

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

between

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

and

Virtual Preparatory Academy of West Virginia, Inc. ("School"),
a nonprofit organization.

I. Definitions

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

Authorizer shall mean the West Virginia Professional Charter School Board.

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

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

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

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

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

State shall mean the State of West Virginia.

II. Establishment of School

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

1. Effective Date.

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

2. Term.

The term of this Charter shall be five (5) years commencing on August 2, 2022, and ending on August 1, 2027, unless terminated sooner as provided herein.

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

1. Grade and age levels.

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

2. Enrollment Numbers.

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

- a. *Minimum Enrollment.* The minimum enrollment represents the limit of financial viability absent additional funding. If enrollment is below the overall minimum, the School will be deemed inviable absent additional funding, or the school must provide the Authorizer with evidence of such additional funding. Alternatively, the Governing Board may submit a revised budget and, if applicable, School plan, to the Authorizer. If the Authorizer, in its sole discretion, determines that the plan is viable at a sufficient level of quality at the lower budget, this Contract shall be amended to include the new minimum enrollment and budget and any agreed-upon change in plans.
- b. *Maximum Enrollment.* If the School has the resources to enroll more students than contemplated in this Contract, the Governing Board may submit a revised budget and, if applicable, School plan, to the Authorizer. If the Authorizer, in its sole discretion, determines that the plan is viable at a sufficient level of quality at the new budget, this Contract shall be amended to include the new maximum enrollment and budget and any agreed-upon change in plans, provided that any virtual public charter school may not exceed the enrollment cap established by law.

Minimum Enrollment						
Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5	At Full Capacity
Total	350	450	600	700	750	750
Maximum Enrollment						
Grade Level	Year 1	Year 2	Year 3	Year 4	Year 5	At Full Capacity
Total	600	1,000	1,400	1,600	2,000	2,000

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

The School’s marketing plan will include grassroots, data-driven outreach through open house and other public forum type engagement, as well as online marketing strategies. VPA of West Virginia’s marketing and recruiting plan may include, without limitation, the following specific strategies:

Campaign	Description
School Website	Website content will describe the VPA of West Virginia requirements including student attendance, courses offered, graduation requirements, and parent expectations. Website content will include the ability for Spanish translation and will maximize search engine marketing efforts and lead capture.
Search Engine Marketing	Search engine marketing will cover a wide spectrum of lead generating activities including paid or sponsored listings on search engines, directories (e.g., Google business, greatschools.com), and deploying strategies for search engine optimization (SEO) intended to achieve higher ranking in search results.
Social & Display Marketing	Leverage social media and display ads within platforms that are popular among younger, digital-native generations, as well as targeted adult demographics to provide meaningful opportunities for the VPA of West Virginia brand to reach thousands of users.
TV/Radio	TV/ Radio ads representing the benefits of the VPA of West Virginia offering, targeting desired demographics.
Direct Mail	Direct mail pieces sent to identified geographic and demographic targets with measurable outcomes.
Events	Promotional events in large, target areas. These events would be run by a school representative and discuss the school’s mission and program offering.
Email Campaign	Series of emails to inform families of school activities, enrollment dates, events, etc. Email content will also be available in Spanish.
Collateral	VPA of West Virginia literature will be provided to prospective families during all school events, promotional events, sponsorships, and partnerships. These materials will be multicultural, and appeal to all socioeconomic groups.
Enrollment Center Support	Inquiries that are received as a result of marketing tactics will receive a follow-up call from an Enrollment Center representative for a personal education consultation. During

	<p>this conversation, the representative will answer the family’s questions, provide a detailed overview of the program, and ensure the student’s educational and personal needs will be met through the program. The Enrollment Center team will also be responsible for assisting families through the entire enrollment process including initial application, compliancy documentation collection, course placement and approval.</p>
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III. Educational Program (§18-5G-9.b.2).

A. School Objectives

1. Mission Statement.

The mission of Virtual Preparatory Academy of West Virginia (VPA) is to reach all students with an individualized, career-focused education in an interactive learning environment rooted in rigor and innovation. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity.

2. Vision Statement.

The Virtual Preparatory Academy of West Virginia envisions a learning experience that combines the best of online instruction with its capacity for individualized flexible learning. Our statewide public charter school, serving all K-12 grades, will feature an innovative and interactive curriculum, fully aligned to the West Virginia Content Standards, and taught by talented West Virginia state-certified teachers. Teacher-led instruction will include synchronous and asynchronous learning opportunities, one-to-one tutoring, organized peer interaction, and a focus on critical skills for success in college and the workforce.

VPA will establish key institutional partners in the state, including but not limited to Workforce West Virginia and the Workforce Readiness Partnership, to permit students to pursue workplace learning opportunities. VPA will seek partnerships with higher education institutions to permit students to participate in early enrollment and the West Virginia EDGE program. Each student will have a Career Readiness Plan and the school will support students in pursuing their post-secondary goals, whether that includes college enrollment, entering the workforce, military enlistment, or other pathways.

We will partner with our families to ensure they have the appropriate resources to support their student’s engagement and learning. This includes comprehensive student and parent onboarding programs to ensure students are ready to learn and parents are ready to support.

3. Education Program and Curriculum

VPA of West Virginia believes a strong, personalized education is critical to each and every student served. VPA of West Virginia will serve grades K-12 and is focused on providing an educational choice that creates an opportunity for students to succeed in academics and prepares them for college and careers. The key elements of VPA are:

1. Integrated career awareness, exploration, and preparation programs across all grade levels in a statewide virtual school model.
2. Personalized learning paths that allow each student the flexibility to pursue their interests for post-secondary learning, working, or serving.
3. A rigorous academic program with a wide array of course offerings for all abilities, fully aligned to state standards.
4. Differentiated Instruction: The proposed Learning Management System provides teachers with the ability to personalize assignments and content. VPA teachers will be trained in effective use of student data to inform small group and one-on-one instruction as well as customize course content for individual students.
5. Progress Monitoring—Teachers will monitor student progress using short cycle assessments, which has proven effective for tracking student progress in mastering recently taught standards, planning ongoing instruction and reteaching to accelerate student growth.
6. Whole Student Supports- The Student Services Team (SST) will empower students to overcome academic, social, emotional, mental health challenges to ensure they are successful in school and their community.
7. Student Engagement—Teachers will have multiple data sources to monitor student engagement behavior and will be able to use that data to understand how students are spending their time in the system and offline. With this data, teachers can help get students back on track if they are struggling or need to be challenged.

Career Readiness: VPA will also offer a comprehensive Career Readiness Program that is an integrated and inclusive approach to student learning that is designed to close the skills, interest, and equity gaps in this evolving, global society. Core Career and Technical Education (CTE) offerings delivered in each student’s educational program will include:

- Elementary: Building a foundation of career awareness & career literacy aligned with the WV Standards for Student Success in Grades K-5, combined with a focus on developing Essential Skills integrated into core instruction.
- Middle School: Build on the K-5 foundation and expand into Career Exploration, in accordance with W. Va. Code §18-9D-19a, through exposure (speakers, site visits, job fairs, etc.) and education (using best-in-class tools), focusing on building a student’s sense of career purpose.
- High School: Build on the K-8 foundation and deepen the connection with the student’s chosen areas of interest (through exposure & education) and by providing opportunities to apply skills through work-based learning, internships, and apprenticeships. Focus on building employability for students through industry-recognized training and credentials.

4. Innovation

VPA will improve the achievement of traditionally underperforming students in the state through several innovative best practices including, in VPA's words:

- **The use of different and innovative teaching methods.** VPA teachers will have access to extensive instructional data for each student in easy-to-read dashboards and reports. As a result, they can adapt and personalize instruction in both synchronous and asynchronous modalities, 1:1 or in small groups, and using a variety of curricular and assessment tools, all aligned to the West Virginia College and Career Readiness Standards. This will allow teachers to implement quicker interventions for students, leading to mastery of skills and standards.
- **Emphasis on career readiness, integrated at all grade levels, in a statewide virtual school model.** The VPA CTE school framework is more than just a program; it is an integrated and inclusive approach to student learning that is designed to close the skills, interest, and equity gaps in this evolving, global society. VPA students will be more engaged in their learning when they have a better understanding of their future opportunities.
- **Provide opportunities for greater parental involvement at the school level.** Parents serve as our partners, and we support them in being effective learning coaches for their students through comprehensive upfront orientation and ongoing conversations. Effective learning coaches increase the probability of successful scholars.

Virtual Preparatory Academy of West Virginia will participate in regional or statewide Professional Learning Communities to share these best practices with Districts. The School will also issue an annual report that will include new or improved best practices from the previous school year.

5. Graduation Requirements (*High School only*)

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

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

Career and Technical Education:	See Other
World Language:	See Other
Other: College/Professional Pathway Electives—6 credits that lead to college or career placement which may include: AP/Honors courses, 4 th Science course; credits in World Languages; and/or CTE courses or other Electives.	6
Total Credits Required for Graduation	24

IV. School Accountability and Authorizer Oversight

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

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

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

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

In order to verify curricular alignment, ensure instructional efficacy, and monitor student learning, VPA will employ a balanced assessment system that includes several types of testing methods to determine what students are learning, how teachers are teaching, and what instructional and curricular decisions must be made with regard to scaffolding, alignment, adjustments, and interventions.

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

on track for academic success. These assessments include:

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

Student data will be summarized and provided to the parent/guardian throughout the school year. Teachers will collect and analyze the data to ensure the student is on track for mastery. If the student is not making expected progress, instructional adjustments will be made accordingly in an effort to increase progress, such as increased repetition opportunities or the re-teaching of critical skills.

Information on both state assessment results and progress towards established school goals will be provided to the Governing Board, the staff, and the school community (parents and guardians). An annual report will be created for the Governing Board and posted online.

The VPA of WV goals are summarized below:

Academic Performance Measure	Goal
Achievement	<p>Aspirational: VPA of WV will meet or exceed the statewide average for student proficiency in Math, ELA and Science for elementary, middle, and high school grades. Each year, the school will strive for a 2% improvement from the prior year.</p> <p>Lowest: The first year of operation will provide baseline data for student proficiency rates in Math, ELA and Science for elementary, middle, and high school grades. Each year, the school will strive for a 2% improvement from the prior year. By Year 5, student proficiency in Math, ELA and Science will meet or exceed the statewide average for elementary, middle, and high school grades.</p>
Growth	<p>Aspirational: VPA of WV will earn a higher student progress score than the statewide average in all grade bands served.</p> <p>Lowest: By Year 5, VPA of WV met the statewide average rating for Student Progress, on the WV Schools Balanced Scorecard, for all grade bands.</p>
Re-enrollment	<p>Aspirational: 75% of current students will reenroll each year</p> <p>Lowest: 50% of current students will reenroll each year.</p>

Attendance	<p>Aspirational: VPA of WV will exceed the meet or exceed a 95% attendance rate for each year of the charter, across all grade levels.</p> <p>Lowest: VPA of WV will meet the statewide average for student attendance rate across all grade levels.</p>
Course Passing Rates	<p>Aspirational: In the first year, VPA of WV will have a course passing rate of 80% or higher for each grade band. Each year the school will strive for 2% improvement.</p> <p>Lowest: In the first year, VPA of WV will have a course passing rate of 70% or higher for each grade band. Each year the school will strive for 2% improvement.</p>

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

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

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

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

3. Additional Metrics. Pursuant to State Code §18-5G-9(c), to the extent that the State Accountability System and other provisions of this Charter do not provide for capture of the following, the School shall report to the Authorizer the following academic and operational performance indicators, measures, and metrics that the Authorizer will use to evaluate the School:

- (a) Student academic proficiency:

The first year of operation will provide baseline data for student proficiency rates in Math, English Language Arts (ELA) and Science for elementary, middle, and high school grades. Each year, the school will strive for a 2% improvement from the prior year. By Year 5, student proficiency in Math, ELA and Science will meet or exceed the statewide average for elementary, middle, and high school grades.

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

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

- (d) Student attendance, suspensions, and withdrawals: Any gap that is at least 25 percent worse compared with comparable noncharter public schools shall be considered a deficiency in the School's program, provided that the sample size is large enough to account for margins of error within each metric.

- (e) Recurrent enrollment from year to year: A retention rate below 50 percent from one year to the next shall be considered a deficiency in the School's program.

- (f) Governing Board's performance and stewardship, including compliance with all applicable statutes and terms of this Contract: The Governing Board shall fully comply with the Contract and all applicable law. If the School has met the metrics above and remains financially viable, the Authorizer shall deem the Governing Board's performance and stewardship to be meeting expectations.

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

1. The rights and duties of the Authorizer and the School, and the administrative relationship between the Authorizer and the School, shall be as defined by law and as further specified in this Charter. The Authorizer's general supervision will respect the autonomy of the charter school in overseeing

personnel, curriculum, calendar, finances, and other decisions as required by law and acknowledged throughout this Charter.

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

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

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

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

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

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

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

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

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

The School's plan includes:

VPA of West Virginia will comply with all applicable State and Federal Laws in serving students with disabilities, including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), the Individuals with Disabilities Education Act ("IDEA"), as well as the West Virginia Special Education Rules. The proposed school administrative office will be ADA compliant.

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

Upon enrollment, the special education team will review the evaluation report and IEP from the previous school district. After consultation with the parent/guardian/adult student, the school will offer comparable services as outlined in the student's existing IEP. An IEP Team will be convened within 10 instructional days of obtainment of the IEP to adopt or amend the existing IEP. For a student with an existing 504 Plan, we will convene a 504 team meeting with the parent/guardian/adult student in a reasonable

amount of time, but no later than 30 days after the obtainment of the 504 plan. In addition to being active participants in the IEP Team and 504 team meetings, the parent/guardian/adult student will be provided with a copy of the Procedural Safeguards Notice on a yearly basis at minimum.

Student Services Team

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

Gifted Students

Gifted and high ability students will thrive at VPA of West Virginia. Through the placement process, these learners will be provided the most appropriate curriculum, pacing and teaching approaches from day one. Teachers will work closely with the parent/guardian and the Accel curriculum team to ensure a steady flow of enrichment activities for students working above grade level. Students will further benefit from the advantages of virtual gifted education as they will be able to work at their own pace without the restraints of traditional school classroom pacing.

English Language Learners

The Virtual Preparatory Academy of West Virginia will meet the needs of English Language Learners as required by State and Federal law by increasing the English language proficiency (ELP) and academic language proficiency in content-area subject matter. The school will seek to employ teachers with the teaching ESL (English as a Second Language) endorsement will serve as the English learners' Teacher of Record. The ELL teacher-to-student ratio is set at 1:20 in the school budget.

All English Learners (ELs) in the Virtual Preparatory Academy of West Virginia will have a learning plan per state guidance, and the plan will be implemented with fidelity by all teachers and staff who work with the student. The learning plan will detail strategies, instructional and assessment accommodations, modifications, goals for the student, and results on the state and local assessment data. The learning plan will be updated annually or earlier if needed to reflect the student's language proficiency growth.

The English Learner Plan will:

- Be aligned to state academic content standards for the appropriate grade level of the ELs;
- Include EL instruction delivered by properly certified teachers who hold a West Virginia ESL endorsement certificate or who are working in conjunction with ESL endorsed teachers;
- Provide equitable access to content for ELs at all language proficiency levels by providing research-based bilingual or sheltered instruction with

- fidelity; and
- Not limit the enrollment of ELs in any course or academic program for which they would otherwise be eligible.

EL students will be monitored for their progress throughout the school year and assessed annually using the English Language Proficiency Assessment for the 21st Century (ELPA21) assessments. Students who meet West Virginia's exit criteria on that assessment will be reclassified and exit EL services but be monitored per state guidelines for the next two years.

The EL program will be reviewed annually based on local and state data of English Learners and the general student population and other overlapping subgroups such as special education and free and reduced lunch eligible students. The annual review will include looking at data regarding equitable representation, academic achievement, elementary and secondary programming, professional learning and teacher capacity, family engagement, and resource allocation.

Allowing for Differences in English Language Skills and Ethnic Background

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

Instructional Programming

Students enrolled in VPA of West Virginia will receive a Free and Appropriate Public Education in the Least Restrictive Environment to the maximum extent possible.

Students determined in need of itinerant or supplemental level of support will access the general education curriculum with adaptations and modifications as outlined in their IEP in the general education classroom with their typical peers. Special education and general education teachers will collaborate to make necessary adaptations and modifications. Students may receive more intense instruction in small groups (with or without general education peers) or one-on-one sessions, depending on the specific needs of the student and as described in the student's IEP. Students who qualify for the alternative state assessment, West Virginia Alternative Summative Assessment (WVASA), will utilize a comprehensive program using an alternative curriculum which will include core content, social skills instruction and daily living skills based on individual needs. Instruction will follow the West Virginia Alternate Academic Achievement Standards.

Alternative placements are considered when current educational environment is no longer meeting the needs of the student and the IEP team determines that a student needs more intensive supports and programming. Alternative placements can include

center-based programs, approved private placements and/or home and hospital instruction.

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

Assistive Technology (AT)

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

Transition

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

Progress Monitoring

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

Disproportionality

VPA of West Virginia will collect and examine data regularly to ensure disproportionality is not evident in the areas of identification, academic settings and placements, and disciplinary measures, after accounting for confounding factors such as the income level of parents/guardians. The following practices will be implemented to ensure students are found eligible for special education services without unjust bias:

- Evaluations will be administered by trained and licensed personnel

- More than one single measure or assessment will be used to determine a disability
- Evaluations will not be discriminatory or racially/culturally biased
- Evaluations will take into consideration the child's English language skills, including ethnic background when appropriate
- Evaluations will be administered in the child's native language, or mode of communication

If there is any evidence of disproportionality, the school will review, and revise if needed, all procedures and policies that may be contributing.

Staffing

VPA of West Virginia will ensure that all special education teachers will all have the required state licensing as Teachers of Record for students with disabilities. The school will ensure reasonable workloads for staff supporting students with disabilities, ELL students, gifted students, and other at-risk students. Please reference the budget assumptions for additional details.

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

Student Identification and Child Find

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

Screening

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

academic progress will also be reviewed by the team.

Pre-Referral/Referral/Initial Evaluation/Eligibility

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

These interventions will not be used to delay or deny a parent/guardian-requested special education evaluation. A student's eligibility for special education and related services will be determined through assessments administered by a school psychologist, classroom data, review of records and parent and teacher input.

