



Application to the State of West Virginia

For a Public Charter School

August 31, 2021



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GENERAL INFORMATION

APPLICANT

Type of School:

(please select one)

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

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

Virtual Charter School

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

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

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

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

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

Education Service Provider

Will you be hiring an Education Service Provider (ESP)? Yes No

If yes, add the name of the ESP: Accel Online East, LLC

Name of Proposed Public Charter School: Virtual Preparatory Academy of West Virginia

Primary Contact Name: Daniel Casto Phone Number: [REDACTED]

Email Address: [REDACTED]

Authorizing Agency

West Virginia Professional Charter School Board

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

501(c)(3) Status:

Obtained on date: _____

Receipt #: Agency Tracking ID: 76139523706

Applied to obtain on date: August 24, 2021

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Enrollment

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

| Elementary School | Middle School | High School |
|--------------------------|----------------------|--------------------|
| X Kindergarten | X Sixth Grade | X Ninth Grade |
| X First Grade | X Seventh Grade | X Tenth Grade |
| X Second Grade | X Eighth Grade | X Eleventh Grade |
| X Third Grade | | X Twelfth Grade |
| X Fourth Grade | | |
| X Fifth Grade | | |

Maximum Student Enrollment at Capacity: 2,000

Enrollment Matrix

Pursuant to W.Va. Code §18-5G-8(b)(14), the projected minimum and maximum enrollment per grade, per year throughout the duration of the contract. **Directions: Complete two enrollment matrixes for minimum and maximum enrollment, per grade, until reaching capacity. Add or remove columns as needed. For the Minimum Capacity Enrollment Matrix, include the fewest number of students the school could enroll and still be financially viable. For the Maximum Capacity Enrollment Matrix, include the greatest number of students you could enroll and still provide a quality educational experience. The numbers supplied here must match your years 1-5 contingency and regular budgets and your staffing plan. You will not be able to enroll more students than specified in the total number per year in the Maximum Capacity Enrollment Matrix. Likewise, you will be considered financially insolvent if you enroll fewer students than in the Minimum Capacity Enrollment Matrix and be required to surrender your charter.**

| Minimum Enrollment | | | | | | |
|--------------------|------------|------------|------------|------------|------------|------------------|
| Grade Level | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | At Full Capacity |
| Kindergarten | 25 | 35 | 40 | 50 | 50 | 50 |
| First | 25 | 35 | 40 | 45 | 50 | 50 |
| Second | 25 | 35 | 40 | 45 | 50 | 50 |
| Third | 25 | 25 | 25 | 30 | 45 | 45 |
| Fourth | 25 | 25 | 25 | 30 | 45 | 45 |
| Fifth | 25 | 25 | 25 | 30 | 45 | 45 |
| Sixth | 20 | 20 | 25 | 30 | 45 | 45 |
| Seventh | 20 | 20 | 25 | 30 | 40 | 40 |
| Eighth | 20 | 20 | 25 | 30 | 40 | 40 |
| Ninth | 20 | 20 | 20 | 20 | 30 | 30 |
| Tenth | 20 | 20 | 20 | 20 | 20 | 20 |
| Eleventh | 0 | 20 | 20 | 20 | 20 | 20 |
| Twelfth | 0 | 0 | 20 | 20 | 20 | 20 |
| Total | 350 | 450 | 600 | 700 | 750 | 750 |

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| Maximum Enrollment | | | | | | |
|--------------------|--------|--------|--------|--------|--------|------------------|
| Grade Level | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 | At Full Capacity |
| Kindergarten | 50 | 70 | 75 | 80 | 95 | 95 |
| First | 50 | 70 | 75 | 80 | 95 | 95 |
| Second | 50 | 70 | 75 | 80 | 95 | 95 |
| Third | 50 | 65 | 70 | 75 | 90 | 90 |
| Fourth | 50 | 65 | 75 | 90 | 110 | 110 |
| Fifth | 50 | 65 | 75 | 90 | 110 | 110 |
| Sixth | 40 | 65 | 75 | 90 | 110 | 110 |
| Seventh | 40 | 60 | 80 | 100 | 120 | 120 |
| Eighth | 40 | 60 | 80 | 100 | 120 | 120 |
| Ninth | 40 | 60 | 100 | 120 | 135 | 135 |
| Tenth | 40 | 60 | 90 | 125 | 140 | 140 |
| Eleventh | 0 | 40 | 90 | 130 | 150 | 150 |
| Twelfth | 0 | 0 | 40 | 90 | 130 | 130 |
| Total | 600 | 1,000 | 1,400 | 1,600 | 2,000 | 2,000 |

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Executive Summary

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

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.

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. The key elements of the VPA program 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 iReady tests. iReady is 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, and 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.*

In today's rapidly changing workplace in which many jobs are being completely or partially automated as technology becomes adopted, it is imperative that that we prepare students with technical and professional skills critical for their success. To achieve this goal, a new and innovative approach to the K-12 online education model is required. The ability to collaborate in teams, work virtually, and learn emerging technologies are critical skills for success in both college and the workforce. The focus is not just on completion of coursework but a true readiness to thrive with greater options for success after high school.

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MISSION, VISION, PURPOSE, AND DEMAND

Mission and Vision Statements

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

The mission of 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.

Write a vision statement for the charter school, inclusive of any specialized focus to be advanced through the establishment of the charter school. The vision statement should build off of the mission statement, providing detail of each element of the program, the grades the school will offer (or the ages that it will serve), adding explanation of how the school will ensure all students, especially those historically underserved, will benefit from the school.

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.

Overview of the School's Educational Program

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

We believe a strong, personalized education is critical to each and every student we serve. For West Virginia to prosper, it must begin with the individual who has a solid educational foundation from which to pursue their goals, their dreams, their passions. 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-

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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 iReady tests. iReady is 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 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.

Rationale

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

According to the West Virginia Department of Education, nearly 50% of school aged students are labeled with a low socioeconomic status (SES) for each of the last 4 years, as evidenced by the chart below. According to the American Psychological Association, SES is an income-based criteria that impacts quality of life, mental and physical health, as well as academic readiness and success. In fact, research tells us that a student's SES is "a statistically significant and strong predictor of learning-related behavior problems" and that these same children enter school with "fewer reading or mathematics skills and less well-developed learning-related behaviors" (Morgan, 2011). According to Aikens & Barbarin (2008), the schools in low-SES communities may not have the necessary resources, and as such, the academic growth of students is impacted. Upon entrance to high school, research has also found that low-SES students enter with as much as a 5-year gap in literacy skills compared to their peers (Reardon, Valentino, Kalogrides, Shores, & Greenberg, 2013).

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Statewide Socioeconomic Status in School-Aged Students

| Year | Total enrollment | % Low SES |
|-----------|------------------|-----------|
| 2017/2018 | 270,613 | 49.2% |
| 2018/2019 | 265,755 | 47.5% |
| 2019/2020 | 261,633 | 46.9% |
| 2020/2021 | 252,357 | 47.9% |

An additional data point shown below, the West Virginia statewide assessment, illustrates that a majority of students in all categories are not meeting academic standards-based goals. Based on the assessment rankings of “Proficiency” (2015-2017) or “Meeting the Standard” (2017-2019), and a view at the most recent year of data, 54% of students are not meeting, or only partially meeting the standard for reading, while 61% of students are not meeting, or only partially meeting the standard for math.

Statewide Assessment Data

| | % Partially Meets or Does Not Meet Standard (2017-2019) | | | |
|----------------|---|-----------|-----------|-----------|
| | % Not Proficient (2015-2017) | | | |
| | 2015/2016 | 2016/2017 | 2017/2018 | 2018/2019 |
| Math | 66% | 65% | 63% | 61% |
| Reading | 52% | 52% | 55% | 54% |
| Science | N/A | N/A | 63% | 68% |

Another course of measurement is the National Assessment of Educational Progress (NAEP). In grades 4, 8 and 12, students are measured for proficiency in math, reading and science. The percent of students that did not reach proficiency is illustrated below.

NAEP Data

| | % Not Proficient | | |
|----------------|------------------|---------|----------|
| | Grade 4 | Grade 8 | Grade 12 |
| Math | 70% | 76% | 86% |
| Reading | 70% | 75% | 72% |
| Science | 69% | 73% | N/A |

These data subsets speak to the fact that almost half of all West Virginia students enter school with a low-SES label, making equal access to education more difficult for them, which is shown by test scores indicating 52% to as much as 86% are not proficient in math, reading and/or science. VPA of West Virginia is confident that they can present a high-quality, flexible schooling option to reach the at-risk population in the state of West Virginia.

Shortage of Qualified Employees:

The entire United States, including the state of West Virginia, face a critical shortage of qualified employees with the skills and training needed to fill available jobs. According to the recent McKinsey & Company report, *The future of work in America*, nearly 60% of jobs today have the potential to be completely or partially automated as technology available today becomes more widely adopted (not even accounting for technology coming in the future), and students with just a regular high school diploma (or less) are 4 times more likely to be automated out of a job (2019). Even workers with strong “hard” skills can struggle to find or keep a job if they lack the

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professional skills that help them navigate successfully in the workplace. Technical and professional skills are critical for success in a rapidly changing workplace. The closing of this skills gap is the public policy imperative for our future generation.

In order to achieve this goal, a new and innovative approach to the K-12 online education model is required. The ability to collaborate in teams, work virtually, and learn emerging technologies are critical skills for success in both college and the workforce. The focus is not just on completion of coursework but a true readiness to thrive with greater options for success after high school.

Demand

New Schools

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

Because students in a public virtual charter school are working remotely with their teachers, VPA of West Virginia is not a fit for every student and every family. Yet, there is a demand for quality virtual charter schools in the state of West Virginia, and our initial research supports that demand is statewide. Based on a survey conducted from July 25 - August 25th of 2021, VPA of West Virginia has heard from 323 parents/guardians expressing interest in the school.

Community members across the state of West Virginia were provided an opportunity to indicate their interest in the formation of VPA of West Virginia. Parents/guardians were encouraged to provide their contact information and zip code for future communications and to remain involved in the petition process. Families were offered an opportunity to 'hear more' and/or 'get more information' through digital forms and social media.

Virtual Preparatory Academy of West Virginia Sponsored

Is online learning a better fit for your child? Help us expand into your area!

Curious About Online Learning?

FB.ME We Know Virtual Learning. Help Us Expand! [LEARN MORE](#)

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Explore why virtual learning may be a good fit for your student. Learn more!

Explore Virtual Learning Options

FB.ME Join the Effort to Expand Virtual Learning [LEARN MORE](#)

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The screenshot shows the top portion of the Virtual Prep Academy website. On the left, a photograph of a man and a woman looking at a laptop. The text 'EDUCATION THAT FITS YOUR LIFE' is overlaid on the image. On the right, there is a contact form titled 'GET MORE INFORMATION!' with fields for 'First Name', 'Last Name', 'Email', and 'Zip Code', followed by a 'Submit' button. Above the form is a 'HAVE A QUESTION?' link with the phone number '(800) 352-0018'. Below the form, a small note states: 'We'll like to join the Virtual Preparatory Academy mailing list and to receive information regarding educational matters.'

Virtual Prep Academy

Would you like to get involved? Virtual education options are part of the long-standing school choice movement focused on the success of all students. The mission is to provide parents with the ability to pursue the best educational option for their child regardless of their economic or geographic circumstances. Access to highly qualified teachers, engaging and interactive curriculum, and best in class technology, allow today's students to see the possibilities of their future. The innovative environment of virtual learning combines proven LIVE teacher led instructional best practices with technology to drive student success. **We are looking forward to expanding this option for West Virginia students in grades K-12. We are in the early stages of gathering information from families who are interested in an online and personalized education. We hope to open our virtual doors in September 2022.**

Why Students and Families Choose Online Learning:

- Excellent way to meet the unique needs of my child
- My student is not thriving in a traditional environment
- Teachers are dedicated to my student not getting left behind
- My student can learn to see the possibilities of education vs the limitations
- My child benefits from safety and security of an at-home learning environment
- Flexible, self-paced access to courses meets the needs of my student
- Tuition-free and meets state standards is important to my family

What Makes Virtual Preparatory Academy Different:

- Decades of experience helping students succeed with online learning
- Dynamic and adaptive K-12 courses including interactive tools and secure communication
- Unique assessment strategies using real-time data early and often
- Teachers that are best suited to teach in an online environment
- Unique tiered student support model with wrap-around services
- Core content and supplemental resources built specifically for online learning
- Web-based classrooms led by LIVE TEACHERS
- Fully accredited and state standard aligned curriculum

Please join the Virtual Preparatory Academy mailing list to hear more.

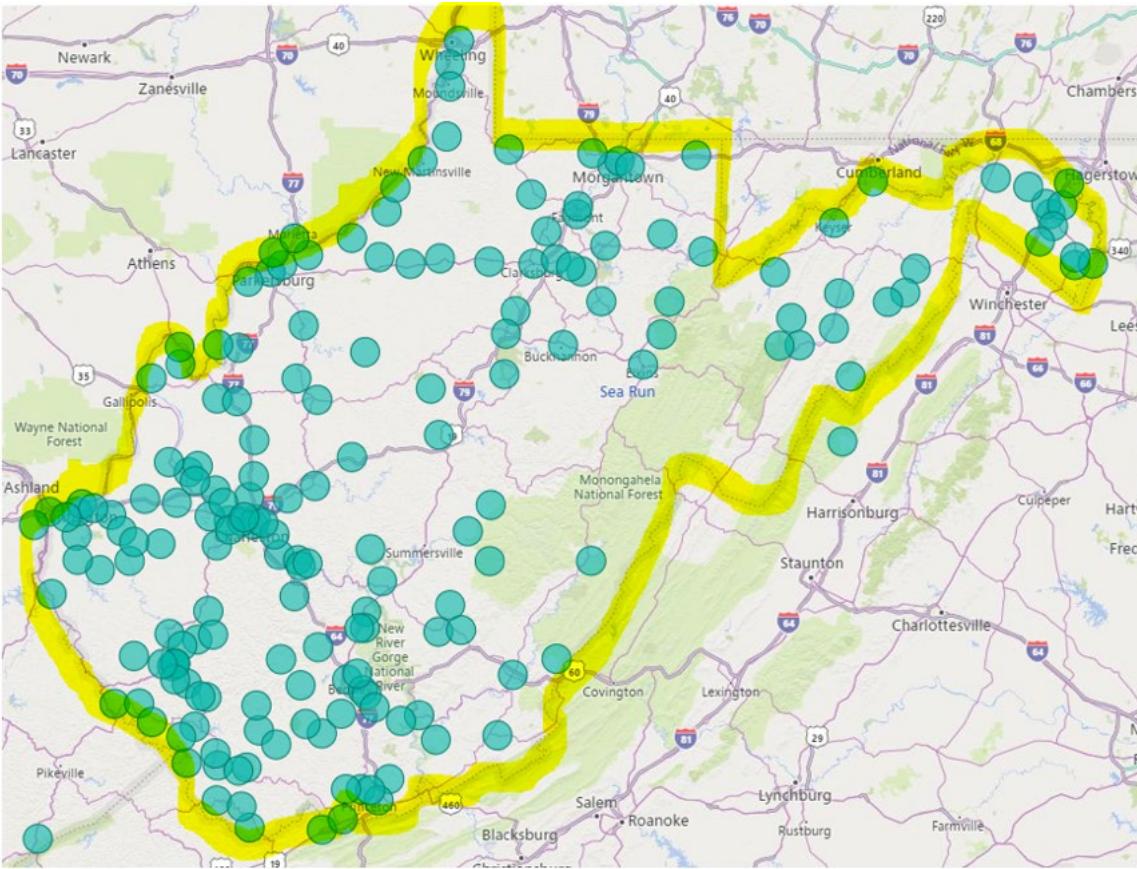
[Learn More](#)

The screenshot shows a 'THANK YOU' message on the Virtual Preparatory Academy website. The text reads: 'Thank you for your interest in virtual learning. Virtual Preparatory Academy of West Virginia is still in the formation stage and you have been added to a contact list. As additional information is available you will receive email updates and when enrollment is open someone from our team will contact you.' The page features the VPA logo and a 'HAVE A QUESTION?' link with the phone number '(800) 352-0018'.

Prospective Parents/Guardians Responses:

- **323** unique families inquired about online learning options through VPA WA
- Families responded to these statements/questions:
 - Help expand learning options in WV
 - Is Virtual Learning a Good Fit for Your Family?
 - Explore why virtual learning may be a good fit for your student?
- The response window was open between July 20-Aug 25
- Interest was equally represented throughout the entire state of WV

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Needs Assessment

New Schools

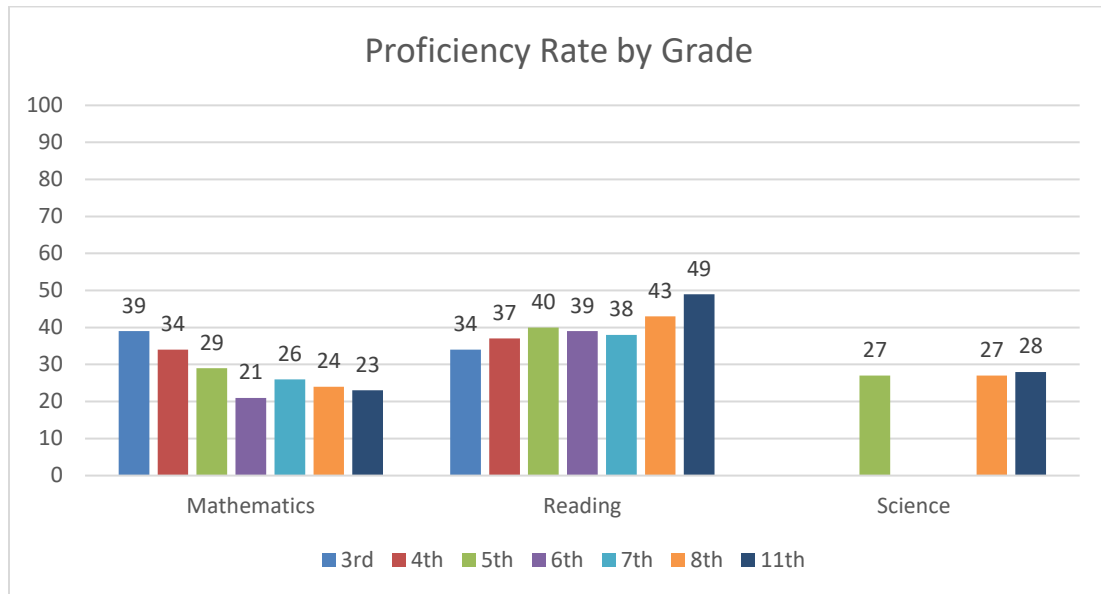
Present a thorough analysis of the financial sustainability of the charter school based on the current and future size of the student population that the charter school aims to attract and the demand among this population for additional educational options beyond existing non-charter public schools.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

For school-aged students in the Covid-19 era, the landscape of education has forever been impacted by a dire need for flexibility, safe schooling options, open communication and transparency, and a recommitment to excellence in education in all forms. The virtual and hybrid options that grew out of necessity during lockdown taught schools and families that virtual education can be the best, safest, and most reliable form of education in times of need. Many students experienced truly personalized and learn-at-your-own pace schooling that suits their learning style far better than a classroom seat. As parents continue to adjust to what may be the forever trend of working from home, more students are working remotely as their new normal. Creating quality options for virtual education is needed more now than ever.

As the state population and enrollment trends begin to decrease across West Virginia, it would be wise to plan for the years ahead. Families are relocating at record speed, seeking more space in states with greater and more reliable access to natural resources, like West Virginia. Families that make intentional relocation decisions will likewise be as purposeful, and involved in, their child's education. West Virginia needs to be ready to serve not only the current students in need of a quality virtual option, but the families that are sure to come.

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State data has shown stable student attendance around 93% each year for the last 5 years, and an increasing graduation rate from 88.7% in 2016 to 92.5% in 2020. While the state population is declining, and school enrollment is at a slight decrease over time, hundreds of thousands of students are still showing up for school. According to the West Virginia Department of Education 2020/2021 State Assessment Summary, the majority of students are not earning proficiency scores in mathematics, reading and science, as illustrated below.



Evidence of a Track Record of Success (ESP ONLY)

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

Founded in 2014, ACCEL Schools is a K-12 full-service Education Service Provider based in McLean, VA currently serving over 35,000 students in online, blended and brick and mortar charter schools. ACCEL does not focus on one particular student demographic, nor subscribe to one specific school model or educational philosophy but rather customizes each school to maximize student performance within the target population where the school is opened. ACCEL Schools partners with each school board of directors to deliver a high performing school.

ACCEL Schools currently serves more than 50 partner schools in Arizona, California, Colorado, Indiana, Michigan, Ohio, and Washington. This includes 47 site-based schools and 3 virtual schools with two new virtual schools opening this school year. In 2015, ACCEL was chosen to take over the management of the former White Hat and Mosaica Education brick and mortar charter schools including the highest performing charter school in Ohio. Since this time, the company's portfolio has increased dramatically both from building new site-based schools from the ground up and by working with schools experiencing academic and/or financial struggles. A primer on ACCEL schools can be found in the [ACCEL Schools Network Overview](#).

*ACCEL Schools is the U.S. school division of Pansophic Learning, a privately held global learning company with schools in the United States, Uganda, United Kingdom, Switzerland, Saudi Arabia, and Dubai. A full list of ACCEL partner schools and the requested information is provided in the included spreadsheet, attached as **Appendix A.1**.*

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

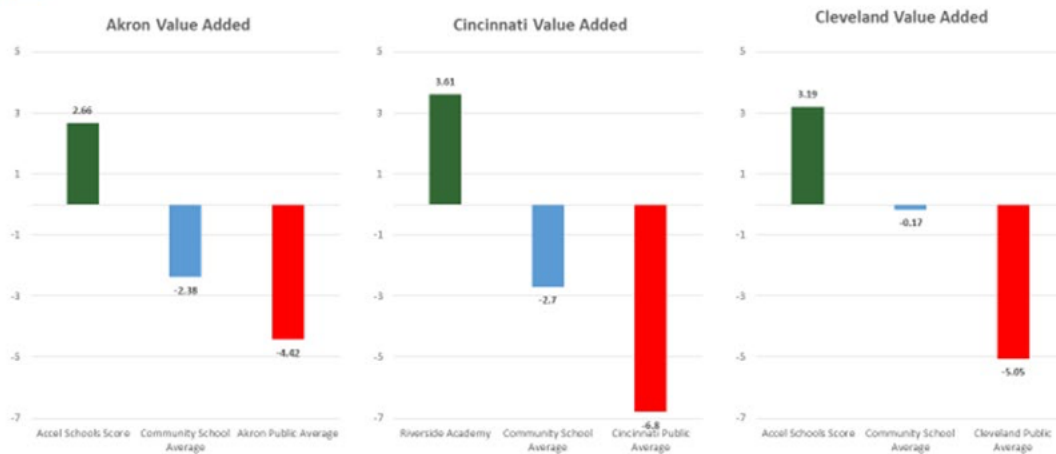
ACCEL is committed to continuing its work to improve educational quality and choice. Unfortunately, funding inequities hinder this mission. Charter schools traditionally receive less money per child than school districts. While schools try to compete with the salaries of the districts, this is generally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

(1) Academic Achievement and Growth:

ACCEL Schools strives to partner with the Board of Directors to create the high performing school the families deserve. Student progress is carefully measured using short cycle assessments throughout the school year. ACCEL schools are unique in our success with turnaround charter schools. We have an unassailable track record with schools with both academic and financial concerns.

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

Value Added: Students of Poverty*



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

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

accelschools.com



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

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

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

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

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

Accel Schools on the 2020-21 High Performing School List:

- South Columbus Preparatory Academy (84.5 Performance Index)*
- Cornerstone Academy Community School (92 Performance Index)*
- Columbus Humanities Arts and Technology Academy (78.1 Performance Index)*

Accel Schools meeting Criteria 1 as a Community School of Quality

- Columbus Humanities, Arts and Technology Academy*
- Cornerstone Academy Community School*
- Foundation Academy*
- Lincoln Park Academy*

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

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

(2) Social-emotional learning

Accel Schools implement policies to address the Social Emotional Learning of all of our students. Clear expectations of behavior for the staff and students which is outlined in our handbooks. Our primary way of addressing the Social Emotional needs of our students is by first establishing a school climate where students, families, and staff feel safe and supported. Staffing around Social Emotional Learning differs

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based on the needs of the school. Schools may leverage their Title I or other grant funds to hire school counselors, social workers, family liaisons, and/or contract to outside experts.

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

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

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

ACCEL Schools is focused on the success of our schools as a whole. Schools must not only have a rigorous academic program with strong leaders and teachers, they must also have a supportive culture and strong family involvement. With that in mind, we understand that one of the primary reasons why schools fail is they are not financially sound. The partnership between the Board and ACCEL is critical to ensure the school thrives financially as well. The Board and ACCEL work closely on a monthly basis to analyze financial information and make policy and procedure decisions that will both improve academic achievement and maintain the fiduciary responsibility to the school. ACCEL maintains the following practices to support this:

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

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

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

1) Name of school, 2) Date authorized, 3) Date of last high-stakes review or renewal and the result of that review, 4) School's website, 5) Name of school's board chair, 6) Board chair's contact information, 7) Name of school's authorizer, 8) Authorizer's contact information, 9) Link to state's report card (for each school), 10) Link to authorizer's scorecard, framework, and/or academic review report, 11) Three most recent financial audits, and 12) List of pending or past actions taken by the authorizers or legal actions taken against the school for academic, financial, or ethical concerns and their outcomes.

Due to the large number of schools in our network, the information for each of the schools has been attached in a
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comprehensive spreadsheet attached as **Appendix A.1**, which includes the required information for each school in operation within the past five school years. **Appendix A.2** includes the data regarding the performance of schools post takeover.

Approach to Education: ACCEL's Mission is to provide a world class education anywhere in the world in either a blended, online, or brick and mortar school.

Our Vision states – We believe every child should be whatever they want regardless of where they are born. Our core beliefs include:

- *Schools should be accountable for their results and be financially self-sufficient*
- *Students should be supported as they pursue a wide variety of post-secondary options*
- *Schools and teachers should strive to maximize learning efficiency*
- *The learning environment matters*
- *Students should be taught core values*
- *Technology can increase engagement, access to resources, efficiencies, and academic results*
- *More time spent learning yields greater results*
- *Education should produce global citizens*

Accel Online East LLC, a subsidiary of Accel Schools, would be the contracted corporate entity with the Virtual Preparatory Academy of West Virginia school board. Accel Online East LLC is registered to conduct business in the state of West Virginia.

Executive Leadership for ACCEL Schools includes:

RON PACKARD - Founder/Chief Executive Officer

Ron Packard is the CEO and Founder of ACCEL Schools. Packard is a well-known educator, entrepreneur and visionary as well as the author of the highly regarded and reviewed book Education Transformation. Packard was previously the long time CEO and Founder of K12 Inc. (Stride). He oversaw the growth of K12 from just an idea to one of the largest education companies in the world. Before K12, Packard was the Vice President of Knowledge Universe and CEO of Knowledge Schools, one of the nation's largest early childhood education companies. He was also instrumental in the successful investments in Learn Now, Children's School USA, Leapfrog, TEC, and Children's Discovery Center. Packard also worked for McKinsey & Company and for Goldman Sachs in mergers and acquisitions. Packard has received the Education Industry Association's James P. Boyle Entrepreneurial Leadership Award, as well as the Ernst & Young Entrepreneur of the Year Award in the IT Services & Solutions category in Greater Washington. The University of Chicago's Booth School of Business named him a Distinguished Alumni, and he also received an Outstanding Leadership Award from the United States Distance Learning Association. He sits on the Digital Learning Council. Packard previously served on the Department of Defense's Education Advisory Committee. Packard has been featured on nationwide radio and television shows and magazines, including Bloomberg TV, Forbes, and the Washington Post to name a few. He holds a B.A. from the University of California at Berkeley and an M.B.A. from the University of Chicago, both with honors.

MARIA SZALAY - Cofounder & Chief Operating Officer

Maria Szalay, Co-founder and Chief Operating Officer, brings over 20 years of strategy, operations and development capability to ACCEL Schools. Ms. Szalay joined K12 Inc. in 2000 and was instrumental in growing it from a startup to a public company. In this time, she served in a variety of roles including product management, product development, operations, strategy, and corporate development. Prior to joining K12 Inc., Ms. Szalay served as practice director at Operon Partners, an e-business consulting firm. At Operon Partners, Ms. Szalay led consulting teams assisting clients with turnkey eBusiness strategy, product management and business transformation consulting services. She worked directly in client organizations developing business plans to obtain funding, and

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also assisted with the implementation of online initiatives, with specialized expertise in integrating these solutions with their brick-and-mortar business. Prior to joining Operon Partners, she worked at Telecom New Zealand rolling out the company's Online Solutions business, where she was instrumental not only in developing the online strategy and implementation plan for Telecom Broadband, but also in executing to the implementation plan. Prior to that, Ms. Szalay worked for eight years as a management consultant at KPMG, assisting clients with systems implementations, product marketing and placement initiatives, including new product and service launches. Ms. Szalay started her career at Shearson Lehman. She holds a BS/BA from Virginia Polytechnic Institute and State University and an MBA from American University.

STEVE GOETZINGER- Senior Vice President, Finance & Controller

Steve Goetzinger, Senior Vice President, Finance & Controller, has a broad experience in all aspects of accounting and financial management. Steve manages the accounting and finance functions at ACCEL Schools providing accounting and finance support to the Company's public charter and virtual online businesses. He has vast experience in education, software technology, service and manufacturing industries. Steve previously served for five years at K12, Inc. as VP of Finance/Controller where he managed the corporate accounting and the shared service accounting support for its virtual charter schools. At K12, he implemented the accounting infrastructure to prepare for the company's IPO. Steve's specialties are Financial and SEC reporting, GAAP accounting, IPO, mergers and acquisitions, financial analysis, technical research, accounting software implementation, risk management and equity administration. He holds a BA in accounting from James Madison University and is a licensed CPA.

BRANDON KRUEGER- Chief Marketing Officer

Brandon brings over 12 years of education industry marketing experience to ACCEL Schools. Previously, Brandon had been the Chief Marketing Officer at Delta Career Education Corporation for over 3 years and the Senior Vice President of Marketing at K12 Inc. for over 9 years. Prior to joining K12 Inc., he held various operational roles at America Online, American Express and Arthur Andersen LLP. Brandon began his career as a Certified Public Accountant. Brandon holds a Master of Business Administration from the Darden School of Business at the University of Virginia, and a Bachelor of Science in Economics with Concentrations in Finance and Accounting from the Wharton School of Business at the University of Pennsylvania.

RICHARD ROSENBERG- Vice President, Information Technology

Richard Rosenberg, VP of Information Technology, brings over 25 years of experience in Product and Information Systems to ACCEL Schools. Richard brings expertise in the management, design and implementation of cutting-edge solutions, including data platforms, content publishing, and business systems. He has led the implementation of instruction and business automation systems, including content management, learning management, student information, order/logistics processing, and custom integrations. Mr. Rosenberg joined K12 Inc. in 2001, as Director of Systems Architecture/Infrastructure and Systems Security. He designed the systems architecture and configuration of the On-Line School Application (the first of its kind), as well as created the processes and infrastructure for Quality Assurance and load testing. His technical, operational and solutions-driven vision has helped companies like Gannett and Fannie Mae establish and achieve long term strategic goals. Richard holds a bachelor's degree in Computer Science & Public Policy from The City College of New York and completed a Logic & Methodology Program from Harvard University.

CHRISTOPHER RYAN- General Counsel

Chris Ryan, General Counsel and Senior Vice President of Corporate Development, brings over 25 years of public, private and government legal experience to ACCEL Schools. Mr. Ryan previously served for 10 years as Senior Vice President and Deputy General Counsel of K12 Inc. where he managed critical legal initiatives and M&A transactions during the company's growth through IPO to \$900M in revenue. Prior to K12, Mr. Ryan served as General Counsel of Everest Software, Inc., a business management software company, as Deputy General Counsel at CareerBuilder, Inc., one of the largest online recruiting companies in the country, as

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Assistant General Counsel at Best Software, Inc., a leading accounting and human resources software company, and as a Branch Chief at the U.S. Securities and Exchange Commission. In 2008, he received the prestigious “In-House Counsel of the Year” award by the Association of Corporate Counsel – National Capital Region. Mr. Ryan earned a JD from American University, an MBA in Information Systems and Marketing from the Smith School of Business at the University of Maryland, College Park, and a BA in Political Science from Wake Forest University.

*Key additional ACCEL Team Member biographies are included in **Appendix A.3**.*

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EDUCATIONAL DESIGN

Program Overview

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

VPA of West Virginia is a Career Readiness School. The model is an innovative, online educational approach that includes the ability to work virtually, learn critical college and career skills, and collaborate in teams. The school will leverage the best technological resources and capitalize on partnerships with industries, institutions, and community organizations to create a clear path to success in academics as well as in college and/or career.

The model revolves around the readiness triad of awareness, exploration, and preparation. In addition to standards-based curriculum in all grade levels, K-5 students will receive a strong foundation with social emotional learning and STEM based lessons alongside career awareness that is tied to the career readiness standards. Students in grades 6-8 will begin career exploration in targeted elective courses, research, industry-specific community projects and mock interviews. Students in grades 9-12 will prepare for their career with internships, externships, certification programs, competitive events, and workplace experience.

A key component for all learners is the school's extensive access to data. Throughout the learning process, teachers are able to see a need for intervention for all students including ELLs, students with exceptionalities, gifted and talented students, and those who are at risk for dropping out of school. Real time attendance and academic data, collected and reviewed daily, allows for immediate course correction and intervention to ensure that students receive targeted, individualized instruction at the level they need.

Curriculum and Instructional Design

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

Performance Standards

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

Our statewide public charter school will feature an innovative and interactive curriculum, fully aligned to the West Virginia College- and Career-Readiness Standards. All core curriculum and supplementary curricular resources are aligned to each state standard. Every course will have a Resource Module which provides a course-specific curriculum map against state standards, as well as a gap analysis with guidance for which

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aligned supplemental curriculum tools can be used to fill the gaps, which allows for teachers to assign supplementary instructional choices to students as needed. This means that when real-time student performance data indicates a need for reteaching or remediation, teachers have standard-aligned resources quite literally at their fingertips.

Elementary and Middle School course catalogs illustrating all classes available to VPA of West Virginia students are included in the tables below.

NOTE: High school course catalogs can be found in the section regarding high school graduation requirements.

Elementary School Course Catalog

| Grade Level | Core Curriculum Course Names | Elective Offering Course Names by Grade Level |
|---------------------|------------------------------|---|
| Kindergarten | Language Arts A/B | Health |
| | Math A/B | Physical Education |
| | Science A/B | Arts and crafts KDG A/B, 1A/1B and 2A/2B |
| | Social Studies A/B | |
| 1st Grade | Language Arts A/B | Health |
| | Math A/B | Physical Education |
| | Science A/B | Arts and crafts KDG A/B, 1A/1B and 2A/2B |
| | Social Studies A/B | Spanish Level 1 |
| 2nd Grade | Language Arts A/B | Health |
| | Math A/B | Physical Education |
| | Science A/B | Arts and crafts KDG A/B, 1A/1B and 2A/2B |
| | Social Studies A/B | Spanish Level 2 |
| 3rd Grade | Language Arts A/B | Health |
| | Math A/B | Physical Education |
| | Science A/B | Spanish Level 3 |
| | Social Studies A/B | |
| 4th Grade | Language Arts A/B | Health |
| | Math A/B | Physical Education |
| | Science A/B | Spanish Level 4 |
| | Social Studies A/B | |
| 5th Grade | Language Arts A/B | Health |
| | Math A/B | Grade Physical Education |
| | Science A/B | Spanish Level 5 |
| | Social Studies A/B | |
| | | Additional Elective Course Names |
| | | Elementary Music |
| | | Keyboarding |
| | | Scratch Coding |

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Middle School Course Catalog

| 6 th Grade Core Classes | 7 th Grade Core Classes | 8 th Grade Core Classes | 6 th – 8 th Grade Electives |
|---------------------------------------|---------------------------------------|---------------------------------------|--|
| Language Arts A/B | Language Arts A/B | Language Arts A/B | Character Education |
| Math A/B | Math A/B | Math A/B | Computer Basics |
| Science A/B | Science A/B | Science A/B | MS 2D studio art |
| Social Studies A/B | Social Studies A/B | Social Studies A/B | MS Career Exploration |
| Intensive Reading | Spanish 7A | Spanish 8A | MS Exploring Music |
| Pre-Algebra A/B | Spanish 7B | Spanish 8B | MS Fitness |
| | Intensive Reading | Intensive Reading | MS Health |
| | Pre-Algebra A/B | Pre-Algebra A/B | MS Photography |
| | | | MS Physical Education |
| | | | Gaming Unlocked |

Resources

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

VPA’s curriculum is found within the ACCEL Management Platform (AMP) for Education. The AMP system includes state-of-the-art technology with state-specific reporting components, and full curriculum alignment to state standards. Curriculum vendor coursework is embedded seamlessly within the AMP system. The ACCEL curriculum team first verifies alignment to the state standards, cross referencing with other vendors to ensure effective coverage. When the verification of alignment is completed, any gaps are identified immediately, and the ACCEL team procures supplementary materials to support mastery of each standard. The best stand-alone curriculum program will still have its flaws, and the benefit of embedding courses into the AMP system is that the school is not limited to the operational system of one vendor. This provides ACCEL with the flexibility to assemble the strongest curriculum choices to offer the school.

