

West Virginia Charter School Contract

THIS CHARTER is entered into as of the
6th day of July, 2023
("effective date"),

between

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

and

Workforce Initiative for Nurses (WIN) Academy, an administrative unit of BridgeValley Community and Technical College - on behalf of BridgeValley Community and Technical College pursuant to West Virginia Code § 18-5G-7(g) ("**WIN Academy**")

I. Definitions

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

Authorizer shall mean the West Virginia Professional Charter School Board.

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

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

College (or "BridgeValley" or "BVCTC") shall mean BridgeValley Community and Technical College.

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

School shall mean "Workforce Initiative for Nurses Academy" or "WIN" authorized by the Board to provide a program of public education for specified grades.

State shall mean the State of West Virginia.

II. Establishment of School

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

1. Effective Date.

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

2. Term.

The term of this Charter shall be two (2) years commencing on July 1, 2023, and ending on June 30, 2025, unless terminated or renewed sooner as provided herein.

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

1. Grade and age levels.

The School is authorized to serve students in grades 11 and 12 at approximately the same age levels as in noncharter public schools, with a minimum age of 17 by the beginning of 12th grade to fully participate in nursing clinical work. The WIN Academy must be open to 11th grade students no later than Fall of 2024.

2. Enrollment Numbers.

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

a. *Minimum Enrollment.* The minimum enrollment of 44 students including grades 11 and 12, or 30 students until grade 11 is added (hereinafter "Minimum Enrollment"), represents the limit of financial viability absent additional funding from the College or other sources. If enrollment is below the overall minimum, the School will be deemed inviable in the absence of additional funding. If enrollment falls below the Minimum Enrollment, the School must provide the Authorizer with evidence of such additional funding or other information to show that its operations below the Minimum Enrollment are financially and programmatically viable. The Governing Board may submit a revised budget and, if applicable, School plan, to the Authorizer. If the Authorizer reasonably determines that the plan is viable at a sufficient level of quality, this Contract shall be amended to include the new minimum enrollment and any agreed-upon change in plans.

b. *Maximum Enrollment.* The maximum enrollment contemplated under this Contract is 120 students (hereinafter the "Maximum Enrollment"). If the School has the resources to enroll more students than the Maximum Enrollment, the Governing Board may submit a revised budget and, if applicable, School plan, to the Authorizer. If the Authorizer determines that the plan is viable at a sufficient level of quality, this Contract shall be amended to include the new maximum enrollment and any agreed-upon change in plans.

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

The School shall conduct its initial marketing plan in accordance with the provisions stated in the "Parent and Community Involvement" section of the Application, which provisions are incorporated

herein by reference. The WIN Academy and the College's Office of Admissions will reach out to area high schools, coordinating and publicizing information nights to attract students to the program. The School shall continue marketing efforts as it deems appropriate to its ongoing operations and growth strategy. Nothing stated herein shall restrict the School from adopting new or innovative marketing plans to increase its reach to historically underserved populations within the traditional public school system. The WIN Academy plans to develop a comprehensive recruitment and communication strategy across West Virginia high schools to reach potential students and their parents, including, but not limited to, those with exceptionalities, English Language learners, those at risk for dropping out, and other traditionally underserved populations.

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

A. Mission Statement.

The mission of the Workforce Initiative for Nurses (WIN) Academy is to provide a dynamic, accelerated educational experience in a traditional community college setting that empowers students in grades 11 and 12 to achieve the following:

- Master the K-12 curriculum for State high schools;
- Attain academic success as a high school student/graduate and as a first-year registered nurse (RN) student;
- Complete the high school graduation requirements for the State;
- Finish the first year of an accredited RN program at BridgeValley as a high school student enrolled in the WIN Academy; and
- Enroll as a community college student at BridgeValley as a second-year nursing student upon high school graduation.

B. Vision Statement.

The WIN Academy is a forward-looking charter school that serves the nursing workforce needs of West Virginians by increasing the RN workforce and meeting the occupational aspirations of high school students who want to enter the nursing field. Senior students will complete their first year of an accredited RN program at BridgeValley, receive a high school diploma from the WIN Academy, and be enrolled as community college students in the second year of BridgeValley's RN program after high school graduation. WIN Academy juniors will enroll in a rigorous preparatory program allowing them to transition to the nursing program as high school seniors.

