## ACCESS ACADEMY OPERATIONAL AGREEMENT

DATE: March 3, 2025

#### **ACCESS ACADEMY OPERATIONAL AGREEMENT**

THIS ACCESS ACADEMY OPERATIONAL AGREEMENT (the "Operational Agreement" or "Agreement") is an agreement authorized, and entered into, by and between the GEORGE MASON UNIVERSITY ("George Mason"), NORTHERN VIRGINIA COMMUNITY COLLEGE ("NVCC"), part of the VIRGINIA COMMUNITY COLLEGE SYSTEM ("VCCS"), and LOUDOUN COUNTY SCHOOL BOARD, a political subdivision of the Commonwealth of Virginia and body politic, ("LCPS"), each referred to as the "Party" or collectively as the "Parties."

#### RECITALS:

WHEREAS, the Virginia General Assembly has enacted Chapter 19.1 of Title 22.1 of the Code of the Commonwealth of Virginia authorizing the establishment of college partnership laboratory schools to stimulate the development of innovative programs for preschool through grade 12 students; and

WHEREAS, George Mason submitted an application to establish the Accelerated College and Employability Skills (ACCESS) Academy ("ACCESS Academy") college partnership laboratory school in partnership with NVCC and LCPS, approved on April 24, 2024, by the Virginia Board of Education ("VBOE"); and

WHEREAS, pursuant to Va. Code § 22.1-349.5 (C), VBOE and the governing board of ACCESS Academy, executed a contract setting forth the academic and operational performance expectations and measures and the administrative relationship between the VBOE and ACCESS Academy, attached hereto as Exhibit A; and

WHEREAS, the Parties desire to enter into this Operational Agreement to finalize the roles and responsibilities of the Parties in the establishment and operation of ACCESS Academy.

NOW, THEREFORE, the parties hereto, intending to be bound by the terms and conditions set forth herein, and in consideration of the promises and mutual covenants and understandings of each of the parties, covenant and agree as follows:

## ARTICLE I DEFINITIONS

#### **Section 1.1. Definitions**

**ACCESS Academy**: Accelerated College and Employability Skills (ACCESS) Academy, also referred to as the "Academy," is a public, nonsectarian, nonreligious, college partnership laboratory school established by George Mason University (George Mason) in partnership with Loudoun County Public Schools (LCPS) and Northern Virginia Community College (NVCC), and approved by the Virginia Board of Education (VBOE).

ACCESS Academy 9-10 Students: Students enrolled in grades 9-10 of ACCESS Academy.

ACCESS Academy 11-12 Students: Students enrolled in grades 11-12 of ACCESS Academy.

ACCESS Academy LCPS Coordinator: A coordinator hired by LCPS and partially funded by George Mason whose role will be to facilitate enrollment and coordinate the support and services LCPS provides to ACCESS Academy and ACCESS Academy students. ACCESS Academy Coordinator will be an LCPS employee and shall work collaboratively with the ACCESS Academy Director on the operations of ACCESS Academy.

ACCESS Academy Course of Study: The set of courses available to students enrolled in ACCESS Academy in 9-12 grade provided by LCPS or ACCESS Academy.

**ACCESS Academy Director:** The director of ACCESS Academy hired by the Governing Board and employed by George Mason to manage and oversee the day-to-day operations and to serve as the primary point of contact for ACCESS Academy.

ACCESS Education Program (Education Program): The educational programing for ACCESS Academy provided by ACCESS Academy as described in Article III, Section 3.2(B).

**ACCESS Academy Instructor**: A teacher, instructor, or professor employed by George Mason (and may also separately be a LCPS employee who receives a stipend from George Mason for work related to ACCESS Academy) to provide instruction to ACCESS Academy students within the scope of the Education Program of ACCESS Academy.

College Partnership Lab School Contract: The GMU ACCESS Academy Lab School Contract between VBOE, ACCESS Academy Governing Board, and George Mason, dated May 13, 2024, incorporated herein and attached as Exhibit A. The Virginia College Partnership Laboratory School application for ACCESS Academy dated August 11, 2023, and last revised on March 25, 2024, is incorporated herein and attached hereto as Exhibit B.