VPA’s proposed curriculum is innovative, rigorous, research-based, and can be custom-tailored to students’ unique skills and interests. It includes world class content and college preparatory skill-building, as well as access to fine arts, world languages, and career-focused electives. The school’s curriculum and instructional framework is guided by national best practices in K-12 online learning models. The curriculum design methodology uses principles of Universal Design for Learning, ensuring that both the curriculum and the instructors provide multiple opportunities for engagement, representation, as well as action and expression to ensure that students will repeat their encounters with the same topics throughout their career, each time increasing the complexity in order to reinforce previous learning, and also to reteach concepts one-on-one and in small groups to ensure mastery. The proposed vendors are listed below:

- **Core Curriculum & Electives-** Grades K-5: Accelerate Education, Grades 6-8: StrongMind and eDynamic Learning; Grades 9-12: StrongMind and eDynamic Learning
- **AP Courses-** Accelerate Education and Florida Virtual School
- **CTE Courses-** eDynamic Learning
- **Credit Recovery Courses-** Accelerate Education

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- **Supplemental Curricular Resources**-iReady, Brain Pop, DIBELS, IXL, NewsELA, and Reading A-Z.

The curricular offerings were selected as a curated holistic approach to instruction, and all providers have mapped the offered courses to the West Virginia College- and Career-Readiness Standards All the selected vendors have data available to support the effectiveness of their offerings, and the school's choice of the vendors is based on extensive evaluative information reviewed by ACCEL Schools in proposing the education program to be offered to the VPA Board.

Each vendor aligns with the instructional methodology of the school by embedding the pedagogy of personalized learning and backward design principles in all courses. These methods are research-based and imperative for the leaders of tomorrow. According to iNACOL, (now Aurora Institute) personalized education is "critical for raising achievement for all" and "allows students to build a strong foundation for success" (Worthen, Frost, & Gentz, 2016).

Accelerate Education

Accelerate Education was founded in 2011 and is an accredited, leading vendor providing standards-based core curriculum courses in original credit, credit recovery, and independent study formats for all grade levels from kindergarten through 12th grade. Accelerate Education courses meet the needs of both at-risk and high achieving students in need of a personalized education that was not provided to them in a traditional classroom setting. They also provide the opportunity for remediation and intervention through the IDEAL learning library, giving teachers the ability to assign specific courses to students as needed and allowing students to fully navigate goals at their pace. In this way, Accelerate Education's curriculum provides individualized learning paths for all students to offer a unique experience for academic success.

Accelerate Education has partnered with The Capital Area Online Learning Association (CAOLA) in Pennsylvania and studied the impact of Accelerate Education. In 4th and 5th grade, students taking Accelerate Education's curriculum outperformed the state passing rate by nearly 30% on the PSSA ELA exam, 50% in Math, and over 20% in Science. Courses taught by Accelerate Education teachers have a 90.3% completion rate and a 99.8% passing rate.

StrongMind

StrongMind has been serving students since 2001, offering an award-winning, rigorous, and customizable digital curriculum with general courses and electives in 6th-12th grade. All courses integrate simulations, games, and interactive content to ensure creativity and critical thinking. Embedded Project-Based Learning activities promote communication and collaboration. StrongMind courses incorporate simulations and other interactive content to help students think creatively and critically. Communication and collaboration highlight engaging content with the use of discussion boards and project-based lessons. Teachers can assign projects to groups, or students can complete individually and reflect later.

StrongMind's backward-designed curriculum was published in 2017. A study that compared a traditional model of curriculum design to backward design suggests teachers using backward-designed curriculum outperform teachers using a traditional-designed curriculum (Kelting-Gibson, 2005). Lessons using backward design scored higher on key components including knowledge of content and pedagogy, selection of instructional goals, the design of coherent instructions and assessment of student learning. The first client using the new format witnessed immediate growth. 8th grade students' exams in Math increased from 74% to 79% and in English from 64% to 72% as compared to scores using the previous curriculum provider.

eDynamic Learning

eDynamic Learning (eDL) is a teacher-founded and award-winning company that uses teachers and subject matter experts to develop coursework that leads to industry-related certifications. With nearly 200 courses, they are the largest publisher of CTE and elective courses in North America. All eDL courses employ

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backwards design methodology to support best practices on how today's students learn. To increase engagement, each lesson is chunked into small portions and resources include diagrams, videos, slideshows, and other interactive elements. Teachers can provide more personalization for students by customizing any course, unit, or lesson to incorporate additional components such as videos, documents, links, and other media elements.

Florida Virtual School (FLVS)

Founded in 1997, FLVS provides a robust, award-winning curriculum designed to meet the unique needs of students and be inclusive of cultural diversity, representing all races, cultures, ethnicities, abilities, and genders. All FLVS courses are aligned to the iNACOL/Quality Matters Standards. FLVS course design includes several modern pedagogical philosophies, critical thinking, and real-world application of skills. As part of the scope and sequencing work, cognitive complexity for each learning target is identified using Webb's Depth of Knowledge (DoK) Guide and carried into learning activities and assessments. Through the curriculum design process, student focus groups of diverse populations are frequently engaged for input on course content, images, and design elements. All courses undergo more than 450 hours of rigorous review and testing, both during development and after completion, ensuring accuracy and adherence to state and national standards.

Supplemental Curricular Resources

To address the wide range of learners at VPA, a variety of standard-aligned additional resources are utilized by teachers:

- *iReady- an assessment and instruction program for Math and English Language Arts that provides a diagnostic, aligned instruction, and teacher resources to help accelerate students toward grade level proficiency and beyond.*
- *BrainPop – an online animated curriculum-based content that is aligned to state standards. It includes videos, games, quizzes, and activities for science, health, writing, reading, social studies, and math.*
- *DIBELS – provides a battery of short (one minute) fluency measures that can be used for universal screening, benchmark assessment, and progress monitoring in kindergarten - 8th grade.*
- *IXL – an interactive online learning solution aligned to state standards that helps teachers personalize instruction through comprehensive curriculum, continuous diagnostics, and guidance.*
- *NewsELA – an instructional content platform that provides teachers and students with access to 20+ genres of content to support core instruction, like primary sources, reference texts, essays, fiction, issue overviews, and more at 5 reading levels.*
- *Reading A-Z – an instructional content platform that provides thousands of downloadable, projectable, printable teacher materials, covering all the skills necessary for effective reading instruction.*

AMP Live Webinar Tool

VPA will provide live instruction within the AMP system and accessed via the students' Course Dashboard. This synchronous instructional tool is used for one-on-one sessions between teacher and students as well as for collaboration among students. A teacher's virtual office houses a whiteboard, chat room, and webcams to promote collaboration. Additionally, share screen features are controlled by the teacher, and shared documents can be edited simultaneously. Within these meetings, teachers can create "breakout" rooms where collaborative groups can meet to discuss a project or work on content.

Instructional Strategies

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

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The student-centered instructional method used puts students' needs at the forefront of the instructional design, allowing for them to take charge and be wholly involved in each aspect of their learning. Students can progress through their lessons at different paces based on their rate of mastery, yet the school has grading and progress expectations that all students must meet for each term. In the virtual setting, the benefit rests within the flexibility and fluidity for each student's schedule. The daily experience of a VPA student includes scheduled live instructional sessions, scheduled small group targeted sessions, and 24/7 access to asynchronous course work and supplemental curriculum resources, aligned to the West Virginia College- and Career-Readiness Standards. This student-centered learning approach allows for more active learning, increased comprehension, and responsibility (Caulfield, 2011), which fosters independence, accountability, and time-management - all critical skills for higher education and the job force of today.

The next component is creating a level of instruction that offers a truly personalized learning (PL) experience, which takes the student-centered approach and catapults students into a self-directed learning plan, tailored to the needs of each student. According to Walkington & Bernacki, PL allows students to "have a voice in what they are learning based on how they learn best. Learners have a choice in how they demonstrate what they know and provide evidence of their learning. In a learner-centered environment, learners own and co-design their learning" (2020).

An important addition to individualizing instruction according to student needs is that as students progress through the digital curriculum asynchronously, the Learning Management System within AMP captures the results of short cycle assessments in a color-coded mastery dashboard against the West Virginia College- and Career-Readiness Standards (below), equipping teachers with the immediate data needed to provide targeted synchronous instruction. The VPA instructional model plans synchronous instruction as a chance to add instructional value above and beyond what is already available in the asynchronous model. Teachers use data to determine which students need one-on-one direct instruction or small learning groups in order to both differentiate and tailor instruction to students' real-time needs. In order to support student engagement, peer interactions will be hosted within small and large virtual classroom settings, to ensure individual attention, increased participation, and better communication.

Lastly, instruction is embedded within a Multi-Tiered System of Supports (MTSS/RtII). MTSS/RtII uses assessment, intervention, and targeted instruction to ensure the academic, social, and emotional growth of each child within three tiers - whole group, small group interventions, and individualized support.

| Students | | 6.RP.1 | 6.RP.2 | 6.RP.3 | 6th Grade M... | 6.NS.1 | 6.NS.2 | 6.NS.3 | 6th Grade M... |
|-----------------|----|--------------|-------------|--------------|----------------|--------------|--------------|---------|----------------|
| Craig, Daniel | 05 | REMEDIATION | REMEDIATION | REMEDIATION | 11% (1/9) | NEAR MASTERY | NEAR MASTERY | MASTERY | 33% (1/3) |
| Hardy, Tom | 01 | REMEDIATION | REMEDIATION | REMEDIATION | 11% (1/9) | MASTERY | MASTERY | MASTERY | 100% (3/3) |
| Murphy, Cillian | 02 | NEAR MASTERY | REMEDIATION | NEAR MASTERY | 44% (4/9) | MASTERY | MASTERY | MASTERY | 100% (3/3) |

Assessment

Include how the school will monitor student learning, including assessments required by the authorizer and those to be used by educators for the sole purpose of continual improvement.

A strong assessment plan is the cornerstone of any successful instructional program. ACCEL Schools implements numerous assessment tools for students and would propose the following for the Virtual Preparatory Academy of West Virginia. In order to verify curricular alignment, ensure instructional efficacy, and monitor student learning, schools must employ a balanced assessment system that includes several types of testing methods to determine what students are learning, how teachers are teaching, and what instructional and curricular decisions must be made with regard to scaffolding, alignment, adjustments, and

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interventions. In a balanced assessment program, school leaders plan for diagnostic, formative, interim and summative assessments. In this way, assessment results provide identification of students in need of intervention, feedback to teachers about instructional practice, and verification of curricular strengths and weaknesses.

VPA Assessment System

- **Incoming Assessment** – All new students will be assessed for learning readiness using a computer adaptive, nationally normed test. The results from this initial assessment will assist teachers in developing a personalized plan for each student using West Virginia College- and Career-Readiness Standards.
- **Ongoing Assessments** – Once a student is enrolled and has finalized 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.

Below is a summary of specific tests:

- Local Benchmark/Diagnostic (Computer Adaptive Nationally Normed)- **iReady**
- Incoming Assessment- **iReady**
- Short Cycle Assessments- **iReady (K-8) and MasteryConnect (K-12)**
- Reading Fluency- **DIBELS**
- Classroom Assessments- **iReady Standards Mastery, MasteryConnect, Course assessments**
- State Assessments-
 - West Virginia General Summative Assessment- ELA & Math for grades 3-8; Science in grades 5 and 8
 - Grade 11 College and Career Readiness Assessment
 - West Virginia ELP Assessment for 21st Century (ELPA21)
 - WVASA- ELA and Math for grades 3-8 and 11; Science in grades 5 and 8, and 11
 - NAEP
 - CTE Technical Assessments

Graduation Requirements and Postsecondary Readiness (HS ONLY)

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

All VPA middle school students will be provided counseling, advisement, career awareness, career interest inventories, and information to assist them in evaluating their academic skills and career interests. Before the end of the second semester of the eighth grade, all VPA students shall develop an individual graduation plan in consultation with their parents. High school students will be provided guidance, advisement, and counseling annually that will enable them to complete their individual graduation plans. To be eligible for graduation, per State Board Policy 2510, VPA students must successfully earn a minimum of 24 credits to graduate. Below are the current minimum graduation requirements for public high school students that VPA will adopt.

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- *Reading and English Language Arts- 4 credits*
- *Mathematics- 4 credits (to include Chemistry and Algebra II if college bound)*
- *Science- 3 credits*
- *Social Studies- 4 credits*
- *Physical Education- 1 credit*
- *Health- 1 credit*
- *The Arts- 1 credit*
- *Electives – 2, chosen as acceptable electives for their postsecondary educational program*
- *Professional Pathway- 4 credits that leads to college or career placement*

The VPA CTE school framework is more than just a program, but rather an integrated and inclusive approach to student learning that is designed to close the skills, interest, and equity gaps in this evolving, global society. The following components are the core CTE offerings delivered in each student's educational program.

1. ***Career Exploration via Homerooms-*** *Students will be organized into homerooms that allow for the development of learning communities around career awareness and exploration.*
2. ***Career Courses-*** *In addition to general education courses, career and technical education courses are offered and aligned to career goals with opportunities in high-skill and in-demand fields.*
3. ***Career Development-*** *Each student will have an individualized college and career readiness plan with ongoing updates and activities each year. Counselors will teach college and career awareness lessons, aligned to the State Board of Education's Policy 2520.13, College and Career Readiness Standards for Career and Technical Education.*
4. ***Career & Technical Student Organizations (CTSO)-*** *Appropriate CTSO chapters will be established based on pathway alignment. The CTSO charter(s) will be established with a student leadership team and a calendar of work outline for the school year. Students will have an opportunity to participate in local and state events.*
5. ***Work Based Learning-*** *CTE Pathway exploration activities are provided for all students during each grade level to assure CTE Pathway completers and concentrators. Students will participate in structured age-appropriate career related education that offers a variety of activities with at least 2 online events per semester and 1 face-to-face regional event that allow students to apply academic and technical skills.*
6. ***Professional Skills-*** *Preparation for soft skills necessary to be successful in the workplace regardless of profession will be threaded throughout the educational program.*
7. ***Advisory Council-*** *School based CTE advisory council will be assembled to give advice and support.*
8. ***Business & College Partnerships-*** *Business and Industry partnerships will be established to support work-based learning, advisory committee development, and to give student opportunities to apply skills they are learning in their career exploration and pathway courses. The school will partner with local college and universities to offer concurrent enrollment for qualified high school students.*
9. ***Social Emotional Learning-*** *Supporting the whole student is essential to establishing the skills needed for academic success and college/career readiness.*

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ACCOUNTABILITY

Accountability Plan

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

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

The Virtual Preparatory Academy is committed to fully participate in the West Virginia Accountability System (WVAS) including ensuring that at least 95% of students in tested grades are participating in the state assessments. The VPA State Testing Coordinator will take complete all required WVDE training so the school can adhere to the Guidelines for Participation in West Virginia State Assessments and the WVBE Testing Code of Ethics for testing administration, accommodations, test security, reporting, and dissemination of results. The ACCEL virtual school operations and technology teams will support VPA in preparing for statewide administration as many have supported both online and offline testing in numerous states for over ten years.

The West Virginia Measures of Academic Progress (W-MAP) include the comprehensive assessment system that measures student performance. It includes:

- *West Virginia General Summative Assessment- ELA and Math for grades 3-8; Science in grades 5 and 8*
- *Grade 11 College and Career Readiness Assessment*
- *West Virginia ELP Assessment for 21st Century (ELPA21)*
- *WVASA- ELA and Math for grades 3-8 and 11; Science in grades 5 and 8, and 11*
- *NAEP*
- *CTE Technical Assessments*

VPA will use the West Virginia Education Information System (WVEIS) to provide timely reports on all data required by statute, policy, and the charter. The Accel Management Platform has used sophisticated integrations and customization between Power School SIS and other state data systems. Once we receive approval, our IT team will begin investigating well in advance whether AMP can integrate with the state accountability system. VPA of West Virginia will make sure that we are prepared and trained using the statewide system. The school will look to hire an Operations Manager who has experience working with WVEIS.

Part II: Using the headers below, provide a set of student outcome goals and specific measures aligned to the educational mission of the charter school that the school agrees to meet. Authorizers will use success in meeting both sets of the goals in evaluating the status of charter contracts. To that end, this section will contain the school's proposed goals and accountability measures. For each grade or grade bands the school plans to serve at full capacity, provide the aspirational target and a floor or "lowest acceptable achievement score" that the school's board and authorizer would allow for the school to remain in operation. The goals can be written as "percent of students meeting a threshold" (e.g. 75% of students will score a 96 or higher on the ELA test) or the average score that students will meet (e.g. The school's average ELA score will be a 55). Each proposed goal must be SMART (specific, measurable, achievable, relevant (and researched!), and timely) and include the WHO (which students), the WHAT (which assessment), the HOW (delivery method), and WHY (what information does it provide).

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- **Achievement:** Create a goal that details how the absolute achievement will be measured in English, science, and math, using the district’s summative assessments, and in any other subject important to the school’s mission. Include the assessment the school plans to use.
- **Growth:** Based on the school’s annual performance, create goals in English and math, and in any other subject important to the school’s mission, that will demonstrate student growth. This can be year over year, within year, and/or over multiple years.
- **Re-enrollment:** State the percent of eligible students who will re-enroll in the school using a fall to fall roster. If a different calendar is used, state how a re-enrollment figure will be calculated.
- **Attendance:** Create a goal around attendance, or, if competency-based, the goal around competency completion and engagement.

| 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 will meet 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, based on a fall-to-fall roster</p> <p>Lowest: 50% of current students will reenroll each year, based on a fall-to-fall roster.</p> |
| Attendance | <p>Aspirational: VPA of WV will 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> |

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| Mission Specific Performance Measure | Mission Specific Goals |
|---|--|
| Parent Satisfaction Ratings | <p>Aspirational: VPA of WV will earn an 85% or higher on the annual school satisfaction surveys as measured by parents/guardians from all grade levels saying the school meets or exceeds their overall expectations.</p> <p>Lowest: VPA of WV will earn a 70% or higher on the annual school satisfaction surveys as measured by parents/guardians from all grade levels saying the school meets or exceeds their overall expectations.</p> |
| All students are ready for career and college. | <p>Aspirational: 100% of VPA of WV graduates will be accepted to one or more post-secondary options (2 or 4 year college, skilled trades or other vocational school, military service, and/or join the workforce) Based on students' post-graduation plans data.</p> <p>Lowest: 90% of VPA of WV graduates will be accepted to one or more post-secondary options (2 or 4 year college, skilled trades or other vocational school, military service, and/or join the workforce) Based on students' post-graduation plans data.</p> |

State Accountability Results

Explain how the school’s performance on the state system will be used to evaluate the school’s academic performance.

VPA of West Virginia’s performance will drive the annual school improvement plans and, if trends emerge over multiple years, adjustments to the academic program.

Graduation Requirements (HS ONLY)

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

To be eligible for graduation, students must successfully earn a minimum of 24 credits to graduate and participate in required state testing. Below are the current minimum graduation requirements for West Virginia public high school students that VPA will adopt.

- *Reading and English Language Arts- 4 credits*
- *Mathematics- 4 credits (to include Chemistry and Algebra II if college bound)*
- *Science- 3 credits*
- *Social Studies- 4 credits*
- *Physical Education- 1 credit*
- *Health- 1 credit*

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- *The Arts- 1 credit*
- *Electives – 2, chosen as acceptable electives for their postsecondary educational program*
- *Professional Pathway- 4 credits that leads to college or career placement identify on each Student's Success Plan*

To follow is a list of possible courses for VPA of West Virginia high school program.

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High School Core Curriculum Course Catalog

| Language Arts | Mathematics | Science | Social Studies |
|---|--|--|---|
| <p>English 9A/B English 10 A/B English 11 A/B English 12 A/B</p> <p>ELECTIVES Creative Writing Intensive Reading Journalism 1A/B Reading and Writing for Purpose</p> <p>AP COURSES AP English Language and Composition A/B AP English Literature A/B</p> <p>HONORS COURSES Honors English 1A/B Honors English 2A/B Honors English 3A/B Honors English 4A/B</p> <p>CREDIT RECOVERY COURSES (CR) CR English 9A/B CR English 10A/B CR English 11A/B CR English 12A/B</p> | <p>Algebra 1 A/B Algebra 2 A/B Applied Math Calculus College Math Prep A/B Financial Math Geometry A/B Integrated Math 1 A/B Integrated Math 2 A/B Integrated Math 3 A/B Pre-Algebra A/B Pre-Calculus A/B</p> <p>AP COURSES AP Calculus AB A/B AP Calculus BC A/B AP Macroeconomics AP Microeconomics AP Stats A/B</p> <p>HONORS COURSES Honors Algebra 1A/B Honors Algebra 2A/B Honors Geometry A/B</p> <p>CREDIT RECOVERY COURSES (CR) CR Algebra 1A/B CR Algebra 2A/B CR Consumer Math A/B CR Geometry A/B CR Integrated Math 1A/B CR Integrated Math 1B CR Pre-Calculus A/B</p> | <p>Earth Science A/B Earth Science B Biology A/B Biology B Chemistry A/B Chemistry B Environmental Science A/B Physical Science A/B Physics A/B</p> <p>ELECTIVES Agriscience 1: Introduction Anatomy and Physiology 1A/1B Anthropology Astronomy 1A/B Concepts of Engineering Forensics: The Science of Crime Marine Science Veterinary Science</p> <p>AP COURSES AP Chemistry A/B AP Environmental Science A/B AP Psychology A/B</p> <p>HONORS COURSES Honors Biology A/B Honors Chemistry A/B</p> <p>CREDIT RECOVERY COURSES (CR) CR Biology A/B CR Earth Science A/B CR Health CR Physical Science A/B CR Physics A/B</p> | <p>American Government Economics Financial Literacy US History A/B World Geography A/B World History A/B</p> <p>ELECTIVES Criminology History of the Holocaust Law and Order Personal Psychology Psychology A/B Sociology 1</p> <p>AP COURSES AP Art History A/B AP Government and Politics A/B AP Human Geography AP US History A/B AP World History A/B</p> <p>HONORS COURSES Honors Government Honors US History A/B Honors World History A/B</p> <p>CREDIT RECOVERY COURSES (CR) CR Civics CR Economics CR US Government CR US History A/B CR World History A/B</p> |

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High School Electives Course Catalog

| World Languages | Fine Arts | Physical Education | Life Skills |
|--|---|--|---|
| American Sign Language 1A/1B French 1A/B French 2 A/B German 1A/B German 2A/B Spanish 1A/B Spanish 2A/B Spanish 3A/B AP COURSES AP Spanish A/B CREDIT RECOVERY COURSES (CR) CR Spanish 1A/B CR Spanish 2A/B CR Spanish 3A/B | Art History Modern Art History Origins Art in World Cultures Digital Media Web Design 2A/B Digital Photography A/B Gaming Unlocked Graphic and Web Design Music Appreciation Theatre, Cinema and Film Production 1A | Health Nutrition & Wellness Personal Fitness A/B Physical Education - High School A/B | Career Planning Culinary Arts A/B Early Childhood A/B Fashion Design A/B Interior Design A/B Life Skills Learning in a Digital World: Digital Citizenship |
| Business | Communication | Vocational Education | Computer Skills |
| Entrepreneurship Intro into Business Law Marketing Foundations 1A/B Sports and Entertainment Marketing | Character Education Public Speaking A/B Study Skills | Workplace and Internship Readiness | Computer Basics |

High School CTE Course Catalog

| Business | Science | Technology |
|--|--|---|
| Business Communications Business Information Management 1A/B Business Law 1A Business Business Ownership Entrepreneurship Global Business marketing Foundations Office Administration advertising and Sales Promotion Virtual Business | Allied Health Assistant 1A/B Anatomy and Physiology 1A/1B Health Science Foundations 1A/B Health Science Theory 1A/B medical Assistant 1A/B Medical Terminology 1A/B Nursing Assistant 1A/B Pharmacology 1A/B | Digital Design Digital Media Fundamentals 1A/B Digital Media Website Design 2A/B foundations of Game Design 1A Game Design 2A Access: Office Fundamentals Series Microsoft Excel Microsoft Outlook Microsoft Word Principles of IT introduction to Programming 1A Programming 2 Web Development 1 |

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The final list of elective courses will be determined after consultation with the Head of School and the Board once student course requests are finalized.

The school will offer Career Technical Education courses and will be working with other CTE providers, through the WV Earn a Degree, Graduate Early (EDGE) program. to ensure students have this pathway option if needed. If students seek to earn a state or industry recognized credential or certification or federally recognized apprenticeship, VPA's school counselors will work with that student to try and meet that pathway option.

SCHOOL OPERATIONS AND CULTURE

School Culture

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

To support social, emotional, and academic success, VPA of West Virginia will set up a supportive, student-focused culture with collaboration and high expectations as underlying values. Research tells us that an effective school culture includes high expectations (Deal & Peterson, 1990), fosters lifelong learning for both students and teachers (Rosenholtz, 1989). Furthermore, schools with a collaborative culture have been proven to increase the achievement, skill level and understanding of students (Darling-Hammond, 1997). At VPA, we expect students and teachers to collaborate amongst and between each other, hold themselves accountable to high expectations, and work on the value of learning for a lifetime.

Positive school climate is the foundation on which schools can measure their future success. One of the primary facets of the school culture is in how students are supported as individuals. Supporting the whole student is essential in increasing their academic success, their college/career readiness, and ensuring they have the social and emotional skills necessary to thrive. By supporting the whole students through a comprehensive social emotional learning (SEL) program, students will see positive outcomes in terms of academics, behavior, and post-secondary success. The Student Services team aims to create a learning environment which fosters self-awareness, self-management, social awareness, relationship skills and responsible decision making.

The learner-centered culture is built, much like curriculum, with the end in mind. It begins with the Portrait of a VPA Graduate. The goal of VPA is to equip our learners with key competencies on the road to success, which include five values that can be found within our culture and expectations.

A VPA Graduate will witness, practice, and encompass the values of:

- 1. Collaboration*
- 2. Resilience*
- 3. Critical Thinking & Problem Solving*
- 4. Communication*
- 5. Empathy*

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Student Behavior Plan

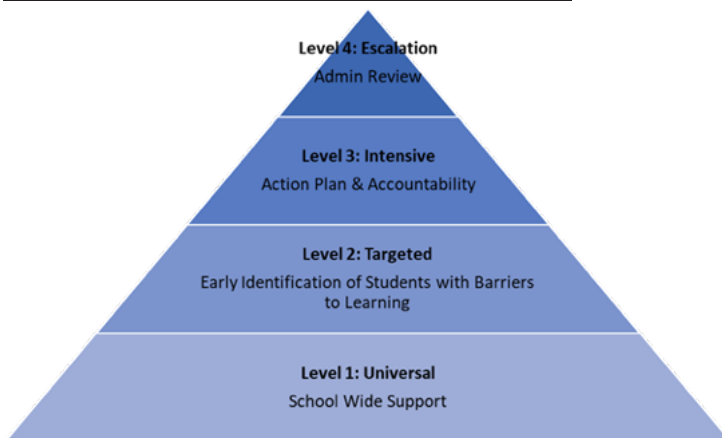
Describe, in detail, the school's student behavior plan, which must include student discipline procedures and consequences, which align with the school's student discipline policy, and is appropriate for the grades the school aims to offer. Explain how the procedures will contribute to developing a strong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

Students are supported by Positive Behavior Intervention and Supports (PBIS), which is an approach to discipline that targets desired outcomes with teachable moments and prevention of poor choices, rather than focusing on punitive measures and reactive punishment. The research based PBIS model teaches positive behavior choices, alongside and embedded within SEL lessons in order to ensure that students understand behavioral expectations. Once this is taught, student behavior is also seen as a form of communication, and teachers strive to see through the behavior to what the student might need and offer proactive support and guidance. Student Success Plans are crafted with the goal of both behavioral and academic success, and intervention strategies are tiered based on a multi-tiered level of support system.

Student Success Plans

The Student Success Plan is an essential part of the Student Services model. The success plan outlines the individual student needs and specific actions for a student to become successful with the goal of academic achievement. Student Services, teachers, students, and learning coaches develop the Student Success Plan together. The assigned Student Services team member facilitates the process, monitors the plan, and provides ongoing follow up.

Student Referrals and Support Multi-Tiers



Understanding the Multi-Tiered Levels of Support

Level 1: Compliant

- *Student and family do not need additional services. School wide prevention and programming, along with teacher support provide the first level of service to all students and families.*

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*

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process.

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.*

Level 4: Escalation to Administration

- *All available resources and interventions have been exhausted. The family is not compliant or is unengaged in the process. School administration determines course of action.*

Discipline Policy- Draft (also provided in Appendix B.1)

In order to maximize learning for all students, VPA of West Virginia will provide a virtual school environment that promotes appropriate behavior and minimizes disruptions. The Board believes that the best discipline is self-imposed and that students should learn to assume responsibility for their own behavior and the consequences of their actions. All students are expected to have a clear and consistent understanding of the Student Code of Conduct and comply with all school policies and procedures.

The Code of Conduct requires students to:

- *conform to reasonable standards of socially acceptable behavior;*
- *respect the person and property of others;*
- *respect the rights of others;*
- *preserve the degree of order necessary to the educational program in which they are engaged; and*
- *comply with the requests of school administrators, teachers, and staff.*

*The Code of Conduct, included as part of the VPA Board Policy Manual in **Appendix B.1**, designates sanctions for student noncompliance with the Code which shall:*

- *relate in kind and degree to the noncompliance;*
- *help the student learn to take responsibility for their actions; and*
- *be directed, where possible, to reduce the effects of any harm which may have been caused by the student's misconduct.*

VPA of West Virginia shall not discriminate on the basis of a protected class, including but not limited to race, color, national origin, age, religion, disability or sex in its discipline policy and practices.

Supplemental Programming

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

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

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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, sporting events, etc. These events are 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 student. 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 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.

Supplement Programming for High Schools ONLY

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

The VPA of West Virginia will not offer athletic supplemental programming that is governed by the West Virginia Secondary Schools Activities Commission, so the rules do not apply.

School Calendar and Schedule

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

- **Sample school-year calendar**
- **Sample one-week student schedule for every grade (or grade span) the school proposes to offer at capacity**
- **Sample one-week student schedules for students with exceptionalities, English as a Second Language learners, those at-risk of dropping out, and gifted students, as per state regulations**
- **Sample one-week staff schedules for each staff type (e.g. lead teacher, instructional aide, teaching coach)**

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*Virtual Preparatory Academy of West Virginia will utilize the flexibility of a learn at your own pace program. Yet, it will have a standard school calendar of 180 student instructional days and expect students to adhere to the minimum daily instructional time including 5.25 hours for grade K-5 students, 5.5 hours for grade 6-8 students, and 5.75 hours for high school students. The calendar, in **Appendix A.4** is based on two semesters.*

*A Virtual Preparatory Academy of West Virginia teacher's workday will be from 8:00 am – 4:30 pm, Monday thru Friday. During this time, teachers may be working with their students 1:1 over the phone or in a web conference, in small and whole class live instruction, or face-to-face during state testing or educational field trips. Students will also interact with teachers through asynchronous communications including course email, assessment feedback, message board posts, etc. Teachers are provided guidelines on instructional best practices and encouraged to follow them but do have the flexibility to determine instructional needs of each of their students. Teachers also have a great deal of data at their fingertips to see which of their students are mastering learning standards. They are provided the instructional content, tools, and training to personalize learning for every student including making decisions on the frequency of synchronous sessions needed for their students. As a result, no day is the same. A sample daily student schedule is included in **Appendix A.5**.*

Students are served up their course assignments automatically in the AMP system. Students will receive 100% of their instruction remotely, with the exception of state testing. Core subjects average an hour per subject per day. These times could be shorter or longer as it just depends on each student's ability to master concepts and how much support they need. Teachers will assign additional supplemental curriculum and provide additional supports as needed. Students who learn quicker can move forward in their lessons.

Virtual schools offer the flexibility for students, teachers, and parents to focus on learning outcomes. Unlike site-based schools that follow a bell schedule where time is lost on changing classes, transportation, and classroom management issues, the virtual school model is a pure instructional model and the schedule reflects that.

Note: Virtual charter schools utilizing a learn at your own pace program are not required to meet statutory minimum instructional time requirements; however, applications for such schools shall include in this section a detailed description of how sufficient opportunities for learning and engagement will be provided to allow mastery of course content.

Parent and Community Involvement

New Schools

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

VPA of West Virginia recognizes that parents/guardians are most engaged when they have meaningful opportunities to shape school programs and provide input. Parents/guardians will have the ability to participate in town hall type dialogue or question and answer sessions with school administration periodically. Parent/guardian input will be collected through surveying multiple times per year. The School Services Team will reach out to state and local health and family services agencies to assist families who need these services. VPA of West Virginia's Board and Head of School will work closely to develop strategic partnerships, and to define what those strategic partnerships will involve. The school may seek partnerships with higher education institutions for teacher recruitment, and collaboration on educational research. The

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school may seek partnerships with the Boys & Girls Clubs or YMCA/YWCAs in the state to support student participation in these outstanding youth organizations.

One means of stakeholder involvement is participation in the Board's regular meetings. When a board meeting notice is posted, VPA of West Virginia Board's draft agenda will be included so that stakeholders - as well as the public - can attend and offer public comment either generally or on a specific agenda item. The Board may also seek stakeholder comment on proposed board initiatives via a request for written comment or an invitation to provide oral comment at a board or committee meeting. Although not yet formally addressed by VPA of West Virginia Board, the Board may choose to include stakeholders on standing or ad hoc board committees. The Board is committed to continuously evaluating its efforts to promote stakeholder involvement and ensuring that stakeholders have a voice.

While VPA of West Virginia's model is based on a virtual learning experience, VPA of West Virginia fully acknowledges that in-person engagement is essential for reaching students and families who may not have access to online services and/or digital media. After approval, VPA of West Virginia will hold frequent, publicly available community meetings, information sessions throughout the year, as well as using the email list serve to continue to communicate news, progress, and school achievements to interested parties in the community. Our goal is to create a network of regional support where families can support one another, identify local tutoring and mentoring opportunities, and feel affiliated with a school community.

*Lastly, an integral part of preparing students for success in college and career endeavors is to build relationships and foster early opportunities for the transition after high school. Studies have shown that connection with a college and participation in dual enrollment programs increase the likelihood that students will not only graduate from high school but enroll and successfully complete undergrad and graduate programs in college (Karp, Calcagno, Hughes, Jeong & Bailey, 2007). In order to cement the opportunity for future success, VPA of West Virginia has, and will continue to, discuss collaboration available with local college and university campuses, including West Virginia University, Marshall University, Bluefield State College, Fairmont State University, West Virginia Wesleyan, and others. Specific conversations are already in place with Dr. Ben Martz, the dean of the College of Business and Interim Provost at Shepherd University. Dr. Martz has provided a Letter of Support for VPA of West Virginia, which is included as **Appendix A.13**.*

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Special Populations and At-risk Students

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

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

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 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 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

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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.

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 are in 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 that 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.

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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.

Allowing for Differences in English Language Skills and Ethnic Background

Evaluations must consider the child's English language skills and ethnic background to ensure that the testing and evaluation will be equitable for children of any race or culture. Tests will be given in the native language or mode of communication that is most likely to give accurate information on what the child knows and can do academically, developmentally, and functionally, unless it is clearly not feasible. Upon enrollment in 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 that qualify for the alternative state assessment, West Virginia Alternative Summative Assessment (WVASA), will utilize a comprehensive program using an alternative curriculum which will include core content, social skills instruction and daily living skills based on individual needs. Instruction will follow the West Virginia Alternate Academic Achievement Standards.

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

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

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readers, dictation and word prediction software, large monitors, alternative keyboards and mice, and other AT as specified in the students' IEP.

Transition

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

Progress Monitoring

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

Disproportionality

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. In addition to cultural sensitivity and awareness training, the following practices will be implemented to ensure students are found eligible for special education services without unjust bias:

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

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

Staffing

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.

STUDENT RECRUITMENT, ENROLLMENT, AND RETAINMENT

Student Recruitment

New Schools

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

As a statewide virtual charter school, the school will have a statewide outreach plan.

A diverse marketing plan will be developed that reflects the mission, vision, and unique offerings of VPA of West Virginia. The 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 | <i>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.</i> |
| Search Engine Marketing | <i>Search engine marketing will cover a wide spectrum of lead generating activities including paid or sponsored listings on search engines, directories (ex: Google business, greatschools.com), and deploying strategies for search engine optimization (SEO) intended to achieve higher ranking in search results.</i> |
| Social & Display Marketing | <i>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.</i> |
| TV/Radio | <i>TV/ Radio ads representing the benefits of the VPA of West Virginia offering, targeting desired demographics.</i> |
| Direct Mail | <i>Direct mail pieces sent to identified geographic and demographic targets with measurable outcomes.</i> |
| Events | <i>Promotional events in large, target areas. These events would be run by a school representative and discuss the school’s mission and program offering.</i> |
| Email Campaign | <i>Series of emails to inform families of school activities, enrollment dates, events, etc. Email content will also be available in Spanish.</i> |

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| | |
|----------------------------------|---|
| <i>Collateral</i> | <i>ACCEL Schools will develop VPA of West Virginia specific literature that 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.</i> |
| <i>Enrollment Center Support</i> | <i>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 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.</i> |

Fair Lottery

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

Notification of the lottery will serve as public notice of an official meeting, even if no action(s) are anticipated to be taken by members of VPA of West Virginia Board at the time of the lottery.