WIN Academy seniors will be able to complete the first 36 community college credits of BridgeValley's RN program (total credits currently required: 66) before entering their second year of the nursing program, which also will count toward the 22 high school credits required for graduation. WIN Academy students will take existing courses for classroom instruction, lab practicum, clinical experience, and simulation. Juniors will take preparatory courses that meet some nursing program requirements and

prepare them for the rigors of the nursing program in their senior year. Students in grades 11 or 12 who need additional preparatory work will take the appropriate foundational courses through BridgeValley's course offerings to progress to the full nursing program once they are academically prepared.

The vision for the WIN Academy is underpinned by seven core precepts:

1. Excellence in Education. The WIN Academy is dedicated to excellence in education and will develop and retain innovative and supportive faculty and staff; maintain facilities equipped with current technology for the RN program; and deliver an impactful RN program for diverse cultural backgrounds and appreciation of divergent points of view.
2. Foster and Promote Achievement and Accessibility. The WIN Academy is committed to providing the skills and resources academy students need to achieve their educational, career, and personal goals.
3. Respect for Diversity. The WIN Academy is dedicated to fostering a learning community in which all individuals are valued and supported; promoting a culture of respect that honors the dignity of every individual; and allowing zero tolerance for disrespect.
4. Practice Accountability. The WIN Academy is committed to efficient, effective management of human and financial resources to maintain public trust through professional integrity and fiscal responsibility – ensuring the sustainability of the school.
5. Quality of Work and Learning Environment. The WIN Academy will provide an environment free of harassment.
6. Contribution to Community and Economic Development. The WIN Academy is committed to serving the occupational and enrichment needs of communities throughout the State, especially in the ten counties that constitute BridgeValley's service district, and to enhancing the quality of health and life of residents.
7. Commitment to Supporting Local Communities. The WIN Academy provides a pipeline for healthcare workers to serve the health needs of the State.

C. Education Program and Curriculum.

The WIN Academy will leverage BridgeValley's RN program to create a nursing academy for high school students. The WIN Academy will align high school requirements with BridgeValley's RN requirements so that 12th grade students can graduate from high school and complete their first year in an accredited RN program. After high school graduation, students can complete the second year of the RN program.

Students must meet the College’s requirements before beginning the rigorous RN program, which currently include:

- At least 16 credits likely to be earned by the end of the junior year. (These credits can also be achieved as high school juniors in the WIN Academy.)
- Qualification to take English 101 through BridgeValley’s Accuplacer program or through prior dual credit earned in these areas in high school.
- A minimum GPA of 3.25
- A minimum composite score of 60.5 on the TEAS-VII

In order to demonstrate preparedness for the RN program, students must meet the criteria above. If, based on failure to meet the requirements above, a student is determined to be underprepared to enter the nursing program, the WIN Academy will provide an individually tailored developmental education plan in English, mathematics, science, and other appropriate subjects to prepare the student to enter the nursing program the following academic term or year. The student will receive high school and college credit for this coursework and can graduate from the WIN Academy with his or her cohort even if the student never enters the RN program. BridgeValley will maintain a robust slate of courses across many disciplines to help students complete all high school graduation requirements.

When a student is determined to be academically prepared to enter the nursing program but is missing a few courses (e.g., a social studies course[s]) for high school graduation, the WIN Academy will provide the appropriate courses to address high school graduation requirements. The student will be able to successfully graduate high school and complete the first year of the nursing program.

WIN Academy’s plan for grade 11 is:

Year 1 (High School Junior)			
First Semester		Second Semester	
Course	Credit	Course	Credit
Biology 201: Anatomy and Physiology I	4	Biology 202: Anatomy and Physiology II	4
English 101: English Composition I	3	Psychology 201: Life and Span Development	3
<i>Mathematics 109E: Applied College Math</i>	4	<i>English 102: English Composition II</i>	3
<i>History 101: US History to 1865 or History 102: US History from 1865</i>	3	<i>Arts 110: Music Appreciation or Arts 120: Art Appreciation</i>	3
		<i>Physical Education 101: Health and Wellness</i>	2
Total	14		15

WIN Academy’s anticipated budget, including grade 11, is provided in Appendix A.

D. Innovation.

If successful, the WIN Academy may become a model for early training and educational programs in other high-demand/high-wage careers. WIN Academy graduates will complete their Associate of Applied Science (AAS) in Nursing one year after high school graduation, allowing them to take the National

Council Licensure Examination for Registered Nurses (NCLEX-RN) licensure exam. The College will report on its success, pursuant to Section IV of this Charter, as it considers expanding this model to other professions.

