

AGREEMENT TO INTERNET USAGE TERMS AND POLICIES

I agree to my student using the Internet per the Internet Use Agreement outlined within the school's Handbook and Code of Conduct. I (we) further agree that any violation of the regulations will result in the termination of Internet privileges. Any violations may result in access privileges being revoked, school disciplinary action, and/or appropriate legal action. Not consenting to Internet usage terms and policies could mean that the student will not have access to the Internet for curriculum, research, or other schoolwork and as such may receive a different educational experience than what the school has advertised.

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

Parent/Guardian/Eligible Student (18 Years and Older) Does Not Agree

PERMISSION FOR RELEASE OF DIRECTORY INFORMATION FOR SPORTS/ACTIVITIES

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

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

Parent/Guardian/Eligible Student (18 Years and Older) Consents only to PTO & Booster Groups supporting school-sponsored activities

Parent/Guardian/Eligible Student (18 Years and Older) Does Not Consent



STUDENT NAME: _____

AUTOMATED PARENT NOTIFICATION SYSTEM FOR EMERGENCIES, ATTENDANCE, EVENTS & OTHER REMINDERS

Our school uses electronic messaging software to notify families of school emergencies, attendance records, and upcoming events via telephone, email and/or text message. Please indicate your preference for participation in this messaging system. I understand that if I initially give my consent, I will be asked to opt-in to text messages at a later date and that I can also choose to opt-out of any of these services at any time throughout the school year.

- Parent/Guardian/Eligible Student (18 Years and Older) Agrees
- Parent/Guardian/Eligible Student (18 Years and Older) Does Not Agree

MEDIA RELEASE

I/We understand that as part of my child's/my attendance at the school, photos, videos, and quotations may be taken for use in publications and reports about the school and/or program. I/We further understand that members of the news media invited to cover the school and/or program may take photos, videos and quotations. I/We grant permission to the school and its board members, management company, and their employees, agents and representatives to use such materials for the promotion of the school and/or program and to use this student's name, photographic likeness, alone or in a group, in any publication, document, TV production, video or to release said name or likeness to any media outlets including, but not limited to, newspapers, magazines or TV stations for publicity and/or recognition purposes and/or to use this student's name and/or photographic likeness, alone or in a group, on the official web site of the school and/or its management company. I agree that my child and I shall have no right, title, or interest in any photo or videotape covered by this agreement and waive any right to compensation for such use. I release the school, its board members, management company, and their employees, agents, representatives and all organizations and individuals related to the school from any and all liabilities or damages that result from the use of this student's name and/or photographic likeness as described above.

- Parent/Guardian/Eligible Student (18 Years and Older) Agrees
- Parent/Guardian/Eligible Student (18 Years and Older) Does Not Agree

PERMISSION TO DISPLAY STUDENT'S WORK

I give consent for original written materials, artwork or other work created by my student during the course of instruction to be used by the school for exhibition, public display, publication, publicity material, advertising, a news media story, video, audio, or other electronic media, such as the Internet, television, or other digital format. I understand that my student's full name may be used with such display except that only my student's first name will be used on the school website. If consent is denied, such denial shall not apply where the student's material is incorporated into a greater or larger body of work (such as a student's voice in a choral recording). I understand that if I initially give my consent, I can choose to withdraw it at any time by updating my child's records at the school.

- Parent/Guardian/Eligible Student (18 Years and Older) Consents
- Parent/Guardian/Eligible Student (18 Years and Older) Does Not Consent

PERMISSION FOR EDUCATIONAL CORRESPONDENCE

I give consent for my student to participate in writing letters to people outside the school (e.g., pen pals, thank-you letters, letters to authors, or letters to public officials) as part of the educational experience, and I understand these letters may include the student's full name and other personally identifiable information about the student. I understand that if I initially give my consent, I can choose to withdraw it at any time by updating my child's records at the school.

- Parent/Guardian/Eligible Student (18 Years and Older) Consents
- Parent/Guardian/Eligible Student (18 Years and Older) Does Not Consent

By signing below, I pledge my commitment to helping the school fulfill its primary mission—rigorous academic learning. I had the opportunity to review the school Handbook and Code of Conduct and pledge:

- To ensure that the rules and guidelines of the school, as contained in the Handbook and Code of Conduct, are followed by my child and my household.
- To maintain high academic and behavioral expectations for my child.
- To demonstrate consistent interest in my child's progress at school.
- To support and work with teachers and school staff for the benefit of my child's learning.

As a parent/guardian, I understand that my child may be withdrawn from the school, in accordance with state law and school policy, if:

- My child has excessive absences (excused or unexcused) and/or tardies (arriving to school late or being picked up early on a regular basis).
- My child repeatedly violates school rules.
- My child does not complete his or her homework or assignments regularly.

In addition to my preferences set forth above, my signature below verifies that information and documentation I provided to the school in the enrollment process are accurate and up-to-date.

First & Last Name Signature Date
Parent, Legal Guardian, or Eligible Student (18+ Years)



Eastern Panhandle Preparatory Academy: Appendix D

School Board Bylaws

1. Accel School Employee Handbook
2. Certifications, Licensing & Other Requirements
3. Parent-Student Handbook
4. Financial Policies
5. Accounting Policies & Procedures
6. Release of Student Records, Privacy, & FERPA Policy
7. Technology Acceptable Use Policy



Handbook for ACCEL Schools
Brick & Mortar Schools

Effective July 1, 2021

DISCLAIMER OF EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT

THIS EMPLOYEE HANDBOOK IS PROVIDED AS A GUIDE AND DOES NOT CREATE EITHER AN EXPRESS OR IMPLIED CONTRACT OF EMPLOYMENT OF ANY SPECIFIC DURATION.

I UNDERSTAND THAT EMPLOYMENT AT-WILL MEANS THAT EITHER THE COMPANY OR I HAVE THE RIGHT TO TERMINATE MY EMPLOYMENT AT ANY TIME AND FOR ANY REASON NOT OTHERWISE PROHIBITED BY LAW.

Employee Signature

Date

Name Printed

(Note: This page is to remain in the Employee Handbook.)

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WELCOME

Welcome to ACCEL Schools! As a new employee, you are joining our talented team of professionals who all share a passion for empowering children by providing them with a world-class education. Each staff member is a valued member of our team. Our organization is more than just a place to work; it is a place where your talents and skills can improve children's lives and our society. We want you to help make our mission a reality.

At ACCEL Schools ("the Company"), every position is important. We are committed to teamwork, cooperation, innovation and quality service. Your commitment to those values is critical for our mutual success. It is a place where we all share the same passion for education, staffed with colleagues with whom you can share your successes and challenges. We celebrate success and embrace challenges. No obstacle is too large to be overcome if it stands in the way of allowing us to help a child.

The success of this School rests solely with our employees. Your talent, dedication and integrity are essential to our success. ACCEL Schools has four values that stand above the rest: innovation, integrity, commitment to the mission, and quality service. We expect that every employee will live these values and incorporate them into every interaction, both internally and externally.

In becoming a part of the ACCEL Schools' team, we expect you to display a commitment to our high standards and to demonstrate a professional demeanor that will make all of us proud of you, our team and our Company. This handbook was prepared to make you aware of what you can expect from ACCEL Schools – and what ACCEL Schools will expect from you. It is not meant to cover everything, so please feel free to ask questions. Your supervisor or someone in HR (HR@accelschools.com) will be happy to talk with you.

Please read this handbook and keep it for future reference. If changes are made because of general economic conditions or conditions in our industry, you will be provided with updated information.

Once again, we welcome you to the team!

Sincerely,

Ron and Maria

INTRODUCTION

INTRODUCTION TO HANDBOOK

This Handbook was developed to provide you with guidelines to our Company policies and to outline programs and benefits available to you. You should familiarize yourself with the contents as soon as possible so you will know what is expected of you and what you can expect from our organization.

This Employee Handbook replaces all previous ACCEL Schools' handbooks, policies and memoranda. Failure to follow any of the policies in this handbook may result in disciplinary action, up to and including, termination of employment.

You should have already signed an Employment Agreement outlining your employment relationship with the Company. Contact your supervisor or a payroll or human resource specialist if you have any questions.

We hope that your experience with us will be challenging, enjoyable and rewarding. Again, welcome!

EMPLOYMENT

AT-WILL EMPLOYMENT

Your employment with ACCEL Schools (“The Company”) is at-will, which means that you or the Company may terminate your employment at any time for any lawful reason unless a written employment agreement exists with the Company that provides otherwise.

The Company has the right to transfer, demote, or otherwise discipline an employee at any time for any lawful reason. For an employment agreement with the Company to be considered valid, it must be signed by an officer of the Company or a designated representative.

This handbook is not a contract guaranteeing employment for any specific duration. As provided in the Handbook Acknowledgement, nothing in this handbook creates or is intended to create a promise or representation of continued employment. This handbook replaces any and all prior handbooks, written documents (with the exception of authorized employment agreements) or oral or implied representations that might otherwise contradict the at-will nature of your employment.

No statement or promise by a supervisor or school leader, past or present, may be interpreted as a change in policy, nor will it constitute an agreement with an employee.

EQUAL EMPLOYMENT OPPORTUNITY

ACCEL Schools provides equal employment opportunities to all employees and applicants in all Company and school facilities without regard to race, color, religious creed, sex (including pregnancy, lactation, childbirth, and related medical conditions), national origin, ancestry, citizenship status, physical disability, mental and/or intellectual disability, age, military or veteran status, marital status, registered domestic partner or civil union status, gender, gender identity, sexual orientation, transgender status, or genetic information in accordance with applicable federal, state and local laws. Our commitment to equal opportunity employment applies to all persons involved in our operations and prohibits unlawful discrimination by any employee, including supervisors and co-workers.

This policy applies to all terms and conditions of employment, including, but not limited to, hiring, placement, promotion, termination, layoff, recall, transfers, leaves of absence, compensation and training.

Discrimination in violation of the Company’s equal employment opportunity policy is prohibited. If we determine that this policy has been violated, remedial action will be taken, commensurate with the severity of the offense. Appropriate action will also be taken to deter any future harassment or discrimination prohibited by this policy.

CHANGE IN POLICY

The Company may change, revoke or supplement the policies in this handbook at any time without notice. The Company will determine the effective date of any changes and every effort will be made to notify you in advance. However, failure to give advance notice will not void any policy's application in the workplace.

The current version of all company policies will be readily available to all (currently active) employees in an electronic and/or hard copy format.

Supervisors do not have the authority to change the policies in this handbook on their own. If you are uncertain about any policy or procedure, contact your supervisor or Human Resources for clarification.

OUTSIDE EMPLOYMENT & CONFLICTS OF INTEREST

The Company recognizes that some employees may need or want to hold additional jobs outside their employment with the Company. Employees may be permitted to engage in outside work or hold other jobs, subject to certain restrictions based on reasonable business concerns. Employees must consult their supervisors or managers for review and approval of outside employment prior to beginning outside employment.

The following rules for outside employment apply to all employees:

1. Work-related activities and conduct away from the Company must not compete with, conflict with or compromise the Company's interests or adversely affect job performance and the ability to fulfill all job responsibilities.
2. Employees must carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, refusal to travel, or refusal to work overtime or different hours. If outside work activity causes or contributes to job-related problems at the Company, the employee will be asked to discontinue the outside employment, and the employee may be subject to the normal disciplinary procedures for dealing with the resulting job-related problem(s).
3. In evaluating the effect that outside work may have on an employee's job performance and other job-related responsibilities, the Employee's supervisor and the human resource department will consider whether the proposed employment:
 - a. May reduce the employee's efficiency in working for the Company.
 - b. Involves working for an organization that does a significant amount of business with the Company, such as major contractors, suppliers, and schools.
 - c. Involves working for an organization that provides competing services.
4. Employees are prohibited from using Company property or facilities to perform work for an outside employer unless authorized in advance by a supervisor.
5. Employees may not solicit or conduct any outside business during Company work time.
6. Employees who have accepted outside employment may not use Company-provided Paid Time Off (PTO) to perform work on the outside job.
7. Fraudulent use of the Company's sick leave or PTO or an employee's refusal to discontinue outside employment after being requested to do so by his or her supervisor or the human resource department will result in disciplinary action up to and including termination of

employment.

ACCOMMODATION OF DISABILITIES

The Company is committed to making every reasonable effort to reasonably accommodate an otherwise qualified individual with a disability who is an employee or applicant. A reasonable accommodation may be provided as long as it will enable the employee to perform the essential duties of the job, and it does not create an undue hardship for the Company and/or a direct threat to the health and/or safety of the individual or others would result. A reasonable accommodation may include changes in the work environment or in the way a job is performed, so a person with a disability may enjoy equal employment opportunities.

Any employee who requires an accommodation in order to perform the essential functions of their job, enjoy an equal employment opportunity, and/or obtain equal job benefits should contact Human Resources to request such an accommodation. Human Resources will communicate with the employee and engage in an interactive process to determine the nature of the issue and what, if any, reasonable accommodation(s) may be appropriate. In some cases, this interactive process may be triggered without a request from the employee, such as when the Company receives notice from its own observation or another source that a medical impairment may be impacting the employee's ability to perform essential job functions.

Employees who believe they need an accommodation must specify, preferably in writing, what barriers or limitations prompted the request. The Company will evaluate information obtained from the employee, and possibly the employee's health care provider or another appropriate health care provider, regarding any reported or apparent barriers or limitations, and will then work with the employee to identify possible accommodations, if any, that will help to eliminate or otherwise address the barrier(s) or limitation(s). If an identified accommodation is reasonable and will not impose an undue hardship on the Company and/or a direct threat to the health and/or safety of the individual or others, the Company will generally make the accommodation, or it may propose another reasonable accommodation which may also be effective. Employees are required to cooperate with this process by providing all necessary documentation supporting the need for accommodation, and being willing to consider alternative accommodations when applicable.

The Company will also consider requests for reasonable accommodations for medical conditions related to pregnancy, childbirth and lactation where supported by medical documentation and/or as required by applicable federal, state or local law. Under this policy, if you are pregnant and request a reasonable accommodation for the duration of or any part of your pregnancy, we will explore all possible means of providing the reasonable accommodation.

Accommodations depend upon the employee's job qualifications and the specific facts and circumstances of each individual situation.

Please inform your supervisor if you require a reasonable accommodation so the Company can have an interactive discussion with you. Human Resources will work with you to determine if there is a need for an adjustment or change at work to accommodate your disability.

RELIGIOUS ACCOMMODATION

The Company will provide reasonable accommodation for employees' religious beliefs, observances, and practices when a need for such accommodation is identified and reasonable accommodation is possible. A reasonable accommodation is one that eliminates the conflict between an employee's religious beliefs, observances, or practices and the employee's job requirements, without causing undue hardship to the Company.

The Company has developed an accommodation process to assist employees, management, and Human Resources. Through this process, the Company establishes a system of open communication between employees and the Company to discuss conflicts between religion and work and to take action to provide reasonable accommodation for employees' needs. The intent of this process is to ensure a consistent approach when addressing religious accommodation requests. Any employee who perceives a conflict between job requirements and religious belief, observance, or practice should bring the conflict and request for accommodation to the attention of Human Resources to initiate the accommodation process. The Company requests that accommodation requests be made in writing, and in the case of schedule adjustments, as far in advance as possible.

PERSONNEL FILES

The Company maintains a personnel file on each employee. Contact Human Resources to view your personnel file.

To ensure that your personnel file is up-to-date at all times, use the Company's Human Resource Information System, UKG® (<https://e42.ultipro.com>) for entering changes in your name, telephone number, home address, withholding instructions, number of dependents, beneficiary designations, scholastic achievements, or emergency contacts.

BACKGROUND CHECKS

The Company recognizes the importance of maintaining a safe, secure workplace with employees who are qualified, reliable, and nonviolent, and who do not present a risk of serious harm to their coworkers or others. To promote these concerns and interests, the Company reserves the right to investigate an individual's prior employment history, personal references, and educational background, as well as other relevant information. Consistent with legal or contractual requirements, the Company also reserves the right to obtain and to review an applicant's or an employee's criminal conviction record, and related information, and to use such information when making employment decisions, but only to the extent permissible under applicable law.

A pending criminal matter may be considered in appropriate circumstances for business-related reasons, consistent with applicable law. All background checks will be conducted in strict conformity with the federal Fair Credit Reporting Act (FCRA), applicable state fair credit reporting laws, and state and federal anti-discrimination and privacy laws. The Company is an equal opportunity employer and will comply with applicable federal, state and local laws relating to the use of background checks for employment purposes.

INTRODUCTORY PERIOD

All employees will undergo an introductory period of employment. The introductory period shall consist of the first one hundred twenty (120) days of employment or ninety (90) days following transfer or promotion within the organization. This is an opportunity for the Company to evaluate the employee's performance. It also is an opportunity for the employee to decide whether the employee is happy being employed by the Company. The Company may extend the introductory period if it desires. The employee will be notified, either verbally and/or in-writing if this period is extended. Completion of the introductory period does not alter an employee's at-will status.

It is expected that an employee must actively be at work during the Introductory Period except with written management approval or unless out on protected absence such as, for example, FMLA or paid sick or safe leave. Extended absences during the Introductory Period may result in extension of the Introductory Period.

The Company reserves the right to conduct a formal performance review at the end of the introductory period.

SEPARATION FROM EMPLOYMENT

An employee may be separated from employment either voluntarily or involuntarily by resignation, retirement, lack of work, poor performance or other reasons. Regardless of the reason for separation, all separations will be handled fairly and in compliance with applicable state and federal law.

Employment Termination

Our goal is to build and maintain lasting work relationships with our employees. In the case that an employee chooses to resign, the employee should consult the terms of the employee's employment agreement.

It is expected that teachers and intervention specialists provide a minimum of 30 calendar days' notice and others provide a minimum of 14 calendar days' notice of resignation.

The School reserves the right to accept the resignation immediately upon notice, or based upon the individual circumstances, the School may elect to allow the employee to work out their notice. Employees must actively be at work during a notice period except with written management approval or unless approved in writing by management or Human Resources. Paid Time Off (PTO) cannot be used or donated during this notice period.

Once notice of resignation is received by the school leader, it cannot be withdrawn except with the written agreement of the school leader, even if such attempt to withdraw is during the notice work out period. Some employees may have additional conditions and/or limitations regarding resignation from employment. For additional information regarding any additional conditions and/or limitations regarding resignation from employment see your employment agreement, if any.

Employees who fail to follow any additional restrictions or conditions within their employment

agreement, if any, may be in breach of their employment agreement and/or state law.

End of Employment Term / End School Year Procedure

Each employee must return any equipment or supplies received during the course of employment prior to the employee's final work day. Equipment, grade books, lesson plan books, student records and files, Company or School manuals, computers, cell phones, keycards, security badges, building keys, and all Company and School-owned materials must be given to the supervisor upon termination of employment.

For staff terminating employment at the end of the school year, standard responsibilities may include but are not limited to the following: completing a textbook inventory; inspecting all issued textbooks for damage; assigning responsibility for damage to school property to specific students; compiling a list of necessary room repairs; updating student cumulative records; thorough cleaning of classroom furniture and student lockers; and completion of classroom inventory of equipment, furniture and teaching materials. Grade books, lesson plan books, student records and files, Company and school manuals, and all Company and school-owned materials must be given to the school leader upon the ending of employment.

Exit Interviews

The school leader and/or human resources will generally schedule exit interviews or provide an exit survey around the time of employment termination. Topics of discussion may include reasons for leaving as well as impressions about the School and/or Company. During the exit interview, employees can provide insights into areas for improvement their specific position held, the School, and the Company.

Technology & Access Control

Once notice is given, the company reserves the right to limit or disable access to specific or all systems. Once employment has been terminated, all accounts will be disabled. Incoming email may be redirected to a current employee's inbox.

Return of Company Property

Any property issued to you by the Company or the School such as software, computer equipment, databases, files, cell phone, pager, keys, parking passes, credit card(s) or any other equipment must be returned at the time of termination. You may not keep copies of the property in any media form and the Executive Team may also take all action deemed appropriate to recover or protect its property. You will be responsible for the cost or replacement of any lost or damaged items.

EMPLOYMENT VERIFICATION

All requests for employment verification for current or former employees should be referred to Human Resources at 888-990-4226 or HR@accelschools.com. Human Resources will only release your last title and dates of employment, unless the request for additional information is

authorized in writing.

RESOLUTION OF DISPUTES

Any dispute arising out of or relating to the negotiation, execution, performance or termination of your employment, including, but not limited to claims under Title VII of the Civil Rights Act of 1964, as amended, the Civil Rights Act of 1991, the Age Discrimination in Employment Act of 1967, the Americans with Disabilities Act of 1990, Section 1981 of the Civil Rights Act of 1966, as amended, the Family Medical Leave Act, the Employee Retirement Income Security Act, and any similar federal, state or local law, statute, regulation, or any common law doctrine, whether that dispute arises during or after employment, shall be settled by binding arbitration before a single arbitrator in accordance with the Employment Arbitration Rules and Procedures of JAMS; provided however, that this dispute resolution provision shall not apply to any separate agreements between the parties that do not themselves specify arbitration as an exclusive remedy.

The location for the arbitration shall be in the Cleveland metropolitan area or in another location as mutually agreed by the employee and the Company. Any award made by such arbitrator shall be final, binding and conclusive on the parties for all purposes, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. The arbitrator's fees and expenses and all administrative fees and expenses associated with the filing of the arbitration shall be borne by the Company; provided however, that at your option, you may voluntarily pay up to one-half the costs and fees.

You and the Company acknowledge and agree that the obligations to arbitrate under this section continue after the termination of the employment relationship between you and the Company. By electing arbitration as the means for final settlement of all claims, you and the Company hereby waive their respective rights to, and agree not to, sue each other in any action in a Federal, State or local court with respect to such claims, but may seek to enforce in court an arbitration award rendered pursuant to this offer letter. You and the Company specifically agree to waive their respective rights to a trial by jury, and further agree that no demand, request or motion will be made for trial by jury.

EMPLOYEE CONDUCT

ANTI-HARASSMENT

ACCEL Schools is committed to a work environment in which all individuals are treated with respect and dignity and are free from all forms of harassment and discrimination. Any form of harassment, even when not unlawful or directed at a protected category, is prohibited and will not be tolerated. All employees, supervisors, co-workers, vendors, contractors, or other third parties, are expected to adhere to this policy.

Harassment is any form of hostility, conduct or language that alters the conditions of the school environment for any person, including a student, employee, contractor visitor or vendor, and that creates a hostile, intimidating or offensive school environment. Additionally, sexual harassment can consist of unwelcome sexual advances, intentional and unwelcome touching, verbal remarks and requests or demands for sexual favors.

1. The term “harassment” includes harassment based on any category protected by federal, state or local law, which may include, but is not limited to, unwelcome slurs, jokes, or verbal, graphic or physical conduct relating to an individual's race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental and/or intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, familial status, gender, gender identity, transgender status, sexual orientation, or genetic information.
2. Sexual harassment consists of unwelcome sexual advances, requests for sexual favors, or other verbal or physical conduct of a sexual nature where:
 - a. Submission to such conduct is an explicit or implicit term or condition of employment;
 - b. Employment decisions are based on an employee's submission to or rejection of such conduct; or
 - c. Such conduct unreasonably interferes with an individual's work performance or creates an intimidating, hostile or offensive working environment.

Reported incidents of harassment shall be investigated immediately. The incident and report will be kept as confidential as the circumstances permit.

Reported or suspected occurrences of harassment or discrimination will be promptly and thoroughly investigated. Following an investigation, the Company will promptly take any necessary and appropriate corrective action, including but not limited to disciplinary action against anyone found to have violated this policy.

Complaint Procedure

The Company provides you with a convenient and reliable method for reporting incidents of alleged harassment, including sexual harassment, discrimination, and retaliation. Any employee who feels harassed or discriminated or retaliated against is encouraged to immediately inform the alleged offender that the behavior is unwelcome. In many instances, the person is unaware his or her conduct is offensive, and this action alone may often resolve the problem. If the informal discussion with the alleged offender is unsuccessful in remedying the problem, or if you do not feel comfortable with such an approach, you should immediately report the conduct to your direct supervisor, manager or school leader. We cannot resolve a harassment or discrimination problem unless we know about it. Therefore, it is your responsibility to bring those kinds of problems to our attention so we can take the necessary steps to correct any problems. The report should include all facts available to you regarding the alleged harassment, sexual harassment, or discrimination.

Should you feel uncomfortable reporting the conduct to your supervisor or school leader, please send an email to hr@accelschools.com indicating that you have a confidential matter to discuss along with the best phone number and times of day to contact you.

Confidentiality

All reports of alleged harassment, sexual harassment, or discrimination will be treated and taken seriously. Confidentiality will be maintained to the extent possible. However, to conduct a thorough investigation, certain information may need to be disclosed to other individuals, including the alleged offender. Consequently, absolute confidentiality cannot be promised and cannot be guaranteed.

Investigative Procedure

Once a complaint of alleged harassment, sexual harassment, or discrimination is received, we will begin a prompt and thorough investigation. The investigation may include interviews with all involved employees, including the alleged harasser, and any employees who are aware of facts or incidents alleged to have occurred.

Following an investigation, the Company will promptly take any corrective measures necessary, including any appropriate disciplinary action. Disciplinary action will be taken if the investigation reveals that an employee has acted in a manner that is not in alignment with the goals of this policy. ACCEL Schools may address any other workplace issue discovered during an investigation. This may include some or all of the following steps:

1. Restore any lost terms, conditions, or benefits of employment to the complaining employee.
2. Discipline the alleged harasser. This discipline may include written disciplinary warnings, transfer, demotion, suspension and/or termination of employment.

If the alleged harassment, sexual harassment, or discrimination is from an employee, vendor, contractor, or parent, or other third party over the age 18, the Company will take appropriate action to stop the conduct. If the behavior is from a student or other minor under the age of 18, the Company or the School will take appropriate action.

If you have made a complaint but feel that the action taken in response has not remedied the situation, you should make an additional complaint following the complaint procedure outlined in this policy.

Duties of Employees and Supervisors

All employees of the Company, both management and non-management, are responsible for assuring that a workplace free of harassment, sexual harassment, and discrimination is maintained. Any employee may report incidents experienced personally or incidents observed in the workplace. The Company strives to maintain a pleasant work environment where all employees are able to effectively perform their work without interference of any type and requests the assistance of all employees in this effort.

All managers and supervisors are responsible for doing all they can to prevent and discourage harassment, sexual harassment, and discrimination from occurring. If a complaint of harassment, sexual harassment or discrimination is raised, the individual to whom the complaint is made (i.e., supervisor, manager, school leader) should promptly notify Human Resources so an investigation may be initiated. The Company may discipline any managers or supervisors who fail to follow this policy, which discipline may include termination.

Protection Against Retaliation

The Company will not permit or condone any acts of retaliation against anyone who files or cooperates in the investigation of harassment or discrimination complaints. The Company also prohibited retaliation because an employee objects to discrimination or harassment or files, testifies, assists, or participates in any manner in any investigation, proceeding, or hearing conducted by a governmental enforcement agency.

Prohibited retaliation includes, but is not limited to, termination, demotion, suspension, failure to hire or consider for hire, failure to give equal consideration in making employment decisions, failure to make employment recommendations impartially, adversely affecting working conditions or otherwise denying any employment benefit.

Individuals who believe they have been subjected to retaliation, or believe that another individual has been subjected to retaliation, should follow the above Complaint Procedure to report their concerns.

GUIDELINES FOR APPROPRIATE CONDUCT

In order to conduct the operations of ACCEL Schools efficiently and professionally, all employees are to follow the rules of conduct that will protect the interests and safety of all employees and the Company. All employees are expected to act in a professional manner at all times including during interactions with students and their families, co-workers, board members, and the general public.

Although it is not possible to list all forms of inappropriate behavior and conduct, the following

are examples that are considered inappropriate and may result in disciplinary action up to and including termination of employment:

- Falsifying employment or other Company records;
- Violating the Anti-Harassment policy;
- Violating state, federal or local laws and regulations;
- Violating security or safety rules or failing to observe safety rules or safety practices; failing to wear required safety equipment; tampering with equipment or safety equipment;
- Soliciting gratuities from students and their families, vendors, or other third parties;
- Displaying excessive or unexcused absenteeism or tardiness;
- Possessing firearms, weapons or explosives on Company or school property without authorization, unless explicitly permitted by state law;
- Using the Company's or school's property and supplies for personal purposes in an excessive, unnecessary or unauthorized way;
- Negligent, reckless, or intentional damage of property;
- Violating the Violence in the Workplace policy;
- Violating the Drug-Free Workplace policy;
- Committing theft or having unauthorized possession of Company or school property or the property of fellow employees; possessing or removing any Company or school property, including documents, from the premises without prior permission from management;
- Giving confidential or proprietary information to competitors or other organizations, or to unauthorized employees; working for a competing business while an employee of the Company;
- Interfering with another employee on the job, restricting work output or encouraging others to do the same, unwarranted sabotage or undermining another's work;
- Violations of the Solicitations and Distribution of Literature policy;
- Failure to follow the Company and/or School Health & Safety protocols, including but not limited to appropriate dress for prevention of spreading disease and use of personal protective equipment;
- Insubordination;
- Conviction of an offense that would prohibit the staff member from exercising care and custody over students in the Company or School;
- Committing any violation of state or federal laws, statutes, or rules, although the conduct may not have resulted in a criminal charge, indictment, prosecution or conviction;
- Failure to complete a criminal background check, or other mandated employment screenings, as required by state and federal law;
- Falsifying, intentionally misrepresenting, willfully omitting or being negligent in reporting information submitted to federal, state, and other governmental agencies such as professional qualifications, criminal history and information submitted in the course of an official inquiry or investigation, college or professional development credit and/or degrees, academic awards, and employment history when applying for employment and/or licensure, or when recommending an individual for employment, promotion or licensure. This includes but is not limited to, employment application, time keeping records, or student records;
- Inflicting physical or emotional harm to a person, including any type of harassment;
- Disparaging or discriminating against a colleague, peer or other personnel on the basis of race or ethnicity, national origin, socioeconomic status, gender, gender identity, sexual

orientation, political or religious affiliation, physical characteristics, age, disability or English language proficiency;

- Serious or repeated acts in violation of general safety rules or practices in the performance of work or in the use of School facilities for any purpose;
- Absence without notification; (This is defined as failure to report, intentionally misrepresenting, willfully omitting or being negligent in reporting reasons for absences or leaves for a scheduled workday without notification to the Administration.);
- Absence without notification;
- Tardiness and unapproved or unprotected absences beyond the allocated paid time off policy (see the Notification of Absence Policy above);
- Theft, misappropriation of School property, and dishonesty;
- Possessing, consuming or being under the influence of alcoholic beverages or any non-prescribed, controlled substance during work hours; (An employee is to inform their supervisors of any appropriately prescribed prescription medicine that they have been given that may affect their job performance or ability to function at work);
- Consuming or being under the influence of alcoholic beverages or any non-prescribed, controlled substance while on Company property;
- Possession of explosives or firearms on School property, while representing the Company, or while the employee is conducting any business of the Company as an employee or volunteer;
- Unauthorized possession of or use of any School property, equipment, or material;
- Using technology to intentionally host or post improper or inappropriate material that could reasonably be accessed by the Company community;
- Unauthorized disclosure of confidential records that include but are not limited to student records, employee records, and/or school records; standardized tests, test supplies or resources during employment;
- Unauthorized use or disclosure of student records as determined by the Family Educational Rights and Privacy Act of 1974, as amended ("FERPA"), and by related regulations during employment;
- Failure to perform job functions or failure to follow Administrative directives in a satisfactory and/or timely manner;
- Co-mingling public or School-related funds with personal funds; submitting fraudulent requests for reimbursement of expenses; failing to account for funds related to School activities collected from students, parents, family members, community members, staff or peers;
- Willfully or knowingly violating any student confidentiality required by federal or state laws, including publishing, providing access to, or altering confidential student information on district or public web sites such as grades, personal information, photographs, disciplinary actions, or individual educational plans (IEPs) without parental consent or consent of students 18 years of age and older during employment and after separation;
- Improper verbal or physical conduct toward a student, parents, family members, community members, staff or peers;
- Failure to follow School policies, procedures, or job instructions;
- Failure to adhere to the essential duties of the job description;
- Failing to adhere to any Code of Professional Conduct for Educators or equivalent as mandated by each state.

- In addition, each employee must advise the Administrator if the employee is arrested for or convicted of any offense (other than a minor traffic violation) within three days of her/his arrest or conviction. Failure to give prompt notice is grounds for termination of employment.

The listed causes for disciplinary actions are not all-inclusive and the Company will determine appropriate discipline reasons and level of discipline or disciplinary actions of each occurrence by examining the specific facts presented.

Should an employee's performance, work habits, overall attitude, conduct or demeanor become unsatisfactory based on violations either of the above or of any other Company policies, rules or regulations, the employee will be subject to disciplinary action, up to and including termination.

Before or during imposition of any discipline, employees may be given an opportunity to relate their version of the incident or problem at issue and provide any explanation or justification they consider relevant.

The Company's own best interest lies in ensuring fair treatment of all employees and in making certain that disciplinary actions are prompt, uniform, and impartial. The major purpose of any disciplinary action is to correct the problem, prevent recurrence, and prepare the employee for satisfactory service in the future.

Disciplinary action may call for all or any of four steps -- verbal warning, written warning, suspension with or without pay, or termination of employment, all of which will be documented and placed in the employee's personnel file. Depending on the severity of the problem and the number of occurrences there may be circumstances when one or more steps are bypassed.

Where appropriate, supervisors will follow a process of progressive employee discipline. Before or during application of any discipline, employees may be given an opportunity to relate their version of the incident or problem and provide an explanation. Examples of progressive employee discipline include:

- **Verbal Counseling** - A conversation with an employee explaining that the employee's conduct or poor performance is unacceptable, and repeated or continued unacceptable conduct or performance will result in more severe disciplinary action. A record of the notice of the verbal counseling may be made and retained in the employee's personnel file.
- **Written Counseling** - A written document or memo that describes the unacceptable conduct or performance of the employee and specifies needed changes or improvements. A copy of the written counseling generally will be retained in the employee's personnel file.
- **Suspension** - Suspension of the employee's employment may, at the sole discretion of the Company, be used prior to termination. The length of the suspension will vary based upon such factors as the severity of the offense, the employee's performance and the employee's disciplinary record. An employee may be suspended for repeated instances of minor misconduct, failure to conform their conduct or performance to the standards of

their position, or for a single serious offense. A record of the suspension generally will be retained in the employee's personnel file.

- **Termination** - If an employee fails to follow acceptable conduct or performance standards, the Company may terminate the employee's employment.

The Executive Team recognizes that there are certain types of employee problems that are serious enough to justify either a suspension, or termination of employment, without going through the usual progressive discipline steps. Depending on the specific circumstances, the Company may suspend or terminate an employee without prior discipline, or without following a particular order of discipline.

POLICY ON FRAUD, BRIBERY AND CORRUPTION

The Company prohibits any acts of fraud, bribery, and corruption.

Fraud is defined as any act or omission that intentionally misleads, or attempts to mislead, another party in order to obtain a financial or other benefit or to avoid an obligation.

Bribery is defined as giving, paying, promising, offering, or authorizing the payment of anything of value to any party to influence any person or entity to act improperly.

Corruption is defined as the use or abuse of one's authority or position within the Company for private gain.

Any suspected violations of this policy must be reported to your supervisor, school leader or Human Resources. Reported incidents shall be investigated immediately. The incident and report will be kept as confidential as the circumstances permit.

ANTI-BULLYING POLICY

The school prohibits any acts of bullying by employees or students. Bullying refers to repeated, unreasonable actions of individuals (or a group) directed towards an employee (or a group of employees) that are intended to intimidate, degrade, humiliate, or undermine; or that creates a risk to the health and safety of the employee(s). Bullying, like other disruptive or violent behaviors, is conduct that disrupts students' ability to learn, employees' ability to work effectively and the school's ability to educate its students in a safe environment. Demonstration of appropriate behavior, treating others with civility and respect, and refusing to tolerate bullying is expected of all staff.

Violations of this policy should be reported to your supervisor, school leader or Human Resources. Reported incidents shall be investigated immediately. The incident and report will be kept as confidential as the circumstances permit.

Reporting Student Abuse/Neglect

When any employee knows of or suspects abuse or neglect of a student under the age of 18, the employee shall first notify their Supervisor. Then the employee shall call the local reporting agency

in the presence of the Supervisor. The employee shall document the notification by using the Suspected Student Abuse/Neglect Form. The School Nurse will be notified, if appropriate.

When any staff employee suspects abuse or neglect of a student that is 18 years of age or older, the employee must also first notify the supervisor. The employee must then offer the student the opportunity to report the incident(s) to the local police or other appropriate agency. The student, as an adult, has the option not to make a call to the police. In either case, the employee must complete a Student Abuse/Neglect Form that is placed into the student's records.

If the family contacts the School about the report, the family needs to be told to contact the agency or police department that is handling the matter. All reports are to be kept confidential – including between members of the School staff – unless a given staff member needs to know about the matter in order to fulfill their duties.

VIOLENCE IN THE WORKPLACE

ACCEL Schools is committed to providing a safe workplace for employees, students, families, board members, contractors, vendors, and others with whom we interact. The School has zero tolerance for violent acts or threats of violence.

You are expected to conduct yourself in a non-threatening, non-abusive manner at all times. Any direct, conditional or veiled threat of harm to any employee, guest, or Company or school property will be considered unacceptable behavior. Acts of violence, intimidation or bullying of others will not be tolerated.

All employees share the responsibility in identifying and alleviating threatening or violent behaviors. Anyone who is subjected to or threatened with violence, or who is aware of another individual who has been subjected to or threatened with violence, is to immediately report this information to their supervisor, or a management member. You must assume that any threat is serious. The Company will carefully investigate reports and maintain employee confidentiality to the fullest extent possible.