**Dual Enrollment (DE)**: The State Council of Higher Education for Virginia (SCHEV) defines "Dual Enrollment" as coursework taken by high school students under the aegis of an agreement between a public school or district and a public institution of higher education, wherein a student takes coursework that both (i) counts toward high school graduation requirements and (ii) is designed to result in earned college credits.

**Effective Date:** The Agreement shall be effective on the date of the last signature hereto.

**Governing Board**: The entity responsible for creating, managing, and operating ACCESS Academy. The Governing Board shall be under the control of George Mason University and its members shall be selected by George Mason in consultation with NVCC and LCPS.

**George Mason Credit**: Course credits derived from George Mason courses taught by George Mason ACCESS Academy Instructors. LCPS reserves the right to award ACCESS Academy students earning George Mason Credits with credits toward high school graduation requirements.

**NVCC Dual Enrollment ("NVCC DE") Credit**: Course credits derived from dual enrollment course taught by an ACCESS Academy Instructor qualified by NVCC to teach NVCC DE courses. NVCC DE course must meet Concurrent Enrollment Quality Standards as defined in Virginia Community College System (VCCS) Policy No. 6.7 and by the eligibility standards set forth in Dual Enrollment for High School Students set forth in VCCS Policy No. 6.6.

**School Board**: The Loudoun County School Board.

#### ARTICLE II GOVERNANCE OF ACCESS ACADEMY

#### Section 2.1. Governing Board

The Governing Board shall be responsible for the overall management and operation of ACCESS Academy, in consultation with LCPS, NVCC, and George Mason, as required by Va. Code § 22.1-349.1 *et. seq.* The composition of the Governing Board shall be defined in the By-Laws, attached as Exhibit C.

#### **Section 2.2.** Governing Board Responsibilities

- A. The Governing Board is responsible for creating, managing, and operating Accelerated College and Employability Skills (ACCESS) Academy, effectively executing the roles and responsibilities described in the Application and adhering to the terms of the College Partnership Lab School Contract and this Agreement. In consultation with LCPS, NVCC, and George Mason, the Governing Board is responsible for developing, managing, and administering operations of ACCESS Academy in accordance with state law, the Virginia Standards of Quality, including Standards of Learning and Standards of Accreditation, and such other regulations as determined by VBOE.
- B. The Governing Board shall establish bylaws to carry out its duties, as well as policies, procedures, and regulations for the Academy, as required under Virginia law and this Agreement. As a part of the bylaws, the Governing Board shall establish a formal conflict of interest policy that is consistent with applicable law.

#### **Section 2.3.** ACCESS Academy Director

The Governing Board shall hire an Access Academy Director to manage the day-to-day operations and to serve as the primary point of contact with the Governing Board.

#### **Section 2.4.** Governing Board Reporting

The Governing Board shall follow all notification and reporting requirements in the College Partnership Lab School Contract, and as provided in this Agreement.

#### ARTICLE III ACADEMIC MATTERS

#### Section 3.1. ACCESS Academy General Academic Operation

ACCESS Academy students will be provided the opportunity to complete the ACCESS Academy Course of Study in Grades 9-12. As further detailed below, some courses within the Course of Study will be provided to ACCESS Academy students by LCPS and will be outside of the ACCESS Academy Education Program. Other courses within the Course of Study will be provided by ACCESS Academy through ACCESS Academy Instructors or jointly by ACCESS Academy and LCPS (i.e. 9-10 Grade CTE courses). These courses are within the scope of the ACCESS Academy Educational Program (see, Section 3.2). The Course of Study will be developed jointly by ACCESS Academy, George Mason, LCPS, and NVCC. As of the date of this Agreement, the proposed Course of Study is attached as Exhibit D.

ACCESS Academy shall be responsible for providing educational programing to ACCESS Academy students within the scope of the Education Program of ACCESS Academy as described below in Section 3.2. Unless otherwise stated herein, LCPS shall be responsible for providing all other educational programing outside of the ACCESS Education Program, but required for all LCPS students, and non-educational programing (e.g., extra-curricular activities, sports).