E. Graduation Requirements. The School agrees to meet or exceed State requirements, with the School's graduation requirements outlined below:

Subject	Number of Credits
English	4
Mathematics	4
Science (+1 more for college)	3
Social Studies	4
Physical Education	1
Health Education	1
The Arts	1
Personalized Education Plan	4

IV. School Accountability and Authorizer Oversight

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

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

Students will complete assessments for each class using various evaluation methods that may include clinical assessments. At the end of the nursing program, successful students will be prepared to take the National Council Licensure Examination (NCLEX) RN exam for licensure as RNs.

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

- (a) 95 percent of 12th grade students will make sufficient academic progress to graduate from high school, absent unique personal circumstances.

- (b) 95 percent of 11th grade students will make sufficient academic progress to graduate from high school and enter the RN program in the following academic year, absent unique personal circumstances.
- (c) At least 90 percent of 12th grade students will continue in an RN program in the following academic year.
- (d) At least 75 percent of 12th grade students will complete the second year of an RN program one year after high school graduation (i.e., completion of the AAS degree).
- (e) By spring 2026, 80 percent of WIN Academy students who are registered nursing program AAS graduates will pass the NCLEX-RN test on their first attempt, within one year of receiving their AAS degree.
- (f) By December 2026, 90 percent of WIN Academy students who are registered nursing program AAS graduates will pass the NCLEX-RN to be employed in the healthcare industry, within six months of graduation.
- (g) If during the term of this Charter the School meets substantially all goals and has not failed to comply with or otherwise failed to remediate any legal or regulatory requirements as identified by the Authorizer, then the Authorizer should renew the School's charter upon request for such renewal for a new term of up to five years beginning at the start of the academic year following such request. The Authorizer may, however, consider the information and goals described in sections 2) and 3) of this section in making its decision.
- (h) 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.
- (i) If the School fails to meet the majority of 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.
- (j) 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. Some disaggregated data may be subject to omission or be limited in access so as to protect the identity of students given the academy's small enrollment. The Authorizer will not use disaggregated indicators for student subgroups that are not required by law unless requested to do so by the School. The School may request

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

- 2) State Accountability System Goals (§§18-5G-8.b.4 and 11.a.10.c).
 - a) The School agrees to participate in the State accountability system. The School shall be given access to and shall utilize the electronic education information system established by the West Virginia Department of Education. The School is subject to the Student Data Accessibility, Transparency, and Accountability Act pursuant to section §18-2-5h of the State Code, and shall report information on student and school performance to parents, policy-makers and the general public in the same manner as noncharter public schools utilizing the electronic format established by the West Virginia Department of Education.
 - b) The School will administer the appropriate statewide tests and generate the appropriate scorecard for its 11th grade students. The School agrees to follow all State guidelines and regulations for administering tests under the State accountability system.
 - c) The WIN Academy will use statewide testing results to implement a plan of targeted improvements to ensure that all students succeed academically.
 - d) Since there is no way to measure achievement in English, science, and mathematics for 12th grade students using the statewide testing system, WIN Academy will measure student performance based on grades and completion of technical, clinical, and lab standards associated with the first-year RN program.

- 3) Additional Goals. Pursuant to State Code §18-5G-9(c), and to the extent that the State Accountability System does not record and share the following with the Authorizer, the School shall annually report to the Authorizer by June 30 the following academic and operational performance indicators that the Authorizer will use to evaluate the School:
 - (a) The percentage of WIN Academy 12th-grade students who successfully completed 12th grade.
 - (b) The percentage who successfully completed 11th grade and will proceed to the 12th grade at the School.
 - (c) The percentage of WIN Academy 12th-grade students who successfully completed 12th grade and fulfilled sufficient nursing education requirements to complete an RN degree by the end of the spring term of the following year.
 - (d) The percentage of WIN Academy students who plan to enroll in BVCTC in the year following 12th grade, as well as a report on what educational programs these WIN Academy students selected at BVCTC. This reporting requirement will entail an additional report after the Financial

Aid Census Date in Fall 2024 on the number who have actually enrolled in each program, and both the spring and fall reports will be required on an annual basis in 2025, as well as in later years if the charter is renewed.