ACCEL Schools will take disciplinary action, up to and including termination, and/or legal action as appropriate, against any employee who commits or threatens to commit a violent act against any person while on Company or school premises or while engaged in school business off the premises.

WEAPONS

ACCEL Schools strives to provide a safe and secure workplace for employees, students, families, board members, contractors, vendors, and others with whom we interact. The Company has zero tolerance for, and forbids the possession of any type of weapon, firearm, explosive and/or ammunition while on Company or school property or conducting school business, unless explicitly authorized by state law. For purposes of this policy, Company or school property includes, but is not limited to, all Company and school facilities, and school-provided vehicles and equipment that are either leased or owned by the Company or school.

Possession of firearms or other weapons may be cause for discipline, up to and including immediate termination of employment. In enforcing this policy, ACCEL Schools reserves the right to request inspections of any employee and their personal effects while on Company or school property, to the extent allowable under applicable law. Any employee who refuses to allow an inspection will be subject to disciplinary action, up to and including immediate termination of employment.

Employees share the responsibility of identifying violators of this policy. If you either witness or suspect another individual of violating this policy, you should immediately report this information to their onsite supervisor.

ANTI-NEPOTISM

It is the Company's policy to consider members of an employee's relatives or individuals with whom current employees are romantically involved for employment on the basis of their qualifications. Individuals who are in a romantic relationship with another employee and employees' relatives may not be hired, however, if employment would:

Create a supervisor/subordinate relationship with a family member;

Have the potential for creating an adverse impact on work performance; or

Create either an actual conflict of interest or the appearance of a conflict of interest.

This policy must also be considered when assigning, transferring, or promoting an employee. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage (e.g., domestic partnership or civil union status).

Employees who become related or establish a romantic relationship may continue employment as long as it does not involve any of the above conflicts. If one of the conditions outlined should occur, attempts will be made to find a suitable position within the Company to which one of the employees will transfer. If employees become immediate family members or establish a romantic relationship, the Company will make reasonable efforts to assign job duties so as to minimize problems of supervision, safety, security or morale. If accommodations of this nature are not feasible, one of the employees may be asked to resign. The employees will be permitted to determine which of them will resign. If the employees cannot make a decision, the Company will decide in its sole discretion who will remain employed.

ABSENTEEISM AND TARDINESS

Regular attendance is important to the operation of ACCEL Schools. If you are late or absent, it places a burden on other employees and may impact productivity, student learning, and classroom and school morale.

You are expected to be reliable and punctual by reporting to work on time and as scheduled. If there is an unscheduled absence or a need for late arrival to work, notify your supervisor at least

two hours prior to when your scheduled work shift begins. In most circumstances, you should notify your supervisor within two hours of your work shift each day of your absence, unless you have been granted a leave of absence. In the event of a sickness or accident while performing your duties, notify your supervisor immediately.

If you are absent for three or more consecutive workdays due to personal illness, you may be required to provide a statement from your healthcare provider, unless state or local law provides otherwise, before you will be permitted to return to work and you may be required to follow leave request processes.

Failure to properly report your absences may be considered a voluntary resignation of your position. Employees who fail to report to work for three consecutive business days without notifying the school of the absence will be considered as having voluntarily resigned as a result of job abandonment.

Abuse of PTO may lead to disciplinary action. Indications of possible abuse include, but are not limited to, repeated usage of PTO to extend regularly scheduled days off, including weekends, holidays (before or after a holiday), excessive absenteeism on Mondays and Friday, and usage of PTO on days previously requested and denied as vacation.

If you need to leave the worksite to conduct personal business, you must first obtain permission from your immediate supervisor. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your availability during the day.

The following are examples of types of time off that will not be considered grounds for disciplinary action under this policy:

- Time off that was previously approved, including vacation;
- Paid sick and safe time provided under a mandatory sick and safe time leave law;
- Approved state and federal leaves of absence, including but not limited to jury duty leave, military leave, leave protected under the Family and Medical Leave Act or similar state laws, and time off or leave specifically approved by the Company as an accommodation under the Americans with Disabilities Act or similar state laws; and/or
- Time off due to a work-related injury that is covered by workers' compensation.

DRUG-FREE WORKPLACE

ACCEL Schools is committed to protecting the safety, health and well-being of all employees, students, families, contractors, board members, vendors, and others with whom we interact in our workplace. "Workplace" includes Company or school property, any Company or school - sponsored activities located at any other site where you are performing work or representing the Company or school.

All employees are expected to contribute to maintaining a drug-free workplace. Prohibited activities under this policy include the possession, use, sale, attempted sale, distribution, manufacture, purchase, attempted purchase, transfer or cultivation of illegal drugs in the workplace. Employees are also prohibited from being at the workplace with a detectable quantity

of illegal drugs in their system.

“Illegal drugs” means all drugs whose use or possession is regulated or prohibited by federal, state or local law. These include prescription medication that is used in a manner inconsistent with the prescription or for which the individual does not have a valid prescription. Marijuana remains illegal as a matter of federal law and therefore the use of marijuana and marijuana products is prohibited by this policy. The Company will accommodate individuals who are medically certified to use marijuana by their home state where required to do so by law, but in no case may an employee use or possess marijuana or marijuana products at work or during work time or work while impaired.

This policy does not prohibit the possession and proper use of lawfully prescribed or over-the-counter drugs. However, an employee taking medication should consult with a health care professional or review dosing directions for information about the medication’s effect on the employee’s ability to work safely, and promptly disclose any work restrictions to a supervisor or Human Resources. Employees are not required to reveal the name of the medication or the underlying medical condition.

As a condition of continued employment, all employees must comply with this policy. An employee who engages in an activity prohibited by this policy shall be subject to disciplinary action, up to and including immediate termination of employment.

Unless prohibited by law, the Company reserves the right to send employees for drug test if they are suspected of being under the influence of illegal drugs or alcohol.

Contact Human Resources for information about the Employee Assistance Program (EAP) and support for participation in drug and alcohol abuse rehabilitation and education programs through the Company’s health care carrier.

This policy is not intended to replace or otherwise alter applicable U.S. Department of Transportation obligations or any other federal, state or local agency drug testing regulations related to a particular industry.

TOBACCO-FREE WORKPLACE

ACCEL Schools is committed to providing all employees with a safe and healthy work environment. All school premises are smoke-free, unless clearly marked otherwise. Smoking a cigarette, cigar, e-cigarette, or pipe or any other form of tobacco, as well as the chewing of tobacco, is not allowed. For your convenience, designated smoking areas are clearly marked. Employees are expected to use the waste disposal receptacles for smoking products.

PERSONAL APPEARANCE - DRESS CODE

For employees not working in any capacity with students: you are expected to report to work well groomed, clean, and dressed according to the requirements of your position. Some employees may be required to wear uniforms or safety equipment’s/clothing. Please contact your supervisor for specific information regarding acceptable attire for your position. If you report to work dressed

or groomed inappropriately, you may be prevented from working until you return to work well-groomed and wearing the proper attire.

Some individuals may have sensitivity or allergic reactions to perfumes, colognes, powders and lotions. If you use these items, use them in moderation and with consideration for those around you.

Nothing in this policy is intended to prevent employees from wearing a hair or facial hair style that is consistent with their cultural, ethnic or racial heritage or identity. This policy will be interpreted to comply with applicable local, state or federal law. The Company will also consider reasonable accommodations to appearance standards for medical and/or religious reasons. Contact your supervisor if you have a request for an accommodation in this area.

The Company reserves the right to establish a dress code or change its dress code at any time.

PERSONAL PROPERTY

The Company does not provide insurance coverage for employee's personal property. This is the responsibility of each individual. Employees should contact their individual insurance agents to check their coverage. Any personal property brought onto School property is subject to inspection and search.

PERMISSIBLE USE OF RECORDING DEVICES

Use of recording or camera functions on electronic communication devices is permitted in the building or on Company property solely for the purpose of obtaining or maintaining licensure that is required for your position with ACCEL Schools. Before any recording, you must ensure that you have the appropriate permission from the parents/guardians of your students and from adults who appear in the recording. You may not use the recording for any purpose that is not within the parameters of the permission forms you received for students or adults who appear in your recording.

Use of online recording devices (i.e. conference bridge services) may be used to capture discussions for the purpose of reference. Under these circumstances, all attendees must be audibly notified when recordings are commenced and terminated. These recordings must be made available to all attendees and may be shared with other employees or vendors with whom we have a non-disclosure agreement (NDA). All recordings can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver. The information collected may be used as a justification for internal disciplinary action, including, but not limited to demotion, suspension, or termination. The Company is under no obligation to share that information with the employee.

You must obtain written permission from your Supervisor prior to recording any conversation, communication, activity or event.

PROHIBITED USE OF RECORDING DEVICES

To encourage open channels of communication among employees and to ensure the privacy of our employees, students, families, board members, contractors, vendors, and others with whom we interact, and to protect the integrity of our business information, you may not openly or secretly tape, record, or videotape, any conversation, communication, activity or event unless necessary for obtaining or maintaining licensure required by your job with the Company. This policy also applies to recording conversations and communications with any other third parties either doing business with or connected to ACCEL Schools, including outside legal counsel, auditors and regulatory officials.

You are restricted from using the recording or camera functions on any electronic communication devices anywhere in the building or on Company property at any time.

WHISTLEBLOWER POLICY

The School is committed to operating in compliance with all applicable laws, rules and regulations, including but not limited to those concerning accounting and auditing, and prohibits fraudulent practices by any of its board members, officers, employees, or volunteers. This policy outlines a procedure for employees to report actions that an employee reasonably believes violates a law, or regulation or that constitutes fraudulent accounting or other practices. This policy applies to any matter that is related to the school's business and does not relate to private acts of an individual not connected to the business of the school.

A whistleblower as defined by this policy is an employee of the School or its affiliates who reports an activity that the employee considers to be illegal or dishonest business activity. A whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities include but are not limited to, violations of federal, state or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If you have knowledge of, or a concern of illegal or dishonest fraudulent activity, you are to call 866.733.9409 or email whistleblowerhotline@accelschools.com. Employees are expected to exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to disciplinary action, up to and including termination of employment. All reports of illegal and dishonest activities will be promptly submitted to the school leader who is responsible for investigating and coordinating any corrective action needed.

Pursuant to the Defend Trade Secrets Act, an individual shall not be held criminally or civilly liable under any federal or state trade secret law for the disclosure of a trade secret that: (A) is made (i) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (ii) solely for the purpose of reporting or investigating a suspected violation of law; or (B) is made in a complaint or other document that is filed in a lawsuit or other proceeding, if such filing is made under seal. An individual who files a lawsuit for retaliation by an employer for reporting a suspected violation of law may disclose the employer's trade secret to the attorney of the individual and use the trade secret information in the court proceeding if the individual files any document containing the trade secret under seal; and does not disclose the trade secret,

except pursuant to court order in that proceeding.

Whistleblower protections are provided in two important areas -- confidentiality and protection from retaliation against an employee who makes such a report. To the extent possible, the confidentiality of the whistleblower will be maintained. However, the whistleblower's identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. Additionally, ACCEL Schools prohibits retaliation of any kind.

A whistleblower who believes they have been retaliated against must contact ACCEL Schools Human Resources immediately. The right of a whistleblower to protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated. ACCEL Schools may take disciplinary action (up to and including termination) against an employee who in management's assessment has engaged in retaliatory conduct in violation of this policy.

If you have questions regarding this policy, contact Human Resources.

HOURS AND COMPENSATION

EMPLOYEE CLASSIFICATIONS

Employees are classified as either exempt or nonexempt under federal and state wage and hour laws and are further classified for administrative purposes. The following designations are used throughout this Employee Handbook.

Exempt Employees

Exempt employees are employees whose job assignments meet specific tests established by the federal Fair Labor Standards Act (FLSA) and state law and who are exempt from minimum wage and overtime pay requirements. Exempt employees are compensated on a salary basis. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisor or Human Resources with any questions or concerns regarding this status.

Nonexempt Employees

Nonexempt employees are employees whose job positions do not meet FLSA or applicable state exemption tests, and who are NOT exempt from minimum wage and overtime pay requirements. Nonexempt employees are eligible to receive overtime pay for hours worked in excess of 40 hours in a given week, or as otherwise required by applicable state law. Employees will be informed whether their status is exempt or nonexempt and should consult their supervisors or Human Resources with any questions or concerns regarding this status.

EMPLOYEE ELIGIBILITY AND WORK AUTHORIZATION

The Company is committed to employing only individuals who are authorized to work in the

United States and who comply with applicable immigration and employment law. As a condition of employment, every individual must provide satisfactory evidence of their identity and legal authority to work in the United States within three business days of commencing employment. If the employee cannot verify their right to work in the United States within three business days of employment, the Company will be required to terminate their employment immediately.

ERROR IN PAY

The Company makes every effort to ensure that you receive the correct amount of pay in each paycheck and that you are paid on the scheduled payday and prohibits any improper deductions from an employee's pay.

You should review your paycheck when received and, if you believe an error has been made, contact your supervisor and payroll@accelschools.com immediately. All necessary steps will be taken to research the problem and to assure that any necessary correction is promptly made and will take steps to ensure that the error is not repeated in the future.

The Company complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

EXEMPT EMPLOYEE REDUCTION OF SALARY

Employees who are classified as exempt must record absences from work for reasons such as leaves of absence, sick leave or vacation.

Exempt employees are paid on a salary basis and, in general, must be paid their full salary for any week they perform work. Their weekly salary may be reduced only in the following circumstances:

- Employees who are absent for at least a full day because of personal reasons, sickness or disability will not be paid for that day unless they have accrued paid time off under the ACCEL Schools paid time off or disability policy and the absence qualifies for pay under the policy. Their salary will not be reduced for absences less than a full day because of personal reasons, sickness or disability.
- Employees who are absent from work for jury duty, attendance as a witness or military leave may have their salary reduced by the amount of payment they receive in the form of jury fees, witness fees or military pay. Their salary will not be reduced by the number of hours or days they are absent unless they perform no work during a given week.
- Employees who work less than 40 hours during their first and/or last week of employment will be paid a proportionate part of their full salary for the time actually worked.
- Employees who take leave under the Family and Medical Leave Act will not be paid for that time unless they have accrued paid time off under the Company paid time off or

disability policy, if any. Their salary will be reduced by the hours missed, even if it is for less than a full day.

- Employees who violate a safety rule of major significance, may have their salary reduced in an amount to be determined by the Company as a penalty for that violation.
- Employees may be suspended without pay for other types of workplace misconduct, but only in full day increments. This refers to suspensions imposed according to a written policy applicable to all employees regarding serious misconduct, including, but not limited to, workplace harassment, violence, drug and alcohol violations, legal violations, etc. The possibility of unpaid suspensions is included into all similar policies.

This policy is subject to applicable state law regarding reduction of exempt employees' salaries if the state law is more favorable to employees.

Prohibited Reductions/Complaint Procedure

Any salaried exempt employee whose salary is reduced in violation of this policy will be reimbursed. If you feel your salary has been improperly reduced, please notify your human resource specialist. No employee will be penalized in any way for making a complaint.

This policy is intended solely to implement Fair Labor Standards Act (FLSA) regulatory requirements, and applicable state law will be applied and modified as necessary in accordance with the requirements, and is not to be considered any type of contract.

HOURS OF OPERATION

Normal operating hours for ACCEL Schools are from 7:30 a.m. to 4:00 p.m., Monday through Friday. These hours may vary depending upon your position and work requirements. If applicable, your supervisor will provide direction for lunch and rest breaks in order to facilitate the smooth flow of business and to maintain an adequate number of staff.

Please give your supervisor as much advance notice as possible for any schedule changes.

INCLEMENT WEATHER

In the case of inclement weather, please consult your school leader for policy and procedures on school opening status.

Hourly staff will not be paid for any hours during a school closure due to inclement weather unless they choose to use available PTO hours.

MEAL PERIODS

All regular full-time employees will have one meal period of thirty minutes in length each workday. Your supervisor will schedule your meal period to accommodate operational requirements. During meal periods, you are not subject to any work responsibilities or restrictions. Meal periods lasting more than thirty minutes are not considered "hours worked," and so accordingly, you will

not be paid for meal period time. Nonexempt employees must record the beginning and ending time of their meal breaks each day on their time records and report to their supervisor if they did not receive a full thirty minute meal period.

OVERTIME FOR NONEXEMPT EMPLOYEES

Depending on Company work needs, employees may be required to work overtime when requested to do so. Nonexempt employees will be paid overtime premiums at the rate of 1.5 times their regular rate of pay. You are responsible for clearly noting all hours worked, including any overtime hours, on your timesheet.

It is our policy that no overtime can be worked without the advance approval of your supervisor.

Failure to obtain approval in advance of working the overtime is a violation of Company policy and may result in disciplinary action.

If, during a workweek, you are away from the job because of an injury, paid holiday, jury or witness duty, sick day or vacation day, those hours not worked will not be counted as hours worked for the purpose of computing overtime pay, even if you receive pay such as sick or vacation pay for such time missed (except where state or local law provides otherwise).

Prohibited "Off the Clock" Work

Employees are not to work "off the clock" and are required to ensure that all time worked is properly recorded. If you are given directions to perform work "off the clock," you should promptly notify your supervisor. If your supervisor has given you directions to work "off the clock" and/or has told you not to properly record all hours worked, notify your human resource specialist. You will not be penalized in any way for making such a report and you will be compensated for any time actually worked but not recorded.

PAY PRACTICES

For overtime calculations and salary administration, the fixed 7-day "workweek" for ACCEL Schools is the period beginning at 12:01 a.m., Sunday and ending at midnight, Saturday. All employees will be paid by check or direct deposit bi-weekly on every second Friday. For payday falling on a holiday, you will be paid the prior business day.

If you are absent on payday and someone else is to pick up your check, it will not be released without a signed note from you authorizing the named person to pick it up. The person designated to pick up your check will be asked to produce satisfactory identification; otherwise, your check will not be released.

If your employment ends, you will be paid your final wages in accordance with applicable state law.

Payroll is biweekly, with all employees paid one week in arrears.

Paycheck Deductions

The Company is required by federal and some state laws to make certain deductions from your paycheck each pay period. Such deductions typically include taxes and Social Security. Depending on the state in which you are employed and the benefits you choose, additional deductions may occur.

The pay of some nonexempt employees may be subject to additional deductions. Such deductions will be made in accordance with state and federal law, and will require written authorization from the employee.

The amount of all deductions will be listed on the employee's pay stub.

If any employee, exempt or nonexempt, has questions about deductions from their pay, believes they have been subjected to improper deductions, or believes that the amount paid does not accurately reflect the employee's total hours worked or salary, that employee should promptly contact Human Resources, a supervisor or any other member of management.

Every report will be fully investigated, and the Company will provide the employee with any compensation to which the employee is entitled in a timely fashion.

The Company complies with all applicable laws, including the Fair Labor Standards Act, and will not allow any form of retaliation against individuals who make good faith reports of alleged violations of this policy, or who cooperate in an investigation by the Company, even if the reports do not reveal any errors or wrongdoing.

TIMESHEETS

Accurately recording and reporting time worked is the responsibility of every employee in order for the Company to calculate employee pay and benefits. All employees are required to accurately record and report all time worked and time away from work and sign their own time report prior to submitting to their supervisor for approval.

LACTATION BREAKS

The Company will provide a reasonable amount of break time, or amount of time required by state law, to accommodate a female employee's need to express breast milk for the employee's infant child for up to one year following the child's birth, or as required by law. The break time should, if possible, be taken concurrently with other break periods already provided. If the lactation break cannot run concurrently with meal and rest breaks already provided, employees should clock out for the break and the break will be unpaid. ACCEL Schools will provide the employee with the use of a room or other location in close proximity to the employee's work area, other than a restroom, where the employee may express milk in private. Speak with your supervisor should arrangements for a refrigerator be required.

Employees should advise management if they need break time and an area for this purpose. Employees will not be discriminated against or retaliated against for exercising their rights under

this policy.

OPERATIONS

SCHOOL PROPERTY INSPECTION

In an effort to maintain the safety and welfare of employees and visitors, the school will conduct searches or inspections on reasonable suspicion that a school policy was violated. Areas that may be searched include, but are not limited to, employee's work area, desks and any other property located on Company or school premises or worksites. Entry on Company or school premises or worksites constitutes consent for the school to conduct a search or inspection when there is a reasonable suspicion that a school policy was violated.

USE OF SCHOOL PROPERTY

Employees may use school property, equipment and reference materials for business purposes. School equipment (including, but not limited to, computers, printers, fax machines, etc.) assigned to employees is the property of the school and may not be removed from the building without first obtaining written permission from your supervisor. You are expected to take proper precautions concerning the equipment, reference material and/or property you are assigned to use. Any equipment that is malfunctioning should be reported immediately to your supervisor.

EMPLOYEE SAFETY AND HEALTH

Health and Safety policies are posted in the School. All employees need to review the policies and follow requirements of the building to be certain that they are followed at all times. Failure to follow these policies can result in discipline up to and including termination.

To maintain a safe and healthy workplace, both management and employees must work diligently to promote safety. All managers, supervisors, and employees are responsible for protecting and securing School property, materials, equipment and facilities and reporting any security violations, thefts and other security-related incidents to their supervisor or Human Resources. Failure to protect, to secure, or report any such violations of any employee of the School can result in discipline up to and including termination.

Our employees are our most valuable resource, and their safety is most important to us. You are expected to report all job-related injuries or illnesses to your supervisor immediately, regardless of severity. You are also expected to:

- Obey safety rules.
- Follow safe job procedures and not take shortcuts.
- Keep work areas clean and free from slipping or tripping hazards.
- Use prescribed personal protective equipment.
- Report all safety hazards or malfunctions to a supervisor immediately.
- Use care and proper technique when lifting and carrying objects.

- Observe restricted areas and all warning signs.
- Know and follow emergency procedures.
- Report unsafe conditions to supervisors.
- Report every accident and injury to a supervisor promptly.
- Follow the care prescribed by the attending physician when treated for an injury or illness.
- Attend all employee safety meetings.
- Cooperate fully in accident investigations; serve on safety committee or other loss control activities as needed.
- Any employee who works at a School or Company office and is diagnosed by a medical professional with COVID-19 must notify their supervisor within 24 hours of diagnosis. The employee will not be allowed to report to work until cleared by a medical professional or other Center for Disease Control (CDC) protocol.

If you have reported a safety issue to your supervisor and you feel that the issue has not been appropriately addressed, you should report the issue to Human Resources.

Failure to observe these guidelines may result in disciplinary action, up to and including termination of your employment.

WORKPLACE CONDITIONS

Reporting Workplace Injuries

The School complies with appropriate federal and state laws regarding workplace injuries. All work-related injuries (including injuries that arise during work-related travel) must be immediately reported to your supervisor both verbally and in writing. The Supervisor is then responsible to submit the information to the Human Resources Department within 24 hours of the event. The Human Resources department will file the claim with the appropriate agency. Employees who seek medical attention for a workplace injury are required to provide a return to work slip from the physician or medical facility upon returning to work.

In the event of a workplace injury, the School may require drug/alcohol testing.

Safety Drills and Emergencies

The Schools have safety drills and emergency procedures designed for each building. Each employee must understand the drills and procedures and be ready to follow them.

School Building Evacuation. In the event of an emergency evacuation, all employees must follow the Safety Drills and Emergency Procedures as determined for each building. This procedure can be found with the building's school leader. Emergency evacuation routes are located in each room of the buildings.

Use of Phone and Mail Systems

Personal use of the telephone for toll calls is not permitted. Employees should practice discretion when making personal calls and may be required to reimburse the School for any charges resulting from their personal use of the telephone.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller and hang up only after the caller has done so.

The use of the School-paid postage for personal correspondence is not permitted.

Media Policy

It is the policy of the School that all employees shall refrain from talking to members of the media on School-related issues on behalf of the Company or any of the Companies managed by the Company and its affiliates. If a media representative contacts you, you are expected to refer all inquiries to your school leader or the Executive Team.

Consistency and clarity of message is critical in preserving the School's reputation throughout the business, public and press. Employees are also prohibited from releasing any nonpublic School-related confidential information outside the School in any media whatsoever, including any and all social media whether general or restricted.

Civic and Community Activities

The School encourages employees to participate in various civic and community activities unless participation interferes with job responsibilities. These activities should be pursued in a responsible manner that reflects favorably upon employees and the School. Confidentiality policy provides additional information regarding what constitutes "confidential information."

Visitors in the Workplace

To provide for the safety and security of employees and students and the facilities at the school, only authorized visitors are allowed in the workplace. Personal visitors are not allowed unless authorized in advance by the school leader. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

A visitor will be considered unauthorized if the visitor failed to do any of the following:

- Enter the school through the main entrance;
- Register as a visitor in the front office;
- Receive permission to proceed to any other location in the building.

Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

Please consult your school leader for more detailed explanation of visitor protocols.

GIFTS AND FAVORS

No employee is to accept a commission, gift, or anything of value above twenty-five dollars (\$25.00) from individuals, groups, clubs or companies within or outside the School that are supplying, or seeking to supply, material or services required in the operation of the School. Acceptance of such gifts may be cause for dismissal. Employees may attend business luncheons with supervisor approval.

The Company discourages the presentation of gifts to employees by students and parents/guardians above twenty-five dollars (\$25.00).

Generally, the school leader will not allow gifts of any kind intended for a student from any employee to any student(s), for any reason.

JOB PERFORMANCE EVALUATIONS

ACCEL Schools is committed to attracting and retaining a qualified and competent workforce. Employees typically will receive an annual written performance review and may receive additional performance evaluations at other intervals. Written performance reviews will be based on your overall performance in relation to your job responsibilities, your achievements and work behavior. Informal performance discussions typically occur throughout the year and encourage open supervisor-employee communication.

A positive performance review does not guarantee either an increase in compensation or continued employment. Raises, if given, will be at the Company's discretion and may be based on a number of factors, such as the School's performance, the Company's performance, department or group performance, and individual performance.

SOLICITATIONS AND DISTRIBUTION OF LITERATURE

ACCEL Schools strives to maintain a professional environment and prevent interference with work and inconvenience to others from solicitations and/or distribution of literature.

In an effort to ensure a productive and harmonious work environment, solicitation of any kind by an employee of the School is prohibited while the employee is on working time. This means that any type of solicitation is prohibited if the employee is doing the solicitation or the employee being solicited is on working time. Working time includes time when an employee is scheduled and is paid to be performing services for the Company; it does not include breaks, meal periods, or periods in which an employee is not performed and is not scheduled to be performing services or work for the Company.

Distribution or acceptance of literature by an employee is prohibited while either employee is on working time and is also prohibited in any working area of the facility whether an employee is on working or non-working time. This rule includes solicitation or distribution or acceptance of literature for all purposes including lotteries, raffles, political organizations, labor organizations, fraternal organizations, and the like. Distribution of literature by any person who is not an employee of the School is prohibited. If you observe persons violating this policy, you must report the violation to your supervisor immediately. Employees who violate this policy may be subject to discipline up to and including termination.

In addition, the posting of written solicitations on School bulletin boards is prohibited.

WORKPLACE ACCIDENTS AND WORKERS' COMPENSATION INSURANCE

All accidents, injuries, potential safety hazards, safety suggestions and health and safety related issues must be reported immediately to your supervisor and/or Human Resources. If you or another employee is seriously injured, contact outside emergency response agencies. No matter how insignificant an injury may seem at the time of occurrence, you are to notify a supervisor or ACCEL Schools Human Resources immediately of any workplace accident or injury.

The federal Occupational Safety and Health Administration (OSHA) requires that we keep records of all illnesses and accidents that occur during the workday. OSHA also provides for your right to know about any health hazards that might be present on the job. Should you have any questions or concerns, contact your supervisor or ACCEL Schools' Human Resources Department for more information.

Workers' compensation insurance coverage is provided by worker's compensation carrier in most states or a state fund. Questions regarding workers' compensation insurance coverage should be directed to your supervisor or to human resources at HR@accelschools.com.

COMMUNICATIONS

COMPLAINT RESOLUTION PROCEDURE

ACCEL Schools is committed to providing a comfortable and productive work environment for employees. It is important that your concerns are resolved in a timely manner in an atmosphere of open communication and mutual respect. You are encouraged to follow the process below for bringing concerns to management for resolution. Employees will not be penalized for taking advantage of this procedure.

First, discuss the problem with your supervisor. If you do not believe a discussion with your supervisor is appropriate, request a meeting with an ACCEL Schools human resources specialist. In an effort to resolve the problem, the ACCEL Schools human resource specialist will consider the facts and may conduct an investigation.

Additionally, the Anti-Harassment Policy in this handbook outlines procedures for employees to report complaints of harassment and discrimination.

INTERNET CODE OF CONDUCT

Access to the Internet has been provided to employees for the benefit of the organization. It is your responsibility to use the Internet in a productive manner. The following guidelines have been established for using the Internet.

Acceptable Use of the Internet

You should use the internet in an effective, ethical, productive and lawful manner. You may use the instant messaging systems and internet forums to conduct official School business or to gain technical or analytical advice. Databases may be accessed for information as needed. Email may be used for work contacts.

Unacceptable Use of the Internet

You should not use the school-provided internet services for non-work-related reasons. Use of the internet must not interfere with the school's productivity or operations.

It is strictly prohibited for you to use the internet while working for personal gain. Use of the internet while on Company or school time must not interfere with your productivity or disrupt the operations of the Company network or the network of other users.

Employees may not use their personal devices for work purposes for any reason, at any time, without authorization in advance from the school leader.

Communications

You are responsible for the content of all text, audio, and images that you place or send over the Internet including, but not limited to, any Web-based sites or programs. During or after employment, employees are prohibited from posting statements, photographs, and video or audio that reasonably could be viewed as malicious, obscene, and threatening or intimidating; that disparage students, families, contractors, vendors, and others with whom we interact; or that might constitute harassment or bullying in violation of the Company's policies.

Except to the extent that you are discussing your wages, hours, or terms and conditions of employment, the following guidelines apply:

- All messages communicated on the Internet should have your name attached to them if they mention or refer to ACCEL Schools or one of its schools in any way;
- No messages regarding or relating to the School or Company are to be transmitted under an assumed name; employees may not transmit messages or other communication by means that either mask or hide their identity or indicate that they are sent by someone else if the messages contain information regarding the School's or Company's business.

Employees are not allowed to forward School or Company information to their personal email address. Employees are not allowed to forward employee information to non-employees such as former colleagues, third party service provider, or vendor unless it is for the purposes of protected concerted activity unless it is for the purpose of protected concerted activity

Software and Copyright Issues

ACCEL Schools intends to prevent computer viruses and unauthorized use of copyrighted materials belonging to entities other than the Company or school. You should obtain prior approval before downloading any software. Users are not permitted to copy, transfer, rename, add or delete information or programs belonging to other users unless given express permission to do so by the owner. Failure to observe copyright or license agreements may result in disciplinary action from the Company or school, up to and including immediate termination or legal action by the copyright owner.

Confidentiality and Passwords

While our systems may accommodate the use of passwords for school security, you should not expect confidentiality of your files at work. ACCEL Schools reserves the right to access your Internet use and messages at any time, without notice.

Never disclose personal or system passwords to anyone other than authorized school representatives. You are not to attempt to gain access to another employee's system, including email or voice mail messages.

Security

All computers and the data stored on them are, and remain at all times, the property of the

Company. As such, all messages created, sent or retrieved over the internet or the Company's electronic mail systems are the property of the Company, and should be considered company information. The Company reserves the right to retrieve and read any message composed, sent or received using the Company's electronic resources, including all computer equipment and the electronic mail system, for any business reason, including but not limited to, ensuring compliance with this and all company policies.

Employees should be aware that even when a message is deleted or erased, it is still possible to recreate the message; therefore, ultimate privacy of a message cannot be ensured to anyone. Accordingly, internet and email messages are not private. Furthermore, all communications including text and images can be disclosed to law enforcement or other third parties without prior consent of the sender or the receiver.

Employees should also be aware that duplicates of email transmitted through a personal, web-based email account using company equipment could be stored on that equipment; likewise, information regarding internet sites that an employee has accessed may also be stored.

Harassment

Harassment of any kind is prohibited. Messages with derogatory or inflammatory remarks about an individual or group's race, color, religious creed, sex (including pregnancy, lactation, childbirth, and related medical conditions), national origin, ancestry, citizenship status, physical disability, mental and/or intellectual disability, age, military or veteran status, marital status, registered domestic partner or civil union status, gender, gender identity, sexual orientation, transgender status, or genetic information will not be permitted.

Violations

Violations of any guidelines listed in this policy may result in disciplinary action, up to and including immediate termination. If necessary, the Company or school will advise appropriate legal officials of any illegal violations.

SOCIAL MEDIA

Social Media is a powerful tool that has a significant impact on ACCEL Schools and the School. The Social Media Policy is designed to offer practical guidance for responsible, constructive communications via social media channels. Social media includes all means of communicating or posting information or content of any sort on the internet, including to your own or someone else's web log or blog, journal or diary, personal web site, social networking or affinity web site, web bulletin board or a chat room, whether or not associated or affiliated with the Company, as well as any other form of electronic communication.

Employees are prohibited from being friends with any current students or former students under the age of 18 years old at any of our school entities, on any social media sites or platforms.

Employees are prohibited from posting confidential information on social media.

School logos or any other trademarked company or school-owned images or icons are prohibited

from being posted on personal social media sites unless used under protected concerted activity online and in the media

Photos of students and or student activities are prohibited without prior written approval from the student's parent/guardian and the school leader of the school.

Employees are prohibited from discussing matters of professional life on their personal page (i.e. events during the work day, workshops, trainings, etc.).

The same laws, professional expectations, and behavioral standards that you would follow in your daily operations are expected to be followed when interacting on a social media site. The school respects the legal rights of its employees; what you do on your own time is your affair however activities in or outside of work that negatively affect your job performance, the performance of others, or the business interests of the school or company will be reviewed on a case-by-case basis.

INSTITUTIONAL SOCIAL MEDIA

Schools that have a social media page or that would like to start one must contact the Regional Vice President for their school. The page may only be maintained by an officially appointed employee who is identified as being responsible for the page's content. The page must link back to the school web site and the postings should be brief redirecting a visitor to the contents of the school site.

All posts made on the school social media site should protect the voice of the school by remaining professional in tone and of good taste.

Best Practices:

- Employees are responsible for anything they post to the social media site, so think twice before posting.
- Consider your audience and exercise good judgment. The social media site is available to the public; this includes prospective and current students, future employees, colleagues, and/or peers.
- Be authentic and respect copyrights and trademarks.
- Names and/or pictures of current or former students are prohibited without the written consent of the student's parent(s) or legal guardian and the school leader of the building.

Violations of the above will result in disciplinary action up to and including termination of employment.

CONFIDENTIAL COMPANY INFORMATION

The Company's confidential and proprietary information is vital to its current operations and future success. Each employee should use all reasonable care to protect or otherwise prevent the unauthorized disclosure of such information.

In no event should employees disclose or reveal confidential information within or outside the Company without proper authorization or purpose.

“Confidential Information” refers to a piece of information, or a compilation of information, in any form (on paper, in an electronic file, or otherwise), related to the Company’s business that the Company has not made public or authorized to be made public, and that is not generally known to the public through proper means.

By way of example, confidential or proprietary information includes, but is not limited to, nonpublic information regarding the Company’s business methods and plans, databases, systems, technology, intellectual property, know-how, marketing plans, business development, products, services, research, development, inventions, financial statements, financial projections, financing methods, pricing strategies, customer sources, student records of any kind, employee health/medical records, system designs, and methods of competing. Additionally, employees who by virtue of their performance of their job responsibilities have the following information, should not disclose such information for any reason, except as required to complete job duties, without the permission of the employee at issue: social security numbers, driver’s license or resident identification numbers, financial account, credit or debit card numbers, security and access codes or passwords that would permit access to medical, financial or other legally protected information.

Confidential Information does not include information lawfully acquired by non-management employees about wages, hours or other terms and conditions of employment, if used by them for purposes protected by §7 of the National Labor Relations Act such as joining or forming a union, engaging in collective bargaining, or engaging in other concerted activity for their mutual aid or protection. Nothing in this Employee Handbook prohibits an employee from communicating with any governmental authority or making a report in good faith and with a reasonable belief of any violations of law or regulation to a governmental authority, or disclosing Confidential Information which the employee acquired through lawful means in the course of employment to a governmental authority in connection with any communication or report, or from filing, testifying or participating in a legal proceeding relating to any violations, including making other disclosures protected or required by any whistleblower law or regulation to the Securities and Exchange Commission, the Department of Labor, or any other appropriate government authority.

Further, employees are hereby notified that under the 2016 Defend Trade Secrets Act (DTSA): (1) no individual will be held criminally or civilly liable under Federal or State trade secret law for the disclosure of a trade secret (as defined in the Economic Espionage Act) that: (A) is made in confidence to a Federal, State, or local government official, either directly or indirectly, or to an attorney; and made solely for the purpose of reporting or investigating a suspected violation of law; or, (B) is made in a complaint or other document filed in a lawsuit or other proceeding, if such filing is made under seal so that it is not made public; and, (2) an individual who pursues a lawsuit for retaliation by an employer for reporting a suspected violation of the law may disclose the trade secret to the attorney of the individual and use the trade secret information in the court or arbitration proceeding, if the individual files any document containing the trade secret under seal, and does not disclose the trade secret, except as permitted by order in that proceeding.

PERSONAL PHONE CALLS AND PERSONAL BUSINESS

During business hours, you are requested to keep personal calls, including personal cell phone calls, to an absolute minimum. No long distance or charged calls, such as directory assistance, other than Company business calls, are to be made from Company telephones. If it is absolutely necessary that you make a personal charged call from work, you must bill it to your personal credit card or home number or use your personal cell phone. Telephone records are subject to periodic review by management

If you need to leave the worksite to conduct personal business, you must first obtain permission from your immediate supervisor. This will allow us to make modifications to the work schedule if necessary and will keep us aware of your availability during the day. Personal visits from friends and family members to the worksite are discouraged.