ACCESS Academy shall follow the LCPS school calendar.

#### **Section 3.2.** ACCESS Academy Education Program

- A. As provided in the College Partnership Lab School Contract, ACCESS Academy shall be responsible for providing all academic instruction to students within the ACCESS Academy Education Program and shall be responsible for administration of ACCESS Academy. In particular, ACCESS Academy shall:
  - 1. Establish the curriculum for the ACCESS Academy Education Program in partnership with George Mason, LCPS, and NVCC, and subject to Article VI and V of this Agreement;
    - i. As regulated by the State Council of Higher Education for Virginia (SCHEV) and pursuant to Code of Virginia §§ 23.1-2904.7 and 23.1-2907, comprehensive community colleges are the primary dual enrollment providers for public school districts, particularly for courses of study that consist of an associate degree or certification, NVCC has the first right of refusal to offer as a dual enrollment course, those offered in the ACCESS Academy 11-12 Education Program. NVCC agrees that George Mason will offer two dual enrollment, problem-based learning courses (IT 213 -- Multimedia and Web Design and IT-- 223 Information and Security Fundamentals) and a Senior Design Capstone course during the senior year, exclusively to ACCESS Academy students.
  - 2. Ensure that the instructional timeframes allow for registration and scheduling of classrooms for dual enrollment courses and student schedules within typical scheduling parameters and to provide sufficient contact hours;
  - 3. Collaborate with George Mason, LCPS, and NVCC to maximize the effectiveness of the content and instruction of the curriculum as well as scheduling and class sizes, and

- to review space availability and potential cost prior to finalizing approval on future curriculum development; and
- 4. Provide all necessary information and documentation to George Mason and NVCC to determine whether coursework is eligible for George Mason Credit or NVCC DE Credit. Where necessary for courses to receive George Mason Credit or NVCC DE Credit, ACCESS Academy shall modify the curriculum to meet curriculum requirements and student learning outcomes established by George Mason or NVCC.
- B. The ACCESS Academy Education Program consists of educational programing for ACCESS Academy 9-10 Students and ACCESS Academy 11-12 Students.
  - 1. The ACCESS Academy Education Program for ACCESS Academy 9-10 Students consists of (1) academic counseling, and enrichment programs provided to students enrolled in ACCESS Academy during their 9<sup>th</sup> and 10<sup>th</sup> grade years and (2) the Career and Technical Education (CTE) courses taken by ACCESS Academy 9-10 Students. Additionally, ACCESS Academy will provide training on instructional strategies related to problem-based learning and employability skills to LCPS teachers teaching ACCESS Academy students in the 9<sup>th</sup> and 10<sup>th</sup> grade CTE courses (such LCPS teachers are ACCESS Academy Instructors). ACCESS Academy may also provide trainings to other LCPS teachers, as applicable. All other 9<sup>th</sup> and 10<sup>th</sup> grade classes required for LCPS students and extra-curricular activities will be provided by LCPS and are outside of the scope of the ACCESS Academy Education Program.
  - 2. The ACCESS Academy Education Program for ACCESS Academy 11-12 Students consists of academic classes, academic counseling, and enrichment programs provided to students enrolled in ACCESS Academy by ACCESS Academy Instructors at the George Mason FUSE building or other sites designated by ACCESS Academy (such as internship locations). All academic classes within the ACCESS Academy Course of Study for students in ACCESS Academy 11-12 will be provided by ACCESS Academy. All NVCC DE Courses in the ACCESS Academy Education Program will be taught by ACCESS Academy Instructors, hired by ACCESS Academy and George Mason and credentialled by NVCC to teach NVCC DE Courses. Extra-curricular activities will be provided to ACCESS Academy 11-12 Students by LCPS and are outside of the scope of the ACCESS Academy Education Program.

#### **Section 3.3.** Academic Standards

ACCESS Academy shall work to achieve the academic performance expectations set forth in the College Partnership Lab School Contract.

