

West Virginia Charter Contract

**THIS CHARTER** is entered into as of the  
15<sup>th</sup> day of March, 2022  
("effective date"),

between

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

and

**Mountain State Learning Solutions, Inc.**,

a nonprofit organization.

**I. Definitions**

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

**Authorizer** shall mean the West Virginia Professional Charter School Board pursuant to W. Va. Code W. Va. Code §8-5G-14.

**Application** shall mean the application by the Mountain State Learning Solutions, Inc. ("MSLS") for a Charter Contract (including amendments) as submitted to and approved by the Authorizer pursuant to W. Va. Code Sec 18-5G-8.

**Charter** (or "Charter Contract") shall mean this Charter Contract entered into between the Mountain State Learning Solutions, Inc. and the Authorizer. The Charter Contract describes the expectations for the School agreed to between MSLS and the Authorizer. It also describes the working relationship between MSLS and its Authorizer.

**ESP** shall refer to the Educational Service Provider, an entity that the Board intends to contract with to manage the day-to-day delivery of education to students in the virtual public charter School pursuant to W. Va. Code §§18-5G-9.b.2.

**Governing Board** shall mean the Board of MSLS, which is a West Virginia non-profit 501(c)(3) corporation.

**School** shall mean a virtual public charter school operated by MSLS authorized by a Charter Contract to provide a program of public education for specified grades and shall be called the West Virginia Virtual Academy but may be referred to in abbreviated form as “WVVA.”

**State** shall mean the State of West Virginia.

## II. Establishment of School

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

1. Effective Date.

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

2. Term.

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

### B. Enrollment (W. Va. §§18-5G-8(b)(24)).

1. Grade and age levels.

The School is authorized to serve students in grades Kindergarten through the 12<sup>th</sup> grade at approximately the same age levels as in noncharter public schools.

2. Enrollment Numbers.

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

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

- b. *Maximum Enrollment.* Pursuant to W. Va. Code § 18-5G-14(a)(1), the student enrollment capacity for a virtual public charter school authorized by the West Virginia Professional Charter School Board is limited to five percent of the corresponding statewide headcount enrollment per year of the grade levels actually being served by the virtual public charter school. The enrollment capacity limits for the virtual public charter school shall be applied against the corresponding statewide headcount enrollment for the preceding school year by grade bands: grades K-2, grades 3-5, grades 6-8, and grades 9-12. For example, if a virtual public charter school serves grades 6-12, the enrollment limit for grades 6-8 will be calculated based on the corresponding statewide headcount enrollment for the preceding school year in those same grades, and a separate limit shall be calculated for grades 9-12 using the same methodology.

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

The School will be a virtual public charter school recruiting and enrolling students statewide. The School's recruitment plan will be designed to reach students and families across the State who are interested in a Career Readiness Education ("CRE") online school program that will expand educational options in West Virginia. Marketing will attract potential students who could be seeking more academic challenges and be able to work independently as well as students who may require additional one-on-one support. Parents interested in greater involvement with their child may also be good candidates for having children in the School.

While the School intends to enroll students from throughout the State, statewide student recruitment will target students with limited choice options or students who may require a more individualized education than a brick-and-mortar school can provide. The School will provide information about the benefits of the School and how those benefits meet the needs of the community and prospective families and students.

A representative summary of online and offline activities that may be part of the School's recruitment and enrollment plan include the School website; call center; landing pages; television and radio advertising; email; social media; public relations by Board and School employees; online information sessions; partnering with third-party event organizers; and online community leader and organization outreach. Language capabilities on the School website, as well as language accommodations within the enrollment process will allow non-native speakers to translate and access School information.

### III. **Educational Program** (W. Va. Code §18-5G-9(b)(2)).

#### A. School Objective

##### 1. Mission Statement.

The mission of the School is to use high-quality curriculum and authentic career-focused educational programming to personalize instruction for every student—regardless of their zip code—so they are empowered to achieve their full potential, prepared to pursue the career and/or postsecondary education opportunities of their choosing, and equipped to contribute positively to the communities in

which they live and West Virginia as a whole.

## 2. Vision Statement.

The School will be a statewide virtual public charter school that will serve grades K-10 in year one and add one grade level per year until it serves grades K-12. The School's vision for student learning is to focus on foundational learning proficiency in early grades, equipping students with the skills they need to develop deep content knowledge in upper grade levels. Rigorous career-learning education will be integrated as early as elementary school and become the focus of upper grade levels to promote high levels of student academic achievement and provide for authentic career exploration opportunities in collaboration with industry partners. The virtual aspect of the School removes the geographic barriers that prevent many students from accessing career-readiness education. It also provides expanded choice for students seeking an alternative and more personalized learning experience.

### B. Education Program and Curriculum

#### **High-Quality Curriculum and Personalized Instruction**

The curriculum products and materials that the School proposes to offer have a range of content rigor, flexibility in content sequencing, and features that engage and motivate students. Each student the School serves will be different in how they want to learn, choose to learn, and what they need to learn; therefore, it is important that every course and every supplemental product or tool support that need for individual, personalized learning.

The goal is to maximize the effectiveness of direct instruction that teachers provide by surrounding students with a wide range of learning experiences that are independent but aligned to direct instruction. Many students will benefit from both direct instruction and online independent learning tools. Some will rely heavily on teachers and, to a lesser extent, Learning Coaches (usually a guardian or parent, but could be any caring adult), while others will be more independent and self-directed. By supporting all these learning preferences, the School will meet the needs of the range of students it serves. Connecting all these learning support sources is alignment to West Virginia's College and Career Readiness Standards, a range of rigor, and a diversity of content to maximize student engagement.

The learning experiences offered by the School through courses, supplemental materials, diagnostic tools, and learning reinforcement tools are each designed to engage students, meeting the student where they are on a continuum of learning within each content area, using technology and teacher expertise.

#### **Authentic, Relevant, and Industry-Recognized Career Technical Education**

As an online school, the School removes geographic barriers, and students will be able to work remotely to learn skills that align with West Virginia's high demand job forecasts. The School will pair its students with relevant internships to gain hands-on experience in the pathway(s) of their choice in a geographically appropriate area.