- (e) The percentage of WIN Academy students who do not plan to enroll in BVCTC in the year following 12th grade, as well as a report on what these former WIN Academy students plan to do after 12th grade (e.g., to seek employment, enroll in a four-year institution of higher education, or enroll in another two-year institution of higher education). This reporting requirement will entail an additional report after the Financial Aid Census Date in Fall 2024 on the numbers that have actually pursued these paths, and both the spring and fall reports will be required on an annual basis in 2025, as well as in later years if the charter is renewed. BVCTC will make a good-faith effort to remain in touch with these alumni for this purpose.
- (f) Student academic proficiency: All of the School's 11th grade students will take either the SAT School Day assessment or the West Virginia General Alternative Summative Assessment as appropriate.
- (g) Student academic growth: After the second year of operations and thereafter, at a minimum, roughly the same percentage of students in 11th grade are promoted to 12th grade, and the same percentage of students in 12th grade graduate, as in the noncharter public high schools in the School's primary recruitment area. Any gap that is at least 30 percent worse than for such other schools shall be considered a deficiency in the School's program, provided that the sample size of the School's non-promoted students is at least 10 students and 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.
- (h) Achievement Gaps by Subgroup: The Authorizer and the School agree that the sample size for student subgroups in the school is too small to yield reliable subgroup-level information. If the School grows beyond its current maximum capacity and its enrollment enables reliable information regarding possible achievement gaps in student proficiency and student growth between student subgroups, including race, sex, socioeconomic status, and areas of exceptionality, the School shall measure and report any such gaps to the Authorizer. Any gap that is at least 30 percent larger than for noncharter public high schools in the School's primary recruitment area shall be considered a deficiency in the School's program, provided that the sample size is at least 10 students and also large enough to account for margins of error within each metric.
- (i) Student attendance, suspensions, and withdrawals: After the second year of operations of the School and thereafter, any gap that is at least 30 percent worse compared with noncharter public high schools in the School's primary recruitment area shall be considered a deficiency in the School's program, provided that the sample size is larger than 10 students and also large enough to account for margins of error within each metric.

- (j) Recurrent enrollment from year to year: After the first year of operations and thereafter, a retention rate below 75 percent from grade 11 to grade 12 shall be considered a deficiency in the School's program, and in such case the Authorizer will require evidence that the School is making changes to improve its retention rate.
- (k) Governing Board's performance and stewardship, including compliance with all applicable statutes and terms of this Contract: The Governing Board shall fully comply with the Contract and all applicable law. If the School has met the goals and metrics above and remains financially viable, the Authorizer shall deem the Governing Board's performance and stewardship to be meeting expectations.

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

1. The rights and duties of the Authorizer and the School, and the administrative relationship between the Authorizer and the School, shall be as defined by law and as further specified in this Charter. The Authorizer's general supervision will respect the autonomy of the charter school in overseeing personnel, curriculum, calendar, finances, and other decisions as required by law and acknowledged throughout this Charter.
2. The Authorizer is obligated to oversee, monitor the progress of, and supervise the charter school. In general, the Authorizer will regularly assess, formally and informally, whether the School is delivering the educational program and other components defined in the charter contract. These efforts will focus primarily on whether the School is meeting or making progress towards its goals described in section IV of this Charter. Additionally, the Authorizer will monitor whether the School's overall academic, operating, and fiscal conditions comply with State and Federal law. The Authorizer also will monitor the School's compliance with other applicable federal and state law including the State and United States constitutions as amended, including civil and constitutional rights. The Authorizer will work cooperatively with the School, as outlined below, in executing the Authorizer's responsibility to oversee the correction of any deficiencies found.
3. Monitoring and assessment will occur through document review, site visits, and potentially other methods. Scheduled site visits will be conducted at least annually and may be conducted more frequently if warranted, at the discretion of the Authorizer. The School shall provide all requested documentation, including documentation regarding the School that is held by any contractor as determined necessary in the sole discretion of the Authorizer.
4. Improvement Requirements (§§18-5G-9.b.6, 18-5G-6(g)): When the Authorizer identifies noncompliance with the Charter or applicable law, the Authorizer shall notify the governing board of the noncompliance in writing and shall provide reasonable opportunity for remediation. To avoid unduly inhibiting the School's autonomy, the Authorizer shall not require

specific remediation except when only one reasonable solution is available, such as when specific remediation is necessary to fulfill the responsibilities of the School or Authorizer under the law, for example under IDEA. The Authorizer may require the School to develop and execute its own corrective action plan (CAP). Significant compliance conversations should be memorialized in writing, with the content confirmed by all parties to each conversation.