USE OF COMMUNICATION SYSTEMS

ACCEL Schools provides the communication systems necessary for you to conduct business. You are expected to adhere to proper use of all communication systems. These include, but are not limited to, the telephone, email, wireless communication devices, iPads, tablets, facsimile, Internet access and other external network connections, network file share and storage systems, wide area network, Company intranet, voicemail, computers, modems, systems, audio/visual equipment, and other software and equipment.

The School's computing and communications systems are to be used in a productive manner primarily for the School business.

No Privacy Expectations

You should have no expectation of privacy of any correspondence, messages or information located or sent across in the Company's computing and communication systems, regardless of the content or purpose. This includes email, social media sites, text messages, chat messages, internet searches and stored documents.

The Company or school may access, monitor, copy, capture, disclose, delete, and use any communication, information or data, whether personal or business related, that is created on, stored on (permanently or temporarily), viewed on, downloaded or uploaded to, accessed by, printed from, or communicated across the Company's or school's computing and communication systems with or without notice to the employee. This includes instances where employees transmit or receive text or instant messages on Company and school devices. All messages, regardless of content or the intent of the sender, are a form of Company or school correspondence, and are subject to the same internal and external regulation, security and scrutiny as any other school correspondence.

Email communications must be written following customary business communication practices as is used in correspondence. Email communications are official internal Company or school communications that may be subject to summons in legal proceedings. Work-related messages should be directed to the specific employee(s) rather than sending a global message to all employees. It is the employee's obligation to notify any third parties affected by this policy of the

Company's policies regarding monitoring employee communications.

Communication systems shall not be used as a forum to promote religious or political causes, or an illegal activity. Offensive or improper messages or opinions, transmission or postings of sexually explicit images or other images or materials inappropriate for the workplace, messages, cartoons, or other such items, or messages that may be construed as harassment or disparagement of others based on race, color, religious creed, sex, national origin, ancestry, citizenship status, pregnancy, childbirth, physical disability, mental/intellectual disability, age, military status or status as a Vietnam-era or special disabled veteran, marital status, registered domestic partner or civil union status, gender, gender identity or expression, sexual orientation, transgender status, or genetic information are also prohibited.

Unless authorized by personnel with the authority to grant such authorization, any attempt to gain access to another employee's personal communications system and messages is prohibited.

WIRELESS COMMUNICATION DEVICE USE GUIDELINES

ACCEL Schools provides wireless communication devices, including hands-free devices, to Employees who have a job-related need for them. These devices are the property of ACCEL Schools. The following guidelines must be followed:

- Employees are expected to carry wireless communications devices as directed by their supervisor.
- Employees are responsible for lost or stolen wireless communications devices and must report such losses immediately.
- Employees are responsible to take care of these devices and may be responsible for repairs, depending on the nature of the damage.
- Upon termination of employment for any reason, the employee must return all Company-issued property.

Safety Concerns

The Company values its employees and the safety of others, and it expects employees to put safety first while driving for work purposes. Employees are prohibited from using wireless communication devices while driving unless using a hands-free device. Texting (including composing, sending, or reading) while driving is strictly prohibited. You are strongly encouraged to pull off to the side of the road and park the vehicle in a safe location before placing or accepting a call or before reading or writing e-mail or text messages. You should take special care in situations where there is heavy traffic, inclement weather or you are driving in an unfamiliar area.

You are expected to know and follow all local and state laws related to using communication devices while driving. Employees are responsible for all traffic violations and consequences resulting from the use of communication devices while driving for work.

No Use of Camera Phone

Use of the camera feature on cellular phones or other communication devices presents risks to the school, potentially compromising student information, the privacy of your co-workers, or proprietary information. Use of this feature is banned from all areas on Company or school property or other areas during work-related functions, unless authorized in advance by your supervisor.

Cellular Phone Policy

The school provides employees with efficient, cost effective telephone communication equipment and services. The purchase and use of school-owned cellular telephones shall be limited to the requirement and specifications contained in this policy.

The acquisition of Company or School-owned cellular telephones shall be limited to those instances in which there is a demonstrated need for such equipment to perform essential Company business or to improve safety, increase productivity, or in situations in which necessary communications cannot be provided by any other means. The purchase of Company or School-owned cellular telephones shall be subject to written approval by your school leader. An employee has no right or expectation of privacy in using a Company or school-provided cell phone, including voice mails.

a. Use of School Owned Cellular Phones

Cellular telephone calls are more expensive than ordinary telephone services. These higher costs shall be weighed against the level of employee need and expected usage. Cellular phones shall be used only when a lower cost alternative is unsafe, inconvenient, or not readily available.

Cellular transmissions can be overheard by others. Discretion is to be used in discussing confidential information using cellular communication. Employees are responsible for taking reasonable precautions to prevent theft and/or vandalism of cellular equipment. Cellular phone usage must comply with the School's "Mobile Device Security Policy" below.

Employees cannot add, modify, or remove cellular telephone equipment or services. The School's Information Technology Department is responsible for adding, modifying, or removing cellular telephones and services. Employees may request authorization for changes from their supervisor. All Company or school-owned cellular telephone purchases, including hardware or software shall be made according to policies established by the Operations and IT departments. You are expected to follow applicable state or federal laws or regulations regarding the use of electronic devices at all times. Telephone records are subject to periodic review by management.

b. Personal Use

The School recognizes that occasions arise in which personal calls need to be made or received on a Company or school-provided cellular telephone. However, it is intended that cellular telephones be used for Company or school business-related purposes. Personal calls are to be minimized. Calls home or to the family, etc. by school staff when required to work extended hours shall be

considered business calls.

Cellular phones must not be taken on vacation or used when an employee is off duty unless there is a school-related purpose in doing so. Telephone records are subject to periodic review by management.

The Company reserves the right to monitor the billing and use of all Company or school-owned cellular telephones and has the authority to withhold any un-reimbursed amount from the employee's wages.

C.Reimbursement for Personal Calls

Employees shall be responsible for reimbursing Accounts Payable for personal calls noted on the monthly cellular service billing.

d.Termination of Use of School Owned Cellular Phones

If the conditions of this policy are violated by the employee, the Company leader shall terminate the use of Company or school-owned cellular phones by the employee.

e.Policy for Employee-Owned Cellular Phones

It is Company policy to allow employees to bring personal cellular telephones. Making and receiving personal calls should be limited. Use of personal cellular telephones should not result in additional costs to the Company and should not interfere with performance of employee duties or normal business operations. Employees are trusted to exercise good judgment in both the duration and frequency of such calls.

Employees may not use their personal devices for work purposes for any reason, at any time, without authorization in advance from the Company leader.

Upon resignation or termination of employment, or at any time upon request, you may be asked to produce your personal device(s) for inspection. All school or company data on personal devices will be removed by IT upon termination of employment. Failure to follow policies and procedures may result in disciplinary action up to and including termination of employment.

Mobile Device Security Policy

Mobile devices must be appropriately secured to prevent sensitive or confidential data from being lost or compromised, to reduce the risk of spreading viruses and to mitigate other forms of abuse of the Company's computing and information infrastructure. Any approved device is required to have an anti-virus, mobile device management (MDM) and "remote wipe" software installed. This MDM software will store all Company-related information, including calendars, emails and other company-related applications in one area that is password-protected and secure. The IT department must approve any personal device and install all required software prior to the device being used for work-related activities. A mobile device includes but is not limited to a laptop, flash drive, MP3 player, CD's DVD's, portable hard drives, tablet, smart phone, or digital camera.

Employees must follow these mobile device security policies:

1. All Company or school issued mobile devices must have encryption turned on.
2. Device authentication must be turned on, on all mobile devices and must have password protection on at all times.
3. Bluetooth capabilities on all mobile devices must be disabled when they are not actively transmitting information. All Bluetooth devices must always be in the "hidden" mode.
4. Whenever possible, all mobile devices must be password protected. Choose and implement a strong password and following policies established by Information Technology for password complexity.
5. The physical security of these devices is the responsibility of the employee to whom the device has been assigned. Devices shall be kept in the employee's physical presence whenever possible. Whenever a device is being stored, it shall be stored in a secure place, preferably out-of-sight.
6. If a mobile device containing Company data is lost or stolen, whether that device is company property or personally owned, the loss must be promptly reported to the IT Department/Help Desk and proper authorities. Also, be sure to document the serial number of your device now, for reporting purposes, in the event that it is lost or stolen.
7. Sensitive or confidential documents, audio, and video, if stored on the device, must be encrypted if possible.
8. Mobile device options and applications that are not in use must be disabled.
9. Sensitive and confidential information must be removed from the mobile device before it is returned, exchanged, or disposed.
10. All mobile devices must have enabled screen locking and screen timeout functions.
11. No personal information shall be stored on mobile devices unless it is encrypted and permission is granted from the data owner.
12. Before a mobile device is connected to the IT systems, it shall be scanned for viruses (the user risks having files on the device deleted if any viruses are detected). If media mobile device is used for transitional storage (for example copying data between systems), the data shall be securely deleted from the mobile device immediately upon completion.
13. You should have no expectation of privacy of any correspondence, messages or information located or sent across the Company's computing and communication systems, regardless of the content or purpose or whether the device is personal or business. This includes email, social media sites, text messages, chat messages, internet searches and stored documents.
14. Cloud-based applications or backup that allows company-related data to be transferred to unsecure parties are prohibited. Additionally, personal devices may not be synchronized to other devices that have not been authorized. Making any modifications to the device hardware or software beyond authorized and routine installation updates is prohibited unless approved by IT. You may not use unsecure Internet sites.
15. Violation of these technology policies is a serious offense and may result in disciplinary action up to and including termination.

EMPLOYEE BENEFITS

HOLIDAYS

Full-time employees are eligible for paid holidays during each calendar year. A paid holiday does not count as a day worked in calculating overtime for the week.

ACCEL Schools' Holiday Calendar observes the following holidays each year.

Holiday	2021 Dates	Holiday	2022 Dates
Independence Day	July 5	New Year's Day	January 1
Labor Day	Sept 6	Martin Luther King Day	January 17
Thanksgiving Day	November 25	Presidents Day	February 21
Day after Thanksgiving	November 26	Memorial Day	May 30
Christmas Day	December 24	Juneteenth	June 20

*Holidays unique to a school are identified in each School's calendar.

These days are paid days off for full-time 12-month staff, as well as full-time 10-month hourly staff if the holiday falls on a regularly scheduled workday.

Additional days off for instructional staff (Teachers, Instructional Aides) will be communicated by the school leader at the start of the school year.

When holidays fall or are celebrated on a regular workday, eligible employees will receive one (1) day's holiday pay at their regular straight-time rate. Eligible employees who are called in to work on a holiday will receive one (1) day's holiday pay at their regular straight-time rate, and an additional payment of straight-time for the actual time they work that day.

If a holiday falls within an eligible employee's approved vacation period, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the vacation day, or the eligible employee will receive an additional vacation day at the option of the school.

If a holiday falls within a jury duty or bereavement leave, the eligible employee will be paid for the holiday (at the regular straight-time rate) in addition to the leave day, or the eligible employee will receive an additional day off at the option of the school.

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User ID: Your User ID will be your last name in lowercase with the first initial capitalized, the capitalized first initial of your first name, and the last two digits of your birth year. For example, Jane Doe will have a user name of DoeJ50. Please make sure you capitalize the first initial of your last name and first name.

Password: Your password will be your Birthdate entered as mmddyyyy, no spaces or dash just numbers. For example, Jane Doe with a date of birth of October 5, 1950 will have an initial password of 10051950.

Upon your first login you will be asked to change your password. The requirements are as follows:

- Must be at least 8 characters
- Must contain at least 1 uppercase letter
- Must contain at least 1 lowercase letter
- Must contain at least 1 number and 1 special character.

As you create your new password, each requirement will be greyed out as you fulfill it.

Please make a note of your credentials, so that you can log in at any point in time to view pay stubs or update information.

Access UltiPro via Single Sign On (preferred)

- Go to <https://www.office.com/>
- Sign in using your Active Directory credentials. These are the same credentials you use for your work computer.
- Look under Apps → UKG or it may be under All Apps → Other → UKG

When logging in for the first time you will be asked the below security questions. Please use the examples for help on formatting.

Date of Birth (Example: mm/dd/yyyy)

Address City (Example: Columbus)

Last Name (Example: Smith)

Multi-Factor Authentication will still be a required due to the sensitive information. You will need to enter in your access code.

Your personal information is accessible only to you through multiple layers of security and industry-standard data encryption. Since payroll information and other sensitive data are accessible through your account, it is important you do not share your username and password with others.

LEAVE OF ABSENCE

LEAVE OF ABSENCE PROCEDURES

Employees requesting leave of absence must submit a Leave of Absence Request Form and contact Unum to start the leave process. Employees absent for three consecutive days are required to follow the leave request procedures. Please ensure you are following call out procedures if in an emergency and contact your supervisor.

Employees must complete the Leave Request Form with the estimated start and end date of your leave and provide to your supervisor to review before submitting to human resources. If the dates change, please let your supervisor and human resources know right away by contacting HR@accelschools.com

Call Unum to notify them of your leave request.

- You can start your leave or STD claim either online or by telephone:
- **Policy #: 637147**
- www.unum.com - Telephone: 866-779-1054
- Monday-Friday - 8:00 a.m. to 8:00 p.m. Eastern

If you are eligible for leave, certification of health care provider form may be required. If so, it will be mailed in your initial leave packet within two (2) business days of filing your leave. You will be provided a minimum of 15 days from the date the leave is requested to complete and return this form.

FAMILY AND MEDICAL LEAVE

The Company will grant family and medical leave in accordance with the requirements of applicable federal and state law in effect at the time the leave is granted. Although the federal and state laws sometimes have different names, the Company refers to these types of leaves collectively as “FMLA Leave.” In any case, employees will be eligible for the most generous benefits available under applicable law.

State Law

A number of states have family leave laws that provide leave benefits which exceed those available to employees under the FMLA. Employees should contact Human Resources at for additional information.

Employees should contact Human Resources at HR@accelschools.com for any FMLA questions they may have and for more detailed information on any additional rights or requirements, if applicable, under state law.

Employee Eligibility

To be eligible for FMLA Leave benefits, employees must: (1) have worked for the Company for a total of at least 12 months; (2) have worked at least 1,250 hours over the previous 12 months as of the start of the leave; and (3) work at a location where at least 50 employees are employed by the Company within 75 miles, as of the date the leave is requested. Eligibility requirements may differ for employees who have been on a protected military leave of absence. If employees are unsure whether they qualify, they should contact Human Resources.

Reasons for Leave

Federal and state laws allow FMLA Leave for various reasons. Because employees' legal rights and obligations may vary depending upon the reason for the FMLA Leave, it is important to identify the purpose or reason for the leave. FMLA Leave may be used for one of the following reasons, in addition to any reason covered by an applicable state family/medical leave law:

- The birth, adoption or foster care of an employee's child within 12 months following birth or placement of the child (Bonding Leave);
- To care for an immediate family member (spouse, child, or parent) with a serious health condition (Family Care Leave);
- An employee's inability to work because of a serious health condition (Serious Health Condition Leave);
- A "qualifying exigency," as defined under the FMLA, arising from a spouse's, child's, or parent's "covered active duty" (as defined below) as a member of the military reserves, National Guard or Armed Forces (Military Emergency Leave); or
- To care for a spouse, child, parent or next of kin (nearest blood relative) who is a "Covered Servicemember," as defined below (Military Caregiver Leave).

Length of Leave

The maximum amount of FMLA Leave will be 12 workweeks in any 12-month period when the leave is taken for: (1) Bonding Leave; (2) Family Care Leave; (3) Serious Health Condition Leave; and/or (4) Military Emergency Leave.

However, if both spouses work for the Company and are eligible for leave under this policy, the spouses will be limited to a total of 12 workweeks off between the two of them when the leave is for Bonding Leave or to care for a parent using Family Care Leave. The applicable "12-month period" utilized by the Company is a rolling 12-month period measured backward from the date an employee uses FMLA leave. Under this method, the 12-month period is measured backward from the day the employee uses any FMLA leave.

Intermittent or Reduced Schedule Leave

Under some circumstances, employees may take FMLA Leave intermittently, which means taking leave in blocks of time, or by reducing the employee's normal weekly or daily work schedule. An employee may take leave intermittently whenever it is medically necessary to

care for a seriously ill family member, or because the employee is seriously ill and unable to work. Please contact human resources at hr@accelschools.com for more detailed information on intermittent leave.

Notice and Certification

Bonding, Family Care, Serious Health Condition and Military Caregiver Leave Requirements
Employees are required to provide:

- When the need for the leave is foreseeable, 30 days advance notice or such notice as is both possible and practical if the leave must begin in less than 30 days (normally this would be the same day the employee becomes aware of the need for leave or the next business day);
- When the need for leave is not foreseeable, notice within the time prescribed by the Company's normal absence reporting policy, unless unusual circumstances prevent compliance, in which case notice is required as soon as is otherwise possible and practical;
- When the leave relates to medical issues, a completed Certification of Health-Care Provider form within 15 calendar days (for Military Caregiver Leave, an invitational travel order or invitational travel authorization may be submitted in lieu of a Certification of Health-Care Provider form);
- Periodic recertification (upon request); and
- Periodic reports during the leave.

Certification forms are available from Unum. At our expense, we may require a second or third medical opinion regarding the employee's own serious health condition or the serious health condition of the employee's family member. In some cases, we may require a second or third opinion regarding the injury or illness of a Covered Service Member. Employees are expected to cooperate with the Company in obtaining additional medical opinions that we may require.

When leave is for planned medical treatment, employees must try to schedule treatment so as not to unduly disrupt the Company's operation. Please contact Human Resources prior to scheduling planned medical treatment.

Compensation upon Return to Work

While FMLA is an unpaid, job-protected leave, you may be required to use all accrued and/or frontloaded paid time off while on leave before going on unpaid leave. Regular pay for 10-month salaried employees returning from FMLA Leave is subject to review and pro-ration for the remainder of the annual term. Pro-ration results when the employee's actual annual number of workdays is significantly lower than the number estimated at the start of the employment term.

Workers' Compensation and Family and Medical Leave

If you are eligible for FMLA and are on leave due to a workers' compensation injury that

meets the definition of “serious health condition,” the absence will also count towards your family and medical leave entitlement.

BEREAVEMENT LEAVE

Full-time and part-time regular employees may take up to three (3) days off work for the death of a spouse, registered domestic partner, civil union relationship, child, parent, sibling or comparable step-relation, and up to one (1) day off work for the death of all other family members. The eligible time off will be paid. Contact your supervisor as soon as reasonable to request time off for bereavement leave.

JURY DUTY AND WITNESS LEAVE

If you are summoned to jury duty or to appear in court as a witness, the school will continue your pay in accordance with FLSA and applicable law. If you are summoned to jury duty, ACCEL Schools will continue your pay for 5 days of jury service per calendar year. If you are required to serve more than 5 working days of jury service in a calendar year, you will be allowed additional time off without pay to complete the jury service. The school will continue to pay for this extended period of service in accordance with FLSA and applicable law. You must notify your supervisor as soon as it is known your jury duty will be extended.

To qualify for either jury or witness duty leave, you must submit a copy of the summons to your supervisor as soon as it is received. In addition, you must also submit to your supervisor a related proof of service when the period of jury or witness duty is completed. No adverse employment action will be taken against employees due to their service as either a juror or witness in state or federal courts.

PERSONAL LEAVE OF ABSENCE

You may be granted a leave of absence to attend to personal matters in situations in which the school determines that an extended period of time away from the job will be in your and the school’s best interest.

Requests for a personal leave of absence or any extension of a leave should be submitted in writing to your supervisor at least 30 days prior to commencement of the leave period or as soon as is practicable. Please ensure you are following call out procedures if in an emergency and contact your supervisor. Your supervisor will forward the request to the appropriate manager recommending approval or denial. Management will make the final decision concerning the request. While on approved leave, you are expected to report any change of status in your need for leave or your intention to return to work.

You may be required to use all accrued paid time off while on leave before going on unpaid leave. For information on health care coverage during a leave of absence, refer to the Continuation of Benefits policy. Benefits that accrue according to length of service, such as

paid time off, holiday, and sick days, do not accrue during periods of leave.

Regular pay for 10-month salaried employees returning from a personal leave is subject to review and pro-ration for the remainder of the annual term. Pro-ration results when the employee's actual annual number of workdays is significantly lower than the number estimated at the start of the employment term.

Upon return from a personal leave due to an illness or injury, you must provide a release to return to work. Any restrictions must be noted on the release. The Company will consider modifications or adjustments to help facilitate your return to work.

A personal leave of absence may not provide a guarantee of reinstatement to the same or similar position.

VOTING LEAVE

Employees are encouraged to fulfill their civic responsibility by voting in local, state and national elections. If you are unable to reach your polling place outside of work hours, you may take up to 2 hours of unpaid time off to vote. You are required to provide reasonable notice to your supervisor, and evidence of voting may be required.

MILITARY LEAVE

Federal law provides employees with the right to take leave in order to serve in the military. At the federal level, military leave rights are governed by the Uniformed Services Employment and Reemployment Rights Act, commonly referred to as USERRA. This policy discusses military leave under USERRA.

State laws may also provide an employee with rights to take military leave. If the employee works in a state that provides rights in addition to those provided under USERRA, the Company will provide those rights.

A leave of absence without pay for military or reserve duty or National Guard training will be granted to employees. The employee should submit copies of military orders to his or her supervisor as soon as possible. The employee may use any accrued but unused vacation time or paid time off. Exempt employees who perform any work in a week in which they also have military duty will be paid their full salary. Eligibility for reinstatement following a military leave of absence will be determined in accordance with applicable federal and state laws.

Regular pay for 10-month salaried employees returning from a military leave is subject to review and pro-ration for the remainder of the annual term. Pro-ration results when the employee's actual annual number of workdays is significantly lower than the number estimated at the start of the employment term.

If an employee plans to request leave based on military service, they should contact Human

Resources at HR@accelschools.com for more in-depth information on any additional rights or requirements, if applicable, under state law.

WORKERS' COMPENSATION LEAVE

When work-related accidents, injuries or illnesses occur, employees may be eligible for workers' compensation insurance benefits. The Company provides a comprehensive workers' compensation insurance program at no cost to employees and in accordance with applicable state law. This program covers most injuries or illnesses, sustained in the course of employment, that require medical, surgical, or hospital treatment. Subject to applicable legal requirements, workers' compensation insurance provides benefits or, if the employee is hospitalized, treatment immediately.

An employee who is injured and misses work must use available PTO hours to cover the days they are absent, if they wish to be paid. Additional compensation for missed work days is subject to state bureau of workers' compensation or Traveler's Insurance guidelines and policies. Contact your Human Resources or your Workers' Compensation claims adjuster for more details.

Regular pay for 10-month salaried employees returning from workers compensation is subject to review and pro-ration for the remainder of the annual term. Pro-ration results when the employee's actual annual number of workdays is significantly lower than the number estimated at the start of the employment term.

Reporting Work-Related Injury or Illness

Employees who sustain a work-related injury or illness should inform their supervisor immediately. No matter how minor an on-the-job injury may appear, it is important that it be reported immediately. All incident reports and documents must be completed and turned in to HR@accelschools.com. This will enable an eligible employee to qualify for coverage.

Leaves of Absence/Accommodation

Employees who need to take time off from work due to a workers' compensation illness or injury may also be eligible for a leave of absence under the Company's leaves of absence or reasonable accommodation policies. Employees should consult with Human Resources for additional information.

Return to Work

Employees who are ready to return to work following a workers' compensation-related leave of absence must supply a certification from a health care provider confirming the employee's ability to return to work.

Fraud

The Company will notify the workers' compensation insurance company if we have reason to believe an employee has supplied false or misleading information in connection with a claim and/or has filed a fraudulent claim. Workers' compensation fraud is a crime and may also be grounds for disciplinary action, up to and including termination of employment.

HANDBOOK ACKNOWLEDGMENT

I acknowledge that I have received the Company's Employee Handbook and accompanying state handbook supplements ("the Handbook"), dated July 1, 2021, and understand that violations of the policies contained in the Handbook including, but not limited to, the Anti-Harassment Policy, could result in disciplinary action, up to and including termination.

I understand I must repay the Company any vacation/PTO used but not accrued at the time my employment ends and/or for any loss or damage to company equipment or property, and I hereby authorize the Company to deduct such amounts from my final paycheck to the extent permitted by law. I also agree that if requested, I will complete a new deduction authorization form to facilitate such deductions.

I further agree and consent to all policies contained herein and understand that the information contained in the Handbook represents guidelines for the Company and that the Company reserves the right to modify the Handbook or amend or terminate any policy, procedure or employee benefit program at any time.

I further understand that the contents of the Handbook do not form a written employment contract for employment for a specific term or duration. My employment with ACCEL Schools is at-will unless a duly authorized employment agreement with ACCEL Schools provides otherwise.

I further understand that no manager, supervisor or other representative of the Company, other than the president or vice president, has any authority to change my at-will status or enter into any agreement guaranteeing employment for any specific period of time. I also understand that any such agreement, if made, will not be duly authorized and enforceable unless it is in writing and signed by both parties.

My signature below certifies that I understand the at-will employment relationship between the Company and myself.

I further understand that if I have any questions about the interpretation or application of any policies contained in the Handbook, I should direct these questions to the onsite supervisor.

Employee Signature

Date

Print Name

Please sign and return one acknowledgment to your supervisor and retain the other for your records.

EMPLOYEE RIGHTS UNDER THE FAMILY AND MEDICAL LEAVE ACT

THE UNITED STATES DEPARTMENT OF LABOR WAGE AND HOUR DIVISION

LEAVE ENTITLEMENTS



Eligible employees who work for a covered employer can take up to 12 weeks of unpaid, job-protected leave in a 12-month period for the following reasons:

- The birth of a child or placement of a child for adoption or foster care;
- To bond with a child (leave must be taken within one year of the child's birth or placement);
- To care for the employee's spouse, child, or parent who has a qualifying serious health condition;
- For the employee's own qualifying serious health condition that makes the employee unable to perform the employee's job;
- For qualifying exigencies related to the foreign deployment of a military member who is the employee's spouse, child, or parent.

An eligible employee who is a covered servicemember's spouse, child, parent, or next of kin may also take up to 26 weeks of FMLA leave in a single 12-month period to care for the servicemember with a serious injury or illness.

An employee does not need to use leave in one block. When it is medically necessary or otherwise permitted, employees may take leave intermittently or on a reduced schedule.

Employees may choose, or an employer may require, use of accrued paid leave while taking FMLA leave. If an employee substitutes accrued paid leave for FMLA leave, the employee must comply with the employer's normal paid leave policies.

While employees are on FMLA leave, employers must continue health insurance coverage as if the employees were not on leave.

Upon return from FMLA leave, most employees must be restored to the same job or one nearly identical to it with equivalent pay, benefits, and other employment terms and conditions.

An employer may not interfere with an individual's FMLA rights or retaliate against someone for using or trying to use FMLA leave, opposing any practice made unlawful by the FMLA, or being involved in any proceeding under or related to the FMLA.

An employee who works for a covered employer must meet three criteria in order to be eligible for FMLA leave. The employee must:

- Have worked for the employer for at least 12 months;
- Have at least 1,250 hours of service in the 12 months before taking leave;* and
- Work at a location where the employer has at least 50 employees within 75 miles of the employee's worksite.

*Special "hours of service" requirements apply to airline flight crew employees.

BENEFITS & PROTECTIONS

ELIGIBILITY REQUIREMENTS

REQUESTING LEAVE

Generally, employees must give 30-days' advance notice of the need for FMLA leave. If it is not possible to give 30-days' notice, an employee must notify the employer as soon as possible and, generally, follow the employer's usual procedures.

Employees do not have to share a medical diagnosis, but must provide enough information to the employer so it can determine if the leave qualifies for FMLA protection. Sufficient information could include informing an employer that the employee is or will be unable to perform his or her job functions, that a family member cannot perform daily activities, or that hospitalization or continuing medical treatment is necessary. Employees must inform the employer if the need for leave is for a reason for which FMLA leave was previously taken or certified.

Employers can require a certification or periodic recertification supporting the need for leave. If the employer determines that the certification is incomplete, it must provide a written notice indicating what additional information is required.

EMPLOYER RESPONSIBILITIES

Once an employer becomes aware that an employee's need for leave is for a reason that may qualify under the FMLA, the employer must notify the employee if he or she is eligible for FMLA leave and, if eligible, must also provide a notice of rights and responsibilities under the FMLA. If the employee is not eligible, the employer must provide a reason for ineligibility.

Employers must notify its employees if leave will be designated as FMLA leave, and if so, how much leave will be designated as FMLA leave.

ENFORCEMENT

Employees may file a complaint with the U.S. Department of Labor, Wage and Hour Division, or may bring a private lawsuit against an employer.

The FMLA does not affect any federal or state law prohibiting discrimination or supersede any state or local law or collective bargaining agreement that provides greater family or medical leave rights.



For additional information or to file a complaint:

1-866-4-USWAGE

(1-866-487-9243) TTY: 1-877-889-5627

www.dol.gov/whd

U.S. Department of Labor | Wage and Hour Division



CERTIFICATION, LICENSING AND OTHER REQUIREMENTS

- Professional employees must at all times maintain their certifications with the West Virginia Department of Education.
- All employees, and independent contractors and volunteers that have contact with children, must have valid child abuse and criminal background clearances. New background checks and clearances are required every five years.
- All board members, employees, contractors, and volunteers at any time during employment are required to report any new arrests or convictions for an offense that would create a ban on employment with children to an administrator in writing within seventy-two (72) hours.
- School Board Members, School employees, independent contractors and volunteers shall make a report of suspected child abuse if they have reasonable cause to suspect that a child is the victim of child abuse under any of the following circumstances:
 - Employee, independent contractor or volunteer comes into contact with the child in the course of employment, occupation and the practice of a profession through a regularly scheduled program, activity or service.
 - Employee, independent contractor or volunteer is directly responsible for the care, supervision, guidance or training of the child.
 - A person makes a specific disclosure to a school employee, independent contractor or volunteer that an identifiable child is the victim of child abuse.
 - An individual fourteen (14) years or older makes a specific disclosure to an employee, independent contractor or volunteer that s/he has committed child abuse.

Parent - Student Handbook

2022-2023

Enter School Name

[enter school web address](#)

It is the mission of **School Name** to provide all students with a content-rich, academically challenging education with a well-defined, sequential curriculum in a safe, orderly, disciplined environment. Academy students will learn to express themselves and utilize 21st-century computer technology to support learning in all major subjects. Academy is committed to providing a free appropriate, and socially responsible educational program. By equipping our young people with essential knowledge and skills, the Academy will help to fulfill dreams and motivate students to become whatever they so choose.

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- Appendix 1** Anti-Harassment, Anti-Intimidation or Anti-Bullying Policy
Appendix 2 Internet Safety Policy

****NOTICE****

The school is a community school established under Chapter 3314 of the Ohio Revised Code. The school is a public school and students enrolled in and attending the school are required to take proficiency tests and other examinations prescribed by law. In addition, there may be other requirements for students at the school that are prescribed by law. Students who have been excused from the compulsory attendance law for the purpose of home education as defined by the Administrative Code shall no longer be excused for that purpose upon their enrollment in a community school. For more information about this matter contact the school administration or the Ohio Department of Education.

Introduction

This Handbook was developed to answer many of the commonly asked questions that you and your parents may have during the school year. Become familiar with the following information and keep the Handbook available for reference by you and your parents. The term “parent” when used herein means an official caregiver of a minor child, including but not limited to mother, father, stepparent, grandparent, foster parent, or court-appointed guardian. If you have any questions about this Handbook, please contact the Principal. The Principal has similar authority and responsibilities as the superintendent of schools for a local district. This Handbook does not constitute a contract between the School and the student/parent, and the School reserves the right at its discretion to change or amend the handbook at any time in the future.

Cooperation, respect for others, and a sense of wonder are essential to learning. For this reason, the following regulations and guidelines have been outlined in this manual to assist in maintaining a positive learning environment.

School Hours

Breakfast: 7:30-8:00 a.m.

Instructional Start Time: 8:00 a.m.

Student Marked Tardy After: 8:05 a.m.

Instructional End Time: 3:30 p.m.

Definitions

Parent: Refers to any parent, guardian, foster caregiver, or caretaker.

I. Admission Information

A. Preference of Admission

Preference for admission shall be given to students attending the school the previous year, to students who reside in the district in which the school is located, and to siblings of students attending the school the previous year.

If enrollment exceeds capacity, the school will perform a blind, random lottery to determine what students are enrolled and what students are placed on a waiting list (in order of their selection). Any students who inquire about enrollment after the lottery is held will be placed on the waiting list on a first come, first served basis.

B. Kindergarten Entrance and Screening

Children entering the Kindergarten program must be five years of age on or before September 30th or qualify for early entrance under the School’s policy.

By November 1, of the school year, in which a kindergartener or first grader is enrolled for the first time, the child must be screened for vision, hearing, speech and communication, health and medical problems and any developmental disorders. If the screening reveals the possibility of potential learning needs, the District must provide a further assessment. A child's screening and assessment data cannot be used to determine eligibility to enter kindergarten. Furthermore, the screenings are not intended to diagnose an educational disability or to be used for placement procedures. Screening results help identify areas of individual development that require further assessment for educational programming, particularly for students who might benefit from early intervention, prevention, acceleration, and enrichment programs. A parent may sign a statement that they do not wish to have the child screened.

C. Registration and Enrollment

Registration and enrollment are two different steps in the process of becoming a student at the school. Registration initiates the first step in the two-step process. By registering, the parent expresses a desire to have his/her child attend the school. It does not mean the child will be enrolled in the school.

Parents/express the desire to have their child attend by:

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

Annual Verification Information:

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

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

The child is enrolled when:

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

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

D. Re-Enrollment

For those students presently attending the school, re-enrollment starts at the end of March or during the first week of April. Students are not automatically re-enrolled from school year to school year. All parents must state their intention to have their child/student be re-enrolled each school year. It is the responsibility of the parent to inform the school of any changes to their residency or contact information.

E. Non-Discrimination Policy

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

F. Health Certification and Immunization Requirements

State of Ohio Immunization Requirements for School Attendance

All new students are required to submit a copy of their Immunization Records within the first fourteen (14) days that they are enrolled. No student shall be permitted to remain in school for more than fourteen (14) days if the student has not met the minimum immunization requirements established by the Ohio department of health which may be accessed at <https://www.odh.ohio.gov>.

On the 15th day after school entrance, it will be necessary to exclude all students from the school who do not meet the above requirements.

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

G. Change of Address / Phone Number / Custody

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

II. Student and Parent Responsibilities

A. Behavior Guidelines

Effective learning cannot occur without an approach to student behavior that stresses self-discipline, consistent with the maturity level of the students. Discipline, which reflects the school's policy of non-violence, exists to promote an atmosphere favorable to concentration, attention, and creativity. In addition, discipline is a positive attempt to help all students realize that they are important, worthwhile, and capable of learning. In classroom management, teachers shall be fair, firm, consistent, and impartial, displaying sensitivity to the needs of the individual child.

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

- Knowing and obeying the rules; and
- Accepting responsibility for their behavior.

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

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

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

B. Code of Conduct

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

- Tardiness – Arriving later than scheduled*
- Truancy – Absent without permission*
- Dress Code Violation – Not adhering to school dress code regulation
- Disobedient/Disruptive Behavior – Unwillingness to submit to authority, refusal to respond to a reasonable request or any act that disrupts the orderly conduct of a school function; behavior that substantially disrupts the orderly learning environment (i.e., dress code violation, inappropriate language, cursing, inappropriate gestures)
- Cheating – To act dishonestly; copying of someone else's work; to deceive, take credit for work not done by the student himself/herself
- Profane/Obscene Language or Gestures Between/Toward Students or Staff – Use of unacceptable words, terms, or gestures to embarrass or insult another student or staff member
- Theft – To take the property of an individual or the school without right or permission
- Fighting/Violence – To participate in physical contact with one or more students with the intent to hurt or injure
- Use, Possession, Sale or Distribution of Tobacco Products
- Use, Possession, Sale or Distribution of Alcoholic Beverages
- Vandalism/Damage to School or Personal Property – Purposeful destruction, misuse or defacing of school or other's personal property
- Intimidation/Interference/Hazing of Student or Staff – Threatening to physically or verbally harm, interfere, or degrade another student or staff
- False Alarms/Bomb Threat – Purposefully engaging in a false alarm
- Use/Possession/Sale/Transmission/Concealment of any Drug or look-alike drug or other illegal or Controlled Substance
- Use, Possession, Sale or Distribution of a Firearm – Firearm has the same meaning as provided pursuant to the "Gun Free Schools Act of 1994."
- Use, Possession, Sale or Distribution of any Explosive, Incendiary or Poison Gas – Any destructive device, including a bomb, a grenade, or a rocket
- Unwelcome Sexual Conduct – Unwelcomed sexual advances, requests for sexual favors, other physical or verbal conduct or communication of a sexual nature, including gender-based harassment that creates an intimidating, hostile, or offensive education or work environment, i.e., pinching, grabbing, suggestive comments, gestures, jokes, or pressure to engage in sexual activity
- Harassment, Intimidation, or Bullying behavior (including by an electronic act) as defined in the school's Policy on Harassment, Intimidation, and Bullying (**Appendix 1**)
- Gang involvement – Participation in gang-related actions, dress, or activities

- Weapons – No student at any time, for any reason, shall possess, handle, transmit, or use any object, which can be reasonably considered a weapon in or on the property of the school, or any school-sponsored activity held away from the school property. For purposes of illustration, but without limitation, this rule shall include firearms, explosives, fireworks, and knives, including penknives, chemicals, and other dangerous objects, which are of no reasonable value to a student other than as a weapon. Possession of a “weapon” may result in immediate expulsion.
- Serious Bodily Injury – An incident that results in serious bodily injury to one’s self or others. Serious bodily injury is defined as “a bodily injury that involves substantial risk of death, extreme physical pain, protracted and obvious disfigurement, or protracted loss or impairment of the function of a bodily member or organ.”
- Wrongful Conduct – Actions not in the listing above that impede, obstruct, interfere, or violate the mission, philosophy, and regulations of the school or classroom, including any policies listed in this handbook or the Board of Director’s Board Policy Manual.