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

- 1. Applicants will receive confirmation of being in the lottery, and the date, time, and place of the lottery.*
- 2. The lottery will be conducted by a designee and be overseen by a delegated member of the VPA Board.*
- 3. 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.*
- 4. 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.*
- 5. Once an applicant is selected, enrollment of that student is assumed for the remainder of the lottery process.*
- 6. The designee will monitor selections to ensure grade levels are not overenrolled.*
- 7. Any applicant student who is not offered enrollment will be placed on a waitlist.*

The enrollment proceedings will be aimed at reaching a target enrollment range for each school year, although unexpected increase or decrease of students can happen in various grades year over year. When over-demand and under-demand occurs within grade levels, the hiring of teachers will be

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adjusted to maintain the class size expectations set forth as a school. Unlike site-based schools with a limited number of seats to fill a classroom, virtual charter schools can be more flexible on grade level enrollment numbers.

Preferences

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

In accordance with W.Va §18-5G-11(a), VPA of West Virginia will give enrollment preference to “students enrolled in the public charter school the previous school year as the first preference and siblings of students already enrolled in the public charter school as the second preference”.

Enrollment Process

Describe the process that will ensure open enrollment with no selective admission criteria. How will you ensure that there are no explicit or implicit barriers to enrollment? Provide a sample application that is inclusive of the school’s primary recruitment area. Admission materials must include a non-discrimination statement indicating that all applicants, including those with exceptionalities, are eligible to attend.

Each year, VPA of West Virginia will announce its open enrollment period for any West Virginia parents or guardians who would like to submit an application for their student(s). These outreach activities will be conducted statewide via multiple marketing pathways as previously described.

If the number of applicants exceeds the capacity of the school or grade level, VPA of West Virginia will conduct a random selection lottery after first granting enrollment preferences for prior year students and then for a sibling of a current student enrolled in the school.

As a statewide school, VPA of West Virginia will admit any and all students who reside in the state, provided there is capacity to serve that student’s grade level per the annual enrollment goals for each year. All students are welcome.

Enrollment Process:

- 1. A parent or legal guardian should complete the digital or paper Application for Admission to VPA of West Virginia to be considered in the lottery process.*
- 2. Open enrollment occurs each year in February and March of the first year and January and February in subsequent years.*
- 3. Applications submitted up to the announced enrollment decision date will be reviewed by a designee for completeness, legal residence, and age/grade of student. Incomplete application forms will not be considered.*
- 4. A child must be five (5) years of age on or before July 1 in the school year enrollment is being applied for kindergarten.*
- 5. Notification of the lottery will serve as public notice of an official meeting, even if no action(s) are anticipated to be taken by members of the Board at the time of the lottery.*
- 6. If an enrollment lottery is required, it will be conducted based on the previously described guidelines.*
- 7. Once the lottery is complete, applicants will be notified by the designee of their status.*
- 8. Digital registration will be made accessible to applicants who received enrollment offers in the lottery process. If a family requires a paper enrollment form, they will be provided one. Families will have two weeks to complete the registration accurately and thoroughly, including the*

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submission of all compliance related documentation.

9. *Registrations that are not completed within the designated time, or applicants that cannot produce appropriate priority information, will forfeit enrollment offers.*
10. *Seat placement determinations are made following receipt of the completed, compliant registration.*
11. *If the number of lottery applications does NOT exceed seats available, parents/guardians that have submitted a lottery application have 1 week to complete registration. At the end of that week, the registration opens to the public and school enrolls until capacity.*
12. *As openings occur post lottery, applicants on the grade level waitlist will be contacted in the established order. Registration process access will be provided. Completion of the registration process is expected in two weeks order to prompt a seat placement determination.*
13. *VPA of West Virginia will continue to enroll students using this process until the established enrollment number is met and maintained.*
14. *A provision shall be made for the children with a sibling enrolled at VPA of West Virginia. If a child must be placed on a waitlist due to capacity issues, the child with an enrolled sibling will be granted priority.*

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

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

Retaining Students

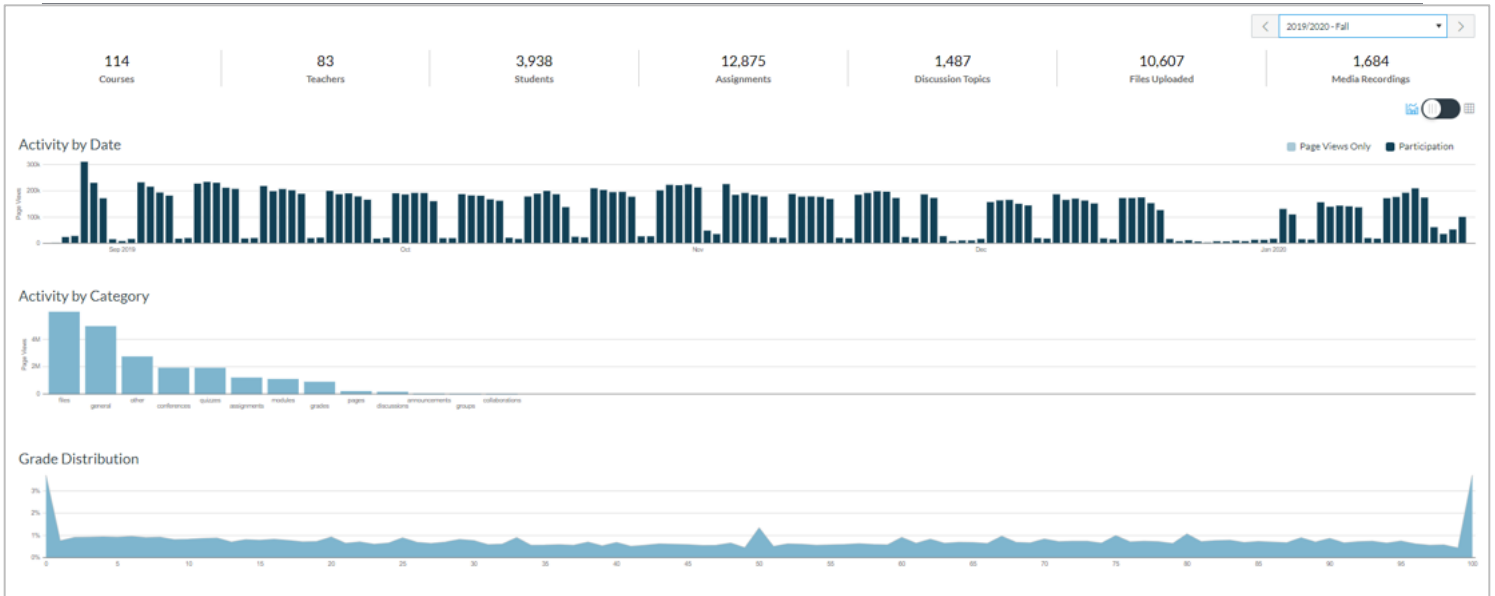
Explain how the school will commit to students so that they will stay at the school year over year.

The most successful retention plan begins by succeeding with the students that are already enrolled. By providing a high-quality, personalized educational program, sustaining relationships and connection, and meeting the needs of all students, VPA of West Virginia will create an offering that will ensure students want to continue their success in our virtual seats.

VPA will track in-year and year-over-year withdrawn students. This data is not only required per West Virginia charter school law, but it also provides the school valuable information each year on how to better serve students and their families.

Academically successful students tend to want to stay in the school they are currently enrolled. The AMP's Learning Management System provides a tremendous amount of data on where students spend their time in their courses (example shown below) and this information is valuable to get students unstuck in their learning process. We believe this, coupled with talented West Virginia teachers specifically trained to serve students in this educational model, provide the best opportunity for students to be successful.

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Teachers will be trained not only in their craft of virtual instruction, but also the purposeful partnership with parents. Virtual instructors must know how to navigate a high level of communication and support of the parent as a learning coach. Parents will participate in a formal annual satisfaction survey to help identify what the school is doing well and how the school can improve. The survey will measure items such as parent satisfaction with the curriculum, teachers, and other aspects of the program. The results will be used to ensure effective parent satisfaction in the program, drive school improvements, and maximizing each student's potential. These results will be provided to the VPA Board and, if desired, the authorizer.

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GOVERNANCE AND COMPLIANCE

Governing Board

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

The adopted by-laws provide for a board with a minimum of five voting members. Should there be a need to fill a vacancy or add a board member, the board would select its new member(s) in a manner that would ensure continued diversity of experience and commitment to student success in a virtual learning environment. Although the board has not yet formalized a procedure for this, such procedure would likely include identifying potential candidates, obtaining resumes, and meeting with the current board to assess the individual's experience and interest as well to ensure the candidate's alignment with the board's mission, vision, and ethics standards. The board would then make a final decision in selecting the new board member. The Board will be seeking at least two additional members who will be parents or guardians with students enrolled in the school. The Board's approved Bylaws in Article VI will guide their actions. The Board is committed to their development and will participate in training as required by the state or authorizer.

List of Initial Governing Board Members

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

The initial VPA governing board consists of five West Virginia residents. The board will add two parents/guardians once the school is opened. Current board members include:

Include the following information for each initial board member:

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1)

First Name: Brig. Gen. Christopher S.

Last Name: Walker

Phone Number: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED]

Board Chair Yes No

Area of expertise for the board:

- **School admin/leadership - YES**
- Law
- Special population (e.g. special ed, English learner, gifted, at-risk)
- Human resources
- Finance
- **Business operations - YES**
- Other:

Future Parent/Guardian:

Resides in the community:

Directly or indirectly involved in an education-related lawsuit:

Criminal background check completed:

- Yes No
 Yes No
 Yes No
 Yes No
-

2)

First Name: Daniel M.

Last Name: Casto

Phone Number: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED]

Board Chair Yes No

Area of expertise for the board:

- **School admin/leadership - YES**
- **Law - YES**
- Special population (e.g. special ed, English learner, gifted, at-risk)
- **Human resources - YES**
- **Finance - YES**
- Business operations
- Other:

Future Parent/Guardian:

Resides in the community:

Directly or indirectly involved in an education-related lawsuit:

Criminal background check completed:

- Yes No
 Yes No
 Yes No
 Yes No
-

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3)

First Name: Karen

Last Name: Hunter

Phone Number: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED]

Board Chair Yes No

Area of expertise for the board:

- School admin/leadership - **YES**
- Law
- Special population (e.g. special ed, English learner, gifted, at-risk)
- Human resources
- Finance
- Business operations
- **Other - Teaching**

Future Parent/Guardian:

Yes No

Resides in the community:

Yes No

Directly or indirectly involved in an education-related lawsuit:

Yes No

Criminal background check completed:

Yes No

4)

First Name: Elliot

Last Name: Simon

Phone Number: [REDACTED]

Street Address: [REDACTED]

City: [REDACTED]

Board Chair Yes No

Area of expertise for the board:

- School admin/leadership
- Law
- Special population (e.g. special ed, English learner, gifted, at-risk)
- Human resources
- Finance
- **Business operations - YES**
- Other

Future Parent/Guardian:

Yes No

Resides in the community:

Yes No

Directly or indirectly involved in an education-related lawsuit:

Yes No

Criminal background check completed:

Yes No

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5)

First Name: *Cindy*

Last Name: *Burkholder*

Phone Numbers: 

Street Address: 

City: 

Board Chair Yes No

Area of expertise for the board:

- School admin/leadership
- Law
- Special population (e.g. special ed, English learner, gifted, at-risk)
- **Human resources - YES**
- Finance
- Business operations
- Other:

Future Parent/Guardian:

Resides in the community:

Directly or indirectly involved in an education-related lawsuit:

Criminal background check completed:

Yes No

Yes No

Yes No

Yes No

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Bylaws

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

- Not be an employee of, or receive compensation from, the charter school administered by the governing board;
- Not be an employee of an ESP that provides services to the charter school;
- File 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 public charter school or have other business dealings with the school, the management organization of the school, or any other public charter school;
- Participate in training for new governing board members provided by the West Virginia Department of Education; collectively possess expertise in leadership, curriculum and instruction, law, human resources, and finance; and be considered an officer of a school district under the provisions of W.Va. Code §6-6-7 and that removal from office shall be in accordance with the provisions of that section;
- Not be a member of the authorizing county board of education; and
- Provide documentation of and explanation for any education-related actions taken, legal or otherwise, against them for academic, financial, or ethical concerns. These actions may relate to education generally and/or the operation of charter schools specifically.

*The VPA of West Virginia Board Bylaws are included as **Appendix B.2**.*

Board Policies

Describe all policies the board will have that will create a highly effective governance structure. Include, at a minimum:

- A policy to ensure against fiscal mismanagement;
- A policy for budget-creation, review, approval, and amendment to maintain fiscal stability;
- Personnel policies to be included in a staff handbook, which, at minimum, shall include:
 - staff responsibilities
 - performance management processes and plans for administrators, teachers, other instructional personnel, and other staff
 - employment practices and policies, including those covering due-process procedures for staff
 - whistleblower policy
- A student discipline policy, allowing for appropriate due process for all students, including students with exceptionalities and consistent with state and federal laws;
- Fiscal and internal control policies;
- A student safety policy that includes how the school will obtain criminal history checks of every staff, board, and volunteer; and
- A dispute resolution policy, which defines how parents/guardians, students, and staff can file a complaint, and the role the governing board will play in resolving disputes.

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Include all proposed and active board-approved policies as appendices to this application.

*The VPA of West Virginia Board Policies is included as part of **Appendix B.1**, the Board Policy Manual.*

School Ethics Standards

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

*The Board approved Ethics Policy is included as part of **Appendix B.1**, the Board Policy Manual.*

Insurance

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

- *General Liability Insurance- \$1M each occurrence, \$2M Aggregate*
- *Directors & Officers Coverage- \$1M limit*
- *Employment Practices Liability Coverage- \$1M limit*
- *Umbrella Coverage- no less than \$3M*
- *Third Party Liability Coverage*
- *Non-Owned/Commercial Auto Coverage*
- *Educators Professional Liability Insurance*
- *Improper Sexual Conduct Liability Supplemental coverage*
- *Crime Insurance- \$300k limit*
- *Worker's Compensation*

Student Document Retention

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

All student data and documents are stored in a cloud-based software as a service. All systems are redundant and FERPA compliant. All work product data is stored in the cloud and backed up on a regular basis. Systems and tools leveraged for this purpose include:

- *Microsoft*
 - *O365 Backup as a Service*
 - *Axcient's X360 Cloud platform*
 - *Monthly system administration*
 - *Daily verification of backup summary*
 - *Weekly backup audits*
 - *Alerting and notification to failed backups*
 - *Data recovery, per requests*
- *Google*
 - *Backupify*

In addition to backup systems, other security protocols are leveraged such as:

- *Microsoft Advanced Threat Protection*

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- *Microsoft Intune to preserve hardware/software configuration standards (Windows Laptops)*
- *Google G-Suite policy lockdown to preserve hardware/software configuration standards (Chromebooks)*
- *GoGuardian for activity tracking and content filtering (Chromebooks)*
- *Meraki Content Filtering to preserve safe Internet activity (School Location Only)*
- *Sophos Anti-Virus*
- *Multi-Factor Authentication (MFA) to secure all Microsoft account access*

Compliance for Special Populations

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

VPA of West Virginia will comply with all state and federal requirements for meeting the needs of all learners. Details regarding the plan for special populations, including students with exceptionalities, testing procedures, staffing, etc. is all provided in the response to the special populations question.

Food Service

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

VPA of West Virginia will not be operating with students in a facility, so transportation, food service, facilities management, health, and nursing services are not applicable.

PUBLIC CHARTER SCHOOL APPLICATION

HUMAN CAPITAL

School Leader

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

Recruiting a School Leader

VPA of West Virginia will begin recruitment by advertising on widely used education-focused job boards including the WV K-12 Education Job Bank, Education Week, SchoolSpring, LinkedIn, indeed, Handshake, university sites, as well as recruit using one-to-one and event strategies. We will conduct a thorough interview process. Interviews are conducted by veteran online school leaders and questions specifically address leadership and instruction in the online school environment. Once top candidates are identified, Accel will conduct comprehensive reference checks to include recent supervisors. Accel will narrow down the finalists for the Head of School position and include the Board in the final interviews. The final decision on the Head of School will be a collaboration between the School Board and Accel. Ideally, the Head of School will be hired in the Spring with a start date in June.

Retaining a School Leader

The company employs several staff retention strategies including:

- Regular benchmarking is done to ensure salaries are competitive, and the company assesses our compensation structures annually to ensure they are structured to recognize educational attainment and professional experience in an online setting.
- Professional development is a key part of our offering and includes topics such as online student engagement, boosting achievement in the online environment, SEL in the online environment, and working with subgroups in the online environment.
- Lead Teacher or Teacher Mentor are available for those looking for professional development, and internal mobility is supported and encouraged to allow employees to grow their careers.
- The Accel HR department includes employee relations professionals who work closely with school leadership and support staff to address any workplace concerns that may arise. Recently, the company began doing electronic surveys of new hires post-onboarding. When asked about feeling welcome at work, the average score was 4.6 out of 5 (with 5 being the most favorable). This rating is reflective of Accel online school staff sentiment. At the end of the 2019-20 school year, 89% of Accel online school staff intended to return with 92% of those employees currently active.

Evaluating a School Leader

VPA will utilize WVBE Policy 5800, Standards of Professional Practice for WV Superintendent, Principals, and Teacher Leaders including the Standards for Superintendents/Principals:

1. Demonstrates Interpersonal and Collaborative Skills
2. Creates a Clear and Focused Learning Mission
3. Facilitates Rigorous Curriculum, Engaging Instruction, and Balanced Assessments
4. Builds and Sustains a Positive Learning Climate and Cohesive Culture
5. Promotes Continued Professional Growth and Attracts and Retains Quality Staff
6. Acts as a Student Advocate and Creates Support Systems for Student Success
7. Manages Operations to Promote Learning
8. Connects to Families and the Larger Community
9. Effects Continuous Improvement

PUBLIC CHARTER SCHOOL APPLICATION

School Staff Structure

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

*A Staffing Chart is included below. In the first year of operation, and through the fifth year, administrative roles will remain the same with one Head of School, one Principal (with an additional Principal to be hired in year 4), one Operations Manager, one Registrar, one Administrative Assistant and one Attendance/Testing Officer. Support staff includes a Student Services Coordinator, Success Coaches, Counselors, and ELL Teacher, a Manager of Special Education, a Coordinator of Special Education, a Special Education Registrar, and Special Education Teachers. Full Job Descriptions for all staff can be found in **Appendix A.6**.*

| VPA of West Virginia Staffing (FTE) | | | | | |
|--|----------------|----------------|----------------|----------------|----------------|
| | SY22-23 | SY23-24 | SY24-25 | SY25-26 | SY26-27 |
| Enrollment Projection | 600 | 1000 | 1400 | 1600 | 2000 |
| Administration | | | | | |
| Head of School | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Principal | 1.0 | 1.0 | 1.0 | 2.0 | 2.0 |
| Operations Manager | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Registrar | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Administrative Assistant | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Attendance/Testing Officer | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| General Education Teachers | | | | | |
| Grade K-5 | 5.3 | 6.2 | 10.0 | 11.6 | 12.4 |
| Grade 6-12 | 12.0 | 24.0 | 31.7 | 36.0 | 48.0 |
| Total | 17.3 | 30.2 | 41.7 | 47.6 | 60.4 |
| Student Support Services | | | | | |
| Student Services Coordinator | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Success Coaches | 2.0 | 4.0 | 5.0 | 5.0 | 7.0 |
| Counselors | 1.0 | 2.0 | 3.0 | 4.0 | 5.0 |
| ELL Teacher | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Special Education | | | | | |
| Manager of Special Education | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Coordinator of Special Education | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Special Education Registrar | 0.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Special Education Teachers | 6.0 | 10.0 | 14.0 | 16.0 | 20.0 |
| Totals Above (FTE) | 36.3 | 57.2 | 74.7 | 84.6 | 104.4 |

PUBLIC CHARTER SCHOOL APPLICATION

The proposed student to teacher ratios are listed in the chart below. Elementary ratios are set at 45:1, which is an intentional, research-based and appropriately sized group for elementary school virtual instruction. A 2019 study found that “increasing online class sizes had a positive impact on achievement until the number of students reached 45, but a negative one if numbers increased beyond that level” (Lin, Bae & Zhang). High school teacher ratios will vary by subject with Math, ELA, and Science being lower than some elective course ratios. The overall average student to teacher ratio is 25:1 across all grade levels.

| General Education Teachers | Ratios (Students:Teacher) |
|----------------------------------|---------------------------|
| General Ed Teaching Staff (K-5) | 45:1 |
| General Ed Teaching Staff (6-12) | 30:1 (per course) |
| ELL Teaching Staff | 20:1 |
| SPED Teaching Staff | 18:1 |

Service Providers

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

VPA of West Virginia will hire West Virginia state licensed special education teachers to serve students with exceptionalities. Additional services, outlined in the chart below, are provided by Enable My Child.

| ENABLE MY CHILD |
|---|
| SERVICES |
| <u>Related Services Therapy</u> |
| Physical Therapy Services |
| Occupational Therapy Services |
| Special Language Therapy Services |
| Virtual Visual Impairment (VI) services |
| Orientation & Mobility Services |
| Applied Behavior Analysis (ABA) services |
| Board Certified Behavior Analyst (BCBA) services |
| Board Certified Assistant Behavior Analyst (BCBA) services |
| Audiologist |
| <u>Counseling Services</u> |
| Counseling |
| Social Worker |
| School Psychology services |
| <u>Teaching</u> |
| Special Education Teacher / Intervention Specialist |
| Teacher of the Visually Impaired |
| Teacher of the Deaf and Hard of Hearing (Direct and Consultative) |
| Mental Health Professional Development Training Course for Staff |
| Social Emotional Education Classes – School Wide Model |

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| <u>Evaluations</u> |
|---|
| Physical Therapy Evaluations |
| Occupational Evaluation |
| Speech Language Evaluation |
| Board Certified Behavioral Analysis |
| School Basic Psychology Evaluation |
| School Comprehensive Psychology Evaluation |
| Intervention Specialist Evaluation |
| Audiologist Evaluation |
| Teacher of the Deaf and Hard of Hearing Evaluation |
| <u>Miscellaneous</u> |
| Live Sign Language Interpretation |
| Live Closed Captioning Services |
| Progress Reporting |
| IEP Prep (for therapists working hourly) |
| Staff Consultation (OT, PT, SLP, or Behavioral Therapy) |
| Assistive Technology |

Operations Capacity

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

*The staffing chart in **Appendix A.7** denotes the title of each staff person responsible for key LEA functions. For several LEA functions, ACCEL will be providing support services to the school-based staff to ensure they are successful. **Appendix A.3** has the biographies of key ACCEL team members that will be supporting VPA Of West Virginia in these roles as part of the ESP agreement. The ACCEL team has, collectively, hundreds of years of virtual school operational experience.*

For start-up activities, ACCEL has a dedicated project management team who will guide school launch activities. ACCEL's EVP of Online Schools and the Sr. Director of Online School Operations will work closely with the VPA School Board to keep them abreast of launch activities.

The Board has budgeted for a dedicated Operations Manager in Year 1. This person will take a leadership role for ensuring many of the non-academic responsibilities are managed including:

- School office- working with the landlord and ACCEL's VP of Facilities to ensure the school office is maintained.*
- Data reporting- The Operations Manager will work closely with several ACCEL support teams to ensure data reporting is accurate and timely and the school remains compliant with state/federal programs.*
- Supporting the Head of School with HR related issues. The ACCEL team will be providing HR services for the school, but the Operations Manager can serve as the liaison, relieving the Head of School of that responsibility.*

The ACCEL School Finance team will provide day-to-day accounting and will provide internal reports to the Head of School and Board Treasurer that will show detailed budget-to-actual expenses each month.

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The school will hire a dedicated Attendance and State Testing Coordinator in the first year of operation, and this person will handle most of the duties associated with the planning, logistics, administration, and security of state testing. The State Testing Coordinator will support the Head of School and teachers in seeking to have a 100% student testing participation rate. This person will also work with the teachers to monitor and report student attendance, and also support teachers and the Head of School with any mandated truancy proceedings.

The ELL Coordinator will be responsible for coordinating compliance and service to English Learners.

The Special Education Manager will coordinate the service and compliance related to students with disabilities.

The Student Services Coordinator will coordinate service and compliance related to homeless students. This person will also oversee the Student Health and Welfare program, ensuring the school provides optional health screenings to students as a part of in-person school events.

The Head of School will take a leadership role for the Federal Program Administration and Federal Program Implementation. However, he/she will be supported by the ACCEL School Operations and Federal Programs teams who will provide guidance on programming and compliance with these grants.

The Head of School will take the lead on ensuring compliance in transparency in governance. Board counsel and board policy will guide the school's actions. The school will also have a dedicated Registrar who will carry out these duties under the oversight of the Head of School. The Head of School will also be responsible for ensuring protection of student rights.

The school will keep an organizational chart and roles and responsibilities document defining the responsibilities of the Head of School vs. other school roles. This will allow for accountability for the person responsible for each school function.

Additionally, the Board will require the Head of School to provide a monthly report on the academic progress of students and implementation of the academic program. This will keep the Head of School focused on student progress and learning outcomes.

Other staff members, with non-academic responsibilities, can provide separate reports to the Board and not burden the Head of School.

Staffing Plans, Hiring, Management, and Evaluation

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

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

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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. We will work tirelessly to raise student achievement, regardless of historical barriers, while committed to participating in ongoing professional development, job embedded instructional coaching, and embracing a growth mindset.

In order to ensure the best quality of educators, we will recruit candidates that we believe will: embody the core values of the school, participate in continuous, research-based professional development to hone their craft, demonstrate a passion for personal improvement, are willing to be held accountable for student learning, and who will effectively and regularly communicate with parents, other teachers, and the school leadership. We will provide numerous professional development opportunities for our teachers, will support them with a full time, online trainer, and will reward teachers for high quality performance.

We will advertise positions on widely used education-focused job boards including The WV K-12 Education Job-Bank, Education Week, SchoolSpring, Teacher-Teachers, LinkedIn, Indeed, Handshake, university sites, as well as recruit using one-to-one and event strategies. We will conduct a thorough interview process with multiple stages to identify top candidates. Once top candidates are identified, we will conduct comprehensive reference checks to include recent supervisors.

Compensation and benefits are key recruitment and retention tools. Some strategies employed to recruit desirable candidates include:

- *Using salary structures that recognize educational attainment and experienced teachers' prior years in the classroom;*
- *The use of sign-on bonuses when credentialed teachers are in short supply;*
- *The use of performance-based incentives that are tied to student and school achievement;*
- *The opportunity to participate in supplemental activities such as tutoring programs;*
- *The opportunity to perform supplemental duties such as Lead Teacher or Teacher Mentor;*
- *An affordable and attractive set of health, education, and supplemental benefits.*

All VPA of West Virginia school staff will receive annual performance evaluations and VPA will utilize the state-specific evaluation instruments and standards as a basis for staff evaluation. All teachers, assistant principals, and principals must receive annual evaluations utilizing the WV Educator Evaluation System.

VPA will utilize the WV Professional Teaching Standards adapted for a virtual school delivery model including:

1. *Standard 1: Curriculum and Planning*
2. *Standard 2: The Learner and the Learning Environment*
3. *Teaching*
4. *Professional Responsibilities for Self-Renewal*
5. *Professional Responsibilities for School and Community*

We will also utilize the Standards for Teacher Leaders for teaching staff that take on additional leadership roles.

VPA will utilize the WV School Counselor Performance Rubrics which include the five standards of:

1. *Program Planning, Design, and Management*
2. *Program Delivery*
3. *Data-Driven Accountability and Program Evaluation*
4. *Leadership and Advocacy*
5. *Professional Growth and Responsibilities*

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VPA of West Virginia and ACCEL will provide equal employment opportunities to all employees and applicants without regard to race, color, religion, sex, ancestry, national origin, genetic information, citizen status, age, pregnancy, handicap or disability, gender including gender identity or expression, sexual orientation, marital status, civil union or domestic partner status, military status, or status as a veteran, or bankruptcy in accordance with applicable federal, state, and local laws. In addition, the school will comply with applicable federal, state, and local laws governing nondiscrimination in employment. See the Personnel Policies included in **Appendix B.1**, the Board Policy Manual.

The school will also comply with the Americans with Disabilities Act and will provide reasonable accommodations for qualified individuals with disabilities as required by law.

The school will comply with all other federal and state employment statutes. ACCEL school-based staff at VPA will be at-will employees and may, at its sole discretion, take any appropriate action up to and including termination of employment, depending on the circumstances of the situation.

VPA of West Virginia will offer a competitive compensation and benefits package to teachers and staff, however, the VPA Board and Head of School will work with the ACCEL HR support team to review state salaries by position to ensure they are competitive within the state. Most of this research has been completed and is reflected in the salaries in the school budget.

The school will identify a base starting salary and then use a point system that would provide additional pay based on several factors including but not limited to years of teaching experience, especially in a virtual school, advanced degrees or professional licenses, licensed teachers in subjects where there is short supply, teachers willing to take on supplemental roles at the school, and teachers with unique skills.

The school budget reflects an average teacher salary of \$55,000 in Year 1 with an average 3% merit increase annually. The Board has planned for a performance bonus allocation of 4% of payroll, to be distributed based on a mix of successful school outcomes and individual achievements. This annual bonus allocation scales accordingly with increased staff in future years.

VPA of West Virginia will conduct background checks and fingerprinting on all job candidates after a contingent offer of employment has been extended. The school may use a third-party administrator to conduct the background checks/fingerprints, and the background checks/fingerprints will be compliant with state and federal laws.

All educators at VPA of West Virginia must receive a clearance certificate issued by the state before they are employed. For the issuance of a new clearance certificate for an educator employed at the school, the individual must have satisfactorily completed a criminal record check and not hold a revoked or suspended educator certificate in any state.

The VPA Board will be provided reports of all proposed teaching, student support, and administrative staff and their credentialled licensing to ensure the school is adhering to its commitment to hiring high quality teachers. The VPA Board will also be provided the results of the annual staff evaluations, staff surveys, staff retention plans, and any other HR related issue that requires their involvement.

Professional Learning

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

Effective professional development is also key to maximize success in improving student achievement. All staff will receive numerous hours of professional development related to student engagement, boosting

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achievement, Social Emotional Learning (SEL), working with subgroups, and other topics - all as they are encountered in the online environment. Professional development will be provided using both in-person and online modalities. Along with participation in monthly online professional learning communities, staff will be trained in techniques of differentiated instruction, enabling them to identify students' learning styles and to create learning activities compatible with the students' needs. At the same time, the staff will be trained to use various assessments and how to interpret those results to personalize instruction based on individual student needs. The Assistant Head of School will be responsible for the annual professional development plan and will work with the Head of School and ACCEL Schools Senior Director of Operations to create it.

The ideal teacher hire will have prior teaching experience at both brick-and-mortar schools and in online environments. Prior to beginning their work with students, staff will receive 10 days of robust staff development via both synchronous live training sessions and asynchronous course work. Additional training will be scheduled during the school year usually at the beginning or the end of the workday. Asynchronous training course work will be completed in the same Learning Management System that students will use, helping teachers to understand the student learning experience more deeply. Specific attention will be paid to topics such as how to build and maintain student engagement, using data to inform instruction and differentiation, how to reach all learners through Universal Design for Learning, identifying and addressing skill gaps, boosting achievement within at-risk student subgroups and other topics as needed. Please see the below for a non-exhaustive list of training content.

| Focus | Topic | Success Criteria |
|-----------------------------------|---|---|
| <i>Learning Management System</i> | <i>Canvas Basics Canvas and the Instructional Model Communicating in Canvas Canvas Student and Teacher Dashboard Curriculum Maps and Canvas Online Course Set Up Gradebook Set Up Video Conferencing Tools and Best Practices</i> | <i>Synchronous Training Session Participation, Asynchronous Course Deliverables, Completion of Course Set Up Checklist, Gradebook Set Up, and Live Session Set Up</i> |
| <i>Curriculum</i> | <i>Core Curriculum–Courses Types and Content Supplemental Curriculum</i> | <i>Synchronous Training Session Participation, Asynchronous Course Deliverables</i> |
| <i>Instruction</i> | <i>Instructional Model by Grade Band The Learning Cycle Small Group Instruction Using Data to Inform Instruction</i> | <i>Synchronous Training Session Participation, Asynchronous Course Deliverables</i> |
| <i>Student Information System</i> | <i>PowerSchool for Administrators PowerSchool for Teachers</i> | <i>Synchronous Training Session Participation, Asynchronous Course Deliverables</i> |

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| | | |
|--------------------------------------|---|---|
| <i>Assessments</i> | <i>iReady, Mastery Connect, State Formative and Summative Assessments</i> | <i>Synchronous Training Session Participation, Asynchronous Course Deliverables</i> |
| <i>Special Education</i> | <i>Basics and Compliance IEP Goals and Implementation Specialized Services Parent Participation</i> | <i>Candidate is judged proficient by session leader.</i> |
| <i>Student Services and Supports</i> | <i>Best Practices in Student Orientation and Onboarding Using Data to Inform Engagement Engagement Intervention</i> | |

VPA of West Virginia will use the Quality Matters National Standards for Quality Online Teaching to guide teacher professional development.

Organizational Structure

Describe the organizational structure, providing clear lines of authority and reporting between the governing board, school administrators, staff, any advisory bodies or parent/guardian and teacher councils, and any external individuals or organizations that will play a role in managing the charter school, including, but not limited to, ESPs.

For this section, please reference the school organization chart in Appendix A.7.

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 the school leader, setting goals for measuring academic success, allocating resources appropriately and approving an annual budget, approving school policies and procedures, and fundraising for the school. As an initial matter, the Board has assessed the ACCEL program and services to ensure alignment with its priorities and is actively negotiating the management agreement so that the Board and Accel are equal partners with a clear view of each other’s responsibilities.

The VPA Board is committed to being knowledgeable about laws and regulations governing the school and will seek guidance from board counsel and participate in annual training as required by the West Virginia Professional Charter 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 interests and keep students’ academic success as a foremost priority.

ESP-Managed Schools ONLY

Day-to-Day Education

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

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employees will be hired by the ESP and which will be hired by the school.

*All school-based staff in the staffing 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 board as their customer. ACCEL's shared services are described in the ACCEL management agreement and fee schedule and will be fulfilled by the key ACCEL team members as listed in **Appendix A.8**. This is not an exhaustive list of ACCEL team members who will support this school. Accel's EVP of Virtual Schools has the responsibility to ensure that ACCEL is delivering on the services and support they promised in the agreement and that VPA of West Virginia is academically, operationally, and financially successful.*

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Governance

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

The VPA Board understands the school's obligations of being its own LEA and is prepared to support the school compliance with these responsibilities. The 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. ACCEL is responsible for supporting the VPA under the Board's direction and pursuant to the terms of the services agreement negotiated by the parties.

Contract

In an appendix, provide the proposed contract between the School and the ESP. Ensure that the proposed contract includes the following: (1) duration of contract; (2) annual fees and the services that the fees support including any additional fees and their purpose; (3) description of the roles and responsibilities of the school's governing board, the charter school's staff, and the ESP; and (4) how the school's governing board will evaluate the ESP's performance, including the evaluation measures and timelines; (5) how the governing board will oversee the contract and enforce the deliverables; (6) how the governing board will oversee the finances, including monthly detailed budget versus expense reports with explanations; (7) process for an annual review of the ESP's educational and operational practices that it found particularly effective, which the governing board will present to the authorizer; and (8) how the school can terminate the contract and retain all student data and resources purchased for the students.

*The draft agreement with ACCEL Online East, LLC is included in **Appendix A.8**.*

Conflict of Interest

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

None of the five founding VPA of West Virginia board members have any conflict of interest with ACCEL Schools including but not limited to (1) Any interests or entanglements in the ESP, its parent companies, or subsidiaries held by members of the governing board; (2) Any investors, interest holders, subsidiaries, etc. in the ESP; and (3) Disclosure and explanation of any existing or potential conflicts of interest between the governing board and the proposed ESP or any affiliated business entities.

Section 6.13 of the Board's Bylaw addresses Conflicts of Interest.

FACILITIES

New Schools

Public or Independently-owned facilities

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

Virtual Preparatory Academy of West Virginia will open a modest administrative office in the metro-Charleston area. Much of the staff will work remotely. The office will include at least one meeting room, several closed-door offices, a locked storage room, an IT closet, small staff breakroom, and temporary offices for visiting school staff or ACCEL support staff. The office will be ADA compliant.

The school board will be the lessee and a board member representative will participate in the facility search. Accel will present two or three finalist facilities for the board representative to tour and review the terms. The school board will work with the Head of School and counsel to finalize the terms of the lease, which will not exceed the term of the charter agreement.