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

1. The School will provide special education and related services to eligible students at least to the extent required by applicable state and federal law. The School agrees to consult the State Board of Education's Policy 2419, Regulations for the Education of Students with Exceptionalities, to understand best practices regardless of whether they are required by law.

2. The School will provide services and accommodations as prescribed in a student's IEP or 504 Plan.

3. The School will provide nonacademic extracurricular services and activities in such a manner as is necessary to afford qualified persons with disabilities an equal opportunity for participation in such services and activities as those not identified with disabilities.

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

5. IDEA and 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:

- Ensure that each eligible student with an exceptionality has FAPE available in accordance with federal law (see 34 CFR §§300.101 and 300.17);
- Implement the evaluation and eligibility requirements in 34 CFR §§300.300 and 300.311;
- 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;
- 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
- 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.

6. The School intends that students will participate in mandatory career mindfulness seminars designed specifically for nursing students, including strategies to help nursing students cope with stress.

7. Child Find: The School plans to comply with its Child Find responsibilities under the law. It is the School's responsibility to actively search for individuals with disabilities through age 21, as well as gifted

students through grade 12, “including students with disabilities who are homeless or are wards of the state and students with disabilities attending private schools, regardless of the severity of their disability, who are in need of special education and related services.”

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

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

V. Acknowledgments

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

- Pursuant to W. Va. Code §18-5G-7(g), the School will operate as an administrative unit of the College, but if the College loses authorization to operate as a public institution, the School must promptly begin operating as a nonprofit corporate entity under Sec. 501(c)(3) of the IRS Code.
- Pursuant to W. Va. Code §18-5G-2(1), the School will operate under the auspices of the College, but if the College loses authorization to operate as a public institution, the School must operate as a nonprofit organization under Sec. 501(c)(3) of the IRS Code.
- Pursuant to W. Va. Code §18-5G-3(a)(1) and §18-5G-3(c)(6), the School will administer the same required general summative assessments, using the same protocols, as noncharter public schools.
- Pursuant to W. Va. Code §18-5G-3(a)(3), the school will not be home school based and will only be predominately a virtual school if the School has been authorized as a virtual public charter school.
- Pursuant to W. Va. Code §18-5G-3(a)(7), the School will not charge tuition and will only charge fees as may be imposed by noncharter public schools.
- Pursuant to W. Va. Code §18-5G-3(a)(8), the School will not, whether through the admission or enrollment process or general operation of the School, put in place requirements or practices that would exclude any child from admission or enrollment who would not be excluded at a noncharter public school. Additionally, the School’s admission and enrollment processes shall comply with applicable law and be void of discrimination except for exceptions recognized in the State Code.
- Pursuant to W. Va. Code §18-5G-3(c)(1), the School will comply with all federal requirements applicable to noncharter public schools in the State, including but not limited to federal nutrition standards, the Civil Rights Act of 1964 (Pub.L. 88-352, 78 Stat. 241 (1964); the McKinney-Vento Homeless Assistance Act, U.S.C. 11431 et seq.; the Individuals with Disabilities Education Improvement Act of 2004 (IDEA), Pub.L. 108-446; the Americans with Disabilities Act of 1990 (ADA), Pub.L. 101-336, 104 Stat. 328 (1990); Section 504 of the Rehabilitation Act of 1973; and IDEA, including its mandate that students with exceptionalities covered by its protections receive FAPE with access to the general curriculum in the least restrictive environment (LRE) appropriate for their needs. The School acknowledges it shall be prepared to enroll a comparable proportion of students with exceptionalities as are enrolled in noncharter public schools.
- Pursuant to W. Va. Code §18-5G-3(c)(2), the School and its governing board will timely comply and

respond to requests received pursuant to the Freedom of Information Act (W. Va. Code §29B-1-1 et seq.).

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

VI. Operations and Culture

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

The School agrees to maintain 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.

Students at the School will have an average of at least 345 instructional minutes per day, including their required study hall/tutoring time. Students on individual education plans to prepare to enter the nursing program will meet the minimum instructional minute requirement as well.

The BridgeValley schedule currently provides 170 regular instructional days during the year. The final required 10 instructional days for the academic year will be met through a bootcamp and education-rich community service activities. The bootcamp is planned to provide 15 days of additional instruction. The community service requirement is planned to make up at least two instructional days.