#### **Section 3.4.** Graduation Requirements

All curriculum for grades 11-12, to include George Mason Credits and NVCC Dual-Enrollment Credits, shall meet the LCPS graduation and diploma requirements, such that a student completing the ACCESS Education Program and all required LCPS courses shall be eligible to and will receive a standard diploma from LCPS, specifically Potomac Falls High School.

#### Section 3.5. Performance Objectives for Grades 9-10

ACCESS Academy shall collaborate with LCPS in establishing the measurable performance objectives for grades 9-10. ACCESS Academy and LCPS shall review the objectives annually,

prior to ACCESS Academy's submission to VBOE as required in the College Partnership Lab School Contract, and to work towards meeting the performance standards.

#### **Section 3.6.** Performance Objectives for Grades 11-12

ACCESS Academy shall collaborate with NVCC, George Mason, LCPS in establishing measurable performance objectives for grades 11-12. ACCESS Academy, NVCC, George Mason, and LCPS shall review the objectives annually, prior to ACCESS Academy's submission to VBOE as required in the College Partnership Lab School Contract, and to work towards meeting the performance standards.

#### **Section 3.7.** Education of Students with Disabilities

ACCESS Academy is a local education agency (LEA) for the purposes of compliance with the Individuals with Disabilities Education Act (IDEA). As such, ACCESS Academy shall comply with all applicable federal and state laws, rules, policies, procedures, directives and regulations involved in educating students suspected of having an educational disability (see 34 CFR § 300.111(c)(1), referencing § 300.8), even though they are advancing from grade to grade, and students identified with disabilities who are in need of an Individualized Education Program (IEP) or accommodations under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794, et seq.). ACCESS Academy, George Mason, NVCC, and LCPS shall collaborate to develop guidelines related to the provision of special education services and resources.

- A. Special Education (SPED) Services. LCPS will provide SPED services for eligible ACCESS Academy students in accordance with the Individuals with Disabilities Education Improvement Act (IDEA) (20 U.S.C. § 1401 et seq.), the Americans with Disabilities Act (ADA), and Section 504 of the Rehabilitation Act. This includes full compliance with the SPED IEP team process for students suspected of having an educational disability pursuant to 34 CFR § 300.111(c)(1) or those already identified with an educational disability and who qualify for specialized instruction. Notwithstanding the foregoing, ACCESS Academy will be responsible for substitute costs necessary for ACCESS Academy Instructors and other staff to attend any and all SPED meetings, due process or court hearings related to SPED matters, IEP team meetings, 504 meetings (provided, however that ACCESS Academy will not be responsible for substitute costs if the due process or court hearing is necessitated solely by actions of LCPS).
- B. English Learner (EL) Services. LCPS will provide EL services for eligible ACCESS Academy students. Notwithstanding the foregoing, ACCESS Academy will be responsible for substitute costs necessary for ACCESS Academy Instructors and other staff to attend any and all meetings related to EL services (provided, however that ACCESS Academy will not be responsible for substitute costs if the due process or court hearing is necessitated solely by actions of LCPS). ACCESS Academy will be responsible for the substitute costs associated with ACCESS Academy Instructor's EL professional learning.
- C. Individualized Education Program (IEP). In compliance with applicable state and federal regulations, an appropriate representative of ACCESS Academy shall serve as a member of all ACCESS Academy student's IEP teams. Federal and state regulations require the regular monitoring of IEP progress on a quarterly basis. Each member of the ACCESS Academy student's IEP team (including all administrators, special educators, and related service providers) shall attend any and all special education database use, Student Information System (SIS) use, and other training as required by LCPS. ACCESS Academy

will align this requirement with its formal progress reporting schedule. If ACCESS Academy suspects that a student's needs exceed the ability of the ACCESS Academy to implement a student's IEP at ACCESS Academy, ACCESS Academy will expeditiously contact the assigned LCPS Office of Special Education personnel for a consultation. If LCPS staff together with the ACCESS Academy student's IEP team determine that the ACCESS Academy cannot implement the IEP, an IEP team meeting will convene to determine if the IEP is appropriate, revise as necessary, and determine placement. ACCESS Academy's failure to comply with this provision, after notice and an opportunity to cure, is grounds for revocation of LCPS participation in this Agreement.