Facilities for state testing or all-staff meetings will be rented as needed.

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FINANCIAL PLAN

Financial Plan

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

Sound financial management and oversight are critical functions and responsibilities of the Virtual Preparatory Academy of West Virginia Board. Per West Virginia Public School Accounting practices and the oversight of the School Board, ACCEL Schools will track the school financials and the accounting system will be organized and operated on a Fund Basis under the Modified Accrual Accounting method. Proprietary and Non-Expendable Trust Funds will be reported under the Full Accrual Basis of Accounting.

ACCEL Schools provides all services related to Accounting including Accounts Payable. Services include:

- *Serve as an invoice payment processor for VPA of West Virginia for school operations invoices.*
- *Reconciliation of bank and credit card statements*
- *Run payroll services and reporting.*
- *Data entry and payment issuance for approved vendors and expenses.*
- *Management and reporting of expense claims.*
- *Reconciliation of account receivables and payables.*
- *Preparation and management of cash flow forecasting and reporting.*
- *Preparation and distribution of common reports.*

ACCEL Schools provides all employment/payroll services including filing of required tax reports, related payments, and employee W-2s.

All ACCEL invoices will be reviewed by the Board Treasurer prior to being presented to the full Board for approval.

Five-Year Budget

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

*Five Year budget is provided in **Appendix A.9**.*

The proposed five-year budget is for the 2022-23 fiscal year through the 2026-27 fiscal year and includes enrollments of 600 students in year one, 1,000 students in year two, 1,400 students in year three, 1,600 students in year four and 2,000 students in year five.

In our five-year budget, 90% of total state basic aid funding equates to a sum of \$6,500 basic aid per funded pupil and a blended district estimate of \$4,000 of local share per funded pupil. This is based on research via the West Virginia Board of Education website and audited school financial reports. Additionally, we use an incremental Special Education funding assumption of \$1,000 per student. No

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federal funds were included in the proposed budget.

Funded enrollments, or the percent of total enrollment expected to receive 100% of possible per pupil funding, is budgeted at 90% per state guidance. It is expected that this is a conservative estimate based on similar virtual schools and planned efforts to ensure student engagement.

Most school expenditures are variable costs based on student enrollment and subsequent staffing ratios. Fixed costs represent a much smaller percentage of total costs. Examples of some of the fixed costs include Office Expenses and Office Rent.

The budget assumes a 3.0% inflation cost increase year-over-year of all appropriate items.

Salary assumptions were based on West Virginia-specific market research and include year-round staffing needs. ACCEL Human Resources uses comprehensive market data to attain the most up to date salary information.

Staffing benefits cost assumptions include health benefits at 15% of salaries, and 17.16% for taxes and retirement benefits. All school-based staff will have health benefits and a 401(k) retirement plan through ACCEL Schools. Additionally, a 3% annual salary raise was budgeted, as well as 4% of payroll budgeted as the initial bonus allocation for year 2022-23. This bonus allocation covers all school-based staff. This annual bonus allocation scales accordingly with staff in subsequent years beyond 2022-23.

*The School Board may choose to seek a commercial operating loan from a bank. Accel Schools is prepared to support the school with a start-up loan, if needed, and has provided a Letter of Financial Support in **Appendix A.10** evidencing this. The budget assumes an interest rate of 5.25% and assumes interest only payments in the initial four-year period with repayment commencing in 2024-2025. Accel Schools will provide working capital management assistance by structuring the timing of Accel's invoice collection according to cash availability to assist the school in maintaining a prudent level of cash on hand.*

Start-up Budget:

In the pre-opening period for the proposed Virtual Preparatory Academy of West Virginia, the school will plan to employ the Head of School for a month in advance of the start of the fiscal year. In addition to the Head of School, the program will have recruiting costs associated with teacher and staff hiring, legal fees, D&O Insurance, and staff travel.

Staffing:

The general education student-to-teacher ratio is 45:1 in grades K-5 and 30:1 (per course) in grades 6-12. The special education student-to-teacher ratio is 18:1 and the English Language Learner student-to-teacher ratio is 20:1. (This ratio is for budgeting purpose only and does not imply special education students will be served in a self-contained classroom.) VPA will also have a licensed School Counselor and Success Coaches.

Administrative staffing in year one includes a Head of School, Operations Manager, Registrar, Special Education Coordinator, Manager of Special Education, Student Services Coordinator, ELL Staff, Administrative Assistant and Attendance Support Specialist. Additional administrative roles will be added in year two and beyond as the school scales.

Curriculum Materials, Supplies, and Support Services:

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- *The Curriculum & Materials, AMP System, and Instructional Support Services* expense was calculated using the Accel Fee Schedule and includes:*
- *Core Curriculum*
- *Elective Courses*
- *CTE Courses*
- *Advanced Placement (AP) Courses*
- *Supplemental Instructional Support Programs*
- *ACCEL Management Platform for Education (AMP)*
- *Synchronous Online Instructional Tools*
- *Online and Physical Textbooks*
- *Teacher Professional Development*

The School Operations Support Services expense was calculated using the Accel Fee Schedule and includes:*

- *Human Resources*
- *Records Security and Management*
- *School Leadership Support and Development*
- *Accreditation Support*
- *External Reporting Support*
- *State Testing Support*
- *Legal Support*
- *Board Relations*
- *Staff Technology Support*
- *Special Education Support*
- *Gifted Program Support*
- *Homeless and Migrant Services Support*
- *School Counseling and Family Support*
- *Accessibility Support*
- *ELL Support*
- *Additional recruiting fees if needed*

The Student Internet Access Reimbursement expense covers internet service reimbursement costs for those families who need it.

Student Computers and Software are budgeted to cover the computer hardware and software distributed to students. The Student Technology Assistance Services expenditures include:*

- *24/7 Technical Support Through Online Help*
- *Live Phone Support via Accel Support Services to Parents and Students on Monday-Friday 9:00 a.m. to 7:00 p.m. (ET)*
- *Oversight, Logistics and Fulfillment Service for Student Computer Distribution, Reclamation and Refurbishment*

Student Testing and Assessment expenses, in the General Education section, cover expenses associated with administering state assessments including the leased facilities, as well as the setup and maintenance of computers for any online testing.

State Testing (Travel), within the Special Education section, covers the travel and other related costs associated with proctoring annual testing for special education teachers.

Student Academic/Career Activities Program Expenses are budgeted to cover expenses for academic

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and career related student activities outside the classroom.

Special Education Staffing, Supplies, Materials, and Resources

The Special Ed Program Support Services expense is calculated using the Accel Fee Schedule and includes:*

- *Special Education Protocol Development*
- *Special Education Training and Professional Development*
- *Special Education Oversight and Compliance Support*
- *Provide guidance on IEP Management Software*
- *Provide guidance on Assistive Technology Procurement*
- *Special Education Service Provider Coordination*
- *Accessibility Support*
- *504 Plan Guidance*
- *At-Risk Population Support Services*
- *Homeless and Migrant Support*
- *School Counseling Support*
- *Gifted Program Support*
- *ELL Support (provided by ESOL/TESOL certified leaders and teachers)*

Special Education Direct Service Providers expense covers the costs for licensed, contracted service providers such as speech therapists, occupational therapists, etc.

IEP Management Software, Alternative Curriculum and Assistive Technology covers the software, curriculum, and technology costs for some Special Education students.

Extended School Year (Special Ed Staffing) covers the costs associated with the additional 5-6 weeks of summer Special Education teacher staffing that may be needed for some students.

School Outreach and Enrollment Expenses:

The Community Outreach and School Website expense was calculated using the Accel Fee Schedule and includes:*

- *Development and Execution of Marketing Programs and Tools*
- *Management of the School Website*

The Enrollment Process Fee expense was calculated using the Accel Fee Schedule and includes:*

- *Assist parents/guardians with the school enrollment process*

Board and Related Expenses:

Legal Services cover any board legal expenses.

Other Board Related Expenses cover any other expenses such as Board travel reimbursement or training.

Business, Contracted Services, and Other:

The External Audit expenditure will cover the cost of an independent CPA firm to conduct the school audit.

The School Business Support Services expense was calculated using the Accel Fee Schedule and includes:*

- *School Financial Services*
- *Accounts Payable*

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- *School Budgeting & Planning*
- *Pupil Accounting*
- *Federal Programs & Compliance Support*
- *Student ISP Stipend Administration*
- *Procurement*
- *Audit Support*
- *Insurance/Risk Management Support*
- *Facility Support*
- *Payroll Services*

Administrative Travel and Conferences expenses are for school leadership or other staff travel and training expenses. Office Supplies, Postage, and Copier expenditures are variable costs budgeted to increase as the school grows.

Banking Fees cover expenses related to banking services.

Facilities:

Rent (including expenses) was budgeted at \$17.50 per square foot for a 1,200 square foot facility for Administrative Staff offices and storage.

Five-Year Contingency Budget

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

*The Five-Year Contingency Budget is Provided in **Appendix A.11**.*

Key Assumption Updates for Contingency Budget:

The proposed five-year budget is for FY22-23 through FY26-27 and includes enrollments of 350 students in year 1, 450 students in year 2, 600 students in year 3, 700 students in year 4 and 750 students in year 5.

Start-up Budget:

In the pre-opening period for the proposed Virtual Preparatory Academy of West Virginia, the school will plan to employ the Head of School for a month in advance of the start of the fiscal year. In addition to the Head of School, the program will have recruiting costs associated with teacher and staff hiring, legal fees, D&O Insurance, and staff travel.

Staffing:

The general education student-to-teacher ratio is 45:1 in grades K-5 and 30:1 (per course) in grades 6-12. The special education student-to-teacher ratio is 20:1 and the ELL teacher ratio is 20:1. (This ratio is for budgeting purpose only and does not imply special education students will be served in a self-contained classroom.) The school will also have a licensed school counselor, and success coaches.

Administrative staffing in year one includes a Head of School, Operations Manager, Registrar, Special Education Coordinator and Student Services Coordinator. Additional administrative roles will be added in year two and beyond as the school scales.

All other funding and expense methodologies follow the Base Plan five-year budget assumptions.

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ESP-Managed schools ONLY

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

*Accel Schools is committed to supporting Virtual Preparatory Academy of West Virginia in the start-up phase and first years of operation. Accel Schools is prepared to support the school with an optional line of credit loan agreement, if needed, and has provided a Letter of Financial Support (**Appendix A.10**) evidencing this.*

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CLOSURE PROCESS

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

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

If VPA of West Virginia must relinquish its charter, has its charter revoked, or is non-renewed, the 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.

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

Within 7 days after the last instructional day, parents/guardians will receive a copies of final report cards. 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.

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

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.

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

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.

- 5. Timeline for the following actions:**

- a. Notification of parents/guardians of enrolled students and prospective students**
- b. Orderly transition of students and student records to a new non-charter or charter school**
- c. Disposition of school funds, property, and assets in the following order:**

- **Satisfy outstanding payroll obligations for employees of the charter school**
- **Satisfy creditors of the charter school**
- **Remaining funds, property, or assets shall transfer to the authorizing county board**

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- a) *Parents/guardians will be notified immediately upon closure notice and VPA 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.*

VIRTUAL CHARTER SCHOOLS (if applicable)

Applicants seeking to establish a virtual charter school must respond to the following questions.

1. **Explain the hardware and software that will be provided to enrolled students and the process for ensuring that enrolled students have sufficient access to connectivity to allow them to meaningfully engage and participate in the educational program offered.**

All students will be provided with:

- **Hardware**
 - *Chromebooks*
 - *Earbuds*
 - *Cellular Hot Spots (upon request/financial need/approval according to school policy)*
- **Software**
 - *Chrome OS*
 - *GoGuardian*

All school staff will be provided with:

- **Hardware**
 - *Windows Laptop*
 - *External Monitor (upon request/approval)*
 - *Keyboard (upon request/approval)*
 - *Mouse (upon request/approval)*
 - *Headset (upon request/approval)*
 - *Cell Phone (upon request/approval)*
- **Software**
 - *Microsoft 365 Suite*
 - *One Drive storage space*
 - *Business Intelligence (BI) Tools (One or more of the following)*
 - *Domo*
 - *PowerBI*
 - *High Speed Internet Connectivity (School Office Only)*
 - *Cisco Meraki Hardware (School Office Only)*
 - *Switches*
 - *Wireless Access Points*
 - *Content Filtering*
 - *Ring Central Telephones (School Office Only)*

Students and staff are provided with:

- **Software**
 - *Google G-Suite*
 - *Kami*
 - *Learning Management System (LMS)*
 - *Instructure Canvas*

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- *Student Information Systems (SIS) - Powerschool*
- *Web Conferencing (One or more of the following)*
 - *Big Blue Button*
 - *Zoom*
- *Communications - Alert Solutions SwiftK12*
- *Curriculum (One or more of the following)*
 - *Accelerate Education*
 - *StrongMind*
 - *eDynamic Learning*
 - *Florida Virtual School*
 - *IXL Learning*
 - *Raz Kids*
 - *Brain Pop*
 - *Moby Max*
 - *Pear Deck*
 - *Newsela*
 - *Gizmos*
 - *Overdrive*
 - *Voyager Sopris (Dibels)*
 - *n2y Unique*
 - *Amplify*
- *Assessments (One or more of the following)*
 - *Instructure Mastery Connect*
 - *NWEA*
 - *iReady*

VPA will ensure that all students have access to broadband Internet to participate in the school program. This may include providing Wi-Fi Hotspots to students that live in rural areas with no broadband providers. The school will provide an internet subsidy to students per the school policy. Currently, the school is budgeting for an internet subsidy for all economically disadvantaged students to help cover the cost of internet access, but families are responsible for initiating and maintaining the internet service.

2. Explain the technical support plan to assist students who experience technical difficulties so that the amount of lost instructional time due to technical difficulties is reduced to the greatest extent possible.

The Accel Schools Service Desk is centrally managed with staff in OH, VA, and AK. All support is offered in English and Spanish and is available to staff, students, and families. Support is offered via telephone and email. Additionally, support can be accessed via web-based tools such as ticket portal (Autotask), chat, Knowledge base articles and resources, and scheduled webinars. Support hours are school days (M-F, excluding school holidays) 8:00am - 5:00pm (local times). The scope of support includes the ACCEL Management Platform for Education (AMP) Support (Remote) to include account management and course access, as well as desktop support (Remote), and field support (Onsite-Staff Only).

Parents and Students are able to access IT supports though the AMP Support web site, but also directly from the course dashboard within the Learning Management system.

Teachers and students have access to ACCEL technical support for issues with school-issued computers. If a teacher or student cannot access AMP through their device, they should contact ACCEL technical support as quickly as possible for troubleshooting. If ACCEL technical support cannot resolve the issue in a reasonable time period, or if the issue is not able to be resolved, ACCEL technical support will ship a

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new device to the teacher/student and give instructions on how to send back the impaired device.

While teachers/students do not have access to their school-issued computers because of impairment, they will be asked to locate a computer that can be used for instruction until the new computer is received. If possible, teachers/students should use another device in the home that can access AMP. If there are no other devices in the home, students/teachers may try to work from a library or other locations with computers and internet.

If a teacher does not have another device from which he/she can provide instruction to students, the school will attempt to find a substitute teacher to cover any synchronous sessions that the teacher had scheduled. Students who have absences due to documented technical issues will be given excused absences for days missed and will have the opportunity to make up missed work.

- 3. Explain the process for administering the general summative assessment to enrolled students. This includes identifying the facility to be used and the plan for ensuring that the required testing protocols are followed.**

VPA will set-up in-person, proctored locations throughout the state based on the geographic locations of the student population. Testing sites may include locations such as hotel conference rooms, public library meeting rooms, local schools if available, local colleges and private tutoring and learning centers. Testing sites will be easy for families to find, safe, and secure.

ACCEL will provide testing support. ACCEL currently provides testing support to a large statewide school in Ohio which has successfully administered state testing in an online testing format for several years. ACCEL provides training to the school on best practices in administration of state testing but the school will rely on the West Department of Education testing guidelines and training.

Tests and related materials will be kept secure in a locked office at the school site. The ACCEL Tech Support and School Operations team will support VPA with online testing requirements.

All staff serving as test proctors will be trained on the West Virginia rules and requirements for testing by the school's dedicated State Testing Coordinator.

- 4. Detail the method for documenting consistent student attendance. Please include in the response whether the applicant has contacted the West Virginia Department of Education to verify that the proposed attendance metric complies with West Virginia's state accountability plan under the Every Student Succeeds Act.**

Attendance is tracked via a combination of the following: reports that are required to be submitted by Parents/Guardians, reports automatically generated by the school Learning Management System, and other methods as dictated by the school.

A VPA student is considered in attendance when they satisfy either of the following conditions:

- The student participates in at least 90% of the instructional activities offered by VPA in that school year; or*
- The student is on pace for on-time completion of any course in which the student is enrolled. The school has defined on pace to mean the student is currently earning a passing grade in any course in which the student is enrolled.*

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Instructional activities mean the following classroom-based or non-classroom-based activities that a student is expected to complete, participate in, or attend during any given school day:

- *Online logins to curriculum or programs;*
- *Offline activities;*
- *Completed assignments within a particular program, curriculum, or class;*
- *Testing;*
- *Face-to-face communications or meetings with School staff or service providers;*
- *Telephone or video conferences with School staff or service providers*
- *Other documented communication with School staff or service providers related to School curriculum or programs.*

If a student is not considered in attendance, they shall be considered absent for those hours of instructional activities offered by the School in that school year in which the student does not participate.

VPA has not been able to verify with the West Virginia Department of Education if these proposed metrics comply with the state's ESSA plan but we look forward to working with them to ensure it does. The school will hire an Attendance and Truancy Officer who will work with teachers to monitor student attendance and report student attendance, and also support teachers and the Head of School with any mandated truancy proceedings.

5. Explain the plan for satisfying IDEA requirements and ensuring enrolled students receive a free, appropriate public education (FAPE). At a minimum, address these items in the explanation. The plan, at a minimum, must describe:

- **How the virtual charter school will ensure that each eligible child with an exceptionality has FAPE available to him or her in accordance with 34 CFR §§300.101 and 300.17;**
- **How the virtual charter school will implement the evaluation and eligibility requirements in 34 CFR**
- **§§300.300-300.311;**
- **How the virtual charter school will carry out the IEP requirements in 34 CFR §§300.320 through 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;**
- **How the virtual charter school will implement the requirements in 34 CFR §§300.114 through 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**
- **How the virtual charter school will serve students with exceptionalities in the same manner as these students are served by non-charter schools and provide IDEA Part B funds on the same basis as provided at other schools in the county (34 CFR §§300.209(b)).**

VPA of West Virginia estimates that 18% of the student population will require special education support and services. This estimate is based on currently available data for statewide virtual charter schools.

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

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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.

VPA of West Virginia will provide the legally required continuum of special education services and range of placements to ensure it is providing a free appropriate public education (FAPE) in the least restrictive environment (LRE). Students will be educated in the least restrictive environment to the maximum extent possible which will be decided upon by the IEP team. Itinerant, supplementary, or full-time special education support will be provided via the telephone, Internet, live sessions, as well as in person in accordance with the student's IEP. As generally occurs in the development of an IEP, the IEP Team will first look to address the student's needs by providing support and services within the general education classroom in a co-teaching model with the general education teachers and utilize break-out rooms for small group instruction for those that may need additional support. Special education teachers may also schedule small group and/or 1:1 sessions with students if additional instruction is required by a student's IEP. Additional instruction and support, as determined by the IEP Team, may be provided in a resource room away from their general education peers.

VPA of West Virginia will provide a comprehensive program using an adapted curriculum for students who meet the criteria to take West Virginia's Alternative State Assessment. To the greatest extent possible, the students will be included with their same age classmates so they may engage in age-appropriate communication and socialization. Students participating in the adapted curriculum program may or may not have classes with their general education peers, which is determined on an individual basis. For example, some students that require an adapted curriculum will participate in only alternative courses, while others may participate in electives with their general education peers, in addition to their adapted core coursework.

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.

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 approaches 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 that the student's difficulties are not related to Limited English Proficiency. 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/guardian and address struggling students' needs through the MTSS/RtII process. The teacher will implement and document interventions and the student's response to

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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. The school will conduct an initial evaluation, and eligibility and related services will be determined as prescribed in 34 CFR § 300.301.

Allowing for Differences in English Language Skills and Ethnic Background

Evaluations must consider the child's English language skills and ethnic background to ensure that the testing and evaluation will be equitable for children of any race or culture. Tests must 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 the 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

To determine whether a child with disabilities can be educated satisfactorily in a general education online classroom with supplementary aids and services, the following factors will be considered and addressed in the IEP:

- *What efforts have been made to accommodate the child in the regular classroom and with what outcome(s)?*
- *What additional efforts (i.e., supplementary aids and services) in the regular classroom are possible?*
- *What are the educational benefits available to the child in the regular classroom, with the use of appropriate supplementary aids and services?*
- *Are there possible significant and negative effects of the child's inclusion on the other students in the class?*

All service decisions will be made by the IEP team including no less than the special education teacher/provider of that student, parent/guardian, general education teacher of that student and the student (when appropriate). Placement decisions are considered at every full IEP team meeting (at least annually) and adjusted according to team decisions. In selecting a placement in the least restrictive environment, consideration is given to any potential harmful effect on the student or the quality of services he or she needs, as well as ensuring that a student is not removed from general education solely based on the need for modifications of the general education curriculum.

Alternative placements are considered when the current educational environment is no longer meeting the needs of the student and the IEP Team determines that a student needs more intensive support and programming. Alternative placements can include center-based programs, approved private placements, and/or home and hospital instruction. Resources to support alternative placement options may include collaboration with the student's resident school district and the prospective placement for the student.

Assistive Technology (AT)

If the IEP Team determines that a student needs any assistive technology devices or services, VPA of West Virginia will provide 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 ninth grade or by age 16, whichever comes first, or younger if determined appropriate by the IEP Team and updated annually, the IEP will include:

- *Appropriate measurable postsecondary goals based upon age-appropriate transition assessments*

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-
- *related to training, education, employment, and, where appropriate, independent living skills; and*
 - *The transition services (including courses of study) needed to assist the student in reaching those goals.*

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. VPA of West Virginia will invite the student with a disability to attend the student's IEP team meeting if a purpose of the meeting will be the consideration of the postsecondary goals for the student and the transition services needed to assist the student in reaching those goals. If the student does not attend the IEP Team meeting, VPA will take other steps to ensure that the student's preferences and interests are considered. To the extent appropriate, with the consent of the parent/guardian or the adult student who has reached the age of 18, in implementing the transition requirements, VPA will invite a representative of any participating agency that is likely to be responsible for providing or paying for transition services. The transition plan will include all of the components required pursuant to state and federal regulations.

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 IEP Team 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 groups or one on one instruction. Teachers will collect and analyze the data bi-weekly to ensure the student is on track to meet the goal by the annual IEP due date. If the student is not making expected progress on the annual goals or objectives, instructional adjustments will be made accordingly in an effort to increase progress, such as increased repetition opportunities or the re-teaching of critical skills. Related service goals will also be regularly monitored, and a summary included in the quarterly report provided to the parent/guardian.

Disproportionality

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. In addition to cultural sensitivity and awareness training, the following practices will be implemented to ensure students are found eligible for special education services without unjust bias:

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

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

Staffing

The Virtual Preparatory Academy 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 per state law. The school will ensure reasonable workloads for staff supporting students with disabilities, ELL students, gifted students, and other at-risk students. The special education teacher-to-student ratio is set at 1:25 in the school budget.

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

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with Disabilities Act (“ADA”), the Individuals with Disabilities in Education Improvement Act (“IDEA”). ACCEL will contract with outside vendors for any services deemed necessary by the student’s IEP team. Examples of these services may include speech, occupational and physical therapy as well as school psychology, evaluation, and intervention services. Vendors will be determined on a case-by-case basis depending on geographic area the student resides. In some cases, we may be able to contract from the local school district and when this is not possible, we will contract with third-party agencies.

When students with disabilities, including students with significant cognitive disabilities, need specially designed instruction or other supplementary aids and services to benefit from participating in regular education classrooms, as required in their IEP, administration will ensure that those services are provided. A full range of services appropriate to meet the disability needs of the student are also considered, including but not limited to: Speech/Language Pathology, Occupational Therapy, Physical Therapy, Orientation/Mobility, etc.

The school will ensure that the Head of School is fully trained in all of the rules and regulations listed above. The Head of School will receive special education training as part of their comprehensive training. The Head of School will receive guidance from the ACCEL’s Director of Special Education that will provide both guidance on the special education process and build capacity with the Head of School with ongoing training.

In addition, the Special Education Manager with support from ACCEL’s Director of Special Education will develop a special education procedural manual outlining the school’s provision of special education programs and services as well as compliance with federal IDEA law and West Virginia regulations.

Special education census data will be reviewed by the school, assuring that adequate attention is paid to compliance timelines, as well as special education personnel caseloads.

Confidentiality

The Virtual Preparatory Academy of West Virginia (VPA) recognizes the need to protect the confidentiality of personally identifiable information in the education records of children. VPA is prepared to ensure the privacy rights of eligible children in the collection, maintenance, release, and destruction of records. Parents/guardians of students eligible for special education services have rights regarding the protection of the confidentiality of any personally identifiable information collected, used, or maintained under WV State Board of Education Policy 4350: Procedures for the Collection, Maintenance and Disclosure of Student Information, the Family Educational Rights and Privacy Act of 1974, as amended and Part B of IDEA.

VPA of West Virginia will follow federal and state provisions including the following:

- *The Family Educational and Privacy Rights Act (FERPA), 20 USC § 1232g and 34 CFR Part 99 (regarding student educational records);*
- *The Student DATA Act- W. Va Code §18-2-5h*
- *WVBE Policy 4350: Procedures for the Collection, Maintenance and Disclosure of Student Information*
- *WVBE Safeguards for Students with Exceptionalities, Information Collected under Policy 2419 - §126-94-27*
- *WVDE’s Data Access and Management Guidance*
- *The Individuals with Disabilities Education Act (IDEA), 20 U.S.C. § 1400 et. seq. and 34 CFR Part 300 (protecting the confidentiality of personally identifying information contained in student records of students with disabilities);*

Maintenance of Records / Safeguards

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The Virtual Preparatory Academy of West Virginia will provide notice to the parent/guardians to fully inform of the policies and procedures to maintain confidentiality of personally identifiable information at the collection, storage, disclosure, and destruction stages. The Special Education Administrator will be responsible for ensuring that the education records, confidentiality rules, and education records policy for eligible children are administered and enforced. The Special Education Administrator will ensure that all of the VPA faculty and subcontracted agency employees, who collect or use personally identifiable information, receive in-service training regarding the implementation of this policy. In-service training will consist of providing, at the least, yearly presentation of the information to staff and subcontractors.

VPA will maintain, for public inspection, a current listing of the names and positions of those employees within the agency who may have access to personally identifiable information.

Records Access

The Virtual Preparatory Academy of West Virginia will permit parents of students eligible for special education to inspect and review, during school business hours, any educational records relating to the student which are collected, maintained, or used by the district or other public agency under this chapter. VPA will comply with a request promptly and before any meeting regarding an individualized education program or hearing or resolution session relating to the identification, evaluation, educational placement of the student or provision of FAPE to the student, including disciplinary proceedings.

VPA will presume that a parent has authority to inspect and review records relating to his or her student unless the school district or other public agency has been advised that the parent does not have the authority under applicable state law governing such matters as guardianship, separation, and divorce.

Record of Access

The Virtual Preparatory Academy of West Virginia will keep a record of parties obtaining access to educational records collected, maintained, or used under this chapter including the name of the party, the date access was given, and the purpose for which the party is authorized to use the records. The agency is not required to keep a record of access by parents, and authorized employees with a legitimate educational interest in the records.

Destruction of Information.

The Virtual Preparatory Academy of West Virginia will operate in accordance with FERPA and its regulations, as well as the WVBE's Policy 4350: Procedures for the Collection, Maintenance and Disclosure of Student Information.

Student information will be destroyed at the request of the parents/guardians when the information is no longer needed at VPA to provide educational services to the child. However, a permanent record of a child's name, address and telephone number, grades, attendance record, classes attended, grade level completed and year completed may be maintained without time limitation.

Discipline for Students with Disabilities

VPA of West Virginia Code of Student Conduct shall apply to all children unless a child's individualized education program specifically provides otherwise. VPA will ensure that the parents/guardians and the child with a disability receive notice of the rules and regulations applicable to children with disabilities with respect to child management, discipline, and suspension/expulsion upon the child's entry into a special education program or at the annual IEP review.

Authority of School Personnel

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VPA of West Virginia will consider any unique circumstances on a case-by-case basis when determining whether a change in placement, consistent with the other requirements of federal and state law and SBOE rules, is appropriate for a child with a disability who violates the code of student conduct.

VPA of West Virginia may remove a child with a disability who violates the code of student conduct from his or her current placement to an appropriate interim alternative educational setting, another setting, or suspension, for not more than 10 consecutive school days, and for additional removals of not more than 10 consecutive school days in that same school year for separate incidents of misconduct.

After a child with a disability has been removed from his or her current placement for 10 school days in the same school year, during any subsequent days of removal, VPA of West Virginia will provide services to the extent required. VPA will conduct manifestation determination reviews as necessary.

For disciplinary changes in placement that would exceed 10 consecutive school days, if the behavior that gave rise to the violation of the school code is determined not to be a manifestation of the child's disability, VPA of West Virginia will apply the relevant disciplinary procedures to children with disabilities in the same manner and for the same duration as the procedures would be applied to children without disabilities except as outlined below.

Services

A child with a disability who is removed from his or her current placement for more than 10 consecutive school days must:

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

Manifestation Determination

Within 10 school days of any decision to change the placement of a child with a disability because of a violation of a code of student conduct, VPA of West Virginia, the parent, and the relevant members of the child's IEP Team (as determined by the parent/guardian and the LEA) will review all relevant information in

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the child's file, including the child's IEP, any teacher observations, and any relevant information provided by the parents/guardians to determine:

- If the conduct in question was caused by, or had a direct and substantial relationship to the child's disability; or
- If the conduct in question was the direct result of the LEA's failure to implement the IEP

If VPA of West Virginia staff, the parent/guardian, and relevant members of the child's IEP Team determines the conduct in question was a direct result of the failure of the LEA to implement the IEP, VPA will take immediate steps to remedy those deficiencies.

Determination that the Behavior was a Manifestation

If VPA of West Virginia staff, the parent/guardian, and relevant members of the IEP team make the determination that the conduct was a manifestation of the child's disability, the IEP Team will either:

- Conduct a functional behavioral assessment, unless VPA had conducted a functional behavioral assessment before the behavior that resulted in the change of placement occurred, and implement a behavioral intervention plan for the child; or
- If a behavioral intervention plan already has been developed, review the behavioral intervention plan, and modify it, as necessary, to address the behavior, and except as provided in special circumstances below, return the child to the placement from which the child was removed, unless the parent/guardian and VPA agree to a change of placement as part of the modification of the behavioral intervention plan.

Special Circumstances

VPA of West Virginia may remove a child to an interim alternative educational setting for not more than 45 school days without regard to whether the behavior is determined to be a manifestation of the child's disability, if the child:

- Carries a weapon to or possesses a weapon at school, on school premises, or at a school function under the jurisdiction of the State or the LEA;
- Knowingly possesses or uses illegal drugs, or sells or solicits the sale of a controlled substance, while at school, on school premises, or to a school function under the jurisdiction of the State or the LEA; or
- Has inflicted serious bodily injury upon another person while at school, on school premises, or at a school function under the jurisdiction of the State or the LEA.

The interim alternative educational setting is determined by the IEP Team.

Notification

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

Appeal

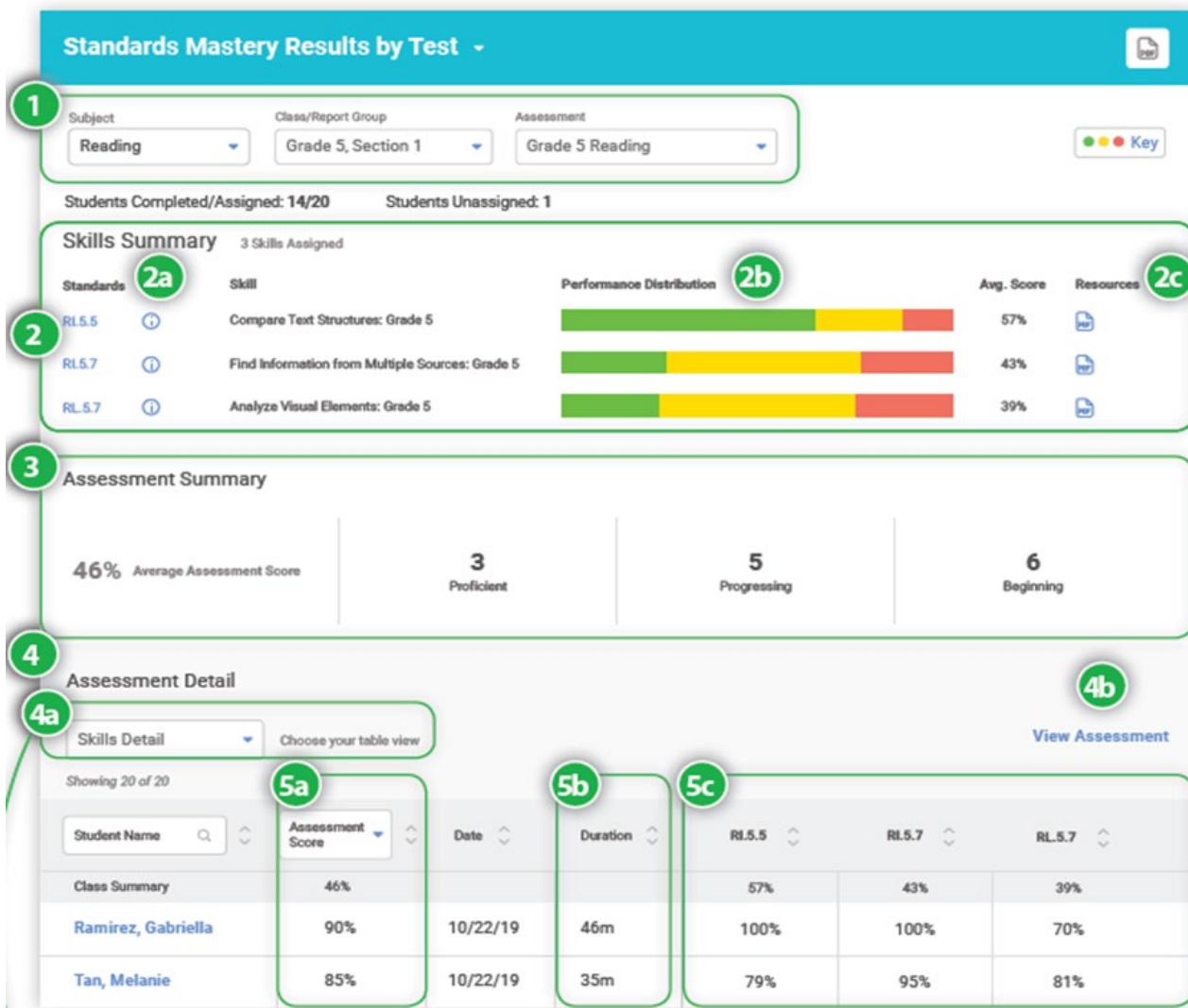
The parents/guardians of a child with a disability who disagrees with any decision regarding placement or the manifestation determination under this Rule, or an LEA that believes that maintaining the current placement of the child is substantially likely to result in injury to the child or others, may appeal the decision by requesting a hearing. The hearing is requested by filing a due process hearing request pursuant to Policy 2419.

6. Explain the proposed method for using data to demonstrate student progress toward graduation using data that accounts for specific characteristics of each enrolled student, including but not

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limited to, age and course credit accrued prior to enrollment in educational instruction as well as course content delivered primarily over the internet pursuant to enrollment. The method proposed must be consistent with evidence-based practices.

VPA of West Virginia will use iReady tests to support data-driven, student progress monitoring. iReady produces standard reports and includes a report/dashboard that allows schools to easily monitor student progress. The figure below shows an example of an iReady Standards Mastery Results by Test Report. It 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.



iReady 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

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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.