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

The School will offer two different tracks of extracurricular activities for academy students. The first set of activities includes existing BridgeValley's extracurricular activities. A second set of activities will be developed with the Governing Board, parents, community members, and students. These activities will involve a series of cohort-based activities designed to build community among WIN Academy students within, and preparing for, the RN program. Activities may include, but not be limited to, the following: (1) study groups; (2) social hours and evenings; (3) community volunteer opportunities specific to WIN Academy students; (4) evening outings such as live music, dances, and concerts; and (5) specific job site visits to learn more about local healthcare workforce needs.

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

The School agrees to follow W. Va. Code §18-5G-8(b)(12). The School will provide the Authorizer with a student discipline policy at least 30 days prior to the start of the initial school year and will provide the Authorizer updates to the policy within 30 days after 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.

A student code of conduct will be created and approved by the Board. The School will implement the policy for all students. For students with disabilities, the School will abide by all applicable federal laws regarding discipline, suspension, and expulsion.

D. Food Service (§18-5G-8.b.17).

The School plans to follow the guidance from the USDA to establish a National School Lunch Program, utilizing the strategies and tools outlined in the U.S. Food & Nutrition Services Verification Toolkit. By year two, the School plans to utilize the Community Eligibility Provision, which would allow all students to receive free meals. The School has budgeted \$10 per student per day for providing the appropriate meals, which currently exceeds the federal reimbursement rate.

VII. Student Enrollment, Recruitment, and Retention

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

1. Primary Recruitment Area. The Primary Recruitment Area of the School shall be coextensive with the service area of the College, which currently includes 10 counties (Boone, Cabell, Clay, Fayette, Jackson, Kanawha, Lincoln, Mason, Putnam, and Wayne). The Governing Board shall give notice to the Authorizer of any amendment to its primary recruitment area within a reasonable amount of time after such amendment.
2. Student Enrollment Preferences. (§18-5G-11.a.7) Children enrolled in the School do not need to reenroll in subsequent years. There are no preferences for enrolling in the WIN Academy, and in the event that more prospective students apply than the number of available spots, selection will be done randomly by lottery with multiple deadlines until all spots are filled.
3. Student Enrollment Plan (§18-5G-8.b.7): Applications for prospective enrollment will be due in March. Prospective students will be selected (by lottery if necessary) by April 1 prior to the academic year and must commit to the program by April 15. A waiting list based on the lottery will be developed for unclaimed seats. If a lottery is not necessary, then all students who applied (and commit) are admitted, and the School may then hold a lottery to fill remaining seats, or remaining seats may be filled on a first come, first-served basis after the March deadline.
4. System for Transparent and Random Admissions Lottery (§18-5G-11.a.8): To the extent that a lottery is necessary for any grade level at the School because applications exceed available space, the School shall conduct a random draw of names. The draw shall be announced at least five days in advance and shall be open to the public.

VIII. Personnel

A. Hiring Practices (§18-5G-3.b.8):

1. **Background Check:** All personnel, board members, and all other individuals who have physical or virtual presence or interaction with students enrolled at the School shall undergo a criminal history check before being hired by the School (§18-5G-3.c.11).
2. **Qualifications for Teaching and Administrative Staff** (§18-5G-3.b.8): The School is responsible for establishing a staffing plan that includes the requisite qualifications and any associated certification and/or licensure necessary for teachers and other instructional staff to be employed and for verifying that these requirements are met, and the School shall do so. The School shall provide its plan to the Authorizer upon request within 90 days of the first instructional day of the School. The plan shall comply with all applicable law. WIN Academy instructors generally will be the existing community college faculty in the nursing program or related General Education courses. WIN Academy faculty are hired, managed, and evaluated by BridgeValley personnel.

B. **Staff Handbook** (§18-5G-8.b.11).

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

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

The School shall implement and follow appropriate fiscal and internal control policies and conduct an annual audit of its financial statements at the conclusion of each fiscal year beginning with the first year of operations of the charter school. The School's Internal Control policy, provided in Appendix I of the Application, is incorporated herein by reference. If the School amends its Internal Control policy, it shall provide notice of the same to the Authorizer within 30 days.

X. Facilities.

- A. The School will be located in Building 2000 on BridgeValley's South Charleston campus, and students may take courses and participate in activities in other buildings on the campus. The School shall notify the Authorizer of any change to its School location or locations and provide a formal mailing address at such location or locations.
- B. The facility shall meet zoning, building, and safety requirements established for public schools in West Virginia, pursuant to W. Va. Code §18-5G-3(c)(12) and §18-5G-3(c)(13) prior to opening and throughout operations.