Key attributes of the School's CRE program include:

- Continuously building relationships with industry leaders throughout the State to provide students with work-based experiences including job shadowing, mentoring, and networking opportunities and in person or virtual internships;
- Utilizing Project Based Learning (PBL) where students can develop and practice professional skills including collaboration, problem solving, communication and leadership to prepare them for the modern workplace;
- Career counseling and an Academic Plan individualized to each student's needs and academic and career pathway interests;
- Industry-recognized certifications that open doors for postsecondary job opportunities;
- Dedicated Career Readiness employees to provide the necessary support to students in the CRE program; and
- Using networking platforms to connect students with industry professionals, potential employers, and postsecondary institutions and opportunities across West Virginia and the nation.

During elementary school, students will begin to explore careers and develop professional skills (e.g., communication, organization, presentation). The School's Career Readiness Education Coordinator will work with teachers to introduce students to the concepts of careers and will design lessons, activities, and field trips that provide opportunities for students to experience various careers.

Starting in grade 6, students will engage in a yearlong course with the purpose of exploring various career options and opportunities that are available in the healthcare, manufacturing, and business/innovation economy that is currently driving employment in West Virginia. The goal of the 6th grade career readiness experience is exposure and awareness that provide a foundation to select a career readiness course in each of grades 7 and 8 that drills down to an exploration experience at the cluster level.

There are two stages to the middle school career readiness approach: Career Awareness and Career Exploration. During the Career Awareness phase, students will take part in awareness coursework, including introduction to career clusters, PBL, and professional skills development. They will also be exposed to virtual work-based learning via networking sessions with industry professionals. Students in grades 7-8, as appropriate, will begin to take part in Career and Technical Student Organizations (CTSOs). The Career Exploration phase of the middle school career readiness program allows students to focus their experience by selecting a career readiness exploratory course to begin the journey of more in-depth investigation of the specific careers in a cluster. In the second semester of grade 8, students will be introduced to a platform that allows students to showcase their skills, abilities, and credentials to businesses and colleges, allowing them to begin building their personal portfolios and developing their network.

Throughout high school, our students will be part of a cohesive career readiness experience blending PBL courses; career exploration tools; CTSOs; career counselors; National Career Readiness

Certificate/Test Prep; work-based experiences; industry partnerships; college credit; dedicated employees who hold licenses required for their role; and a statewide Advisory Council. Upon graduation, students will be prepared to pursue a specific career and/or postsecondary education. All of this will be grounded in a sound foundational education utilizing research-based curriculum. Students and teachers will interact online in whole group, small group, and one-on-one scheduled sessions utilizing a web-conferencing tool. They will also communicate via telephone, email, Zoom, instant messaging, and in person. West Virginia licensed teachers will be assigned to each course, trained in PBL, and will be directly responsible for the engagement, instruction, and learning of their students.

### C. Innovation

A significant component of the School's mission is to serve students lacking access to a high-quality, innovative, career-focused virtual education option. The School will adhere to all federal, state and local regulations regarding the education of students with special needs. Students with special needs will be supported by their general education teacher in the least restrictive environment and will receive the supportive services of a special education teacher as well as related services as defined in each student's IEP. English Language Learners (ELL) will be provided high-quality and culturally integrated language instructional programs that are evidence-based. Advanced learners will be offered opportunities for enrichment including AP courses and dual enrollment. The School's mission lends itself well to diverse learning styles; the online curriculum, PBL methods, and workplace experiences will provide differentiated instruction to accommodate our students.

The ESP will be a key support to the Board as they serve diverse students. The proposed ESP's Product Development team strives to align with the Web Content Accessibility Guidelines 2.0 Level AA. By doing this, the curriculum, communication, and resources provide an accessible platform that is compatible with accessibility Application Programming Interfaces, language translation programs, and third-party assistive technology resources. This platform meets the accessible education media needs of users in accordance with the National Instructional Media Standards (NIMAS). Assistive technology tools such as screen readers, speech to text, level reading tools, and visual math calculators can be accessed by all students based on their individual needs and accommodations will be provided as required by a student's IEP. A dedicated career readiness employee will ensure every student will have access to workplace experiences and hands-on PBL and Career Technical Student Organization (CTSO) projects.

As perhaps the only virtual public charter school focused on CRE, The School will serve an important and timely role. The Governing Board pledges to work with its peers in the charter and traditional public school world to share best practices and help foster innovation. The School will adapt its education program and curriculum to continue to improve.

### D. Graduation Requirements - *High School only* (W.Va.Code R. §126-42-5)

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

Subject	Number of Credits
English Language Arts:	4
Mathematics:	4
Science:	3
Social Studies:	4
Physical Education:	1
Health:	1
The Arts:	1
Personalized Education Plan:	4

IV. **School Accountability and Authorizer Oversight** (W. Va. Code §§18-5G-5 (b) and 18-2E-5)

A. School Accountability (W. Va. Code §§18-5G-5(b) and 2E-5)

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

1. School Academic Goals (W. Va. Code §18-5G-9(c) and d and 8(b)(4)).

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

Student performance will be evaluated continuously throughout the school year in several ways and is designed to inform and evaluate the teaching and learning cycle. The assessments:

- Readiness Normed-Referenced Growth Measure
- Formative Interim assessments
- Content-specific assessments
- Summative assessments
- State required assessments Growth Measure Assessments

Teachers differentiate instruction based on individual student needs while they assess students' mastery of the state standards. Beginning of the year assessments help to identify strengths and weaknesses in meeting state standards for each student. These assessments offer an initial benchmark for student skill level in each core area which allows teachers to differentiate instruction based on student needs. All students will take readiness assessments. Assessment results will provide data to be used as an indicator of how to group students for each instructional cycle.

Students in grades K-11 will take a growth measure assessment, Star 360, in reading three times a year; students in grades 2-11 will also take one of the above assessments in math three times a year. These assessments will indicate the degree to which students have acquired those skills. If the readiness assessments indicate that there is a deficit in grade-level skills in an incoming class, teachers will use the Online School (OLS) and Online Middle and High School (OMHS) lesson plans to focus on remediation sessions and pace coursework appropriately for those students.

### **Formative Interim Assessments**

Formative interim assessments will be given at the end of each instructional cycle for English Language Arts, Math, and any other courses tested by the State. This data is then collected and will be analyzed to determine participation as well as the best intervention/teaching strategies to employ. Formative interim Assessments will be administered to all students and aligned to the state assessment blueprint, state standards, and curriculum. Formative Interim Assessments will test student mastery of material taught in the preceding instructional cycle(s).