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

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

V. Acknowledgments

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

- Pursuant to W. Va. Code §18-5G-2(1), the School will operate as a nonprofit organization under Sec. 501(c)(3) of the IRS Code.
- Pursuant to W. Va. Code §18-5G-3(a)(1) and §18-5G-3(c)(6), the School will administer the same required general summative assessments, using the same protocols, as noncharter public schools.
- Pursuant to W. Va. Code §18-5G-3(a)(3), the school will not be home school based and will only be predominately a virtual school if the School has been authorized as a virtual public charter school.
- Pursuant to W. Va. Code §18-5G-3(a)(7), the School will not charge tuition and will only charge fees as may be imposed by noncharter public schools.
- Pursuant to W. Va. Code §18-5G-3(a)(8), the School will not, whether through the admission or enrollment process or general operation of the School, put in place requirements or practices that would exclude any child from admission or enrollment who would not be excluded at a noncharter public school. Additionally, the School's admission and enrollment processes shall comply with applicable law and be void of discrimination except for exceptions recognized in the State Code.
- Pursuant to W. Va. Code §18-5G-3(c)(1), the School will comply with all federal requirements applicable to noncharter public schools in the State, including but not limited to federal nutrition standards, the Civil Rights Act of 1964 (Pub.L. 88-352, 78 Stat. 241 (1964)); the McKinney-Vento Homeless Assistance Act, U.S.C. 11431 et seq.; the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Pub.L. 108-446; the Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 328 (1990); Section 504 of the Rehabilitation Act of 1973; and

IDEA, including its mandate that students with exceptionalities covered by its protections receive FAPE with access to the general curriculum in the least restrictive environment (LRE) appropriate for their needs. The School acknowledges it shall be prepared to enroll a comparable proportion of students with exceptionalities as are enrolled in noncharter public schools.

- Pursuant to W. Va. Code §18-5G-3(c)(2), the School and its governing board will timely comply and respond to requests received pursuant to the Freedom of Information Act (W. Va. Code §29B-1-1 et seq.).
- Pursuant to W. Va. Code §18-5G-3(c)(2), the governing board will conduct its business in compliance with The Open Governmental Meetings Act (W. Va. Code §6-9A-1 et seq.).
- Pursuant to W. Va. Code §18-5G-3(c)(3), the charter school will adhere to the same immunization requirements that are applicable to noncharter public schools.
- Pursuant to W. Va. Code §18-5G-3(c)(4), the charter school will adhere to the same compulsory school attendance requirements that are applicable to noncharter public schools.
- Pursuant to W. Va. Code §18-5G-3(c)(5), students attending the charter school will receive the same minimum number of days or an equivalent amount of instructional time per year as required of students attending noncharter public schools under W. Va. Code §18-5-45. If a virtual charter school utilizes a learn at your own pace program, it shall acknowledge that sufficient opportunity for learning and engagement is provided to allow mastery of course content by students enrolled in the virtual charter school.
- Pursuant to W. Va. Code §18-5G-3(c)(7), the charter school will comply with the West Virginia Student Data Accessibility, Transparency and Accountability Act as set forth in W. Va. Code §18-2-5h and all implementing regulations (W. Va. 126CSR94, Policy 4350, Procedures for the Collection, Maintenance and Disclosure of Student Data), in addition to the Family Educational Rights and Privacy Act (FERPA).
- Pursuant to W. Va. Code §18-5G-3(c)(11), contractors and service providers, and employees of the same, are prohibited from making direct contact with students, virtually or in person, and will not be permitted unaccompanied access to school grounds when students are present until it can be verified that such individuals have not previously been convicted of a qualifying offense pursuant to W. Va. Code §18-5-5(c).
- Pursuant to W. Va. Code §18-5G-1(f), no elected official is receiving, or will receive, monetary compensation or otherwise profit from the approval or operation of the School, except that this prohibition does not prohibit the employment of an elected official by the School after it has been authorized.
- Pursuant to W. Va. Code §18-5G-3(c)(8), the School will use the West Virginia Education Information System (WVEIS) to timely and regularly report all data required by statute, policy, and this Charter. The Authorizer is legally responsible for collecting and reporting to the State Board of Education all state-required assessment and achievement data for the School, and this Contract authorizes the School to collect and report that data through WVEIS in order to fulfill the Authorizer's responsibility.
- Pursuant to W. Va. Code §18-5G-3(c)(10), the School and governing board will meet the same accounting and financial reporting requirements required of noncharter public schools, including but not limited to participation in the State Auditor's financial transparency website. The School shall annually engage an external auditor to perform an independent audit of the School's finances. The School shall submit the audit to the Authorizer and to the state superintendent of schools within nine months of the end of the fiscal year for which the audit is performed.
- Pursuant to W. Va. Code §18-5G-8(b)(13) and §18-5G-3(c)(13), the School will adhere to the same building codes, occupancy requirements, regulations, and facility fees that apply to noncharter public schools under Chapter 18 of the W. Va. Code, including but not limited to West Virginia

State Fire Marshal inspections and certificate of occupancy certificate requirements. The School will obtain and maintain all required occupation and operation certificates and licenses prior to the first instructional day for students.

- Pursuant to W. Va. Code §18-5G-11(a)(6), the School shall not discriminate against any person on any basis which would be unlawful, under state or federal law, for noncharter public schools, but this prohibition shall not be construed to limit a charter school from establishing any of the limited set of enrollment preferences allowed in W. Va. Code §18-5G-1 et seq.

VI. Operations and Culture

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

1. The School agrees to produce a School calendar that meets or exceeds the minimum number of days and hours of operation required by state law. The School will publish its academic calendar at least 90 days prior to the start of each school year. The School will publish its school day schedule at least 10 days prior to the start of each academic term. If the School is a virtual public charter school with a learn at your own pace program, it is exempt from the instructional term requirement (§18-5G-14.a.9) but shall provide sufficient opportunities for learning and engagement around course content.

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

Extra- or co-curricular activities will be provided by teachers in partnership with parents every school year, yet the frequency will increase after the first year of operating. These may include educational field trips and school community social events that allow students and families to come together. Examples of such events might be ice cream socials, roller skating, museum field trips, or sporting events. These events will be voluntary but also emphasize school community, and all families will be encouraged to attend. The goal will be to hold at least one quarterly event in each quadrant of the state in the first year. As the school grows in enrollment and staff, the frequency of field trips will increase with a goal of one per month in each of the largest population hubs around the state.

There will be some shared costs for extra or co-curricular activities. Parents will pay their student's entrance fees for access to museums, applicable educational events such as IMAX movies, field trip admission to parks, etc. The school can provide water and snacks, when applicable, for these student sponsored events. Parents will attend all school sponsored events and provide transportation for their students. VPA of West Virginia will also offer field trips to in-state colleges and universities for high school students to explore and prepare for post-secondary learning. Teachers may collaborate with a local business to explore career options.

School Clubs, NHS (National Honor Society) and Ceremonies:

The Virtual Preparatory Academy of West Virginia staff will support the creation of school clubs so students can engage with each other and pursue their individual interests. Some examples include an art club, chess club, yearbook, and gaming club.

The school will apply for a chapter of the National Honor Society and Junior National Honor Society so exceptional student scholars will be recognized.

The Virtual Preparatory Academy of West Virginia will host a traditional in-person graduation ceremony including caps/gowns for students.

Summer School and Tutoring Program: VPA has budgeted for a supplemental tutoring program for those students who need extra support. The focus will be on English Language Arts and Mathematics initially but may expand to other subjects. Summer School is an option if the budget permits.

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

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

D. Food Service (§18-5G-8.b.17)

VPA of West Virginia will not be operating with students in a school facility, so food service is not applicable.

VII. Student Enrollment, Recruitment, and Retention

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

1. Primary Recruitment Area. The primary recruitment area for the School will be the entire state of West Virginia.
2. Student Enrollment Preferences. (§18-5G-11.a.7)
VPA of West Virginia has identified the following student enrollment preferences:
 - a. Children previously enrolled in the charter school.
 - b. Children who are siblings of students already enrolled in the charter school.
3. Student Enrollment Plan (§18-5G-8.b.7)

The School expects an initial enrollment deadline date of approximately the first Monday in March each year in order to determine whether an enrollment lottery will be necessary. If spaces are available after that date, the School will admit students in the order in which

requests are received, except that any student with a preference listed in section 2 immediately above shall be admitted first.

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

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

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

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

5. Student Enrollment Capacity for Virtual Charter Schools

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

VIII. Personnel

A. Hiring Practices (§18-5G-3.b.8)

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

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

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

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

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

C. Staff Handbook (§18-5G-8.b.11).

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

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

The School's fiscal and internal control policies are in the attached Appendix A, "VPA Governing Board Policies."

X. Facilities

A. Location

1. The School's administrative facility shall be located at 449 Rose Hill Drive, Kearneysville, WV, 25430. (§18-5G-8.b.13)
2. The facility shall meet zoning, building, and safety requirements established for non-charter public schools, pursuant to W. Va. Code §18-5G-3(c)(12) and §18-5G-3(c)(13) prior to opening and throughout operations.
3. Preopening conditions: The facility or suitable alternative facilities must be ready for occupancy by the first day employees are working in the facility (other than for preparing the facility for occupancy). The school shall obtain all required occupation and operation certificates and licenses prior to the first instructional day for students. The School shall timely provide the Authorizer appropriate documentation.

XI. Insurance and Indemnification

A. Coverage (§18-5G-8.b.16)

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

XII. Governance (§126-79.8.b.6)

A. Governing Board

1. Bylaws and Composition. (§18-5G-7.a) The governing board shall consist of no fewer than five members elected or selected in a manner specified in the governing board's bylaws (Appendix B), with terms and selection as stated in those bylaws. The bylaws shall remain consistent with the law, and if the bylaws change, the governing board shall submit a fully revised copy of the bylaws to the Authorizer within seven days of the change. Membership must include at least:
 - a. Two parents or guardians of students attending the School. These members may be identified after enrollment has occurred; and
 - b. Two members who reside in the community served by the School.
2. Qualifications (§18-5G-7.b)

Governing board members must:

- a. Not be employees of the charter school administered by the governing board.
- b. Not be employees of an educational service provider that provides services to the School;
- c. File (within 30 days of joining the governing board, except that current members must file within 30 days of execution of this Charter, and within 30 days of any change) a full disclosure report to the Authorizer identifying potential conflicts of interest, relationships with management organizations, and relationships with family members who are employed by the school or have other business dealings with the school, the management organization of the school, or any other charter public school;
- d. Participate in training for governing board members (at least one training per year related to appropriate oversight of the School), which may be provided by the Authorizer, the West Virginia Department of Education, or another provider;
- e. Collectively possess documented expertise in leadership, curriculum and instruction, law, human resources, and finance;

- f. Be considered an officer of a school district under the provisions of W. Va. Code §6-6-7 (removal from office shall be in accordance with the provisions of that section);
- g. Disclose and explain to the Authorizer any education-related actions taken, legal or otherwise, against them for academic, financial, or ethical concerns, whether or not specifically regarding charter schools; and
- h. Be subject to criminal history record checks, fingerprinting requirements, and restrictions relating to such checks as apply to noncharter public schools in the State. (§18-5G-3.c.11)

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

The school's organization chart is Appendix C.

Additionally, the Virtual Preparatory Academy of West Virginia believes that a quality school must be governed by individuals who are responsible stewards of public funding while upholding the charter's mission. The Governing Board members will be professional and ethical at all times, supporting the school's mission and vision. They will provide oversight for the operations, leadership, and policies of the school. Specifically, their duties will include responsibility for ensuring legal compliance, evaluating leadership, setting goals for measuring academic success, allocating resources appropriately and approving an annual budget, approving school policies and procedures, and fundraising for the school. The Governing Board has assessed the ACCEL program and services to ensure alignment with its priorities and has negotiated the management agreement so that the Governing Board and Accel are equal partners with a clear view of each other's responsibilities.

The VPA Governing Board is committed to being knowledgeable about laws and regulations governing the school and will seek guidance from governing board counsel and participate in annual training as required by the West Virginia Professional Charter School Board and State law. They are prioritizing diversity within their members, transparency to their stakeholders, and accountability to the Charter Board as their authorizer. They will also seek to avoid conflicts of interest and keep students' academic success as a foremost priority.

All school-based staff in the organization chart will be involved in VPA of West Virginia school operations on a day-to-day basis with the Head of School leading the overall team. All will be West Virginia residents. They will be employed by ACCEL Schools but understand that they serve the VPA of WV Governing Board as their customer. ACCEL's shared services are described in the ACCEL management agreement.

D. Board Policies. (§18-5G-8.b)

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

- 1.A policy to ensure against fiscal mismanagement, including fiscal and internal control policies sufficient to safeguard all funds and other assets;
- 2.A policy for budget-creation, review, approval, and amendment to maintain a strong financial situation;
- 3. Personnel policies in the form of a staff handbook which, at minimum, shall include: (§18-5G-8.b.11)

- a. Staff responsibilities;
 - b. Performance management processes and performance management plans for administrators, teachers, other instructional personnel, and other staff;
 - c. Employment practices and policies consistent with all due process obligations; and
 - d. A whistleblower policy.
4. A student discipline policy allowing for appropriate due process for all students, including students with disabilities and consistent with state and federal laws;
 5. A student safety policy that includes how the School will obtain criminal history checks of staff, board, and adult community members as required by law; and
 6. A transparent dispute resolution policy that defines how parents, students, and staff can file a complaint and defines the role the governing board will play in resolving disputes]

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

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

XIII. Renewal and Revocation of Charter Contract

A. Term.

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

B. Contract Renewal (§18-5G-10)

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

1. Review by Authorizer.

- a. Pursuant to W. Va. Code §18-5G-10(b), no later than June 30 preceding the final school year of this Contract, the Authorizer shall provide contract renewal application guidance to the School. The guidance shall include or refer explicitly to the criteria and standards agreed upon in this Contract and will guide the Authorizer's renewal decisions. The Authorizer may use a standard renewal application template provided by the West Virginia Department of Education, modifying it as desired, such as to align the renewal process with the Contract, including addenda, and the educational mission of the School. The guidance that the Authorizer provides shall, at a minimum, require and provide an opportunity for the charter school to:
 1. Present evidence, beyond the data contained in the performance report, supporting its case for Charter renewal;
 2. Describe improvements undertaken or planned for the School; and
 3. Detail the School's plans for the next charter term.
- b. The Authorizer shall perform a comprehensive review of the School's performance against the expectations set out in this Charter to determine whether to renew the Charter, or whether the current situation is such that immediate suspension or revocation of the Charter is warranted.
- c. Pursuant to W. Va. Code §18-5G-10(a), no later than June 30 preceding the final school year of this Contract, the Authorizer shall issue a performance report on the School. The performance report shall summarize the School's performance record to date, based primarily on agreed data collection in this Contract and State law, and if such prospect is warranted, will mention the prospect that the Contract may not be renewed and the reasons for the potential non-renewal as required by W. Va. Code §18-5G-9(d)(1). The time between that June 30 and the end date of this Contract is the minimum time before nonrenewal, pursuant to §18-5G-9(d)(1).
- d. The School and Authorizer agree to a 60-day period for the School to respond in writing to the performance report and submit any corrections (see also §126-79.8.2.a).
- e. If the Authorizer fails to perform the comprehensive review or to provide the governing board with adequate time to respond to its report prior to the Authorizer's need to make a decision according to section 2.h immediately below, the Charter will be deemed to be renewed for a period of five years pursuant to §18-5G-9(d)(10).

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

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

- a. Each party has the right to be represented by counsel at all meetings, hearings, and interactions between the governing board and the Authorizer.
- b. As stated above, the Authorizer shall notify the School of the prospect that the Charter may not be renewed and the reasons for the potential nonrenewal no later than June 30 preceding the final school year of this Contract.
- c. As stated above, a time period of 60 days, prior to the submission of a renewal application, is available to the governing board to respond to the proposed nonrenewal.
- d. Additionally, the governing board may apply for renewal and, during the application and application review process, the governing board may provide additional documentation and testimony regarding why the Contract should be renewed.
- e. Prior to making its final decision about renewal, the Authorizer shall hold a recorded public hearing regarding renewal if the governing board so requests.
- f. The Authorizer shall consider the governing board's response(s), application, testimony, and documentation, as well as the recorded public hearing if requested, prior to rendering a final decision regarding the nonrenewal of the Charter contract.
- g. Pursuant to W. Va. Code §18-5G-9(d)(7), if the Authorizer determines not to renew the Charter, the Authorizer shall issue a written decision that includes its reasons, which may include any legal basis for nonrenewal including, in the reasonable discretion of the Authorizer, any of the nonrenewal conditions stated at W. Va. Code §18-5G-10(f).
- h. Following the timeline above, the Authorizer shall render its final decision regarding renewal or nonrenewal in writing no later than November 30 of the final school year of this Contract.
- i. The Authorizer shall hold an open meeting at which it shall adopt a resolution that includes the text of its final decision regarding renewal or nonrenewal.
- j. If the Authorizer fails to issue the written decision and adopt the resolution during an open meeting, the Charter will be deemed to be renewed for a period of five years.
- k. Pursuant to W. Va. Code §§ 18-5G-9(d)(10), a provision that the failure for the authorizer to act on a renewal application within the contractual and statutory timeframes shall be deemed an approval of the renewal application.

C. Revocation of Contract

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

XIV. **Miscellaneous Provisions**

A. Startup Plan (§18-5G-8.b.23) (Appendix F)

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

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

C. Parent Involvement (§18-5G-8.b.25)

VPA parents/guardians will have an active role in participating in their child's education on a daily basis. The School will partner with families to ensure they have the appropriate resources to support their student's engagement and learning. This includes a comprehensive onboarding program to ensure students are ready to learn and parents are ready to support. Parents/guardians are expected to monitor their student's daily engagement in the academic program and stay connected with their student's teachers. Parents/guardians are expected to participate in regular teacher meetings or other meetings, as requested by the school administration.

VPA of West Virginia recognizes that parents/guardians are most engaged when they have meaningful opportunities to shape school programs and provide input. The VPA Governing Board will be seeking at least two additional members who will be parents/guardians of students enrolled at the school. Extra- or co-curricular activities will be provided by teachers in partnership with parents.

Parents/guardians will have the ability to participate in town hall type dialogue or question and answer sessions with school administration periodically. Finally, parent/guardian input will be collected through surveying multiple times per year to inform school improvement efforts.

D. Ethics Standards (§18-5G-8.b.19)

The VPA Ethics Policy is included in Appendix A.

E. Five-Year Budgets (Appendix G)

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

F. Contract Amendment (§18-5G-9.b.7)

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

1. The Authorizer will determine whether the change(s) are significant enough to hold a public forum about the change(s); if they are so determined, the Authorizer will hold the forum (which may be virtual or in person) within 30 days of receiving the amendment request.
 2. The Authorizer will endeavor to respond favorably or unfavorably to a request to amend this Agreement within 60 days of receipt.
 3. The Authorizer and School will negotiate in good faith regarding the request.
- G. Workers' Compensation Insurance: The School shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.
- H. Taxes: The School shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.
- I. Applicable Law: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.
- J. Compliance with Laws: The School shall comply with all applicable federal, state, and local laws, regulations and ordinances. The School acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.
- K. Modifications: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Authorizer, and the School.
- L. Waiver: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.
- M. Assignment: This Contract may not be assigned by the School without the express written consent of the Authorizer and any other government agency or office that may be required to approve such assignments.
- N. Indemnification: The School agrees to indemnify, defend, and hold harmless the State and the Authorizer, their officers, and employees from and against: (1) Any claims or losses for services rendered in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the School, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the School, its officers,

employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

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

If to the Governing Board:

72 W Blakeley Dr, Charles Town, WV 25414

or

dancastocpa@gmail.com

If to the Authorizer:

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

or

adam.kissel@wvpcsb.org

or

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

XV. Additional Requirements for Virtual Charter Schools (§18-5G-14).

- A. In General.

The School and its governing board shall comply with all provisions of State Code Article 5G pertaining to public charter schools and virtual public charter schools, especially §18-5G-14. The requirements of §18-5G-14 are incorporated into this Contract.