- D. Coordination with LCPS SPED Team. Within two days of a student's enrollment in ACCESS Academy, where the student has previously received SPED services within LCPS, the ACCESS Academy LCPS Coordinator shall supply the name of the student to the LCPS SPED Supervisor designated to ACCESS Academy to determine if the student has been found eligible for a continuation of services in accordance with IDEA or Section 504 of the Rehabilitation Act and to arrange services within ACCESS Academy. An LCPS SPED representative or designee must attend and participate in all IEP team meetings and any other activities related to the provision of special education and services to students.
- E. Consultation. LCPS and ACCESS Academy will cooperate and work together to ensure that staff assigned by LCPS to perform SPED services as needed at the school do so in a manner that is high quality while being supportive of the ACCESS Academy's curriculum and model to the extent possible.
- F. **NVCC DE Courses**. ACCESS Academy will coordinate with NVCC Office of Accommodation and Accessibility regarding academic accommodations provided to students in NVCC DE Courses.
- G. Special Education Compliance. ACCESS Academy shall not discriminate against students with disabilities.
- H. **Due Process Requests**. ACCESS Academy will, with LCPS direction, ensure that all students suspected of having an education disability pursuant to 34 CFR § 300.111(c)(1), students with IEPs, and students with plans under Section 504, are provided with notice and overview of their due process rights. If legal counsel is required, as determined by LCPS, then LCPS-designated legal counsel will be used, and ACCESS Academy will cooperate as needed.
- I. Medicaid Billing. ACCESS Academy will cooperate in LCPS' submission of billing documentation for all SPED students who are Medicaid eligible in accordance with LCPS billing procedures. LCPS will retain the reimbursement. ACCESS Academy will be required to maintain all Medicaid paperwork, if any, in the student's cumulative folder for six years. LCPS will ensure that Medicaid providers are credentialed in accordance with state regulations.
- J. **Reporting**. ACCESS Academy shall cooperate and complete LCPS-implemented reporting mechanisms that will monitor ACCESS Academy's compliance with its obligations under this Section. Additionally, ACCESS Academy's assigned SPED Supervisor will regularly report on ACCESS Academy's compliance and progress.

#### **Section 3.8. Student Records**

ACCESS Academy will maintain and secure all student records for current and former ACCESS Academy students consistent with the federal Family Educational Rights and Privacy Act

(FERPA), 20 U.S.C. § 1232g and 34 CFR Part 99, as amended, and Va. Code §§ 22.1-287, 22.1-287.1, 22.1-288 and 22.1-295.1. ACCESS Academy will comply with all Virginia Department of Education and LCPS yearly timelines for electronic data reporting and accountability as directed by the ACCESS Academy Director. The Academy must use the student identification number assigned to the student upon enrollment in the then current LCPS student database, as provided by LCPS, for all record-keeping purposes. All ACCESS Academy students must be registered with ACCESS Academy. ACCESS Academy Instructors will be expected to use the LCPS Student Information System to input ACCESS Academy students' grades and other scholastic information.

#### Section 3.9. Data Collection

ACCESS Academy will collect and maintain data as required in the College Partnership Lab School Contract, and as requested by federal or state educational agencies or as directed by the ACCESS Academy Director, and in collaboration with George Mason, LCPS, and NVCC. LCPS and NVCC will cooperate with George Mason and ACCESS Academy's collection of data about ACCESS Academy students and teachers providing instruction to ACCESS Academy students. This includes (1) providing access to classes and other school activities to conduct observations, (2) making employees available for surveys, focus groups, and interviews and (3) providing the following data to George Mason and ACCESS Academy in a timely manner for evaluative and assessment purposes:

- A. Student performance data including course grades, GPA, and other standardized assessment data related to their academic progress and performance;
- B. Student work/artefacts for project-based learning (PBL) units;
- C. Teacher reported data on student progress/dispositions;
- D. Student, teacher, and staff questionnaires administered for the purpose of the evaluation; and
- E. Data from relevant career and college readiness measures, exit surveys conducted by LCPS.