### **Course Assessments (Content)**

Lesson Assessments are used to verify mastery of the objectives for that lesson, and to determine whether a review of some or the entire lesson is advisable. When content is presented using platforms that support adaptivity, lesson assessments can also determine the learner path, i.e., the sequence of learning objects that make up a particular student's journey through a lesson.

Unit Assessments show whether the student has retained key learning objectives for the unit and identify specific objectives students may need to review before moving on.

Semester Assessments verify student mastery of key learning objectives for the course.

Teachers monitor individual student progress by setting goals, grading assignments, giving support and advice, and drawing on their years of experience and training. This approach, combined with integrated assessments and a comprehensive learning system, provides parents and teachers with the support needed to deliver an unparalleled education. Teachers can proactively monitor individual student academic progress through ongoing lesson and unit assessments tracked in "real time" through the learning management systems, the Online School (OLS) for grades K-5 and the Online Middle and High School for grades 6-12.



K12 curriculum assessments employ a variety of formats, allowing students to demonstrate what they have learned in a number of ways. Some assessment items are presented, answered, and scored by the computer. Others are short or extended constructed responses that are evaluated by the teacher. Item types include multiple choice, matching, technology enhanced items (drag and drop, sequencing, etc.), short answer, and constructed response items. Multiple choice, matching, and short answer items are most frequently used to assess recall of factual information and understanding of concepts, although some have been designed to address higher knowledge levels. Extended response items are generally used to assess strategic application of concepts and skills and metacognitive knowledge. In simple terms, metacognition is being aware of what you know and don't know, understanding what you will need to know for a certain task and having an idea of how to use your current skills to learn what you don't know.

### **Summative Assessments**

The State Assessments which implement the provisions of WVBE Policy 2340 will measure student learning and mastery of grade level or content standards for each academic year. Required State Assessments currently include the West Virginia General Summative Assessment (WVGSA) for grades 3-8; the SAT School Day for grade 11; and the West Virginia alternative Summative Assessment (WVASA) for grades 3-8 and 11.

The required State Assessments will be administered in all required subjects in applicable grades on the schedule established by WVDE. Student performance will be shared with each student and their parents/guardians annually. Where possible, the School will ask for access to prior results on the State Assessments and other standardized assessments to help develop a baseline for performance measurements.

## **2. Further Assessment**

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

These are described below and include:

- (1) Student academic proficiency;
- (2) Student academic growth;
- (3) Achievement gaps in both student proficiency and student growth between student subgroups, including race, sex, socioeconomic status, and areas of exceptionality;
- (4) Student attendance;
- (5) Student suspensions;
- (6) Student withdrawals;
- (7) Recurrent enrollment from year to year;
- (8) Governing board's performance and stewardship, including compliance with all applicable statutes and terms of Charter Contract; and

(9) Additional valid and reliable indicators requested by the public charter school.

3. If the School has generally been showing improvement, as determined solely by the Authorizer, toward its goals over the course of its charter term, the Authorizer may consider the School as making progress toward meeting its goals and will consider additional factors in determining renewal. If the School is failing to meet its goals and shows little or no improvement towards its goals in its most recently reported performance, the Authorizer may, in its sole determination, consider the School out of compliance and may require remediation and may revoke or deny renewal of the Charter. The School will, in part, be measured by its results in meeting the indicators from the state accountability system for all public schools in West Virginia, including disaggregated indicators for student subgroups to the extent required by law. (W. Va. Code 18-5G-8(b)(10).) The Authorizer will not use disaggregated indicators for student subgroups that are not required by law unless requested to do so by the School. The School may request that the Authorizer employ additional indicators in demonstrating the relative success of the School.

4. State Accountability System (W. Va. Code §§18-5G-8)(b(4)).

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

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

(a) Student academic proficiency:

**Aspirational Target:**

- Math: At least 40% of students who have been continuously enrolled for three or more years will “meet” or “exceed” standards on either the West Virginia General or Alternate Summative Assessment.

- English: at least 50% of students who have been continuously enrolled for three or more years will “meet” or “exceed” standards on either the West Virginia General or Alternate Summative Assessment.

- Science: at least 35% of students who have been continuously enrolled for three or more years will “meet” or “exceed” standards on either the West Virginia General or Alternate Summative Assessment.

- CTE: at least 75% of eligible students who have been enrolled for three or more years will participate in a CRE certification assessment.

**Lowest Acceptable:**

- Math: At least 30% of students who have been continuously enrolled for three or more years will “meet” or “exceed” standards on either the West Virginia General or Alternate Summative Assessment.

- English: at least 40% of students who have been continuously enrolled for three or more years will “meet” or “exceed” standards on either the West Virginia General or Alternate Summative Assessment.

- Science: at least 25% of students who have been continuously enrolled for three or more years will “meet” or “exceed” standards on either the West Virginia General or Alternate Summative Assessment.

- CTE: at least 50% of eligible students who have been enrolled for three or more years will participate in a CRE certification assessment.

**Growth:**

**Aspirational Target:**

- English: at least 50% of full academic year students will either move up one performance level or maintain “Exceeds Standard” from the prior year on either the West Virginia General or Alternative Summative Assessment.

- Math: at least 50% of full academic year students will either move up one performance level or maintain “Exceeds Standard” from the prior year on either the West Virginia General or Alternative Summative Assessment.

- CTE: during the first year of certification assessment eligibility, students will achieve a minimum pass rate of 45-59%. Each subsequent year, students will continue to increase the certification pass rate by 5% until a 70% pass rate is obtained and maintained.

**Lowest Acceptable:**

- English: at least 50% of students who achieve a score below “Meets Standard” on either the West Virginia General or Alternate Summative Assessment will achieve a score that qualifies as proficient within three years of continuous enrollment.

- Math: at least 50% of students who achieve a score below “Meets Standard” on either the West Virginia General or Alternate Summative Assessment will achieve a score that qualifies as proficient within three years of continuous enrollment.

- CTE: during the first year of certification assessment eligibility, students will achieve a minimum pass rate of 35-49%. Each subsequent year, students will continue to increase the certification pass rate by 5% until a 60% pass rate is obtained and maintained.

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

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

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

(e) Recurrent enrollment from year to year: The percentage of students remaining enrolled will improve across the Term of the Charter Contract from a baseline established at the conclusion of the first full school year at June 30.