B. Accessibility.

The School will ensure that all students have sufficient hardware, software, connectivity, and technical support to fully participate in the School, except that for optional extracurricular activities that may require additional items, the School need only provide such items to those participating students.

C. Attendance.

The School's method(s) of tracking attendance shall comply with West Virginia's approved federal accountability plan under the Every Student Succeeds Act. The governing board shall ensure it has consulted the West Virginia Department of Education's Office of Federal Programs regarding compliance at least 60 days prior to the first instructional day for students.

D. Student Progress (§18-5G-14.a.12)

VPA of West Virginia will use i-Ready tests to support data-driven, student progress monitoring. I-Ready produces standard reports and includes a report/dashboard that allows schools to easily monitor student progress. The i-Ready Standards Mastery Results by Test Report provides a detailed view of how students are performing on recently assessed grade-level standards. It is good for tracking student progress in mastering recently taught standards, planning ongoing instruction, and reteaching to accelerate student growth.

i-Ready also provides a Growth Monitoring Results Report which allows teachers to monitor the likelihood that students in a class will meet their typical growth, stretch growth, and on-grade level measures. It also monitors student progress toward growth measures between Diagnostic Assessments and creates a prioritized list of students who may need additional intervention and support.

The Guidance Counselor will be responsible for ensuring that students are progressing appropriately towards a high school diploma. The Guidance Counselor will communicate directly with students and parents about graduation requirements and will assist students who need help navigating college and career pathways. The Guidance Counselor will also be available to connect students to community resources, as needed.

Student graduation progress is tracked in the Graduation Progress Tracking screen in the Student Information System. This is customizable per state/school requirements, diploma type, etc. This tracks credits earned at the school as well as transfer credits. It also tracks progress in each of the course requirements as well as overall credits.

VPA will offer credit recovery courses to assist students in catching up and to ensure they can graduate on time, if possible. Using data tools, we can create summary reports and credit analysis to track overall student progress and trends.

E. Student Engagement (§§18-5G-14.a.12–13)

The VPA of WV Student Engagement Policy is included in Appendix A.

F. Teacher Responsiveness (§18-5G-14.a.12)

In general teachers are expected to respond to any parent or student outreach within 24-48 business hours. VPA will strive for 24 hours, but depending upon the teacher’s live instructional schedule this is not always possible.

Grading is expected to be completed in a timely fashion, but exact timelines do vary by grade level, subject area, and assignment type. Most standard in course assignments will receive grading/feedback within 24-72 business hours, but extended assignments such as high school essays or projects, may take longer to grade. Teachers are asked to communicate expected grading timelines to students for these larger assignments.

Parents are also made aware of the escalation procedure to utilize when teacher responsiveness is not forthcoming. Administrator names and contact information are shared with parents on school webpages, LMS Announcements, and “How To Go To For What” documents so that parents may escalate any concerns with responsiveness.

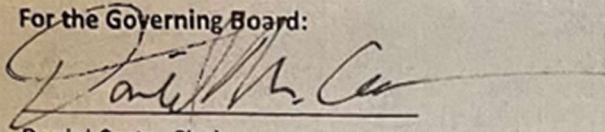
If there is a pattern of non-responsiveness found at the individual teacher level, the direct supervisor will address the issue with the teacher first via verbal coach and counsel, restating expectations and providing any needed supports or training. Failure to improve will result in progressive disciplinary actions such as a verbal warning then written warning. In instances of extended non-improvement, a Performance Improvement Plan may be instituted. Specific improvement goals and timelines will be created as well as a plan for meetings to review progress.

G. Student Consequences for Disengagement (§18-5G-14.a.13.B)

Student consequences for failure to participate in instructional activities comply with applicable law and are covered in the Student Engagement Policy in Appendix A.

The parties agree to this Charter.

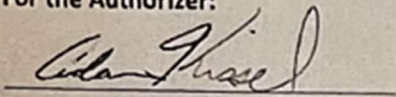
For the Governing Board:

A handwritten signature in black ink, appearing to read "Daniel Casto", written over a horizontal line.

Daniel Casto, Chair

Virtual Preparatory Academy of West Virginia

For the Authorizer:

A handwritten signature in black ink, appearing to read "Adam Kissel", written over a horizontal line.

Adam Kissel, Chairman

West Virginia Professional Charter School Board

Appendices

Table of Appendices

Appendix A: VPA of WV Governing Board Policies

Appendix B: School Bylaws

Appendix C: Organization Chart

Appendix D: Name of Education Service Provider (§18-5G-8.c) (Accel Online East, LLC)

Appendix E: Contract between the School and the ESP

Appendix F: Startup Plan (Closure Plan is in Appendix A)

Appendix G: Five-Year Budgets

Regarding Appendix E

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

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

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

Additionally:

1. The VPA Board understands the school's obligations given that it "shall be treated and act as its own local education agency for all purposes except as needed under the provisions of the Public School Support Plan for funding purposes" (§18-5G-5(c)) and is prepared to support the Board and the ESP in ensuring compliance with these responsibilities. The Governing Board will hold all responsible parties accountable for the academic results of its students including the administration, the teachers, the parents/guardians, and ACCEL as its ESP. During monthly Governing Board meetings, the Head of School and ACCEL support team will provide reports on the academic,

operational, and financial status of the School. The Governing Board will review in-year academic and annual state testing results, and this will drive annual school improvement efforts, under the leadership of the Head of School. As required by law, monthly school financial reports will be reviewed by the Governing Board Treasurer and provided to all Governing Board members. Annual audits will be conducted by an independent CPA.

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

2. Pursuant to W. Va. Code §18-5G-7(c)(4), the Governing Board must require the ESP to provide the Governing Board with monthly detailed budgets.

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

Appendix A- Board Policies



Board Policies



Accounting Policies and Procedures
DRAFT



Accounting Policies and Procedures - DRAFT

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?



Closure Plan



Board Policy- Closure Plan

If VPA of West Virginia must relinquish its charter, has its charter revoked, or is non-renewed, the Governing Board will hold an emergency meeting and, as immediately as possible, notify staff, students, community members, the authorizer, partner organizations and vendors regarding the closure. The notification will include the date of the last instructional day. School families will receive a list of alternative school choices in the area to include charter, public and private school options along with contact and enrollment information. Local school options named in the packet will be given notice regarding the closure and to expect newly enrolled students.

Within 7 days after the last instructional day, parents/guardians will receive a copy of their student's final report card. No later than 10 days after closure, VPA of West Virginia will transfer all student records, staff and resource records, vendor records and contracts and all administrative and financial documents to the West Virginia Professional Charter School Board. VPA of West Virginia will assist in the request for records to be sent to new schools to the extent possible before closure.

The school shall collect debts, dispose of assets, and negotiate with creditors in a timely and orderly fashion. The school will reconcile and return net assets or equity to the authorizer immediately after payment of outstanding debts.

The school will schedule an external audit performed at the direction of the VPA of West Virginia Board President. ACCEL will turn over all student, financial, and school data to the VPA Board who will turn it over to the WV Professional State Charter School Board.

The timeline will include the following actions:

- a. Parents/guardians will be notified immediately upon closure notice and VPA governing board meeting.
- b. Student records will be transferred to the family/new school within 7 days of closure. After 10 days, if no request by the family has been made, all records will be transferred to the West Virginia Professional Charter School Board.
- c. Within 10 days after a dissolution proceeding, the disposition of funds shall occur.



Ethics Standards for School Board Members



Ethics Standards for School Board Members

As a member of the Board, I shall promote the best interests of the School as a whole and, to that end, shall adhere to the following ethical standards:

1. Equity

- I will be fair, just, and impartial in my decisions and actions.
- I will provide others the respect I wish for myself.
- I will encourage expressions of different opinions and listen with an open mind to others' ideas.

2. Trustworthy

- I will be accountable to the public by representing school policies, programs, priorities and progress accurately.
- I will be responsive to the community by seeking its involvement in school affairs and by communicating its priorities and concerns.
- I will work to ensure appropriate and accountable use of school resources.
- I will take no private action that may compromise my performance of my responsibilities.

3. Honor in conduct

- I will tell the truth.
- I will share my views while working for consensus.
- I will respect the majority decision as the decision of the Board.
- I will base my decisions on fact rather than supposition, opinion, or public favor.

4. Integrity of character

- I will refuse to surrender judgment to any individual or group at the expense of the School as a whole.
- I will consistently uphold all applicable laws, rules, policies, and governance procedures.
- I will keep confidential information that is privileged by law or that will needlessly harm the School if disclosed.

5. Commitment to service

- I will focus my attention on fulfilling the Board's responsibilities of goal setting, policymaking, and evaluation.
- I will diligently prepare for and attend Board meetings.
- I will seek continuing education that will enhance my ability to fulfill my duties effectively.

6. Student-centered focus

- I will be continuously guided by what is best for all students of the School.



Student Engagement Policy



Student Engagement Policy

It is necessary for students to be continuously engaged in the education process to be successful in a virtual school. Daily course completion and live instructional session participation allow instructional staff insight into student development and academic support needs. Live sessions also afford students an opportunity to participate in cooperative learning, ask questions and demonstrate academic growth. Regular completion of diagnostic, summative, and formative assessments are essential for the promotion of student development and instrumental for implementing targeted instructional techniques.

Virtual Prep Academy of West Virginia assesses student engagement levels via a combination of the following:

- Completion of course assignments
- Completion of assessments
- Attendance in live instructional sessions
- Participation in state mandated testing

Course Assignments

It is critical for student success to complete course assignments and assessments regularly so teachers can monitor progress and ensure growth and mastery of state standards. Students who do not follow minimum expectations of submissions at the end of each monthly progress review will be referred to the engagement intervention protocol.

Assessments

Periodically throughout the school year, the school implements diagnostic and short-cycle assessments to ascertain student ability and development and to target instruction. Students shall be given the opportunity to complete such assessments within a reasonable amount of time which is consistent with the purpose for administering the assessment. Students are expected to complete all assessments given. Students who do not follow minimum expectations at the end of each monthly progress review will be referred to the engagement intervention protocol.

Live Instructional Sessions

Virtual Prep Academy of WV's curriculum is designed to provide flexibility to its students and allow the opportunity to earn credit and complete assignments on their own time. However, students that attend and participate in live class sessions on a regular basis are typically more successful than students who do not. Students are provided a clear schedule for live opportunities in the core subjects of Math, English, Science and Social Studies. Although live instructional sessions are recorded and made available

to students for review on their own time, students are encouraged to attend live sessions as they are provided in real time.

The school requires that students engage in a minimum number of learning and instructional opportunities per week. They include 5.25 hours for students in grades K-5, 5.5 hours for students in grades 6-8, and 5.75 hours for students in grades 9-12. There is a minimum expectation of weekly contact between the student and certified teacher for the purpose of instruction, review of assignments, testing, evaluation of student progress, or other learning activities. This can happen through live instruction. Students who do not meet minimum live instructional attendance expectations at the end of each monthly progress review will be referred to our engagement intervention protocol.

State Mandated Testing

West Virginia students are tested regularly by the state to assess their progress as they move through school. Students are required to participate in all state testing.

Engagement Intervention Program

The student support team provides timely coordination of services to address the specific needs of each student and foster positive academic outcomes. Every student will have a personalized learning plan that outlines program components, learning targets and related assessments. The student's homeroom teacher will conduct a monthly review to evaluate progress and implement an intervention plan as needed. Student and learning coach participation in this process is required to ensure student success.

Support Levels

Student support staff, teachers, and administration will monitor attendance, course completion, assignment submission, and compliance with school and state assessment requirements to determine a student's engagement level.

Level 1: Compliant- General school-wide prevention and programming.

- Onboarding, homeroom support, live instructional sessions, and student group activities
- Compliance with school policy regarding attendance, engagement, assignment completion and communication is expected

Level 2: Targeted Support- A student need has been identified. Student and family are unresponsive to standard teacher interventions and support. Student Services staff begins supporting the student/family to address the issue at hand. Student and family are engaged in the process.

- A Student Success Plan will be developed with the parent, student, and school success plan.
- The written plan will include the timeframe for tracking student engagement, data representing the student's engagement in courses, and expectations of meeting the success plan.
- Once the plan is completed in conjunction with the parent, student, and school staff, the

plan will be emailed to the parent, student, classroom teacher/s, and student support staff.

- Student Success Plans will be in place for two weeks intervals.

During this period, the focus will remain on enhancing academic growth through increased contact with teacher and support staff, modification of learning goals, and/or modification of the student learning plan. Support staff will work with the teacher to identify any barriers interfering with the student's education, setting specific goals, and creating an action plan to provide additional support or accountability as needed. Individual check ins and/or additional small group sessions may be required.

Teachers and student support team members identify intervention methods in conjunction with the student and learning coach. The homeroom teacher will facilitate the process, monitor progress, and provide regular, formal follow-up.

Level 3: Action Plan & Accountability- Student Services team member has been working with the student/family. However, the family is not complying and must be held accountable to meet the student's educational needs. Non-compliance may result in consequences as defined by the school.

- Once the Student Success Plan has been implemented, the two-week timeframe for the plan has expired, and all data has been updated based on the student's progress, the plan will be shared with the parent, student, classroom teachers, and student support staff.
- If the student has not become engaged in school and the student did not meet the student success plan, the student success plan will be escalated to the administration within two days of the completed updated plan. (Level 4)
- Students that are successful and back on track with engagement will graduate from the student success plan. This success will move the student back to Level 1 support.

*Level 4: Escalation to Administration-*All available resources and interventions have been exhausted for a student. The family is not compliant or is unengaged in the process. The school administrator will evaluate the student's engagement and determine next steps.

- The school administrator will review the student success plan within three days of receiving the plan.
- Based on the student progress, success staff notes, and teacher notes, the administrator will decide the next steps for the student.
- If the administrator determines the student is making progress and needs additional support, the student success coach will work on an additional success plan and the two-week timeframe will be re-established.
- If the administrator determines the student is not engaged, withdrawal from the school will be implemented within five days of the administrator's decision.
 - The administrator will notify the parent, student, classroom teacher, student success coach, and school registrar of the withdraw.
 - The school registrar will process the withdraw as noted in school policy.
 - The school registrar will notify the student's county of residence of the student withdrawing.

Appendix B

BYLAWS OF VIRTUAL PREPARATORY ACADEMY OF WEST VIRGINIA, INC.

(Effective as of July 22, 2021)

ARTICLE I NAME AND OFFICES

1.1 Name. The name of the corporation is “Virtual Preparatory Academy of West Virginia, Inc.”

1.2 Offices. The principal office and place of business of the corporation will be in Charles Town, Jefferson County, West Virginia. The Board of Directors may change the location of the principal office and of the principal place of business, or either, from time to time as it may deem advisable, and may also establish such offices or places of business elsewhere as in the opinion of the Board may be advisable.

ARTICLE II PURPOSE

2.1 Purpose. The purpose of the Virtual Preparatory Academy of West Virginia is to establish, operate, maintain, and manage a virtual public charter school pursuant to Chapter 18, Article 5G, of the West Virginia Code, and particularly West Virginia Code § 18-5G-14, as subsequently amended from time to time.

2.2 Mission. The mission of the Virtual Preparatory Academy of West Virginia is to reach all students with an individualized, career-focused education in an interactive learning environment rooted in rigor and innovation. We are dedicated to academic excellence that empowers and prepares students for a world of opportunity.

2.3 Vision. The Virtual Preparatory Academy of West Virginia envisions a learning experience that combines the best of online instruction with its capacity for individualized flexible learning. Our statewide public charter school, serving all K-12 grades, will feature an innovative and interactive curriculum, fully aligned to the West Virginia Content Standards, and taught by talented West Virginia state-certified teachers. Teacher-led instruction will include synchronous and asynchronous learning opportunities, one-to-one tutoring, organized peer interaction, and a focus on critical skills for success in college and the workforce.

2.4 Commitment. We will partner with our families to ensure they have the appropriate resources to support their student’s engagement and learning. This includes extensive student and parent onboarding programs to ensure students are ready to learn and parents are ready to support.

ARTICLE III CORPORATE STATUS

3.1 Non-Profit Corporation. The corporation is, and shall maintain its status as, a nonprofit corporation duly organized and in good standing under the laws of the State of West Virginia.

3.2 No Private Inurement; No Distributions to Directors or Officers. No part of the net earnings from the corporation's activities shall inure to the benefit of any of its directors, officers, or other individual or entity. Further, the corporation shall not make any direct or indirect transfer of money or other property, or incur any indebtedness to or for the benefit of any of its directors or officers. This provision, however, shall not prohibit the reimbursement of reasonable expenses.

3.3 501(c)(3) Tax-Exempt Entity. This corporation shall apply for, and once attained, and shall maintain its status as, a tax-exempt entity under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code").

3.4 Limitations on Activities. No substantial part of the activities of this corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and this corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of, or in opposition to, any candidate for public office.

3.5 General Prohibition. Notwithstanding any other provisions of these Bylaws, this corporation shall not carry on any activities not permitted to be carried on (a) by a corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code, or (b) by a corporation, contributions to which are deductible under Section 170(c)(2) of the Internal Revenue Code.

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

3.7 Dissolution. In the event of the dissolution of the corporation, assets of the corporation remaining after the discharge of all liabilities shall be distributed consistent with the corporation's Articles of Incorporation.

**ARTICLE IV
FISCAL YEAR**

4.1 Fiscal Year. The fiscal year of the corporation shall begin on the first day of July of each calendar year and end upon the last day of June of the following calendar year.

**ARTICLE V
MEMBERSHIP**

5.1 Membership. The corporation shall have no members.

**ARTICLE VI
BOARD OF DIRECTORS**

6.1 General Powers. All corporate powers are to be exercised by or under the authority of, and the activities, property and affairs of the corporation are to be managed under the direction of, the Board of Directors of the corporation.

6.2 Number; Election; Qualifications. The Board of Directors of this Corporation shall consist of not less than five (5) persons, as may be determined by the Board of Directors from time to time. The initial directors shall be appointed by the Incorporator. Thereafter, directors shall be elected by the initial directors at the first annual meeting of the directors and at every annual meeting thereafter. Directors shall be citizens of the United States of America, but need not be residents of the State of West Virginia. Directors shall be a natural person of legal age and shall hold office until the next succeeding annual meeting and until their successors are elected and qualified.

6.3 Resignation. Any director may resign at any time by delivering written notice of such resignation to the Board of Directors, the Chair of the Board of Directors, or the corporation. Such a resignation is effective when the notice is delivered, unless the Board of Directors agrees to a later effective date.

6.4 Removal. The directors may remove one or more directors with or without cause. One or more directors may be removed by the directors only at a meeting called for the purpose of removing the director or directors and the meeting notice must state that the purpose, or one of the purposes, of the meeting is the removal of the director or directors. A director may be removed only if the number of votes cast to remove the director exceeds the number of votes cast not to remove the director.

6.5 Vacancies. Any vacancy in the Board of Directors, including a vacancy resulting from by an increase in the number of directors, may be filled for the unexpired portion of the term by the Board of Directors. If the directors then in office constitute less than a quorum of the Board of Directors, the directors may fill the vacancy by the affirmative vote of a majority of the directors then remaining in office. Any vacancy that will occur at a specific later date, by reason of a resignation effective at a later date under Section 6.3 or otherwise, may be filled before the vacancy occurs but the new director may not take office until the vacancy occurs.