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

C. Dress Code

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

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

The Academy Administration are the prime enforcers of this policy.

The student dress code is as follows:

Girls

- Solid white blouse or knit shirt with collar
- Solid white garment worn under blouse**
- Solid dark blue, black, or khaki skirts to knee
- Solid dark blue, black, or khaki shorts to knee
- Solid dark blue or black jumpers to knee
- Solid dark blue, black, or khaki long pants
- Solid dark blue, black, or white socks, tights, or hosiery
- Solid black or dark brown conservative shoes OR solid black or white tennis shoes only
- Blouses must be tucked inside the pants or skirts

****If needed**

Boys

- Solid white dress shirt or knit shirt with collar
- Solid white t-shirt or undershirt worn under the shirt**
- Solid dark blue, black, or khaki long pants

- Solid dark blue, black, or khaki shorts to knee
- Solid dark blue, black, or white socks
- Solid black or dark brown conservative street shoes OR solid black or white tennis shoes only
- Shirts must be tucked inside the pants at the waist

Boys and Girls

- **ABSOLUTELY NO JEANS**
- School administration may make changes to the dress code during the school year if there is an article of clothing that is being worn that is a disruption to the learning environment. The school administration will first notify parents in writing that the changes are to be made. Students are expected to comply with changes that have been appropriately communicated.

Boys and Girls Physical Education Class Dress Code

All grades:

Tennis shoes must be worn on scheduled physical education days.

D. Attendance

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

The required attendance of students shall conform to the minimum standards prescribed by State Law. Therefore, absences from school should be only for illness or an emergency. In case of an absence from school:

- The parent must notify the school before the beginning of the school day from which his/her child will be absent. Calls are to be made to the school office. Within 120 minutes after the beginning of each school day, the school shall make at least one attempt in compliance with ORC 3321.141 (A)(2) to contact the parent/guardian for any student absent without legitimate excuse. Parents or a designated adult will be required to sign the child out when they leave and then sign in if they return. A sign-in/sign-out sheet is in the school office and a photo ID will be required.
- While permission will be given to keep a dental/doctor appointment during school hours, parents are encouraged to make these appointments for times other than class hours, if possible. Every tardy or absence (excused or unexcused) slows the progress of a child's development.
- Both "excused" and "unexcused" absences are counted toward the maximum allowable absences. The distinction is made between "excused" and "unexcused" absences for determining whether a student may have the opportunity to make up class work and whether disciplinary action is in order.
- **A student will be retained** in his/her present grade level if he/she has been truant for more than **10% of the required attendance days** of the current school year and has failed two or more of the required curriculum subject areas. A student may only be promoted under these circumstances if the school administrator and the student's teachers of any failed subject areas agree that the student is academically prepared to be promoted.
- Per state law, a student will be automatically withdrawn from school if the student does not have a legitimate excuse (see below "excused" absence from class) and **fails to participate in seventy-two (72) consecutive hours** of the learning opportunities offered to the students.
- Students who are habitually or excessively absent or tardy may be referred for interventions pursuant to the school's Attendance, Truancy and Withdrawal Policy.

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

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

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

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

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

E. Truancy

Generally

Attendance at school is key to achievement. Students are expected to attend school regularly and on time. Parents/guardians are encouraged to partner with the school to ensure attendance and timeliness.

Parents/guardians are encouraged to make any doctor, dentist, etc., appointments for times other than school hours.

No student shall be suspended or expelled based solely on the number of absences.

Excessive Absences

A student shall be considered excessively absent when the student is absent (with a non-medical excuse or without legitimate excuse) 38 or more hours in one school month or 65 or more hours in one school year.

When a student is excessively absent the School within seven days of the triggering absence will notify the student’s parents in writing of the student’s absence. The School will develop a truancy intervention plan which may include any applicable appropriate interventions contained in this policy.

Habitually Truant

A student shall be considered habitually truant when the student is absent without legitimate excuse for 30 or more consecutive hours, 42 hours or more in one school month, or 72 hours or more in a school year.

When a student is habitually truant:

1. Within seven days of the triggering absence:
 - a. The Superintendent, Principal, or Chief Administrator shall establish an absence intervention team. The team should be based on the needs of each individual student, but the team shall include at a minimum two representatives from the School, one of whom knows the student, and the student's parent/guardian/custodian/designee/guardian ad litem ("parent"). The team may also include a school psychologist, counselor, social worker, or representative of a public or nonprofit agency designed to assist students and their families in reducing absences.
 - b. The School shall make three meaningful good faith attempts to secure participation on the team by the student's parent/guardian/custodian/designee/guardian ad litem ("parent"). If the student's parent responds to any of those attempts, but is unable to participate for any reason, the School shall inform the parent of the parent's right to participate through a designee. If 7 school days elapse and the student's parent, fails to respond to the attempts to secure participation, the School shall do both of the following:
 - i. Investigate whether the failure to respond triggers mandatory reporting to the public children services agency for the county in which the child resides in the manner described in section 2151.421 of the Ohio Revised Code; and
 - ii. Develop an intervention plan for the student notwithstanding the absence of the child's parent.
2. Within 10 days of the triggering absence, the student will be assigned to the selected absence intervention team.
3. Within 14 days after the assignment of the team, the School will develop an absence intervention plan for that student in an effort to reduce or eliminate further absences. Within 7 days after developing the plan, the School shall make reasonable efforts to provide written notice of the plan to the student's parent/guardian.
4. If the student does not make progress on the plan within 61 days or continues to be excessively absent, the School will file a complaint in the juvenile court.
5. In the event that a student becomes habitually truant within 21 school days prior to the last day of instruction of a school year, the School may, in its discretion, assign one school official to work with the student's parent/guardian/custodian/designee/guardian ad litem to develop an absence intervention plan during the summer. If the School selects this method, the plan shall be implemented not later than 7 days prior to the first day of instruction of the next school year. In the alternative, the School may toll the time periods to accommodate for the summer months and reconvene the absence intervention process upon the first day of instruction of the next school year.

Reporting

The School shall report as soon as practical to the Ohio Department of Education: when a notice of excessive absence is submitted to a parent; when a student meets the definition of habitually truant; when a student has been adjudicated an unruly child for being an habitual truant violates the court order regarding that adjudication; when an absence intervention plan has been implemented.

If the student is violating a court order regarding the student's adjudication as an unruly child for being habitually truant, the Board hereby authorizes the school's administrator or his/her designee to inform the student and parent/guardian of the violation and to notify the Juvenile Court.

The School may take legal action against the parent/guardian pursuant to ORC 3321.20 or ORC 3321.38 if a student is not attending school.

See the Attendance, Truancy and Automatic Withdrawal policy in the Board Policy Manual for more information.

F. Tardy Policy

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

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

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

Tardiness is only excused for the same reasons as absences.

G. Suspension and Expulsion Procedures

The school recognizes that exclusion from the educational program is a serious sanction and that suspension and expulsion must follow due process mandates. Additionally, the school will comply with all state and federal law pertaining to students with disabilities.

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

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

Students in grades kindergarten through third grade will only be suspended in accordance with the Board's Suspension and Expulsion Policy.

Suspension:

The administrator or designee may suspend a student from the school for not more than ten school days. If at the time a suspension is imposed there are fewer than ten school days remaining in the school year in which the incident that gives rise to the suspension takes place, the principal may require the student to participate in a community service program or another alternative program for a number of hours equal to the remaining suspension period. The student shall be required to begin the program during the first full weekday of the summer break. A principal may not apply the remaining suspension period to the following year.

Except in the case of a student given an in-school suspension, no student shall be suspended unless prior to the suspension the administrator does both of the following:

- (1) Gives the student written notice of the intention to suspend the student and the reasons for the intended suspension;
- (2) Provides the student an opportunity to appear at an informal hearing before the administrator or designee and challenge the reason for the intended suspension or otherwise to explain the student's actions.

The School shall provide students an opportunity to complete any classroom assignments missed because of an in-school or out-of-school suspension. Students shall be entitled to receive at least partial credit for a completed assignment; however, reasonable grade reduction may be made on account of a student's suspension. The School shall not assess a failing grade for a completed assignment solely on account of the student's suspension.

Expulsion:

The superintendent may expel a student from the school for a period not to exceed the greater of eighty school days or the number of school days remaining in the semester or term in which the incident that gives rise to the expulsion takes place. If at the time an expulsion is imposed, there are fewer than eighty school days remaining in the school year in which the incident that gives rise to the expulsion takes place, the superintendent may apply any remaining part or all of the expulsion period to the following school year. No student shall be expelled under this policy unless, prior to the student's expulsion, the Superintendent does both of the following:

- (1) Gives the student and the student's parent, guardian, or custodian written notice of the intention to expel the student;
- (2) Provides the student and the student's parent, guardian, custodian, or representative an opportunity to appear in person before the superintendent or superintendent's designee to challenge the reasons for the intended expulsion or otherwise to explain the student's actions. The notice required under this section shall include the reasons for the intended expulsion, notification of the opportunity of the student and the student's parent, guardian, custodian, or representative to appear before the superintendent or superintendent's designee to challenge the reasons for the intended expulsion or otherwise to explain the student's action, and notification of the time and place to appear. The time to appear shall not be earlier than three nor later than five school days after the notice is given, unless the superintendent grants an extension of time at the request of the student or the student's parent, guardian, custodian, or representative. If an extension is granted after giving the original notice, the superintendent shall notify the student and the student's parent, guardian, custodian, or representative of the new time and place to appear.

Unless a student is permanently excluded, the superintendent shall expel a pupil for a period of one year for bringing a firearm to the school, to an extracurricular event, or onto any other property controlled by the Board of Directors of the school. "Firearm" has the same meaning provided in the "Gun-Free Schools Act," a "firearm means (A) any weapon (including a starter gun) which will or is designed to or may readily be converted to expel a projective by the action of an explosive; (B) the frame or receiver of any such weapon; (C) any firearm muffler or firearm silencer; or (D) any destructive device, which includes a bomb grenade, a rocket having a propellant charge of more than four ounces, a missile having an explosive or incendiary charge of more than one-quarter ounce, a mine, or similar device. This definition would also

include any weapon that will, or that may be readily converted to, expel a projectile by the action of an explosive or other propellant, and that has a barrel with a bore of more than one half in diameter. The term does not include an antique firearm. The superintendent may reduce the expulsion time on a case by case basis based upon the student's overall record at the school.

Permanent Exclusion

A student may be permanently excluded from attending any school in the state if the student is convicted of, or adjudicated a delinquent child for, committing an act that would be a criminal offense if committed by an adult, when the student was sixteen years of age or older if the act is one of the following:

- Illegal conveyance or possession of deadly weapon or dangerous ordnance or of object indistinguishable from firearm in school safety zone in violation of R.C. 2923.11.
- Carrying a concealed weapon, trafficking in drugs or possession of controlled substances, if the violation was committed on property owned or controlled by the school or at a school activity in violation of R.C. 2923.12, R.C. 2925.03, and/or R.C. 2925.11.
- Aggravated murder, murder, voluntary manslaughter, involuntary manslaughter, felonious assault, aggravated assault, rape, gross sexual imposition, or felonious sexual penetration in violation of R.C. 2903.01, R.C. 2923.02, R.C. 2903.03, R.C. 2903.04, R.C. 2903.11, R.C. 2903.12, R.C. 2907.02, R.C. 2907.05, and/or the former section R.C. 2907.12 if the violation was committed on property owned or controlled by the school or a school activity if the victim at the time of the commission of the act was an employed at the school.
- Complicity in any of the above violations regardless of whether the act of complicity was committed on property owned or controlled by, or at an activity held under the auspices of, the school.

If the superintendent of the school obtains or receives proof that a student has been convicted of committing or adjudicated a delinquent child for the commission when the student was sixteen years of age or older of one or more of the above, the superintendent may issue to the school's governing authority a request that the student be permanently excluded from public school attendance in Ohio, if both of the following apply:

(1) After obtaining or receiving proof of the conviction or adjudication, the superintendent or the superintendent's designee determines that the student's continued attendance in school may endanger the health and safety of other students or school employees and gives the student and the student's parent, guardian, or custodian written notice that the superintendent intends to recommend that the governing authority adopt a resolution requesting the superintendent of public instruction to permanently exclude the student from public school attendance.

(2) The superintendent or the superintendent's designee forwards to the governing authority the superintendent's written recommendation that includes the determinations the superintendent or designee made pursuant to this policy and a copy of the proof the superintendent received showing that the student has been convicted of or adjudicated a delinquent child for a violation listed in this section that was committed when the student was sixteen years of age or older.

The school shall follow all requirements for permanent exclusion as described by ORC 3313.66, including providing notice of the possibility of permanent exclusion with each suspension and expulsion notice.

Emergency Removal:

If a student's presence poses a continuing danger to persons or property or an ongoing threat of disrupting the academic process taking place either within a classroom or elsewhere on the school premises, the

superintendent or principal or assistant principal may remove a student from curricular activities or from the school premises or a teacher may remove a student from curricular activities under the teacher's supervision without the notice and hearing requirements of this policy. A teacher may remove a student from curricular activities under the teacher's supervision, without the notice and hearing requirements. As soon as practicable after making such a removal, the teacher shall submit in writing to the principal the reasons for such removal.

If a student is removed under this Emergency Removal section from a curricular activity or from the school premises, written notice of the hearing and of the reason for the removal shall be given to the pupil as soon as practicable prior to the hearing, which shall be held on the next school day after the initial removal is ordered. The hearing shall be held in accordance with suspension provisions of this policy unless it is probable that the student may be subject to expulsion, in which case a hearing in accordance with the expulsion provisions of this policy shall be held, except that the hearing shall be held on the next school day after the date of the initial removal. The individual who ordered, caused, or requested the removal to be made shall be present at the hearing.

A student in grades kindergarten through three may be removed pursuant to Emergency Removal procedures only for the remainder of the school day and shall be permitted to return to curricular and extra-curricular activities the following school day. A student in grades kindergarten through three subjects to emergency removal shall not be suspended or expelled unless the student has committed an act described in ORC 3313.668 (B)(1)(a) or (b). A student that returns to school based on this paragraph shall not be subject to the emergency removal hearing procedures.

Right to Appeal to Board:

Within one school day after the time of a student's expulsion or suspension, the superintendent or principal shall notify in writing the parent, guardian, or custodian of the student and the Board of Directors of the school of the expulsion or suspension. The notice shall include the following reasons for the expulsion or suspension and notification of: (1) the right of the student or the student's parent, guardian, or custodian to appeal the expulsion or suspension to the Board of Directors of the school or to its designee; (2) the right to be represented in all appeal proceedings; (3) the right to be granted a hearing before the Board of Directors of the school or its designee in order to be heard against the suspension or expulsion; (4) and the right to request that the hearing be held in executive session. The notice shall specify the manner and date by which the student or the student's parent, guardian, or custodian shall notify the school's Board of Directors of the student's, parent's, guardian's, or custodian's intent to appeal the expulsion or suspension to the board or its designee. If the superintendent expels a student under this section for more than twenty school days or, for any period of time, if the expulsion will extend into the following semester or school year, the notice shall provide the student and the student's parent, guardian, or custodian with information about services or programs offered by public and private agencies that work toward improving those aspects of the student's attitudes and behavior that contributed to the incident that gave rise to the student's expulsion. The information shall include the names, addresses, and phone numbers of the appropriate public and private agencies.

If the student or the student's parent, guardian, or custodian intends to appeal the expulsion or suspension to the Board of Directors of the school or its designee, the student or the student's parent, guardian, or custodian shall notify the Board of Directors of the school in the manner and by the date specified in the notice. The student or the student's parent, guardian, or custodian may be represented in all appeal proceedings and shall be granted a hearing before the Board of Directors of the school or its designee in to be heard against the suspension or expulsion. At the request of the student or of the student's parent, guardian, custodian, or attorney, the Board of Directors of the school or its designee may hold the hearing

in executive session but shall act upon the suspension or expulsion only at a public meeting. The Board of Directors of the school, by a majority vote of its full membership or by the action of its designee, may affirm the order of suspension or expulsion, reinstate the student, or otherwise reverse, vacate, or modify the order of suspension or expulsion. The Board of Directors of the school or its designee shall make a verbatim record of hearings held under this division. The decisions of the Board of Directors of the school or its designee may be appealed under Chapter 2506 of the Ohio Revised Code.

This policy shall not be construed to require notice and hearing in the case of normal disciplinary procedures in which a student is removed from a curricular activity for a period of less than one school day and is not subject to suspension or expulsion.

For purposes of this policy, the Board of Directors appoints the Operator as its designee.

Discipline for Students with Disabilities

Consistent with this policy, to the extent the principal may order removal of a student without disabilities, the principal may remove a student with a disability, but not for more than ten (10) school days.

After a child with a disability has been removed from the child's current placement for ten (10) school days in the same school year, during any subsequent days of removal, the school must provide services.

If a child is removed for a period of time exceeding ten (10) school days and the behavior was not determined to be a manifestation of the disability, the student must continue to receive educational services and receive a functional behavioral assessment and behavioral intervention services.

Change in Placement

The school will notify the parent of the removal decision that constitutes a change in placement for a student with a disability and provide the parent with a copy of the notice of procedural safeguards on the same day as the date of the removal decision.

A change in placement will occur when:

- a removal is for more than ten (10) consecutive school days; or
- a series of removals constitute a pattern because
 - the removals cumulate to more than ten (10) school days in a school year,
 - the behavior of the student is substantially similar to prior incidents, and
 - factors such as the length of each removal, the total amount of time the student is removed, and the proximity of the removals to one another have occurred.

Manifestation Determination

Within ten school days of any decision to change the placement of a child with a disability due to a violation of the code of student conduct, the school, parent, and relevant members of the IEP team must review all relevant information in the student's file to determine:

1. If the conduct in question was caused by, or had a direct and substantial relationship to the child's disability or
2. If the conduct was a direct result of the school's failure to implement the IEP.

If either of these two conditions are found to exist, the conduct must be determined to be a manifestation of the disability.

If the IEP team and other qualified personnel determine that the student's behavior was not related to the disability, the relevant disciplinary procedures applicable to students without disabilities may be applied to the student in the same manner in which they would be applied to students without disabilities.

If the IEP team determines that the student's behavior was a manifestation of the disability, the school must either:

1. Conduct a functional behavioral assessment, or,
2. If the behavioral plan has already been developed, review the behavioral intervention plan and the implementation plan, and modify them if necessary.
 - a. The child must return to the placement from which the child was removed unless the parent and the school district agree to a change of placement as part of the modification of the behavioral intervention plan.

School personnel may remove a student to an interim alternative educational setting for not more than forty-five school days without regard to whether the behavior is a manifestation of the disability if the student:

1. Carries a weapon to or possesses a weapon at school, on school premises, or to a school function;
2. Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance while at school, on school premises, or at a school function; or
3. Has inflicted serious bodily injury upon another while at school, on school premises, or at a school function.

Students removed under this section must continue to receive services and receive a functional behavioral assessment and behavioral intervention services.

Appeals

If a parent disagrees with any decision regarding placement or the manifestation determination decision made by the IEP team, the parent may request a hearing. Whenever a hearing is requested, the school will comply with the procedures for an expedited due process hearing.

H. Withdrawal Policies and Procedures

Voluntary Withdrawal

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

Mandatory Withdrawal – 72 Consecutive Hours

Per Ohio law, students must be withdrawn if they are absent for 72 consecutive hours and have not provided the school with documentation of approved excused absences. The student's parent will be sent a notification in accordance with the Attendance, Truancy, and Automatic Withdrawal Policy. If a student reaches 72 consecutive hours missed, he or she will be withdrawn. Final withdrawal letters will be sent to the parent and the appropriate truancy procedures will begin.

III. Academics

A. Curriculum

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

B. Assessment and Intervention

Assessment is an ongoing evaluation of student progress at all grade levels and in all courses. Classroom assessment occurs daily and includes such strategies as observations, oral presentations, reports, role-playing, reviews, projects, homework, quizzes, and tests. In addition, grades K through 3 will complete diagnostic assessments, and grades 3 through 8 will complete required state testing. Nationally normed assessments will also be administered for grades K through 8. These assessments are mandatory for all students.

Intervention is supplemental instruction based on student needs, designed to provide remediation, reinforcement, enrichment, or support for student learning about specified student performance objectives.

State law requires that each school district in Ohio assess reading skills for students in kindergarten, first, second and third grades by September 30th of each year to determine whether they are reading at grade level. If a student is not reading at grade level, the school will notify the parent or guardian and the school will provide intervention services to improve the student's reading performance. If the student does not attain the required level of reading competency by the end of third grade, he/she must be retained. A copy of the complete Reading Skills Assessments and Interventions Policy, including information regarding the midyear promotion of retained students, is available from the administrator.

C. Make-Up Work

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

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

Make-up work will not be provided for unexcused absences or suspensions.

It is strongly suggested that absences not occur during state testing week(s).

D. Report Cards

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

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

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

The grading scale, K-8, is as follows:

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

E. Parent / Teacher Conferences

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

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

F. Open House

Open house will be held during the month of September or October. Parents will be notified of the exact dates and are encouraged to attend.

IV. School Operations

A. School Day, Arrival and Dismissal

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

B. Illness

Parents are encouraged to examine their child each morning before sending him/her to school to see if any signs or symptoms of illness are present.

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

C. Emergency Phone Calls

Parents should not call the school for the delivery of messages to children, except in cases of emergency.

Students may give the school's phone number to relatives for emergency purposes only. The main office will take a message and forward it to a student as soon as possible.

Students are not permitted to use school phones without approval from school personnel.

D. Early School Dismissal

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

E. Emergency School Closings

Should it be necessary to close the school for weather or other unforeseen emergencies, information will be given over radio and television stations. Usually, if the city school district in which the school is located is closed, the school will also close; however, this is not always the case. Consequently, parents are asked to monitor their television or radio to be certain. Primary contacts receive automated phone calls to alert of the school closing.

F. Cars / Parking / Buses

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

G. Breakfast / Lunch

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

Some ACCEL schools participate in the Community Eligibility Provision (CEP) food program. Students at schools participating in the program may receive breakfast and/or lunch at no cost to the family.

H. Recess

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

I. Textbooks

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

J. Money

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

K. Lost and Found

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

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

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

L. Student Photographs

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

M. Visitors

Visitors are required (for the safety and security of everyone) to report to the school office before their visit to a classroom or other parts of the building. All visitors must sign in upon arrival, sign out before leaving the building, and wear a visitor's identification badge while in the building. Visitors are not to approach students and should always be escorted by a staff member while in the building.

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

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

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

N. Volunteer Program

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

Please note: Recurring volunteers will be required to comply with the school's background check policies.

O. Field Trips

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

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

P. Classroom Parties

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

Q. Cell Phones

The school understands that students come to school with cell phones for a variety of reasons. Students who have phones at school must not have them out during class nor may they disrupt class order or instruction. If the student does not comply with a request to put the phone away or to turn it off, the phone will be taken to the office and locked in the safe until the parent can come to retrieve it.

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

R. Personal Items Brought to the School

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

Please Note: The school is not responsible for replacement of lost, damaged, or stolen items brought to school.

S. Stolen Items

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

T. Backpacks, Desks, Lockers and Other Personal Storage Areas

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

Upon authorization of the search team, including the administrator or designee, backpacks, desks, and other personal storage areas may be searched at any time for any reason. The search team may at any time, with reasonable suspicion, call upon the assistance of the local police authorities to conduct a search of backpacks, desks, and other personal storage areas, and the contents contained therein, as provided in the **Search Policy** attached as **Appendix 2**.

U. Pesticide Notice and Log Policy

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

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

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

V. Health and Safety

The school provides a safe and clean environment and takes precautions to protect students and staff.

The building doors are locked during the school day. Entrance to the building is by office permission. Closed circuit cameras cover all entrances and are placed at strategic locations throughout the building.

A. Reporting Injuries

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

B. Health Clinic

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

C. Emergency Medical Authorizations

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

D. Medication Administration

Per Ohio Revised Code Section 3313.716 students are permitted to possess and use a metered dose or dry powder asthma inhaler to alleviate or prevent asthmatic symptoms at the school.

Per Ohio Revised Code Section 3313.718(B) and 3314.03(A)(11)(d) students are permitted to carry and use an epinephrine auto-injector to treat anaphylaxis (an intense allergic reaction). In order for a student to properly possess or use an epinephrine auto injector at the school written approval from the student's physician and parent must be signed and received by the school.

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

"Written Approval" hereunder must include the following information:

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

Should any information regarding the medication change, the parent must submit a revised written statement. All medications must be in the prescribed container.

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

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

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

Students with Diabetes

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

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

- vii. Any severe adverse reactions that should be reported to the prescriber and one or more phone numbers at which the prescriber can be reached in an emergency
- viii. Special instructions for administration of the drug, including sterile conditions and storage
- c. The parent agrees to submit a revised statement upon any changes.
- d. The person administering the drug has a copy of the statement.
- e. The medication is in the prescribed container.

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

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

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

No later than the last day of December of each year, the Board shall report to the Ohio Department of Education, the following information:

1. The number of students enrolled during the previous school year;
2. The number of errors associated with the administration of diabetes medication during the previous school year.

E. Food Allergy Action Plan

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

F. Vision, Hearing, and Scoliosis Screening

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

G. Eye Protective Devices

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

- flying particles
- molten materials
- acids, caustic, or explosive materials

- chemical oases or vapors
- potentially injurious light radiation
- welding, milling, sawing, drilling, turning, shaping, cutting, grinding, buffing

H. Wellness Program

In light of the Child Nutrition and Women, Infants, and Children (WIC) Reauthorization Act of 2004 by Congress, the school recognizes the role it can play in building nutrition knowledge and skills in students to promote healthy eating and physical activity choices. This law requires local education agencies participating in a program authorized by the National School Lunch Act or the Child Nutrition Act of 1966 to develop a local wellness policy. The passing of the Healthy, Hunger-Free Kids Act of 2010 added provisions to expand upon the previous local wellness policy requirement of the 2004 Act. The school supports student health and wellness. For further information regarding the Wellness Policy, refer to the Board of Director's Board Policy Manual.

I. Reporting Child Abuse / Neglect

When any staff member suspects abuse or neglect, he/she will first notify the building administrator. The staff member will then call the local reporting agency in the presence of the administrator. The staff member will document the notification. All reports are to be confidential. For further information regarding reporting of child abuse or neglect, refer to the Board of Director's Board Policy Manual.

J. Technology and Internet Safety

As more fully outlined in the school's Technology and Internet Safety Policy attached as **Appendix 2** to this handbook, the use of technology is a privilege and an important part of the school's overall curriculum. The school will, from time to time, make determinations on whether specific uses of technology are consistent with school policies for students and employees of the school but does not warrant that the technology resources will meet any specific requirements of the student or other users, or that it will be error-free or uninterrupted. The school always reserves the right to monitor and log technology use, to monitor file server space utilization by users, and examine specific network usage (as may be deemed necessary) for maintenance, safety or security of the technology resources or the safety of the user.

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

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

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

- Altering system technology, including but not limited to, software or hardware;
- Placing unauthorized information, computer viruses or harmful programs on or through the computer system in either public or private files or messages;
- Obtaining, viewing, downloading, transmitting, disseminating, or otherwise gaining access to or disclosing materials the school believes may be unlawful, obscene, pornographic, abusive, harmful

- to minors or otherwise objectionable;
- Using technology resources for commercial, political, or other unauthorized purposes – the school technology resources are intended only for educational use;
- Intentionally seeking information on, obtaining copies of, or modifying files, other data, or passwords belonging to other users;
- Disrupting technology through abuse of the technology, including but not limited to, hardware or software;
- Malicious uses of technology through hate mail, harassment, bullying, profanity, vulgar statements, or discriminating remarks;
- Interfering with others' use of technology;
- Installation of software without consent of the school;
- Violating the conditions of federal and Ohio law dealing with students and employees' rights to privacy;
- Violating copyright laws by illegally downloading or installing music, any commercial software, shareware, or freeware;
- Damaging any technology devices;
- Allowing anyone else to use an account other than the account holder; and
- Other unlawful or inappropriate behavior.

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

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

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

K. Harassment, Intimidation, Bullying

As more fully set forth in the school's Policy on Harassment, Intimidation and Bullying, including by an electronic act, and attached as **Appendix 1** to this handbook, harassment, intimidation, or bullying behavior is strictly prohibited, and students who are determined to have engaged in such behavior are subject to disciplinary action, which may include counseling, suspension, or expulsion from school. The school's commitment to addressing harassment, intimidation, and bullying, however, involves a multi-faceted approach, which includes education and the promotion of a school atmosphere in which this behavior will not be tolerated by students, faculty or school personnel.

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

L. Prohibited Gang Activity

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

The term “gang” is defined as any non-school sponsored group of students with secret and/or exclusive membership, whose purposes or practices include unlawful or anti-social behavior as well as actions that threaten the welfare of others

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

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

These activities may include things such as recruiting students for membership in a gang and threatening or intimidating other students or staff against their will to promote the common purpose and design of any gang.

M. Drug-Free School

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

N. Weapon-Free School

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

- A weapon is anything that is commonly used or designed to hurt someone or to put someone in fear (examples: guns, knives, knuckles, clubs, box-cutters, etc.).
- A dangerous instrument is anything that although not specifically designed to hurt someone, can be used to hurt someone, or put someone in fear (examples: belts, combs, compasses, etc.).
- An explosive is any substance that can potentially generate a release of mechanical or chemical energy (examples: firecrackers, cherry bombs, gun shells, etc.).

- Any object that closely resembles a weapon or explosive and could put persons in fear for their safety is included in this category (examples: starter pistols, pellet guns, toy guns, smoke bombs, etc.).

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

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

VI. School Records

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

A. Current Information

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

B. Request for Records

The school secretary will request student records from the previous school(s) upon completion of enrollment. Pursuant to the Ohio Revised code, the requested records must be received within fourteen (14) days. If the records are not received within fourteen (14) days or if the previous school indicates there are no records, the local law enforcement agency will be notified regarding the possibility that the student may be a missing child. All fees are due at the time of record release.

C. Student Directory Information

While FERPA permits schools to adopt a policy allowing the release of Directory Information Policy under which “directory information” concerning students may be released to the public under certain circumstance, schools are not required to do so. Whereas the school has not adopted such a policy, the school’s practice in compliance with FERPA is not to release education records or personally identifiable information in the absence of explicit consent from a parent or student over the age of eighteen.

D. Audio-Visual Information

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

E. Release of Student Records

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

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

Release or inspection of student records will be handled in accordance with the Board of Director's Student Records Policy.

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

F. Non-Custodial Parent Record Request

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

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

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

The stepparent does not have access to the stepchild's records unless the stepparent has adopted the child, the natural parent has given power of attorney, or the natural parent himself/herself shows the record to the stepparent.

G. Protection of Pupil Rights Amendment (PPRA) Notification

Description of Intent

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

Rights Afforded by the PPRA

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

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

Notification Procedures

The school will work to develop and adopt policies regarding these rights in consultation with parent. The school will also work to make arrangements to protect student privacy in the administration of Protected Information Surveys and the collection, disclosure, or use of personal information for marketing, sales, or other distribution purposes.

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

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

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

Reporting a Violation

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

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

VII. Child Find

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

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

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

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

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

VIII. Parents' Right to Know Teacher Qualifications

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

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

IX. Parent Involvement Policy

The school recognizes that the involvement of parents (hereinafter including guardians/caretakers/foster caregivers) and families in their children's education is critical to students' success. In order to accomplish the goal of welcoming, encouraging, and promoting parental/family involvement, the school shall:

1. Create a welcoming school climate.
 - Provide a welcome packet for all parents visiting the school, including important school contact information, school calendar and information about the vision and mission of the school.
 - Have teachers make personal contacts with families through e-mail, phone calls or home visits.
 - Hold an open house, prior to school opening, at which families can meet their children's teachers, tour the school building, and meet other families.
2. Provide families information related to child development and creating supportive learning environments.
 - Provide information for parents on typical development and appropriate parent and school expectations for various age groups.
 - Print suggestions for parents on home conditions and activities that support learning at each grade level.
 - Partner with local agencies to provide resources to families.
3. Establish effective school-to-home and home-to-school communication.
 - Provide information for parents on homework policies and on monitoring and supporting student work at home.
 - Send home student work for parent review and comment.
 - Allow access so families can frequently monitor their children's progress.
 - Clearly communicate school policies to all families.
 - Establish formal mechanisms for families to communicate to administrators and teachers as needed (e.g., phone numbers, e-mail addresses, weekly hours for families to call or meet).
 - Create a "suggestion or comment" box (electronic or onsite) for families to anonymously provide their questions, concerns and recommendations.
4. Strengthen families' knowledge and skills to support and extend their children's learning at home and in the community.

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

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

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

6. Connect students and families to community resources that strengthen and support students’ learning and well-being.

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

X. Complaint Procedure

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

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

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

XI. Non-Discrimination and Title IX/Section 504 Notice

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

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

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

Title IX Coordinator

ACCEL Schools
Vice President of Operations
4700 Rockside Road
Suite #345
Independence, OH 44131
216-583-5095

Section 504 Coordinator

ACCEL Schools
Vice President of Operations
4700 Rockside Road
Suite #345
Independence, OH 44131
216-583-5095

XII. Homeless Policy

The School provides an educational environment that treats all students equally. Every homeless student shall have access to the same free and appropriate educational opportunities as students who are not homeless. Accordingly, the School will enroll each homeless student in the school determined to be in the student's best interest. This commitment to the educational rights of homeless or unaccompanied youth applies to all services, programs, and activities provided or made available. The School shall fully comply with McKinney-Vento Homeless Assistance Act. The School shall designate a staff member to be the school liaison for homeless students ("School Liaison"). The School shall display the contact information for the School Liaison in the building. Homeless issue awareness training shall be provided to all staff members. All questions and concerns of the staff members should be referred to the School Liaison.

The School Liaison for Homeless Students shall ensure that the parent or guardian of a homeless student and any unaccompanied youth is:

- Assisted in accessing transportation to the selected school
- Provided assistance in exercising the right to attend the school of his/her choice
- Serviced without being labeled as homeless by school personnel
- Provided the information in this policy in a manner and form understandable to the parent or guardian, and if necessary, in the native language of the parent or guardian
- Assisted in the Dispute Resolution process as outlined herein

Eligibility:

A student may be considered eligible for services as a “Homeless Child” under the McKinney-Vento Homeless Assistance Act if he or she is presently living:

- With other persons due to loss of housing, economic hardship, or a similar reason (sometimes referred to as “doubling up”)
- In a shelter, temporary shared housing, or transitional living program
- In emergency or transitional shelters
- In a hotel/motel, campground, or similar situation due to lack of alternatives
- At a bus or train station, park, car, or abandoned building, public spaces, substandard housing
- In a temporary or transitional foster care placement or awaiting placement
- Abandonment in hospitals
- A primary nighttime residence that is a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings
- Migratory students

Placement: The School shall make school placement determinations on the basis of the best interest of the student. To the extent feasible, homeless students are kept in the school of origin unless doing so is contrary to the wishes of the student’s parent or guardian or otherwise not in the best interest of the student.

To the extent feasible, the School shall comply with a request made by parents regarding school placement regardless of whether the student lives with the homeless parents or is temporarily residing elsewhere.

Immediate Enrollment: Should a dispute arise over eligibility, school selection, or enrollment the dispute resolution procedures shall be followed as provided herein and the student shall be immediately enrolled during the pendency of the dispute and all appeals. Proof of residence, birth certificate, immunization records, and other documentation cannot serve as a barrier to enrollment in a school.

School Selection: The eligible student has the right to select from the following schools:

- The school he/she attended when permanently housed (School of Origin)
- The school in which he/she was last enrolled (School of Origin)
- The school in the attendance area in which he/she currently resides (School of Residency)

Participation in Programs: Eligible students have a right to access all of the school's programs and services on the same basis as all other students, including special education, school breakfast and lunch, and any extra-curricular activities.

Transportation: Any eligible student attending his/her School of Origin has a right to transportation to and from the School of Origin.

Dispute Resolution: The student, parent or guardian has the right to appeal any School determination of eligibility, school selection, or enrollment. The School Liaison will guide the student, parent or guardian through the entire dispute resolution process. The School Liaison will assist in both the local and state-level appeals process, if necessary. This includes recording evidence that will be used to write an appeal if a parent, guardian or unaccompanied youth cannot do so by him or herself and providing access to School materials, such as copiers and fax machines.

Should a dispute arise over eligibility, school selection, or enrollment in a school the following procedure is to be followed:

1. The School shall immediately enroll the child/unaccompanied youth in the school in which he/she is seeking enrollment, pending resolution of the dispute, including all appeals. Enrollment for these purposes is defined as attending classes and participating fully in school activities.
2. Upon determination of eligibility, enrollment, or school selection, the School will provide a written explanation of any decisions made to parents, guardians or unaccompanied youth. The School should use Attachment 1 in order to capture all relevant information. Regardless of what form is used, the written explanation should be easy to understand and free of jargon. When appropriate, the School will translate the decision into the recipient's dominant language. At a minimum, the written explanation of how the School reached its decision regarding eligibility, school selection, or enrollment will include:
 - A description of the action that the School proposed or refused
 - An explanation of why the School proposed or refused the action
 - A description of any other options the School considered
 - The reasons why the School rejected any other options
 - A description of any other factors relevant to the School's decision and information related to the eligibility or best interest determination. (This includes the facts, witnesses and evidence relied upon and their sources.)
 - Appropriate timelines to ensure any relevant deadlines are met
 - Contact information for the School liaison and state homeless education coordinator and a brief description of their roles
 - Notice to the recipient of their right to file an appeal, including step-by-step instructions of how to file an appeal
3. The School will refer the student, parent or guardian to the School Liaison who will initiate the dispute resolution process as quickly as possible. The Liaison will make sure that the Schools follows the dispute resolution process. The Liaison also must ensure that unaccompanied youth receive the same rights to appeal the School's eligibility, school selection or enrollment decision as parents and guardians. The role

of the Liaison is to assist the student, parent or guardian through the duration of the dispute resolution process. The process will be open and transparent among those involved.