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

B. Authorizer Oversight (W. Va. Code §§18-5G-9(b)(3)-(6)).

1. The rights and duties of the Authorizer and the School, and the administrative relationship between the Authorizer and the School, shall be as defined by law and as further specified in this Charter Contract. The Authorizer's general supervision will respect the autonomy of the Governing Board in overseeing personnel, curriculum, calendar, finances, and other decisions as required by law and acknowledged throughout this Charter Contract.
2. The Authorizer is obligated to oversee, monitor the progress of, and supervise the virtual public charter school. In general, the Authorizer will regularly assess, formally and informally, whether the School is delivering the educational program and other components defined in the Charter Contract. These efforts will focus primarily on whether the School is meeting or making progress towards its accountability goals and on the School's performance in relation to non-charter public schools in the State. Additionally, the Authorizer will monitor and annually determine whether the School's overall academic, operating, and fiscal conditions comply with State and Federal law. The Authorizer also will monitor the School's compliance with other applicable

federal and state law including the State and United States constitutions as amended, including civil and constitutional rights. The Authorizer will work cooperatively with the Governing Board, as outlined below, in executing the Authorizer's responsibility to oversee the correction of any deficiencies found.

3. Monitoring and assessment will occur through document review, site visits, and potentially other methods. Scheduled site visits will be conducted at least annually and may be conducted more frequently if warranted, at the discretion of the Authorizer. The School shall provide all requested documentation, including documentation regarding the School that is held by any Education Service Provider or other contractor as determined necessary in the sole discretion of the Authorizer.

4. Improvement Requirements (W. Va Code §§18-5G-9(b)(6) and 18-5G-6(g)).

When the Authorizer identifies noncompliance with the Charter or applicable law, the Authorizer shall notify the Governing Board of the noncompliance in writing and shall provide reasonable opportunity for remediation. To avoid unduly inhibiting the Governing Board's autonomy, the Authorizer shall not require specific remediation except when only one reasonable solution is available, such as when specific remediation is necessary to fulfill the responsibilities of the Governing Board and School or Authorizer under the law, for example under the Individuals with Disabilities Education Act (IDEA). The Authorizer may require the School to develop and execute its own Corrective Action Plan ("CAP") within a specified time period. Significant compliance conversations should be memorialized in writing, with the content confirmed by all Parties to each conversation.

C. Students with Special Needs (W. Va. Code §§18-5G--3(b)(5)).

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

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

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

In each student's case, the School shall either deliver the services directly or shall contract with a county board or another provider to deliver the services as the School chooses in its sole discretion. Failure to provide legally required services will result in an immediate finding of

deficiency and required corrective action. The School agrees that in such cases, immediate correction is warranted.

IDEA and Free Appropriate Public Education (FAPE) compliance (W. Va. Code §18-5G-14(a)(5))—  
The School shall satisfy IDEA and FAPE including satisfying at least the following requirements.  
The School shall:

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

The School's plan includes:

WVVA will adhere to all federal, state and local regulations regarding the education of students with special needs. Students with special needs will be supported by their general education teacher in the least restrictive environment and will receive the supportive services of a special education teacher as well as related services as defined in each student's IEP. ELL students will be provided high-quality and culturally-integrated language instructional programs that are evidence-based. Advanced learners will be offered opportunities for enrichment including AP courses and concurrent enrollment. The School's mission lends itself well to diverse learning styles; the online curriculum, PBL methods, and workplace experience together will provide differentiated instruction to accommodate our students.

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

In particular, the School enrollment application, a conference call with a placement counselor from the proposed ESP, and conference calls with a School general education teacher will all provide a query for the parent to indicate an exceptionality or special education or gifted education student. In addition, a careful review of previous school records, after enrollment approval, by the School's special education department will be undertaken upon receipt of such records to identify any students enrolling who have previously been identified as a student with a disability or exceptionality. The School's general education teachers will be provided professional development prior to and during the school year about their Child Find responsibilities, including possible indicators of special education and exceptional needs related to achievement and behaviors. Public notification concerning the process for screening and the availability of special services and programs of instruction for students with disabilities and exceptionalities will be on the school website and will be sent via electronic and/or U.S. Postal Service mail to all enrolled families.

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

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

**V. Acknowledgments**

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

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

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

## **VI. Operations and Culture**

### **A. School Calendar and School-Day Schedule (W. Va. Code §18-5G-8(b)(15)).**



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

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

The School students will have the opportunity to join the ESP's national student clubs for grades K-12, as well as monthly contests and challenges and summer camps, providing extracurricular activities and a community of support. The national clubs meet online in a web-based classroom using a web conferencing platform. The national clubs represent a wide variety of student interests. The School may also sponsor local clubs hosted by the School such as a school council, community service club, and other clubs depending on the student interest. School clubs may meet online or face-to-face.

Membership in Career and Technical Support Organizations (CTSOs) will also be offered to School students to support their school-based and work-based career readiness learning. CTSOs offer opportunities to students to participate in teamwork exercises, network with peers and potential future employers, develop professional skills, and participate in local, state, and national events and competitions. CTSOs also provide employees with mentoring and professional development opportunities. The School will host a chapter of a CTSO that aligns to the career readiness programs offered at the School. While the majority of CTSO student participants are high school students, middle school students will also have opportunities to participate in many of the high school CTSO experiences or middle school-based chapters if the School provides that opportunity.

C. Disciplinary Policies (W. Va. Code §18-5G-8(b)(12))

The School will provide the Authorizer with a Student Discipline Policy at least thirty (30) days prior to the start of the initial school year and will provide the Authorizer updates to the policy as they are made. The policy shall be consistent with the requirements of due process and with state and federal laws and regulations governing the placement of students with disabilities. The policy should include clear provisions regarding when a student may be expelled, when a student may be suspended (including the maximum length of suspension), and how the School will provide educational materials for a suspended student so as not to compound the punishment.

D. Food Service (W. Va. Code §18-5G-8(b)(17))

Since this is a virtual public charter school, no meals will be provided for students at a physical location. School administrators, teachers, counselors, and social workers will work with Learning Coaches and students to ensure student success including monitoring, identifying, and addressing noncurricular issues affecting student attendance and engagement such as food insecurity and poor nutrition. The

School will work proactively and reactively with the appropriate state agencies to help ensure that students and their families who may need meal assistance are connected with or informed of ways to obtain such meals through existing programs/agencies that serve students and families of public schools.