- C. Preopening conditions: The school shall maintain all required occupation and operation certificates and licenses prior to the first instructional day for students. Upon request, the School shall timely provide the Authorizer appropriate documentation of such certificates and licenses.

XI. Insurance and Indemnification (§18-5G-8.b.16).

- A. The School (as an administrative unit of the College) shall maintain adequate insurance for liability, property loss, and the personal injury of students at least to the extent required by law, and which may include coverage from the Board of Risk and Insurance Management pursuant to §29-12-5a of the State Code.
- B. Preopening condition: The School shall timely provide the Authorizer appropriate documentation of insurance coverage at least 30 days prior to the first instructional day for students, upon request. If the insurance types or amounts change, the School shall immediately notify the Authorizer.

XII. Governance (see §126-79.8.b.6).

A. Governing Board.

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

Membership must include at least:

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

- 2. Qualifications (§18-5G-7.b)

Governing board members must:

- a. Not be employees of the School administered by the Governing Board.
- b. Not be employees of an educational service provider that provides services to the School;
- c. File (within 30 days of joining the governing board, except that current members must file within 30 days of execution of this Charter, and within 30 days of any change) a full disclosure report to the Authorizer identifying potential conflicts of interest, relationships

with management organizations, and relationships with family members who are employed by the school or have other business dealings with the school, the management organization of the school, or any other charter public school;

- d. Participate in training for governing board members (at least one training per year related to appropriate oversight of the School), which may be provided by the Authorizer, the West Virginia Department of Education, or another provider;
- e. Collectively possess documented expertise in leadership, curriculum and instruction, law, human resources, and finance;
- f. Be considered an officer of a school district under the provisions of W. Va. Code §6-6-7 (removal from office shall be in accordance with the provisions of that section);
- g. Disclose and explain to the Authorizer any education-related actions taken, legal or otherwise, against them for academic, financial, or ethical concerns, whether or not specifically regarding charter schools; and
- h. Be subject to criminal history record checks, fingerprinting requirements, and restrictions relating to such checks as apply to noncharter public schools in the State. (§18-5G-3.c.11)

C. Organizational Structure (§18-5G-8.b.6). The School shall follow the structure specified in the “Organizational Structure” section of the Application, which section is incorporated herein by reference. If such structure is revised or amended, then notice of such change shall be provided to the Authorizer within 60 days.

D. Board Policies. (§18-5G-8.b)

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

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

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

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

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

XIII. Renewal and Revocation of Charter Contract

A. Term.

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

B. Contract Renewal (§18-5G-10). This Contract may be renewed under an “Early Renewal” at the discretion of the Authorizer, or under the general renewal process that primarily occurs in the final year of this Contract as specified throughout this Section XIII. The process for an Early Renewal may be more concise than the processes outlined in this Section XIII so long as such Early Renewal process is not inconsistent with State Code. The Early Renewal process shall apply the standards in subsection IV(A)(1)(g) above, and if renewal is granted under the Early Renewal process then a new Contract is signed with a new five-year term. Any Early Renewal process shall not, under any circumstances, result in, or otherwise be deemed to constitute, a non-renewal under this Section XIII or the State Code, and if renewal is not granted under any Early Renewal process, then this Contract shall continue as if no Early Renewal process had been initiated. The process for a renewal other than an Early Renewal shall follow the processes outlined in this Section XIII and applying the standards in subsection IV(A)(1)(g) above.

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

1. Review by Authorizer.

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

the current situation is such that immediate suspension or revocation of the Charter is warranted.

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

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

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

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

include any legal basis for nonrenewal including, in the reasonable discretion of the Authorizer, any of the nonrenewal conditions stated at W. Va. Code §18-5G-10(f).

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

C. Revocation of Contract

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

XIV. **Miscellaneous Provisions**

A. Startup Plan (§18-5G-8.b.23). The School shall follow its startup plan in a manner that is consistent with the plan stated in its Application.

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

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

C. Parent Involvement (§18-5G-8.b.25).

The School plans to involve parents in their students' educational program through monthly "PTA" meetings where the following will take place:

- WIN Academy faculty and key administrators inform parents of past and upcoming developments in the program.