4. Following an appeal at the School level, if the student, parent or guardian still disagrees with the determination, they may appeal to the Ohio Department of Education. The School Liaison will forward all written documentation and related documents to the state coordinator for Homeless Education at the Ohio Department of Education. The School Liaison may use Attachment 2 to help capture all relevant information. Upon receipt of any requested documentation, the state coordinator for Homeless Education will investigate the dispute and request applicable documentation. The Ohio Department of Education will make a decision within 15 school days from the receipt of all necessary materials. The Department will provide the final decision to the School superintendent, building principal, School Liaison, and parent, guardian or unaccompanied youth. All parties must immediately adhere to the final determination.

Disclaimer: Parent-Student Handbook is based in significant part on policies contained in the Board Policy Manual adopted by the Board of Directors. Those Board Policies are incorporated by reference into the provisions of this Handbook. The Policies are periodically updated in response to changes in the law and other circumstances. Therefore, there may have been changes to the policies provided in this Handbook since it was printed and disseminated in July 2020. If anything in this Parent-Student Handbook conflicts with a Board Policy, the Board Policy Manual shall supersede the Parent-Student Handbook. If you have questions or would like more information about a specific policy or document, contact the School principal.

COVID – 19

By signing the contract page of this handbook, we acknowledge that we are aware that the symptoms of COVID-19 **may include** fever, chills, muscle pain, cough, sore throat, shortness of breath/difficulty breathing, and/or new loss of taste or smell **(This list does not include all possible symptoms. CDC will continue to update its website as we learn more about COVID-19. See <https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html>)**. We acknowledge that if **my child**/Student develops these symptoms or comes into contact with a person that is suspected/confirmed of having COVID-19 that the parent/ guardian will immediately contact the School. We agree to support and adhere to guidelines for safety. For updated information and resources regarding COVID-19, please visit www.coronavirus.ohio.gov or <https://www.cdc.gov/coronavirus/2019-ncov/index.html>.

Parent/Student Handbook Contract
2022-2023

Student's Name: _____ Grade: _____
PRINT

Parent's/Guardian's Name: _____
PRINT

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

Agreed to by:

Student's Signature: _____ Date: _____

Parent / Guardian's Signature: _____ Date: _____

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

Media Release

STUDENT INFORMATION FORM

Please print clearly:

_____ Age _____
Name of participating student

School

_____ grade
city/town/zip

TO BE COMPLETED BY PARENT or GUARDIAN:

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

_____ date
Signature of parent or guardian

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

Financial Policies

Description of Internal Control Procedures

Fiscal Management Overview

The Academy strives to reflect sound economic and accounting policies in the operation of its school and believes that having established procedures and strong internal controls is an integral part of delivering its educational model and achieving its mission of serving at-risk youth.

The following specifically addresses the policies, procedures, and internal control practices the school will follow.

Fiscal Management Procedures

As described more fully later on in this application, the management organization will manage the day-to-day operations of the school, including facilities management, equipment, purchasing, technology, operational support services, human resources and training, grant management and financial reporting and compliance. As a result, the accounting policies and procedures defined herein are applicable to the management organization and/or the Governing Authority as specified.

I. PAYROLL

The management organization's Human Resources Department is responsible for monitoring the hiring of employees, authorizing salaries, initiating employment contracts and maintaining the staffing levels.

All approved employment contracts by the management organization and other required employee data are entered into the payroll system and forwarded to the payroll department for processing on the pay dates. All contracts are paid over 26 pays and are pro-rated for varying dates of hire.

Before each pay, any changes (new hire, termination, pay increase, etc.) are forwarded by the administrative staff working at the school to the Human Resources department for review and entering into the personnel records. Approved changes are then forwarded to the payroll manager and reviewed for reasonableness prior to being given to the payroll processors.

The administrative staff is responsible for reporting staff absences and the use of substitute employees. Absentee reports are submitted on Friday of each pay period. These reports are submitted to the Human Resources department and are used to update employee leave balances. Leave taken without sufficient leave balances are docked from the employee's pay.

All insurances and other deductions are submitted to the Human Resources department on the required forms and maintained in the employee personnel file. Such deductions are made from the employees' pay once approved by the Human Resources department.

II. PURCHASING

The management organization is responsible for assuring that all purchases against the assigned budget are appropriate and necessary.

The purchasing process is initiated when the Administrator at the school or their designee submits a purchase requisition request to the Purchasing Department. Once approved by the Purchasing Manager, a pre-numbered purchase order is generated and signed by the manager. The order is then placed directly with the specified vendor.

When required or appropriate, the school will follow and meet all of the requirements of the procurement laws as dictated in the State Code.

III. RECEIVING

Once goods and services are received, the outstanding purchase order is then closed. This is done electronically and signals to the Accounts Payable Department that payment for the order is now authorized. A copy of the closed purchase order is printed and attached to the invoice at the time of payment.

IV. ACCOUNTS PAYABLE

All vendor invoices for purchases in connection with the day-to-day operation of the school are received and retained by the Finance Department. Once an invoice is received it is matched to the closed purchase order and reviewed for reasonableness or obvious errors. (Invoices are verified by checking extensions, footing, discounts and freight terms.) Once the documents are matched, the Accounts Payable clerk will assign the specific accounts that should be charged in relation to the type of expense incurred. The account distribution is verified and any necessary changes are noted on the invoice.

The invoices to be paid are then entered into the school's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the Controller. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the Controller approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the Accounts Payable clerk and presented to the Controller for a final review. Once approved, the check is then authorized for release.

No manual checks are authorized without the consent of the Controller.

All bank accounts are reconciled on a monthly basis by the Controller's assistant. The Controller then reviews and approves the completed reconciliation. Any necessary adjustments to the general ledger are made at the time of reconciliation.

Governing Authority

All vendor invoices for purchases in connection with the Governing Authority's operational expenses are received and retained by the Governing Authority's fiscal officer.

The invoices to be paid are then entered into the school's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the fiscal officer. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the fiscal officer approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the fiscal officer and presented to the Board President and Board Treasurer for a final review. Once approved, the check is then authorized for release.

V. TRAVEL

Employees working at the school are entitled to reimbursement of business related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form (provided by the Finance Department) and completed with all the required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual and their immediate supervisor.

All employees are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

Approved reports are submitted to the Accounts Payable group for processing.

Governing Authority

Governing Authority members of the school are entitled to reimbursement of business related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form (provided by the Fiscal Officer) and completed with all the required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual and approved by the Board President and Board Treasurer.

Governing Authority members are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

VI. CASH RECEIPTS

All monies received directly by the school are receipted on pre-numbered, 3-ply, receipts. The pre-numbered receipts prepared for monies collected must include the payer, date, amount, fund,

receipt code and a description of payment. The person initiating the receipt will sign the receipt. The original receipt is given to the payer, a designated copy is forwarded to the Fiscal Officer and the person initiating the receipt retains the third copy.

All cash collections are deposited into the appropriate bank account on a regular, if not daily, basis. All deposits are then recorded in the general ledger by the Fiscal Officer.

The majority of cash collections will be received electronically by the school's bank via EFT/ACH. Such deposits will be recorded to the general ledger at the time of receipt.

VII. Accounts Receivable

To the extent required, the Finance Department will generate invoices to outside entities/ agencies. Such invoices will be generated through the accounting system, reviewed by the Controller and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Finance Department will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system.

On a regular basis, no less than monthly, outstanding invoices left unpaid will be Reviewed for collectability by the Controller. Action to be taken on uncollectible accounts will be determined at that time based on the specific circumstances that may exist.

Governing Authority

To the extent required, the Fiscal Officer will generate invoices to outside entities/ agencies. Such invoices will be generated through the accounting system, reviewed by the Fiscal Officer and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Fiscal Officer will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system.

On a regular basis, no less than monthly, outstanding invoices left unpaid will be Reviewed for collectability by the Fiscal Officer. Action to be taken on uncollectible accounts will be determined at that time based on the specific circumstances that may exist.

VIII. INVESTMENTS

The school will maintain all monies and cash balances in an interest-bearing checking account. Interest generated on balances maintained is credited by the financial institution on a monthly basis. The amount of interest earned is receipted and recorded to the general ledger when the credit is received.

Note: Initially, the school will not maintain any investments beyond interest bearing instruments available through its financial institution. At such time that the school is able to consider a more diverse investment strategy, a board-approved Investment Policy will be put in place to specifically address the types of instruments the school will be invested in as permitted by law.

IX. FIXED ASSETS

The school will follow a policy of capitalizing individual assets costing greater than \$5,000.

The school through the direction of the management organization's Finance Department will maintain a record of all assets meeting the criteria for capitalization and owned by the school in a fixed asset database.

The database shall include than the following information:

- Asset tag number
- Description
- Serial number (if available)
- Check number
- Acquisition date
- Location
- Estimated life

All depreciation related to the maintaining of these assets will be calculated by the database.

At least annually, a physical inventory of the school will be performed by the management organization's Finance Department.

All requests for removal of surplus property, deletions and discards must be approved by the Governing Authority. All requests must be processed through the management organization's Finance Department. In no case should equipment be removed or discarded without prior authorization from the Governing Authority.

X. GRANT PROGRAMS

All applications for supplemental grant funding through State and/or Federal sources require approval of the Governing authority.

Upon receipt of an award notice, a budget document is prepared and submitted to the Controller for review and processing. New award budgets are presented to the school's governing board and then forwarded to the State Department of Education for approval.

Final approved budgets are returned to the Controller and are made part of the school's operating budget. The Finance Department/ Controller monitors grant award budgets. The program Coordinator acts as a control agent and is responsible for monitoring any specific compliance issues related to the grant.

XI. MONTH END PROCEDURES

On a monthly basis, the Fiscal Officer will produce a standard set of financial statements that will consist of no less than the following components:

- Statement of Net Assets (Balance Sheet)

- Statement of Changes in Net Assets (Income Statement) Budget versus Actual Comparison
- Check Register
- Bank Reconciliation

These documents will be presented to the Governing Authority at the regularly scheduled meetings for approval.

Internal Control Policies and Procedures

The school has established the following procedures to maintain internal control over all assets. The purpose for establishing internal control is to provide reasonable assurance that the school will accomplish its objectives of safeguarding assets, providing accurate financial information, promoting operational efficiency and ensuring compliance with laws, regulations and established school policies and procedures.

In order to provide a comprehensive description of the internal control practices the school will follow in the performance of its fiscal management procedures, an internal control checklist has been provided.

Aside and apart from the major transaction cycles described in the checklist, the school also has internal control procedures in place to address the following two areas:

AUDIT

The school will receive an annual independent financial audit by a qualified auditing firm. The auditor will perform the audit in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards to determine whether the financial statements fairly present the financial position of the school, whether internal controls over financial reporting have been properly designed and implemented, and whether the school has complied with all applicable laws and regulations.

BUDGET

The school will prepare and adopt an annual budget. The Operating Budget is prepared under the direction of the Governing Authority and Controller. The final decision making authority with regard to budget issues rests with the Governing Authority with input from the Controller.

Increases, decreases and adjustments to the final operating budget throughout the year are presented to the Governing Authority for approval. Once approved, the change is recorded in the budget and the financial records of the school by the Controller. A revised budget is then issued and becomes the operating budget for the school.

At each regular meeting of the Governing Authority and upon close of each fiscal year, the Controller determines the actual results as compared to budget and presents the results to the Governing Authority.

Internal Control Checklist

GENERAL

1. Are accounting records kept up-to-date and balanced monthly?
2. Is a standard chart of accounts with descriptive titles in use?
3. Are adequate and timely reports prepared to insure control of operations?
 - a. Daily reports
 - b. Monthly financial statements
 - c. Comparison of actual results with budget
 - d. Cash and other projections
4. Does the owner/Governing Authority take an active interest in the financial affairs and reports available?
5. Are personal expenses kept separate from business expenses?
6. Are employees who are in a position of trust bonded?
7. Are director/employees required to take annual vacations and are their duties covered by another?
8. Are monthly bank reconciliations reviewed by owner/director?
9. Do employees appear to be technically competent?
10. Are job descriptions prepared?
11. Are there any separation of duties?
12. Is there utilization of machine accounting and/or EDP in the preparation of financial reports, accounts receivable, etc.?
13. Are Minutes up to date and complete?
14. Are governmental reporting requirements being complied with in a timely manner?
15. Is insurance maintained in all major cases and is this coverage reviewed periodically by a qualified individual?

PAYROLL

16. Is owner/director acquainted with all employees and does he or she approve all new hires and changes of pay rates?
17. Is there a folder for each employee that contains an employment application, W-4, authorizations for deductions, etc.?
18. Are there controls to prevent the payroll from being inflated without the knowledge of owner/director by fictitious employees or padded hours?
19. Does the owner/director sign all payroll checks?
20. Is the payroll bank reconciliation prepared by someone other than the bookkeeper?
21. Is the payroll paid from a separate interest bank account?

CASH RECEIPTS

22. Is mail opened by director/owner or someone other than the bookkeeper?
23. Does the client have adequate documentation of cash receipts?
24. Are checks immediately endorsed for deposit only, deposited promptly and intact?
25. Are over-the-counter receipts controlled by cash register, prenumbered receipts, etc., and are these reviewed by owner/director?

26. Are checks returned by the bank followed up for subsequent disposition?

ACCOUNTS RECEIVABLE

27. Are work orders, sales orders, shipping documents and invoices prenumbered and controlled?
28. Are sales invoices reviewed for price, terms, extensions and footings?
29. Is an aged trial balance prepared monthly, reconciled to the general ledger and reviewed by the owner/director?
30. Are monthly statements:
 - e. Reviewed by owner/director?
 - f. Mailed to all accounts?
 - g. Are zero and credit balance statements mailed?
31. Are write-offs, credit memos and special terms approved by the owner/director?
32. Is there sufficient separation of the receipts function and the application of payments to the accounts receivable?
33. Are notes and other receivables under separate control?
34. Do adequate controls exist to assure receipts from miscellaneous sales (scrap, fixed assets, rents, vending machines, etc.)?

ACCOUNTS PAYABLE, PURCHASES, DISBURSEMENTS

1. Are pre-numbered purchase orders used and are these approved by owner/director?
2. Are competitive bids required above prescribed limits?
3. Are payments made from original invoices?
4. Are supplier statements compared with recorded liabilities?
5. Are all disbursements made by pre-numbered checks?
6. Is the owner/director's signature required on all checks?
 - a. Does owner/director sign checks only when they are accompanied by original supporting documentation?
 - b. Is the documentation adequately cancelled to prevent reuse?
7. Is there evidence that the following items have been checked before invoices are paid?
 - a. Prices, discounts, sales tax
 - b. Extensions and footings
 - c. Receipt of goods or services
 - d. Account distribution
8. Are voided checks retained and accounted for?
9. Is there a petty cash fund?
 - a. If so, is there a responsible employee designated as a custodian of the fund?

INVESTMENTS

1. Is there effective utilization of temporary excess funds?
2. Is income from investments accounted for periodically?

PROPERTY, PLANT & EQUIPMENT

35. Are there detailed and updated records to support general ledger totals for assets and accumulated depreciation?
36. Is the owner/Governing Authority acquainted with assets owned, and is approval required for sale or acquisition?
37. Are there physical safeguards against theft or loss of small tools and other highly portable equipment?

Is there a policy distinguishing capital and expense items?

Accounting Policies and Procedures

Description of Internal Control Procedures

Fiscal Management Overview

Accel Schools strives to reflect sound economic and accounting policies in the operation of its schools. The school believes that having established procedures and strong internal controls is an integral part of delivering its educational model and achieving its mission of serving at-risk youth.

The following specifically addresses the policies, procedures, and internal control practices the school will follow.

Fiscal Management Procedures

As described more fully later on in this application, the management organization will manage the day-to-day operations of the school, including facilities management, equipment, purchasing, technology, operational support services, human resources and training, grant management and financial reporting and compliance. As a result, the accounting policies and procedures defined herein are applicable to the management organization and/or the Governing Authority as specified.

I. PAYROLL

The management organization's Human Resources Department is responsible for monitoring the hiring of employees, authorizing salaries, initiating employment contracts and maintaining the staffing levels.

All approved employment contracts by the management organization and other required employee data are entered into the payroll system and forwarded to the payroll department for processing on the pay dates. All contracts are paid over 24 pays and are pro-rated for varying dates of hire.

Before each pay, any changes (new hire, termination, pay increase, etc.) are forwarded by the administrative staff working at the school to the Human Resources department for review and entering into the personnel records. Approved changes are then forwarded to the payroll manager and reviewed for reasonableness prior to being given to the payroll processors.

The administrative staff is responsible for reporting staff absences and the use of substitute employees. Absentee reports are submitted on Friday of each pay period. These reports are submitted to the Human Resources department and are used to update employee leave balances. Leave taken without sufficient leave balances are docked from the employee's pay.

All insurances and other deductions are submitted to the Human Resources department on the required forms and maintained in the employee personnel file. Such deductions are made from the employees' pay once approved by the Human Resources department.

II. PURCHASING

The management organization is responsible for assuring that all purchases against the assigned budget are appropriate and necessary.

The purchasing process is initiated when the Administrator at the school or their designee submits a purchase requisition request to the Purchasing Department. Once approved by the

Purchasing Manager, a pre-numbered purchase order is generated and signed by the manager. The order is then placed directly with the specified vendor.

When required or appropriate, the school will follow and meet all of the requirements of the procurement laws as dictated in the Revised Code.

III. RECEIVING

Once goods and services are received, the outstanding purchase order is then closed. This is done electronically and signals to the Accounts Payable Department that payment for the order is now authorized. A copy of the closed purchase order is printed and attached to the invoice at the time of payment.

IV. ACCOUNTS PAYABLE

All vendor invoices for purchases in connection with the day-to-day operation of the school are received and retained by the Finance Department. Once an invoice is received it is matched to the closed purchase order and reviewed for reasonableness or obvious errors. (Invoices are verified by checking extensions, footing, discounts and freight terms.) Once the documents are matched, the Accounts Payable clerk will assign the specific accounts that should be charged in relation to the type of expense incurred. The account distribution is verified and any necessary changes are noted on the invoice.

The invoices to be paid are then entered into the school's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the Accel Finance Representative. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the Accel Finance Representative approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the Accounts Payable clerk and presented to the Accel Finance Representative for a final review. Once approved, the check is then authorized for release.

No manual checks are authorized without the consent of the Accel Finance Representative.

All bank accounts are reconciled on a monthly basis by the Accel Finance Representative assistant. The Accel Finance Representative then reviews and approves the completed reconciliation. Any necessary adjustments to the general ledger are made at the time of reconciliation.

Governing Authority

All vendor invoices for purchases in connection with the Governing Authority's operational expenses are received and retained by the Governing Authority's Accel Finance Representative.

The invoices to be paid are then entered into the school's accounting system and then posted to the general ledger. A report of the amounts to be paid is generated by the system and reviewed by the Accel Finance Representative. Selected checks are then cut and sent to vendors on at least a weekly basis. If special circumstances warrant and the Accel Finance Representative approves, checks may be cut outside of the normal check run.

The checks are signed by a laser signature. The checks and the appropriate back-up documents are then assembled by the Accel Finance Representative and presented to the Board President and Board Treasurer for a final review. Once approved, the check is then authorized for release.

V. TRAVEL

Employees working at the school are entitled to reimbursement of business related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form (provided by the Finance Department) and completed with all the required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual and their immediate supervisor.

All employees are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

Approved reports are submitted to the Accounts Payable group for processing.

Governing Authority

Governing Authority members of the school are entitled to reimbursement of business related expenses associated with their performance of official school business.

Where applicable, all reimbursements are processed in accordance with U.S. GSA (General Services Administration) guidelines with respect to per diem and mileage rates.

Reimbursement requests must be submitted on a standard form (provided by the Accel Finance Representative) and completed with all the required information (dates, places, business purpose, amount). All requests, with the exception of mileage, shall be accompanied by an original receipt to evidence the expense incurred. Finally, all requests must be signed by the individual and approved by the Board President and Board Treasurer.

Governing Authority members are eligible for reimbursement of travel related expenses upon return from their trip. Prepayment for meals and/or lodging is not allowable.

VI. CASH RECEIPTS

All monies received directly by the school are receipted on pre-numbered, 3-ply, receipts. The pre-numbered receipts prepared for monies collected must include the payer, date, amount, fund, receipt code and a description of payment. The person initiating the receipt will sign the receipt. The original receipt is given to the payer, a designated copy is forwarded to the Accel Finance Representative and the person initiating the receipt retains the third copy.

All cash collections are deposited into the appropriate bank account on a regular, if not daily, basis. All deposits are then recorded in the general ledger by the Accel Finance Representative .

The majority of cash collections will be received electronically by the school's bank via EFT/ACH. Such deposits will be recorded to the general ledger at the time of receipt.

VII.Accounts Receivable

To the extent required, the Finance Department will generate invoices to outside entities/agencies. Such invoices will be generated through the accounting system, reviewed by the Accel Finance Representative and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Finance Department will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system.

On a regular basis, no less than monthly, outstanding invoices left unpaid will be Reviewed for collectability by the Finance Department. Action to be taken on uncollectible accounts will be determined at that time based on the specific circumstances that may exist.

Governing Authority

To the extent required, the Finance Department will generate invoices to outside entities/ agencies. Such invoices will be generated through the accounting system, reviewed by the Finance Department and sent to the appropriate party for collection.

Upon collection of monies due on a particular invoice, the Finance Department will follow the cash receipt procedures previously described and close out the outstanding amount in the accounting system.

On a regular basis, no less than monthly, outstanding invoices left unpaid will be Reviewed for collectability by the Accel Finance Representative . Action to be taken on uncollectible accounts will be determined at that time based on the specific circumstances that may exist.

VIII. INVESTMENTS

The school will maintain all monies and cash balances in an interest-bearing checking account. Interest generated on balances maintained is credited by the financial institution on a monthly basis. The amount of interest earned is receipted and recorded to the general ledger when the credit is received.

Note: Initially, the school will not maintain any investments beyond interest bearing instruments available through its financial institution. At such time that the school is able to consider a more diverse investment strategy, a board-approved Investment Policy will be put in place to specifically address the types of instruments the school will be invested in as permitted by law.

IX. FIXED ASSETS

The school will follow a policy of capitalizing individual assets costing greater than \$5,000.

The school through the direction of the management organization's Finance Department will maintain a record of all assets meeting the criteria for capitalization and owned by the school in a fixed asset database.

The database shall include than the following information:

- Asset tag number
- Description
- Serial number (if available)
- Check number
- Acquisition date
- Location
- Estimated life

All depreciation related to the maintaining of these assets will be calculated by the database.

At least annually, a physical inventory of the school will be performed by the management organization's Finance Department.

All requests for removal of surplus property, deletions and discards must be approved by the Governing Authority. All requests must be processed through the management organization's Finance Department. In no case should equipment be removed or discarded without prior authorization from the Governing Authority.

X. GRANT PROGRAMS

All applications for supplemental grant funding through State and/or Federal sources require approval of the Governing authority.

Upon receipt of an award notice, a budget document is prepared and submitted to the Finance Department for review and processing. New award budgets are presented to the school's governing board and then forwarded to the State Department of Education for approval.

Final approved budgets are returned to the Finance Department and are made part of the school's operating budget. The Finance Department monitors grant award budgets. The program Coordinator acts as a control agent and is responsible for monitoring any specific compliance issues related to the grant.

XI. MONTH END PROCEDURES

On a monthly basis, the Accel Finance Representative will produce a standard set of financial statements that will consist of no less than the following components:

- Statement of Net Assets (Balance Sheet)
- Statement of Changes in Net Assets (Income Statement) Budget versus Actual Comparison
- Check Register
- Bank Reconciliation

These documents will be presented to the Governing Authority at the regularly scheduled meetings for approval.

Internal Control Policies and Procedures

The school has established the following procedures to maintain internal control over all assets. The purpose for establishing internal control is to provide reasonable assurance that the school will accomplish its objectives of safeguarding assets, providing accurate financial information, promoting operational efficiency and ensuring compliance with laws, regulations and established school policies and procedures.

In order to provide a comprehensive description of the internal control practices the school will follow in the performance of its fiscal management procedures, an internal control checklist has been provided.

Aside and apart from the major transaction cycles described in the checklist, the school also has internal control procedures in place to address the following two areas:

AUDIT

The school will receive an annual independent financial audit by a qualified auditing firm. The auditor will perform the audit in accordance with Generally Accepted Accounting Principles (GAAP), Generally Accepted Auditing Standards (GAAS) and Government Auditing Standards to determine whether the financial statements fairly present the financial position of the school, whether internal controls over financial reporting have been properly designed and implemented, and whether the school has complied with all applicable laws and regulations.

BUDGET

The school will prepare and adopt an annual budget. The Operating Budget is prepared under the direction of the Governing Authority and Accel Finance Representative . The final decision making authority with regard to budget issues rests with the Governing Authority with input from the Accel Finance Representative .

Increases, decreases and adjustments to the final operating budget throughout the year are presented to the Governing Authority for approval. Once approved, the change is recorded in the budget and the financial records of the school by the Accel Finance Representative . A revised budget is then issued and becomes the operating budget for the school.

At each regular meeting of the Governing Authority and upon close of each fiscal year, the Accel Finance Representative determines the actual results as compared to budget and presents the results to the Governing Authority.

Internal Control Checklist

GENERAL

1. Are accounting records kept up-to-date and balanced monthly?
2. Is a standard chart of accounts with descriptive titles in use?
3. Are adequate and timely reports prepared to insure control of operations?
 - a. Daily reports
 - b. Monthly financial statements
 - c. Comparison of actual results with budget
 - d. Cash and other projections
4. Does the owner/Governing Authority take an active interest in the financial affairs and reports available?
5. Are personal expenses kept separate from business expenses?
6. Are employees who are in a position of trust bonded?
7. Are director/employees required to take annual vacations and are their duties covered by another?
8. Are monthly bank reconciliations reviewed by owner/director?
9. Do employees appear to be technically competent?
10. Are job descriptions prepared?
11. Are there any separation of duties?

12. Is there utilization of machine accounting and/or EDP in the preparation of financial reports, accounts receivable, etc.?
13. Are Minutes up to date and complete?
14. Are governmental reporting requirements being complied with in a timely manner?
15. Is insurance maintained in all major cases and is this coverage reviewed periodically by a qualified individual?

PAYROLL

1. Is owner/director acquainted with all employees and does he or she approve all new hires and changes of pay rates?
2. Is there a folder for each employee that contains an employment application, W-4, authorizations for deductions, etc.?
3. Are there controls to prevent the payroll from being inflated without the knowledge of owner/director by fictitious employees or padded hours?
4. Does the owner/director sign all payroll checks?
5. Is the payroll bank reconciliation prepared by someone other than the bookkeeper?
6. Is the payroll paid from a separate interest bank account?

CASH RECEIPTS

1. Is mail opened by director/owner or someone other than the bookkeeper?
2. Does the client have adequate documentation of cash receipts?
3. Are checks immediately endorsed for deposit only, deposited promptly and intact?
4. Are over-the-counter receipts controlled by cash register, prenumbered receipts, etc., and are these reviewed by owner/director?
5. Are checks returned by the bank followed up for subsequent disposition?

ACCOUNTS RECEIVABLE

1. Are work orders, sales orders, shipping documents and invoices prenumbered and controlled?
2. Are sales invoices reviewed for price, terms, extensions and footings?
3. Is an aged trial balance prepared monthly, reconciled to the general ledger and reviewed by the owner/director?
4. Are monthly statements:
 - a. Reviewed by owner/director?
 - b. Mailed to all accounts?
 - c. Are zero and credit balance statements mailed?
5. Are write-offs, credit memos and special terms approved by the owner/director?

6. Is there sufficient separation of the receipts function and the application of payments to the accounts receivable?
7. Are notes and other receivables under separate control?
8. Do adequate controls exist to assure receipts from miscellaneous sales (scrap, fixed assets, rents, vending machines, etc.)?

ACCOUNTS PAYABLE, PURCHASES, DISBURSEMENTS

1. Are pre-numbered purchase orders used and are these approved by owner/director?
2. Are competitive bids required above prescribed limits?
3. Are payments made from original invoices?
4. Are supplier statements compared with recorded liabilities?
5. Are all disbursements made by pre-numbered checks?
6. Is the owner/director's signature required on all checks?
 - a. Does owner/director sign checks only when they are accompanied by original supporting documentation?
 - b. Is the documentation adequately cancelled to prevent reuse?
7. Is there evidence that the following items have been checked before invoices are paid?
 - a. Prices, discounts, sales tax
 - b. Extensions and footings
 - c. Receipt of goods or services
 - d. Account distribution
8. Are voided checks retained and accounted for?
9. Is there a petty cash fund?
 - a. If so, is there a responsible employee designated as a custodian of the fund?

INVESTMENTS

1. Is there effective utilization of temporary excess funds?
2. Is income from investments accounted for periodically?

PROPERTY, PLANT & EQUIPMENT

1. Are there detailed and updated records to support general ledger totals for assets and accumulated depreciation?
2. Is the owner/Governing Authority acquainted with assets owned, and is approval required for sale or acquisition?
3. Are there physical safeguards against theft or loss of small tools and other highly portable equipment?

Is there a policy distinguishing capital and expense items?

**RELEASE OF STUDENT RECORDS, PRIVACY,
AND F.E.R.P.A. POLICY**

(An Ohio Not-for-Profit Corporation)

The Governing Authority (the “Board”) of **XYZ Academy** (the “School”), a not-for-profit corporation organized under the laws of the State of West Virginia, hereby resolves as follows:

IT IS RESOLVED that the Family Educational Rights and Privacy Act (FERPA) affords parents and students 18 years or older certain rights with respect to the student’s education records. These rights include:

- The right to inspect and review the student’s education records.
- The right to request the amendment of the student’s education records that are believed to be inaccurate and the right to a hearing if the request is not honored.
- The right to file a complaint with the U.S. Department of Education regarding the alleged violation of FERPA.

The right to consent to the disclosure of personally identifiable information within the student’s records, unless disclosure otherwise is authorized by law or unless disclosure is made to school officials with legitimate educational interests. A school official is a person employed by the School as an administrator, supervisor, instructor, or support staff member (including health or medical staff and law enforcement unit personnel); a person serving on the School Board; a person or company with whom the School has contracted to perform a special task (such as an attorney, auditor, medical consultant or therapist); or a parent or student serving on an official committee, such as a disciplinary or grievance committee, or assisting another school official in performing his or her tasks. A school official has a legitimate educational interest if the official needs to review an education record in order to fulfill his or her professional responsibility.

IT IS FURTHER RESOLVED that the following is designated as “directory information,” which may be disclosed without prior written consent: a student’s name, address, telephone number, grade, date of graduation, extracurricular participation, achievement awards or honors earned, weight and height if a member of an athletic team, photograph and parents names.

IT IS FURTHER RESOLVED that parents have the right to submit a written request to the school, preferably within two weeks after the first day the student is enrolled in a school year, directing the school not to release directory information concerning their child to third parties. Examples of third parties include PTOs, Booster organizations, the media and military recruiters. According to Ohio Revised Code, public schools are prohibited from releasing directory information to third parties who intend to use the information for profit making ventures.

IT IS FURTHER RESOLVED that the school shall comply as follows:

Article I
Purpose

The Privacy Law Policy of the the School has been established to set forth requirements of the Department of Education, Revised Code and the Family Educational Rights Privacy Policy Act (FERPA) of 1974, as amended, designed to protect the privacy of student educational records. The law governs access to records maintained by the school and the collection, use, storage, disclosure, retention and destruction of information contained within these records.

Article II
Definitions

1. Destruction means physical destruction or removal of personal identifiers from information so that the information is no longer personally identifiable.
2. Education records means the type of records covered under the definition of education records in 34 C.F.R. Part 99 (July 1, 2005) (the regulations implementing the Family Educational Rights and Privacy Act of 1974, August 1974, 20 U.S.C. 1232g (“FERPA”).
3. Participating agency means any agency or institution that collects, maintains, or uses personally identifiable information, or from which information is obtained, under Part B of the Individuals with Disabilities Education Act, as amended and specified in the Individuals with Disabilities Education Improvement Act of 2004, December 2004 (“IDEA”).

Article III
Notice to Parents

1. The school must give notice that is adequate to fully inform parents about the requirements to ensure that the school complies with this rule related to protecting the confidentiality of any personally identifiable information collected, used, or maintained under Part B of IDEA. The notice shall include:
 - a. A description of the extent that the notice is given in the native languages of the various population groups attending The school;
 - b. a description of the children on whom personally identifiable information is maintained, the types of information sought, the methods The school intends to use in gathering the information (including the sources from whom information is gathered), and the uses to be made of the information;
 - c. a summary of the policies and procedures that participating agencies must follow regarding storage, disclosure to third parties, retention, and destruction of personally identifiable information; and

- d. a description of all of the rights of parents and children regarding this information, including the rights under FERPA and implementing regulations in 34 C.F.R. Part 99 (July 1, 2005).
2. Before any major identification, location, or evaluation activity, the notice must be published or announced in newspapers or other media, or both, with circulation adequate to notify parents throughout the area served by the school of the activity.

Article IV
Access Rights

1. The school must permit parents to inspect and review any education records relating to their children that are collected, maintained, or used by the school under this rule. The school must comply with a request without unnecessary delay, and before any meeting, regarding an individualized education program (IEP), or any hearing pursuant to rule 3301-51-05 of the Administrative Code or resolution session pursuant to rule 3301-51-05 of the Administrative Code, and in no case more than forty-five days after the request has been made.
2. The right to inspect and review education records under this rule includes:
 - a. The right to a response from The school to reasonable requests for explanations and interpretations of the records;
 - b. the right to request that The school provide copies of the records containing the information if failure to provide those copies would effectively prevent the parent from exercising the right to inspect and review the records; and
 - c. the right to have a representative of the parent inspect and review the records.
3. The school may presume that the parent has authority to inspect and review records relating to the parent's child unless the agency has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, and divorce.

Article V
Record of Access

The school must keep a record of parties obtaining access to education records collected, maintained, or used under Part B of the IDEA (except access by parents and authorized employees of The school), including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records.

Article VI
Records on More Than One Child

If any education record includes information on more than one child, the parents of those children have the right to inspect and review only the information relating to their child or to be informed of that specific information.

Article VII
List of Types and Locations of Information

The school must provide parents, on request, a list of the types and locations of education records collected, maintained, or used by the school.

Article VIII
Fees

1. The school may charge a fee for copies of records that are made for parents under this rule if the fee does not effectively prevent the parents from exercising their right to inspect and review those records.
2. The school shall not charge a fee to search for or to retrieve information under this rule.

Article IX
Amendment of Records at Parent's Request

1. A parent who believes that information in the education records collected, maintained, or used under this rule is inaccurate or misleading or violates the privacy or other rights of the child may request the school to amend the information.
2. The school must decide whether to amend the information in accordance with the request within a reasonable period of time of receipt of the request.
3. If the school decides to refuse to amend the information in accordance with the request, it must inform the parent of the refusal and advise the parent of the right to a hearing under this rule.

Article X
Opportunity for a Hearing

The school must, on request, provide an opportunity for a hearing to challenge information in education records to ensure that it is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child.

Article XI
Result of Hearing

1. If, as a result of the hearing, the school decides that the information is inaccurate, misleading or otherwise in violation of the privacy or other rights of the child, it must amend the information accordingly and so inform the parent in writing.

2. If, as a result of the hearing, The school decides that the information is not inaccurate, misleading, or otherwise in violation of the privacy or other rights of the child, it must inform the parent of the parent's right to place in the records The school maintains on the child, a statement commenting on the information or setting forth any reasons for disagreeing with the decision of The school.
3. Any explanation placed in the records of the child under this rule must:
 - a. Be maintained by The school as part of the records of the child, as long as the record or contested portion is maintained by the agency; and
 - b. If the records of the child or the contested portion is disclosed by the school to any party, the explanation must also be disclosed to the party.

Article XII **Hearing Procedures**

A hearing held under this rule must be conducted according to the procedures in 34 C.F.R. 99.22 (July 1, 2005). The records hearing shall be held within a reasonable period of time after the school has received the request.

1. The parents shall be given notice of the date, time, and place reasonably in advance of the hearing.
2. The records hearing shall be conducted by any individual, including an official of the school who does not have a direct interest in the outcome of the hearing.
3. The parents shall be afforded a full and fair opportunity to present evidence relevant to the content of the child's education records and the information the parent believes is inaccurate or misleading or violates the privacy or other rights of the child.
4. The parents may, at their own expense, be assisted or represented by one or more individuals of their choice, including an attorney.
5. The school shall make its decision in writing within a reasonable period of time after the hearing.
6. The decision of the school shall be based solely upon the evidence presented at the hearing and shall include a summary of the evidence and the reasons for the decision.

Article XIII **Consent**

1. Parental consent must be obtained before personally identifiable information is disclosed to parties, other than officials of The school, in accordance with this rule, unless the information is contained in education records, and the disclosure is authorized without parental consent under 34 C.F.R. Part 99 (July 1, 2005).
2. The parent's consent must be in writing, signed, and dated and must:
 - a. Specify the records to be disclosed;
 - b. state the purpose of the disclosure; and

- c. identify the party or class of parties to whom the disclosure may be made.
3. Except as provided in paragraphs 2a and 2b of this Article, parental consent is not required before personally identifiable information is released to officials of The school for purposes of meeting a requirement of this Article and 34 C.F.R. Part 300 (October 13, 2006).
 - a. Parental consent, or the consent of an eligible child who has reached the age of majority under Ohio law, must be obtained before personally identifiable information is released to officials of participating agencies providing or paying for transition services in accordance with rule 3301-51-07 of the Administrative Code.
 - b. If a child is enrolled, or is going to enroll in a nonpublic school that is not located in the school district of the parent's residence, parental consent must be obtained before any personally identifiable information about the child is released by The school officials to officials in the school district where the nonpublic school is located and officials of The school.