6.6 Compensation. No director shall receive any compensation for attendance at meetings or other services performed as a director; but, as approved by the Board of Directors, a director may be reimbursed for expenses actually incurred in connection with the person's service as a director. Nothing contained herein shall be construed as precluding any director from serving the corporation in any other capacity and receiving reasonable compensation therefor.

6.7 Meetings. The Board of Directors shall hold an annual meeting on such date as may be fixed by the Board of Directors, either at the principal office of the corporation or at such other place, either within or without the State of West Virginia, as the Board of Directors may fix by resolution, for the purpose of electing directors of the corporation, appointing officers and transacting such other business as may come before the meeting. The Board of Directors may provide by resolution for the holding of, and the date, time and place for, additional regular meetings. Special meetings of the Board of Directors may be called by the President, Vice President or any two directors. Meetings of the Board may be held within or without the State of West Virginia.

6.8 Notice of Meetings. Annual or other regular meetings of the Board of Directors may be held without notice of the date, time, place or, purpose of the meeting. Notice of the date, time, place, and purpose of any special meeting of the Board of Directors shall be given by the Secretary of the corporation or by the person or persons calling such meeting and shall state by whom it is called. The notice of a special meeting shall be given at least one day before the date of such meeting, either by written notice thereof mailed to each director, or by telephone, e-mail or other electronic means.

6.9 Waiver of Notice. Any director may waive any notice required by law, the Articles of Incorporation or these Bylaws before or after the date and time stated in the notice. Except as otherwise provided in this Section 6.9, the waiver must be in writing, be signed by the director entitled to the notice, and be filed with the minutes or corporate records. A director's attendance at or participation in a meeting waives any required notice to the director of the meeting, unless the director at the beginning of the meeting or promptly upon the director's arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

6.10 Participation in Meetings. Any or all directors may participate in any annual, regular, or special meeting by, or such meeting may be conducted through the use of, any means of communication by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

6.11 Quorum and Voting. A majority of the sum of the number of directors fixed by the Board of Directors shall constitute a quorum for the transaction of business. If a quorum is present when a vote is taken, the affirmative vote of a majority of the directors present is the act of the Board of Directors. If at any meeting of the Board there is less than a quorum present, a majority of the directors present may adjourn the meeting from time to time until a quorum is present. A director who is present at a meeting of the Board of Directors or a committee of the Board of Directors when corporate action is taken is deemed to have assented to the action taken unless: (a) the director objects at the beginning of the meeting or promptly upon the director's arrival to holding it or transacting business at the meeting; (b) the director's dissent or

abstention from the action taken is entered in the minutes of the meeting; or (c) the director delivers written notice of the director's dissent or abstention to the presiding officer of the meeting before its adjournment or to the corporation immediately after adjournment of the meeting. The right of dissent or abstention is not available to a director who votes in favor of the action taken.

6.12 Action by Directors without Meeting. Any action which can be taken at a meeting of the Board of Directors may be taken without a meeting if the action is taken by all members of the Board. The action without a meeting must be evidenced by one or more written consents describing the action taken, signed by each director, and included in the minutes or filed with the corporate records reflecting the action taken. Action taken without a meeting is effective when the last director signs a consent, unless the consent specifies a different effective date. A consent signed under this Section 6.12 has the effect of a meeting vote and may be described as having the effect of a meeting vote in any document.

6.13 Conflicts of Interest. No contract or transaction between the corporation and one or more of its directors or officers, or between the corporation and any other corporation, partnership, limited liability company, association, or other organization in which one or more of this corporation's directors or officers are directors or officers, or have a financial interest, is void or voidable solely for this reason, or solely because the director or officer is present at or participates in the meeting of the Board of Directors or committee thereof which authorizes the contract or transaction, or solely because any director's or officer's votes are counted for the purpose, if:

(a) the material facts as to the director's or officer's relationship or interest and as to the contract or transaction are disclosed or are known to the Board of Directors or the committee, and the Board or committee in good faith authorizes the contract or transaction by the affirmative votes of a majority of disinterested directors, even though the disinterested directors be less than a quorum; or

(b) the contract or transaction is fair as to the corporation as of the time it is authorized, approved, or ratified by the Board of Directors or the committee of the Board.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board of Directors or of a committee thereof which authorizes the contract or transaction. For the purposes of this Section 6.13, a "disinterested director" means a director who, at the time of a vote referred to in this Section, is not (i) a party to the contract or transaction or (ii) a director or officer of, or a person who has a financial interest, in one or more of the parties to the contract or transaction being considered other than this corporation. On any question involving the authorization of any such contract or transaction, the names of those voting each way shall be entered on the record of the proceedings.

6.14 Standards of Conduct for Directors. The Directors stand in a fiduciary relation to the corporation. When discharging the duties of a director, each director shall act in good faith and in a manner the director reasonably believes to be in the best interests of the corporation. The members of the Board of Directors or a committee of the Board, when becoming informed in connection with their decision-making function or devoting attention to their oversight function, shall discharge their duties with such care, including reasonable inquiry, skill and diligence, as a person of ordinary prudence in a like position would reasonably believe appropriate under similar circumstances. In discharging Board or committee duties, a director who does not have knowledge

that makes reliance unwarranted is entitled to rely (a) on the performance by any of the persons specified in this Section 6.14 to whom the Board may have delegated, formally or informally by course of conduct, the authority or duty to perform one or more of the Board's functions that are delegable under law, and (b) on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by any of the persons specified in this Section 6.14. In accordance with the provisions of this Section 6.14, a director is entitled to rely on:

(1) One or more officers or employees of the corporation whom the director reasonably believes to be reliable and competent in the functions performed or the information, opinions, reports, or statements provided;

(2) Legal counsel, public accountants, or other persons retained by the corporation as to matters involving skills or expertise the director reasonably believes are matters within the particular person's professional or expert competence or as to which the particular person merits confidence; or

(3) A committee of the Board of Directors of which the director is not a member, if the director reasonably believes the committee merits confidence.

6.15 Personal Liability of Directors. No director shall have any liability to the corporation for monetary damages for any action taken, or any failure to take any action, as a director, except for (1) the amount of any financial benefit received by a director to which that person is not entitled, (2) an intentional infliction of harm on the corporation, (3) an unlawful distribution, (4) an intentional violation of criminal law, or (5) a breach or failure by the director to perform the duties of the director's office, where such breach or failure to perform constitutes self-dealing, willful misconduct, or recklessness.

6.16 Record of the Board. The Board of Directors shall cause to be kept a record of its proceedings, which shall be verified by the signatures of the persons acting as chair and secretary of the meeting. Any member of the Board of Directors, at such person's request, shall have the right to have such director's vote recorded in the minutes of the meeting on any question coming before the Board.

ARTICLE VII COMMITTEES

7.1 Committees. The Board of Directors may establish standing committees, or special committees, each of which shall have two or more members, which shall have such duties, responsibilities, and authority, and which shall continue in existence for such period of time, as may be determined by the Board of Directors. No committee, however, may: (1) fill vacancies on the Board of Directors or on any of its committees; (2) amend the corporation's Articles of Incorporation; (3) adopt, amend, or repeal Bylaws of the corporation; (4) approve a plan of merger; (5) approve a sale, lease, exchange, or other disposition of all, or substantially all, of the property of the corporation; or (6) approve a proposal to dissolve the corporation. The creation of, delegation of authority to, or action by a committee does not alone constitute compliance by a director with the standards of conduct required of the director under law and these Bylaws.

7.2 Creation and Appointment of Committees. The creation of any committee and appointment of members to it must be approved by a majority of all the directors in office when the action is taken. Unless the Board of Directors shall otherwise determine, the President shall designate a chair and/or co-chair, and may designate a vice chair, for each committee. All members of each committee shall be members of the Board of Directors, but others appointed by the Board or the President who are not members of the Board may participate as advisors to a committee. Committee members serve at the pleasure of the Board of Directors, and shall be prepared to report on the affairs of the committee at each meeting of the Board of Directors.

7.3 Procedures for Committees. Each committee shall conduct its business pursuant to the rules set forth in Sections 6.7 through 6.16, inclusive, of these Bylaws.

ARTICLE VIII OFFICERS

8.1 Officers. The officers of the corporation shall be a President, one or more Vice Presidents, a Secretary, a Treasurer and such other officers, with such titles, powers, and duties as designated by the Board of Directors, as may be appointed by the Board of Directors, including, but not limited to, a Chair of the Board, an Assistant Secretary and an Assistant Treasurer. The President, any Vice Presidents, the Secretary and the Treasurer must be directors of the corporation.

8.2 Appointment and Term of Office. The officers of the corporation shall be appointed for two (2) year terms by the Board of Directors. Each officer shall hold office from the date of the officer's appointment for a period of two (2) years until that officer's successor shall have been appointed and qualified.

8.3 Compensation. The Board of Directors of the corporation shall have the authority to fix the compensation of all officers, including those who are members of the Board of Directors.

8.4 Bond. If required by the Board, the Treasurer, Secretary, or any other officer, agent or employee shall give bond payable to the corporation in such penalty and with such conditions and security as the Board may require.

8.5 Removal and Resignation. The Board of Directors may remove and/or replace any officer at any time with or without cause. An officer may resign at any time by delivering written notice to the Secretary. A resignation is effective when the notice is delivered, unless the Board of Directors agrees to a later effective date. If a resignation is made effective at a later date and the Board of Directors accepts the future effective date, the Board of Directors may fill the pending vacancy before the effective date if the Board of Directors provides that the successor does not take office until the effective date. The removal or resignation of an officer does not affect the officer's contract rights, but the appointment of an officer does not itself create contract rights.

8.6 Vacancies. A vacancy in any office may be filled by the Board of Directors for the unexpired portion of the term.

8.7 Standards of Conduct for Officers. When performing in an official capacity, an officer of the corporation shall act in good faith with the care that a person in a like position would reasonably exercise under similar circumstances and in a manner the officer reasonably believes to be in the best interests of the corporation.

8.8 President. The President shall be the chief executive officer of the corporation. The President shall act as chair of and shall preside at all meetings of the Board of Directors, unless the directors shall appoint a Chair of the Board to preside at meetings of the directors. Unless some other officer or agent is specially appointed and authorized for the purpose, the President shall sign the name of the corporation to all deeds, mortgages, contracts, and other instruments made by the corporation, except such as are necessary or incidental to the exercise of the powers vested in other officers or agents by the Board of Directors. And, generally, the President shall have and exercise supervision and control over all the business, affairs, and property of the corporation, and shall perform such duties as are incident to the conduct of its business not otherwise provided for in the Bylaws or by action of the Board of Directors.

8.9 Vice President. The Vice President shall in the absence or incapacity of the President perform the duties of the President and shall have such other powers and authority as may be assigned to the Vice President by the Board of Directors, either generally or specially. If there shall be more than one Vice President, each shall have such duties, powers, and authority as may be assigned to each such Vice President by the Board of Directors, and, unless otherwise provided by the Board of Directors, each shall be authorized to perform the duties of the President in the President's absence or incapacity in the order of their designation or appointment.

8.10 Secretary. The Secretary, or an Assistant Secretary, shall attend all meetings of the Board of Directors and act as secretary thereof, preparing and keeping the minutes of all meetings and consents of the Board of Directors in a book to be maintained for the purpose. The Secretary, or an Assistant Secretary, shall give or cause to be given, unless otherwise specially provided, notice of all meetings of the Board of Directors, committees and other meetings of the officers or representatives of the corporation, assuring that all notices are given in accordance with the Bylaws or as required by law.

8.11 Treasurer. The Treasurer, or an Assistant Treasurer, shall have custody of the corporate funds and securities, subject to the supervision and control of the President. The Treasurer shall cause to be kept full and accurate accounts of receipts and disbursements of the corporation in proper books to be furnished for that purpose by the corporation; cause all moneys and other valuable effects to be deposited to the credit of the corporation, in such depositories as may be designated by the Board of Directors; be responsible for disbursing the funds of the corporation subject to such regulations as may be prescribed by the Board of Directors, taking proper vouchers for such disbursements; and such officer shall render to the President and to the directors at regular meetings of the Board, whenever they, or any of them, may request it, an account of all transactions of the Treasurer's office and of the financial condition of the corporation, and such other reports as may from time to time be required of the Treasurer by the President or the Board.

ARTICLE IX

INDEMNIFICATION AND INSURANCE

9.1 Indemnification. The corporation is obligated to provide indemnification to each director or officer to the fullest extent permitted by law. Without limiting the generality of the preceding sentence, the corporation shall be obligated to indemnify a director or officer for any liability, as that term is defined by W.Va. Code § 31E-8-850(5), as amended, to any person for any action taken, or any failure to take any action, as a director or officer, as the case may be, except liability for (1) receipt of a financial benefit to which a director is not entitled, (2) an intentional infliction of harm on the corporation, (3) an unlawful distribution, or (4) an intentional violation of criminal law. For the purposes of such obligation to indemnify, the words “director” or “officer” means an individual, or the estate or personal representative of an individual, who is or was a director or officer, respectively, of the corporation or who, while a director or officer of the corporation, is or was serving at the corporation’s request as a director, officer, partner, manager, director, employee, or agent of another domestic or foreign corporation, partnership, joint venture, limited liability company, trust, employee benefit plan, or other entity. A director or officer is considered to be serving an employee benefit plan at the corporation’s request if that person’s duties to the corporation also impose duties on, or otherwise involve services by, that person to the plan or to participants in or beneficiaries of the plan.

9.2 Insurance. The corporation may purchase and maintain insurance on behalf of an individual who is a director or officer of the corporation, or who, while a director or officer of the corporation, serves at the corporation’s request as a director, officer, partner, manager, director, employee, or agent of another domestic or foreign corporation, partnership, joint venture, limited liability company, trust, employee benefit plan, or other entity, against liability asserted against or incurred by such individual in that capacity or arising from such individual’s status as a director or officer of this corporation, whether or not the corporation would have power to indemnify or advance expenses to the individual under law.

ARTICLE X FINANCIAL AND RELATED MATTERS

10.1 Contracts. The Board of Directors may authorize any officer or officers, agent or agents of the corporation, in addition to the officers specifically authorized by these Bylaws, to enter into any contract or to execute and deliver any instrument in the name of and on behalf of the corporation, and such authority may be general or confined to specific instances.

10.2 Checks and Notes. All checks, drafts, or orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the corporation shall be signed or countersigned by such officer or officers, agent or agents, of the corporation, and in such manner as shall from time to time be determined by resolution of the Board of Directors. In the absence of such determination by the Board of Directors, such instruments shall be signed by the President or the Treasurer of the corporation.

10.3 Deposits. All funds of the corporation shall be deposited from time to time to the credit of the corporation in such banks or other depositories as the Board of Directors may select.

10.4 Accounting Records. The corporation shall maintain appropriate accounting records. The Board of Directors may designate an independent auditor or accountant to conduct an audit of the books and records of the corporation.

10.5 Borrowing. No loan shall be contracted on behalf of the corporation, and no evidence of indebtedness shall be executed or issued in its name, unless authorized by resolution of the Board of Directors.

10.6 Liability for Unlawful Distributions to Directors and Officers. Any director who votes for or assents to any direct or indirect transfer of money or other property, or incurrence of any indebtedness, by the corporation which is not permitted by law or Section 3.2 of these Bylaws is personally liable to the corporation for the amount of the distribution that exceeds what could have been distributed pursuant to law or Section 3.2 if such conduct does not comply with the standards of conduct established under law or Section 6.14 of these Bylaws. For purposes of this section, a director is deemed to have voted for a distribution if the director was present at the meeting of the Board of Directors at the time the distribution was authorized and did not vote in dissent, or if the director consented to the vote pursuant a written consent in lieu of action taken at a meeting.

10.7 Budgets. The corporation shall prepare annual operating and capital expenditure budgets, which shall not be effective until approved by the Board of Directors.

10.8 Seal. These Bylaws do not provide for a corporate seal; however, these Bylaws shall not be construed so as to prevent the Board of Directors from adopting and thereafter changing the form of the seal or the inscription thereon at their pleasure.

ARTICLE XI RECORDS AND REPORTS

11.1 Corporate Records. The corporation shall keep as permanent records minutes of all meetings of the Board of Directors, a record of all actions taken by the Board of Directors without a meeting, and a record of all actions taken by any committee of the Board of Directors in place of the Board of Directors on behalf of the corporation. The corporation shall keep a copy of the following records at its principal office: (1) its Articles of Incorporation, or any restatement thereof, and all amendments to them currently in effect; (2) its Bylaws and all amendments to them currently in effect; (3) resolutions adopted by its Board of Directors; and (4) a list of the names and business addresses of its current directors and officers.

11.2 Inspection of Records by Directors. A director of the corporation is entitled to inspect and copy the books, records, and documents of the corporation at any reasonable time to the extent reasonably related to the performance of the director's duties as a director, including duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the corporation.

**ARTICLE XII
AMENDMENT**

12.1 Amendment Generally. These Bylaws may be amended or repealed by the Board of Directors.

12.2 Amendment Changing Quorum or Voting Requirement. Action by the Board of Directors to amend or repeal a bylaw that changes the quorum or voting requirement for the Board of Directors must meet the same quorum requirement and be adopted by the same vote required to take action under the quorum and voting requirement then in effect or proposed to be adopted, whichever is greater.

**ARTICLE XIII
NOTICE**

13.1 Forms of Notice. Notice under these Bylaws must be in writing unless oral notice is reasonable under the circumstances. Notice by electronic transmission is considered written notice. Notice may be communicated in person, by mail, or other method of delivery, or by telephone, voice mail, or other electronic means. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published, or by radio, television, or other form of public broadcast communication.

13.2 Effective Date of Notice. Written notice, if in a comprehensible form, is effective at the earliest of the following: (1) when received; (2) five days after its deposit in the United States mail, if mailed postpaid and correctly addressed; or (3) on the date shown on the return receipt, if sent by registered or certified mail, return receipt requested, and the receipt is signed by or on behalf of the addressee. Oral notice is effective when communicated, if communicated in a comprehensible manner.

Adopted to be effective as of July 22, 2021 by the initial Board of Directors.

Cindy Burkholder

Cindy Burkholder, Director

Daniel Casto

Dan Casto, Director

Karen Hunter

Karen Hunter, Director

Christopher Walker

Christopher "Mookie" Walker, Director

Elliot Simon

Elliot Simon, Director

**AMENDMENT TO THE BYLAWS OF
VIRTUAL PREPARATORY ACADEMY OF WEST VIRGINIA, INC.**

This Amendment to the Bylaws of Virtual Preparatory Academy of West Virginia, Inc., a West Virginia nonprofit corporation (the "Academy"), is effective as of the date set forth below.