- Engagement with parents on ways to support the program, including fundraising to support program needs, volunteer opportunities (e.g., with activity nights), and the development of new specific activities for the WIN Academy.
- Informational sessions on how to support their children academically and in terms of college preparation (e.g., filling out FAFSAs, searching for scholarships, etc.).
- Opportunities to provide WIN Academy staff with feedback on the program to allow for ongoing and future improvements.

D. Ethics Standards (§18-5G-8.b.19).

The School will exhibit ethical behaviors through modeling effective characteristics for students and for others in the education profession. Governing Board members, employees, students, and visitors will be expected to commit to follow ethics standards that mirror BridgeValley's policies. Governing Board members and employees agree to comply with the School's Internal Control and Conflicts of Interest policies. The Governing Board will adopt affirm that they:

- Will attend all regularly scheduled board meetings and be informed about issues that will be addressed at those meetings;
- Will solicit gifts to benefit the nursing program and students and not for personal gain;
- Will not use their role of public office for private gain;
- Where there is a board interest in public contracts, will recuse themselves from actions where they have a personal or professional interest;
- Will make policy decisions at publicly held board meetings;
- Will work with other board members to establish effective board policies and to delegate authority for program implementation to the BridgeValley president and their staff; and
- Will avoid being placed in a position where there is a real or perceived conflict of interest.

E. Five-Year Budgets

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

F. Contract Amendment (§18-5G-9.b.7).

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

1. The Authorizer will determine whether the change(s) are significant enough to hold a public forum about the change(s); if they are so determined, the Authorizer will hold the forum (which may

be virtual or in person) within 30 days of receiving the amendment request.

2. The Authorizer will endeavor to respond favorably or unfavorably to a request to amend this Agreement within 60 days of receipt.

3. The Authorizer and School will negotiate in good faith regarding the request.

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

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

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

If to the Governing Board:

Attn: WIN Academy Governing Board
C/O President's office
BridgeValley Community and Technical College
B2000 - South Charleston Campus
2001 Union Carbide Drive
South Charleston, WV 25303

or

mason@workedconsulting.com so long as Mr. Bishop is the Chair.

If to the Authorizer:

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

or

adam.kissel@wvpcsb.org so long as Adam Kissel is Chairman

or

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

The parties agree to this Charter.

For the Governing Board:

Workforce Initiative for Nurses (WIN) Academy, an administrative unit of BridgeValley Community and Technical College - on behalf of BridgeValley Community and Technical College pursuant to West Virginia Code § 18-5G-7(g).



Mason M. Bishop, Chair
Workforce Initiative for Nurses Academy



Barry Holstein, WIN Board Member



Diane Bedwell, WIN Board Member



Andrea Garrett, WIN Board Member



Mark Blankenship, Chair
BridgeValley Community and Technical College Board of Governors

For the Authorizer:



Adam Kissel, Chairman
West Virginia Professional Charter School Board

Appendix A

BridgeValley RN Program Budget, Existing vs. Addition of the WIN Academy (Maximum enrollment/funding scenario)

Nursing revenue and expenses	Amount	Current capacity in the nursing program	WIN Academy Incremental Costs for 120 students	Total
Resident Annual Tuition	\$4,704	\$1,834,560	\$0	\$1,834,560
Charter School Payments	\$5,400	\$0	\$648,000	\$648,000
Program fees	\$200	\$78,000	\$0	\$78,000
Course fees	\$1,356	\$528,840	\$0	\$528,840
Program revenue		\$2,441,400	\$648,000	\$3,089,400
Net program revenue (less 22% to cover overhead)		\$1,904,292	\$505,440	\$2,409,732

Annual direct program expenses (faculty salary and benefits)		\$1,500,423	\$90,000	\$1,590,423
Adjunct/contract instructional expenses		\$162,000	\$0	\$162,000
Program operational budget		\$44,820	\$0	\$44,820
Math/Science/English Bootcamp		\$0	\$10,000	\$10,000
Books and instructional materials for Academy Students (Seniors)	\$1,356	\$0	\$81,360	\$81,360
Books and instructional materials for Academy Students (Juniors)	\$500		\$30,000	\$30,000
Transportation for Academy Students	\$70	\$0	\$75,600	\$75,600
Lunch reimbursement	\$10	\$0	\$204,000	\$204,000

Total Expenses		\$1,707,243	\$490,960	\$2,198,203
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Net program income (loss)		\$197,049	\$14,480	\$211,529
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