Article XIV
Safeguards

1. The school must protect the confidentiality of personally identifiable information at collection, storage, disclosure, and destruction stages.
2. One official at the school must assume responsibility for ensuring the confidentiality of any personally identifiable information.
3. All persons collecting or using personally identifiable information must receive training or instruction regarding the policies and procedures of the school under 34 C.F.R. Part 99 (July 1, 2005).
4. The school must maintain for public inspection, a current listing of the names and positions of those employees within the school who may have access to personally identifiable information.

Article XV
Destruction of Information

1. The school must inform parents when personally identifiable information collected, maintained, or used under this rule is no longer needed to provide educational services to the child.
2. The information must be destroyed at the request of the parents. However, a permanent record of a student's name, address, telephone number, grades, attendance record, classes attended, grade level completed, and year completed shall be maintained without time limitation.

Article XVI
Children's Rights

1. The school must have in effect policies and procedures regarding the extent to which children are afforded rights of privacy similar to those afforded to parents, taking into consideration the age of the child and type or severity of disability.
2. Under the regulations for FERPA in 34 C.F.R. 99.5(a) (July 1, 2005), the rights of parents regarding education records are transferred to the student at age eighteen.
3. If the rights accorded to parents under Part B of IDEA are transferred to a student who reaches the age of majority, consistent with rule 3301-51-05 of the Administrative Code, the rights regarding education records under this rule must also be transferred to the student; however, the school must provide any notice required under rule 3301-51-05 of the Administrative Code to the student and the parents.

Article XVII
Disciplinary Information

1. The school shall include in the records of a child with a disability, a statement of any current or previous disciplinary action that has been taken against the child and transmit the statement to the same extent that the disciplinary information is included in, and transmitted with, the student records of non-disabled children.
2. When a child transfers from the school to another school, county board of MR/DD, or other educational agency, the transmission of any of the child's records must include both the child's current IEP and any statement of current or previous disciplinary action that has been taken against the child.
3. The statement required in paragraphs one (1) and two (2) of this Article:
 - a. Shall specify the circumstances that resulted in the disciplinary action and provide a description of the disciplinary action taken if the disciplinary action was taken because the child:
 - i. Carried a weapon to or possessed a weapon at school, on school premises, or to or at a school function under the jurisdiction of The school;
 - ii. knowingly possessed or used illegal drugs, or sold or solicited the sale of a controlled substance, while at school, on school premises, or at a school function under the jurisdiction of The school; or
 - iii. Inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the school.
 - b. Shall include any information that is relevant to the safety of the child and other individuals involved with the child; and

- c. may include a description of any other behavior engaged in by the child that required disciplinary action, and a description of the disciplinary action taken.

Article XVIII

Referral to and Action by Law Enforcement and Judicial Authorities

1. Rule of construction:
 - a. Nothing in this rule prohibits the school from reporting a crime committed by a child with a disability to appropriate authorities or prevents state law enforcement and judicial authorities from exercising their responsibilities with regard to the application of federal and state law to crimes committed by a child with a disability.

2. Transmittal of records:
 - a. The school reporting a crime committed by a child with a disability must ensure that copies of the special education and disciplinary records of the child are transmitted for consideration by the appropriate authorities to whom The school reports the crime.
 - b. The school reporting a crime under this rule shall transmit copies of the child's special education and disciplinary records only to the extent that the transmission is permitted by the Family Educational Rights and Privacy Act of 1974, August 1974, 20 U.S.C. 1232g (FERPA).

[End]

Book

Policy Manual

Section

2000 Students

Title

Technology Acceptable Use Policy

Code

2037

Status

Active

Last Reviewed

June 17, 2019

Technology Acceptable Use Policy

Insight PA Cyber Charter School is committed to student use of technology as a tool to expand learning opportunities and conduct scholarly research. The use of technology facilitates global collaboration- a vital skill for our 21st century learners. Students at Insight PA utilize laptop computers on a wireless network. Laptops are strictly for educational use consistent with the educational goals of Insight PA the Children's Internet Protection Act (CIPA) and the Protecting Children in the 21st Century Act. This Acceptable Use Policy is designed to give students and their families' clear and concise guidelines regarding the appropriate use of laptops. The underlying premise of this policy is that all members of the Insight PA community must uphold the values of honesty and integrity. The proper use of technology reflects the strength of one's character, as does one's behavior. We expect our students to exercise good judgment and to utilize technology with integrity.

Email

- Students should always use appropriate language in their e-mail messages.
- E-mail services provided by the School are to be used only for the exchange of appropriate information.
- No inappropriate e-mail is allowed including derogatory, obscene, or harassing messages. E-mail messages of an abusive or harassing nature will be regarded as a major violation and will be subject to a disciplinary response.
- Chain letters of any kind and spam are prohibited. Chain letters are defined as any e-mail message asking you to pass information or messages on to other individuals or groups via e-mail.
- Students are prohibited from accessing anyone else's e-mail account without first receiving explicit permission from the account holder.
- E-mail etiquette should be observed. In general, only messages that one would communicate to the recipient in person should be written.
- Only approved mail programs may be used for student mail.
- Only School-related attachments may be sent on the School e-mail system.

Games

- The School reserves the right to remove any game from a School computer that is considered inappropriate or impedes the educational purposes of the laptop program.
- The view and/or playing of electronic games is not permitted during School hours except as part of an assigned in-class activity.
- Games that include violence, adult content, inappropriate language and weapons are not to be installed or
- "played" on School computers including laptops.
- Screensavers that include gaming components are not allowed.

Laptops

- Student laptops must not be left unattended at any time.
- Laptops must be in a student's possession or secured at all times.
- Do not lend your laptop to other students.
- Do not borrow a laptop from another student.
- No food or beverages should be in vicinity of the laptops.
- Laptops should be handled with respect and care. Inappropriate treatment of School laptops is not acceptable.

- Laptop and laptop cases are not to be written on, to have stickers applied to them or to be defaced in any way.
- Don't remove, move or write on the identification sticker on your laptop.
- Students are not permitted to create any administrative passwords on their laptops.
- Students are not to swap batteries with other students.

Network Access

- Students must not make any attempt to access servers or network information that is not open to the public.
- The utilization of proxy avoidance IP numbers and programs is strictly prohibited.
- Students may not use the School network for personal or private business reasons including but not limited to online ordering and purchasing.
- Students are not to knowingly degrade or disrupt online services or equipment as such activity is considered a crime under state and federal law. This includes tampering with computer hardware or software, vandalizing data, invoking computer viruses, attempting to gain access to restricted or unauthorized network services or violating copyright laws.

File Sharing

- File sharing is the public or private sharing of computer data or space. Any program that creates a point-to-point connection between two or more computing devices for the purpose of sharing data is considered to be file sharing.
- File sharing of any kind is prohibited both on campus and off campus. The only exception to this is when it is a specific assignment given by a faculty member.
- No file sharing software of any kind is to be installed on School computers including laptops.

Deleting Files

- Do not delete any folders or files that you did not create or that you do not recognize. Deletion of certain files will result in a computer failure and will interfere with your ability to complete class work and may affect your grades.

Downloading and Loading of Software

- Students are not permitted to install custom individualized applications that require administrator privileges.
- All installed software must be a legally licensed copy.
- The downloading of music files, video files, games, etc. through the School's network is absolutely
- prohibited unless it is part of an assigned in-class activity.

- The School reserves the right to remove any software that has been loaded onto the computer that impedes the educational purpose of the laptop program.
- Copyrighted movies may not be “ripped” from DVDs and placed on the laptops nor may copyrighted movies be downloaded to the laptops from the Internet.
- Only commercial videos such as television programs legally purchased at a music store or another like entity may be downloaded to the laptops.
- Shareware and freeware programs such as animated cursors (i.e., Comet Cursor), screen savers and others similar to these automatically open connections to the computers from the outside the Insight PA network. Such connections are Spyware, and they not only monitor the activities on that computer, but they also slow down the operations of the computer and the network connection.

Screensavers

- Inappropriate or copyrighted media may not be used as a screensaver.
- Presence of weapons, pornographic materials, inappropriate language, alcohol, drug, and gang related symbols or pictures will result in disciplinary actions.

Internet Use

- The Internet is a rich and valuable source of information for education. Inappropriate materials are available on the internet and are strictly prohibited. These materials include items of a sexual or pornographic nature, extremist or militant materials, gambling, depictions of violence and images that are intended to be abusive or harassing etc. Students must not access, display or store this type of material.
- Information obtained through the Internet must be properly cited and in compliance with copyright laws. Due to the quickly changing nature of the Internet, a hard copy of referenced material is recommended.
- Students are required to give proper credit to all Internet sources used in academic assignments whether quoted or summarized. This includes all forms of media on the Internet, such as graphics, movies, music and text.
- Plagiarism includes the use of any information obtained from the Internet that is not properly cited. Plagiarism of Internet resources will be treated in the same manner as any other incidences of plagiarism.
- If a student accidentally accesses a website that contains obscene, pornographic or otherwise offensive material, he/she is to notify a teacher, the Network Administrator or the Technology Coordinator as quickly as possible so that such sites can be blocked from further access. This is not merely a request, it is a responsibility.

Privacy, Use, and Safety

- Students may not give any personal information regarding themselves or others through e-mail or the Internet including name, phone number, address, passwords, etc. unless they are

completely sure of the identity of the person with whom they are communicating. Frequently the identity of someone on the Internet is impossible to confirm. Therefore, contact with such individuals is considered inappropriate and unsafe.

- Students are not to provide the e-mail address or other personal information regarding other students, faculty, or administration to anyone outside of the School without their permission.
- Students must secure and maintain private passwords for network and laptop access. This is important in order to protect the privacy of each student. Do NOT share personal passwords or usernames.
- Insight PA respects the privacy of every student, faculty member and administrator with respect to stored files and e-mail accounts. However, if inappropriate use, including honor code violations or harassment, are suspected the school administration has the right to view these files in order to investigate suspected inappropriate behavior.
- The School will monitor computer activities that take place on School-owned computers including logging website access, newsgroup access, bandwidth and network use.
- Students are prohibited from accessing faculty, administration and staff computers as well as School file servers for any reason without explicit permission from the user or administrator of that computer.
- Students are prohibited from utilizing the command prompt interface. In addition to this, students are prohibited from using any method to obtain control of another person's computer through the use of their own computer.
- Students are prohibited from utilizing peer-to-peer networking or any method of file sharing between computers unless authorized by the technology staff.
- Students are prohibited from using laptops or any computer for acts of cruelty (including mean-spirited e-mails, offensive blogging, etc.).
- Laptops that are provided by the School continue to be the property of the School. Therefore the School has the right to view all content anytime.
- Any electronic device used on the School network, even if privately owned, is subject to all policies and consequences of the Acceptable Use Policy including: the right to view the content of the device at any time; the right to remove content from the device; and the right to return the device in the School's possession if there is an infraction to the Acceptable Use Policy that deserves that consequence

Social Media

Use good judgment

- We expect you to use good judgment in all situations.
- You must know and follow the school's Code of Conduct and Privacy Policy.

- Regardless of your privacy settings, assume that all of the information you have shared on your social network is public information.

Be respectful

- Always treat others in a respectful, positive and considerate manner.

Be responsible and ethical

- If you are approved to represent the school, unless you are specifically authorized to speak on behalf of the school as a spokesperson, you should state that the views expressed in your postings, etc. are your own. Stick with discussing school-related matters that are within your area of responsibility.
- Be open about your affiliation with the school and the role/position you hold.

Be a good listener

- Keep in mind that one of the biggest benefits of social media is that it gives others another way to talk to you, ask questions directly and to share feedback.
- Be responsive others when conversing online. Provide answers, thank people for their comments, and ask for further feedback, etc.
- Always be doing at least as much listening and responding as you do “talking.”

Don't share the following:

Confidential information

- Do not publish, post or release information that is considered confidential or not public. If it seems confidential, it probably is. Online “conversations” are never private. Do not use your birth date, address, and cell phone number on any public website.

Private and personal information

- To ensure your safety, be careful about the type and amount of personal information you provide. Avoid talking about personal schedules or situations.
- NEVER give out or transmit personal information of students, parents, or co-workers
- Don't take information you may receive through social networking (such as e-mail addresses, customer names or telephone numbers) and assume it's the most up-to-date or correct.
- Always respect the privacy of the school community members.

Please be cautious with respect to:

Images

- Respect brand, trademark, copyright information and/or images of the school (if applicable).
- You may use photos and video (products, etc.) that are available on the school's website.
- It is generally not acceptable to post pictures of students without the expressed written consent of their parents.
- Do not post pictures of others (co-workers, etc.) without their permission.

Other sites

- A significant part of the interaction on blogs, Twitter, Facebook and other social networks involves passing on interesting content or linking to helpful resources. However, the school is ultimately responsible for any content that is shared. Don't blindly repost a link without looking at the content first.
- Pay attention to the security warnings that pop up on your computer before clicking on unfamiliar links. They serve a purpose and protect you and the school.
- When using Twitter, Facebook and other tools, be sure to follow their printed terms and conditions.

And if you don't get it right...

- Be sure to correct any mistake you make immediately, and make it clear what you've done to fix it.
- Apologize for the mistake if the situation warrants it.
- If it's a MAJOR mistake (e.g., exposing private information or reporting confidential information), please let someone know immediately so the school can take the proper steps to help minimize the impact it may have.

Personal Safety

If you see a message, comment, image, or anything else online that makes you concerned for your personal safety, bring it to the attention of an adult (teacher or staff if you're at school; parent if you're using the device at home) immediately.

- Users should never share personal information, including phone number, address, social security number, birthday, or financial information, over the Internet without adult permission.
- Users should recognize that communicating over the Internet brings anonymity and associated risks, and should carefully safeguard the personal information of themselves and others.

Copyright

- Unauthorized duplication, installation, alteration or destruction of data programs, hardware or software is prohibited.

- Data, programs, hardware, software and other materials including those protected by copyright may not be transmitted or duplicated.

Consequences

- The School reserves the right to enforce appropriate consequences for the violation of any section of the Acceptable Use Policy. Consequences could include the loss of privileges on a laptop and/or the loss of the use of the computer for an amount of time determined by the administration and members of the Technology Department; possible disciplinary action; and possible legal action.
- Computers with illegal or inappropriate software or materials on them will be reformatted or “re-imaged.”
- In the case of repeated laptop abuse and/or damages, the school has the right to revoke the use of the school’s laptop.

Internet Hot Spots or Jet Packs

In limited instances, students may be provided internet hot spots if they qualify through a needs-based review process conducted by the Family Resource Coordinator. All parameters of the Acceptable Use policy apply to hot spots in the same manner they apply to student laptops.

Return of Equipment

All laptops and internet Hot Spots are school owned and provided to students for use during their time enrolled with Insight Pennsylvania. Upon withdraw it is expected that all equipment be returned to ISPA. Failure to return equipment could result in fines or legal action.

Panhandle Preparatory Academy: Appendix E
Proposed ESP Contract

MANAGEMENT AGREEMENT

This Management Agreement (the “*Agreement*”) is entered into as of the ____ day of _____, _____ (“*Effective Date*”) by and between Accel Schools East LLC, a Delaware limited liability company (“*Manager*”), and Eastern Panhandle Preparatory Academy Inc. (the “*School*”), a non-profit West Virginia corporation and public charter school.

RECITALS

Whereas, the School is organized as West Virginia nonprofit corporation under West Virginia (the “*State*”) law (as such provision may be amended from time to time) and the School has entered into a School charter contract (the “*Charter Contract*”) with West Virginia Professional Charter School Board (the “*Authorizer*”) pursuant to which the School is authorized to operate a public charter school under State law.;

Whereas, the Manager was established, among other reasons, to manage public schools, and is expected to provide invaluable assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the operation of the School; and

Whereas, the School and the Manager (individually, a “*Party*” and collectively, the “*Parties*”) desire to create an enduring educational relationship whereby they will pursue and provide educational excellence at the School based on an agreed upon school design, comprehensive educational program and management principles.

NOW THEREFORE, in consideration of their mutual promises and covenants, and intending to be legally bound hereby the Parties agree to the following terms:

ARTICLE I. EDUCATIONAL SERVICES AND ADMINISTRATIVE SERVICES

1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Manager will provide to the School the following educational services (the “*Educational Services*”):
 - (i) Curriculum. Implementation of the educational goals and programs set forth in the Charter Contract (the “*Educational Program*”). In the event Manager determines it is necessary to modify the Educational Program, Manager shall inform the School of the proposed changes and obtain School approval, and if required under the Charter Contract, approval of the Authorizer.
 - (ii) Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the Head of School (“*HOS*”) and the rest of the School's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.
 - (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, curriculum, software and multi-media teaching tools.
 - (iv) AMP. Manager's learning ecosystem, called the Accel Management Platform (“*AMP*”) for education, provides an integrated system for school operation. It

includes: integration of the best available, rigorous and research-based, K-12 online courses fully aligned to state standards; a powerful learning management system; comprehensive student information system and reporting system; a live Webinar tool; a balanced assessment system; and instructional data integration and presentation tools. The AMP system is a single sign-on experience that hosts synchronous and asynchronous lessons allowing for truly student-centered learning. AMP provides real-time progress monitoring, allowing teachers instantaneous access to standards-aligned and performance-based data about each student, allowing them to immediately target students who need small group or one-on-one instructional support.

- (v) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extra-curricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
- (b) Additional Educational Services. Any other services required by the Authorizer and/or the West Virginia Department of Education (the “*WVDE*”) and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed to from time to time between Manager and the School. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Charter Contract, as the same may be amended.
- (c) Manager will be responsible and accountable to the School for the provision of the Educational Services, provided, however, that such obligations, duties and responsibilities are limited by the School Budget established pursuant to Section 1.2(a)(vi) below, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such School Budget.

1.2 Administrative Services.

- (a) During the Term, Manager will provide to the School the following administrative services (the “*Administrative Services*”):
 - (i) Personnel Management. Management and professional development of all personnel providing Educational Services, Administrative Services and Technology Services in accordance with ARTICLE VI below.
 - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the School.
 - (iii) Payroll. Management of the School's payroll. Manager will be responsible for all data input.
 - (iv) Transportation and Food Services. Coordination with entities with which the School contracts for the provision of transportation and food services for the students enrolled at the School, management and assessment of the services provided under such contracts, and supervision of employees involved with providing such services, all as required by the School.
 - (v) Public Relations. Coordination and assistance with any and all advertising, media and public relations efforts, including community outreach programs. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.

(vi) Budgeting and Financial Reporting.

- (A) A proposed annual budget will be prepared by Manager in a mutually agreeable format by June 1st of the immediately preceding fiscal year and will be subject to the approval of the School which shall not be unreasonably withheld or delayed and in all cases shall be provided no later than June 30 of the immediately preceding fiscal year. The approved budget is the "**Budget**". There shall be no changes to the Budget except to the extent the Parties agree in writing. Manager shall be responsible for preparing other financial statements as required by and in compliance with the Charter Contract, and applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the School to perform annual audits of the School's financial statements. The cost for preparation of the financial statements will be the responsibility of the School. The cost of the audit will be the responsibility of the School, and will be provided for in the Budget.
- (B) The Manager will provide the School with monthly financial forecast and analysis reports (Forecasted P&L / Cash Balances) and all other support as needed. The Manager will provide the following accounting information and services: accounts payable coding; payroll journal entries; expense accrual journal entries; support for grant writing / reporting / draw down; preparation of monthly financial reporting to the School's board of directors (the "**Board**"); and support for all State reporting requirements. The Manager will prepare a five-year financial plan in conjunction with the fiscal officer.
- (C) On behalf of the School, the Manager is responsible for preparation of (i) such other reports on the finances and operation of the School as requested or required by the WVDE, the School or the Authorizer to ensure compliance with the terms of the Charter Contract; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
- (D) The Manager will provide other information on a periodic basis or as requested with reasonable notice as may be reasonably necessary to enable the School to monitor Manager's performance under this and related agreements including the effectiveness and efficiency of its operations at the School.
- (E) On behalf of the School, the Manager will maintain accurate financial records pertaining to its operation of the School, together with all School financial records prepared by the fiscal officer, and retain all such records for a period of five (5) years (or longer if required by applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by the Manager pertaining to the School will be available to the School, the Authorizer, the Auditor of State, the WVDE or the United States Department of Education (the "**USDOE**") and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days of request.
- (F) If School is not able to fully pay the Management Fee and all bills when due, (i) School agrees to work with Manager to take actions to reduce expenses

- including, but not limited to, reducing the number of staff members, and (ii) School must obtain Manager's written consent prior to incurring new liabilities greater than ten thousand dollars (\$10,000) individually or in the aggregate.
- (vii) School's Right to Audit. The School reserves the right to conduct or to appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School.
- (viii) Maintenance of Student and Other Records.
- (A) Manager will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Charter Contract, and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Manager, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of such records as required by law and the Charter Contract.
- (B) Manager will maintain accurate employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Charter Contract, and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Manager, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of such records as required by law and the Charter Contract.
- (C) The financial, educational and student records pertaining to the School are the property of the School, and such records are subject to the applicable provisions of State and federal law. Manager shall help ensure that to the extent requested by the School, all School records shall be physically or electronically available, upon request, at the School.
- (D) Manager shall provide such other information, including a written report, as reasonably requested by the School.
- (ix) Admissions. Implementation of the School's admission policy in accordance with the Charter Contract, and applicable laws and regulations.
- (x) Student Hearings. Administration and enforcement of student disciplinary and special education hearings in conformity with the requirements of the procedures established by the School, and applicable laws and regulations (including, but not limited to, requirements involving due process and confidentiality) to the extent consistent with the School's duties and obligations under applicable laws and regulations.
- (xi) Academic Progress Reports. Provide to the School on a periodic basis as necessary or appropriate for the School to satisfy its obligations under the Charter Contract,

and applicable laws and regulations, a report detailing (A) the School's students' academic performance, (B) Manager's performance of the Educational Services and Administrative Services against mutually acceptable criteria, and (C) such other reports reasonably requested by the School.

- (xii) Rules and Procedures. Recommend rules, regulations and procedures applicable to the School and its students and enforce such rules, regulations and procedures adopted by the School that are not in direct conflict with this Agreement, the Charter Contract, and applicable laws and regulations.
- (xiii) Student Recruitment. Recruitment of students subject to agreement on general recruitment and admission policies to the extent budgeted for in the Budget or as otherwise approved by the School. Students shall be selected in compliance with the procedures set forth in the Charter Contract and State and federal laws.
- (xiv) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the School as agreed to from time to time by Manager and the School.
 - (A) The Administrative Services will be provided in a manner consistent with the Educational Program, the Charter Contract, and local, State and federal laws and applicable regulations and policies.
 - (B) Subject to this Agreement, the Charter Contract, and applicable laws and regulations, Manager may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Manager supplies the School with written notice of such modifications.
 - (C) Manager will be responsible and accountable to the School for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(vi) above, and Manager will not be required to expend funds on such services in excess of the amounts set forth in such Budget.

1.3 Technology Services.

- (a) During the Term, Accel or its Affiliates (as defined in section 3.5 below) will provide or cause to be provided to the School the following technology products and services (the “*Technology Services*”):
 - (i) Monitor production services, i.e., the learning management and content management systems;
 - (ii) Monitor and analyze data to fix production issues as they arise;
 - (iii) Generate reports on student academic performance, attendance and progress;
 - (iv) Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals (“Computer Equipment”) for use by the School’s students and staff working at the School;
 - (v) Develop, design, publish and maintain the School’s website;
 - (vi) Determine hardware configurations (including software and operating systems) for the School’s technology needs;
 - (vii) Provide support for School administration in troubleshooting system errors; and
 - (viii) Other technology support services requested and mutually agreed upon by the Board and Accel.
- (b) Accel charges a fee for the provision of Computer Equipment as set forth in Article IV below.

- 1.4 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable classroom and office space at [to be determined] (the “**Facility**”) to perform all services described in this Agreement. Manager will provide instructional, extra-curricular and co-curricular programs at the Facility. Manager may provide other services elsewhere, unless prohibited by the Charter Contract, or applicable laws and regulations.
- 1.5 Authority. By this Agreement, the School provides Manager such authority and power as is necessary and proper for Manager to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations.

ARTICLE II. TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2022(the “**Start Date**”) and shall continue thereafter through June 30, 2027 (the “**Initial Term**”) unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute
- 2.2 Renewal. Upon the conclusion of the Initial Term, and each five (5) year period thereafter (the “**Renewal Date**”), this Agreement will automatically extend for successive additional periods of five (5) years or consistent with the length of the new or renewal term from the Authorizer (each such period a “**Renewal Term**”), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “**Term**”.
- 2.3 In the event the Authorizer and/or the Charter Contract changes, this Agreement shall automatically survive and be performed in accordance with the new Charter Contract, these terms and conditions and applicable law, unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.

ARTICLE III. RELATIONSHIP OF THE PARTIES

- 3.1 Status of the Parties. Manager is not a division or any part of the School. The School is a separate and distinct corporation authorized under State law and is not a division or a part of Manager. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement and those of any other agreements that may exist from time to time between the Parties. Nothing herein will be construed to create a partnership or joint venture by or between the School and Manager or to make one the agent or fiduciary of the other. Neither the School nor Manager will hold itself out as a partner or agent of the other or otherwise state or imply by advertising or otherwise any relationship between it and the other in any manner contrary to the terms of this Agreement. Neither the School nor Manager has, and neither

will represent that it has, the power to bind or legally obligate the other. No employee of Manager will be considered an employee of the School by either Party for any purpose whatsoever.

- 3.2 Manager Attendance at Board Meetings. Manager shall use commercially reasonable efforts to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use reasonable efforts to schedule any regular, special or emergency Board meeting so that Manager has the opportunity to attend the same. The Board shall provide Manager with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings.
- 3.3 No Related Parties or Common Control. Manager will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including cancellation rights, under this Agreement. Any director, officer or employee of Manager shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Manager or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Manager will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Manager will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "***Internal Revenue Code***"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.
- 3.4 Other Schools. The School acknowledges that Manager will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.5 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of the educational products and management services set forth herein for the School unless otherwise waived in writing by an authorized officer of Manager. "Affiliate" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, the Manager whether through ownership of voting securities, by contract interest or otherwise.

ARTICLE IV. CONSIDERATION

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

- (b) AMP Fee. The School will pay to Accel fees for AMP as set forth in a separate price list. Accel modifies the rates from time to time, but no more than once per fiscal year.
 - (c) Computer Equipment Fee. The School will pay to Accel fees for Computer Equipment as set forth in a separate price list. Accel modifies the rates from time to time, but no more than once per fiscal year.
 - (d) Reasonable Compensation. The fees charged under this Agreement are reasonable compensation for services rendered. Manager's compensation for services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
 - (e) Annual Reconciliation. The Management Fee shall be subject to annual reconciliation based upon actual enrollment and actual revenue received (including the final month of the Term, even though the payment may be made beyond expiration or termination of the Term). If the School receives written notice of a review of the enrollment being completed by the State, the School shall provide Manager with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to the School, the School shall make payment to Manager within five (5) business days after receiving an invoice for such amount. If the review results in a finding that the School owes money to the State, the School will work with the Manager to initiate an appeal of the State's determination. Manager shall select legal counsel and a strategy for the appeal and pay any and all expenses and costs related to the appeal including attorneys' fees. The School shall cooperate with Manager and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Manager agrees to contribute the amount overpaid to Manager and the School shall contribute the amount retained by the School.
- 4.2 Payment of Costs. The School will reimburse Manager for all costs incurred and paid by Manager in providing the Educational Services and Administrative Services, provided such costs are within the limits of the Budget and items are not included in the Furniture and Equipment Lease referenced in Section 4.4 below. Such costs may include, but are not limited to, mortgage, rent and/or lease payments (including costs pursuant to any equipment lease (but not Furniture and Equipment Lease referenced in Section 4.4 below) or Facility lease that the Parties may enter into), Facility maintenance and utility costs, salaries of Manager's employees or subcontractors assigned to the staff of the School, Authorizer fee, costs related to curriculum, instructional materials, textbooks, library books, computers, software, supplies, food service, transportation, special education, psychological services and medical services. Additionally, in consideration of Accel's employee administration costs (including payroll, benefits, recruiting, workplace safety and compliance) for all employees assigned to work at the School, Accel shall charge the School \$42.50 per pay period for each such employee. Except as may be provided in any equipment lease or Facility lease that is the subject of this Section 4.2, in charging for such costs to the School and paying for such costs, Manager will not charge an added fee unless such fee is approved in advance by the School.
- 4.3 New School Startup Line of Credit Loan Agreement and Promissory Note.
- (a) Prior to or simultaneously with executing this Agreement, a school enrolling students for the first time ("New School") shall enter into a startup Line of Credit Loan Agreement and Promissory Note in the form attached hereto as Exhibit A for costs associated with opening a new school or as otherwise approved by lender thereunder.

- (b) While any amount is outstanding under the Line of Credit Loan Agreement and Promissory Note, New School may not incur expenditures outside of the Budget that are greater than \$10,000 individually or in the aggregate unless lender pre-approves the expenditure in writing.

4.4 Furniture and Equipment Rental. School shall enter into a Furniture and Equipment Lease with Manager to rent furniture and equipment for the School and shall pay storage and delivery charges applicable to same. Furniture and equipment purchased with grant or government funds will not be leased and ownership will remain with the School.

4.5 Time and Priority of Payments.

- (a) Each installment of the Management Fee will be due and payable by the School upon receipt of invoice.
- (b) Manager will notify the School of any payments due and owing to Manager pursuant to Section 4.2 above as soon as possible after the end of each month and the School will make such payments to Manager upon receipt of invoice.
- (c) New School shall pay amounts due under the Line of Credit Loan Agreement and Promissory Note as required by the Line of Credit Loan Agreement and Promissory Note.
- (d) The School will satisfy its payment obligations under this ARTICLE IV to Manager in the following order of priority: (i) payments due and owing under Section 4.2 above for salaries, benefits and associated benefit processing costs of Manager employees and subcontractors assigned to the staff of the School; (ii) payments due and owing under the Line of Credit Loan Agreement and Promissory Note referenced in Section 4.3 above; (iii) payments due and owing under Section 4.2 above for rent pursuant to Facility lease; (iv) payments due and owing under Section 4.2 above for Authorizer fee; (v) all other payments due and owing under Sections 4.2 and 4.4 above, with the oldest amounts due first; and (vi) payments due and owing pursuant to Section 4.1 above with the oldest amounts due first.

4.6 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Management Fees and loans to the School, if any, to pay expenses will accrue interest at the one-month London Interbank Offer Rate (“*LIBOR*”), plus four percent (4%) for the time overdue.
- (b) There will be no limits to what indebtedness or fees owed to Manager may be carried over from year to year unless expressly provided otherwise in this Agreement.

ARTICLE V. SUPPLEMENTAL PROGRAMS

5.1 Supplemental Programs. In addition to the Educational Services, Technology Services and Administrative Services provided by Manager to the School, Manager may, subject to School approval (which approval shall not be unreasonably withheld), provide additional services, which may benefit the School by increasing its exposure in the community, including, but not limited to, pre-kindergarten, summer school, academic camps, before and after school programs, vocational training, and latch-key programs to students and non-students of the School (the "*Supplemental Programs*"), provided that nothing herein

shall require Manager to provide any such Supplemental Programs. Manager may retain the full amount of any and all revenues collected from or for such Supplemental Programs, and Manager will be responsible for the full cost of providing such Supplemental Programs. The School will permit Manager to operate such Supplemental Programs at the Facility without charge to Manager.

- 5.2 Subject to and in accordance with provisions in ARTICLE IX below, Manager will indemnify, defend and save and hold the School and all of its Representatives (as defined below) harmless against any and all third party claims, demands, suits or other forms of liability (any of which are a “*Claim*”) (including reasonable attorney’s fees and costs) that directly arise out of any Supplemental Program. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any such third party Claim. This indemnification provision shall survive the termination or expiration of the Agreement.

ARTICLE VI. PERSONNEL AND TRAINING

6.1 Personnel Responsibility.

- (a) Subject to Sections 1.1 and 1.2 above, the Charter Contract, and applicable laws and regulations, Manager will have the sole responsibility and authority to determine staffing levels, and select, evaluate, assign, discipline, supervise, manage and terminate personnel necessary to carry out the Educational Services, Administrative Services, Technology Services, Supplemental Programs (if any) and all other services provided under this Agreement.
- (b) Except as specified in this Agreement or as required by the Charter Contract, the HOS, teachers and support staff recommended by Manager pursuant to this Agreement will be employees or subcontractors of Manager. Manager will be responsible for conducting reference checks, employment checks, criminal background checks and unprofessional conduct checks on its employees and subcontractors to the extent required by applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Manager will provide the School with documentary evidence of such background checks. Manager will share on a confidential basis with the School its performance reviews and assessment of the HOS.
- (c) School shall not pay a bonus or other form of compensation to any employee or subcontractor of Manager without advance consultation with and written approval from Manager.

- 6.2 Head of School. The HOS will be an employee of Manager and Manager will determine the employment terms of the HOS. Manager will have the authority, consistent with applicable laws and regulations, to select, supervise and terminate the HOS and to hold him or her accountable for the success of the School.

- 6.3 Teachers. Manager will provide to the School such teachers as are required to provide the Educational Services and Supplementary Programs (if any). Manager, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may

work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, hold a valid teaching certificate issued by the WVDE. Further, to the extent required by applicable laws and regulations, such teachers shall have undergone a criminal background check and unprofessional conduct check as if such teachers were employees of the School. Upon request, Manager shall provide the School with documentary evidence of its compliance with this Section 6.3. Manager shall keep the School informed of all teaching staff related actions and decisions on a regular basis.

- 6.4 Support Staff. Manager will provide the School with such support staff as are required to provide the Educational Services, Administrative Services and Supplementary Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers and maintenance personnel. Such support staff may work at the School on a full or part time basis.
- 6.5 Training. Manager will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Manager determines to be reasonable and necessary under the circumstances.
- 6.6 Non-Solicitation/Non-Hiring.
- (a) During the Term and one (1) year thereafter, each Party may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.
 - (b) Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a Party of such consultant, employee, former consultant or former employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period of time in this Section will be extended by the amount of time that a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement. The School acknowledges and agrees that no advances or past uncollected fees shall be issued by Manager to cover any penalty, damages or other relief owed by the School upon a violation of this provision.
 - (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from

engaging or otherwise using a Party's and Affiliate's employee, former employee, consultant or former consultant provided for in this Section 6.6.

**ARTICLE VII.
TERMINATION OF AGREEMENT**

7.1 Termination By Manager.

- (a) Manager may terminate this Agreement effective at the end of the then-current school year if the School fails to make any payment of money due to the Manager within five (5) days of written notice from Manager to School that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity.
- (b) Manager may terminate this Agreement in the event that the School is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or the Charter Contract, and the default remains uncured for thirty (30) days after the School receives written notice from the Manager or Authorizer, as applicable, of the default. However, if the default cannot be reasonably cured within thirty (30) days, and the School promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if the School's default creates an imminent danger to the life of students, parents or others, the default must be cured immediately upon notice from the Manager, and Manager may terminate the Agreement effective immediately if not so cured.
- (c) Manager may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by the Manager.
- (d) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to increase materially the financial risk to Manager arising from its performance of its obligations hereunder, thus rendering Manager's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Manager agrees to use its best efforts

to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.

- (e) Manager may terminate this Agreement effective immediately upon written notice to the School in the event that the School undergoes adverse change that makes the School financially unviable.
- (f) Manager may terminate this Agreement effective immediately upon written notice to the School if, in Manager's sole opinion, the Board makes a financial decision that is detrimental to the School.
- (g) Manager may terminate this Agreement effective immediately upon written notice to School in the event Manager undergoes or is required to undergo a change that makes Manager, as determined in its sole judgment, financially unviable.

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

7.3 Termination of the Charter Contract. This Agreement will terminate upon the School's ceasing to be a party to a valid and binding sponsorship agreement, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) the School has entered into a subsequent sponsorship agreement, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve the School of any obligations to pay the Management Fee, the AMP Fee and costs, whether accrued, pending or outstanding, to Manager as of the effective date of termination.

7.4 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement. That notice may be given at any time following enactment of such change in applicable law, whether or not such change is effective on the date of such enactment or thereafter. Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the academic year in which such notice was given unless earlier termination is necessary to protect the health, welfare, or safety of students.

7.5 Real and Personal Property. Upon termination or expiration of this Agreement by either Party for any reason, all real and personal property leased by Manager to the School will remain the real and personal property and leases of Manager, and any personal property purchased by Manager with the funds provided to Manager by the School pursuant to Section 4.2 above will be the personal property of the School provided that the School has fulfilled all repayment obligations in any startup Line of Credit Loan Agreement and

Promissory Note between the Parties. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.

- 7.6 Return of Materials and Records. On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the President of the School shall certify to Manager in writing that the School has ceased use of any proprietary materials relating to the Educational Program and has deleted the materials from all databases and storage media maintained by the School. At Manager's direction, the School will promptly permit representatives of Manager or its Affiliate to pick up all such materials at the School. Manager shall return to the School all student educational records and all School-titled equipment and material (if any). Notwithstanding the foregoing, if the School closes for any reason, the Manager shall instead transmit the educational records of each student to said student's school district of residence.

ARTICLE VIII. PROPRIETARY INFORMATION, OWNERSHIP AND LICENSE

- 8.1 Proprietary Information and Ownership. The School acknowledges that Manager owns or has a license to use the intellectual property rights and interests in the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term (“*Protected Materials*”) and to the name “ACCEL™” (such name being a trademark of Manager). The School acknowledges and agrees that it has no intellectual or property interest or claims in the Protected Materials or name, and has no right to use the Protected Materials or name unless expressly agreed to in writing by Manager. In accordance with all laws and regulations, Manager shall have the right to install signs on the School facilities, including under the name of the School, describing the services provided by Manager or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.
- 8.2 License. The Manager developed and owns, or has a license to use, proprietary rights to the Protected Materials. The Manager hereby grants the School a limited revocable license to use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of the Manager.