WHEREAS, the Board of Directors of the Academy seeks to amend the Academy's bylaws (the "Bylaws") to incorporate certain changes as set forth in this Amendment;

NOW, THEREFORE, the Secretary of the Academy certifies that the Board of Directors of the Academy has duly authorized this Amendment, which shall bind the Academy following the date hereof:

1. Article VI, Section 6.2 is hereby amended to read as follows:

"6.2 Purposes. Number; Election; Qualifications. The Board of Directors of this Corporation shall consist of not less than five (5) persons, as may be determined by the Board of Directors from time to time. The initial directors shall be appointed by the Incorporator. Thereafter, directors shall be elected by the initial directors at the first annual meeting of the directors and at every annual meeting thereafter. Directors shall be citizens of the United States of America, but need not be residents of the State of West Virginia. Directors shall be a natural person of legal age and shall hold office until the next succeeding annual meeting and until their successors are elected and qualified. All directors shall meet the qualifications set forth in W.Va. Code §18-5G-7(b), which qualifications are incorporated herein by this reference."

2. Article VI, Section 6.6 is hereby amended to read as follows:

"6.6 Compensation. No director shall receive any compensation for attendance at meetings or other services performed as a director; but, as approved by the Board of Directors, a director may be reimbursed for expenses actually incurred in connection with the person's service as a director. Nothing contained herein shall be construed as precluding any director from serving the corporation in any other capacity and receiving reasonable compensation therefor, except to the extent prohibited or limited by applicable law."

3. Article VIII, Section 8.2 is hereby amended to read as follows:

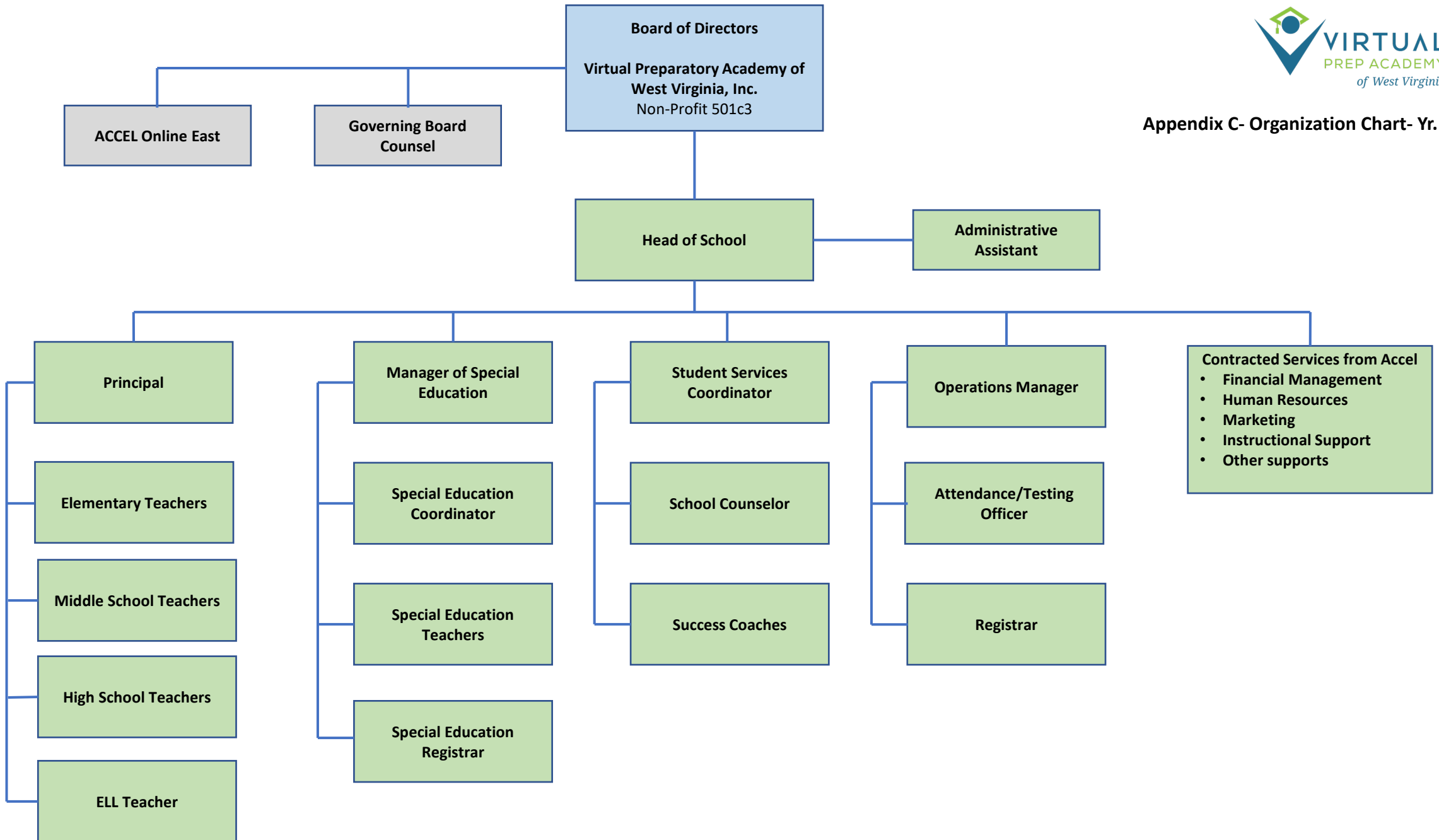
"8.2 Appointment and Term of Office. The officers of the corporation shall be appointed for one (1) year terms by the Board of Directors. Each officer shall hold office from the date of the officer's appointment for a period of one (1) year and until that officer's successor shall have been appointed and qualified."

Certified by the Secretary of Virtual Preparatory Academy of West Virginia, Inc., as of the date set forth below.

Date: August 30, 2021


Secretary

Appendix C- Organization Chart- Yr. 1



MANAGEMENT AGREEMENT

This Management Agreement (this “*Agreement*”) is entered into as of _____ (“*Effective Date*”) by and between Accel Online East LLC, a Delaware limited liability company (“*Manager*”), and Virtual Preparatory Academy of West Virginia, Inc. (the “*School*”), a West Virginia non-profit corporation and public virtual charter school.

RECITALS

Whereas, the School is organized as a West Virginia nonprofit corporation under the laws of the state of 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 (as may be amended, the “*Charter Contract*”) with the West Virginia Professional Charter School Board (the “*Authorizer*”) pursuant to which the School is authorized to operate a public virtual charter school under State law;

Whereas, the Manager was established, among other reasons, to manage public schools, and, subject to the terms and conditions set forth herein, has agreed to provide assistance and expertise, including regulatory, financial, facilities, and other advice, in connection with the operation of the School;

Whereas, the School is aware of the increasing need for greater educational alternatives for children to receive a 21st century education that provides connection, purpose and mastery which in turn creates pathways, partnerships and opportunities in careers and/or college as the needs and the local business community evolves over time;

Whereas, the Manager strives to provide students with quality, college and career-focused, rigorous and relevant coursework, internships, project-based learning opportunities, and other life skills which are necessary to live a successful and rewarding life in an increasingly competitive global market; 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, ADMINISTRATIVE SERVICES AND TECHNOLOGY 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 educational programs designed to achieve the goals set forth in the Charter Contract (the “***Educational Program***”). In the event Manager determines it is necessary to materially modify the Educational Program, Manager shall inform the School of any such proposed material changes and obtain School approval, and if required under the Charter Contract, approval of the Authorizer (it being agreed that the School shall reasonably cooperate in obtaining such approval, if the School approves of the change).
- (ii) Instruction. Oversight and coordination of the services to be provided by instructional and administrative 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. Pursuant to ARTICLE VIII below, access to its learning ecosystem, called the Accel Management Platform (“***AMP***”), which provides an integrated system for education and school operation. It includes integration of rigorous and research-based online courses and functions as a powerful learning management system; a comprehensive student information system and reporting system; a live Webinar tool; a balanced student assessment system; and instructional data integration and presentation tools. AMP is a single sign-on experience that hosts synchronous and asynchronous lessons allowing for student-centered learning. AMP is capable of providing real-time progress monitoring, and can allow teachers instantaneous access to standards-aligned and performance-based data about each student. Using AMP, teachers can better identify students who need small group or one-on-one instructional support.
- (v) Career Development. The Manager shall provide career development for students, fostering excitement and possibilities through career exploration – helping students connect skills, interests, and abilities to career opportunities. Courses will be aligned in career goals with opportunities in high-skill and in-demand fields. Manager will provide opportunities for students to engage in individual career planning discussions and activities, building and using student social capital. The Manager shall provide industry specific preparation and work-based learning to build on classroom instruction and cultivate employability skills that prepare students for success in post-secondary education and future careers. Career and student technical organizations chapters will be established based on pathway alignment. Coursework and pathways will culminate in credentials and certifications of value in key industries.
- (vi) Community Opportunities. The Manager shall foster connections with industry, higher education, and community partners to generate integrated, seamless partnerships opening opportunities for students and the school community. Educational Services include a school-based CTE (Career and Technical Education) advisory council featuring key industry partners assembled to give advice and support to school leadership and students. Partnerships with business and universities will support dual credit/concurrent enrollment and application of skills learned in pathways. Partnerships with community organizations will provide

additional opportunities for students to build skills and contribute to the community.

- (vii) English Language Learners (ELL). Implementation of curricular components designed to meet the needs of ELL as required by State and federal law. All ELL in the School will have an Individualized Education Plan (IEP) which will be implemented with fidelity by all teachers and staff who work with each ELL student. The IEP will detail strategies, instructional and assessment accommodations, modifications, goals for the ELL student, and results on the State and local assessment data. The IEP will be updated annually or earlier if needed to reflect the ELL student's language proficiency growth. The ELL program supports a variety of different first languages.
 - (viii) Students with Special Needs. In serving students with disabilities, assistance in enabling School to comply with all applicable State and federal laws including, but not limited to, Section 504 of the Rehabilitation Act ("Section 504"), the Americans with Disabilities Act ("ADA"), and the Individuals with Disabilities Education Act ("IDEA"). Manager will provide or cause to be provided a continuum of special education services and range of placements to better enable the School to provide a free appropriate public education ("FAPE") in the least restrictive environment ("LRE"). Itinerant, supplementary or full-time special education support will be provided via the telephone, Internet, live sessions, or in person in accordance with the student's IEP. Manager will provide a comprehensive program using an alternative curriculum for qualified students. Related services (for example, occupational or physical therapy, counseling,) will be provided face-to-face, via computer, in homes, community sites, and/or therapist offices, depending on the needs of each individual student and as provided in the student's IEP.
 - (ix) Gifted Students. Teachers to work closely with the parent/guardian and the curriculum team to promote a steady flow of enrichment activities for students working above grade level. Manager may also offer students virtual gifted education, which can enable them to work significantly above grade level without the restraints of traditional school classroom pacing. AP courses are available in Mathematics, Language Arts, Spanish, Science, and History/Government.
 - (x) Student Services. Staffing of a Student Services team that endeavors to empower students to overcome academic, social, emotional, mental health or other challenges to ensure students are successful in school and in their community. This approach is designed to be holistic, including, where appropriate, early intervention, social development, support services, and linking families to School and community resources. Student Services team members and teachers endeavor to work together with students' families to provide students with wrap-around support to promote student motivation and timely graduation.
 - (xi) 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 under the Charter Contract and/or by the West Virginia Board of Education (the "**WVBE**") and such other services as are necessary or expedient for the provision of teaching and learning at the School as agreed between Manager and the School from time to time. Manager will provide the

Educational Services in accordance with the Educational Program, 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.

- (c) Budget Limitation. 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)(iv)(A) below. Therefore, notwithstanding anything to the contrary set forth in Section 1.1(a) or (b) above, Manager shall have no obligation to perform any Educational Services not contemplated by the School Budget and will not be required to expend funds on Educational 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 and Administrative 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) 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.
 - (iv) Budgeting and Financial Reporting. Provision of budgeting and financial reporting services in accordance with the below:
 - (A) The Manager will prepare a proposed annual budget in a mutually agreeable format by June 1st of the immediately preceding fiscal year 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 prepare 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 School shall be responsible for the costs of the audit and the costs will be provided for in the Budget.
 - (B) The Manager will provide the School with monthly financial forecasts and analysis reports (Forecasted P&L / Cash Balances). 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.

- (C) On behalf of the School, the Manager is responsible for preparing (i) such other reports on the finances and operation of the School as reasonably requested or required by the WVBE, the School or the Authorizer if necessary to cause 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 Agreement 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 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 and prepared as an Administrative Service hereunder will be available to the School, and upon the written request of the School, to the Authorizer, the Auditor of State, the WVBE, the United States Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that Manager will endeavor to make such copies available within thirty (30) business days of request.
 - (F) If School is not able to fully pay the Service Fees or any bills when due, then the School shall (i) work with Manager to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) obtain Manager's written consent prior to incurring costs, expenses, or other liabilities not contemplated under the School Budget greater than ten thousand dollars (\$10,000) individually or in the aggregate.
 - (G) School's Right to Audit. The School may conduct or appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School. Any such audit shall be conducted by the School in a manner so as to minimize disruption to the Manager's operation of the School.
- (v) Maintenance of Student and Other Records. Maintenance of other records as set forth below:
- (A) Manager will maintain 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 student records are and shall be at all times the property of the School). Manager and the School will maintain the proper confidentiality of student records as required by law and the Charter Contract.
 - (B) Manager will maintain 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 the records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of the records (it being understood that the employment, business, and other records are and shall be at all times the property of the School, provided, for the avoidance of doubt, that records of the Manager and its Affiliates (as defined in section 3.7 below) pertaining to their existence and operation (including, without limitation, records maintained by Manager and its Affiliates in respect of its employees) are the sole and exclusive property of the Manager). 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 subject to the applicable provisions of State and federal law. The School recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 (“*FERPA*”) and the State open records act, that Manager has a legitimate educational interest in the disclosure to Manager by the School (or its designees) of a student’s educational records and that such records shall be disclosed to Manager so Manager may provide the products and services described in this Agreement. The Board recognizes and agrees that Manager and its Affiliates are “school officials” and have a “legitimate educational interest” as permitted by FERPA, and the Board will take all steps necessary to ensure Manager has access to records necessary to permit the provision of the educational products and services hereunder. Manager shall help facilitate, to the extent requested by the School, the availability of all School records, whether physically or electronically, upon request, at the School.

(D) Manager shall provide such other information, including written reports, as reasonably requested by the School, within 30 days of such request when reasonably possible.

- (vi) Admissions. Implementation of the School’s admission policy in accordance with the Charter Contract, and applicable laws and regulations.
- (vii) 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.
- (viii) 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 metrics of performance reasonably requested by the School.

- (ix) Rules and Procedures. Recommend rules and procedures applicable to the School and its students and enforce such rules and procedures adopted by the School that do not conflict with or violate this Agreement, the Charter Contract, or applicable laws and regulations.
- (x) Student Recruitment. Recruit 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.
- (xi) Administrative Facility Management. Management of the School's Administrative Facility (as defined in Section 1.4 below) to the extent consistent with any lease or other documents pertaining to the Administrative Facility.
- (xii) Additional Administrative Services. Any other services reasonably necessary 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 material modifications.
- (b) 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)(iv)(A) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Administrative Services not contemplated by the School Budget and will not be required to expend funds on Administrative Services in excess of the amounts set forth in such School Budget.

1.3 Technology Services.

- (a) During the Term, Manager or its Affiliates 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 for 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 Manager.
 - (b) Manager charges a fee for the provision of computer equipment as set forth in Article IV below.
 - (c) Manager will be responsible and accountable to the School for the provision of the Technology Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(iv)(A) above. Therefore, notwithstanding anything to the contrary set forth in Section 1.2(a) above, Manager shall have no obligation to perform any Technology Services not contemplated by the School Budget and will not be required to expend funds on Technology Services in excess of the amounts set forth in such School Budget.
- 1.4 Place of Performance; Provision of Offices. The School will provide Manager with necessary and reasonable office space at 449 Rose Hill Drive, Kearneysville, WV 25430 (the “*Administrative Facility*”) to perform all services described in this Agreement that are not otherwise provided online or remotely at Manager’s usual place of business. 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 Renewal Term (defined hereinafter) thereafter, this Agreement will automatically extend for successive additional periods of five (5) years (each such period is a “*Renewal Term*”) (provided that if, at the time of any renewal, the term then remaining under the Charter Contract is less than five (5) years, that Renewal Term shall be coterminous with the term of the Charter Contract) unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before expiration of the then-current Term (defined hereinafter), in which case, this Agreement shall terminate effective as of such expiration; 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 Authorizer or Charter Contract Change. 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.

Notwithstanding the foregoing, if any change to the Charter Contract has a material adverse effect on Manager's ability to deliver services, then upon written notice to the School, Manager may request renegotiation of this Agreement. Request for renegotiation may be given any time following notice of the change whether or not the change is effective on the date of notice or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice of renegotiation was given unless earlier termination is necessary to protect the health, welfare or safety of students.

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 Oversight of Manager. The Board shall be responsible for monitoring Manager's performance under, and compliance with, the terms of this Agreement in accordance with applicable law. Accordingly, the Board shall be responsible for overseeing the School's quality, and operational and financial performance, and also for working with the Authorizer as required. Manager shall reasonably cooperate with School's monitoring and oversight.
- 3.3 School-Related Correspondences. The Board shall provide Manager with all reports, documents and other findings that are related to or may have an impact on the School, the Authorizer and/or Manager's obligations herein. School-related correspondence includes, but it not limited to, adopted Board minutes, resolutions and Board reports as to non-confidential matters, State audit preliminary and final reports, Authorizer reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.
- 3.4 Manager Attendance at Board Meetings and Board Member Payment. Manager shall use commercially reasonable efforts to cause its personnel to attend Board meetings in person and, if unable to attend in person, may attend them virtually or telephonically. The Board shall use commercially 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. If School is not able to fully pay reimbursable costs when due, Board members shall not receive payment for attending board meetings.

- 3.5 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 1563(a) of 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.
- 3.6 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.
- 3.7 Exclusivity. During the Term, Manager and its Affiliates shall be the sole providers of the products and 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 and Computer Equipment.
- (a) Service Fees. The School will pay to Manager fees for services as set forth in the attached Fee Schedule ("***Service Fees***"). Service Fees expressed as a percent means the designated percent 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 percent-based Service Fees calculation shall not include charitable contributions, transportation funding, or proceeds from fundraisers, which shall be retained entirely by the School. Consideration referenced in this section shall 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) Computer Equipment Fee. The School will pay to Manager fees for Computer Equipment as set forth in a separate price list. Manager modifies the rates from time to time, but no more than once per fiscal year.

- (c) Annual Reconciliation. The Service Fees 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 promptly upon receipt of same (and in any case, within three (3) business days). 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. If Manager incurs any costs (directly or charged by service providers, vendors or other third parties) to deliver services pursuant to this Agreement, the School will reimburse Manager for reasonable costs so incurred which 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 Administrative Facility lease that the Parties may enter into), Administrative Facility maintenance and utility costs, salaries of Manager's employees assigned to the staff of the School, Authorizer fee, costs related to curriculum, instructional materials, textbooks, computers, software, supplies, special education, and psychological services. Additionally, in consideration of Manager's employee administration costs (including payroll, benefits, recruiting, workplace safety and compliance) for all employees assigned to work at the School, Manager shall charge the School \$42.50 per pay period for each such employee. Except as may be provided in any equipment lease or Administrative 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. 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.
- 4.4 Time and Priority of Payments.
- (a) Each installment of the Service Fees will be due and payable by the School upon receipt of invoice and delinquent if not paid within thirty (30) days thereafter.
 - (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 payments to Manager within thirty (30) days of receipt of invoice. Notwithstanding the foregoing, School shall have thirty (30) days from receipt of invoice to provide Manager with notice disputing the reasonableness of any costs incurred outside of the Budget.