- 7. Explain the requirements to enforce student engagement in instructional activities. Instructional activities means one or more of the following classroom-based or non-classroom-based activities that a student is expected to complete, participate in, or attend during any given school day: online logins to curriculum or programs; offline activities; completed assignments within a particular program, curriculum, or class; testing; face-to-face communications or meetings with school staff or service providers; telephone or video conferences with school staff or service providers; or other documented communication with school staff or service providers related to school curriculum, programs, or services.**

*Student Services team members who support the student population include Success Coaches, Social Workers, and School Counselors. This team is responsible for providing holistic, wrap-around support to all students in order to promote positive social emotional and academic outcomes. This team devotes particular attention to providing Tier I support to all students through designing and facilitating orientation and onboarding efforts. Beyond student start the Success Coaches leverage data and teacher referrals to proactively identify students who are struggling to meet engagement and academic expectations. Coaches then meet with these students and their parents to identify barriers to success and create a plan to get the student successfully re-engaged in learning and back on track academically. Coaches and School Counselors partner to provide students with social emotional learning content, grade band transition support, college/career readiness programming, and graduation planning. Additionally, School Counselors provide Tier I Guidance content to all students (such as suicide awareness and prevention, cyber bullying education and prevention, coping skills, etc.) and provide further support to students in need in small groups or one on one. The Student Engagement Policy provided in **Appendix A.12** guides the process.*

- 8. Provide the policy the charter school will follow regarding students' failure to participate in instructional activities. The policy must include a process and timeline for identifying students who are consistently not engaging in learning activities and providing the appropriate supports to promote consistent engagement. This policy must also state that a student shall become subject to certain consequences, including disenrollment from the school, if both the following conditions are satisfied: (1) the student's parent/guardian receives a written report identifying the student's consistent lack of engagement and repeated attempted interventions by the school; and (2) the student continues to fail to comply with the student engagement requirements within a reasonable period of time following the report. If a virtual charter student is disenrolled from the virtual charter school pursuant to the policy outlined in this subsection, the student's county of residence shall be notified immediately and the student shall be transferred to that county and shall not be eligible to enroll in a virtual charter school for one school year from the date of the student's disenrollment.**

*The draft Student Engagement Policy is provided in **Appendix A.12**.*

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9. Explain the requirements for teacher responsiveness. Include expectations and consequences for appropriate teacher responsiveness in the virtual charter school’s personnel policy handbook.

In general teachers are expected to respond to any parent or student outreach within 24-48 business hours. We 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 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.

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APPLICANT ASSURANCES

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

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

- DM* The charter school will not be a home school or a virtual school. Applicants also completing the Virtual Charter School portion of the application do not have to check and initial this assurance.
- DM* The charter school will not espouse any religious preference or engage in any religious practices in its educational program, admissions, employment policies, or operations.
- DM* The charter school will, under no circumstances, charge tuition.
- DM* The charter school will only impose fees that are imposed by local non-charter public schools.
- DM* The charter school will not, whether through the enrollment process or general operation of the school, put in place requirements or practices that would exclude from enrollment any child at the charter school who would not be excluded at a non-charter public school.
- DM* The charter school's admission and enrollment processes are void of discriminatory practices, and admission materials will include a non-discrimination statement indicating that all applicants, including those with exceptionalities, are eligible to attend.
- DM* The charter school will appropriately evaluate students and comply with all federal requirements, including, but not limited to, federal nutrition standards, the Civil Rights Act of 1964 (Pub.L. 88-352, 78 Stat. 241 (1964); the McKinney Vento Homeless Assistance Act, U.S.C. 11431 et seq.; the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Pub.L. 108-446; the Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 328 (1990); and Section 504.
- DM* In accordance with Section 504 and the ADA, no otherwise qualified individual with an exceptionality seeking to engage in a major life activity shall, solely by reason of her or his exceptionality, be excluded from participation in, be denied the benefits of, or be subjected to discrimination by a charter school.
- DM* Charter schools shall create, maintain, and implement a service plan and provide accommodations for each student determined to be eligible for such services.
- DM* The charter school has the capacity and is prepared to enroll a comparable portion of students with exceptionalities as are enrolled in local non-charter public schools.
- DM* The governing board and charter school will timely comply and respond to requests received pursuant to the Freedom of Information Act (W.Va. Code §29B-1-1 et seq.).
- DM* The governing board will conduct its business in compliance with The Open Governmental Meetings Act (W.Va. Code §6-9A-1 et seq.).
- DM* The charter school will adhere to the same immunization requirements that are applicable to non-charter public schools.
- DM* The charter school will adhere to the same compulsory school attendance requirements that are applicable to non-charter public schools.
- DM* Students attending the charter school will receive the same minimum number of days or an equivalent amount of instructional time per year as required of students attending non-charter public schools under W.Va. Code §18-5-45. For virtual charter schools utilizing a learn at your own pace program, sufficient opportunity for learning and engagement to allow mastery of course content will be provided to all enrolled students.
- DM* The charter school will comply with the West Virginia Student Data Accessibility, Transparency and Accountability Act as set forth in W.Va. Code §18-2-5h, the West Virginia Board of Education's Procedures for the Collection, Maintenance and Disclosure of Student Data (Policy 4350), and the Federal Educational Rights and Privacy Act (FERPA).

PUBLIC CHARTER SCHOOL APPLICATION

- DM* Pursuant to W.Va. Code §18-5G-3(c)(11), contractors and service providers, and employees of the same, will be prohibited from making direct contact with students, virtually or in person, and will not be permitted unaccompanied access to school grounds when students are present until it can be verified that such individuals have not previously been convicted of a qualifying offense pursuant to W.Va. Code §18-5-5(c).
- DM* Pursuant to W.Va. Code §18-5G-3(c)(8), the charter school will timely and regularly use the West Virginia Education Information System (WVEIS) to report all data required by statute or policy or the charter contract.
- DM* Pursuant to W.Va. Code §18-5G-3(c)(10), the governing board and charter school will meet the same accounting and financial reporting requirements required of non-charter public schools, including, but not limited to, participation in the State Auditor's financial transparency website.
- DM* Pursuant to W.Va. Code §18-5G-11(a)(6), the charter school shall not discriminate against any person on any basis which would be unlawful, under state or federal law, for non-charter public schools in the school district. Provided, this prohibition shall not be construed to limit a charter school from establishing any of the limited set of enrollment preferences allowed in W.Va. Code §18-5G-1 et seq. and Policy 3300.
- DM* The charter school will propose a process for resolving disputes with the authorizer that the authorizer agrees with. Consider instances of data integrity and validity, compliance with applicable law, and school quality determinations that the authorizer may make over the course of the school's charter.
- DM* The charter school will adhere to the same building codes, occupancy requirements, regulations, and facility fees that apply to non-charter public schools under Chapter 18 of the W.Va. Code, including, but not limited to, West Virginia State Fire Marshal inspections and certificate of occupancy certificate requirements.
- DM* The charter school shall obtain all required occupation and operation certificates and licenses prior to the first instructional day for students.
- DM* Assure that no elected official is receiving, or will receive, monetary compensation if the charter school proposed in the charter school application is authorized.





APPENDIX A.2

**ACCEL Schools Post Takeover:
Partner Schools Academic Results**

The Performance of Schools after Accel Assumes Management Contract

Since July 2015, Accel Has Taken Over Management of Four Community School Networks

| Network | Date | Reason |
|-----------|-------------|---|
| White Hat | July 2015 | Owner selling, poor academic culture |
| Mosaica | August 2015 | Company was bankrupt in receivership |
| ICAN | Summer 2017 | Company was on verge of bankruptcy |
| Cambridge | Spring 2018 | Company was restructuring as a result of owner's legal troubles |

We Evaluate the Impact of Accel's Management with Several Different Methodologies

Performance Index (PI) Differential

- Calculate the differential between the school PI and district PI

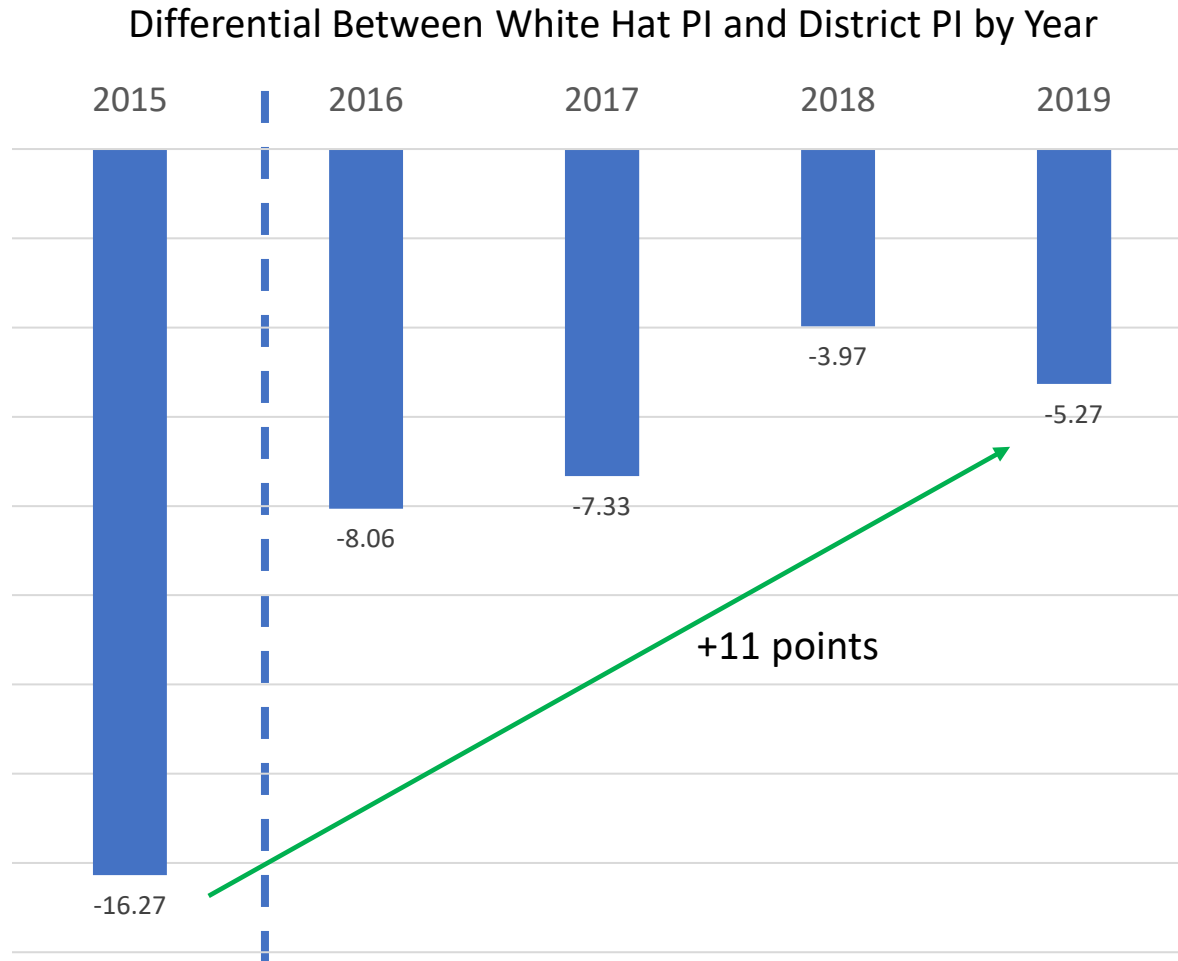
Value Added GPA Differential

- Calculate the “Grade Point Average (GPA)” of the Accel school portfolio and the GPA of the school district portfolio (removing community schools from the district calculation) using A=4, B=3, C=2, D=1, and F=0, based on the report card grade for Value Added; the difference between the two is the GPA Differential

Value Added (VA) Differential

- Calculate the average difference between Accel schools VA and district VA (removing community schools from the district calculation)

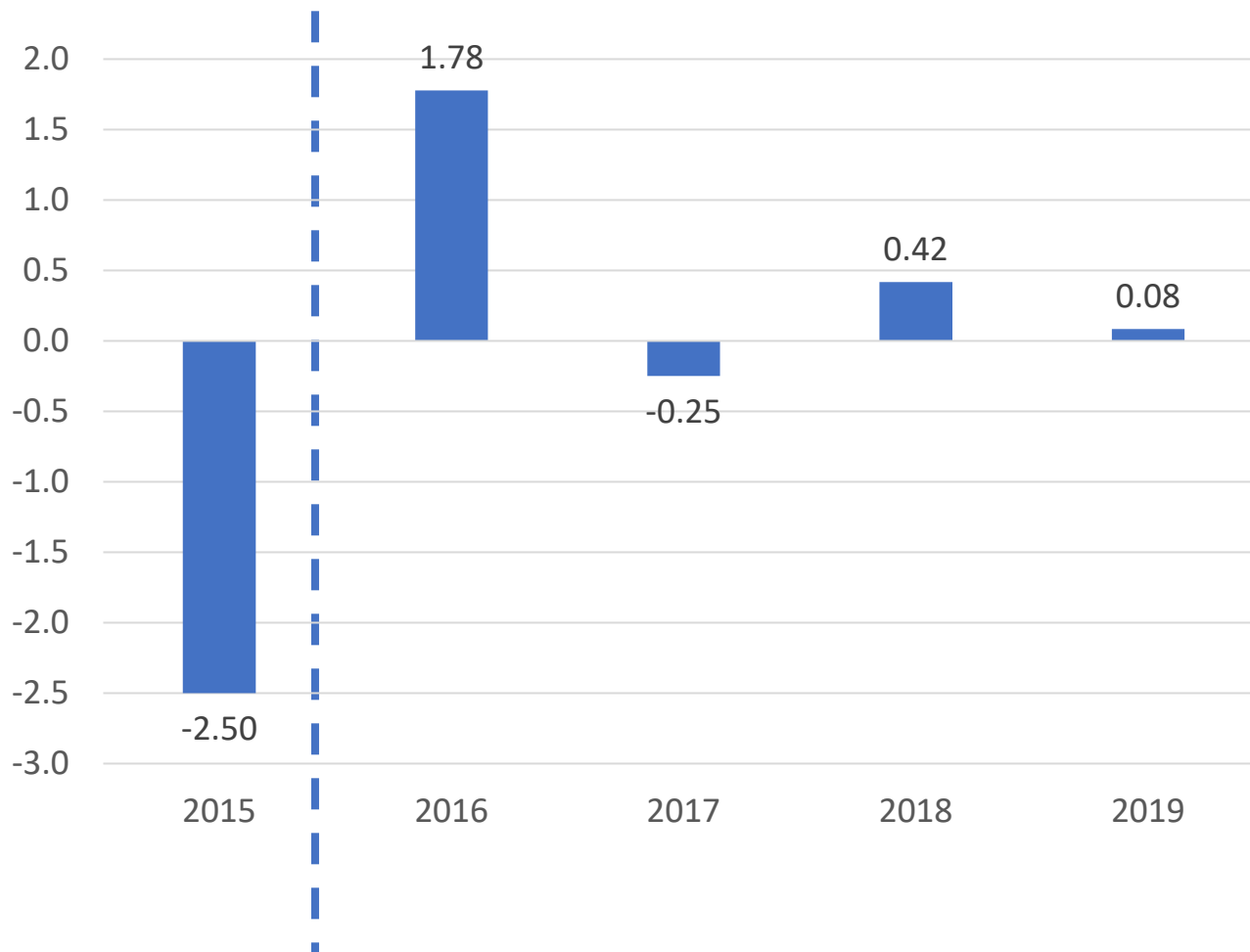
Former White Hat B&M Schools have Improved on Performance Index Compared to Their Corresponding Districts



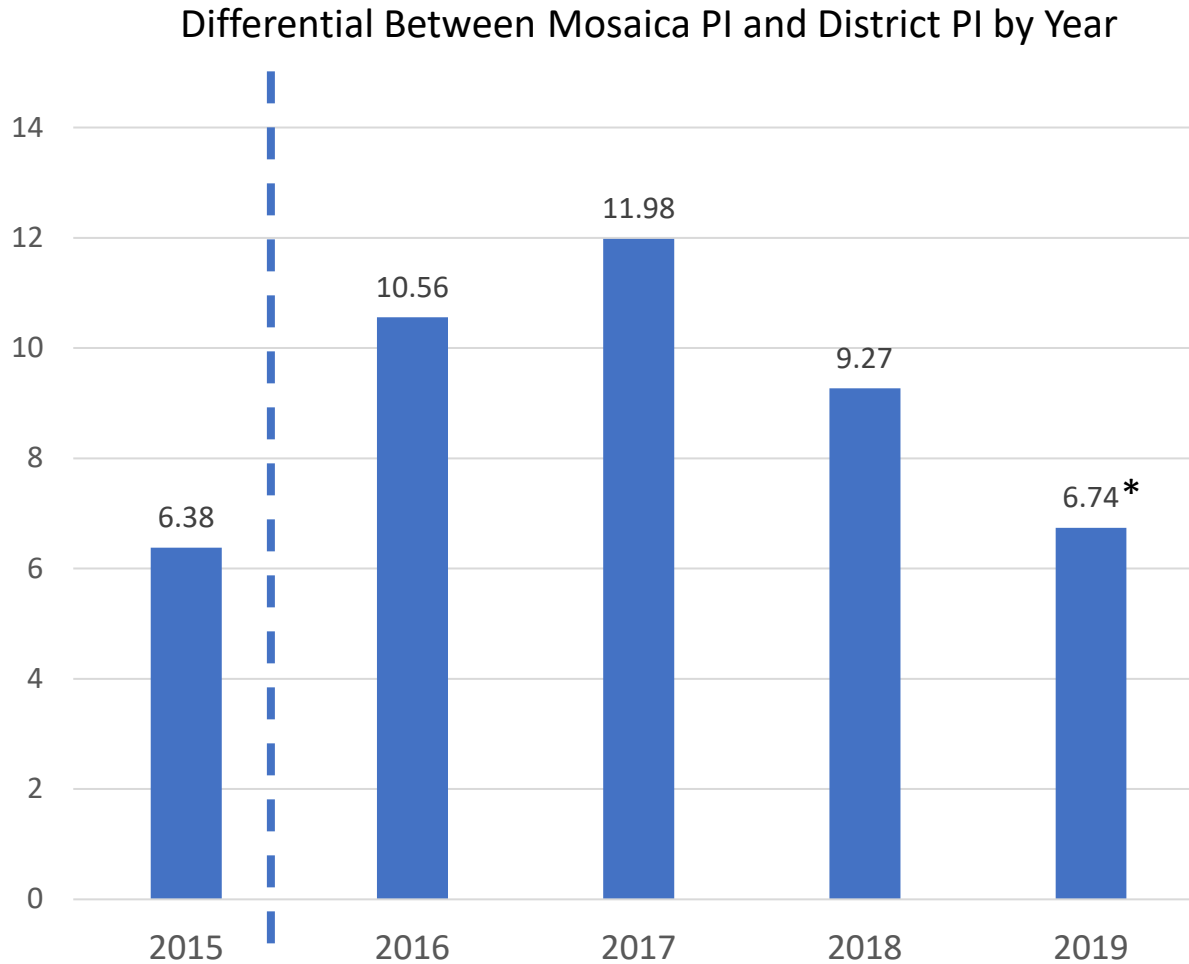
Note: Being higher than the district does not necessarily reflect school performance, as demographics differences between the district portfolio and the community school network could be significant. However, comparing over time is likely more valid as the demographic difference probably does not change substantially over time.

VPA of West Virginia – Appendix A.2 - ACCEL Schools Post Takeover - Partner School Academic Results
Former White Hat B&M Schools have a Higher “VA GPA” than their
Corresponding Districts in 3 of 4 Years Since the Accel Takeover

Differential Between White Hat Schools “GPA” and District “GPA” by Year



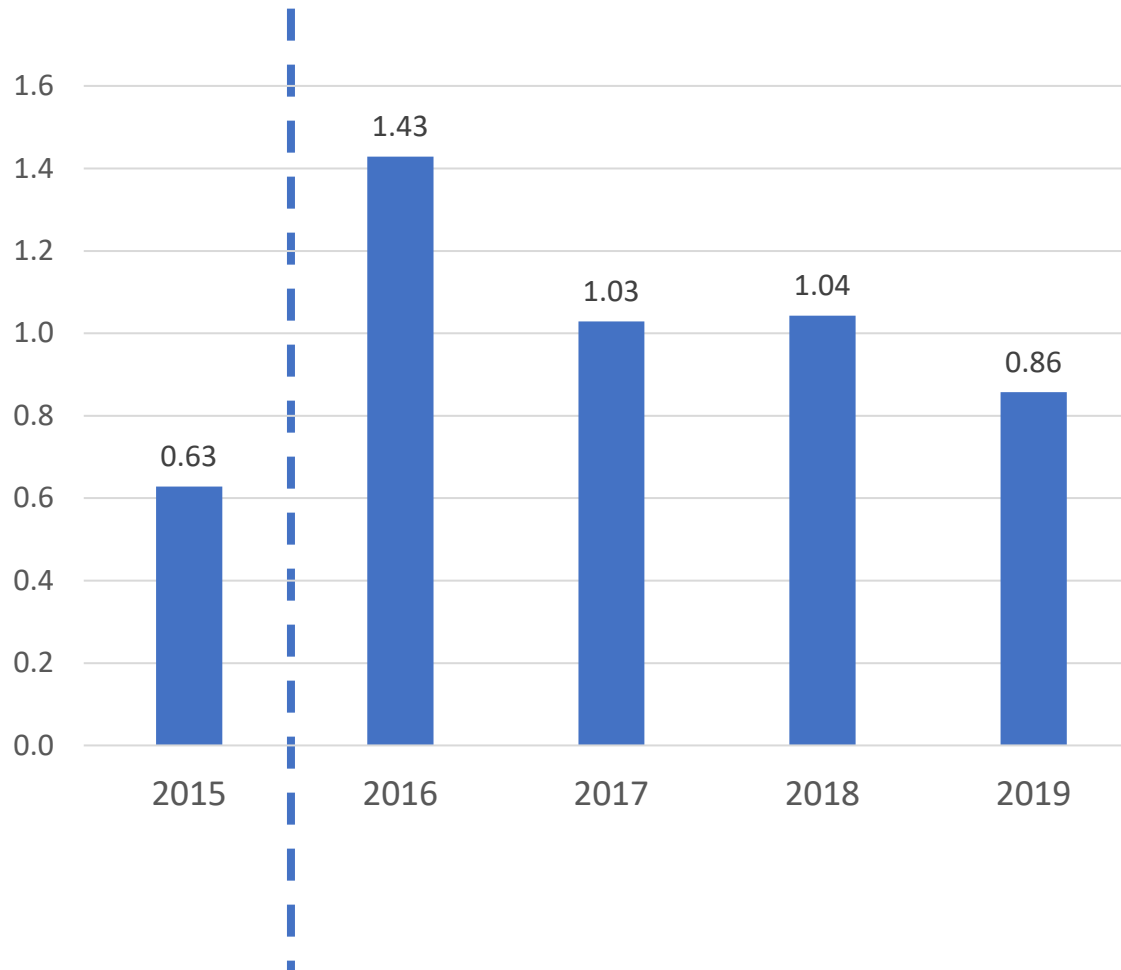
The Former Mosaica Schools Outperform Their Corresponding Districts on the Performance Index. The Improvement Occurred While also Curing Financial Insolvency



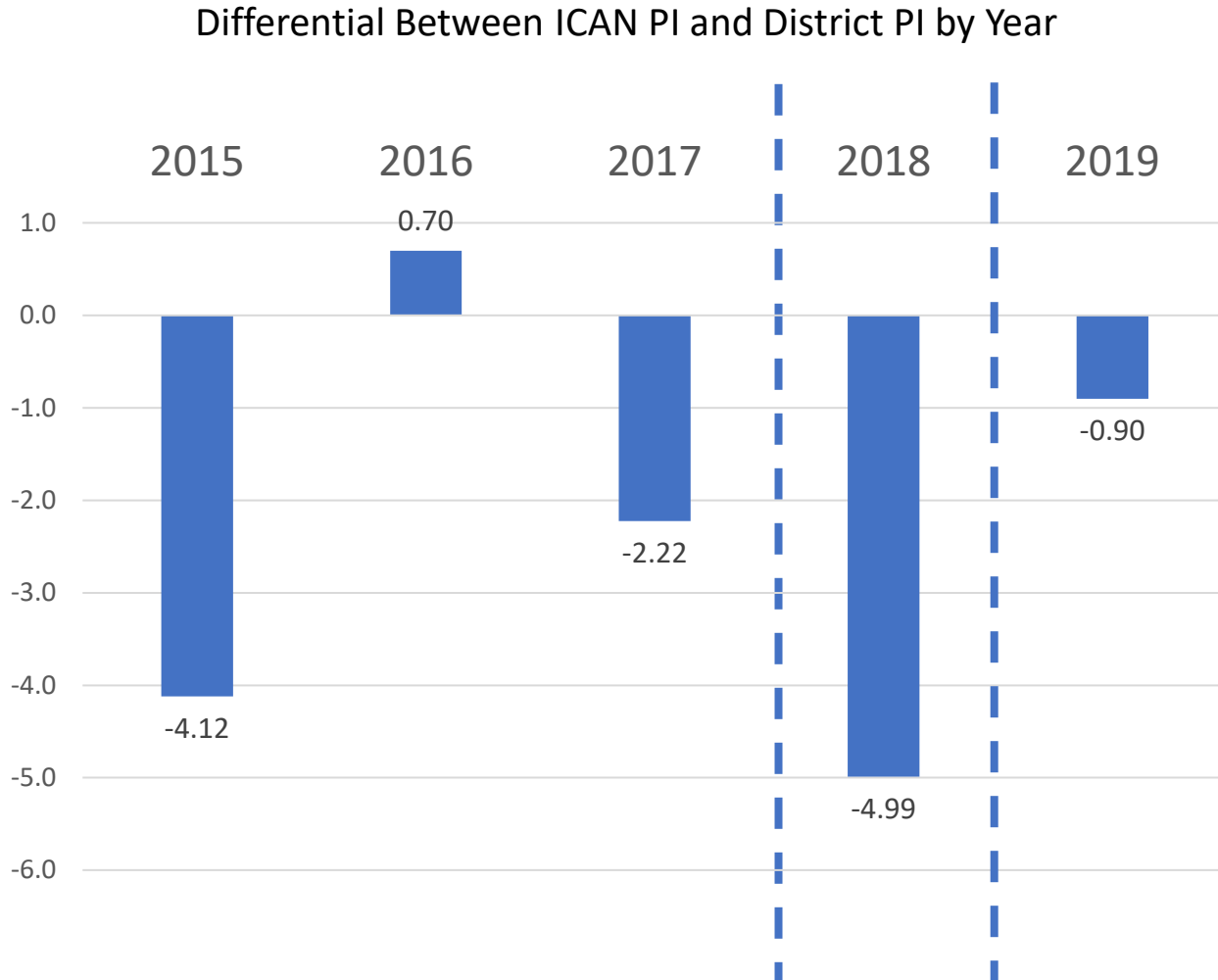
* One school, Cleveland Arts and Social Sciences Academy, accounts for 29% of the drop in 2019.

VPA of West Virginia – Appendix A.2 - ACCEL Schools Post Takeover - Partner School Academic Results
Former Mosaica Schools have Consistently Earned a Higher “VA GPA” than
Their Corresponding Districts While Also Curing For Financial Insolvency

Differential Between Mosaica Schools “GPA” and District “GPA” by Year



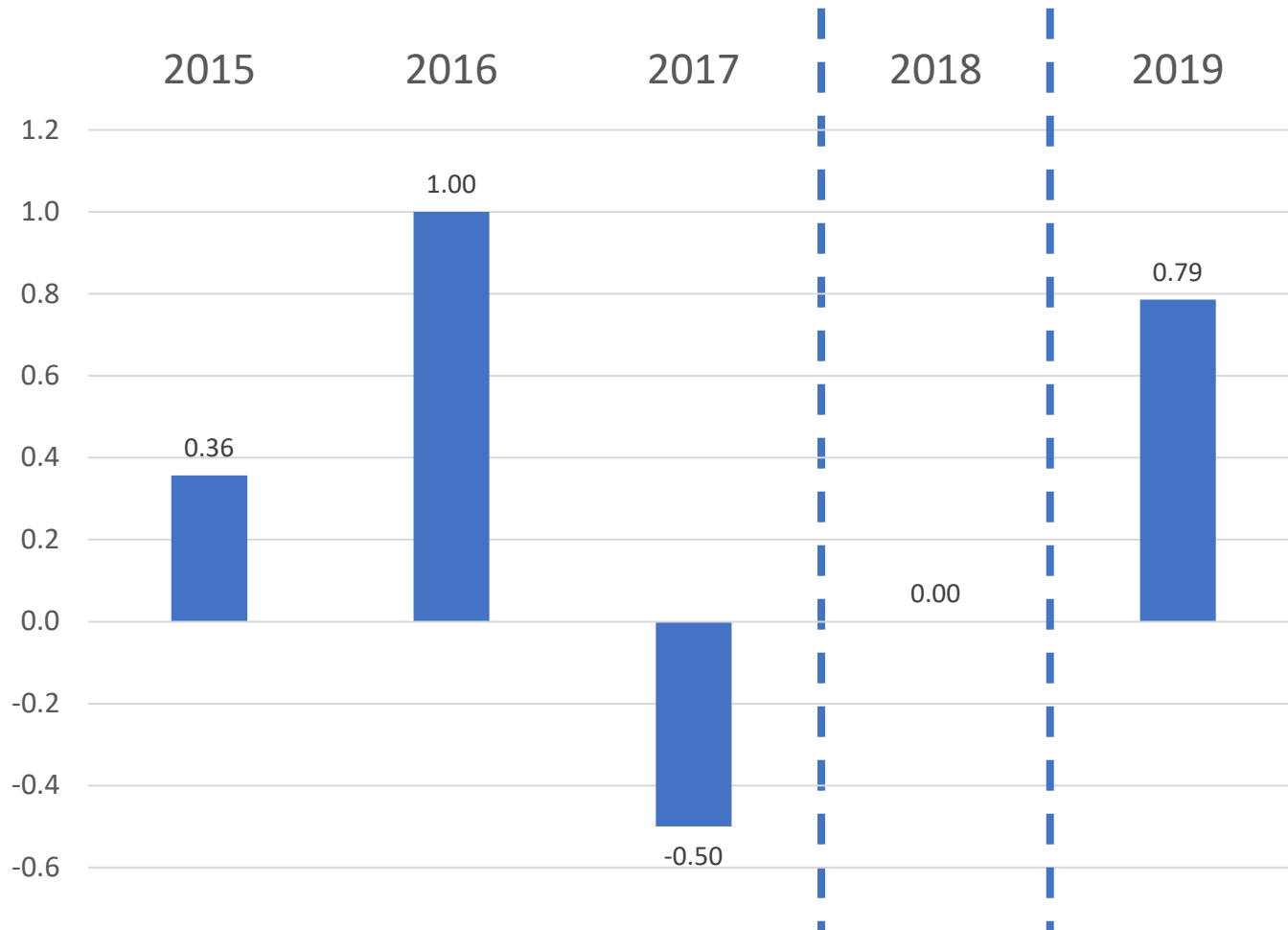
VPA of West Virginia – Appendix A.2 - ACCEL Schools Post Takeover - Partner School Academic Results
Former ICAN Schools Dropped in PI Differential the First Year after the Takeover, but Improved in 2018-19, while also Curing Financial Insolvency



* School takeover occurred too late to enact significant change for 2017-18 school year.

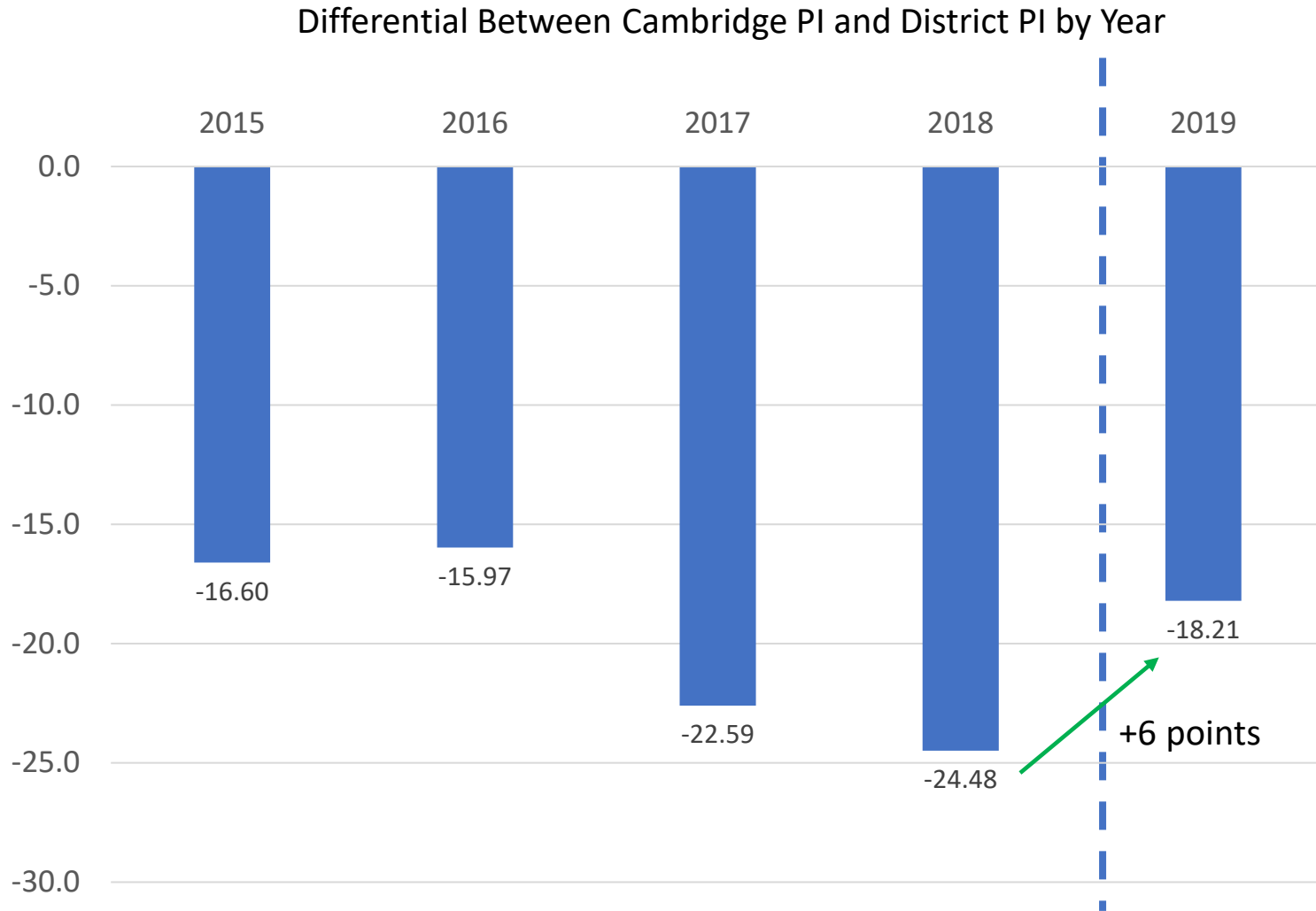
Former ICAN Schools Earned a Higher “VA GPA” than Corresponding District Schools for 2018-19, While Also Curing Financial Insolvency

Differential Between ICAN Schools “GPA” and District “GPA” by Year

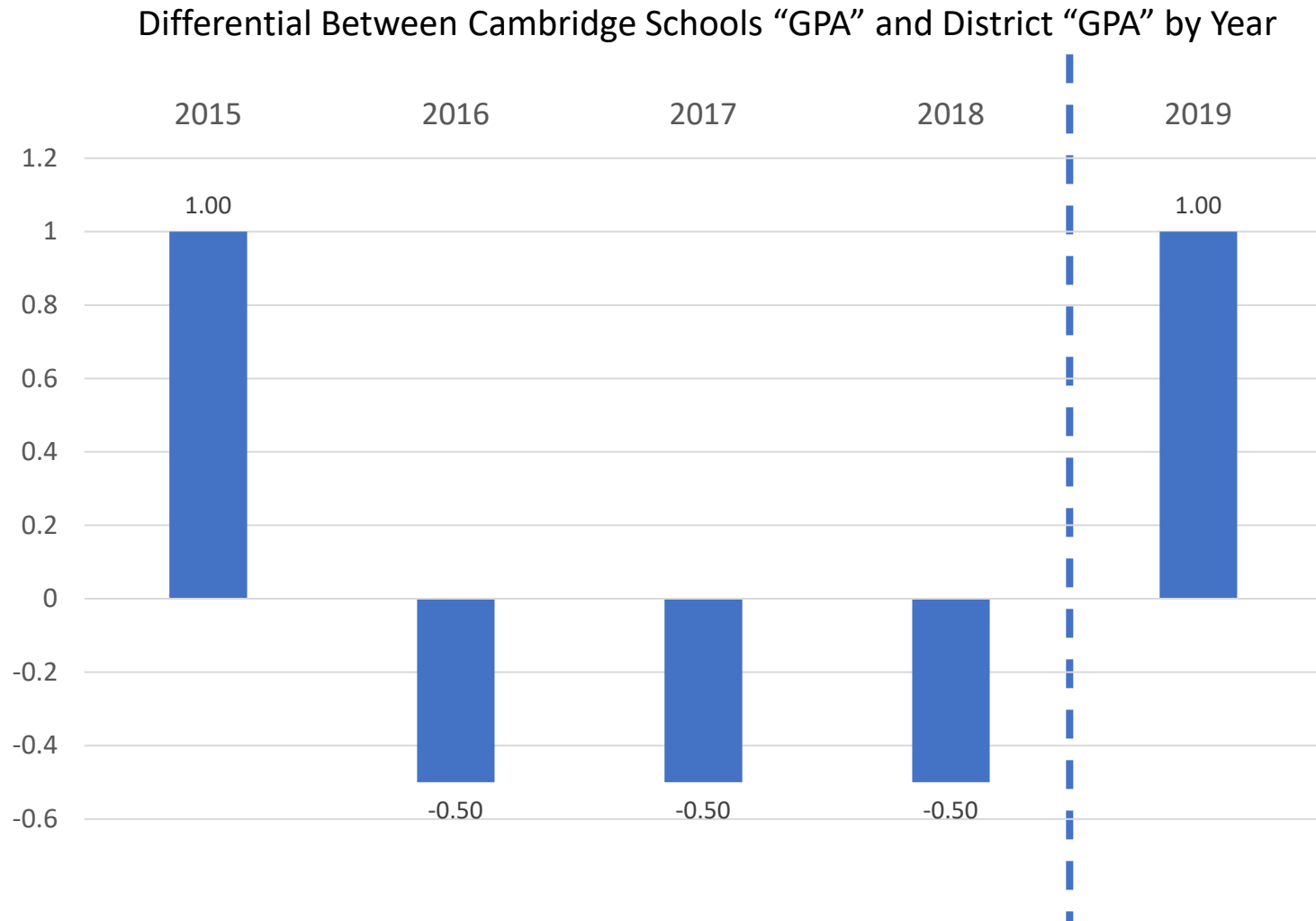


VPA of West Virginia – Appendix A.2 - ACCEL Schools Post Takeover - Partner School Academic Results