**ARTICLE IX.
INDEMNIFICATION AND LIMITATIONS OF LIABILITIES**

- 9.1 Indemnification of Manager. To the extent permitted by law, the School will indemnify, defend and save and hold Manager and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, "**Representatives**") harmless against any and all third party Claims (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, the School will reimburse Manager, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. Further, the Parties acknowledge and agree that Manager and its Affiliates shall have no liability or responsibility for activities of the School that occurred prior to the Start Date. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.2 Indemnification of the School. Manager will indemnify, defend and save and hold the School and its Representatives harmless against any and all third party Claims (including reasonable attorney's fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct, or negligence of Manager, its agents, employees or assigns or noncompliance by Manager with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, and any misrepresentation of the Manager contained in or made pursuant to this Agreement. In addition, Manager will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.3 Defense. A Party seeking indemnification under this ARTICLE IX (the "**Indemnitee**") shall give notice to the indemnifying Party (the "**Indemnitor**") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and at the expense of the Indemnitee. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgement regarding same if such settlement, final order or judgement includes an admission of wrongdoing in Indemnitee's or Affiliate's name unless Indemnitee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen

(15) days after receipt of notice of a Claim by the Indemnitee under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.

9.4 Limitations of Liabilities.

- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Manager. Notwithstanding this ARTICLE IX, to the fullest extent permitted by law, the School will waive the defense of governmental immunity in any dispute between the Parties.
- (b) MAXIMUM OBLIGATIONS. EXCEPT AS TO AMOUNTS DUE UNDER ARTICLE IV ABOVE AND THE PARTIES' INDEMNIFICATION OBLIGATIONS, TO THE EXTENT PERMITTED BY LAW EACH PARTY'S MAXIMUM LIABILITY AND OBLIGATION TO THE OTHER PARTY AND THE EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE DATE A CLAIM IS MADE.
- (c) ECONOMIC DAMAGES. NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST PROFITS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, OR LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
- (d) REASONABLENESS. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND MANAGER'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST MANAGER HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER MANAGER IN BREACH OF THIS AGREEMENT.

- 9.5 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

**ARTICLE X.
INSURANCE**

- 10.1 Insurance Coverage. The School will maintain the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Charter Contract: commercial general liability in amounts no less than \$1 million per occurrence and \$2 million in the aggregate; excess or umbrella extending coverage as broad as primary commercial general liability coverage in an amount no less than \$3 million; automobile in the amount of \$1 million; directors and officers/school leaders, employment practices liability and errors and omission, in amounts no less than \$1 million per occurrence and \$1 million in the aggregate; and employers liability in an amount no less than \$1 million. All insurance policies shall (a) be issued by companies in good standing and authorized to do business in the State and having an AM Best rating of A or better, (b) be written in standard form, and (c) provide that the policies may not be canceled except after thirty (30) days' written notice to the Manager and Authorizer. Upon Manager's request, the School shall deliver to the Manager a copy of such policies.
- 10.2 Workers' Compensation Insurance. Each Party will maintain workers' compensation insurance as required by law, covering its respective employees.
- 10.3 Cooperation. Each Party will, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this ARTICLE X. Each Party will comply with any information or reporting requirements applicable to or required by the other Party's insurer(s), to the extent reasonably practicable.

**ARTICLE XI.
REPRESENTATIONS AND WARRANTIES**

- 11.1 Representations and Warranties of Manager. Manager hereby represents and warrants to the School:
- (a) Manager is a duly formed limited liability company in good standing and is authorized to conduct business in the State.
 - (b) To the best of its knowledge, Manager has the authority under applicable laws and regulations to execute, deliver, and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) Manager's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
 - (d) The services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE

OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, MANAGER AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.

- 11.2 Representations and Warranties of the School. The School hereby represents and warrants to Manager:
- (a) The Charter Contract (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Education Program and other activities contemplated by this Agreement; and (iii) vests the School with all powers necessary and desirable for carrying out the Education Program and other activities contemplated in this Agreement.
 - (b) The School has the authority under applicable laws and regulations to contract with a private entity to perform the Educational Services, Administrative Services, Technology Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and approvals shall be required only if the relevant information is available to the School and the School has sufficient funds in the approved Budget to pay for such expenditures.
 - (d) The School is not in breach of the terms of the Charter Contract.
 - (e) The School has no intellectual or property rights or claims in the curriculum or other educational materials provided by Manager or in the name "ACCEL™" and will make no such claims in the future.
 - (f) After the Effective Date the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of the Manager, which consent shall not be unreasonably withheld, conditioned or delayed.
- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-

how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the "**Disclosing Party**") or received through association with the Disclosing Party (collectively, "**Confidential Information**"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "**Receiving Party**") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.

12.2 Care and Authorized Use. Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

13.1 Integration, Sole Agreement, and Third Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and

undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.

- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.
- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of West Virginia, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the School is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.
- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mails, postage prepaid, return receipt requested, (b)

on the day it is sent if by facsimile on a business day during normal business hours, or the next business day thereafter if sent on a non-business day or after normal business hours (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier, (c) upon delivery if sent by personal delivery (with written confirmation of delivery), or (d) upon delivery if by sent by nationally recognized overnight carrier (with written confirmation of delivery). The addresses of the Parties are:

To:

Mark Fuhman, Board President



Facsimile:

With a copy to:

Michael S. Garrison
Spilman Thomas & Battle, PLLC
48 Donley Street, Suite 800\
Morgantown, WV 26501
Facsimile:

To:

Accel Schools East LLC
Attn: Chief Operating Officer
1650 Tysons Boulevard, Suite 600
McLean, VA 22102

And legal@pansophiclearning.com

With a copy to:

Pansophic Learning US LLC
Attn: General Counsel
1650 Tysons Boulevard, Suite 600
McLean, VA 22102

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Manager may, without prior written consent from or notice to the School, assign this Agreement to its Affiliates or in connection with a merger, acquisition, asset sale or corporate reorganization and may without the consent of the School, delegate the performance of but not responsibility for any duties and obligations of Manager hereunder to any Affiliate, independent contractors, experts or professional advisors.
- 13.8 Amendment and Cumulative Effect. This Agreement will not be altered, amended, modified or supplemented except in a written document approved by the School and signed by both the Board President or other authorized officer of the School and an authorized officer of Manager. The rights and remedies of the Parties hereto are cumulative and not

exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.

- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.
- 13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the “Fees” Section of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” above are reasonable in scope and content and necessary to protect the Manager and its business interests. The School understands and agrees that the breach or threatened breach of Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” of this Agreement would give rise to the aggrieved Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.
- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the

ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board's president and Manager's Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:

- (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
 - (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses described in the "Limitations of Liability" Section and each Party expressly waives and foregoes any right to the damages or losses.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.
- (e) Shared Fees and Expenses. The fees and expenses of the arbitration panel should be shared equally by the Parties before the arbitration award is made. The arbitration award shall require the Party which does not prevail in the arbitration to reimburse the prevailing Party for the one half of the fees and expenses of arbitration panel paid by the prevailing Party.
- 13.13 Survival on Termination or Expiration. The following Articles and/or Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Schools East LLC

Eastern Panhandle Preparatory Academy

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Eastern Panhandle Preparatory Academy: Appendix F
Proposed Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT (this “*Lease*”) is made effective as of [_____, 202_] (the “*Effective Date*”), by and between _____, a Delaware limited liability company (“*Landlord*”) and _____, a(n) _____ (“*Tenant*”), pursuant to which said parties do hereby agree as follows:

1. **PREMISES.** Landlord hereby leases to Tenant and Tenant leases from Landlord, upon the terms and conditions set forth in this Lease, that certain real property with a street address of _____, as more particularly described on **Exhibit A** attached hereto, together with all appurtenances thereto and all improvements, fixtures and equipment thereon (collectively, the “*Premises*”), subject to all easements, reservations, limitations and restrictions of record.

2. TERM.

2.1. **Initial Term.** The “*Term*” of this Lease shall commence on [July 1, 2022], and expire on [June 30, 2027]. As used herein, a “*Lease Year*” shall mean a period of twelve (12) months commencing on July 1 of each year and running through June 30 of the following year.

2.2. **Renewal Options.** Provided Tenant is not then in default of any of the terms and conditions of this Lease, Tenant shall have the right to extend the Term for _____ () renewal term(s) of _____ () years each (each, a “*Renewal Term*” and collectively, the “*Renewal Terms*”). In order to exercise a renewal option, Tenant must deliver written notice to Landlord of such exercise at least one hundred eighty (180) days prior to the expiration of the then current Term.

3. RENT.

3.1. On or before the fifth (5th) day of every month during the Term, in advance, the Tenant shall pay to Landlord as rent for the use of the Premises (“*Base Rent*”) in equal monthly installments equal to fourteen percent (14%) of Tenant’s Qualified Funding. As used herein, “*Qualified Funding*” shall mean all state and local funding received by Tenant directly or indirectly, pursuant to the West Virginia Code, including (a) any per-student funding received in respect of the particular students enrolled at the school operated by Tenant in accordance with **Section 4** and (b) facilities funding. There shall be no cap on the amount of Base Rent increases. Base Rent shall be payable by Tenant without demand, setoff, or deduction, provided, however, (x) if the Tenant or any authority controlling Tenant takes any action that has the effect of limiting Tenant’s enrollment (including, without limitation, overall enrollment caps, per class caps, decreasing student-to-teacher ratios, reducing grade levels, instituting or increasing admission requirements), then Base Rent shall immediately and automatically be adjusted such that monthly installments of Base Rent following such adjustment shall be fixed in an amount equal to one hundred twenty percent (120%) of the then-most-recent monthly installment of Base Rent (as calculated based on Qualified Funding), subject to two percent (2%) escalations effective annually on the anniversary of such adjustment (or if such adjustment occurred on a day other than the first day of the month, then on the first day of the month following the month during which

said anniversary shall occur); and (y) if the management agreement or similar contract between Landlord (or its affiliate) and Tenant expires or terminates for any reason during the Term or any Renewal Term, Base Rent shall immediately and automatically be adjusted in the same manner as described in clause (x) above except that the monthly installment of Base Rent, as adjusted, shall be fixed in an amount equal to one hundred fifty percent (150%) of the then-most-recent monthly installment of Base Rent, subject to two percent (2%) escalations effective annually on the anniversary of such adjustment (or if such adjustment occurred on a day other than the first day of the month, then on the first day of the month following the month during which said anniversary shall occur). Notwithstanding anything to the contrary set forth herein, Qualified Funding shall expressly exclude funds from charitable contributions; transportation funding/reimbursements; Grant Revenue; facility funding not described above; special education funding; private grants unless solicited, prepared, procured, and written by Tenant's management company or its affiliates; PTA/PTO income; casino revenue; or proceeds from fundraisers. "**Grant Revenue**" shall mean, for purposes of this Lease, all revenue received as a result of any application submitted by or on behalf of Tenant or any funding agreement reached by or on behalf of Tenant, or any Title funding received directly or indirectly from the federal government, including but not limited to National School Lunch Program, Medicaid, Individuals with Disabilities Education Act, Every Student Succeeds Act, Comprehensive Continuous Improvement Plan, and any other grants or funds for facilities, professional development, replication, transportation, or other needs of Tenant not otherwise described above. Rent shall be reconciled on an annual basis at the end of each school year, such that any underpayment by Tenant shall be paid to Landlord within ten (10) days thereafter and any overpayment by Tenant shall be refunded to Tenant within ten (10) days thereafter. Landlord shall have the right, at any time and from time to time, to inspect or audit (or hire an independent public accountant to inspect or audit on Landlord's behalf) Tenant's books and records pertaining to the percentage calculations of the Base Rent. Base Rent applicable to any partial month shall be prorated.

3.2. Additional Rent. All sums, charges, or amounts of whatever nature to be paid by Tenant to Landlord under this Lease, other than Base Rent, shall be referred to herein as "**Additional Rent.**" Base Rent and Additional Rent are collectively referred to herein as "**Rent.**"

3.3. Payment of Rent. Rent shall be paid to Landlord at the address stated herein or to such other person or at such other place as Landlord may designate by advance written notice as provided herein. Tenant will cause all Rent payable to Landlord under this Lease to be received by Landlord in lawful money of the United States on or before the day on which it is due, without demand, offset or deduction. Rent for any period during the Term hereof which is for less than one full calendar month shall be prorated based upon the actual number of days of such month. Payments made after the fifth (5th) day of the month (or the fifth (5th) day after such payment is due in the case of Additional Rent payable on any day other than the first day of the month) shall be assessed a late fee equal to five percent (5%) of the outstanding amount and shall bear interest at the lower of eighteen percent (18%) per annum or the highest rate allowable under applicable Law.

3.4. Triple-Net Lease. This Lease shall be deemed and construed to be a "triple-net lease." It is the intent of the parties hereto that the Base Rent payable under this Lease shall be an absolutely net return to Landlord and that Tenant shall pay all costs and expenses relating to the Premises except as otherwise expressly set forth in this Lease. Any amount or obligation herein

relating to the Premises that is not expressly declared to be that of Landlord shall be deemed to be an obligation of Tenant to be performed by Tenant at Tenant's expense and Tenant shall indemnify Landlord against, and hold Landlord harmless from, the same, and Tenant's liability for the payment of any of the same which shall become payable during the Term is hereby expressly provided to survive the Term. It is the intention of the parties hereto that the obligations of Tenant hereunder shall be separate and independent covenants and agreements, that the Base Rent, the Additional Rent, and all other sums payable by Tenant hereunder shall continue to be payable in all events, and that the obligations of Tenant hereunder shall continue unaffected, unless the requirement to pay or perform the same shall have been terminated pursuant to an express provision of this Lease.

4. **USE.** The Premises shall be used for a charter school location known as [NAME OF SCHOOL] under applicable West Virginia school law and for purposes associated therewith and for related administrative school uses (the "**Permitted Use**"). Tenant covenants and agrees that at all times during the Term the Premises shall be used only for the Permitted Use and for no other use whatsoever without the prior written consent of Landlord. Throughout the Term, Tenant agrees to comply with the Rules and Regulations attached hereto as **Exhibit B**. Tenant shall comply, at Tenant's sole cost and expense, with all laws, rules, orders, ordinances, directions, regulations, and requirements of federal, state, and municipal authorities, now in force, or which may hereinafter be in force, including, but not limited to, the Americans with Disabilities Act (collectively, the "**Laws**") affecting the use, occupancy, or alteration of the Premises. Tenant shall be responsible for taking all necessary corrective action required in the event that a determination is made that Tenant is not in compliance with the Laws. Tenant shall not do or permit to be done in or about the Premises anything which is illegal or unlawful or which is of a hazardous or dangerous nature. Tenant shall obtain all permits, licenses, certificates, or other authorizations and any renewals, extensions, or continuances of the same required in connection with the Permitted Use. Neither a failure on the part of Tenant to procure such permits, licenses, certificates, or other authorizations, nor the revocation of the same, shall in any way affect the liability of Tenant for payment of Rent herein reserved or the performance or observance of any of the covenants or conditions herein contained on Tenant's part to be performed and observed.

5. **QUIET ENJOYMENT.** Landlord covenants and agrees that so long as Tenant observes and performs all of the agreements and covenants required of it hereunder, Tenant shall peaceably and quietly have, hold, and enjoy the Premises for the Term without any encumbrance or hindrance by Landlord.

6. **UTILITIES.** Tenant shall pay for all utilities used by it, including, gas, electricity, water, sewerage services, and waste pick up consumed and used in connection with the Premises. Tenant shall also be responsible for the telephone service to the building located on the Premises (the "**Building**"), including a dedicated line for the fire alarm system if required by applicable Laws. Tenant also agrees to pay for the maintenance and monitoring service for the fire alarm system and the security system. Landlord does not warrant that any utility will be free from interruption, and the interruption of any utility shall not be deemed an eviction or disturbance of Tenant's use and possession nor render Landlord liable to Tenant for damage by abatement of Rent or otherwise nor relieve Tenant from performance of its obligations under this Lease.

7. ASSIGNMENT AND SUBLETTING. Tenant shall not have the right to assign this Lease, or sublease all or a part of the Premises, without first obtaining Landlord's written consent. Any attempted assignment or subletting in violation of this provision shall be null and void. If Tenant is a corporation or limited liability company, then any transfer of this Lease by merger, consolidation or liquidation or any change (in any single transaction or series of related transactions) in the ownership of, or power to vote the majority of, its outstanding voting stock or membership interests, shall constitute an assignment for the purposes of this paragraph. If Tenant is a partnership, then any change in the identity of any partner shall constitute an assignment for the purposes of this paragraph. In the event of any assignment or subletting, Tenant shall nevertheless remain primarily liable for the payment of Rent and the performance of all obligations under the terms of this Lease. Such assignment or sublease shall not be effective unless and until the assignee or subtenant shall assume the performance of all the terms, conditions, duties, and obligations of this Lease without, however, releasing the liability of Tenant, and shall deliver to Landlord an executed copy of such instrument of assumption. If written consent is once given by Landlord to any such assignment or subletting, such consent shall not operate as a waiver of the necessity for obtaining Landlord's written consent to any subsequent assignment or subletting. If this Lease be assigned or if the Premises or any part thereof be sublet or occupied by anybody other than Tenant, Landlord may, after default by Tenant, collect Rent directly from the assignee, subtenant or occupant, and apply the net amount collected to the Rent herein reserved, but no such assignment, subletting, occupancy, or collection shall be deemed a waiver of any of Tenant's covenants contained in this Lease or the acceptance of such assignee, subtenant, or occupant as Tenant, or a release of Tenant from further performance by Tenant of covenants on the part of Tenant herein contained.

8. CONDITION OF THE PREMISES; ALTERATIONS. Tenant accepts the Premises in "AS IS, WHERE IS" condition with all faults and without recourse against Landlord and Landlord shall have no responsibility to Tenant for the condition of the Premises as of the commencement of the Term and shall not be responsible for any defects in the Premises. Tenant acknowledges that no representations or warranties have been made to Tenant by Landlord or anyone acting on behalf of Landlord concerning the condition of the Premises. Tenant shall not make or allow to be made any alterations, additions, or improvements to or of the Premises or any part thereof without first obtaining the written consent of Landlord. Any alterations, additions, or improvements to or of the Premises, including but not limited to, the installation of equipment affixed to the Premises in such a manner that such equipment becomes a fixture, but excepting movable furniture and trade fixtures, shall at once become a part of the Premises and belong to Landlord and shall be surrendered with the Premises (except to the extent that Landlord notifies Tenant that any such alteration, addition, or improvement is to be removed, in which event Tenant shall complete such removal and repair any damage caused thereby prior to the expiration of the Term or immediately upon the earlier termination of this Lease). In the event Landlord consents to the making of any alterations, additions, or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, in a good and workmanlike manner in accordance with applicable Laws (including Laws relating to the use of hazardous material such as asbestos-containing materials) and diligently completed. Tenant shall be responsible for obtaining any and all required permits for work performed at the Premises. Tenant will cause any construction lien filed by any contractor performing construction services on behalf of Tenant (with the exception of Landlord) to be released or bonded over upon notification by Landlord. In the event Tenant fails to bond over or cause the release of any such lien within twenty (20) days after Landlord's written

notice, Landlord may, but is not obligated to, pay off or discharge such lien. The amount so paid by Landlord shall be deemed Additional Rent under this Lease and shall be due and payable by Tenant immediately upon demand by Landlord.

9. REPAIR AND MAINTENANCE OBLIGATIONS.

9.1. Maintenance of Premises. Landlord shall have no obligation, in any manner whatsoever, to improve, modify, restore, repair, or maintain the Premises, or the furniture, fixtures, or equipment therein, all of which obligations are solely those of Tenant. Tenant shall, at Tenant's sole cost and expense, keep the Premises and the Building and all other improvements thereon in good order, condition, and repair, reasonable wear and tear excepted. The duty to restore, repair, and maintain is all inclusive, and extends to, by way of example and not limitation, the exterior, structural, and major utility components of the Premises, all equipment or facilities, such as plumbing, HVAC equipment, electrical, lighting facilities, boilers, pressure vessels, fire protection system, fixtures, walls (interior and exterior), ceiling, roof, floors, windows, doors, plate glass, skylights, landscaping, driveways, parking lots, fences, retaining walls, signs, sidewalks and parkways located in, on, or adjacent to the Premises. Tenant shall maintain and keep free of litter and debris the lawns, shrubbery, sidewalks, parking areas, and grounds on the Premises, including ice and snow removal, and shall provide for its own janitorial and waste collection service. Tenant's obligations shall include restorations, replacements, or renewals when necessary to keep the Premises, including all improvements thereon, or a part thereof in good order, condition, and state of repair, reasonable wear and tear excepted. If Tenant fails to perform Tenant's obligations under this Section 9.1, Landlord may at its option (but shall not be required to) enter upon the Premises after ten (10) days' prior written notice to and cause such obligation to be satisfied, and the cost thereof together with interest thereon at the rate set forth in Section 3.3 shall become due and payable as Additional Rent to Landlord.

9.2. Surrender. Upon the expiration or earlier termination of the Term, Tenant shall surrender the Premises in broom clean condition in as good order, repair, and condition as the same were in at the commencement of the Term, damage by fire and items covered by extended coverage insurance, unavoidable casualty and reasonable wear and tear excepted, as well as any alterations permitted by Landlord, unless Landlord shall request Tenant to remove the same on or before expiration or sooner termination of this Lease. All of Tenant's furniture, personal property, and trade fixtures not removed from the Premises at termination of this Lease shall thereupon be conclusively presumed to have been abandoned by Tenant and forthwith become Landlord's property; provided, however, that Landlord may require Tenant to remove such furniture, personal property, or trade fixtures or, as Tenant's agent, may have such items removed at Tenant's expense. Tenant's obligations set forth in this Section shall survive expiration or termination of this Lease.

10. TAXES.

10.1. Payment of Taxes. Tenant, during the Term, shall pay promptly when due all real estate taxes and assessments which may be imposed upon the Premises. Tenant shall promptly furnish Landlord with satisfactory evidence that such taxes have been paid. Tenant shall pay all taxes assessed against and levied upon Tenant's trade fixtures, and all other personal property of Tenant contained in the Premises. The parties hereto shall cooperate to obtain a tax exemption for the

Premises and if and when so granted the Tenant shall bear no property taxes for said Premises during such exemption period.

10.2. Definition of “Real Estate Taxes”. As used herein, the term “*real estate tax*” includes any form of assessment, license fee, rent tax, levy, penalty, or tax imposed by any authority having the direct or indirect power to tax, including any city, county, state, or federal government, or any school, agricultural, lighting, drainage, or other improvement district thereof, upon any legal or equitable interest of Landlord in the Premises, upon Landlord’s right to rent or business of leasing the Premises, or upon Tenant’s use or occupancy of the Premises.

11. INSURANCE.

11.1. Tenant will, at all times during the Term, at its own cost, maintain, with companies reasonably acceptable to Landlord, rated A-XII or better as set forth in the most current “Best’s Key Rating Guide” and which shall be licensed to do business in the State of West Virginia: (a) commercial general liability and property damage insurance, on an occurrence basis, with combined single liability limits of not less than One Million Dollars (\$1,000,000) per occurrence, Two Million Dollars (\$2,000,000) aggregate, covering Tenant’s activities and operations in the Premises, (b) property insurance in an amount equal to the full replacement cost of the Premises and all improvements thereon, including protection against all perils included within the classification of fire, extended coverage, vandalism, malicious mischief, special extended perils (all risk), sprinkler leakage, rent loss insurance for actual loss sustained and any other perils which Landlord deems reasonable or necessary, (c) causes of loss-special form property insurance covering Tenant’s personal property, trade fixtures and the leased FF&E for its full replacement cost, (d) workers’ compensation insurance in at least the minimum limits of coverage required by law, (e) if applicable, employer’s liability insurance in an amount of One Million Dollars (\$1,000,000) per person for each accident, or disease, and (f) any other insurance which Landlord may reasonably request from time to time during the Term. Notwithstanding anything contained herein to the contrary, all insurance minimum coverage amounts specified in this Section 11 may be increased from time to time, as deemed reasonably necessary by Landlord.

11.2. Tenant shall only maintain such deductibles or self-insured retentions applicable to property and liability insurance coverages as are approved by Landlord. Tenant shall have sole responsibility for the payment of all deductibles or self-insured retentions, and all policies of insurance that include deductibles or self-insured retentions shall clearly state that such deductibles or self-insured retentions apply only to Tenant and not to Landlord. Tenant’s policies shall name Landlord and any other person or entity reasonably designated by Landlord, as additional insureds or loss payees, as applicable, as their interests appear. Promptly following the execution of this Lease (and in any event prior to the commencement of the Term), Tenant shall provide Landlord with certificates of the insurance policies herein required of Tenant which shall indicate that the insurance policies are in full force and effect. Tenant covenants that certificates of all of the insurance policies required under this Lease, and their renewal or replacement, shall be delivered to Landlord once a year. Such policy or policies shall also provide that it shall not be canceled without thirty (30) days’ prior written notice to Landlord. If Tenant fails to supply and maintain any such insurance, Landlord shall have the right, but not the obligation, to purchase such insurance, or any part thereof, and the cost of such insurance shall, immediately upon demand by Landlord, become due and payable as Additional Rent hereunder.

11.3. Landlord and Tenant, up to the monetary limits of their respective insurance policies, each waive any and all rights that either party may have against the other, and release each other from all liability or responsibility to the other or to anyone claiming through or under them (by way of subrogation or otherwise), for any loss or damage to the Premises, any alterations or fixtures, or any trade fixtures or other personal property of any kind or nature whatsoever, which loss or damage is caused by or results from a risk insured against under any insurance policy, in force at the time, carried by the party suffering the loss or damage, notwithstanding that such loss or damage was caused by the fault or negligence of such other party, its agents, servants, employees, representatives, contractors, licensees, invitees, or guests. Both Landlord and Tenant shall obtain a waiver of subrogation from their respective insurance company. Any increased premium cost incurred by Landlord or Tenant by reason of such waiver shall be paid by the party incurring such increased premium.

12. INDEMNIFICATION. To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless Landlord and its affiliates and their respective members, managers, directors, shareholders, officers, employees, attorneys, and agents from and against any and all claims, demands, causes of action, judgments, costs, expenses, and all losses and damages (including consequential and punitive damages and attorney's fees) arising from the use of the Premises by Tenant, its employees, agents, clients, invitees, and guests, or from the conduct of its business or from any activity, work, or other acts or things done, permitted, or suffered by Tenant in or about the Premises, or arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any negligence or willful or criminal misconduct of Tenant, or any member, manager, shareholder, director, officer, agent, employee, independent contractor, guest, or invitee thereof, and from all costs, reasonable attorney's fees and disbursements, and liabilities incurred in the defense of any such claim or any action or proceeding which may be brought against Landlord or which arise out of or are in any way related to this Lease. Nothing contained herein shall be construed to indemnify Landlord for its own acts. The provisions of this Section shall survive the expiration or earlier termination of this Lease.

13. DAMAGE OR DESTRUCTION.

13.1. Total Destruction. If a substantial and material portion of the Premises are damaged by fire or any other casualty, Tenant shall deliver to Landlord, within thirty (30) days of the date of damage, a statement prepared by an independent reputable contractor setting forth the contractor's estimate of the time required to repair the damage (the "**Repair Period**"). For purposes of determining the Repair Period, it shall be deemed to commence on the date of the damage. If the Repair Period is determined to be longer than two hundred seventy (270) days, then either party shall have the right to terminate this Lease upon written notice delivered to the other party within thirty (30) days after Landlord's receipt of the Repair Period notice. Such termination shall be effective at the end of such 30-day period, and Tenant's liability for Rent shall cease as of the day following the casualty and any Rent paid by Tenant in advance and not yet earned as of the date of termination shall be refunded to Tenant within thirty (30) days after such termination.

13.2. Partial Destruction. If, however: (a) neither party elects to terminate this Lease within said 30-day period, or (b) the Premises are damaged or destroyed by fire, earthquake or any other casualty to such extent that the repair and restoration can reasonably be substantially completed

within two hundred seventy (270) days after the date of such casualty, then Tenant shall promptly repair and restore the damaged portion to the condition existing immediately prior to such casualty. All such repairs and restoration shall be performed in a diligent and workmanlike manner and completed by Tenant at its expense.

13.3. Insurance Proceeds. If the cost to reconstruct or repair the Premises to a condition equal to or better than the condition prior to such fire or other casualty is greater than the insurance proceeds received by Tenant, then Tenant shall pay any and all additional amounts necessary to complete the reconstruction or repairs. In the event of a casualty, Tenant's liability for Base Rent shall not cease or be reduced. If Landlord or Tenant terminates this Lease as provided in this Section 13, then Landlord shall be entitled to retain all insurance proceeds paid, or to be paid, pursuant to Tenant's fire and extended coverage insurance policies.

14. **CONDEMNATION.** If all of the Premises is taken under the power of eminent domain, or sold under the threat of the exercise of said power (all of which are herein called "condemnation"), this Lease shall automatically terminate as of the date the condemning authority takes title or possession, whichever occurs first. If a portion, but not all, of the Premises is taken by condemnation, this Lease shall automatically terminate as to the portion of the Premises so taken as of the date the condemning authority takes title or possession, whichever occurs first. The Base Rent shall not, however, be reduced. In the event of any condemnation, Landlord shall be entitled to the entire award or compensation paid by the condemning authority, and Tenant hereby assigns to Landlord all rights to damages on account of any such condemnation. The foregoing notwithstanding, to the extent that the same does not diminish Landlord's or its mortgagee's award, Tenant may keep any award made directly to Tenant by the condemning authority as compensation for moving expenses or the taking of Tenant's leasehold improvements, trade fixtures or alterations, if any.

15. **DEFAULTS; REMEDIES.**

15.1. Tenant Default. The occurrence of any one or more of the following events (each hereinafter referred to as an "*Event of Default*") shall constitute a breach of this Lease by Tenant:

- (a) The failure by Tenant to make any payment of Rent or any other payment required to be made by Tenant hereunder, as and when due, where the failure continues for a period of five (5) days after such payment was due.
- (b) The failure by Tenant to observe or perform any of the covenants, conditions, or provisions of this Lease to be observed or performed by Tenant, other than those described in subparagraph (a) above or subparagraphs (i) through (k) below, where the failure continues for a period of thirty (30) days after notice thereof from Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commences such cure within the thirty (30) day period and thereafter diligently completes the cure.
- (c) The making by Tenant of any general assignment, or general arrangement for the benefit of creditors.

- (d) The filing by Tenant of a petition to have Tenant adjudged as bankrupt.
- (e) The judicial declaration of Tenant as bankrupt.
- (f) The appointment of a trustee or receiver to take possession of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if possession is not restored to Tenant within thirty (30) days.
- (g) The attachment, execution or other judicial seizure of substantially all Tenant's assets located at the Premises or of Tenant's interest in this Lease, if the seizure is not discharged within thirty (30) days.
- (h) If the Tenant vacates, abandons or deserts the Premises or if the Tenant fails to occupy the Premises for more than thirty (30) consecutive days (provided that a scheduled recess or break from academic activities in the ordinary course of business of the Tenant shall not be deemed to be a failure to occupy the Premises).
- (i) The failure to provide reasonable evidence of any insurance required to be carried by Tenant pursuant to this Lease.
- (j) The failure of Tenant to perform any of the covenants, conditions, or provisions of this Lease which endangers or threatens life or property if such failure is not cured as soon as commercially reasonable but in no event more than three (3) business days following written notice to Tenant of such failure.
- (k) Tenant's failure to deliver the Premises to Landlord at the expiration or earlier termination of this Lease in the condition specified in this Lease.

15.2. Remedies upon Tenant's Default. In the event of any Event of Default, Landlord may, in addition to any other remedies which may be available to Landlord at law or in equity, do any of the following:

- (a) Terminate this Lease and, upon such termination, Tenant shall immediately surrender possession of the Premises in the condition required by Section 9.2 and this Lease shall come to an end and expire, but the Tenant shall remain liable as set forth below. In the event of any such termination, Landlord, at its option, may (i) accelerate and declare the entire remaining unpaid Rent for the balance of the Term hereof to be immediately due and payable, or (ii) Landlord shall be entitled, at its option, to obtain from Tenant, and Tenant shall pay to Landlord (y) the Rent payable hereunder up to the time of termination and (z) thereafter until the expiration of the Term, whether or not the Premises shall be relet and as and when due in accordance with the provisions hereof, the Rent payable hereunder as if this Lease had remained in effect less the net proceeds to Landlord of any reletting of the Premises, after deducting all expenses in connection with such reletting, including without limitation, all costs, fees and expenses of repossession, brokers, advertising, attorneys, courts, repairing, cleaning, repainting, and remodeling the Premises for reletting.

- (b) Either with or without terminating this Lease, the Landlord may terminate Tenant's right to possession of the Premises and expel Tenant and those claiming under it and remove their effects without being guilty of any manner of trespass and Landlord may relet the whole or any part of the Premises from time to time, either in the name of the Landlord or otherwise, to such tenant or tenants, for such term or terms ending before, on or after the expiration of this Lease, at such rental or rentals and upon such other conditions, which may include concession and free rent periods, as the Landlord, in its sole discretion, may determine. Tenant hereby constitutes Landlord its attorney-in-fact to take any and all actions necessary or incidental to such reletting. In no event shall any such reletting, or any failure to relet, operate to relieve Tenant of any liability under this Lease or otherwise affect any such liability; and Landlord may make such repairs, replacements, alterations, additions, improvements, decorations and other physical changes in and to the Premises as Landlord, in its sole discretion, considers advisable or necessary in connection with any such reletting or proposed reletting, without relieving Tenant of any liability under this Lease or otherwise affecting such liability. No action by Landlord, including termination of Tenant's right to possession of the Premises, shall be deemed a termination of this Lease unless expressly so designated by Landlord in writing.
- (c) Landlord may, at its option, remedy such Event of Default and Tenant shall reimburse Landlord for all costs and expenses incurred by Landlord in connection therewith immediately upon demand by Landlord. No actions taken by Landlord pursuant to this Section 15.2(c) shall relieve or excuse Tenant from any of its duties or obligations or be deemed to have cured or avoided any Event of Default.
- (d) Landlord shall have the right to recover the Rent and all other amounts payable by Tenant hereunder as they become due and all other damages incurred by Landlord as a result of an Event of Default, including, without limitation, attorneys' fees and any costs of reletting (including without limitation, all costs, fees and expenses of repossession, brokers, advertising, attorneys, courts, repairing, cleaning, repainting, and remodeling the Premises for reletting) and costs incurred by Landlord as a result of the breach of lease by Tenant. No remedy herein or otherwise conferred upon or reserved to Landlord shall be considered exclusive of any other remedy but the same shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute, and every power and remedy given by this Lease to Landlord may be exercised from time to time and as often as the occasion may arise or as may be deemed expedient. No delay or omission of Landlord to exercise any right or power arising from any default shall impair any such right or power or shall be construed to be a waiver of any such default or any acquiescence therein. The rights herein given to receive, collect, sue for or distrain for any rent or rents, monies or payments, or to enforce the terms, provisions and conditions of this Lease, or to prevent the breach of non-observance thereof, or the exercise of any such right or of any other right or remedy hereunder or otherwise granted or arising, shall not in any way affect or impair or toll the right or power of Landlord to declare the Term hereby granted ended and to terminate this Lease as herein provided because of any Event of Default.

15.3. **Landlord's Default.** Landlord shall not be in default under the terms of this Lease unless Landlord fails to perform obligations required of it hereunder within thirty (30) days after Landlord's receipt of notice of such failure from Tenant; provided that if the nature of Landlord's obligation is such that more than thirty (30) days are reasonably required for performance, then Landlord shall not be in default if Landlord commences performance within the thirty (30) day period and thereafter diligently pursues the same to completion.

16. **HOLDING OVER.** If Tenant remains in possession of the Premises after the expiration or termination of this Lease, and without the execution of a new Lease, Tenant shall be deemed to be occupying the Premises as a Tenant from month-to-month, subject to all of the conditions, provisions and obligations of this Lease insofar as they are applicable to a month-to-month tenancy except that rent shall increase to an amount equal to one hundred fifty percent (150%) of its then current rate as of the last month of the Term. Nothing contained herein shall be construed as consent by Landlord to any holding over or continued holding over by Tenant. In the event that Tenant holds over, Tenant shall indemnify and hold Landlord harmless from any and all loss or liability resulting from such failure to surrender possession of the Premises at the expiration or earlier termination of the Term, including any claims made by any succeeding tenant founded on such failure.

17. **SIGNS.** Tenant may erect such signs on the exterior or interior of the Premises as Tenant may deem desirable, subject to Landlord's approval. Tenant's signage must comply with any applicable Laws. Tenant shall remove any such signs prior to the termination of this Lease, and restore its location to a condition at least equal to its condition at the time of the installation of such sign, all at Tenant's sole cost. Tenant's obligations set forth in this Section shall survive expiration or termination of this Lease.

18. **LANDLORD'S ACCESS.** Landlord and Landlord's agent shall have the right to enter the Premises with twenty-four (24) hours' advance notice (except in the event of an emergency, in which event no advance notice shall be required) for the purpose of inspecting, repairs, improvements or additions to the Premises, for exhibiting the Premises to a prospective lender or tenant, or as Landlord otherwise deems reasonably necessary.

19. **NOTICES.** All acceptances, approvals, consents, notices, demands or other communications required or permitted to be given or sent by either party to the other ("**Notices**") shall be in writing and shall be deemed to have been received upon delivery (or upon refusal of acceptance of delivery) when delivered (a) in person, or (b) by an overnight delivery service when sent by an overnight delivery service that maintains records of receipt, or (c) by United States certified mail with postage prepaid. All Notices shall be addressed to:

LANDLORD: c/o Pansophic Learning
 1650 Tysons Boulevard, Suite 600
 McLean, Virginia 22102
 Attn: General Counsel
 E-mail: legal@pansophic.com

TENANT: _____

Attn: _____

The address to which any such written communication may be given or sent to either party may be changed by written notice given by such party as above provided.