## **VII. Student Enrollment, Recruitment, and Retention**

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

1. Primary Recruitment Area. The primary recruitment area for the School will be *statewide*.
2. Student Enrollment Preferences. (W. Va. Code §18-5G-11(a)(7))

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

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

- e. Children of Governing Board members and full-time employees of the charter School, so long as the number of students enrolled under this preference constitutes no more than five percent of the School's total student enrollment.
- f. If necessary, a waiting list will be created for all remaining applicants. As students withdraw from or transfer out of the School, open spaces will be given to the next qualified person on the waiting list at that grade level. Once the lottery has taken place, parents/guardians will be notified of their child's acceptance into the School, and the parent/guardian will be asked to accept or reject their child's enrollment.

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

The School expects an initial enrollment deadline date of approximately March 15th each year after 2022 in order to determine whether an enrollment lottery will be necessary. If spaces are available after that date, the School will admit students in the order in which requests are received, except that any student with a preference listed in section 2 immediately above shall be admitted first.

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

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

If more students apply to the School than there is available capacity, as determined by the School, authorizer, or state-mandated enrollment caps, the School will accept students by lottery to enroll the maximum number of students established in its charter with a request of records (ROR) sent to the student's previous school for enrollment notification. The lottery is blind to disabilities, testing, grades, etc. Only applications received at the location designated on the application form and by the lottery deadline will be eligible to participate in the lottery. Any applications received after the application deadline will be added to the end of the waiting list in the order in which they were received. Pursuant to Section 9.3 of W. Va. 126CSR79, Policy 3300, within the initial year of the charter a lottery would conclude by April 15, unless State law designates a different date. In each subsequent year, the lottery will conclude by February 15.

5. Student Enrollment Capacity for Virtual Charter Schools

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

**VIII. Personnel**

A. Hiring Practices (W. Va. Code §18-5G-3(b)(8))

1. Background Check. All personnel, board members, and all other individuals who have physical or virtual presence or interaction with students enrolled at the School shall undergo a criminal history check before being hired by the School.

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

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

Teachers will have a bachelor's degree or higher, required state certification, and demonstrate competency in either elementary education or in a secondary subject area, depending on the grade level or subject they will teach. Teachers and other employees with bilingual skills will be recruited and hired as necessary to meet student and School needs. The faculty will include general and special education teachers at all appropriate grade levels to meet the needs of the student population. The number and types of teachers recruited will depend on student needs from year to year.

C. Staff Handbook (W. Va. Code §18-5G-8(b)(11)).

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

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

See XII.C., "Governing Board Policies," below.

**X. Facilities**

A. Location

1. The School offices shall be located at an appropriate location or locations in West Virginia.
2. The facility shall meet zoning, building, and safety requirements established for noncharter public schools, pursuant to W. Va. Code §18-5G-3(c)(12) and §18-5G-3(c)(13) prior to opening and throughout operations.
3. Preopening conditions: The facility or suitable alternative facilities must be ready for occupancy by the first day employees are working in the facility (other than for preparing the facility for occupancy). The School shall obtain all required occupation and operation certificates and licenses prior to the first instructional day for students. The School shall provide, if requested by the Authorizer, appropriate documentation.

**XI. Insurance and Indemnification**

A. Coverage (W. Va. Code §18-5G-8(b)(16))

1. The School shall maintain adequate insurance for liability, property loss, and the personal injury of students comparable to non-charter public schools within the State, which may include coverage from the Board of Risk and Insurance Management pursuant to W. Va. Code §29-12-5 (a) of the State Code.
2. Preopening condition: The School shall timely provide the Authorizer appropriate documentation at least thirty (30) days prior to the first instructional day for students. If the insurance types or amounts change, the School shall immediately notify the Authorizer.

**XII. Governance** (see W. Va. R. §126-79.8(b)(6))

A. Governing Board

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

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

2. Qualifications (W. Va. Code §18-5G-7(b))

Governing Board members must:

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

- B. Organizational Structure (W. Va. Code §18-5G-8(b)(6))

The School and Governing Board shall maintain organizational structures appropriate for their missions. The Governing Board or School shall provide an organizational chart to the Authorizer.

C. Governing Board Policies. (W. Va. Code §18-5G-8)

The Governing Board shall adopt, maintain, and share with the Authorizer policies in the following areas within sixty (60) days of the execution of the Charter Contract, and all policies shall be consistent with applicable law:

1. A policy to ensure against fiscal mismanagement, including fiscal and internal control policies sufficient to safeguard all funds and other assets (W. Va. Code §18-5G-8(b)(9));
2. A policy for budget-creation, review, approval, and amendment to maintain a strong financial situation (W. Va. Code §18-5G-8(b)(8));
3. Personnel policies in the form of a staff handbook which, at minimum, shall include: (W. Va. Code §18-5G-8(b)(11))
  - a. Staff responsibilities;
  - b. Performance management processes and performance management plans for administrators, teachers, other instructional personnel, and other staff;
  - c. Employment practices and policies consistent with all due process obligations; and
  - d. A whistleblower policy.
4. A student discipline policy allowing for appropriate due process for all students, including students with disabilities and consistent with state and federal laws;
5. A student safety policy that includes how the School will obtain criminal history checks of staff, board, and adult community members as required by law (see W. Va. Code §18A-3 (10); W. Va. Code §15-2-24 and §15-2C-1); and
6. A transparent dispute resolution policy that defines how parents, students, and staff can file a complaint and defines the role the Governing Board will play in resolving disputes.

D. Resolving Disputes with Authorizer (W. Va. Code §§18-5G-9(b)(8)

1. Disputes are distinct from disciplinary actions of the Authorizer, though the Governing Board may submit a complaint regarding such actions. If the disciplinary action is not required by law and not deemed necessary to protect students or assets by the Authorizer in the Authorizer's sole discretion, the Authorizer will stay that action until resolution of the complaint.
2. The Governing Board and Authorizer normally will attempt to resolve disputes informally, but either Party may choose not to do so.
3. The Governing Board or Authorizer may send the other Party a written notice of complaint. This other Party shall respond in writing within 30 days. If the responding Party needs more than 30 days (such as due to data collection), that Party shall notify the complaining Party during the 30 day period that more time is needed and provide an approximate response date.
4. The Parties shall continue to seek resolution. If the Parties have not resolved the complaint within 60 days or have agreed to extend this deadline in writing, the complaining Party may pursue other

means of dispute resolution, and the Authorizer will no longer stay any disciplinary action complained of.