- (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 for salaries, benefits and associated administration costs of employees performing the services contemplated hereunder; (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 Administrative 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.

4.5 Payment Options.

- (a) The School will submit payroll and tax monies via one of two funding methods (“**Funding Method**”): (i) Automated Clearing House (“**ACH**”) funding, or (ii) wire funding (“**Wire**”). The School is only eligible for ACH funding if approved by the Manager. The School must utilize the Wire Funding Method if the School is not approved for the ACH Funding Method. “ACH” means the network used for electronic payments and money transfers, Automated Clearing House.
- (b) Manager will submit payroll information to the School. The School shall submit the designated payroll amount two (2) Business Days prior to Manager’s scheduled payroll payment date. “**Business Day**” means any day of the year other than (a) a Saturday, Sunday or (b) day on which banking institutions in any jurisdiction of the banking institution of the School are closed; or (c) a statutory or civic holiday in the United States. Manager will initiate electronic payment not later than 2:30 p.m. Eastern Time, to be settled not later than 4:30 p.m. Eastern Time on the date payment is due. School’s failure to timely fund payroll may result in the requirement to utilize an alternative Funding Method, and delayed processing of banking, and other transaction or additional fees may be imposed, including, without limitation, by the applicable financial institutions. The School shall indemnify, defend and hold Manager harmless from and against claims, losses or any other liabilities arising from or relating to School’s late submission of transactions.

4.6 Interest Rate and Fee Carryovers.

- (a) Unless otherwise agreed by the Parties, unpaid Service Fees will accrue interest at the one-month secured overnight financing rate, 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.

4.7 Fee Structure Option. On or before June 30, 2023, School and Manager may agree to change from this fee-based model payment arrangement to a sweep model payment arrangement.

**ARTICLE V.
SUPPLEMENTAL PROGRAMS**

In addition to the Educational Services, Administrative Services and Technology Services provided by Manager to the School, the Parties may agree that Manager will provide additional services, terms of which shall be determined on a case-by-case basis, 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. If either Party proposes a Supplement Program, the Parties shall consider the same in good faith and, if the same be agreeable to both Parties, work cooperatively with each other to facilitate the Supplement Program’s development and implementation.

**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, the Administrative Services, Technology Services, the Supplemental Programs (if any) and all other services provided under this Agreement. Notwithstanding the foregoing, the Board may participate in interviewing the final two HOS candidates Manager identifies and provide advisory input regarding each of them.
- (b) Except as specified in this Agreement or as required by the Charter Contract, the HOS, teachers and support staff selected 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 or its Affiliates 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 the HOS 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 on behalf of 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 WVBE. 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 material actions and decisions relating to teaching staff 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. Support staff may work on behalf of 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. The 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 Conversion Fee. During the Term and six (6) months thereafter, if the Board employs or uses the services of any current or former consultant or employee of Manager or its Affiliate as an employee, contractor or otherwise, directly or indirectly, the Board shall pay to Manager an amount equal to (a) thirty-three percent (33%) of the person's compensation during their first year with the Board if the person is or was an administrator for Manager or its Affiliate, and (b) five thousand dollars (\$5,000) if the person is or was a teacher for Manager or its Affiliate.

ARTICLE VII. TERMINATION OF AGREEMENT

- 7.1 Notice and Timing. Any notice of termination shall take effect at the end of the last day of the then-current school year unless otherwise specified herein or agreed to by the Parties. Notice of termination must be made in writing and delivered to the addresses set forth herein no later than January 15 of the then-current school year and shall list the reason(s) for termination. Early termination will not relieve the School of any obligations to pay fees and costs, whether accrued, pending or outstanding, to Manager.
- 7.2 Termination by Both Parties. The Parties may agree in writing to terminate the Agreement.
- 7.3 Termination by Either Party. Either Party may terminate on the following grounds:
- (a) Effective upon failure to timely cure, if the other Party materially breaches this Agreement and fails to cure the breach within thirty (30) days following written notification of the

breach. Failure to pay Manager for services as set forth in Article IV shall be considered a material breach, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity. If objectively ascertainable reasonable efforts have been made to effect a cure and the breach at issue does not objectively lend itself to cure within the thirty (30) day period, then additional time as necessary to complete the cure shall be permitted, but in no event more than sixty (60) days following written notification of breach.

- (b) 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, a Party, upon written notice to the other Party, may request renegotiation of this Agreement. Notice may be given any time following enactment of the change whether or not the change is effective on the date of enactment or thereafter. The Parties shall renegotiate in good faith. If the Parties are unable to agree on revised terms within thirty (30) days after notice of renegotiation is given, termination of this Agreement will be effective at the end of the school year in which notice was given unless earlier termination is necessary to protect the health, welfare or safety of students.

7.4 Termination By Manager. Manager may termination on the following grounds:

- (a) If there is any adverse and material change in local, State or federal funding for the School's students.
- (b) Effective immediately if the Board adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Manager to materially increase 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.
- (c) If (i) based on reason other than action or lack thereof by the Board, the School or Manager undergoes or is required to undergo an adverse change that makes the School or Manager financially unviable.

7.5 Automatic Termination. This Agreement shall automatically terminate if the West Virginia Charter School Board does not sign a Charter contract on or before June 30, 2022.

7.6 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 School and the lender thereunder. 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.

7.7 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 Board 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 place agreed upon by the Parties for the pick up of such materials. 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 AMP, 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.
- 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, non-exclusive, non-assignable, revocable license to access and 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 from and against any and all third party claims, demands, suits, actions, fines, penalties, liabilities, losses, damages, or other forms of liability (any of which are a "**Claim**") (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 any applicable local, State or federal law, rule, or regulation. 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. 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 or its employees; noncompliance by any of them with any agreements, covenants, or undertakings of Manager contained in or made pursuant to this Agreement, any misrepresentation of the Manager contained in or made pursuant to this Agreement; any action or omission by the Manager or its employee that results in injury, death or loss to person or property; and any violation by them of State or federal law. 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 person or entity 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 the 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, 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 OR ITS AFFILIATES, 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 Manager will help the School obtain, and 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 workerlike manner in accordance with commercially reasonable industry standards, applicable law, the Charter Contract, and applicable Board policies made known to Manager in writing and relating to the School. 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-ACCESSIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, EXCEPT TO THE EXTENT SUCH NON-ACCESSIBILITY IS THE RESULT OF THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF MANAGER OR ANY OF ITS AFFILIATES.
- 11.2 Representations, Warranties, and Covenants of the School. The School hereby represents, warrants, and covenants 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 in this Agreement; and (iii) vests the School with all powers necessary and desirable for carrying out the Educational 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 Budget to pay for such expenditures.
 - (d) The School is not in breach of and has not defaulted under the terms of the Charter Contract, and there does not exist any state of fact which, with notice or lapse of time or both, would constitute an event of breach or default on the part of the School under the Charter Contract.
 - (e) 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, student information 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 the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. If 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, price lists, 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, pandemic, 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, except to the extent that School is unable to receive funding as a result of any of the events described in this Section 13.2. 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's principal office address 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 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:

Virtual Preparatory Academy of West Virginia, Inc.
Attn: Board President
72 W. Blakeley Drive
Charles Town, WV 25414
Facsimile:

With a copy to:

Michael S. Garrison
Spilman Thomas & Battle PLLC
48 Donley Street, Suite 800
Morgantown, WV 26501
Facsimile: 304.291.7979

To:

Accel Schools 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 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 five (5) years 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 six (6) 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 “Consideration” Sections of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The Parties acknowledge 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, its Affiliates and their 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 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; or
 - (ii) the relevant dispute is not resolved within the 10-day period provided in this Section 13.12(b).
- (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 (Judicial Arbitration and Mediation Services, Inc. <https://www.jamsadr.com>) before a single arbitrator within the State of West Virginia. 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 arbitrator may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses prohibited 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 arbitrator shall be shared equally by the Parties.
- 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); Conversion Fee; 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.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

Accel Online East LLC

Virtual Preparatory Academy of West Virginia, Inc.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Virtual Prep of West Virginia FY2023 Accel Fee Schedule

Description	Fee	Description
Curriculum & Materials, AMP System, and Instructional Support Services	\$1,300 per student per year; Upfront fee of \$260 upon enrollment start date and \$104 billed monthly while student is enrolled, over a maximum of 10 months per year	Fee includes: Curriculum including Core, Elective, Career/Technical, and Advanced Placement (AP) Courses; Balanced assessment system; AMP System including SIS, LMS, in course email and schoolwide communication system; Web Conference technology integrated into AMP; Any online and physical textbooks/materials, with the exception of those for AP courses; Teacher Professional Development
Student Technology Assistance Services	\$150 per student per year; Upfront fee of \$50 upon enrollment start date and \$10 billed monthly while student is enrolled, over a maximum of 10 months per year	Telephone, Live Chat, Web Form, Email access to Support Agents; Monitor help desk queues during support hours of 8:00 am – 8:00 pm EST/EDT; Multilingual English/Spanish support options; Support tickets will be addressed within the parameters of the SLA for that priority; Major incident management will assure effective communications of issue status and resolution; Coordination with secondary support teams (e.g. network operations, systems engineering) as required; Scheduled recurring onboarding webinars for new students to assist with school start; Management of self-help AMP support and resources website with access to online help documents and videos for parents/guardians/students
Enrollment Processing	\$100 per student; One time fee for continuous enrollment of a student, billed only for new students	Fee includes: Assisting parents/guardians of new students with the school enrollment process, including following up with lead inquiries to describe the school program offering and help families determine if the school is a good fit for their student; Collecting required compliancy documents for enrolling students;
Community Outreach, School Website	\$300 per student per year: Billed monthly at \$30 per month while student is enrolled, over a maximum of 10 months per year	Fee includes: Development of marketing plan and implementation to meet desired enrollment targets; Management of school public website development and maintenance; School branding across both digital and print assets; Conducting school satisfaction surveys with enrolled families to share with local school teams; Management of school social media pages, including providing real-time support and responses to parent inquiries; Assist in promoting school events; Support collateral, design, and copy needs for school
Student Computers	\$425 per device; Billed when device is received by student	Fee includes: Logistics, purchasing, warehousing, and fulfillment service for student device distribution; Set-up, configuration, and device provisioning; Shipment, maintenance, repair, reclamation and refurbishment for the life of the device; Software and virus protection for device, as needed
School Operations Support Services	12% of Total Revenue, billed monthly based on revenue received	Fee includes: Human Resource Generalist Support, School Leadership Support and Development, Accreditation Support; Academic Programming Guidance and Support; External Reporting Support, State Testing Support, Staff Technology Support, Special Education Support, Gifted Program Support, Homeless and Migrant Services Support, School Counseling and Family Support Programming Guidance, Accessibility Support, ELL Support, Additional recruiting fees if needed
School Business Support Services	2% of Total Revenue, billed monthly based on revenue received	Fee includes: School Budgeting & Planning, Pupil Accounting, Federal Programs & Compliance Support, Student ISP Stipend Administration, Procurement, Audit Support (as needed), Insurance/Risk Management Support, Facility Support, Records Security and Management

LINE OF CREDIT LOAN AGREEMENT

This Line of Credit Loan Agreement (the "Loan Agreement") effective as of _____ (the "Effective Date") is entered into by and between Virtual Preparatory Academy of West Virginia, Inc., a West Virginia nonprofit corporation with an address at _____ ("Borrower") and Accel Schools LLC, a Delaware limited liability company with its principal place of business located at 1650 Tysons Boulevard, Suite 600, McLean, VA 22102 ("Lender").

RECITALS

Borrower desires to obtain from Lender a line of credit ("Loan") and Lender is willing to make the Loan, but only on the terms and conditions hereinafter set forth.

NOW, THEREFORE in consideration of the premises and the mutual promises herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. LOAN.

1.1 LINE OF CREDIT. (a) Subject to the terms and conditions contained herein and in the Note (defined hereinafter) (collectively, the "Loan Documents"), Lender will establish for Borrower the Loan as a line of credit against which Lender will make advances ("Advances") from time to time solely for the Loan Purpose, as set forth on attached Exhibit A. Subject to the terms and conditions hereof, Advances of the Loan will be made in amounts no less than the Minimum Advance Amount. Borrower may obtain Advances, repay Advances and obtain additional Advances subject to the terms and conditions in this Loan Agreement; however, all of the Advances hereunder shall be viewed as a single loan. At no time shall the unpaid principal balance of the Loan exceed the Maximum Loan Amount and all Advances of the Loan shall be made on or before the Draw Period End Date.

(b) Borrower and Lender agree that no Advances will be made for the following type of expenses: (i) payments to Board members; (ii) legal fees greater than \$7,500 per year; (iii) consulting fees not authorized by Lender; and (iv) any amount that is greater than either (A) \$1,000 for a single purchase or (B) \$5,000 in the aggregate for all similar purchases under \$1,000, unless in either event authorized by Lender. In addition, while any Loan amount is outstanding Borrower may not incur expenditures outside of the Budget (as defined in the Management Agreement between Borrower and Lender or its affiliate (as amended from time to time, the "Management Agreement") that are greater than \$10,000 individually or in the aggregate unless Lender pre-approves the expenditure in writing

1.2 NOTE. The Loan shall be evidenced by a promissory note ("Note") of even date herewith in a form substantially as set forth in attached Exhibit B in the Maximum Loan Amount, payable in accordance with the terms thereof. Interest on the principal amount outstanding from time to time shall be charged as provided in the Note and should such rate of interest as calculated thereunder exceed that allowed by law, the applicable rate of interest will be the maximum rate of interest allowed by applicable law.

1.3 REPAYMENT/AMORTIZATION SCHEDULE. (a) Borrower agrees that it shall make payments toward repayment of the Advances on a first priority basis. Advances shall be due and payable on the 15th day of each month that such funds are received and attributable to a prior month. However, Lender and Borrower contemplate and understand that Borrower may not receive funds from which to pay the Loan until after the initial payment is due.

(b) The Maximum Loan Amount outstanding under this Loan Agreement is set forth in attached Exhibit A.

(c) Lender and Borrower agree that Lender may from time to time attach the Amortization Schedule to the Note and send a copy to the Borrower. Borrower hereby agrees to then make principal and interest payments to Lender in accordance with the Amortization Schedule, as so updated from time to time.

(d) Lender and Borrower contemplate the Note and all Advances shall be paid in full by June 30, 2023. However, in the event Borrower is unable to repay all Advances with interest thereon by June 30, 2023, then Lender will agree to extend repayment of the outstanding amounts for one additional year (the "Additional Year") in accordance with an updated Amortization Schedule prepared by Lender and provided to Borrower on the date of such extension. Any amounts outstanding during the Additional Year shall bear interest at a rate equal to 1.0% per month. All amounts are due and payable in full at the end of the Additional Year.

1.4 PREPAYMENTS. If for any reason the aggregate principal amount of the Loan outstanding at any time shall exceed the Maximum Loan Amount, Borrower, without notice or demand, shall immediately make a principal payment to Lender in an amount equal to such excess plus accrued and unpaid interest hereon. Borrower may from time to time prepay all or part of the outstanding principal balance of the Loan without penalty.

1.5 ADDITIONAL TERMS. Many capitalized terms used in this Loan Agreement shall have the meaning set forth in attached Exhibit A. The Note and Loan shall be subject to the terms and conditions set forth on such attached Exhibit A.

2. ADVANCES

2.1 CONDITIONS PRECEDENT TO ADVANCES. Lender shall have no obligation to make any Advance until the conditions set forth in the following subparagraphs and elsewhere herein have been satisfied, as determined by Lender in its sole and absolute discretion, at the expense of Borrower:

(a) Borrower shall have received approval of its Board to enter into this Loan Agreement and the Note. Such approval shall be evidenced by Board's signature to this Loan Agreement.

(b) Borrower shall have delivered to Lender, in form and substance satisfactory to Lender, a written request for an Advance with details about how the money would be spent;

(c) Borrower shall have delivered to Lender, in form and substance satisfactory to Lender, this Loan Agreement, the Note, and such other documents, as Lender may reasonably request;

(d) Borrower shall have delivered to Lender, in form and substance satisfactory to Lender, certified copies of resolutions of Borrower's board of directors authorizing Borrower to execute, deliver, honor and perform the Loan Documents and certifying the names and signatures of the officers or partners, as the case may be, of Borrower authorized to sign the Loan Documents;

(e) No material adverse change shall have occurred in the business or financial condition of Borrower since the date of the latest financial statements given to Lender by or on behalf of Borrower;

(f) Each of the warranties and representations made by Borrower in the Loan Documents shall be true and correct as of the date of each Advance; and

(g) Borrower shall have kept and performed the various covenants, obligations and agreements on its part to be kept and performed under the Loan Documents and no Event of Default, or act or event which with the giving of notice or the passage of time, or both, would constitute an Event of Default hereunder or under any of the other Loan Documents, shall have occurred and be continuing.

2.2 REQUEST FOR ADVANCES. Advances may be made by Lender at the written request of the persons set forth on attached Exhibit A, either one acting alone, who are authorized to request Advances and direct disposition of any such Advances until written notice of the revocation of such authority is received from Borrower by Lender. Each request by Borrower for an Advance shall (a) include details about how the money would be spent, and (b) constitute a reaffirmation, as of the date of such request, of all of the representations and warranties of Borrower contained in this Loan Agreement and in the other Loan Documents.

2.3 FEES. Any fees payable in connection with this Loan Agreement shall be set forth on attached Exhibit A.

2.4 NO WAIVER. No Advance shall constitute a waiver of any of the conditions to any further Advances nor, in the event Borrower is unable to satisfy any such condition, shall any such Advance have the effect of precluding Lender from thereafter declaring such inability to be an Event of Default (as hereinafter defined).

3. REPRESENTATIONS AND WARRANTIES. Borrower makes the following representations and warranties to Lender, which representations and warranties shall survive the execution of this Loan Agreement:

(a) Legal Status. Borrower has been duly organized and is validly existing under the laws of its state of incorporation or formation, as the case may be, and is qualified to transact business, and has made all filings and is in good standing, in every state and jurisdiction in which the nature of its business requires such qualifications;

(b) No Violation. The making and performance of Borrower of the Loan Documents does not violate any provision of law, nor any provision of Borrower's incorporation or formation documents, or result in a breach of, or constitute a default under, any agreement, indenture or other instrument to which Borrower is a party or by which Borrower may be bound;

(c) Authorization. This Loan Agreement and the other Loan Documents have been duly authorized, executed and delivered, and are legal, valid and binding agreements of Borrower and its Board enforceable against Borrower in accordance with their terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws effecting creditors' rights generally and by general principles of equity;

(d) Financial Statements. All financial statements and reports that have heretofore been presented to Lender in conjunction with the transaction which is the subject of this Loan Agreement, have been prepared in conformity with generally accepted accounting principles consistently applied, fairly and accurately present the financial condition and income of the subject thereof, as of the date given, and neither contain any untrue statement of a material fact nor fail to state a material fact required in order to make such financial statements not misleading. Since the date of such financial statements, there has been no adverse material change in the financial condition or operations of the subject thereof.