20. **SEVERABILITY; CHOICE OF LAW.** The invalidity of any provision of this Lease, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. This Lease shall be governed by the laws of the state of West Virginia and the venue shall be [_____] County, West Virginia. The language in all parts of this Lease shall be construed as a whole according to its fair meaning, and not strictly for or against either Landlord or Tenant.

21. **EFFECT OF WAIVERS.** No waiver by Landlord or Tenant of any provision hereof shall be deemed a waiver of any other provision or of any subsequent breach by Tenant or Landlord of the same or any other provision. Landlord's consent to or approval of any act by Tenant shall not be deemed to render unnecessary the obtaining of Landlord's consent to or approval of any subsequent act by Tenant.

22. **CUMULATIVE REMEDIES.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

23. **BINDING EFFECT.** This Lease shall bind the parties hereto and their personal representatives, successors and assigns.

24. **ENTIRE AGREEMENT; AMENDMENT.** All preliminary and contemporaneous agreements and understandings are merged and incorporated into this Lease which contains the entire agreement between the parties. This Lease may not be modified or amended in any manner except by an instrument in writing executed by the parties hereto.

25. **BROKERAGE.** Tenant covenants and agrees to save Landlord harmless from any and all claims for brokerage fees arising out of this Lease, which covenant and agreement shall be binding upon the successors and assigns of Tenant. Landlord represents and warrants to Tenant it has not engaged the services of a broker in connection with this Lease.

26. **SECURITY DEPOSIT.** Simultaneously with Tenant's execution of this Lease, Tenant shall pay to Landlord a security deposit in the amount of [_____] Dollars (\$_____) (the "**Security Deposit**"), as security for the performance of Tenant's obligations hereunder, including the payment of all Rent. In the event of a default by Tenant, Landlord at its option may apply such part of the Security Deposit as may be necessary to cure the default, and if Landlord does so, Tenant shall, within five (5) days after receipt of demand therefor, redeposit with Landlord an amount equal to that so applied so that Landlord will have the full Security Deposit on hand at all times during the Term of this Lease. Upon the termination of this Lease, provided Tenant is not in default hereunder, Landlord shall refund to Tenant any then remaining balance of the Security Deposit, without interest. In the event of a sale or ground lease of the Premises, Landlord shall have the right to transfer the Security Deposit to the lender or tenant and Landlord shall thereupon be released by Tenant from all liability for the return of the Security Deposit; and Tenant agrees to look solely to the new landlord for the return of the Security

Deposit; and it is agreed that the provisions hereof shall apply to every transfer or assignment made of the Security Deposit to a new landlord.

27. SUBORDINATION. This Lease is and shall automatically be subordinate to any and all mortgages and other security instruments now existing, or which may hereafter be made by Landlord, its successors or assigns covering the Premises or any portion or portions thereof, and for the full amount of all advances made or to be made thereunder (without regard to the time or character of such advances), together with interest thereon, and subject to all the terms and provisions thereof and to any renewals, extensions, modifications and consolidations thereof. The agreements contained in this Section 27 shall be effective without the execution of any further documents; provided, however, that Tenant shall, within ten (10) days after written request by Landlord or its lender(s), make, execute, acknowledge and deliver any and all documents requested by Landlord or its lender(s) which are or may be necessary or desirable for more fully and certainly assuring the subordination of this Lease to any such mortgages or other security instruments. If Tenant fails to execute any such document within such ten (10) day period, Tenant hereby appoints Landlord as the attorney-in-fact of Tenant, coupled with an interest, to execute and deliver such document for and in the name of Tenant. Any person or persons purchasing or otherwise acquiring any interest at any sale and/or other proceedings under such mortgages or other security instruments may elect to continue this Lease in full force and effect in the same manner, and with like effect as if such person or persons had been named as Landlord herein, and in the event of such election, this Lease shall continue in full force and effect as aforesaid, and Tenant hereby attorns and agrees to attorn to such person or persons.

28. ESTOPPEL CERTIFICATES. Tenant shall, within ten (10) days after written request by Landlord, execute, acknowledge and deliver to Landlord, in form reasonably satisfactory to Landlord or Landlord's mortgagee or purchaser, a written statement certifying (if true) that this Lease is unmodified and in full force and effect (or, if there have been modifications, that the same is in full force and effect as modified and stating the modifications), that Landlord is not in default hereunder, the date to which the Rent and other charges have been paid and such other information as may reasonably be required by Landlord. It is intended that any such statement delivered pursuant to this Section may be relied upon by any prospective purchaser or mortgagee of the Premises and their respective successors and assigns. If Tenant fails to execute any such document within such ten (10) day period, Tenant hereby appoints Landlord as the attorney-in-fact of Tenant, coupled with an interest, to execute and deliver such document for and in the name of Tenant.

29. HAZARDOUS MATERIALS. Tenant shall not cause or permit any Hazardous Materials (as defined herein) to be generated, used, released, stored, or disposed of in or about the Premises. Tenant shall indemnify and hold Landlord, its members and managers and their respective employees and agents, harmless from and against any damage, injury, loss, liability, charge, demand, or claim based on or arising out of the presence or removal of, or failure to remove, Hazardous Materials generated, used, released, stored, or disposed of by Tenant or any or its agents, employees, servants, representatives, contractors, licensees or invitees. "Hazardous Materials" shall mean any chemical, compound, material, substance, or other matter that: (a) is defined as a hazardous substance, hazardous material or waste, or toxic substance under any Environmental Law (as defined herein); (b) is regulated, controlled, or governed by any Environmental Law or other Laws; (c) is petroleum or a petroleum product; or (d) is asbestos, formaldehyde, radioactive material, drug, bacteria, virus, or other injurious or potentially injurious

material (by itself or in combination with other materials). “Environmental Laws” means and includes any and all present and future federal, state, or local laws, ordinances, rules, decrees, orders, regulations, or court decisions relating to hazardous substances, hazardous materials, hazardous waste, toxic substances, pollution, protection of human health, safety, environmental conditions on, under, or about the Premises, or soil and ground water conditions, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), the Resource Conservation and Recovery Act (RCRA), the Hazardous Materials Transportation Act, the Clean Air Act, the Clean Water Act, and any other Law concerning hazardous or toxic substances, and any amendments to the foregoing. The obligations set forth in this Section 29 shall survive expiration or termination of the Lease.

30. LANDLORD’S LIEN. Landlord shall at all times have a valid first lien upon all of the personal property of Tenant situated in the Premises to secure payment of Rent and other sums and charges due hereunder from Tenant to Landlord and to secure the performance by Tenant of each of the covenants, warranties, agreements and conditions hereof. If Tenant at any time be in default hereunder and for so long as the same remains uncured, no items of Tenant’s personal property shall be removed from the Premises without the consent of Landlord. Tenant shall from time to time execute any financing statements and other instruments necessary to perfect the security interest granted herein. The lien herein granted may be foreclosed in the manner and form provided by law for the foreclosure of security instruments or chattel mortgages, or in any other manner provided by law. This Lease is intended as and constitutes a security agreement within the meaning of the Uniform Commercial Code of the State of West Virginia.

31. MISCELLANEOUS.

31.1. Attachments, Headings, Terms. All attachments referred to herein are hereby incorporated by reference into this Lease. The headings and underscoring contained herein are for convenience purposes only and shall not be used to interpret nor be deemed to extend or limit the specific sections. The word or words enclosed in quotation marks shall be construed as defined terms for purposes of this agreement. The terms “Landlord” and “Tenant” shall be construed to mean, when required by the context, the directors, officers, employees, invitees, contractors, materialmen, servants and agents of Landlord and Tenant.

31.2. Attorney’s Fees. If either party named herein brings an action to enforce the terms of this Lease or to declare rights hereunder, the prevailing party in any such action, on trial or appeal, shall be entitled to its reasonable attorney’s fees to be paid by losing party as fixed by the court.

31.3. Execution and Delivery. This Lease shall not be binding nor confer any rights upon either party unless and until executed and mutually delivered by and between both parties.

31.4. Relationship of Parties. This Lease does not create the relationship of principal and agent or a partnership or joint venture, or of any association other than that of landlord and tenant.

31.5. Counterparts; Electronic Signatures. This Lease may be executed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one agreement. The signature of any party to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. The parties may execute this Lease and deliver

electronic copies of the signature page in a PDF format, which shall have the same effect as if the party delivered an original.

31.6. Time is of the Essence. Time is of the essence relative to all terms and conditions set forth in this Lease.

31.7. Recording. This Lease shall not be recorded, but the parties agree, at the request of either of them, to execute a Memorandum of Lease for recording, containing the names of the parties, their addresses, the legal description, the commencement date, the termination date and the term of the Lease. The party requesting recordation shall be responsible for payment of any taxes, fees, or other amounts payable in connection with recordation.

31.8. Landlord Means Owner. The term "Landlord" as used in this Lease, so far as covenants or obligations on the part of Landlord are concerned, shall be limited to mean and include only the owner or owners at the time in question of the fee of the Premises, and in the event of any transfer or transfer of the title to such fee, Landlord herein named (and in case of any subsequent transfer or conveyances, the then grantor) shall be automatically freed and relieved, from and after the date of such transfer or conveyance, of all liabilities with respect to the performance of any covenants or obligations on the part of Landlord contained in this Lease thereafter to be performed.

31.9. Force Majeure. In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder, by reason of strikes, lockouts, inability to procure labor, fuel or materials, disruption of the labor force, disruption of supply chains, disruption of transportation systems, failure of power, restrictive governmental laws or regulations, riots, insurrection, acts of terrorism, war, fire or other casualty, epidemics, pandemics, viral or communicable disease outbreaks, quarantines, national, regional or local emergencies, acts, orders or requirements of any governmental authority or other reasons of a similar or dissimilar nature beyond the reasonable control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act shall be excused for the period of the delay and the period for the performance of any such act shall be extended for a period equivalent to the period of such delay. The provisions of this section shall not operate to excuse Tenant from prompt payment of Rent or any other payments required by the terms of this Lease and shall not extend the Term. Delays or failures to perform resulting from lack of funds shall not be deemed delays beyond the reasonable control of a party.

31.10. Limitation of Landlord's Liability. Landlord shall not be liable for any loss of or damage to any property of Tenant or of any others located in or on the Premises, or any injury or damage to persons or property that occurs in or on the Premises or results from an occurrence in or on the Premises and Tenant does hereby expressly release Landlord from all liability for any damage, loss, or injury covered in this Section. The obligations of Landlord under this Lease shall not constitute personal obligations of Landlord, and Tenant shall look solely to the Premises, and to no other assets of Landlord, for the satisfaction of any liability of Landlord with respect to this Lease. No member, partner, shareholder, manager, officer, director, agent or employee of Landlord shall be individually or personally liable for the payment of any amounts hereunder or be subject to any personal liability or accountability by reason of the execution and delivery of this Lease or Landlord's obligations hereunder. Notwithstanding anything contained in this Lease to the

contrary, in no event shall Landlord be responsible for any indirect, special, punitive, or consequential damages.

31.11. Tenant Authority. Tenant hereby represents and warrants that (a) Tenant is a [nonprofit corporation] duly organized and validly existing under the laws of the State of [West Virginia], (b) Tenant has full power and authority to execute and deliver this Lease and to consummate the transactions contemplated hereby, (c) Tenant's performance of this Lease and the transactions contemplated hereby have been duly authorized by all requisite action on the part of Tenant and the individuals executing this Lease on behalf of Tenant have full power and authority to legally bind Tenant and (d) this Lease has been duly and properly executed on behalf of Tenant, and neither the execution and delivery of this Lease nor the consummation of the transactions contemplated hereby will result in a default (or an event that, with notice or the passage of time or both, would constitute a default) under, a violation or breach of, a conflict with, a right of termination of, or an acceleration of indebtedness under or performance required by, any note, indenture, license, lease, franchise, mortgage, deed of trust or other instrument or agreement to which Tenant is a party or by which Tenant is bound.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective Date.

LANDLORD:

By: _____

Print Name: _____

Title: _____

[Signatures continue on the following page.]

TENANT:

By: _____

Print Name: _____

Title: _____

[End of signatures.]

EXHIBIT A
PROPERTY

EXHIBIT B
RULES AND
REGULATIONS

1. Sidewalks, doorways, vestibules, halls, stairways, and other similar areas shall not be obstructed by or used by Tenant for any purpose other than ingress and egress to and from portions of the Premises.
2. Plumbing fixtures and appliances shall be used only for the purpose for which designated, and no sweepings, rubbish, rags, or other unsuitable material shall be thrown or placed therein. Damage resulting to any such fixtures or appliances from misuse by Tenant shall be paid by Tenant, and Landlord shall not in any case be responsible therefor.
3. No part of the Premises may be defaced by Tenant.
4. Tenant shall not permit firearms to be brought into any part of the Premises, nor shall Tenant do or permit anything to be done in the Premises or bring or keep anything therein which will in any way increase the rate of fire insurance on the Premises, or property kept therein, or conflict with the laws relating to fire, or with any regulations of the fire department, or with any insurance policy upon said Premises or any part thereof, or conflict with any rules and ordinances of the local Board of Health or any other governing body.
5. Tenant will refer all contractors, contractors' representatives and installation technicians tendering any design service related to structural changes to the Building to Landlord for Landlord's inspection, and approval of design plans before the performance of any contractual services. This provision shall apply to all work performed in the Building that affects the structural condition of the Building.
6. Landlord shall have the power to prescribe the weight and position of safes and other heavy equipment (including files), which shall in all cases, to distribute weight, stand on supporting devices approved by Landlord. Tenant shall notify the Landlord when safes, or other heavy equipment, are to be taken in or out of the Premises, and the moving shall be done under the supervision of the Landlord. Persons employed to move such property must be acceptable to Landlord. All damage done to the Premises by taking in or putting out any property of Tenant's or done by Tenant's property while in the Premises, shall be repaired at the expense of the Tenant.
7. Corridor doors, when not in use, shall be kept closed.
8. Tenant shall keep its Premises neat and clean. Landlord shall in no way be responsible to Tenant, its agents, employees, or invitees for any loss of property from the public areas or for any damages to any property thereon from any cause whatsoever, unless caused by Landlord.
9. Should Tenant require telegraphic, telephonic, annunciator, or other communication service, Landlord shall be consulted by Tenant about where and how wires are to be

introduced and placed and none shall be introduced or placed except as Landlord shall approve, which approval will not be unreasonably withheld. Tenant shall not make or permit any improper noises in the Premises.

10. Nothing shall be swept or thrown into the corridors, halls, elevator shafts, or stairways. Nothing shall be thrown out the windows of the Building. No birds or animals shall be brought into or kept in, on or about the Premises on a permanent basis, service animals excepted.
11. No windows or other openings that reflect or admit light into the corridors or passageways, shall be covered or obstructed by Tenant except in the normal course of operating a school where, for instance, student work is displayed.
12. No machinery not used in the normal course of operating a school and its facilities shall be used by Tenant on the Premises without the prior written consent of Landlord, which consent shall not be unreasonably withheld, delayed or conditioned, nor shall Tenant use, or keep, in the Premises any flammable or explosive fluid or substance, not considered a product in everyday use such as cleaning substances.
13. No portion of the Premises shall at any time be used or occupied as sleeping or lodging quarters.
14. The water closets and other water fixtures shall not be used for any purpose other than those for which they were constructed, and any damage resulting to them from misuse shall be borne by the person who shall occasion it.
15. All glass, locks and trimmings in or about the doors and windows, and all electric fixtures belonging to the Premises shall be kept whole, and whenever broken by anyone, shall be immediately replaced or repaired and put in order at Tenant's cost, unless the repair or replacement was caused by Landlord, under the direction and to the satisfaction of Landlord, and upon Tenant's removal from the Premises, shall be left whole and in good repair.
16. Any fixtures, except "Smart Boards" or similar technology equipment, shall be considered as part of the Premises and will become the Landlord's property upon Tenant's surrender of the Premises.
17. No electric heaters are allowed in the Premises without prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned, or delayed.
18. No smoking shall be allowed in the Building.

Eastern Panhandle Preparatory Academy: Appendix G
Sample Action Plan for Charter School Closure

Sample Action Plan for Charter School Closure¹

IMMEDIATE ACTIONS

ACTION ITEM	RESPONSIBILITY FOR COMPLETING ACTION	COMPLETION DATE ²	STATUS
<p>1 Create "Charter School Closure: Frequently Asked Questions" Document General document from authorizer outlining Authorizing Board's policies, commitment to quality authorizing through supporting the transition of students and staff to new settings, overview of transition steps, general timelines, checklist for parents transitioning to a new school in the next school year and authorizer contact information.</p>	Authorizer Lead	Prior to the authorizing board's vote to close the charter school	
<p>2 Establish Transition Team and Assign Roles A team dedicated to ensuring the smooth transition of students, staff and close down of the school's business populated by authorizer staff in conjunction with board members and staff of the closing charter school.</p> <p>Team to include:</p> <ul style="list-style-type: none"> - Lead person from Authorizer Staff; - Charter School Board chair; - Lead Administrator from the Charter School; - Lead Finance person from the Charter School; - Lead person from the Charter School Faculty; and, - Lead person from the Charter School Parent Organization. 	Authorizer Lead and Charter School Board Chair	Within 24 hours of the authorizing board's vote to close the charter school	
<p>3 Assign Transition Team Action Item Responsibilities Distribute contact information to all transition team members, set calendar for meetings and assign dates for completion of each charter school closure action item.</p>	Authorizer Lead and Charter School Board Chair	Within 48 hours of the authorizing board's vote to close the charter school	
<p>4 Initial Closure Notification Letter: Parents & School Distribute letter to faculty, staff and parents outlining:</p> <ul style="list-style-type: none"> - Closure decision; - Timeline for transition; and - Help Line information. 	Authorizer Lead and Charter School Board Chair	Within 24 hours of the authorizing board's vote to close the charter school	
<p>5 Initial Closure Notification Letter: State & Local Agencies Letter to state education agency as well as local school districts (as necessary by statute or to inform local district for purposes of enrolling students from the closing school) to include:</p> <ul style="list-style-type: none"> - notification materials distributed to parents; - notification materials distributed to faculty and staff; and - authorizing board decision materials, resolution to close school, copy of any termination agreement (if applicable). <p>Copy local public school districts as required by quality practice, state statute and regulation.</p>	Authorizer Lead and Charter School Board Chair	Within 24 hours of the authorizing board's vote to close the charter school	
<p>6 Talking Points Create talking points for parents, faculty, community and press. Focus on communicating plans for orderly transition of students and staff. Distribute to transition team.</p>	Authorizer Lead and Charter School Board Chair	Within 24 hours of the authorizing board's vote to close the charter school	
<p>7 Press Release Create and distribute a press release that includes the following:</p> <ul style="list-style-type: none"> - history of school; - authorizing board closure policies; - reason(s) for school closure; - outline of support for students, parents and staff; and - a press point person for the authorizer and for the school. 	Authorizer Lead and Charter School Board Chair	Within 24 hours of the authorizing board's vote to close the charter school	

8	<p>Continue Current Instruction Continue instruction under current education program per charter contract until end of school calendar for regular school year.</p>	Charter School Administrator Lead	Continuous after the authorizing board's closure vote until end of classes as designated in authorizing board's closure resolution	
9	<p>Terminate Summer Instruction Program Take appropriate action to terminate any summer instruction, such as canceling teaching contracts.</p>	Charter School Board Chair and Administrator Lead	Within 48 hours of the authorizing board's vote to close the charter school	
10	<p>Secure Student Records Ensure all student records are organized, up to date and maintained in a secure location.</p>	Charter School Administrator Lead	Within 24 hours of the authorizing board's vote to close the charter school	
11	<p>Secure Financial Records Ensure all financial records are organized, up to date and maintained in a secure location.</p>	Charter School Financial Lead	Within 24 hours of the authorizing board's vote to close the charter school	
12	<p>Parent Contact Information Create Parent Contact List to include:</p> <ul style="list-style-type: none"> - student name; - address; - telephone; and - email, if possible. <p>Provide a copy of the parent contact information to the authorizer.</p>	Charter School Administrator Lead	Within 24 hours of the authorizing board's vote to close the charter school	
13	<p>Faculty Contact Information Create Faculty Contact List that includes:</p> <ul style="list-style-type: none"> - name; - position; - address; - telephone; and - email. <p>Provide a copy of the list to the authorizer.</p>	Charter School Faculty Lead	Within 24 hours of the authorizing board's vote to close the charter school	
14	<p>Convene Parent Closure Meeting Plan and convene a parent closure meeting.</p> <ul style="list-style-type: none"> - Make copies of "Closure FAQ" document available; - Provide overview of authorizer board closure policy and closure decision; - Provide calendar of important dates for parents; - Provide specific remaining school vacation days and date for end of classes; - Present timeline for transitioning students; - Present timeline for closing down of school operations; and - Provide contact and help line information. 	Authorizer Lead, Charter School Administrator and Charter School Parent Organization Leads	Within 72 hours of the authorizing board's vote to close the charter school	
15	<p>Convene Faculty/Staff Meeting Board Chair to communicate:</p> <ul style="list-style-type: none"> - commitment to continuing coherent school operations throughout closure transition; - plan to assist students and staff by making closing as smooth as possible; - reasons for closure; - timeline for transition details; - compensation and benefits timeline; and - contact information for ongoing questions. <p>Provide the authorizer copies of all materials distributed at the Faculty/Staff Meeting.</p>	Charter School Board Chair, Charter School Administrator Lead and Charter School Faculty Lead	Within 72 hours of the authorizing board's vote to close the charter school	
16	<p>Establish Use of Reserve Funds If school is required to maintain closure reserve funds, identify acceptable use of such funds to support the orderly closure of the school.</p>	Authorizer, Charter School Board Chair and Charter School Financial Lead	Within one week of the authorizing board's vote to close the charter school	

17	<p>Maintenance of Location and Communication</p> <p>Establish if the school will maintain the current facility as its locus of operation for the duration of closing out the school's business, regulatory and legal obligations. In the event the facility is sold or otherwise vacated before concluding the school's affairs, the school must relocate its business records and remaining assets to a location where a responsive and knowledgeable party is available to assist with closure operations. The school must maintain operational telephone service with voice message capability and maintain custody of business records until all business and transactions are completed and legal obligations are satisfied. The school must immediately inform the authorizer if any change in location or contact information occurs.</p>	Charter School Board Chair	Ongoing until closure complete	
18	<p>Insurance</p> <p>The school's assets and any assets in the school that belong to others must be protected against theft, misappropriation and deterioration. The school should:</p> <ul style="list-style-type: none"> - maintain existing insurance coverage until the disposal of such assets under the school closure action plan; - continue existing insurance for the facility, vehicles and other assets until 1) disposal or transfer of real estate or termination of lease, and 2) disposal, transfer or sale of vehicles and other assets; - negotiate facility insurance with entities that may take possession of school facility (lenders, mortgagors, bond holders, etc.); - continue or obtain appropriate security services; and - plan to move assets to secure storage after closure of the school facility. <p>If applicable under state statute, the school should maintain existing directors and officers liability (D&O) insurance, if any, until final dissolution of the school.</p>	Charter School Board Chair and Charter School Financial Lead	Ongoing until all business related to closure is completed	

NOTIFICATIONS

ACTION ITEM	RESPONSIBILITY FOR COMPLETING ACTION	COMPLETION DATE ²	STATUS
<p>19 Parent/Guardian Closure Transition Letter Distribute letter with detailed guidance regarding transition plan. Notification should include, but not be limited to:</p> <ul style="list-style-type: none"> - date of the last day of regular instruction; - cancellation of any planned summer school; - notification of mandatory enrollment under state law; - date(s) of any planned school choice fair(s); - listing of the contact and enrollment information for charter, parochial, public and private schools in the area; - information on obtaining student records pursuant to the state Freedom of Information Law before the end of classes; and - contact information for parent/guardian assistance/questions. <p>Provide the authorizer with a copy of the letter.</p>	<p>Charter School Board Chair and Charter School Administrator Lead</p>	<p>Within 10 days of the authorizing board's vote to close the charter school</p>	
<p>20 Staff/Faculty Closure Transition Letter Outline transition plans and timelines for staff, including but not limited to:</p> <ul style="list-style-type: none"> - commitment of school's board to transitioning staff; - commitment to positive transition of children into new educational settings; - any transition to new employment assistance board anticipates providing (such as job fairs); - timelines for compensation and benefits; - timelines for outstanding professional development issues; - COBRA information; - pertinent licensure information; - faculty lead contact information; and - transition team member contact information. <p>Provide the authorizer with a copy of the letter and any accompanying materials.</p>	<p>Charter School Board Chair</p>	<p>Within 10 days of the authorizing board's vote to close the charter school</p>	
<p>21 Agency Notifications The school must satisfy statutory and regulatory obligations to ensure a smooth transition for students. Check requirements under state statute and regulation. Agency notifications may include:</p> <ul style="list-style-type: none"> - state charter school oversight department; - school finance; - grants management; - federal programs office; - state teacher retirement system; - non-instructional staff retirement system; - local school district superintendent(s); - state auditor/comptroller/budget office (depending on revenue flow); - assessment and testing; - data reporting (student information); - child nutrition; and - transportation. 	<p>Authorizer Lead and Charter School Board Chair</p>	<p>Within 10 days of the authorizing board's vote to close the charter school</p>	

22	<p>Union Notification Pursuant to any Collective Bargaining Agreement If applicable, the school should contact legal counsel and work with them to notify any unions of termination of collective bargaining agreements (CBAs) and the pending cessation of instruction, pursuant to the notice requirements set forth in any existing CBA or notice requirements of applicable federal, state and local law. The school should:</p> <ul style="list-style-type: none"> - consult with legal counsel with respect to notice requirements for terminating the CBA and the legal implications with respect to termination of CBAs and the termination of employees connected to the CBAs; - provide a copy of the latest CBA to the authorizer; - provide a copy of the notice to the authorizer; and - keep the authorizer informed of the implications, penalties and damages in connection with any termination of a CBA and ongoing discussions and negotiations with the union in connection with termination. 	Charter School Board Chair	Within one week of the authorizing board's vote to close the charter school	
23	<p>Notification of Employees and Benefit Providers The school should establish an employee termination date and:</p> <ul style="list-style-type: none"> - notify all employees of termination of employment and/or contracts; - notify benefit providers of pending termination of all employees; - notify employees and providers of termination of all benefit programs; - terminate all programs as of the last date of service in accordance with applicable law and regulations (i.e., COBRA), including: <ul style="list-style-type: none"> - health care/health insurance; - life insurance; - dental plans; - eyeglass plans; - cafeteria plans; - 401(k) retirement plans; and - pension plans. <p>Specific rules and regulations may apply to such programs, especially teachers' retirement plans, so legal counsel should be consulted.</p> <p>Provide the authorizer copies of all materials.</p>	Charter School Board Chair and Charter School Financial Lead	Within 45 days of the authorizing board's vote to close the charter school	
24	<p>Notification of Management Company/Organization and Termination of Contract The school must:</p> <ul style="list-style-type: none"> - notify management company/organization of termination of education program by the school's board, providing the last day of classes and absence of summer programs; - provide notice of non-renewal in accordance with management contract; - request final invoice and accounting to include accounting of retained school funds and grant fund status; and - provide notice that the management company/organization should remove any property lent to the school after the end of classes and request a receipt of such property. <p>Provide a copy of this notification to the authorizer.</p>	Charter School Board Chair	Within three weeks of the authorizing board's vote to close the charter school	
25	<p>Notification of Contractors Agreement The school must formulate a list of all contractors with contracts in effect and:</p> <ul style="list-style-type: none"> - notify them regarding school closure and cessation of operations; - instruct contractors to make arrangements to remove any contractor property from the school by a certain date (copying machines, water coolers, other rented property); - retain records of past contracts as proof of full payment; and - maintain telephone, gas, electric, water and insurance (including Directors and Officers liability insurance) long enough to cover the time period required for all necessary closure procedures to be complete. <p>Provide the authorizer written notice of such notification.</p>	Charter School Financial Lead	Within three weeks of the authorizing board's vote to close the charter school	

26	<p>Notification to Creditors Solicit from each creditor a final accounting of the school's accrued and unpaid debt. Compare the figures provided with the school's calculation of the debt and reconcile.</p> <p>Where possible, negotiate a settlement of debts consummated by a settlement agreement reflecting satisfaction and release of the existing obligations.</p> <p>Provide the authorizer a written summary of this activity.</p>	Charter School Financial Lead	Within one month of the authorizing board's vote to close the charter school	
27	<p>Notification to Debtors Contact all debtors and demand payment. If collection efforts are unsuccessful, consider turning the debt over to a commercial debt collection agency. All records regarding such collection or disputes by debtors regarding amounts owed must be retained.</p> <p>Provide the authorizer a written summary of this activity.</p>	Charter School Financial Lead	Within one month of the authorizing board's vote to close the charter school	

RECORDS

ACTION ITEM	RESPONSIBILITY FOR COMPLETING ACTION	COMPLETION DATE ²	STATUS
<p>28</p> <p><u>Disposition of Records</u> If the school's board has a records retention policy, or if records retention in charters is governed by state law, follow the appropriate policy and/or law.</p> <p>In all cases, the school board shall maintain all corporate records related to:</p> <ul style="list-style-type: none"> - loans, bonds, mortgages and other financing; - contracts; - leases; - assets and asset sales; - grants (records relating to federal grants must be kept in accordance with 34 CFR 8042.) - governance (minutes, by-laws, policies); - employees (background checks, personnel files); - accounting/audit, taxes and tax status; - employee benefit programs and benefits; and - any items provided for in the closure action plan. <p>If the school does not have a records retention policy, and no state law governs records retention in charter schools, or if the school's board abdicates responsibility for records, authorizers that seek to take possession of personnel, non-student and non-personnel records should consult legal counsel about liabilities.</p>	<p>Charter School Board Chair</p>	<p>Within two months of the end of classes and ongoing</p>	
<p>29</p> <p><u>Final Report Cards and Student Records Notice</u> The school must ensure that:</p> <ul style="list-style-type: none"> - all student records and report cards are complete and up to date; - parents/guardians are provided with copies of final report cards and notice of where student records will be sent (with specific contact information); and - parents/ guardians receive a reminder letter or post card reminding them of the opportunity to access student records under Freedom of Information law. <p>Provide the authorizer with a copy of the notice.</p>	<p>Charter School Administrative and Faculty Lead</p>	<p>One week after the end of classes</p>	
<p>30</p> <p><u>Transfer of Student Records</u> As required by state statute, the school must transfer all student records to students' new schools, a state agency or another entity. Student records to include:</p> <ul style="list-style-type: none"> - grades and any evaluation; - all materials associated with Individual Education Plans; - immunization records; and - parent/guardian information. <p>The school must contact the relevant districts of residence for students and notify districts of how (and when) records—including special education records—will be transferred. In addition, the school must create a master list of all records to be transferred and state their destination(s).</p>	<p>Charter School Administrative Lead, Charter School Faculty Lead and Charter School Parent Organization Lead</p>	<p>Within one month after the end of classes</p>	
<p>31</p> <p><u>Documenting Transfer of Records</u> Written documentation of the transfer of records must accompany the transfer of all student materials. The written verification must include:</p> <ul style="list-style-type: none"> - the number of general education records transferred; - the number of special education records transferred; - the date of transfer; - the signature and printed name of the charter school representative releasing the records; and - the signature and printed name of the district (or other entity) recipient(s) of the records. <p>Provide copies of all materials documenting the transfer of student records to the authorizer.</p>	<p>Charter School Board Chair and Charter School Administrative Lead</p>	<p>Within one month of the end of classes</p>	

32	<p>Transfer of Testing Materials The school must determine state requirements regarding disposition of state assessment materials stored at the school and return as required. Provide authorizer with letter outlining transference of testing materials.</p>	Charter School Administrative Lead	One week after the end of classes	
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FINANCIAL

ACTION ITEM	RESPONSIBILITY FOR COMPLETING ACTION	COMPLETION DATE ²	STATUS
<p>33 U.S. Dept. of Education Filings File Federal form 269 or 269a if the school was receiving funds directly from the United States Department of Education. See 34 CFR 80.41.</p>	Charter School Financial Lead	One week after the end of classes	
<p>34 IRS Status If the school has 501(c)(3) status, it must take steps to maintain that status including, but not limited to, the following: – notification to IRS regarding any address change of the School Corporation; and – filing of required tax returns or reports (e.g., IRS form 990 and Schedule A). If the school corporation proceeds to dissolution, notify the IRS of dissolution of the education corporation and its 501(c)(3) status, and provide a copy to the authorizer.</p>	Charter School Board Chair and Charter School Financial Lead	Date to be determined depending on 501(c)(3) status	
<p>35 UCC Search If required under state statute, the school should perform a Uniform Commercial Code (UCC) search to determine if there are any perfected security interests and to what assets security interests are attached. Provide a copy of the search to the authorizer.</p>	Financial Lead	Within 30 days of the authorizing board's vote to close the charter school	
<p>36 Audit The school must establish a date by which to complete a final close out audit by an independent firm or state auditor as determined by statute. Provide a copy of the final audit to the authorizer.</p>	Charter School Board Chair and Charter School Financial Lead	Within 120 days of the end of classes	
<p>37 Vendors The school must: – create vendor list; and – notify vendors of closure and cancel or non-renew agreements as appropriate. Provide the authorizer with a copy of all documents.</p>	Charter School Financial Lead	Within 45 days of the authorizing board's vote to close the charter school	
<p>38 Inventory The school must: – create a fixed asset list segregating state and federal dollars; – note source codes for funds and price for each purchase; and, – establish fair market value, initial and amortized for all fixed assets. Provide the authorizer with a copy of all documents.</p>	Charter School Financial Lead	Within 45 days of the authorizing board's vote to close the charter school	
<p>39 Disposition of Property Check with the state department of education regarding proper procedures for the disposition of property purchased with federal funds.</p>	Authorizer and Charter School Financial Lead	Within 45 days of the authorizing board's vote to close the charter school	
<p>40 Disposition of Inventory Establish a disposition plan (e.g., auction), and establish a payment process (e.g., cash, checks, credit cards) for any remaining items. Provide the authorizer with a copy of all documents.</p>	Charter School Financial Lead	Within 45 days of the authorizing board's vote to close the charter school	

41	<p>Property Purchased with Public Charter School Program (PCSP) Funds Establish under state or individual school agreements required disposition of property purchased with PCSP funds. Generally, property purchased with PCSP funds must first be offered to other charter schools within the same region in which the closing school is located, with requisite board resolutions consistent with the purpose of the PCSP. If no schools want the property, an auction must be held to dispose of the PCSP assets. The school must:</p> <ul style="list-style-type: none"> – ensure public notice of the auction is made widely; – price items at fair market value, as determined from inventory and fixed assets policy; and – determine with the state education department how to return funds if any remain. Provide the authorizer board resolutions and minutes of any transfer of assets with a dollar value of zero (0) to another school.	Charter School Financial Lead	Within 60 days of the end of classes	
42	<p>Disposition of Real Property (i.e., Facilities) Determine state requirements for real property acquired from a public school district to determine right of first offer and other applicable requirements for disposition.</p>	Charter School Financial Lead	Within 45 days of the authorizing board's vote to close the charter school	
43	<p>Payment of Funds The school should work with the authorizer to prioritize payment strategy considering state and local requirements. Using available revenue and any funds from auction proceeds, pay the following entities:</p> <ul style="list-style-type: none"> – retirement systems; – teachers and staff; – employment taxes and federal taxes; – audit preparation; – private creditors; – overpayments from state/district; and – other as identified by authorizer. Provide the authorizer with a copy of all materials associated with this action.	Authorizer and Charter School Financial Lead	Plan complete within 45 days of the authorizing board's vote to close the charter school and ongoing activity until completed	
44	<p>Expenditure Reporting Ensure that Federal Expenditure Reports (FER) and the Annual Performance Report (APR) are completed. Provide the authorizer a copy of all materials.</p>	Charter School Financial Lead	Within 45 days of the end of classes	
45	<p>Itemized Financials Review, prepare and make available:</p> <ul style="list-style-type: none"> – fiscal year-end financial statements; – cash analysis; – list of compiled bank statements for the year; – list of investments; – list of payables (and determinations of when a check used to pay the liability will clear the bank); – list of all unused checks; – list of petty cash; and – list of bank accounts. Additionally, collect and void all unused checks as well as close accounts once transactions have cleared.	Charter School Financial Lead	Within 30 days of the end of classes	
46	<p>Payroll Reports The school must generate a list of all payroll reports including taxes, retirement or adjustments on employee contracts. Provide the authorizer with copies of all materials.</p>	Charter School Financial Lead	Within 30 days of the end of classes	

47	<p><u>List of Creditors and Debtors</u> Formulate list of creditors and debtors and any amounts accrued and unpaid with respect to such creditor or debtor. The list should include:</p> <ul style="list-style-type: none"> - contractors to whom the school owes payment; - lenders; - mortgage holders; - bond holders; - equipment suppliers; - secured and unsecured creditors; - persons or organizations who owe the school fees or credits; - lessees or sub-lessees of the school; and - any person or organization holding property of the school. 	Charter School Financial Lead	Within three weeks of the authorizing board's vote to close the charter school	
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ENDNOTES

1. NACSA thanks the State University of New York's Charter Schools Institute and the Thomas B. Fordham Foundation for contributing to the development of this model Action Plan for Charter School Closure. For more information on charter school closure, refer to *Accountability in Action: A Comprehensive Guide to Charter School Closure* available at http://www.qualitycharters.org/images/stories/publications/2010_NACSA_Closure_Guide.pdf.

2. Suggested completion timeframes are based on lessons shared from authorizers experienced with school closure. Authorizers consulting this document are encouraged to modify timeframes based on statute, regulation, and local considerations.



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