5. The Parties voluntarily agree to non-binding arbitration in Kanawha County, WV, pursuant to the then existing rules of the American Arbitration Association. Except as may be required by law, neither a Party nor arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties, and each Party will bear its own costs and expenses associated with the arbitration except that the Parties will share equally any fees payable to the professional arbitrator, of which there may only be one arbitrator.

### **XIII. Renewal and Revocation of Charter Contract**

#### **A. Term.**

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

#### **B. Charter Contract Renewal (W. Va. Code §18-5G-10)**

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

##### **1. Review by Authorizer.**

- a. Pursuant to W. Va. Code §18-5G-10(b), no later than June 30 preceding the final school year of this Charter Contract, the Authorizer shall provide Charter Contract renewal application guidance to the School. The guidance shall include or refer explicitly to the criteria and standards agreed upon in this Charter Contract and will guide the Authorizer's renewal decisions. The Authorizer may use a standard renewal application template provided by the West Virginia Department of Education, modifying it as desired, such as to align the renewal process with the Charter Contract, including addenda, and the educational mission of the School. The guidance that the Authorizer provides shall, at a minimum, require and provide an opportunity for the School to:
  1. Present evidence, beyond the data contained in the performance report, supporting its case for Charter Contract renewal;
  2. Describe improvements undertaken or planned for the School; and
  3. Detail the School's plans for the next Charter Contract term.
- b. The Authorizer shall perform a comprehensive review of the School's performance against the expectations set out in this Charter Contract to determine whether to renew the Charter Contract, or whether the current situation is such that immediate suspension or revocation of

the Charter Contract is warranted.

- c. Pursuant to W. Va. Code §18-5G-10(a), no later than June 30 preceding the final school year of this Charter Contract, the Authorizer shall issue a performance report on the School. The performance report shall summarize the School's performance record to date, based primarily on agreed data collection in this Charter Contract and State law, and if such prospect is warranted, will mention the prospect that the Charter Contract may not be renewed and the reasons for the potential non-renewal as required by W. Va. Code §18-5G-9(d)(1). The time between that June 30 and the end date of this Charter Contract is the minimum time before nonrenewal, pursuant to W. Va. Code §18-5G-9(d)(1).
- d. The School and Authorizer agree to a 60-day period for the School to respond in writing to the performance report and submit any corrections (see also §126-79.8(2)(a)).
- e. If the Authorizer fails to perform the comprehensive review or to provide the Governing Board with adequate time to respond to its report prior to the Authorizer's need to make a decision according to section 2.h. immediately below, the Charter Contract will be deemed to be renewed for a period of five (5) years pursuant to W. Va. Code §18-5G-9(d)(10).

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

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

- a. Each Party has the right to be represented by counsel at all meetings, hearings, and interactions between the Governing Board and the Authorizer.
- b. As stated above, the Authorizer shall notify the School of the prospect that the Charter Contract may not be renewed and the reasons for the potential nonrenewal no later than June 30 preceding the final school year of this Charter Contract.
- c. As stated above, a time period of 60 days, prior to the submission of a renewal application, is available to the Governing Board to respond to the proposed nonrenewal.
- d. Additionally, the Governing Board may apply for renewal and, during the application and application review process, the Governing Bboard may provide additional documentation and testimony regarding why the Charter Contract should be renewed.
- e. Prior to making its final decision about renewal, the Authorizer shall hold a recorded public hearing regarding renewal if the Governing Board so requests.
- f. The Authorizer shall consider the Governing Board's response(s), application, testimony, and documentation, as well as the recorded public hearing if requested, prior to rendering a final decision regarding the nonrenewal of the Charter Contract.
- g. Pursuant to W. Va. Code §18-5G-9(d)(7), if the Authorizer determines not to renew the Charter Contract, the Authorizer shall issue a written decision that includes its reasons, which may include any legal basis for nonrenewal including, in the reasonable discretion of the Authorizer, any of the nonrenewal conditions stated at W. Va. Code §18-5G-10(f).



- h. Following the timeline above, the Authorizer shall render its final decision regarding renewal or nonrenewal in writing no later than November 30 of the final school year of this Charter Contract.
- i. The Authorizer shall hold an open meeting at which it shall adopt a resolution that includes the text of its final decision regarding renewal or nonrenewal.
- j. If the Authorizer fails to issue the written decision and adopt the resolution during an open meeting, the Charter Contract will be deemed to be renewed for a period of five (5) years.
- k. Pursuant to W. Va. Code §§ 18-5G-9(d) and (10), a provision that the failure for the Authorizer to act on a renewal application within the contractual and statutory timeframes shall be deemed an approval of the renewal application.

### C. Revocation of Charter Contract

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

## **XIV. Miscellaneous Provisions**

### A. Startup Plan (W. Va. Code §18-5G-8(b)(23)) (Appendix D)

The Governing Board is executing a startup plan that will enable the School to begin operating in 2022.

### B. Closure Plan (W. Va. Code §§18-5G-8(b)(18), 18-5G-10(i)) (Appendix E)

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

### C. Parent Involvement (W. Va. Code §18-5G-8(b)(25))

Each student will have a Learning Coach (usually a parent or guardian but can be any caring adult that the parent or guardian selects) to ensure student success. The School will provide tools and resources to help Learning Coaches support their students. Learning Coaches will be encouraged to be proactive, to contact teachers, specialists, and other Learning Coaches to solve problems, to give feedback, or pass on ideas and insights to the School community. The School also will ask that Learning Coaches volunteer their time and effort on behalf of the School—and to suggest, help organize, and participate in field trips, other educational outings, and social events. In addition:

- Parents can be encouraged to hold a direct leadership position and influence the management of the School by serving on the Governing Board. Past parents and grandparents are especially encouraged to participate, as they tend to be committed and knowledgeable about the School.
- Parents will be actively encouraged to attend the Governing Board and other school meetings and to participate on ad-hoc committees appointed to address specific issues.
- Teachers will initiate regular conferences and conversations with Learning Coaches about their student's progress and review needs and concerns about the operation of the School.
- Parents will help to continuously evaluate the operation of the School both online and offline through regular surveys to determine their satisfaction with their overall experience.
- Throughout the school year, the Head of School, other administrators, and teachers will account for contributions that Learning Coaches and community members have made to the business and governance of the School and communicate this to the community through the School website, in print reports, and in face-to-face meetings.