The Former Cambridge Schools Improved in PI Differential the First Year after the Accel Takeover



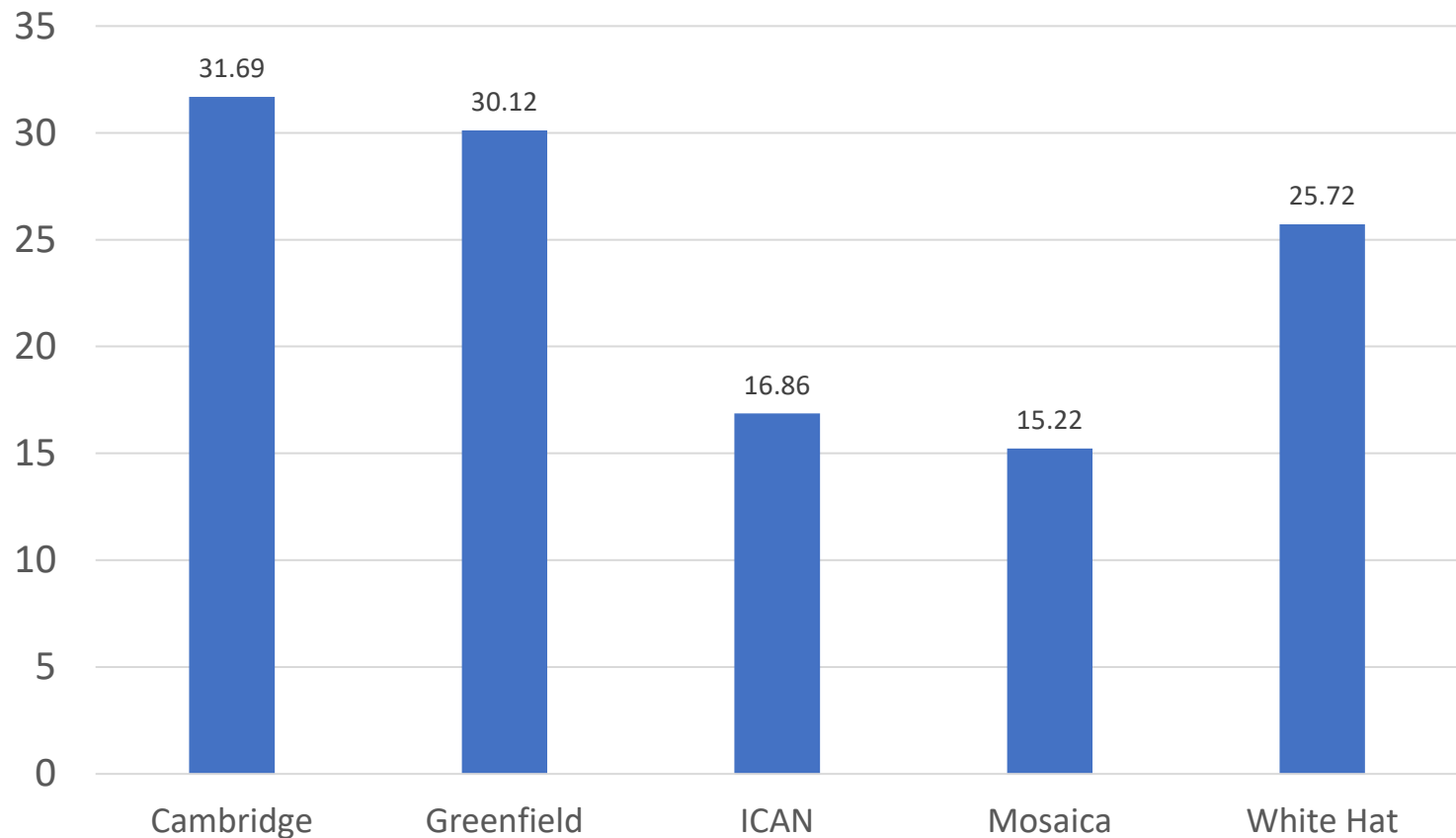
VPA of West Virginia – Appendix A.2 - ACCEL Schools Post Takeover - Partner School Academic Results
The Former Cambridge Schools Outperformed their Corresponding District Schools on “VA GPA” by a Full Point in the First Year of the Takeover



VPA of West Virginia – Appendix A.2 - ACCEL Schools Post Takeover - Partner School Academic Results

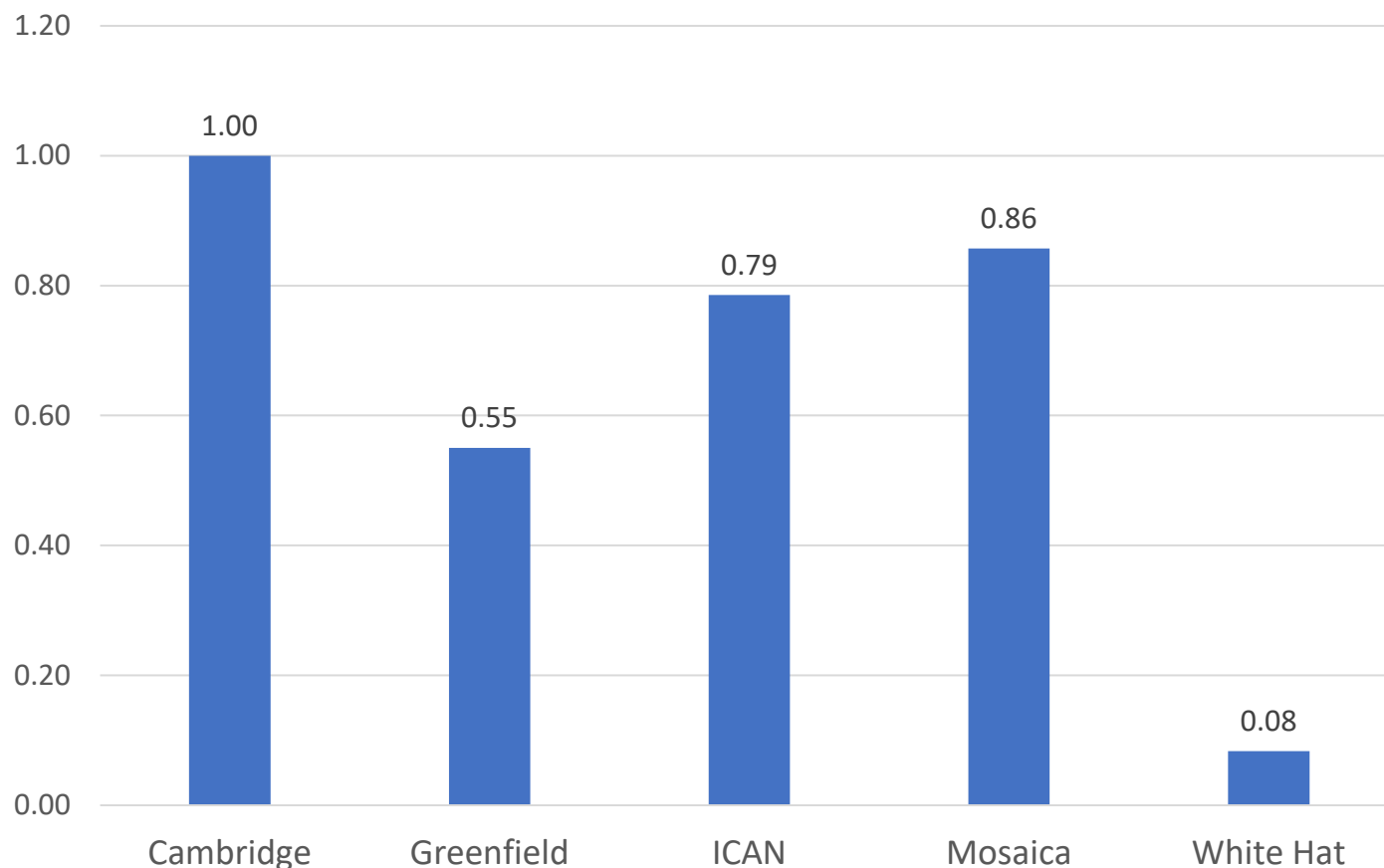
Accel Schools Acquired from Other Networks Greatly Outperform Their Corresponding District Schools on Value Added Measures

2019 Value Added (VA) Differential Between Acquired Accel Networks and Corresponding District VA Schools Using District Scores on ODE Website



VPA of West Virginia – Appendix A.2 - ACCEL Schools Post Takeover - Partner School Academic Results
The “VA GPA” Differential Between the Acquired Accel School Networks and Their Corresponding Districts is Positive for All Networks, and is Half to a Full Letter Grade Better in 4 of 5

2019 “VA GPA” Differential Between Acquired Accel Networks and Corresponding District Schools





APPENDIX A.3

ACCEL Team Member Biographies

VPA of West Virginia – Appendix A.3

ACCEL Team Member Biographies

Virtual School Academics

1. **Shannon McElwain, Senior Director of Virtual School Operations-** Shannon has served the charter school community for over 16 years. She served as a Teacher, Primary Grades Student Services Coordinator, Elementary Assistant Principal, Middle School Principal, and eventually Upper School Principal (Grades 6-12) in a long-standing and successful brick and mortar charter school in Pennsylvania. Interested in expanding her experiences, Shannon joined K12 Inc. (Stride) and served as the Director of Academics for an online school with over 10,000 students and 800 staff members. In this role she supervised all grade band Principals and Directors of Special Education, as well as the RtI team, the Professional Development team, and the Principal of Guidance Counseling. She later led their national Instructional Coaching initiative serving teachers in over 40 online schools across the United States. In her current role with ACCEL Schools, Shannon serves as Senior Director of Online School Operations supporting multiple online schools with policy creation, process/workflow design, academic oversight, operational oversight, and school launch support.
2. **Nichole Husa, Director of Online Learning Curriculum-** Nichole is an administrator with 19 years of experience in education. Prior to serving ACCEL Schools as the Director of Online Learning Curriculum, she managed Personalized Learning, technology and curriculum for a network of 5 charter schools in Detroit. She has experience with school turnarounds, specializing in developing teachers and leaders, designing tailored workshops, and developing tools that help teachers implement a differentiated and blended model into their classrooms. Nichole has grown teachers and guided their movement through a development continuum and engaged all stakeholders in the school improvement process. In addition to Nichole's work with human capital, she has maintained technology systems and iterated educational design models. At ACCEL, Nichole supports the design and implementation of all curricular tools, including online courses and supplemental digital resources.
3. **Stephanie Dunbar, Director of Online Learning Platforms-** Stephanie has served in a wide spectrum of leadership roles in online and blended learning for over the last 15 years. She has experience in the roles of lead teacher, online program developer, program manager, and VP for county online schools, state Department of Education online programs, and EMO led virtual charter schools. In her current role, Stephanie supports the ACCEL partner schools with instructional strategies using the various technology resources available. Stephanie holds a bachelor's degree from Bard College and a Master of Arts in Teaching from Emory University.

4. **Careen Lamago- Director of Special Education, Virtual Schools-** Careen has been working in the field of special education for 19 years in various roles including as a learning support teacher in brick/mortar and online schools. She served as the Director of Special Education for a large cyber charter in Pennsylvania for several years. She joined K12 Inc. and served as the Northern Region Special Programs Manager, supporting special education programming at various virtual schools in Iowa, Michigan, Ohio, Illinois and Indiana. Her responsibilities included oversight of all special education staff, programming, and compliance. In her current role, Careen supports school level administrators in developing special education processes and procedures to ensure appropriate programming and compliance.
5. **Teren Jackson- Director of Student Development, Virtual Schools-** Teren has worked in the field of children services and student support programming for 17 years in various roles. She served as an Engagement Administrator managing integrated supports for students at a large cyber charter school in Georgia. She later took on the role of Program Director at an education management organization where she led the creative design and implementation of national student support services for 50+ online schools across the nation. Teren has also worked in the Career Readiness Education field for online schools overseeing the growth and performance for a network of online career academies. In that role, she led the local business and college partnership development strategy implementing work-based learning across all programs. Teren is a certified National Dropout Specialist and has provided advocacy, training, and therapeutic support services to at-risk children and families in various school settings. In her current role, Teren supports ACCEL partner school administrators and student services teams in developing programming to ensure positive student outcomes and compliance with organizational policies and procedures.
6. **Matt Arkin- SVP Innovative Schools-** Matt brings 16 years of experience in K-12 education and youth development to Accel Schools. Previously Matt was National Vice President, Youth Development Operations at Boys & Girls Clubs of America, where he oversaw BGCA's Virtual Club Experience, Digital Youth Engagement, Product Management, Grant Management, Evaluations and Insights, and Workforce Readiness functions supporting 4,700+ Clubs serving 4MM+ youth across the country. He also served as Vice President of Student and School Success at K12, where he led organization-wide efforts to increase student engagement and decrease student mobility across K12's more than 70 public schools and 110K students. Prior to that, Matt was the founding Head of School for Georgia Cyber Academy, Georgia's first online charter school, which he grew to serve ~15K students with a team of over 600 teachers and staff. Matt has a MA in Education and MBA from Stanford University, and a BS in Computer Science from Georgia Tech.

Finance

1. **Michael Smith, Vice President of Financial Planning and Analysis-**Michael brings 20 years of experience in corporate finance working in both the private and not for profit sectors and spent 8 of those years in education. Michael has a strong knowledge of Software-as-a-Service and Platform business models and leads the Finance team with focus on budget preparation, financial planning, school analytics, decision support, financial reporting, project management, accounting operations and developing strong relationships with school leadership and Board of Directors. He holds a B.S., Finance with a Global Business Concentration from the Pamplin College of Business at Virginia Polytechnic Institute and State University.

2. **Stephen Narcisse, Director of Virtual School Finance**-Stephen has almost 25 years of experience in Finance across a variety of industries, including 6 years in virtual education. Stephen leads the Virtual School Finance team with a focus on budget preparation, financial planning, school analytics, decision support, financial reporting, and supporting new virtual school opportunities. He holds a BBA, Finance from James Madison University, and an MBA from the Kogod School of Business at American University.

Grants and Compliance

1. **Shannon Slutman, Ph.D., VP of Grants, Development and Compliance**- Dr. Slutman has 20 plus years of experience in education as a school counselor and has 16 years working with charter schools. She has supported new schools in the application and management of state and federal grants. In addition, she has worked closely with the ACCEL leadership to develop new charter schools and support their launch. In her current role, Shannon's team is responsible for maintaining school compliance and student reporting. Dr. Slutman has a M. Ed. in School Counseling and a Ph.D. in Individual and Family Studies from University of Delaware.
2. **Debra Rosebush, Manager of Grants and Compliance**- Debra is an experienced Pupil Accounting/Auditing and Compliance Manager and is serving currently in this role for ACCEL Schools. She supports ACCEL partner schools and their boards in their grant budgeting, compliance, submission, and compliance to state and federal law. Debra holds a bachelor's degree in Education from Michigan State University.

Virtual School Data Sciences, State Reporting, SIS Data Support

1. **Lauren Manowar-Jones, Ph.D., Director of School Academic Data Analysis (Consultant)**- Lauren Monowar-Jones brings 13 years of experience with Ohio Government and Education and 20 years of experience with Data Analysis. Dr. Monowar-Jones joined ACCEL Schools in 2019 and has been performing data analysis of testing results for partner schools. Prior to coming to ACCEL Schools, Dr. Monowar-Jones was the Executive Director of the Joint Education Oversight Committee for the Ohio General Assembly. For three years she worked with legislators researching education policy issues and providing informational briefs to lawmakers. For ten years prior to that, Dr. Monowar-Jones worked at the Ohio Department of Education where she led a Race to the Top program on Performance Assessment, managed the state science tests and assisted in developing Ohio's Science standards and Model Curriculum. Dr. Monowar-Jones has served as a Visiting Professor of Physics and Astronomy at Wabash College, Gettysburg College, the University of Arizona and Denison University. She has taught Physics and Astronomy courses as an adjunct with Columbus State Community College. Dr. Monowar-Jones holds a BA from Vassar College in Astronomy and Physics, an MS from Moscow State University in Physics, an MS from the University of Alabama in Physics, and an MS and PhD from the University of Florida in Astronomy.
2. **Gina Ciprotti- SIS Administrator**- Gina Ciprotti has served as a Student Information System Administrator in K-12 education for the last 16 years. The majority of those years were spent in charter schools, including a focus with online schools both with virtual/distance learning and blended learning models. She has managed multiple Student Information Systems, with PowerSchool being the most extensive. Gina holds multiple certifications for PowerSchool

Implementation and Training and is well-versed in state reporting requirements. She also manages the LMS (Learning Management Systems) programs and third-party vendor online curriculum/testing programs.

- 3. Diane Flateau-Smith-Manager of State Reporting, Virtual Schools-** Diane is a seasoned state reporting professional with over 30 years serving public school districts and charter school management companies. She has also worked for a state Information Technology Center supporting student services, gradebook and special education software support. In her current role, she manages a talent team overseeing all school state reporting.

Virtual School Marketing

- 1. Susie Siever, Director of Virtual School Marketing-** Susie has worked in the field of virtual education for 17 years. With a strong focus on student, family and Board support, Susie has served in both national and school-based roles to increase engagement, retention and promote academic success. Joining K12 Inc. in 2003, Susie filled roles such as Community Relations Manager, Director of Family Support, Head of School, Senior Director of School Services and Senior Director of Board Relations. During this time, Susie worked closely with staff, leadership and school boards of virtual schools within the K12 network. In her current role, Susie is responsible for the develop and execution of multi-channel marketing and retention plans including digital, TV/radio, print, event, and social media.

Human Resources

- 1. Emily Schmidt, Vice President of Operations-** Emily has spent the last five years managing human resources for ACCEL School's K-12 brick & mortar, online, and Pansophic Learning's early education populations. In this role, Emily oversees employee relations, recruiting, and compensation & benefits. Previously she managed international training programs for recent college graduates and trade workers as well and built in-house professional development programs for a Fortune 500 Company. Emily has over 20 years' experience in business operations, program and project management, and post-merger integration. She has worked in multiple industries including professional services, manufacturing, federal contracting, and not-for-profit. Emily is multi-lingual and has spent extensive time living overseas. Emily holds a Bachelor of Arts degree in French Studies from the University of Pennsylvania and an MBA from Hochschule Esslingen-University of Applied Sciences.

Facilities:

- 1. Wendy Schwingel, CCIM, MCR- VP of Real Estate and Facilities-** Wendy Schwingel is a passionate and collaborative global real estate and facilities executive. Currently supporting the growth and expansion for Accel Schools, Wendy has nearly 30 years in corporate real estate and facilities for multiple global Fortune 500 companies (Ingram Micro, The Dial Corporation, Toyota, Mobil Oil). Wendy holds a master's degree in systems management from the University of Southern California and a bachelor's degree in business administration from the University of Redlands. She completed the Construction Management certificate program at Arizona State University, the Program on Negotiation for Senior Executives at Harvard University and the Global Leadership certificate program at Thunderbird School of Global Management. She earned the Certified Commercial Investment Manager (CCIM) designation (exclusive to an estimated six percent of industry professionals) as well as a Master of Corporate Real Estate designation. She is a certified

professional coach and has trained and worked as a mediator and arbitrator.

Virtual School Leadership and School Development:

1. **Allison Cleveland, EVP of Virtual Schools** -Allison brings 18 years of experience in K-12 online education to ACCEL. Previously, Allison served as the EVP of School Management and Services at K12 Inc. (Stride), where she led the managed-schools division, overseeing the operations, academic, financials, and compliance for 75+ online schools with 110,000+ full-time students. Prior to K12, Allison worked at Andersen Consulting (now Accenture) and Bain & Company. Allison has a MA in Education and MBA from Stanford University, and a BS in Biomedical and Electrical Engineering from Duke University.
2. **Houston Tucker, Consultant for Accel; Founder/Chief Executive Officer FIGMENT Consulting-** Houston is the Founder and Chief Executive Officer of FIGMENT Consulting, a consulting firm dedicated to expanding and improving educational choice for parents. Houston brings over 20 years of granular experience assisting thousands of parents interested in virtual schooling to high-level strategy and development for legislatures and Departments of Education in multiple states with the goal of crafting and improving virtual school laws. Houston has also consulted for private equity firms, charter schools and virtual schools across the United States along with online education organizations and governments in various countries, including the UK, India, and several in Africa. In addition, Houston has worked with multiple education-focused start-ups in their go-to market strategies. Houston holds a BA in Business Management/Entrepreneurship from the University of Tulsa.
3. **Stacie Hutton, Advisor on VPA of W.V.; Native West Virginian; Director of Academics at ACCEL Partner School, OHDELA-** Stacie has served as a classroom teacher, coordinator of gifted programs, and as an adjunct professor in the teacher education department at Wright State University and has served as a trustee on the University of Rio Grande Board of Trustees. She has been an Ohio State Teacher of the Year nominee and is the author of several published works. Her teacher resource book, American History Detective, is in its third edition, has been referenced in scholarly works as best teaching practices, and has been presented at the prestigious teacher training workshop at Colonial Williamsburg. Her children's book, Shovelful of Sunshine, was a Moonbeam award winner and recognized by Publisher's Weekly for its sales success. Stacie has appeared on television, in newspapers, and on radio including nationally syndicated talk radio offering education related advice to viewers.
4. **Traci Esposito, Proposal Writer and Strategist-** Traci has a bachelor's degree in Elementary Education and earned her master's degree in Education with a focus on Curriculum, Instruction and Assessment in a hybrid virtual model. Traci spent 10 years in private and charter schools as a Lead Teacher, Mentor Teacher, Writing Program Coordinator, Service Program Coordinator and Academic Advisor, focusing additional time on piloting school-wide data-driven models, and training schools in the areas of center-based education and the integration of technology and music in the classroom. She also spent several years working at the State Board for Charter Schools as an Education Program Manager with oversight over academic and operational compliance as well as charter renewal contracts and the new charter application process. In the most recent 8 years, Traci created her own consulting business working with clients to refine their online content by offering services of editing, copywriting, grant writing, and educational research. In her work with one international corporation, she recently co-authored an SEL curriculum for teachers and parents to use at home, in school, or virtually during the pandemic. She has also worked with dozens of parents to provide academic consulting services as they navigate school choice. In her current role she looks forward to

streamlining systems and looking for opportunities to introduce strategic efficiency to support the efforts of her team.

5. **Susan Stagner, SVP of Virtual School Development**- Susan brings a diverse background in education, business, and technology to her current role for ACCEL Schools. In online education, Susan served as the founding Head of School for the Ohio Virtual Academy and led that online school for five years. Later serving as the VP of Schools for K12 Inc. (Stride Learning), Susan supported public virtual and blended schools in eight different states overseeing their academic, operational, and financial performance. Susan then joined Connections Academy (now Pearson Online & Blended Learning) serving as the VP of State Relations opening new virtual and blended schools in Michigan, Ohio, Indiana, Colorado, and Iowa. Susan's business experience includes various positions in engineering, program management, consulting and organizational strategy. She is a graduate of the Ohio Superintendent Leadership Institute and holds a Bachelor of Science degree in Electrical Engineering from the University of Detroit and an MBA from the University of Michigan-Dearborn.



APPENDIX A.4

School Year Calendar

**VPA of West Virginia – Appendix A.4
2022-23 Student School Calendar**

| July 2022 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

| August 2022 | | | | | | |
|-------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |
| | | | | | | |

| September 2022 | | | | | | |
|----------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |
| | | | | | | |

| October 2022 | | | | | | |
|--------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

| November 2022 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
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| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |
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| December 2022 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
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| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |
| | | | | | | |

| January 2023 | | | | | | |
|--------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
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| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |
| | | | | | | |

| February 2023 | | | | | | |
|---------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
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| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |
| | | | | | | |

| March 2023 | | | | | | |
|------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
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| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |
| | | | | | | |

| April 2023 | | | | | | |
|------------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
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| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

| May 2023 | | | | | | |
|----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |
| | | | | | | |

| June 2023 | | | | | | |
|-----------|----|----|----|----|----|----|
| Su | Mo | Tu | We | Th | Fr | Sa |
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| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |
| | | | | | | |

Important Dates for the 2022-23 School Year

| | | | | | |
|-------------------|---------------------|----------------------|---------------------------------|------------------|--------------------|
| Aug. 22 | First Day of School | Dec. 21-Jan.2 | Holiday Break | April 3-7 | Spring Break |
| Sep. 5 | Labor Day | Jan. 13 | 1 st Semester Ends | May 29 | Memorial Day |
| Nov. 8 | Election Day | Jan. 16 | Dr. M.L.K Jr. Day | May 31 | Last Day of School |
| Nov. 11 | Veterans Day | Jan. 17 | 2 nd Semester Begins | | |
| Nov. 23-25 | Thanksgiving Break | Feb. 20 | President's Day | | |



APPENDIX A.5
Sample Daily Student Calendar

VPA of West Virginia – Appendix A.5 Sample Daily Student Calendar

EARLY ELEMENTARY K-3 SAMPLE ACTIVITIES:

- Parent/Guardian logs into the AMP learning system
- AMP learning system serves up lessons for the day and scheduled activities including those activities to be supported by the Parent/Guardian and Teacher.
- Parent/Guardian and student read together the assignments and the daily schedule
- Student and Parent/Guardian organize the materials for the day's lessons and begin typical early elementary activities in three to four subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development
- Student and Parent/Guardian attend periodic synchronous sessions via the web classroom
- Student participates independently in technology supported learning games served up by the AMP System
- Teacher verifies attendance (min of 5 hours required daily)
- Teacher and Parent/Guardian review progress and Teacher modifies AMP System's course pacing and supplemental lessons as needed to maximize the learning potential of the student

UPPER ELEMENTARY 4-5 SAMPLE ACTIVITIES:

- Parent/Guardian and Student log into AMP System
- AMP System serves up lessons for the day and scheduled activities including those activities to be supported by the Parent/Guardian and Teacher
- Parent/Guardian and Student read together the assignments and the daily schedule
- Student and Parent/Guardian organize the materials for the day's lessons and begin typical upper elementary activities in four to five subject areas of concentration involving perceptual-motor development, reading individually out loud, listening, reading together out loud, and basic numeracy skill development in addition to science, language development, and foreign language study if assigned.
- Student is introduced to age appropriate novels and other readings and assigned reading assignments from a reading list of relevant novels
- Student interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the student.
- Teacher verifies attendance (5 hours required daily)
- Teacher and Parent/Guardian review progress and Teacher modifies AMP System's course pacing and supplemental lessons as needed to maximize the learning potential of the student

MIDDLE SCHOOL 6-8 SAMPLE ACTIVITIES:

- Parent/Guardian and Student log into AMP System
- AMP System serves up lessons for the day and scheduled activities including those activities to be supported by off-line activities and the organization of science experiments to be done in concert with the online science curriculum
- Parent/Guardian reviews the days lessons and activities with the Student
- Five subject areas are prepared for the day's learning activities

- Student attends synchronous learning sessions present under the direction of the Teacher
- Student interacts with others online in the development of group projects and assignments that require peer collaboration to complete
- Student interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the student
- Student works independently on skill and knowledge attainment assignments
- Student reviews expected outcomes for the day
- Student takes quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the Teacher
- Teacher verifies attendance (6 hours required daily)
- Teacher, Student and Parent/Guardian review daily progress and Teacher modifies AMP System's course pacing and supplemental lessons as needed to maximize the learning potential of the student
- Parent/Guardian logs into Parent/Guardian AMP System account to review progress and request assistance if needed
- Teacher meets virtually and by web conference tools with Parent/Guardian and Student at least every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

HIGH SCHOOL 9-12 SAMPLE ACTIVITIES:

- Student logs into AMP System
- AMP System serves up lessons for the day and scheduled activities including those activities to be supported by off-line activities and the organization of science experiments, readings, written assignments, and synchronous activities to be done in concert with the online curriculum
- Student reviews the daily lessons and activities with the Parent/Guardian
- Students review expected outcomes for the day
- Five subject areas are prepared for the day's learning activities
- Student attends synchronous learning sessions present under the direction of the Teacher
- Student interacts with others online in the development of group projects and assignments that require peer collaboration to complete
- Student interacts with technology supported learning activities designed to strengthen academic skills at a level determined by computer adaptive academic skill testing to be the appropriate level for the student
- Student takes quizzes and end of unit exams to measure skill mastery and attainment based on the lessons for the day
- Student electronically submits all required written assignments to the Teacher
- Teacher verifies attendance (6 hours required daily). Teacher, Student and Parent/Guardian review daily progress and Teacher modifies AMP System's course pacing and supplemental lessons as needed to maximize the learning potential of the student
- Student may participate in interest clubs, student government, and intramural sports
- Student participates in community support activities

- Parent/Guardian logs into Parent/Guardian AMP System account to review progress and request assistance if needed
- Teacher meets virtually and by web conference tools with Parent/Guardian and student at least every 30 days to review monthly progress, complete required documentation, and provide academic counseling or referrals to appropriate agencies for services as needed

Some students receive and execute assignments early in the morning on the same rhythm of a traditional school, but many more find their productivity is best in the afternoon or evenings. At the Virtual Preparatory Academy of West Virginia, students learn at the times convenient to their schedules while ensuring the daily minimum of instructional hours.

A weekly schedule follows what is presented in a daily schedule and is consistent over time. The Scope and Sequence of the curriculum drives what and when standards are being taught throughout the academic year.



APPENDIX A.6

Job Descriptions

VPA of West Virginia – Appendix A.6

Job Descriptions

1. **HEAD OF SCHOOL:** The Head of School (HOS) serves as the operational and administrative leader of the virtual school. The HOS is responsible for the implementation and achievement of the school's academic vision, student advancement and daily operations within the school. The HOS will work collaboratively to ensure successful academic outcomes for all students while employing long-term instructional sustainability measures involving professional development, teacher quality assessment, curriculum, and pedagogical advancement.

a. Expectation: Instructional Leadership

- Relentlessly work to meet all goals related to student achievement and school culture as well as State report card and accountability goals.
- Facilitate the implementation of a standards-based curriculum
- Review lesson plans weekly
- Conduct frequent teacher observations and debriefs
- Assume responsibility for student achievement and social-emotional wellbeing.
- Serve as the instructional leader in the grade band program(s) by facilitating a growth-focused professional environment.
- Facilitate implementation of the school's cultural programming and school wide PBIS process with an emphasis on personal and academic growth
- Coordinate all phases of summer educational opportunities as applicable
- Coordinate all phases of before and after/supplemental programs as applicable

b. Expectation: Team Leadership

- Work with staff to plan and coordinate professional development, teacher-based teams, staff in-service days, data days, etc.
- Evaluate teachers as per the State's Teacher Evaluation System.
- Recognize staff and faculty for exceptional performance regularly.
- Work with the operations team in overseeing maintenance of school census data, attendance data, and other reporting requirements as mandated by the state and/or school sponsor.

c. Expectation: Organizational Leadership

- Support student recruitment and retention and achieve annual retention goals
- Understand all compliance items as they relate to the school's Sponsor Agreement.
- Adhere to non-discrimination practices in the selection process of faculty and staff by adhering to Equal Employment Opportunity (EEO) requirements.
- Assist in completion of all accountability and student enrollment reports to the state; ensure compliance in all areas.
- Ensure the safety and wellbeing of all students and colleagues.
- Assist with updating parent and student manuals, policies, and handbooks.

d. Expectation: Community Leadership

- Effectively communicate the school's mission and vision and solicit input from parents and families about school performance, areas for improvement, and their needs.
- Engage and build strong professional relationships with parents, characterized by timely and regular communications, involving parents, wherever possible in the life of the school.
- Contribute to a positive climate and culture by exhibiting high professional standards.

- Understand, accept, abide by, and implement the school's philosophy and mission statement in all school activities.
- Coordinate special projects, such as peer mentoring, service learning and community involvement
- In conjunction with Sr. Director of Operations, plan and conduct student and family orientations
- Conduct home visits as needed.
- Other duties as assigned.

e. Qualifications

- Master's Degree in Education or a closely related field or Education Administrative Experience; Doctoral Degree in Education preferred
- Current Administrative and Teacher licenses preferred
- At least 10 years of experience in Education, 5 years' experience as K-12 administrator
- Three or more years of experience working in an online school in an instructional role
- Two or more years of experience in coaching teachers to improve their instructional planning, instructional practice, and classroom culture
- Knowledge of State Standards and Common Core Standards
- Exemplary written and verbal communication skills
- Ability to work well under pressure and effectively prioritize and execute tasks to meet deadlines consistently
- Understanding of and ability to manage confidential information
- Understanding of best practices for instructional strategies
- Prior experience in online learning and research
- Understanding of distance learning methodology, measurement, and implementation
- Understanding of employee evaluation in a corporate / non-profit setting
- Superb communication and community-building skills
- Deep knowledge of curriculum development and program design
- A record of success in operating not / for profit business
- A record of success in building community partnerships and fundraising
- Entrepreneurial passion
- Knowledge of school / non-profit management
- Ability to pass state and federal background checks

2. **PRINCIPAL**: The Principal will be responsible for the regular education program at the school, which includes, but is not limited to, ensuring that the defined instructional model is successfully implemented at the school, and supervising and evaluating the teaching staff. The principal will have prior experience as a principal or assistant principal, preferably within the state.

a. Expectations

- Assist potential applicants and students in understanding the school program and answering all questions
- Assist in overseeing Admissions Counseling process
- Participate as required in Admissions Counseling process
- Review student transcripts
- Work with students and families to advise of and select curriculum choices

- Prepare all transcript information for withdrawn and expelled students
- Assist with student vocational interest surveys, vocational guidance, SAT/ACT preparation, SAT/ACT testing location identification, notify of vocational job fairs throughout the state, and notify of college job fairs throughout the state
- Maintain communication with teaching staff on student progress, truancy and attendance and concerns
- Conduct conferences with parents and students, both in person and over the phone as needed
- Prepare for and/or attend student gatherings
- Motivate students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders
- Become Administrator point of contact develop plans to negate academic issues that impact progress toward successful completion of course work
- Course planning and Academic counseling as required
- Exhibit sound judgment in all decision-making matters
- Gather, maintain, and submit all student information and forms in a professional and timely manner
- Maintain confidentiality concerning all student information and any professional matters
- Utilize effective time management
- Use computers and other technology provided to assist students
- Work in a professional and cooperative manner with others to achieve duties and responsibilities
- Exhibit punctuality
- The Academic Advisor is required to attend and/ or participate in such other activities as directed by the Administrator such as: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, and study and help resolve school problems
- Act in accordance to the directives and assignments given by the Administrator
- Perform other duties as assigned

b. Position Requirements

- Bachelor's degree;
- proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications; excellent verbal and written communication skills;
- strong ability to gather, analyze, and interpret student transcript data to make sound decisions;
- exhibit flexibility with regard to decision-making, daily challenges, and job duties;
- has strong sense of integrity;
- has a "team player" attitude; •ability to work in a diverse educational community setting;
- satisfactory completion of state required criminal history check and health tests; and physical ability to lift up to 25 pounds

c. Knowledge, Skills, Abilities and Personal Characteristics

- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality.
- Demonstrates a reliable, dependable, and trustworthy work ethic.
- Ability to manage difficult or emotional client situations
- Ability to make sound judgments after all available information has been gathered or communicated.
- Demonstrates a mature attitude and insight into matters affecting department, self and / or company welfare.
- Demonstrated leadership and management ability.
- Excellent written and oral communication skills.
- Able to work well under pressure, effectively prioritizing and executing tasks to meet deadlines consistently.
- Customer service oriented; analytical ability to interpret and explain complex instructions.
- Ability to learn new technologies and acquire new skills through independent study, professional training, and from more senior team members.