(e) Consent and Licenses. No consent, approval or authorization of, or registration or filing with, any governmental body or authority, or any other person, firm or entity not a party hereto, is or will be required as a condition to the valid execution, delivery, performance or enforceability of the Loan Documents, or the transactions contemplated hereby or thereby, or to the conduct of Borrower's business;

(f) Litigation. There is no litigation either pending or, to the best of its knowledge, threatened against Borrower before any court or administrative agency, or before any arbitrator, which may have a material adverse effect on the assets, business, financial conditions or operations of Borrower, or which would prevent or hinder the performance of Borrower's obligations under the Loan Documents and, furthermore, Borrower has not violated any law and, to the best of its knowledge, is not the subject of any

investigation by a governmental agency that could result in an indictment or a forfeiture or seizure of any of its assets;

(g) Margin Securities. Borrower will not directly or indirectly invest all or any part of the proceeds of the Loan in any security subject to the margin requirements of Regulations G, T, U, or X of the Board of Governors of the Federal Reserve System or use all or any part of proceeds of the Loan to reduce or retire any indebtedness which was originally incurred to purchase any margin securities or for any other purpose which would violate any of the margin regulations of the Board of Governors of the Federal Reserve System; and

(h) Investment Company Act. Borrower is not, and is not directly or indirectly controlled by, or acting on behalf of, any person which is, an 'Investment Company' within the meaning of the Investment Company Act of 1940, as amended.

4. COVENANTS OF BORROWER. Until the payment in full of the Loan and until the fulfillment of all of its obligations hereunder and under the other Loan Documents, Borrower shall comply with the following covenants:

(a) Board Approval. The Board of the Borrower has approved this Loan Agreement and Advances to be made; provided that only the approval of only one of the persons identified in Section 2.2 of this Loan Agreement and Exhibit A to this Loan Agreement shall be required in connection with each individual Advance;

(b) Books and Records. Borrower shall at all times keep accurate and complete books, records and accounts of all of Borrower's business activities, prepared in accordance with generally accepted accounting principles consistently applied, and Borrower shall permit Lender, or any persons designated by Lender, at any reasonable time, to inspect, audit and examine such books, records and accounts and to make copies or extracts thereof, provided that Lender shall not seek to exercise its inspection right pursuant to this Section 4(b) more than once during any fiscal year (which, for purposes of this Loan Agreement, shall refer to the twelve (12) month period ending June 30), unless Borrower shall be in default under this Loan Agreement or any other Loan Document, in which case Lender may exercise such inspection right at any reasonable time;

(c) Statements and Reports. Borrower shall furnish to Lender within twenty (20) business days after the end of each fiscal year of Borrower, financial statements of Borrower, which shall include a balance sheet, an income statement showing the results of operations for such a fiscal year and a change in financial position statement for such fiscal year, together, in each case, with the comparable figures for the immediately preceding fiscal year, all in reasonable detail and prepared in accordance with generally accepted accounting principles, consistently applied, which statements shall be certified by the preparer;

(d) Notices. Borrower shall promptly notify Lender in writing of the occurrence of any Event of Default under any of the Loan Documents or any act or event which, with the giving of notice or the passage of time, or both, would be such an Event of Default and of any legal action, proceeding or investigation threatened or instituted against Borrower that might have a material adverse effect upon the operations, financial condition or business of Borrower or Borrower's ability to repay the Loan, and from time to time, at Lender's request, Borrower will furnish to Lender a summary of the status of all such actions, proceedings or investigation;

(e) Maintain Business. Borrower shall maintain in full force and effect all licenses, permits, authorizations, and other rights necessary or desirable to the profitable conduct of its business, shall continue in, and limit its operations to, the same general lines of business as are presently conducted and shall comply with all applicable laws, orders, regulations and ordinances of all governmental authorities, and shall maintain its corporate existence;

(f) Mergers, Sale of Assets. Borrower will not, without Lender's prior written consent: (i) sell, lease, transfer or dispose of substantially all of its assets to another entity; or (ii) consolidate with or merge into another entity, permit any other entity to merge into it or consolidate with it, or permit any transfer of the ownership of, or power to control, Borrower;

(g) Leases. Borrower will not, without Lender's prior written consent, enter into any lease of real or personal property;

(h) Indebtedness. Borrower will not, without Lender's prior written consent, (i) incur, create, assume or permit to exist any obligation or indebtedness, except (A) existing indebtedness disclosed on financial statements previously delivered to Lender, (B) the Loan and (C) other indebtedness and trade obligations and normal accruals in the ordinary course of business not yet due and payable; (ii) become liable, directly, or indirectly, as guarantor or otherwise, for any obligation of any other person or entity, except existing obligations of such kind previously disclosed to Lender in writing; and

(i) Insurance. Borrower shall maintain and keep in force insurance of the types and amounts required in the Management Agreement, and Borrower shall deliver to Lender from time to time as Lender may request, schedules setting forth all insurance then in effect and copies of the policies.

5. EVENTS OF DEFAULT. The occurrence of one or more of the following events shall constitute an "Event of Default" under this Loan Agreement: (a) Borrower fails to observe or perform any of the covenants, conditions and agreements on the part of Borrower contained herein or in any of the other Loan Documents; (b) any representation or warranty made by Borrower to Lender contained herein or in any of the other Loan Documents proves to have been untrue in any material respect when made or becomes untrue in any material respect; (c) Borrower shall be in default in the payment or performance of any material obligation under any other agreement or instrument to which Borrower is a party or by which it is bound; (d) the Management Agreement is terminated; (e) Borrower shall be dissolved or liquidated; (f) Borrower shall make an assignment for the benefit of creditors or shall be unable to, or shall admit in writing its inability to pay its debts as they become due; (g) Borrower shall commence any case, proceeding, or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, or any such action shall be commenced against Borrower; and (h) Borrower shall suffer a receiver to be appointed for it or for any of its property or shall suffer a garnishment, attachment, levy or execution.

6. REMEDIES OF LENDER UPON DEFAULT.

6.1 REMEDIES. At any time after any Event of Default has occurred, Lender may, without presentment, demand, protest or further notice of any kind (all of which are hereby expressly waived) and, notwithstanding the provisions contained in any other document or instrument executed or to be executed by Borrower to Lender hereunder or contained in any other agreement, take any one or more of the following actions: (a) Declare the entire principal and any accrued interest on the Loan, together with all costs and expenses, to be immediately due and payable, and to enforce payment thereof by any means permitted by law or in equity; (b) Without accelerating payment, enforce the payment of sums of principal and interest then due (including any penalty interest or late payment charges); (c) Require Borrower to take or refrain from taking any action which may be necessary to cure such Event of Default and to obtain affirmative or negative injunctions or restraining orders with respect thereto; (d) Obtain the appointment of a receiver of the business and assets of Borrower; (e) File suit for any sums owing or for damages; and (f) Exercise any other remedy or right provided in law or in equity or permitted under this Loan Agreement or any of the other Loan Documents.

6.2 REMEDIES CUMULATIVE. Any and all remedies conferred upon Lender shall be deemed cumulative with, and nonexclusive of any other remedy conferred hereby or by law, and Lender in the exercise of any one remedy shall not be precluded from the exercise of any other.

7. ATTORNEYS' FEES AND EXPENSES. In addition to interest on principal as stated in the Note, Borrower shall pay all costs of closing the Loan and all expenses of Lender with respect thereto,

including, but not limited to, inspection fees and reasonable outside legal fees (including legal fees incurred by Lender subsequent to the closing of the Loan in connection with the disbursement and administration of the Loan). Said attorneys' fees and costs may, at Lender's option, be deducted from the disbursements of Loan proceeds hereunder. Borrower shall pay Lender's attorneys' fees and costs incurred in the collection of any indebtedness hereunder, or in enforcing this Loan Agreement, whether or not suit is brought, and any attorneys' fees and costs incurred by Lender in any proceeding under the Federal Bankruptcy Code in order to collect any indebtedness hereunder.

8. WAIVER. Any waiver of any of the terms of this Loan Agreement by Lender shall not be construed as a waiver of any other terms of this Loan Agreement, and no waiver shall be effective unless made in writing. The failure of Lender to exercise any right with respect to the declaration of any default shall not be deemed or construed to constitute a waiver by, or to preclude Lender from exercising any right with respect to such default at a later date or with respect to any subsequent default by Borrower.

9. NOTICES. Any notices required or permitted to be given pursuant to the Loan Documents shall be in writing and shall be given by nationally recognized overnight delivery service, personal delivery or by mailing the same by United States mail, postage prepaid, to the address first set forth above. Any such notice shall be deemed received for purposes of this Loan Agreement upon delivery if given by nationally recognized overnight delivery service, personal delivery or three (3) days after the mailing thereof if given by mail. If either party desires to change the address to which notices are to be sent it shall do so in writing and deliver the same to the other party in accordance with the notice provisions set forth above.

10. MISCELLANEOUS.

10.1 PARTIES. This Loan Agreement is made solely between Borrower and Lender, no other person shall have any right of action hereunder. The parties expressly agree that no person shall be a third-party beneficiary to this Loan Agreement.

10.2 INDEMNITY. Borrower agrees to and shall indemnify, hold harmless and defend Lender from and against any liability, claims or losses resulting from or arising out of (i) any default by Borrower under the terms of this Agreement or the Note, (ii) the breach of any representation or warranty set forth in this Agreement or the Note, or (iii) any other action or omission of Borrower. This provision shall survive repayment of the Loan and shall continue in full force and effect so long as the possibility of such liability, claims or losses exists. Notwithstanding the foregoing, Lender shall not be entitled to indemnification with respect to any liability, claim, or loss that is due to Lender's own gross negligence or willful misconduct or where such indemnification would be a violation of applicable law.

10.3 ENTIRE AGREEMENT. This Loan Agreement together with all other Loan Documents, constitutes the entire agreement of the parties hereto and thereto, and no prior agreement or understanding with respect to the Loan, whether written or oral and including, but not limited to, any loan commitment issued by Lender to Borrower, shall be of any further force or effect, all such other prior agreements and commitments having been superseded in their entirety by the Loan Documents.

10.4 ASSIGNMENT. This Loan Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective executors, administrators, heirs, successors and assigns; provided, however, that neither this Loan Agreement nor any rights or obligations hereunder shall be assignable by Borrower without the prior express written consent of Lender, and any purported assignment made in contravention hereof shall be void. Lender may assign any part or all of the Loan and its rights and obligations hereunder at any time in its sole discretion.

10.5 GOVERNING LAW. This Loan Agreement and each of the Loan Documents shall be construed in accordance with and governed by the internal law, and not the law of conflicts, of the State of Delaware.¹

10.6 TIME. Time is of the essence hereof.

10.7 SURVIVAL. The representations and warranties hereunder shall survive the closing of the Loan and Lender may enforce such representations and warranties at any time, subject to applicable statutes of limitation. Borrower's covenants shall survive the closing of the Loan and shall be performed fully and faithfully by Borrower at all times, subject to applicable statutes of limitation. The indemnities of Borrower shall survive repayment of the Loan.

10.8 SEVERABILITY. If any term or provision of this Loan Agreement, of any other Loan Document, or the application thereof to any circumstance, shall be invalid, illegal or unenforceable to any extent, such term or provision shall not invalidate or render unenforceable any other term or provision of this Loan Agreement or any other Loan Document, or the application of such term or provision to any other circumstance. To the extent permitted by law, the parties hereto hereby waive any provision of law that renders any term or provision hereof invalid or unenforceable in any respect.

IN WITNESS WHEREOF, the parties hereto have executed this Loan Agreement on the Effective Date.

BORROWER

LENDER

Name: _____

Name: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

¹ **Note to Borrower:** We use Delaware law given the extent of existing case law in regard to debt-related matters. Given the local nature of education law, we agree that West Virginia law should govern under the Management Agreement; the same logic doesn't, however, apply here.

Exhibit A

Loan Terms

- A. MAXIMUM LOAN AMOUNT: [\$_____], provided that such amount shall be increased or decreased, as applicable, to an amount equal to the average monthly revenue of the Borrower
- B. DRAW PERIOD END DATE: June 30, 2023, or as otherwise agreed in writing by the parties
- C. MINIMUM ADVANCE AMOUNT \$1,000
- D. INTEREST RATE: 0.50% per month
- E. INTEREST PAYMENT DATES See Amortization Schedule to be attached to Note from time to time
- F. PRINCIPAL PAYMENT DATES See Amortization Schedule to be attached to Note from time to time
- G. PRINCIPAL PAYMENT AMOUNTS Advances shall be due and payable on the 15th day of each month that such funds are received and attributable to a prior month.
- H. MATURITY DATE: June 30, 2023, but subject to the terms of the Loan Agreement
- I. LOAN PURPOSE (CHECK APPLICABLE) Start-up funding
- J. AUTHORIZED PERSONS TO REQUEST ADVANCES (BOARD MEMBERS):

Name

Title

_____(Primary)

_____(Alternative)

Exhibit B

Line of Credit Promissory Note

Date: _____, 2021

FOR VALUE RECEIVED, Virtual Preparatory Academy of West Virginia, Inc., a West Virginia non-profit corporation and public charter school with an address at _____ ("Borrower") promises to pay to the order of Accel Schools LLC, a Delaware limited liability company with its principal place of business located at 1650 Tysons Boulevard, Suite 600, McLean, VA 22102 ("Lender"), the aggregate unpaid principal amount of all advances made by Lender to Borrower; provided, however, that Lender has no obligation to lend Borrower any amounts hereunder and the decision to lend such money lies in the sole and complete discretion of the Lender.

INTEREST & PRINCIPAL: The unpaid principal of this line of credit shall bear simple interest at the rate per annum equal to 6% per year (subject to increase as provided for in the Loan Agreement). Interest shall be calculated based on the principal balance as may be adjusted from time to time to reflect additional advances made hereunder. Interest on the unpaid balance of this Note shall accrue monthly but shall be due and payable in accordance with the Amortization Schedule as attached to this Note from time to time in accordance with the terms of the Loan Agreement. The principal balance of this Note shall also be due and payable as set forth on such Amortization Schedule. There shall be no penalty for early repayment of all or any part of the principal.

DEFAULT: The Borrower shall be in default of this Note on the occurrence of any of the following events: (a) Borrower fails to observe or perform any of the covenants, conditions and agreements on the part of Borrower contained herein or in any of the other Loan Documents; (b) any representation or warranty made by Borrower to Lender contained herein or in any of the other Loan Documents proves to have been untrue in any material respect when made or becomes untrue in any material respect during the Term; (c) Borrower shall be in default in the payment or performance of any material obligation under any other agreement or instrument to which Borrower is a party or by which it is bound; (d) the Management Agreement is terminated; (e) Borrower shall be dissolved or liquidated; (f) Borrower shall make an assignment for the benefit of creditors or shall be unable to, or shall admit in writing its inability to pay its debts as they become due; (g) Borrower shall commence any case, proceeding, or other action under any existing or future law of any jurisdiction relating to bankruptcy, insolvency, reorganization or relief of debtors, or any such action shall be commenced against Borrower; and (h) Borrower shall suffer a receiver to be appointed for it or for any of its property or shall suffer a garnishment, attachment, levy or execution.

REMEDIES: Upon default of this Note, Lender may declare the entire amount due and owing hereunder to be immediately due and payable and pursue any remedies set forth in the Loan Agreement, which are by this reference incorporated in this Note as if fully set forth herein. Lender may also use all remedies in law and in equity to enforce and collect the amount owed under this Note.

Borrower hereby waives demand, presentment, notice of dishonor, diligence in collecting, grace and notice of protest.

All capitalized terms contained herein shall have the meanings attributed to them in the Loan Agreement unless specifically otherwise defined herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the Borrower hereto has executed this Note on the Effective Date.

BORROWER

Name: _____

Print Name: _____

Title: _____

Amortization Schedule

[To be completed and attached to Note concurrent with each Advance]

School:

Max Loan Amount See Exhibit A to the Loan Agreement

Term 1 year*

Rate 0.5% per month*

	DRAW	BEG BAL	PAYMENT	INTEREST	PRINCIPAL	END BALANCE
July – 22						
August – 22						
September – 22						
October – 22						
November – 22						
December - 22						
January – 23						
February – 23						
March – 23						
April – 23						
May – 23						
June – 23						

*Subject to extension and associated interest rate increase as provided in Section 1.3(d) of the Loan Agreement.