#### D. Ethics Standards (W. Va. Code §18-5G-8(b)(19))

The Governing Board will adopt ethics standards in compliance with WVBE Policy 5902, Employee Code of Conduct, and consistent with WVBE Policy 3300 4.3.q. All Governing Board members, officers, and school employees will adhere to the following ethical standards of conduct as set forth in WVBE Policy 5902 to include W. Va. Code §126-162-3; W. Va. Code §126-162-4; W. Va. Code §126-162-5 and W. VA. Code §126-162-6.

#### E. Sample Five-Year Budgets (Appendix F)

The School will endeavor to follow the budget estimates provided in Appendix F.

#### F. Charter Contract Amendment (§18-5G-9(b)(7))

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

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

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

A. In General.

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

B. Accessibility.

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

C. Attendance.

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

E. Student Progress (W. Va. Code §18-5G-14(a)(12))

The School will create an Individual Graduation Plan for each student in grades 8-12 which complies with state requirements and includes:

- A 4-year high school course plan;
- Credit and graduation requirement checks, inclusive of course credits accrued prior to enrollment in the School;
- Postsecondary and career planning;
- Prior test score data;
- Any additional elements, as necessary.

Teachers/administrators will participate in weekly data meetings to review student-level performance data, as well as class trends, allowing for fluid student groupings based on individual and small group needs. These assessments are administered frequently to guide learning throughout the instructional cycle by evaluating where students are in their progress and track towards positive performance and proficiency of standards. Formative data is used for instructional, predictive, and evaluative purposes, including:

1. instructional needs of individual students
2. instructional practices and initiatives effectiveness
3. projection of whether a student, class, or school is on track to achieve proficiency benchmarks
4. aggregated data at critical points in the year
5. individual and collective student growth

The School's curriculum assessments shall employ a variety of formats, allowing students to demonstrate what they have learned using multi-modal assignments. The School's curriculum includes a dashboard that provides visibility to teachers on how students are performing on particular learning objectives and aligned standards. The dashboard allows teachers to respond in real-time to students' instructional needs so students can stay on track toward graduation.

F. Student Engagement (W. Va. Code §§18-5G-14(a) and (12–13))

The Governing Board and School leadership will work together to create and adopt a student handbook for the School that will enable to the School to meets the goals of its mission and vision and abide by West Virginia rules and regulations. The rights and responsibilities of students will be clearly defined in the student handbook so students know what is expected of them. Attendance policies will also be clearly stated in the handbook with appropriate and timely assessment of attendance as well as enforcement measures should students show signs of disengagement or chronic absenteeism.

The final and adopted student handbook will include language detailing how students shall become subject to certain consequences if both of 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.

G. Teacher Responsiveness (W. Va. Code §18-5G-14(a)(12))

Expectations: Full-time employees will be expected to be available to students, Learning Coaches, administration, and other employees a total of eight hours per workday during typical working hours (7:30am–5:00pm). Further, employees will be expected to make early and frequent contact with students, reaching out directly if a student fails to respond. Teacher-graded assignments should be scored and returned within three business days of the submission. All student and parent/guardian questions should be responded to within one school day or less.

Consequences: Learning Coaches will be advised to follow these procedures for general information or for assistance in solving a problem:

Step 1: All concerns and issues should first be directed to the child's teacher.

Step 2: If the concern is not resolved at this level, please email the Academic Administrator.

Step 3: If you still have questions or concerns, please email the Head of School.

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

See Appendix G.

**XVI. General Terms**

A. Notices.

Any and all notices permitted or required to be given hereunder shall be deemed duly given; (i) upon actual delivery, if delivery by hand; (ii) upon delivery into United States mail if delivery is by postage paid first class mail; or (iii) upon receipt by the transmitting Party of confirmation or answer back, if delivery is by facsimile or electronic mail. Each such notice shall be sent to the respective Party at the address indicated below or to any other person or address as the respective Party may designate by notice delivered pursuant hereto:

If to Governing Board:

Mountain State Learning Solutions, Inc.  
Address:  
Attn: J. Zak Ritchie, Esq.  
P.O. Box 3983  
Charleston, WV 25339

Telephone: 304-558-8869; 681-265-3802

If to the Authorizer:

The West Virginia Professional Charter School Board  
Address:

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

Telephone: (304) 357-7957

B. Successors.

The terms and provisions of this Charter Contract are binding on and shall inure to the benefit of the Parties and their respective permitted successors.

C. Entire Contract.

Except as specifically provided herein, this Charter Contract sets forth the entire agreement between the Governing Board and the Authorizer with respect to the subject matter of this Charter Contract. All prior, contracts, representations, statements, negotiations, understandings, and undertakings are superseded by this Charter Contract.

D. Assignment.

This Charter Contract may not be assigned by the School without the express written consent of the Authorizer and any other government agency or office that may be required to approve such assignments.

E. Non-Waiver.

Except as provided herein, no term or provision of this Charter Contract shall be deemed waived and no breach or default shall be deemed excused, unless such waiver or consent shall be in writing and signed by the Party claimed to have waived or consented. No consent by any Party to, or waiver of, a breach or default by the other, whether expressed or implied, shall constitute a consent to, waiver of, or excuse for any different or subsequent breach or default.

The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

F. Construction.

This Charter Contract shall be construed fairly as to both Parties and not in favor of or against either Party, regardless of which Party prepared the Charter Contract.

G. Force Majeure.

If any circumstances occur which are beyond the control of the Parties, which delay or render impossible the obligations of one or both of the Parties, the Parties' obligations to perform such services shall be postponed for an equivalent period of time or shall be canceled, if such performance has been rendered impossible by such circumstances.

H. No Third-Party Rights.

This Charter Contract is made for the sole benefit of the Governing Board and the Authorizer. Except as otherwise provided, nothing in this Charter Contract shall create or be deemed to

create a relationship between the Parties hereto, or either of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

I. Non-agency.

It is understood that the Governing Board is not the agent of the Authorizer.

J. Governing Law.

This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code or West Virginia Code of State Rules is void and of no effect.

K. Counterparts.

This Charter Contract may be executed in any number of counterparts. Each counterpart so executed shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

L. Survival of Provisions.

The terms, provisions, and representations contained in Section XVI(H) (No Third-Party Rights) and any other provisions of this Charter Contract that by their sense and context are intended to survive termination of this Charter Contract shall survive.

M. Workers' Compensation Insurance.

The School shall comply with applicable laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

N. Taxes: The School shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

O. Compliance with Laws: The School shall comply with all applicable federal, state, and local laws, regulations and ordinances. The School acknowledges that it will comply with all applicable laws, regulations, and ordinances.