3. **TEACHER:** The Teacher effectively educates elementary students in conformity with the school philosophy and policies and rules of the governing bodies.

a. Responsibilities

- Serve as the teacher of record and primary instructor in all core content areas.
- Teach all subjects following the school's course of study or as assigned utilizing technology and varying teaching modalities
- Plan and execute instructional lesson plans
- Adapt and enrich the curriculum using multiple strategies and online tools in imaginative ways to actively engage students in their learning for enrichment or remediation purposes
- Align material to standards and or create course material aligned to applicable standards
- Motivate students to achieve their full attendance, academic, and behavioral goals, as well as other goals identified
- Maintain a positive school environment through effective conflict resolution, collaboration, positive reinforcement, and educational leadership modeling
- Maintain a safe classroom environment
- Issue discipline in an orderly fashion conducive to good learning
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline record
- Establish and maintain a positive rapport with students, parents, staff, school administration, and other stakeholders
- Maintain effective communication on an ongoing basis with students, parents, staff, school administration, and other stakeholders
- Perform student home visits as needed
- Prepare and administer all standardized tests as directed
- Work with the teaching staff to improve nationally normed, standardized and proficiency testing results
- Recognize opportunities for teachable moments with students
- Gather, maintain, and submit all student information and forms in a professional and timely manner

- Develops classroom experiences that teach students not only facts but how to apply what they learn to solve real world problems
- Possess the knowledge to learn data and delivery systems necessary for the content, resources, and systems to create, manage, and assess engaging and relevant student learning experiences and support students in their learning experiences both inside and outside the school.
- Maintain confidentiality concerning all student information and any professional matters
- Uses computers and other technology provided to assist and support students in their learning
- Participate in ongoing professional development activities
- Work in a professional and cooperative manner with others to achieve duties and responsibilities
- Attend and/or participate in school activities as directed by the Administration such as: faculty meetings (before or after school hours), open houses, commencement exercises, field trips, professional learning communities
- Models tolerance, global awareness, reflective practice, and the behavior we expect from our students
- Actively assists in student recruitment and retention activities as directed by the Administrator
- Perform other duties as assigned

b. Qualifications

- Bachelor's degree in education or related field
- Current teaching license in all relevant content areas and grade bands
- Strong content knowledge in one or more content areas
- Familiarity with the Response to Intervention (RtI) process
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Prior online teaching experience preferred
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Excellent verbal and written communication skills
A passion for teaching and genuine care for children
- Understanding of and ability to manage confidential information
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Ability to work with a diverse and distributed student body and peer group
- Ability to pass state and federal background checks

4. **OPERATIONS MANAGER**: The Operations Manager will be responsible for managing the day-to-day operations and reporting at the school. This person will be responsible for ensuring that students are properly enrolled in the school and that the ACCEL Management Platform (AMP) is successfully implemented and maintained at the school. The Operations Manager is also responsible for ensuring that school reporting requirements are met in an accurate and timely fashion.

a. Responsibilities

- Supervise the local operations team members and oversee the following school functions: student records, local and state testing, attendance and truancy tracking and follow-up, and office and facilities management

- Act as a resource for internal (staff) and external (students and families) stakeholders by providing resolution and management of escalated needs across a variety of topics (school procedures, technology systems, materials, etc.)
- Act as a liaison between school team members and members of the larger Accel support team to identify operational needs and develop school level procedures that allow the larger Accel organization to support the school.
- Serve as a member of the school leadership team
- Work collaboratively with other school administrators to develop, document, and electronically archive operational procedures and workflows to support implementation of school policies
- Audit current procedures and identify opportunities to streamline and improve processes for better school efficiencies, compliance, and stakeholder satisfaction
- Stay up to date on department of education and authorizer policies and compliance items and state educational laws
- Manage student information per state and federal law with the support of the Accel compliance and systems teams
- Coordinate communication with external vendors as needed
- Performs all other job duties as assigned.

b. Qualifications

- Bachelor's Degree Required, master's degree Preferred
- Proficiency in Microsoft Office and Google Suite Products
- Strong spreadsheet skills including the ability to use basic and intermediate formulas and function
- Prior experience working in a school setting preferred
- Prior experience managing law and regulatory compliance
- Prior experience creating and documenting procedures and workflows
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality.
- Demonstrate a reliable, dependable, and trustworthy work ethic.
- Ability to manage difficult or emotional client situations
- Ability to make sound judgments after all available information has been gathered or communicated.
- Demonstrate a mature attitude and insight into matters affecting welfare of school and self
- Demonstrated leadership and management ability.
- Excellent written and oral communication skills.
- Ability to work well under pressure, effectively prioritizing and executing tasks to meet deadlines consistently.
- Oriented to customer service
- Ability to learn new technologies and acquire new skills through independent study, professional training, and from more senior team members
- Ability to work independently and contribute to a team
- Understanding and ability to manage confidential information
- Ability to lift 25 lbs.
- Ability to pass federal and state criminal background checks
- Metro-Phoenix resident

5. ATTENDANCE/TESTING OFFICER

a. Responsibilities

- Perform accurate and timely data collection and reporting including the following items and systems
 1. Student Record Maintenance (SRM)
 2. Days and Clock HoursoGeneral Teacher Student Data Link (TSDL)
 3. Michigan Student Data System (MSDS)
 4. Registry of Education Personnel (REP)oSchool Infrastructure Database (SID)
 5. Migrant Education ProgramoSpecial Education Transportation Expenditure
 6. Special Education Actual CostoGraduation and Dropout Application (GAD)
 7. Immunizations
- Assist with resolving data issues that arise from internal corporate or state audits
- Assist with sending truancy letters at required touch points
- Assist with reviews of daily, weekly, and monthly reports along with continuous feedback to school leadership
- Identify and communicate attendance and truancy issues
- Attend State and District professional development sessions related to reporting
- Respond to questions from Finance and Accounting and participate as needed in audit responses
- Other duties as assigned

b. Qualifications

- Bachelor's degree
- Minimum of 2 years' registrar experience or other data entry and reporting experience, preferably in a school setting
- Experience working with a diverse workforce or customer base•
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Ability to learn new technologies and acquire new skills through independent study, professional training, and from more senior team members
- Can add, subtract, multiple and divide quickly and accurately.
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions
- Ability to handle confidential information responsibly
- Ability to maintain composure and job performance under changing or stressful conditions
- Ability to pass federal, state, and local background checks

6. REGISTRAR: The Registrar serves as the primary point of contact for potential new students and families throughout the enrollment process, communicating frequently and addressing questions or concerns.

a. Responsibilities

- Create and maintain student files in accordance with State laws and regulations
- Track receipt of student records and follow up with prior schools to obtain any missing documents
- Receive incoming student records and add to student files
- Receive requests for records for withdrawn students and prepare and send student files

- Upon receipt of records enter any needed student information into the Student Information System (SIS)
- Act as point of contact for all requests for student information from schools and county agencies, and collaborate with administrative team to prepare any information needed to respond to such requests
- Ensure completion of withdraw forms
- Process student withdraws daily in the school Student Information System (SIS)
- Track new enrollment approvals and inform school stakeholders of student start dates
- Establish and maintain a positive rapport with, students, parents, staff, school administration, and other stakeholders
- Maintain confidentiality concerning all student information and any professional matters
- Utilize effective time management
- Answer phones and assist in all aspects of maintaining a professional office, including but not limited to fielding and directing incoming calls, filing, copying, faxing, etc.
- Perform other duties as assigned

b. Qualifications

- Bachelor's Degree or equivalent required
- Previous outstanding school-related customer service experience required
- Minimum of one year data entry, records management, or equivalent experience required
- Minimum of one year of school admissions or retention experience preferred
- Excellent oral and written communication skills
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Understanding of and ability to manage confidential information
- Ability to travel and possess own reliable transportation
- Ability to work flexible hours that may include some evenings and weekends
- Ability to work with a distributed workforce and clientele
- Ability to pass state and federal background checks

7. ADMINISTRATIVE ASSISTANT

a. Responsibilities

- Create and maintain student files in accordance with ___ State laws and regulations
- Track receipt of student special education records and follow up with prior schools to obtain any missing documents
- Receive incoming student's special education records and add to student files
- Receive requests for records for withdrawn students receiving special education services at Virtual Preparatory Academy of _____ and prepare and send student files
- Upon receipt of records enter any needed student information into the Student Information System (SIS)
- Utilize and implement strong organizational tools (Excel) to track and share data
- Act as point of contact for all requests for student's special education information from schools and county agencies, and collaborate with administrative team to prepare any information

needed to respond to such requests

- Track new enrollment approvals and inform school stakeholders of student start dates for those students receiving special education services
- Run special education compliancy reports on a scheduled basis
- Assist in data collection for accommodations for required local and state testing
- Establish and maintain a positive rapport with, students, parents, staff, school administration, and other stakeholders
- Maintain confidentiality concerning all student information and any professional matters
- Utilize effective time management
- Answer phones and assist in all aspects of maintaining a professional office, including but not limited to fielding and directing incoming calls, filing, copying, faxing, etc.
- Manage, direct, and submit Social Security requests in online portal
- Perform other duties as assigned

b. Qualifications

- Bachelor's Degree or equivalent preferred;
- High School Diploma is required
- Must be able to work onsite in ____ several days per week
- Previous outstanding school related customer service experience required;
- Minimum of one year of school admissions or retention experience preferred;
- Excellent oral and written communication skills;
- Proficiency in MS Office Suite, especially Excel;
- Ability to communicate under stressful conditions;
- Effective organizational skills with the ability to perform multi-tasks;
- Ability to travel and possess own reliable transportation;
- Ability to work flexible hours that may include some evenings and weekends;
- Has strong sense of integrity;
- Has a "team player" attitude;
- Ability to work in a diverse educational community setting;
- Satisfactory completion of state required criminal history check; and
- Physical ability to lift up to 25 pounds.

8. **SPECIAL EDUCATION MANAGER**: This position's responsibilities include the oversight and development of innovative special education services to meet diverse student needs and ensure quality of education and compliance.

a. Responsibilities

- Contribute to the leadership team working as an active member of the Administrative Staff; assist in the development and training of the total school philosophy of special education
- Ensure Special Education staff are maintaining all student records and files in accordance with timelines and guidelines as established by ____ state law and ____ Department of Education best practices
- Suggest/develop new policies, procedures or changes essential to special education programs and compliance
- Evaluate on an ongoing basis special education program staff, curriculum, and procedures
- Create and implement data collection processes to inform assessment of program

effectiveness as well as student growth

- Prepare updates for the Board of Trustees regarding special education services, program needs, and budget trends
- Maintain confidentiality concerning all student information and any professional matters
- Work with the teaching staff to improve standardized and proficiency testing results
- Hire and oversee the training on all Special Education staff
- Collaborate with the HOS, Principals and Assistant Principals in overseeing and evaluating Intervention Specialists
- Act as point of contact with all agencies providing related services to students, manage contracts and agreements related to services in collaboration with supervisor.
- Participate in ongoing training to enhance professional skills
- Provide resources for Special Education staff
- In collaboration with the Testing Manager, track and plan for provision of all documented student accommodations for state and district testing
- Act as point of contact for outside agencies and service providers working with students
- Collaborate with the State Reporting Coordinator to ensure all data for Special Education students is accurately captured and reported.
- Participate in such other activities as directed: faculty meetings (before or after school hours), open houses, commencement exercises, chaperone student activities, provide guidance for students, participate in professional learning communities, study and help resolve school problems, and participate in the preparation of courses of study -- these activities demonstrate valuable support
- Perform student home visits as required
- Serve as LEA for IEP/ETR meetings
- Perform other duties as assigned

b. Qualifications

- Master's Degree minimum;
- Certification/licensure in Special Education Supervision;
- Proficient in computer applications, including MS Office Suite, Google applications, e-mail, and internet applications; excellent verbal and written communication skills;
- Exhibit genuine care for children and a passion for teaching;
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions;
- Exhibit flexibility with regard to decision-making, daily challenges, and job duties;
- Has strong sense of integrity;
- Has a "team player" attitude;
- Ability to work in a diverse educational community setting;
- Understanding of the community and student demographics;
- Understanding of the RtII/MTSS process;
- Understand state proficiency testing as well as state teaching standards;
- Satisfactory completion of state required criminal history check and health tests;
- Physical ability to lift up to 25 pounds

9. SPECIAL EDUCATION COORDINATOR

a. Responsibilities

- Develop and implement professional development opportunities related to special education implementation, services, and transition services to intervention teams and building staff.
- Coach, observe, provide feedback, and support special education staff.
- Lead professional development during monthly team meetings.
- Maintain a reduced roster and the timelines and tasks associated with them.
- Provide technical guidance and support related to IDEA and its implementation.
- Collaborate with school-based IEP teams to write, and progress-monitor, meaningful transition plans.
- Co-teach a career exploration class
- Identify and implement Age-Appropriate Transition Assessments.
- Initiate and develop partnerships between the schools, students, and the community/community agencies.
- Link students to adult services when necessary/applicable.
- Perform other duties as assigned.

b. Qualifications

- Bachelor's Degree and current Michigan teaching certificate with special education endorsement.
- Minimum 3 years' experience as a special education teacher and experience coordinating transition services per caseload's IEP.
- Minimum 1 years' experience in a similar or related position preferred.
- Knowledge of Individuals with Disabilities Education Act.
- Experience vetting and implementing Age-Appropriate Transition Assessments.
- Ability to work well under pressure, and effectively prioritize and execute tasks to meet deadlines consistently; as well as the ability to coordinate services and providers.
- High degree of accuracy and attention to detail.
- High quality written and verbal communication skills.

10. SPECIAL EDUCATION REGISTRAR

a. Responsibilities

- Create and maintain student files in accordance with (State) laws and regulations
- Track receipt of student special education records and follow up with prior schools to obtain any missing documents
- Receive incoming student's special education records and add to student files
- Receive requests for records for withdrawn students receiving special education services at Virtual Preparatory Academy of _____ and prepare and send student files
- Upon receipt of records enter any needed student information into the Student Information System (SIS)
- Utilize and implement strong organizational tools (Excel) to track and share data
- Act as point of contact for all requests for student's special education information from schools and county agencies, and collaborate with administrative team to prepare any information needed to respond to such requests
- Track new enrollment approvals and inform school stakeholders of student start dates for those students receiving special education services
- Run special education compliancy reports on a scheduled basis

- Assist in data collection for accommodations for required local and state testing
- Establish and maintain a positive rapport with, students, parents, staff, school administration, and other stakeholders
- Maintain confidentiality concerning all student information and any professional matters
- Utilize effective time management
- Answer phones and assist in all aspects of maintaining a professional office, including but not limited to fielding and directing incoming calls, filing, copying, faxing, etc.
- Manage, direct, and submit Social Security requests in online portal
- Perform other duties as assigned

b. Qualifications

- Bachelor's Degree or equivalent required;
- Must be able to work onsite in (location)
- Previous outstanding school related customer service experience required;
- Minimum of one year of school admissions or retention experience preferred;
- Excellent oral and written communication skills;
- Proficiency in MS Office Suite, especially Excel;
- Ability to communicate under stressful conditions;
- Effective organizational skills with the ability to perform multi-tasks;
- Ability to travel and possess own reliable transportation;
- Ability to work flexible hours that may include some evenings and weekends;
- Has strong sense of integrity;
- Has a "team player" attitude;
- Ability to work in a diverse educational community setting;
- Satisfactory completion of state required criminal history check; and
- Physical ability to lift up to 25 pounds.

11. SPECIAL EDUCATION TEACHER: The Special Education Teacher supports the educational and behavioral goals of all students with a focus on students with an Individualized Education Program. The Special Education Teacher assists with the implementation of the Individualized Education Plan (IEP) for each student served, writes IEPs in a timely manner, participates in the Multi-Tiered System of Supports (MTSS) and maintains student records and files according to federal, state and local mandates.

a. Responsibilities

- Understand, accept, and abide by the philosophy and mission statement in all his/her school activities
- Assist with the implementation of the IEP for each student served
- Maintain all student records and files and will follow up on all requests for IEP and MFE dates
- Use computers and other technology provided to assist students
- Write lessons plans to accommodate IEP curriculum
- Teach all subjects following the course of study or as assigned
- Prepare and administer all standardized tests as directed
- Maintain confidentiality concerning all student information and any professional matters
- Work with the teaching staff to improve standardized and proficiency testing results
- Gather, maintain, and submit, as directed, all information and forms related to the use of technology

- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Maintain the classroom environment and discipline in an orderly fashion conducive to good learning
- Work in a professional and cooperative manner with others to achieve duties and responsibilities
- Act in accordance to the directives and assignments given by the Administrator
- Agree to abide by the policies, directives, and guidelines
- Write IEPs in a timely manner
- Provide information to school staff regarding needs
- Collaborate with teachers, psychologists, parents and Administrator
- Participate in the RtI
- Research and locate prior school IEP
- Work with related services to keep evaluations current, updated every three years
- Plan and deliver services for students with special needs
- Provide resources for classroom teachers for areas of disability
- Continuously maintain current training and updates pertaining to policies
- Be aware of students status for state and district testing and provide proper accommodation
- Schedule IEP meetings as needed
- Collaborate with professionals outside of school to continuously remain updated on student's progress
- Provide EMIS forms to the data entry personal for all students with disability
- Perform student home visits as required
- Perform other duties as assigned

b. Qualifications

- Bachelor's Degree minimum;
- Current certification/licensure in appropriate area;
- Proficiency in computer applications, including MS Office Suite, e-mail, and internet applications;
- Excellent verbal and written communication skills;
- Strong content knowledge in one or more content areas;
- Exhibit genuine care for children and a passion for teaching;
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions;
- Exhibit flexibility with regard to decision-making, daily challenges, and job duties;
- Has strong sense of integrity;
- Has a "team player" attitude;
- Ability to work in a diverse educational community setting;
- Understand the community and student demographics;
- Understand or is willing to learn the RtI process;
- Understand state proficiency testing as well as state teaching standards;
- Satisfactory completion of state required criminal history check and health tests;
- Successful completion of federal and state criminal background checks; and

- Physical ability to lift up to 25 pounds

12. **STUDENT SERVICES COORDINATOR**

a. **Responsibilities**

- Develop expertise in school and state eligibility requirements
- Ensure program compliance through document request, evaluation, and submission
- Assist with the implementation of the IEP for each student served
- Maintain confidentiality concerning all student information and any professional matters
- Update student records in all student information systems
- Participate in and coordinate the development of pertinent professional development activities
- Perform other duties as assigned

b. **Qualifications**

- Bachelor's degree in education, social services, or related field
- Current teaching license
- Prior experience working as a teacher tutor, counselor, or mentor to youth
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications;
- Excellent verbal and written communication skills;
- Strong ability to gather, analyze, and interpret student transcript data to make sound decisions;
- Understanding of and ability to manage confidential information
- Ability to work well under pressure as well as effectively prioritize and execute tasks to meet deadlines consistently
- Ability to work with a diverse and distributed community
- Ability to pass state and federal background checks

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

a. **Responsibilities**

- Deliver proactive guidance curriculum to individuals and groups
- Respond to individual and group needs with responsive counseling and programming
- Review transfer student transcripts and inform appropriate course placements
- Maintain and review transcripts for active students and inform credit award procedures
- Create and maintain student graduation plans
- Provide career readiness curriculum and facilitate creation of career plans
- Create and maintain Student 504 plans
- Analyze student data to provide input on appropriate academic programs and interventions
- Travels to support testing efforts and school events within the state as needed

b. **Skills/Qualifications**

- Valid State Guidance Counselor license
- Bachelor's degree plus one (1) year previous experience in counseling and/or advisement OR equivalent combination of education and experience

- Experience with the ASCA model
- Experience with K-12 online learning
- Experience with Local, State, and Federal laws and mandated reporting
- Proficiency in Microsoft Office and Google Suite Products
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality.
- Ability to manage difficult or emotional situations and make evidence-based decisions
- Excellent written and oral communication skills.
- Ability to work well under pressure, effectively prioritizing and executing tasks to meet deadlines consistently.
- Customer service oriented
- Ability to work independently and contribute to a team
- Ability to pass federal and state criminal background checks

14. **SUCCESS COACH:** The Success Coach effectively advises students and motivates them to achieve their full attendance, academic, and behavioral goals. In adherence to the school philosophy and policies and rules of the governing bodies, the Success Coach explains and offers guidance to students on class selection, requirements for success, and career paths.

a. Responsibilities

- Review, process, and offer guidance to students and parents regarding curriculum choices, class schedules, as well as vocational and post-secondary options after school
- Assist potential applicants and students in understanding the school program, answering all questions
- Actively participate in Admissions Counseling process
- Maintain effective and timely communication with teaching staff and parents on student progress, truancy and attendance and concerns
- Work with school leadership and instructional team to develop plans to negate academic issues that impact student progress toward successful completion of course work
- Administer student vocational interest surveys, vocational guidance, SAT/ACT preparation, SAT/ACT testing location identification, notify of vocational job fairs throughout the state, and notify of college job fairs throughout the state
- Prepare all transcript information for withdrawn and expelled students
- Attend, participate in and/or chaperone school activities such as faculty meetings (before or after school hours), open houses, commencement exercises, student activities
- Other duties as assigned

b. Qualifications

- Bachelors' degree
- Prior experience in customer service including interpreting and explaining complex instructions
- Prior experience working with a diverse customer population
- Proficiency in computer applications, including Google Docs, MS Office Suite, e-mail, and internet applications
- Ability to learn new technologies and acquire new skills through independent study, professional training, and from more senior team members
- Excellent written and verbal communication skills that reflect professionalism and tact at all

times

- Strong ability to gather, analyze, and interpret student transcript data to make sound decisions
- Ability to problem solve in a thoughtful and analytic manner
- Ability to handle confidential information responsibly and exhibit sound judgment while maintaining that confidentiality
- Ability to manage difficult or emotional client situations
- Ability to and willingness to work occasional evenings
- Ability to pass federal, state, and local background checks
- In-state residence preferred

15. **ELL TEACHER/COORDINATOR:** The English Language Learner Teacher is responsible for providing ELL K-8 program administration, professional support and training, and student and family services. The ELL teacher applies sound language acquisition principles to program development, teacher support, and student education. In addition, the ELL Teacher advises administration in order to ensure state and federal compliance.

a. Responsibilities

- Understand, accept, and abide by the philosophy and mission statement in all his/her school activities
- Maintain all student records and files and will follow up on all requests for IEP and MFE dates
- Use computers and other technology provided to assist students
- Write lessons plans to accommodate ELL
- Teach all subjects following the course of study or as assigned
- Maintain confidentiality concerning all student information and any professional matters
- Prepare and administer all standardized tests as directed
- Maintain confidentiality concerning all student information and any professional matters
- Work with the teaching staff to improve standardized and proficiency testing results
- Gather, maintain, and submit, as directed, all information and forms related to the use of technology
- Keep accurate records on each student such as grade books and progress reports, lesson plans, attendance records, and behavior/discipline records
- Maintain the classroom environment and discipline in an orderly fashion conducive to good learning
- Work in a professional and cooperative manner with others to achieve duties and responsibilities
- Act in accordance to the directives and assignments given by the Administrator
- Agree to abide by the policies, directives, and guidelines
- Provide information to school staff regarding needs
- Collaborate with teachers, psychologists, parents and Administrator
- Participate in the RtII
- Work with related services to keep evaluations current, updated every three years
- Plan and deliver services for students with special needs
- Provide resources for classroom teachers for areas of disability
- Continuously maintain current training and updates pertaining to policies

- Be aware of students status for state and district testing and provide proper accommodation
- Schedule IEP meetings as needed
- Collaborate with professionals outside of school to continuously remain updated on student's progress
- Provide EMIS forms to the data entry personal for all students with disability
- Perform student home visits as required
- Perform other duties as assigned

b. Qualifications

- Bachelor's Degree minimum;
- Current certification/licensure in appropriate area;
- Proficiency in computer applications, including MS Office Suite, e-mail, and internet applications;
- Excellent verbal and written communication skills;
- Strong content knowledge in one or more content areas;
- Exhibit genuine care for children and a passion for teaching;
- Strong ability to gather, analyze, and interpret student data to make sound educational decisions;
- Exhibit flexibility with regard to decision-making, daily challenges, and job duties;
- Has strong sense of integrity;
- Has a "team player" attitude;
- Ability to work in a diverse educational community setting;
- Understand the community and student demographics;
- Understand or is willing to learn the RtI process;
- Understand state proficiency testing as well as state teaching standards;
- Satisfactory completion of state required criminal history check and health tests;
- Successful completion of federal and state criminal background checks; and
- Physical ability to lift up to 25 pounds



APPENDIX A.7

Staffing Chart

VPA of West Virginia – Appendix A.7 - Staffing Chart

| VPA of West Virginia Staffing (FTE) | | | | | |
|---|-------------|-------------|-------------|-------------|--------------|
| | SY 2022-23 | SY 2023-24 | SY 2024-25 | SY 2025-26 | SY 2026-27 |
| Enrollment Projection | 600 | 1000 | 1400 | 1600 | 2000 |
| Administration | | | | | |
| Head of School | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Principal | 1.0 | 1.0 | 1.0 | 2.0 | 2.0 |
| Operations Manager | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Registrar | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Administrative Assistant | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Attendance/Testing Officer | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| General Education Teachers | | | | | |
| Grade K-5 | 5.3 | 6.2 | 10.0 | 11.6 | 12.4 |
| Grade 6-12 | 12.0 | 24.0 | 31.7 | 36.0 | 48.0 |
| Total General Education Teachers | 17.3 | 30.2 | 41.7 | 47.6 | 60.4 |
| Student Support Services | | | | | |
| Student Services Coordinator | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Success Coaches | 2.0 | 4.0 | 5.0 | 5.0 | 7.0 |
| Counselors | 1.0 | 2.0 | 3.0 | 4.0 | 5.0 |
| ELL Teacher | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Special Education | | | | | |
| Manager of Special Education | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Coordinator of Special Education | 1.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Special Education Registrar | 0.0 | 1.0 | 1.0 | 1.0 | 1.0 |
| Special Education Teachers | 6.0 | 10.0 | 14.0 | 16.0 | 20.0 |
| Totals Above(FTE) | 36.3 | 57.2 | 74.7 | 84.6 | 104.4 |



APPENDIX A.8
ACCEL Management Agreement

VPA of West Virginia - Appendix A.8 - ACCEL Management Agreement

MANAGEMENT AGREEMENT

This Management Agreement (the “*Agreement*”) is entered into as of _____, 2022 (“*Effective Date*”) by and between Accel Online East LLC, a Delaware limited liability company (“*Accel*”), and Virtual Preparatory Academy of West Virginia, Inc. (the “*School*”), a non-profit West Virginia corporation and public 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*”) (as such provision may be amended from time to time) and the School has entered into a School Charter Contract (the “*Charter Contract*”) with West Virginia Professional Charter School Board (the “*Authorizer*”) pursuant to which the School is authorized to operate a full-time virtual public charter school under State law;

Whereas, Accel was established, among other reasons, to manage public charter schools, and is expected to provide valuable assistance and expertise, including regulatory, financial, administrative and other advice, in connection with the operation of the School; and

Whereas, the School and Accel (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, ADMINISTRATIVE AND TECHNOLOGY SERVICES

1.1 Educational Services.

- (a) During the Term (as defined in ARTICLE II below), Accel will provide to the School the following educational products and services (the “*Educational Services*”):
 - (i) Curriculum and Assessment. Implementation of the educational goals and programs set forth in the Charter Agreement (the “*Educational Program*”) for a learn at your own pace program by providing curriculum, assessment tools, a learning management system, a student information system and a content management system in all subjects and grades Accel generally offers to its managed programs customer; curriculum for all other subjects required by applicable law; and additional curriculum or educational programs Accel recommends to achieve the goals of the Educational Program. In the event Accel determines it is necessary to modify the Educational Program, Accel shall inform the School of the proposed changes and obtain School approval, and if required under the Charter Contract, approval of the Authorizer.
 - (ii) Instruction. Oversight and coordination of the services to be provided by instructional personnel, including the Head of School (“*HOS*”) and the rest of the

School's leadership team and its teachers and support staff, all in accordance with ARTICLE VI below.

- (iii) Instructional Tools. Selection of instructional tools, equipment and supplies, including textbooks, computers, monitors, computer peripherals, curriculum, printers, software and multi-media teaching tools.
- (iv) Extra-Curricular and Co-Curricular Programs. Oversight of appropriate extra-curricular and co-curricular activities and programs (but not Supplemental Programs as defined in ARTICLE V below).
- (b) Additional Educational Services. Any other services required by the Authorizer and/or the West Virginia 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 to from time to time between Accel and the School. The Educational Services will be provided in accordance with the educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled at the School as adopted by the School and as provided for in the Charter Contract, as the same may be amended.
- (c) Accel will be responsible and accountable to the School for the provision of the Educational Services provided, however, that such obligations, duties and responsibilities are limited by the School Budget established pursuant to Section 1.2(a)(vi) below, and Accel will not be required to expend funds on such services in excess of the amounts set forth in such School Budget.

1.2 Administrative Services.

- (a) During the Term, Accel will provide to the School the following administrative services (the "**Administrative Services**"):
 - (i) Personnel Management. Management and professional development of all personnel providing Educational Services, Administrative Services and Technology Services in accordance with ARTICLE VI below.
 - (ii) Business Administration. Administration of all business operations of the School subject to the direction of the School.
 - (iii) Payroll. Management of the School's payroll. Accel will be responsible for all data input.
 - (iv) Public Relations. Coordination and assistance with any and all advertising, branding, media and public relations efforts, including parent and community outreach programs and local community relationship building. All public relations will be subject to the mutual approval of both Parties, which approval may not be unreasonably withheld.
 - (v) Budgeting and Financial Reporting.
 - (A) A proposed annual budget will be prepared by Accel (in cooperation with the Board treasurer) in a mutually agreeable format by June 1st of the immediately preceding fiscal year and will be subject to the approval of the School which shall not to 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. Accel shall be responsible for preparing other financial statements as required by and in compliance with the

Charter Contract, and applicable laws and regulations, including such documentation as may be required by the independent certified public accountants retained by the School to perform annual audits of the School's financial statements. The annual audit report is due to the State Superintendent of Schools no later than nine (9) months after the end of the School's fiscal year. The cost for preparation of the financial statements and the cost of the audit will be the responsibility of the School and will be provided for in the Budget.

- (B) Accel will provide the School with monthly detailed budget, financial forecast and analysis reports (Forecasted P&L / Cash Balances) and all other support as needed. Accel 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; assist with the preparation of monthly financial reporting to the School's board of directors (the "**Board**"); and support for all State reporting requirements. Accel will prepare a five-year financial plan in conjunction with the fiscal officer.
 - (C) On behalf of the School, Accel is responsible for preparation of (i) such other reports on the finances and operation of the School as requested or required by the WVBE, the School or the Authorizer to ensure compliance with the terms of the Charter Contract; (ii) monthly unaudited financial statements; and (iii) year-end unaudited financial statements which will be provided within forty-five (45) days after the end of the fiscal year.
 - (D) Accel 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 Accel's performance under this and related agreements including the effectiveness and efficiency of its operations at the School.
 - (E) On behalf of the School, the Accel will maintain accurate financial records pertaining to its operation of the School, together with all School financial records prepared by the fiscal officer, and retain all such records for a period of five (5) years (or longer if required by applicable laws and regulations) from the close of the fiscal year to which such books, accounts and records relate. All the School financial records retained by Accel pertaining to the School will be available to the School, the Authorizer, the Auditor of State, the SDE or the United States Department of Education and to all other appropriate regulatory authorities for inspection and copying upon reasonable request, it being understood that in most cases such copies will be made available within thirty (30) business days of request.
 - (F) If School is not able to fully pay the Service Fees and all bills when due, (i) School agrees to work with Accel to take actions to reduce expenses including, but not limited to, reducing the number of staff members, and (ii) School must obtain Accel's written consent prior to incurring new liabilities greater than ten thousand dollars (\$10,000) individually or in the aggregate.
- (vi) School's Right to Audit. The School reserves the right to conduct or to appoint others to conduct examinations, at the School's expense, of the books and records maintained for the School.
 - (vii) Maintenance of Student and Other Records.

- (A) Accel will maintain accurate student records pertaining to the students enrolled at the School as is required and in the manner provided by the Charter Contract, and applicable laws and regulations, together with all additional School student records prepared by or in the possession of Accel, and retain such records on behalf of the School, until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such student records are and shall be at all times the property of the School). Accel and the School will maintain the proper confidentiality of such records as required by law and the Charter Contract.
- (B) Accel will maintain accurate employment, business and other records pertaining to the operation of the School as is required and in the manner provided by the Charter Contract and applicable laws and regulations, together with all additional School employment, business and other records prepared by or in the possession of Accel, and retain such records on behalf of the School until this Agreement expires or is terminated, at which time such records will be delivered to the School which shall thereafter be solely responsible for the retention and maintenance of such records (it being understood that such employment, business, and other records are and shall be at all times the property of the School). Accel and the School will maintain the proper confidentiality of such records as required by law and the Charter Contract.
- (C) The financial, educational and student records pertaining to the School are the property of the School, and such records are subject to the applicable provisions of State and federal law. Accel shall help ensure that to the extent requested by the School, all School records shall be physically or electronically available, upon request, at the Administrative Facility.
- (D) Accel shall provide such other information, including a written report, as reasonably requested by the School.
- (viii) Admissions. Implementation of the School's admission policy in accordance with the Charter Contract, and applicable laws and regulations.
- (ix) 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.
- (x) 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 the School's students' academic performance.
- (xi) Rules and Procedures. Recommend rules, regulations and procedures applicable to the School and its students and enforce such rules, regulations and procedures adopted by the School that are not in direct conflict with this Agreement, the Charter Contract, and applicable laws and regulations.
- (xii) Student Recruitment and Admissions. Recruitment and admission of students subject to agreement on general recruitment and admission policies to the extent budgeted

for in the Budget or as otherwise approved by the School. Students shall be enrolled in compliance with the procedures set forth in the Charter Contract and State and federal laws. Recruitment via lead generation, lead qualification and lead conversion to application and enrollment will take place via a contact strategy by phone, email, and in-person events. Accel will implement the School's admission policy, including management of the application and enrollment process as well as orientation. Accel will maintain a call center function to facilitate recruitment and admissions.

- (xiii) Administrative Facility Management. Management of the School's Administrative Facility to the extent consistent with any leases or other documents pertaining to the Administrative Facility.
- (xiv) Additional Administrative Services. Any other services reasonably necessary or expedient for the effective administration of the School as agreed to from time to time by Accel 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, Accel may modify the methods, means and manner by which such Administrative Services are provided at any time, provided that Accel supplies the School with written notice of such modifications.
 - (C) Accel will be responsible and accountable to the School for the provision of the Administrative Services, provided that such obligations, duties, and responsibilities are limited by the Budget established in Section 1.2(a)(vi) above, and Accel will not be required to expend funds on such services in excess of the amounts set forth in such Budget.

1.3 Technology Services.

- (a) During the Term, Accel or its Affiliates (as defined in section 3.5 below) will provide or cause to be provided to the School the following technology products and services (the "**Technology Services**"):
 - (i) Monitor production services, i.e., the learning management and content management systems;
 - (ii) Monitor and analyze data to fix production issues as they arise;
 - (iii) Generate reports on student academic performance, attendance and progress;
 - (iv) Seek and secure competitive pricing and centralized purchase discounts for computers, monitors, printers, software and other peripherals ("**Computer Equipment**") for use by the School's students and staff working at the School;
 - (v) Develop, design, publish and maintain the School's website;
 - (vi) Determine hardware configurations (including software and operating systems) for the School's technology needs;
 - (vii) Provide support for School administration in troubleshooting system errors; and
 - (viii) Other technology support services requested and mutually agreed upon by the Board and Accel.
- (b) Accel charges a fee for the provision of Computer Equipment as set forth in Article IV below.

- 1.4 Place of Performance; Provision of Offices. The School will provide Accel with necessary and reasonable office space at _____ [address of school] (the “*Administrative Facility*”) to perform all services described in this Agreement that are not otherwise provided online or remotely at Accel’s usual place of business. Accel may provide other services elsewhere, unless prohibited by the Charter Contract, and applicable laws and regulations.
- 1.5 Authority. By this Agreement, the School provides Accel such authority and power as is necessary and proper for Accel to undertake its responsibilities, duties and obligations provided for in this Agreement, except in cases wherein such authority may not be delegated by applicable laws and regulations.

ARTICLE II. TERM

- 2.1 Term. The term of this Agreement will commence on July 1, 2022 (the “*Start Date*”) and shall continue thereafter through June 30, 2027 (the “*Initial Term*”) unless sooner terminated pursuant to ARTICLE VII or mandated by regulation or statute
- 2.2 Renewal. Upon the conclusion of the Initial Term, and each five (5) year period thereafter (the “*Renewal Date*”), this Agreement will automatically extend for successive additional periods of five (5) years or consistent with the length of the new or renewal term from the Authorizer (each such period a “*Renewal Term*”), unless (a) either Party provides the other with written notice of non-renewal at least eighteen (18) months before the applicable Renewal Date; or (b) the Agreement is sooner terminated under ARTICLE VII. The Initial Term and any Renewal Terms will be referred to collectively as the “*Term*”.
- 2.3 New Authorizer or Charter Contract. 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 agreement, these terms and conditions and applicable law, unless this Agreement is otherwise terminated in accordance with ARTICLE VII herein.

ARTICLE III. RELATIONSHIP OF THE PARTIES

- 3.1 Status of the Parties. Accel 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 Accel. The Board retains final authority and oversight over the School. 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 Accel or to make one the agent or fiduciary of the other. Neither the School nor Accel 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 Accel has, and neither will represent that it has, the power to bind or legally

obligate the other. No employee of Accel will be considered an employee of the School by either Party for any purpose whatsoever.