Task	Responsibility	November 2021	December 2021	January 2022	February 2022	March 2022	April 2022	May 2022	June 2022	July 2022	August 2022	September 2022
Secure in-state consultant	Finance Team											
Set up school bank account	Board Treasurer & Finance Team											
Hire audit firm	Board Treasurer											
Pursue grant opportunities if available	Grants Management Team											
Finalize Year 1 budget/cash flow	Board & Finance Team											
Curriculum & Instruction												
Final Alignments Complete	Curriculum & Instruction Team											
Load VPA or vv school into AMP	Curriculum & Systems Team											
Review & Amend School Handbook	School Operations Team											
Computer devices for staff/students shipped	IT Team											
Finalize assessment schedule	Head of School											
Facilities												
Finalize school administrative office	Accel Facilities Team/School Board											
Renovation, if necessary	Accel Facilities Team/School Board											
Order furniture, office equipment, utilities	Head of School with Facilities Team											
Move into school office	School Staff											
Final Launch Items												
School Launch!	All											
Ribbon Cutting Ceremony	All											

VPA of West Virginia - Appendix G - Five Year Budget

Virtual Prep Academy of West Virginia
 FY23 - FY27
 Budget Line Item Detail

		Start-up	FY2023	FY2024	FY2025	FY2026	FY2027
Funding - Enrollment Revenue							
Total Enrollment			600	1000	1400	1600	2000
FTE	FTE (Gen. ED)		558.6	923.2	1,296.3	1,481.8	1,846.4
	FTE (SPED)		61.1	122.2	183.3	244.4	305.5
State	State Aid		\$5,131,350	\$8,637,773	\$12,213,810	\$14,098,227	\$17,799,011
	Other - State Special Disbursements		\$0	\$0	\$0	\$0	\$0
Total State			\$5,131,350	\$8,637,773	\$12,213,810	\$14,098,227	\$17,799,011
Accel School Funding		\$59,204	\$495,490	\$0	\$0	\$0	\$0
Total Local			\$0	\$0	\$0	\$0	\$0
Total Revenue/Funding		\$0	\$5,131,350	\$8,637,773	\$12,213,810	\$14,098,227	\$17,799,011
Instructional Employee Related Cost							
Regular Instructional Staff	General Education Teachers Salaries	\$0	\$953,333	\$1,690,822	\$2,370,991	\$2,766,010	\$3,557,879
	General Education Teachers Benefits	\$0	\$306,592	\$543,768	\$762,511	\$889,549	\$1,144,214
Special Ed/ELL Instructional Staff	ELL Teachers Salaries	\$0	\$16,500	\$27,995	\$39,835	\$46,530	\$58,926
	Special Education Teachers Salaries	\$0	\$348,000	\$590,440	\$840,153	\$981,358	\$1,242,799
	ELL & Special Education Teachers Benefits	\$0	\$117,223	\$198,889	\$283,004	\$330,569	\$418,635
Support Staff	Success Coaches/Counselor Salaries	\$0	\$126,000	\$315,780	\$433,253	\$506,251	\$677,439
	Support Staff Benefits	\$0	\$40,522	\$101,555	\$139,334	\$162,810	\$217,864
Total - Instructional Employee Related Costs		\$0	\$1,908,170	\$3,469,249	\$4,869,082	\$5,683,076	\$7,317,755
Instructional Program Costs							
General Ed Instructional Program	Parent & Student Activities Program Exp	\$0	\$24,000	\$41,218	\$59,463	\$70,027	\$90,200
	Student Testing and Assessment	\$0	\$90,000	\$154,568	\$222,986	\$262,602	\$338,249
	Extracurricular Activities	\$0	\$30,000	\$51,523	\$74,329	\$87,534	\$112,750
	Tutors	\$0	\$0	\$0	\$0	\$0	\$500,000
	Student Internet Access Reimbursement	\$0	\$129,600	\$222,578	\$321,099	\$378,147	\$487,079
	Curriculum & Materials, AMP System, and Instructional Support Services	\$0	\$780,000	\$1,300,000	\$1,820,000	\$2,080,000	\$2,600,000
	Student Technology Assistance Services	\$0	\$90,000	\$150,000	\$210,000	\$240,000	\$300,000
	Student Academic/Career Activities Program	\$0	\$15,000	\$15,450	\$15,914	\$16,391	\$16,883
	Student Computers & Software	\$0	\$293,250	\$246,500	\$364,650	\$335,750	\$466,225
	Staff Training /PD (Teachers)	\$0	\$19,223	\$35,038	\$49,260	\$58,238	\$76,675
	General Instructional Program	\$0	\$1,471,073	\$2,216,875	\$3,137,700	\$3,528,688	\$4,988,060
Special Ed Instructional Program	State Testing (Travel & Administration)	\$0	\$25,000	\$25,761	\$26,546	\$27,354	\$28,187
	IEP Management Software	\$0	\$2,500	\$2,563	\$2,627	\$2,692	\$2,760
	Alternative Curriculum	\$0	\$3,726	\$6,399	\$9,232	\$10,872	\$14,004
	Assistive Technology	\$0	\$31,050	\$53,326	\$76,930	\$90,598	\$116,696
	Special Education Direct Delivery Services	\$0	\$54,000	\$92,741	\$133,791	\$157,561	\$202,949
Special Ed Instructional Program	\$0	\$116,276	\$180,790	\$249,126	\$289,077	\$364,596	
Pupil Health	Contracted Pupil Health Support	\$0	\$2,880	\$3,462	\$5,734	\$6,828	\$7,577
Pupil Health		\$0	\$2,880	\$3,462	\$5,734	\$6,828	\$7,577
Total - Instructional Program Costs		\$0	\$1,590,229	\$2,401,127	\$3,392,560	\$3,824,593	\$5,360,232

VPA of West Virginia - Appendix G Five Year Budget

Virtual Prep Academy of West Virginia
 FY23 - FY27
 Budget Line Item Detail

		Start-up	FY2023	FY2024	FY2025	FY2026	FY2027
Administrative Employee Related Costs							
Special Ed Admin Staff	Manager of Special Education	\$0	\$80,000	\$82,400	\$84,872	\$87,418	\$90,041
	SPED Coordinator	\$0	\$65,000	\$66,950	\$68,959	\$71,027	\$73,158
	Special Education Registrar	\$0	\$0	\$45,000	\$46,350	\$47,741	\$49,173
	SPED Staff Administration Benefits	\$0	\$46,632	\$62,503	\$64,378	\$66,309	\$68,299
Administration Staff	Head of School	\$9,167	\$110,000	\$113,300	\$116,699	\$120,200	\$123,806
	Principal(s)	\$0	\$88,000	\$90,640	\$93,359	\$184,160	\$189,685
	Registrar	\$0	\$45,000	\$46,350	\$47,741	\$49,173	\$50,648
	Administrative Assistants	\$0	\$40,000	\$41,200	\$42,436	\$43,709	\$45,020
	Operations Manager	\$0	\$65,000	\$66,950	\$68,959	\$71,027	\$73,158
	Attendance/Testing Officer	\$0	\$52,000	\$53,560	\$55,167	\$56,822	\$58,526
	Administration Staff Benefits	\$2,948	\$149,544	\$154,030	\$158,651	\$191,712	\$197,463
Full School Staff	Bonus Allocation	\$0	\$59,674	\$95,833	\$127,195	\$148,251	\$184,889
	Stipends	\$0	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765
Total -Administrative Employee Related Costs		\$12,115	\$830,850	\$949,616	\$1,006,592	\$1,170,331	\$1,237,630
Business Services & Operations Cost							
School Operations Costs	Staff Recruiting	\$21,089	\$8,783	\$5,562	\$4,684	\$2,732	\$5,663
	Legal Services	\$20,000	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628
	Insurance - D&O and Liability	\$1,000	\$36,000	\$37,096	\$38,226	\$39,390	\$40,590
	Office Supplies	\$0	\$5,000	\$5,152	\$5,309	\$5,471	\$5,637
	Office Postage	\$0	\$1,000	\$1,030	\$1,062	\$1,094	\$1,127
	Copiers / Reproduction	\$0	\$4,000	\$4,122	\$4,247	\$4,377	\$4,510
	Association Dues	\$0	\$2,000	\$2,061	\$2,124	\$2,188	\$2,255
	Travel and Conferences (Admin Staff)	\$5,000	\$5,000	\$5,152	\$5,309	\$6,018	\$6,201
	Board Related Expenses	\$0	\$10,000	\$10,305	\$10,618	\$10,942	\$11,275
	Community Outreach and School Website	\$0	\$180,000	\$300,000	\$420,000	\$480,000	\$600,000
	Enrollment Processing Fee	\$0	\$60,000	\$43,000	\$64,800	\$55,000	\$79,700
	School Operations Support Services	\$0	\$687,287	\$1,056,673	\$1,493,751	\$1,723,903	\$2,175,881
	School Business Support Services	\$0	\$114,548	\$176,112	\$248,958	\$287,317	\$362,647
	Charter Authorizer Fee	\$0	\$52,319	\$88,056	\$124,479	\$143,659	\$181,323
	Support Services - Administration		\$47,089	\$1,170,937	\$1,739,472	\$2,428,872	\$2,767,555
Miscellaneous	External Audit	\$0	\$15,000	\$15,457	\$15,928	\$16,413	\$16,912
	Payroll Processing Fees	\$0	\$42,760	\$70,109	\$94,675	\$110,613	\$141,064
	Banking Fees	\$0	\$1,000	\$1,030	\$1,062	\$1,094	\$1,127
Business		\$0	\$58,760	\$86,596	\$111,664	\$128,120	\$159,104
Total - Business Services & Operations Costs		\$47,089	\$1,229,697	\$1,826,068	\$2,540,536	\$2,895,675	\$3,641,541
Facilities Cost							
Facilities & Maintenance Services	Office Rent	\$0	\$21,000	\$21,630	\$22,279	\$22,947	\$23,636
	Office Utilities	\$0	\$6,000	\$6,183	\$6,371	\$6,565	\$6,765
	Maintenance and Repair	\$0	\$3,000	\$3,091	\$3,186	\$3,283	\$3,382
	High Speed Internet & Telephone	\$0	\$5,000	\$5,152	\$5,309	\$5,471	\$5,637
	In Person Covid-19 Health Measures	\$0	\$2,500	\$2,576	\$2,655	\$2,735	\$2,819
	Furniture, Fixtures and Equipment	\$0	\$5,000	\$2,576	\$2,655	\$2,735	\$2,819
Total - Facilities Costs		\$0	\$42,500	\$41,209	\$42,454	\$43,737	\$45,058
Debt Service / Other Expenditures	Interest	\$0	\$26,250	\$26,250	\$26,250	\$26,250	\$0
	Principal	\$0	\$0	\$0	\$0	\$554,694	\$0
	Debt Service / Other Expenditures		\$0	\$26,250	\$26,250	\$26,250	\$580,944

VPA of West Virginia - Appendix G Five Year Budget

Virtual Prep Academy of West Virginia
 FY23 - FY27
 Budget Line Item Detail

	Start-up	FY2023	FY2024	FY2025	FY2026	FY2027
Total Expenses	\$59,204	\$5,627,696	\$8,713,519	\$11,877,473	\$14,198,356	\$17,602,217
Surplus (Deficit)	\$0	\$34,692	\$25,141	\$501,489	\$96,475	\$456,966
Surplus (Deficit) %	0%	1%	1%	5%	5%	6%
Fund Balance	\$0	\$34,692	\$59,833	\$561,322	\$657,798	\$1,114,764
Fund Balance Reserve as % of Revenue	0%	1%	1%	5%	5%	6%

VPA of West Virginia - Appendix G - Five Year Contingency Budget

Virtual Prep of West Virginia
 FY23 - FY25
 Budget Line Item Detail- CONTINGENCY

		Start-up	FY2023	FY2024	FY2025	FY2026	FY2027	
Funding - Enrollment Revenue								
Total Enrollment			350	450	600	700	750	
FTE	FTE (Gen ED)		326.3	420.0	559.5	651.5	696.5	
	FTE (SPED)		61.1	122.2	183.3	244.4	305.5	
State	State Aid		\$3,142,125	\$4,080,274	\$5,494,769	\$6,474,669	\$7,006,517	
	Other - State Special Disbursements		\$0	\$0	\$0	\$0	\$0	
Total State			\$3,142,125	\$4,080,274	\$5,494,769	\$6,474,669	\$7,006,517	
Accel School Funding		\$47,694	\$266,852	\$0	\$0	\$0	\$0	
Total Local			\$0	\$0	\$0	\$0	\$0	
Total Revenue			\$3,142,125	\$4,080,274	\$5,494,769	\$6,474,669	\$7,006,517	
Instructional Employee Related Cost								
General Instructional Staff	General Education Teachers Salaries	\$0	\$577,500	\$750,658	\$1,011,511	\$1,188,523	\$1,285,290	
	General Education Teachers Benefits	\$0	\$185,724	\$241,412	\$325,302	\$382,229	\$413,349	
Special Ed/ELL Instructional Staff	ELL Teachers Salaries	\$0	\$9,625	\$12,664	\$17,169	\$20,434	\$22,422	
	Special Education Teachers Salaries	\$0	\$178,429	\$233,847	\$316,315	\$377,530	\$414,955	
	ELL & Special Education Teachers Benefits	\$0	\$60,478	\$79,278	\$107,248	\$127,985	\$140,660	
Support Staff	Success Coaches/Counselor Salaries	\$0	\$105,000	\$108,150	\$161,395	\$193,736	\$227,048	
	Support Staff Benefits	\$0	\$33,768	\$34,781	\$51,904	\$62,306	\$73,019	
Total - Instructional Employee Related Costs		\$0	\$1,150,524	\$1,460,789	\$1,990,844	\$2,352,743	\$2,576,744	
Instructional Program Costs								
General Instructional Program	Parent & Student Activities Program Exp	\$0	\$14,000	\$18,548	\$25,484	\$30,637	\$33,825	
	Student Testing and Assessment	\$0	\$52,500	\$69,556	\$95,565	\$114,888	\$126,843	
	Extracurricular Activities	\$0	\$17,500	\$23,185	\$31,855	\$38,296	\$42,281	
	Student Internet Acces Reimbursement	\$0	\$75,600	\$100,160	\$137,614	\$165,439	\$182,654	
	Curriculum & Materials, AMP System, and Instructional Support Services	\$0	\$455,000	\$585,000	\$780,000	\$910,000	\$975,000	
	Student Technology Assistance Services	\$0	\$52,500	\$67,500	\$90,000	\$105,000	\$112,500	
	Student Computers & Software	\$0	\$171,063	\$88,188	\$149,175	\$150,875	\$142,588	
	Staff Training /PD (Teachers)	\$0	\$11,783	\$15,355	\$20,726	\$24,587	\$26,589	
	General Instructional Program		\$0	\$849,945	\$967,491	\$1,330,420	\$1,539,722	\$1,642,280
	Special Ed Instructional Program	State Testing (Travel & Administration)	\$0	\$25,000	\$25,761	\$26,546	\$27,354	\$28,187
IEP Management Software		\$0	\$2,500	\$2,563	\$2,627	\$2,692	\$2,760	
Alternative Curriculum		\$0	\$1,910	\$2,521	\$3,456	\$4,167	\$4,609	
Assistive Technology		\$0	\$18,113	\$23,997	\$32,970	\$39,636	\$43,761	
Special Education Direct Services		\$0	\$31,500	\$41,733	\$57,339	\$68,933	\$76,106	
Special Ed Instructional Program		\$0	\$79,023	\$96,575	\$122,937	\$142,783	\$155,423	
Pupil Health	Contracted Pupil Health Support	\$0	\$1,500	\$1,855	\$2,676	\$3,545	\$4,330	
	Pupil Health	\$0	\$1,500	\$1,855	\$2,676	\$3,545	\$4,330	
Total - Instructional Program Costs		\$0	\$930,468	\$1,065,921	\$1,456,033	\$1,686,050	\$1,802,032	

VPA of West Virginia - Appendix G -Five Year Contingency Budget

Virtual Prep of West Virginia
 FY23 - FY25
 Budget Line Item Detail- CONTINGENCY

		Start-up	FY2023	FY2024	FY2025	FY2026	FY2027
Administrative Employee Related Costs							
Special Ed Admin Staff	Manager of Special Education	\$0	\$0	\$0	\$0	\$0	\$80,000
	SPED Coordinator	\$0	\$65,000	\$66,950	\$68,959	\$71,027	\$73,158
	Special Education Registrar	\$0	\$0	\$0	\$0	\$0	\$45,000
	SPED Admin Benefits	\$0	\$20,904	\$21,531	\$22,177	\$22,842	\$63,728
Administration Staff	Head of School	\$9,167	\$110,000	\$113,300	\$116,699	\$120,200	\$123,806
	Principal(s)	\$0	\$0	\$0	\$0	\$88,000	\$90,640
	Registrar	\$0	\$45,000	\$46,350	\$47,741	\$49,173	\$50,648
	Administrative Assistants	\$0	\$0	\$0	\$0	\$40,000	\$41,200
	Operations Manager	\$0	\$65,000	\$66,950	\$68,959	\$71,027	\$73,158
	Attendance/Testing Officer	\$0	\$0	\$0	\$52,000	\$53,560	\$55,167
	Administration Staff Benefits	\$2,948	\$91,656	\$94,406	\$113,961	\$158,545	\$163,301
Full School Staff	Bonus Allocation	\$0	\$35,511	\$42,646	\$56,143	\$68,203	\$77,263
	Stipends	\$0	\$30,000	\$30,900	\$31,827	\$32,782	\$33,765
Total -Administrative Employee Related Costs		\$12,115	\$463,071	\$483,033	\$578,464	\$775,359	\$970,834
Business Services & Operations Cost							
School Operations Costs	Staff Recruiting	\$9,579	\$5,188	\$965	\$2,046	\$1,671	\$1,152
	Legal Services	\$20,000	\$5,000	\$5,150	\$5,305	\$5,464	\$5,628
	Insurance - D&O and Liability	\$1,000	\$36,000	\$37,096	\$38,226	\$39,390	\$40,590
	Office Supplies	\$0	\$5,000	\$5,152	\$5,309	\$5,471	\$5,637
	Office Postage	\$0	\$1,000	\$1,030	\$1,062	\$1,094	\$1,127
	Copiers / Reproduction	\$0	\$4,000	\$4,122	\$4,247	\$4,377	\$4,510
	Association Dues	\$0	\$2,000	\$2,061	\$2,124	\$2,188	\$2,255
	Travel and Conferences (Admin Staff)	\$5,000	\$3,000	\$3,091	\$3,186	\$4,377	\$5,637
	Board Related Expenses	\$0	\$10,000	\$10,305	\$10,618	\$10,942	\$11,275
	Community Outreach and School Website	\$0	\$105,000	\$135,000	\$180,000	\$210,000	\$225,000
	Enrollment Processing Fee	\$0	\$35,000	\$14,000	\$26,100	\$25,000	\$22,300
	School Operations Support Services	\$0	\$416,124	\$498,796	\$671,578	\$791,173	\$855,977
	School Business Support Services	\$0	\$69,354	\$83,133	\$111,930	\$131,862	\$142,663
	Charter Authorizer Fee	\$0	\$32,009	\$41,566	\$55,965	\$65,931	\$71,331
Support Services - Administration		\$35,579	\$728,675	\$841,467	\$1,117,696	\$1,298,940	\$1,395,083
Miscellaneous	External Audit	\$0	\$15,000	\$15,457	\$15,928	\$16,413	\$16,912
	Payroll Processing Fees	\$0	\$24,902	\$30,279	\$41,002	\$50,242	\$57,268
	Banking Fees	\$0	\$1,000	\$1,030	\$1,062	\$1,094	\$1,127
Business		\$0	\$40,902	\$46,767	\$57,992	\$67,749	\$75,308
Total - Business Services & Operations Costs		\$35,579	\$769,576	\$888,234	\$1,175,688	\$1,366,689	\$1,470,391
Facilities Cost							
Facilities & Maintenance Services	Office Rent	\$0	\$21,000	\$21,630	\$22,279	\$22,947	\$23,636
	Office Utilities	\$0	\$6,000	\$6,183	\$6,371	\$6,565	\$6,765
	Maintenance and Repair	\$0	\$3,000	\$3,091	\$3,186	\$3,283	\$3,382
	High Speed Internet & Telephone	\$0	\$5,000	\$5,152	\$5,309	\$5,471	\$5,637
	In Person Covid-19 Health Measures	\$0	\$2,500	\$2,576	\$2,655	\$2,735	\$2,819
	Furniture, Fixtures and Equipment	\$0	\$5,000	\$2,576	\$2,655	\$2,735	\$2,819
Total - Facilities Costs		\$0	\$42,500	\$41,209	\$42,454	\$43,737	\$45,058
Debt Service / Other Expenditures	Interest	\$0	\$16,514	\$16,514	\$16,514	\$8,257	\$0
	Principal	\$0	\$0	\$0	\$157,273	\$157,273	\$0
Debt Service / Other Expenditures		\$0	\$16,514	\$16,514	\$173,786	\$165,529	\$0

VPA of West Virginia - Appendix G -Five Year Contingency Budget

Virtual Prep of West Virginia

FY23 - FY25

Budget Line Item Detail- CONTINGENCY

	Start-up	FY2023	FY2024	FY2025	FY2026	FY2027
Total Expenses	\$47,694	\$3,372,653	\$3,939,186	\$5,243,482	\$6,224,578	\$6,865,060
Surplus (Deficit)	\$0	\$30,049	\$133,980	\$110,259	\$131,977	\$194,923
Surplus (Deficit) %	0%	1%	3%	2%	2%	3%
Fund Balance	\$0	\$30,049	\$164,029	\$274,288	\$406,266	\$601,189
Fund Balance Reserve as % of Revenue	0%	1%	4%	5%	6%	8%