- P. **Modifications:** This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary, no modification of this Contract shall be binding without mutual written consent of the Authorizer, and the School.
- Q. **Indemnification:** The School agrees to indemnify, defend, and hold harmless the State and the Authorizer, their officers, and employees from and against: (1) Any claims or losses for services rendered in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the School, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the School, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.
- R. **Conflict of Interest:** The School, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. The School shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Authorizer.
- S. **Void Contract Clauses:** This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

The Parties agree to this Charter Contract.

For the Governing Board:

Chair

Name: Bryan Hoylman

Name of nonprofit organization: Mountain State Learning Solutions, Inc.

For the Authorizer:

Chairman

Name: Adam Kissel  
West Virginia Professional Charter School Board



## APPENDICES

### **Appendix A: Governing Board Bylaws**

The Governing Board will ensure that the Authorizer always has a current, updated copy of the Governing Board's Bylaws as well as names and contact information for the Governing Board's members.

### **Appendix A-1: Organizational Chart.**

An organizational chart will be provided to the Authorizer.

### **Appendix B: Education Service Provider (W. Va. Code §18-5G-8(c))**

Name of the current Education Service Provider (ESP): K12 Virtual Schools LLC

**Appendix C** discusses the contract between the School and the ESP. The Governing Board shall ensure that the Authorizer always has a current copy of the Governing Board's contract with its ESP (if any).

If the School wishes to change its contract with the ESP with respect to any of the twelve (12) items below, it must receive prior approval from the Authorizer. All other changes must enable the School and its Governing Board to comply with all applicable law. The School shall submit any amended contract with its ESP to the Authorizer within 14 days of the amendment.

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

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

Additionally:

The Governing Board will be responsible for overseeing the School's academic quality, but it will be the responsibility of School leadership to institute and execute upon the School's Academic Plan to drive student engagement and success. The Governing Board will evaluate school management, provide constructive feedback, and make personnel changes necessary to improve School performance.

#### Governing Board Evaluation of School Management

The Governing Board will monitor the Head of School (HOS) and administrative employees through a variety of tools, including, among other things: administrator evaluations; frequent direct reporting from the HOS and Academic Administrators/Principals; suggestions from the school community; parent surveys; and multiple data collecting/reporting tools, which will be built into the School's technological frameworks.

The HOS will deliver a report at each Governing Board meeting that provides information regarding finance, academics, and enrollment. Establishing a strong line of communication and partnership among the Governing Board, the HOS, the ESP(s), the Authorizer, and other parties associated with the operations of the School will be vital to the success of the School.

The Governing Board intends to use West Virginia's Evaluation System for School Leaders in combination with the proposed ESP's Leadership Excellence Framework to evaluate the HOS and other School leaders. The standards will be used as a tool to recruit, develop, retain, promote, and leverage School leaders in service of all stakeholders including students, parents, teachers, and employees. Specifically, these standards will:

- Guide the professional development and continuing professional development for new and existing school leaders.
- Serve as a tool in developing, coaching, and mentoring supports for school leaders.
- Focus the goals and objectives of the Governing Board in supporting, monitoring, and evaluating leadership performance.

Additionally:

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

#### **Appendix D—Startup Plan**

The Governing Board is executing a startup plan that will enable the School to begin operating in 2022.

#### **Appendix E—Closure Plan**

If the Charter Contract is terminated or voluntarily surrendered by the Governing Board, a clear and purposeful closure plan will be initiated to ensure appropriate and timely actions are taken consistent

with W. Va. 126CSR, Policy 3300, to follow the process below and as further outlined in the appropriate section(s) of the Charter Contract. As indicated in W. Va. Code §18-5G-10 (h)(i), should the School close for any reason, “the authorizer shall oversee and work with the closing school to ensure a smooth and orderly closure and transition for students and parents, as guided by the closure protocol established by the state board...”. The School will provide written notice within 10 days of the decision to the following, as appropriate: Authorizer, the State Charter School Board, the state board, school employees, parents of students enrolled at the School, the School’s creditors, the School’s leaseholders, the School’s bond issuers, and other entities which may have claim to the School’s assets. Furthermore, the School will notify the school district where the office is located, as well as other charter schools located within the school district. The notice will include the proposed date of closure, the defined plan to assist students to identify and transition into a new school, and the primary contact information for the School during the transition.

The School will assist students and families in the identification of locating a new school for each student by providing a comprehensive list of all schools and contact information within the State and their local community. The list will be inclusive of all public schools including charter schools within the State. Also, an employee within the School’s administrative office will be identified as the primary contact for questions. A specific record request email will be created and disseminated to families and schools to request student records. In addition, the record request process and email address will be prominently posted on the School’s website homepage. FERPA regulations will be adhered to and followed and only guardians, schools with verified enrollment, or parties identified on a guardian signed release of records will have records delivered. Finally, all School students will be monitored to their next school of enrollment through the end of the closure term.

Further, within the first 10 days of the decision to close the School, the School will identify a custodian for the maintenance, protection, and proper retention of student files and school business records. In addition, operations will continue throughout the closing, including standard hours of office operations, standard hours of telephone service, telephone voice messaging containing the hours of operation, and a designated employee to address questions during business hours.

The School and the Governing Board will maintain insurance coverage before, during, and for 60 days following the closure to minimize risk. Further, the School will complete all fiscal requirements, including financial audits, for the funds received and expended by the School, as well as any other state board procedure defined by state rule. Full transparency of all closure activities and items will be shared with the Authorizer who will ultimately oversee the closing of the School, including a detailed and defined budget, which will be explained within the business plan.

Employees will be provided a list of open job opportunities within the State and across various school districts and charter schools where they reside. Further, employees will be given a detailed plan including the end of the year expectations to address student needs, as well as a detailed timeline for their last day of employment. A human resource contact will be identified to address any personnel questions throughout the closure and for an extended period following closure.

Upon closing, the School will return all assets remaining and clearly label these reserves in the budget, following all liabilities and obligations are met and closed. Further, the School will comply with all state and federal reporting requirements, as well as submit all reports, both state and federal, as required by the Authorizer or State board.

## **Appendix F—Sample Five-Year Budgets**

The Governing Board has provided sample five-year budgets in its application for authorization.

**Appendix G – Student Engagement Policy and Student Discipline Policy**

The Governing Board shall ensure that the Authorizer always has a current copy of the School’s Student Engagement Policy and Student Discipline Policy.