- 3.2 Accel Attendance at Board Meetings. Accel shall use commercially reasonable efforts to attend Board meetings in person and, if unable to attend in person, may attend them telephonically. The Board shall use reasonable efforts to schedule any regular, special or emergency Board meeting so that Accel has the opportunity to attend the same. The Board shall provide Accel with notice of any regular, special or emergency meeting of the Board when it provides members of the Board with notice of the meetings.
- 3.3 No Related Parties or Common Control. Accel 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 Accel shall be prohibited from serving on the Board. None of the voting power of the Board will be vested in Accel or its directors, members, managers, officers, shareholders and employees, and none of the voting power of the Board or shareholders of Accel will be vested in the School or its directors, members, managers, officers, shareholders (if any) and employees. Furthermore, the School and Accel will not be members of the same control group, as defined in Section 1.150-(f) of the regulations under the Internal Revenue Code of 1986, as amended (or its successor) (the "***Internal Revenue Code***"), or related persons, as defined in Section 144(a)(3) of the Internal Revenue Code.
- 3.4 Other Schools. The School acknowledges that Accel will have the right to render similar services to other persons or entities including other public or private schools or institutions.
- 3.5 Exclusivity. During the Term, Accel and its Affiliates shall be the sole providers of the educational products and services set forth herein for the School unless otherwise waived in writing by an authorized officer of Accel. "***Affiliate***" means any entity that, directly or indirectly through one or more intermediaries, controls, is controlled by, or is under common control with, Accel whether through ownership of voting securities, by contract interest or otherwise. Former consultant or employee means a consultant or employee who worked for a Party within six (6) months prior to hire or potential hire by the prohibited Party.
- 3.6 Expenses. Expenses greater than \$10,000.00, individually or in the aggregate with the same vendor or service provider, require mutual agreement between Accel and the Board.
- 3.7 Board Evaluation of Accel. The Board is responsible to reviewing and evaluating the operations of the School and the performance of Accel under this Agreement in a mutually acceptable manner consistent with the objectives of the Charter Contract. Such reviews and evaluations shall be based upon mutually acceptable criteria and may include, but not necessarily be limited to, periodic interactive evaluations (verbal and written) between the Board and Accel.

- 3.8 Board Oversight and Enforcement of Agreement. The Board will oversee and enforce Accel's performance under this Agreement. Should any problems arise, the Parties shall engage in the dispute resolution process set forth in Section 13.12(b) below.
- 3.9 Accel's Annual Review of Educational and Operational Practices. Accel will provide the Board with an annual review of educational and operational practices that Accel found particularly effective for delivering improved student outcomes. The Board shall report these practices to the Authorizer and the State as part of annual reporting on successful innovations and as required by State code.

ARTICLE IV. CONSIDERATION

- 4.1 Compensation for Services and Computer Equipment.
- (a) Service Fees. The School will pay to Accel 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 Accel fees for Computer Equipment as set forth in a separate price list. Accel may modify the rates from time to time, but no more than once per fiscal year.
 - (c) Reasonable Compensation. The Service Fees and Computer Equipment Fee under this Agreement are reasonable compensation for products and services rendered. Accel's compensation for products and services under this Agreement will not be based, in whole or in part, on a share of net profits from the operation of the School.
 - (d) 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 Accel with a copy of the written notice upon receipt of same. If the review results in a finding that additional funding is owed to the School, the School shall make payment to Accel the amount due to Accel 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 Accel to initiate an appeal of the State's determination. Accel 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 Accel and selected legal counsel's efforts to appeal. Should the review result in the School owing money to the State, Accel agrees to contribute the amount overpaid to Accel, and the School shall contribute the amount retained by the School.

- 4.2 Payment of Costs. In addition to the Service Fees described in Section 4.1 above, the School will reimburse Accel for all costs incurred and paid by Accel in providing the Educational Services, Administrative Services and Technology Services. Such costs may include, but are not limited to, equipment lease, Administrative Facility lease, Administrative Facility maintenance and utility costs, salaries of Accel's employees or subcontractors assigned to the staff of the School, Authorizer fee, costs related to curriculum, instructional materials, textbooks, Computer Equipment, software, supplies, special education and psychological services, and specialty services. Additionally, in consideration of Accel's employee administration costs of processing payroll (including payroll, benefits, recruiting, workplace safety and compliance) for all employees assigned to work at the School, Accel shall charge the School a fee of \$42.50 per month pay period for each such employee. Except as may be provided in any equipment lease or Administrative Facility lease, in charging for such costs to the School and paying for such costs, Accel will not charge an added fee unless such fee is approved in advance by the School.
- 4.3 New School Startup Line of Credit Loan Agreement and Promissory Note.
- (a) Prior to or simultaneously with executing this Agreement, a school enrolling students for the first time ("New School") shall enter into a startup Line of Credit Loan Agreement and Promissory Note in the form attached hereto as Exhibit A for costs associated with opening a new school or as otherwise approved by lender thereunder.
 - (b) While any amount is outstanding under the Line of Credit Loan Agreement and Promissory Note, New School may not incur expenditures outside of the Budget that are greater than \$10,000 individually or in the aggregate unless lender pre-approves the expenditure in writing.
- 4.4 Time and Priority of Payments.
- (a) Each installment of the Service Fees will be due and payable by the School upon receipt of invoice.
 - (b) Accel will notify the School of any payments due and owing to Accel pursuant to Section 4.2 above as soon as possible after the end of each month and the School will make such payments to Accel upon receipt of invoice.
 - (c) New School shall pay amounts due under the Line of Credit Loan Agreement and Promissory Note as required by the Line of Credit Loan Agreement and Promissory Note.
 - (d) The School will satisfy its payment obligations under this ARTICLE IV to Accel, its Affiliate or third parties, as applicable, in the following order of priority: (i) payments due and owing under Section 4.2 above for salaries, benefits and associated benefit processing costs of Accel employees and subcontractors assigned to the staff of the School; (ii) payments due and owing under the Line of Credit Loan Agreement and Promissory Note referenced in Section 4.3 above; (iii) payments due and owing under Section 4.2 above for rent pursuant to 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, 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 Interest Rate and Fee Carryovers.
- (a) Unless otherwise agreed by the Parties, unpaid Service Fees and loans to the School, if any,

to pay expenses will accrue interest at the one-month London Interbank Offer Rate (“**LIBOR**”), plus four percent (4%) for the time overdue.

- (b) There will be no limits to what indebtedness or fees owed to Accel may be carried over from year to year unless expressly provided otherwise in this Agreement.

ARTICLE V. SUPPLEMENTAL PROGRAMS

In addition to the Educational Services, Administrative Services and Technology Services provided by Accel to the School, Accel may, subject to School approval (which approval shall not be unreasonably withheld), provide additional services which may benefit the School by increasing its exposure in the community including, but not limited to, pre-kindergarten, summer school, academic camps, before and after school programs, vocational training, and latch-key programs to students and non-students of the School (the "**Supplemental Programs**"). However, nothing herein shall require Accel to provide any such Supplemental Programs. Accel may retain the full amount of any and all revenues collected from or for such Supplemental Programs, and Accel will be responsible for the full cost of providing such Supplemental Programs.

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, Accel 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, the Supplemental Programs (if any), the Technology Services and all other services provided under this Agreement. Notwithstanding the foregoing, the Board may participate in interviewing the final two HOS candidates Accel identifies and provide advisory input regarding each of them.
- (b) Accel 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 under applicable laws and regulations as if the employees and subcontractors were employed by the School. Upon request, Accel will provide the School with documentary evidence of such background checks. Accel 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 Accel without advance consultation with and written approval from Accel.

6.2 Head of School. The HOS will be an employee of Accel and Accel will determine the employment terms of the HOS. Accel will have the authority, consistent with applicable laws and regulations, to select, supervise and terminate the HOS and to hold him or her accountable for the success of the School.

- 6.3 Teachers. Accel will provide to the School such teachers as are required to provide the Educational Services, Administrative Services, Technology Services and Supplemental Programs (if any). Accel, in consultation with the HOS, will determine the number and assignments of such teachers. Such teachers may work at the School on a full or part time basis. Each teacher assigned to the School will be qualified in his or her grade levels and subjects, and, to the extent required by applicable laws and regulations, hold a valid teaching certificate issued by the WVBE. Further, to the extent required under 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, Accel shall provide the School with documentary evidence of its compliance with this Section 6.3. Accel shall keep the School informed of all teaching staff related actions and decisions on a regular basis.
- 6.4 Support Staff. Accel will provide the School with such support staff as are required to provide the Educational Services, Administrative Services, Technology Services and Supplemental Programs (if any). Such support staff may include, among others, teachers' aides, clerical staff, administrative assistants to the HOS, bookkeepers, and maintenance personnel. Such support staff may work at the School on a full or part time basis.
- 6.5 Training. Accel will provide training in its instructional methods, curriculum, educational program and support technology to its instructional personnel on a regular and continuous basis. Such training will enable the School's instructional staff to provide in-service training to each other. Non-instructional personnel will receive such training as Accel determines to be reasonable and necessary under the circumstances.
- 6.6 Non-Solicitation/Non-Hiring.
- (a) During the Term and one (1) year thereafter, each Party may not directly or indirectly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the services of any current or former consultant or employee of the other Party or Affiliate if that consultant, employee, former consultant or employee had been assigned to or worked under this Agreement.
 - (b) Unpermitted Solicitation/Hiring Remedies. In the event of such unpermitted use or engagement by a Party of such consultant, employee, former consultant or former employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that consultant, employee, former consultant or former employee's compensation during their first year with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction. The one (1) year period of time in this Section will be extended by the amount of time that a Party engages in any activity in violation of this Agreement and while the aggrieved Party seeks enforcement of this Agreement. The School acknowledges and agrees that no advances or past uncollected fees shall be issued by Accel to cover any penalty, damages or other relief owed by the School upon a violation of this provision.
 - (c) Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or

indirect solicitation of an employee, consultant, former employee or former consultant of the other Party or Affiliate. However, such Party shall continue to be precluded from engaging or otherwise using the other Party's and Affiliate's employee, former employee, consultant or former consultant provided for in this Section 6.6.

**ARTICLE VII.
TERMINATION OF AGREEMENT**

7.1 Termination By Accel.

- (a) Accel may terminate this Agreement effective at the end of the then-current school year if the School fails to make any payment of money due to Accel within five (5) days of written notice from Accel to School that such payment is overdue, excluding overdue payments resulting from a payment dispute or delay between the School and any funding entity.
- (b) Accel may terminate this Agreement in the event that the School is in material default under any other condition, term or provisions of this Agreement (except late payment which is addressed above) or the Charter Contract, and the default remains uncured for thirty (30) days after the School receives written notice from Accel or Authorizer, as applicable, of the default. However, if the default cannot be reasonably cured within thirty (30) days, and the School promptly undertakes or continues efforts to cure the material default within a reasonable time, the failure shall not be grounds for termination. Notwithstanding the foregoing, if the School's default creates an imminent danger to the life of students, parents or others, the default must be cured immediately upon notice from Accel, and Accel may terminate the Agreement effective immediately if not so cured.
- (c) Accel may terminate this Agreement if there is any adverse and material change in local, State or federal funding for the School's students; provided that any notice of termination delivered to the School based upon an adverse and material change in funding shall be effective when the funding change goes into effect or such later date as designated by Accel.
- (d) Accel may terminate this Agreement effective immediately upon written notice to the School in the event that the School adopts or amends a policy, and the effect of such amendment or policy would reasonably be determined by Accel to increase materially the financial risk to Accel arising from its performance of its obligations hereunder, thus rendering Accel's performance economically unviable. In the event the School adopts such an adverse policy in the middle of the school year, Accel agrees to use commercially reasonable efforts to complete its obligations for the then-current school year without waiving any rights and remedies hereunder.
- (e) Accel may terminate this Agreement effective immediately upon written notice to the School in the event that the School undergoes adverse change that makes the School financially unviable.
- (f) Accel may terminate this Agreement effective immediately upon written notice to the School if, in Accel's sole opinion, the Board makes a financial decision that is detrimental to the School.

- 7.2 Termination by the School. The School may terminate this Agreement in the event that Accel fails to remedy a material breach of this Agreement within ninety (90) days after written notice from the School. Termination by the School will not relieve the School of any obligations to pay Service Fees and costs, whether accrued, pending or outstanding, to

Accel as of the effective date of the termination, nor will it relieve Accel for liability for financial damages suffered by the School as a consequence of Accel's breach (or of the School's termination as a result thereof) of this Agreement.

- 7.3 Termination of the Charter Contract. This Agreement will terminate upon the School's ceasing to be a party to a valid and binding charter contract, provided, however, that this Agreement will continue to remain in effect until the date of termination or expiration of a Term (as applicable) if (i) the School has entered into a subsequent charter contract, and (ii) this Agreement has not been terminated pursuant to this ARTICLE VII. Termination pursuant to this paragraph will not relieve the School of any obligations to pay Service Fees and costs, whether accrued, pending or outstanding, to Accel as of the effective date of termination.
- 7.4 Change in Law. If any federal, State or local law or regulation, court or administrative decision or Attorney General's opinion could reasonably be expected to have an adverse effect on the ability of either Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party, may request renegotiation of this Agreement. That notice may be given at any time following enactment of such change in applicable law, whether or not such change is effective on the date of such enactment or thereafter. Renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within thirty (30) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the academic year in which such notice was given unless earlier termination is necessary to protect the health, welfare, or safety of students. Accel may terminate this Agreement effective immediately upon written notice to School in the event Accel undergoes or is required to undergo a change that makes Accel, as determined in its sole judgment, financially unviable.
- 7.5 Real and Personal Property. Upon termination or expiration of this Agreement by either Party for any reason, all real and personal property leased by Accel to the School will remain the real and personal property and leases of Accel, and any personal property purchased by Accel with the funds provided to Accel by the School for the purpose of purchasing personal property will be the personal property of the School provided that the School has fulfilled all payment obligations in any Line of Credit Loan Agreement and Promissory Note or other debt structure between the Parties. Notwithstanding the above, if any lease shall contain a buy-out or purchase option, the School shall have the right to exercise such option and purchase such equipment.
- 7.6 Return of Materials and Records. On the later of (a) five (5) business days after any termination or expiration of this Agreement by either Party for any reason, and (b) the effective date of termination as established in this ARTICLE VII, the School shall (i) assemble in a safe place all operational, systems and other administrative manuals and material, and copies thereof, and (ii) the president of the School shall certify to Accel 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 Accel's direction, the School will promptly permit representatives of Accel or its Affiliate to pick up all such materials at the School. Accel

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, Accel 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 Accel owns or has a license to use the intellectual property rights and interests in the curriculum, learning systems, assessment systems and pedantic methods licensed to or utilized by the School during the Term (“**Protected Materials**”) and to the name “ACCEL™” (such name being a trademark of Accel). 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 Accel. In accordance with all laws and regulations, Accel shall have the right to install signs on the Administrative Facility, including under the name of the School, describing the services provided by Accel or its assignees, including "Managed by ACCEL Schools" or "Educational Services Provided by ACCEL Schools." Upon any expiration or termination of this Agreement, those signs shall be promptly removed.
- 8.2 License. Accel developed and owns, or has a license to use, proprietary rights to, or licenses, the Protected Materials. Accel hereby grants the School a limited revocable license to use the Protected Materials in connection with operating the School during the Term. When this Agreement is terminated or expires, the license granted herein shall automatically terminate and the School shall immediately cease using the Protected Materials. The School may not use the Protected Materials for any purpose other than strictly within the scope of the license granted in this Agreement without the prior written consent of Accel.

ARTICLE IX. INDEMNIFICATION AND LIMITATIONS OF LIABILITIES

- 9.1 Indemnification of Accel. To the extent permitted by law, the School will indemnify, defend and save and hold Accel and its Affiliates and all of their respective employees, officers, directors, subcontractors and agents (collectively, “**Representatives**”) harmless against any and all third party claims, demands, suits or other forms of liability (any of which are a “**Claim**”) (including reasonable attorney’s fees and costs) that may arise out of, or by reason of, any wrongdoing, misconduct or negligence by the School or its Representatives; noncompliance by any of them with any agreements, covenants, or undertakings of the School contained in or made pursuant to this Agreement; any misrepresentations of the School contained in or made pursuant to this Agreement; any action or omission by the School or its Representatives that results in injury, death or loss to person or property; and any violation by them of State or federal law. In addition, the School will reimburse Accel, its Affiliates and their Representatives for any and all reasonable legal expenses and costs associated with the defense of any third-party Claim.

Further, the Parties acknowledge and agree that Accel 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. Accel 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 Accel, its agents, employees or assigns or noncompliance by Accel with any agreements, covenants, or undertakings of Accel contained in or made pursuant to this Agreement, and any misrepresentation of Accel contained in or made pursuant to this Agreement. In addition, Accel will reimburse the School for any and all reasonable legal expenses and costs associated with the defense of any third party Claim. This indemnification obligation shall survive the termination or expiration of this Agreement.
- 9.3 Defense. A Party seeking indemnification under this ARTICLE IX (the "*Indemnitee*") shall give notice to the indemnifying Party (the "*Indemnitor*") of a Claim or other circumstances likely to give rise to a request for indemnification, promptly after the Indemnitee becomes aware of the same. The Indemnitor, with Indemnitee's consent, which shall not be unreasonably withheld, conditioned or delayed, shall be afforded the opportunity to undertake the defense of and to settle by compromise or otherwise any Claim for which indemnification is available under this ARTICLE IX. The Indemnitor's selection of legal counsel is subject to the Indemnitee's approval (which approval shall not be unreasonably withheld). If an Indemnitor so assumes the defense of any Claim, the Indemnitee may participate in such defense with legal counsel of the Indemnitee's selection and at the expense of the Indemnitee. Indemnitor may not settle any Claim against Indemnitee or otherwise consent to any final order or judgement regarding same if such settlement, final order or judgement includes an admission of wrongdoing in Indemnitee's or Affiliate's name unless Indemnitee or Affiliate, as applicable, consents in writing. If the Indemnitor, upon the expiration of the fifteen (15) days after receipt of notice of a Claim by the Indemnitee under this ARTICLE IX, has not assumed the expense of the defense thereof, the Indemnitee may thereupon undertake the defense thereof on behalf of, and at the risk and expense of, the Indemnitor, with all reasonable costs and expenses of such defense to be paid by the Indemnitor.
- 9.4 Limitations of Liabilities.
- (a) Immunities and Statutory Limitations. The School will assert all immunities and statutory limitations of liability in connection with any third party Claims arising from its operations, and will not waive any immunities or limitations without the prior written consent of Accel. 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 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. EXCEPT IN CONNECTION WITH INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, 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 ACCEL'S OR ITS AFFILIATES' REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST ACCEL HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER ACCEL IN BREACH OF THIS AGREEMENT.

- 9.5 Right of Set-Off. Either Party may, but shall not be obligated to, set off against any and all payments due the other Party under this Agreement, any amount to which the Party is entitled to be indemnified hereunder provided that there has been a final judicial determination thereof.

ARTICLE X. INSURANCE

- 10.1 Insurance Coverage. The School will maintain the types of and limits on insurance policies as follows unless different types and/or higher requirements are set forth in the Charter Agreement: 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 Accel and Authorizer. Upon Accel's request, the School shall deliver to Accel 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 Accel. Accel hereby represents and warrants to the School:
- (a) Accel 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, Accel 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) Accel's actions under this Agreement have been and will be duly and validly authorized, and it will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement.
 - (d) The services to be performed under this Agreement will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ACCEL AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE GRADES OR TEST RESULTS TO BE OBTAINED BY THE STUDENTS. WITHOUT LIMITING THE FOREGOING, ACCEL AND ITS AFFILIATES MAKE NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESIBILITY OF ANY WEBSITE, SYSTEM OR PROGRAM, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS, REGARDLESS OF THE REASON.
- 11.2 Representations and Warranties of the School. The School hereby represents and warrants to Accel:
- (a) The Charter Agreement (i) authorizes the School to operate and receive the State, federal and local education funds, as well as other revenues; (ii) approves the Educational Program and other activities contemplated by 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 and provide the Educational Services, Administrative Services, Technology Services, Supplemental Programs, and all other services under this Agreement and execute, deliver and perform this Agreement, and to incur the obligations provided for under this Agreement.
 - (c) The School's actions have been duly and validly authorized, and the School will adopt any and all further resolutions or expenditure approvals required for execution of this Agreement; provided, however, that with regard to expenditures, such resolutions and

approvals shall be required only if the relevant information is available to the School and the School has sufficient funds in the approved Budget to pay for such expenditures.

- (d) The School is not in breach of the terms of the Charter Contract.
 - (e) The School has no intellectual or property rights or claims in the curriculum or other educational materials provided by Accel or in the name "ACCEL™" and will make no such claims in the future.
 - (f) After the Effective Date the School shall not incur any indebtedness outside the ordinary course of business or enter into any factoring or other debt arrangements without the prior written consent of Accel, which consent shall not be unreasonably withheld, conditioned or delayed.
- 11.3 Mutual Warranties. Each Party to the Agreement warrants to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

ARTICLE XII. CONFIDENTIALITY AND NON-DISCLOSURE

- 12.1 Confidential Information. Without the prior written consent of the other Party, neither Party will at any time: (a) use for its own benefit or purposes or for the benefit or purposes of any other person, corporation or business organization, entity or enterprise; or (b) disclose in any manner to any person, corporation or business organization, entity or enterprise any trade secret, proprietary information, data, know-how or knowledge (including but not limited to curricula information, financial information, marketing information, cost information, vendor information, research, marketing plans, educational concepts and employee information), whether transferred in writing or other tangible form, or transferred orally, visually, electronically or by any other means, belonging to, or relating to the affairs of a Party or any of its Affiliates (the "**Disclosing Party**") or received through association with the Disclosing Party (collectively, "**Confidential Information**"), whether the Confidential Information was received by the Receiving Party before or after the commencement of this Agreement. Confidential Information does not include information a Party receives (the "**Receiving Party**") and can show that it: (i) was known to the Receiving Party prior to its association with the Disclosing Party; (ii) had become available to the public other than by a breach of this Agreement by the Receiving Party; or (iii) was disclosed to the Receiving Party by a third person or entity that was not prohibited by a contractual, fiduciary or other legal obligation to the Disclosing Party from disclosing the Confidential Information.
- 12.2 Care and Authorized Use. Receiving Party will use at least the same degree of care to prevent unauthorized use and disclosure of Confidential Information as that Party uses with respect to its own confidential information (but in no event less than a reasonable degree of care); use Confidential Information only in performance of its obligations under this Agreement; and not disclose or grant access to such Confidential Information to any third party except on a need-to-know basis and based on a confidentiality agreement with terms at least as strict as those contained in this Agreement. This Agreement does not prohibit

the Receiving Party from disclosing Confidential Information it is legally compelled to disclose by oral questions, interrogatories, requests for information or documents, subpoenas, investigative demands, judicial orders or similar process. However, if the Receiving Party is legally compelled to disclose any Confidential Information, the Receiving Party covenants to use its best efforts to provide the Disclosing Party with prompt written notice (not more than forty-eight (48) hours after learning it will be compelled to disclose) so that the Disclosing Party may seek a protective order or other appropriate remedy and/or waive compliance with the provisions of this Agreement. In the event a protective order or other remedy is not obtained, or the Disclosing Party waives compliance with the provisions of this Agreement, the Receiving Party covenants to furnish only that portion of the Confidential Information that the Receiving Party is legally required to disclose, and to exercise its best efforts to obtain reliable assurance that the Confidential Information will be treated confidentially.

- 12.3 Survival. This ARTICLE 12 shall survive any expiration or termination of this Agreement.

ARTICLE XIII MISCELLANEOUS

- 13.1 Integration, Sole Agreement, and Third Party Beneficiaries. This Agreement (together with any exhibits, schedules or documents referred to herein) is the entire agreement between the Parties, sets forth all of the promises, covenants, agreements, conditions and undertakings of the Parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings, negotiations, inducements or conditions, express or implied, oral or written, if any, between the Parties with respect to the subject matter hereof. Except as limited by Section 13.7 (Assignment) below, this Agreement shall be binding upon and is for the exclusive benefit of the Parties, and their respective affiliates, successors and permitted assigns, and not for the benefit of any third party, nor shall it be deemed to confer or have conferred any rights, express or implied, upon any other third party including a relationship in the nature of a third party beneficiary or fiduciary.
- 13.2 Force Majeure. In the event that either Party is delayed, hindered, or prevented from performing any act required under this Agreement by reason of fire or other casualty, acts of God, strike, lockout, labor dispute, inability to procure services or materials, failure of power, riots, terrorism, insurrection, war or other reason of like nature not the fault of the delayed Party, its performance shall be excused for the period of the delay and the time for performance shall be extended for a period equivalent to the period of the delay. This Section shall not excuse School from prompt payment of any amounts required by the terms of this Agreement. As soon as practicable, the Party experiencing a force majeure event shall: (a) notify the other Party about the event, and (b) resume performance of its obligations under this Agreement upon conclusion of the event.
- 13.3 Governing Law, Jurisdiction and Waiver of Jury Trial. The laws of the state of West Virginia, without regard to conflict of law principles, will govern this Agreement, its construction, and the determination of any rights, duties and remedies of the Parties arising

out of or relating to this Agreement. Jurisdiction and venue are proper in the county in which the Administrative Facility is located. The Parties each waive any right to trial by jury in any litigation involving this Agreement, including breach, interpretation or performance thereof.

- 13.4 Construction. The Parties acknowledge and agree that this Agreement is the result of extensive negotiations between the Parties and their respective counsel, and that this Agreement shall not be construed against either Party by virtue of its role or its counsel's role in the drafting hereof. Paragraph captions or headings of various articles, sections and other subdivisions are used herein for convenience of reference only and are not intended to be used, nor shall they be used, in interpreting this instrument or modifying, defining or limiting any of the terms or provisions hereof.
- 13.5 Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile signature pages as if such facsimile pages were originals.
- 13.6 Notices. Either Party may change the address to which notice to it, or copies thereof, shall be addressed by giving notice thereof to the other Party hereto in conformity with the following. All notices and other communications permitted or required by the terms of this Agreement shall be in writing and sent via any of the following methods to the Parties hereto at the addresses set forth below. Notice shall be deemed given: (a) upon receipt if sent by certified or registered mails, postage prepaid, return receipt requested, (b) on the day it is sent if by facsimile (with confirmation of transmission by sender's facsimile machine) and a copy simultaneously sent by nationally recognized overnight courier 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, (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
Attn: Daniel M. Casto, Board President


Facsimile:

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

To:
Accel Online East LLC

Attn: Chief Operating Officer
1650 Tysons Boulevard, Suite 600
McLean, VA 22102

And legal@pansophiclearning.com

With a copy to:

Pansophic Learning US LLC
Attn: General Counsel
1650 Tysons Boulevard, Suite 600
McLean, VA 22102

- 13.7 Assignment. Neither Party may assign this Agreement without the prior written consent of the other Party (which consent shall not be unreasonably withheld). Notwithstanding the foregoing, Accel 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 Accel 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 Accel. The rights and remedies of the Parties hereto are cumulative and not exclusive of the rights and remedies that they otherwise might have now or hereafter, at law, in equity, by statute or otherwise.
- 13.9 Waiver and Delay. Except to the extent that a Party hereto may have otherwise agreed in writing, no waiver by that Party of any condition of this Agreement or breach by the other Party of any condition of this Agreement or breach by the other Party of any of its obligations or representations hereunder or thereunder shall be deemed to be a waiver of any other condition or subsequent or prior breach of the same or any other obligation or representation by the other Party, nor shall any forbearance by a Party to seek a remedy for any noncompliance or breach by the other Party be deemed to be a waiver by the first Party of its rights and remedies with respect to such noncompliance or breach.
- 13.10 Severability. If any term, condition or provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law or public policy, all other terms, conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to either Party. Upon such determination that any term, condition or provision is invalid, illegal or incapable of being enforced, the Parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the Parties as closely as possible in an acceptable manner to the extent that the transactions contemplated hereby are fulfilled to the extent possible.

- 13.11 Assertion of Claims. No Party shall bring any claim relating to this Agreement beyond one year after the date on which the Party became aware, or should reasonably have become aware, of the facts giving rise to any alleged liability of the other Party and, in any event, no later than two (2) years after (a) the last day of the Term, or (b) the earlier termination of this Agreement for any reason. The provisions of the preceding sentence shall not apply to claims for payment of amounts due under the “Fees” Section of this Agreement or loans.
- 13.12 Injunctive Relief and Dispute Resolution.
- (a) Injunctive Relief. The School acknowledges that the covenants set forth in Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” above are reasonable in scope and content and necessary to protect Accel and its business interests. The School understands and agrees that the breach or threatened breach of Sections “Non-Solicitation/Non-Hiring”, “Proprietary Information and Ownership”, “License”, and “Confidentiality and Non-Disclosure” of this Agreement would give rise to the aggrieved Party suffering irreparable harm which harm would be inadequately compensable in money damages. Accordingly, in addition to any other remedies available to it, the aggrieved Party shall be entitled to a restraining order and/or an injunction prohibiting the breach or threatened breach of any provision, requirement or covenant of this Agreement, without the requirement of posting a bond, in addition to and not in limitation of any other legal remedies which may be available.
- (b) Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the Board’s president and Accel’s Chief Operating Officer or equivalent who shall have ten (10) business days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following:
- (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures herein; and
- (ii) the relevant dispute is not resolved within the time periods provided herein.
- (c) Arbitration. Subject to the provisions of Sections 13.12(a) and 13.12(d), any dispute arising out of or relating to this Agreement, including but not limited to the breach, termination or validity hereof, shall be settled by confidential, binding arbitration in accordance with the rules of JAMS with an arbitration panel consisting of a single arbitrator. The need for and scope of formal discovery will be determined by agreement of the Parties or, if the Parties are unable to agree, the arbitrator. The arbitrator will render an opinion/award within thirty (30) days from the date of the hearing, and the opinion/award shall be written and include findings of fact and conclusions of law. The arbitration will be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and judgment upon the award rendered by the arbitration panel may be entered by any court having jurisdiction thereof. The arbitrator is not empowered to award any damages or losses described in the “Limitations of Liability” Section and each Party expressly waives and foregoes any right to the damages or losses.
- (d) Exceptions. Notwithstanding anything else in this Agreement, claims for monies due and claims for injunctive relief as provided for in Section 13.12(a) above, and/or claims for grant or financial assistance reimbursement due may at either Party's option be brought

separately and immediately in a court of competent jurisdiction or pursued through arbitration as set forth above.

- (e) Shared Fees and Expenses. The fees and expenses of the arbitration panel should be shared equally by the Parties before the arbitration award is made. The arbitration award shall require the Party which does not prevail in the arbitration to reimburse the prevailing Party for the one half of the fees and expenses of arbitration panel paid by the prevailing Party.

13.13 Survival on Termination or Expiration. The following Articles and/or Sections shall survive termination or expiration of this Agreement: Consideration and Supplemental Programs (to the extent they relate to amounts owing for periods through the expiration or termination of this Agreement); Non-Solicitation/Non-Hiring; Termination of Agreement (to the extent they relate to obligations after expiration and termination); Proprietary Information, Ownership and License; Indemnification and Limitations of Liabilities; Confidentiality and Non-Disclosure; Interpretation, Sole Agreement and Third Party Beneficiaries; Governing Law, Jurisdiction and Waiver of Jury Trial; Construction; Counterparts; Notices; Assignment; Amendment and Cumulative Effect; Waiver and Delay; Severability; Assertion of Claims; Injunctive Relief and Dispute Resolution; Survival on Termination or Expiration; payment obligations and any provision that, based on its nature, should survive.

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

Accel Online East LLC

**Virtual Preparatory Academy of
West Virginia**

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/pupil/yr - upfront fee of \$260 and \$104 billed monthly, over a maximum of 10 months | a) Curriculum including Core, Elective, CTE and AP Courses; b) Balanced assessment system; c) AMP System including SIS, LMS, in course email and schoolwide communication system; d) Web Conference technology integrated into AMP; e) Any online and physical textbooks; f) Teacher Professional Development |
| Student Technology Assistance Services | \$150/pupil/yr - upfront fee of \$15, \$100 billed monthly, over a maximum of 10 months | 24/7 technical support through on-line Help and live phone support via Accel Support Services to parents and students on Monday-Friday 9:00 a.m. to 7:00 p.m. (ET); and on-call support all other times. Oversight, Logistics and Fulfillment Service for Student Computer Distribution, Reclamation and Refurbishment |
| Enrollment Processing | \$100/pupil (gross new only) - upfront fee | Assist parents/guardians of new students with the school enrollment process |
| Community Outreach and School Website | \$300/pupil/yr - billed monthly | Provide marketing plan and implementation; provide oversight of school public website. This includes recruitment materials, information sessions, school branding, website development, recruitment campaigns, enrollment communication tools, and management and incorporation of feedback on the program. |
| School Operations Support Services | 12% of Total Revenue, billed monthly | Accel Management Services including : Human Resources, School Leadership Support and Development, Accreditation Support, External Reporting Support, State Testing Support, Legal, Board Relations, Staff Tech. Support, Special Education Support, Gifted Program Support, Homeless and Migrant Services Support, School Counseling and Family Support, Accessibility Support, ELL Support, Additional recruiting fees if needed |
| Student Computers | \$425 per device | Student hardware and associated software |
| School Business Support Services | 2% of Total Revenue, billed monthly | School Budgeting & Planning, Pupil Accounting, Federal Programs & Compliance Support, Student ISP Stipend Administration, Procurement, Audit Support (as needed), Insurance/Risk Mgt. Support, Facility Support, Records Security and Mgt |



APPENDIX A.9

Five-Year Budget

VPA of West Virginia - Appendix A.9 - 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 A.9 - 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 | \$3,482,437 |
| 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 | \$0 |

VPA of West Virginia - Appendix A.9 - 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% |



APPENDIX A.10
Letter of Financial Support

VPA of West Virginia - Appendix A.10 - Letter of Financial Support



1650 Tysons Boulevard, Suite 600, McLean, VA 22102

August 30, 2021

Dear Virtual Preparatory Academy of West Virginia Board of Trustees,

We look forward to Virtual Preparatory Academy of West Virginia's ("School") application being granted and formalizing our partnership. Please consider this letter a commitment from ACCEL Schools on behalf of its subsidiary, Accel Online East LLC, a Delaware limited liability company, to perform the following functions:

- Provide state and federal grant writing support to pursue and secure charter school grant funds to cover the School's start-up costs.
- Provide an optional line of credit loan agreement to the School for any start-up costs not covered by grant funds. Should the School choose to take the loan, the School will repay the loan with interest, calculated annually at 5.25%, when it has the resources to do so, which is anticipated to be within the first four years of operations.

We assure you and your authorizer that the School will have sufficient funds to launch and start operations before beginning to receive state and federal funding per enrolled student.

Warmest Regards,

A large, dark, handwritten signature scribble in black ink, covering the name of the sender.

Steve Goetzing
Executive Vice President
Accel Schools



APPENDIX A.11
Five-Year Contingency Budget

VPA of West Virginia - Appendix A.11 - 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 A.11 - 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 A.11 - 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% |



APPENDIX A.12
Student Engagement Policy

VPA of WV – Appendix A.12 – Student Engagement Policy

Student Engagement Policy- DRAFT

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.

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.

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 will disenroll the student.

NOTE: The process and timeline for these activities are being researched against West Virginia truancy laws to ensure the policy is compliant. The final policy will include the required elements below:

- A student shall become subject to certain consequences, including disenrollment from the school, if both the following conditions are satisfied:
 - (1) the student's parent/guardian receives a written report identifying the student's consistent lack of engagement and repeated attempted interventions by the school; and
 - (2) the student continues to fail to comply with the student engagement requirements within a reasonable period of time following the report.
- If a virtual charter student is disenrolled from the virtual charter school pursuant to the policy outlined in this subsection, the student's county of residence shall be notified immediately and the student shall be transferred to that county and shall not be eligible to enroll in a virtual charter school for one school year from the date of the student's disenrollment.



APPENDIX A.13
Letter of Support

VPA of West Virginia - Appendix A.13 - Letter of Support



Office of the Provost

P.O. Box 5000
Shepherdstown
West Virginia 25443-5000
T 304-876-5176
F 304-876-5038

August 31, 2021

Dear Board of the Virtual Preparatory Academy of West Virginia:

I am writing in support of your project to bring what is perceived as an innovative, statewide virtual school that will bring new options to students in the WV Eastern Panhandle area.

I know that the successful creation of this school presents opportunities for academic partnerships with Shepherd that will benefit students and the local community greatly. A well-educated workforce is a key enabler for economic growth.

As we do with other high schools in the region, I anticipate a strong dual enrollment partnership whereby students are able to take university courses in their junior and senior years, which are useable at both the high school and college level to satisfy academic requirements.

I also believe that there will be plenty of opportunities to partner with the School of Education regarding student teaching for our students and potential teacher placement of our graduates. I can also envision partnering with your high school for grant opportunities across many academic areas in addition to education, such as business and STEM.

I look forward to working with you on making your vision come to life.

Sincerely,

A handwritten signature in blue ink, which appears to be "Ben Martz", written over a large, dark, scribbled-out area.

Ben Martz, Interim Provost
Shepherd University



APPENDIX B.2

Bylaws

**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