#### ARTICLE VI ACCESS ACADEMY 9-10 STUDENTS

#### **Section 4.1. Policies**

School Board policies, rules, and regulations shall apply to ACCESS Academy 9-10 Students and all courses and activities engaged in by ACCESS Academy 9-10 Students. Additionally, ACCESS Academy policies shall also apply to ACCESS Academy 9-10 Students as to matters within the scope of the ACCESS Education Program.

#### **Section 4.2.** Facilities

ACCESS Academy 9-10 Students shall attend all classes at Potomac Falls High School, located at 46400 Algonkian Pkwy, Potomac Falls, VA 20165. LCPS reserves the right to change the location for ACCESS Academy 9-10 Students based on spaced needs or as required in a weather event or emergency. Any permanent change in facilities will be made in coordination with ACCESS Academy. The facility shall comply with the ADA and Section 504 of the Rehabilitation Act of 1973.

#### **Section 4.3.** Transportation

Unless students elect to use their own transportation, transportation will be provided to ACCESS Academy 9-10 Students by LCPS personnel, consistent with School Board policies and regulations, and the applicable sections of Va. Code § 22.1-176, et seq.

#### **Section 4.4.** Nutrition

Nutrition services, to include breakfast and lunch daily, will be provided to ACCESS Academy 9-10 Students by LCPS.

#### **Section 4.5.** Student Records

LCPS shall maintain records of ACCESS Academy 9-10 students in accordance with School Board policies and regulations, and state and federal law, including FERPA. LCPS shall also comply with all applicable federal and state requirements pertaining to the retention of all student records. Upon request, and where a legitimate education interest is articulated, LCPS shall provide a copy of a student's records to ACCESS Academy.

#### **Section 4.6. FERPA Compliance**

All ACCESS Academy 9-10 student data shall be considered to be confidential, and any release of information shall be in compliance with FERPA. If any Party will have access to the other Party's data that includes "education records" as defined under FERPA, LCPS acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the other Party's education records, as those terms have been defined under FERPA and its implementing regulations, and LCPS agrees to abide by the limitations and requirements imposed on school officials. All Parties will use the education records only for the purpose of fulfilling their duties under this Agreement and will not share such data with or disclose it to any third party except as provided for in the Agreement, as required by law, or authorized in writing by the other Party. LCPS shall perform all steps necessary to allow the other Party to comply with the requirements of FERPA.

## ARTICLE V ACCESS ACADEMY 11-12 Students

#### Section 5.1. ACCESS Academy 11-12 Course of Study

The curriculum for ACCESS Academy 11-12 Students shall include George Mason Credit and NVCC DE Credit courses as provided in the ACCESS Academy Course of Study. Only 100- and 200-level college courses may be offered as part of the curriculum.

#### A. George Mason Credit Courses.

- 1. George Mason shall oversee the development of the course content and materials for all courses that receive George Mason Credit.
- 2. George Mason shall evaluate course content to determine whether the curriculum is suitable for awarding undergraduate-level credits and whether it meets George Mason's contact hour requirements.
- 3. Courses offered for George Mason Credit shall be understood to be George Mason courses and shall remain George Mason's intellectual property.

- 4. George Mason, in collaboration with LCPS, shall collaborate with ACCESS Academy faculty to maximize the effectiveness of the content and instruction of the curriculum.
- 5. ACCESS Academy Instructors for Grades 11-12 for George Mason Credit shall submit their course syllabi via the Director of ACCESS Academy to George Mason for evaluation no later than two weeks prior to the beginning of each term.
- 6. ACCESS Academy students must register for their George Mason Credit-bearing classes in a manner established by George Mason.
- 7. George Mason Credit shall be awarded only for coursework that is completed in accordance with George Mason's academic standards. as modified by a student's approved IEP or 504 Plan. ACCESS Academy shall coordinate with LCPS Office of Special Education to inform George Mason of any accommodations being provided to ACCESS Academy students.

#### B. NVCC DE Credit Courses.

- 1. NVCC shall oversee the development of the course content and materials for all courses that receive NVCC DE Credit.
- 2. NVCC shall evaluate course content to determine whether the curriculum is suitable for awarding undergraduate-level credits and whether it meets NVCC's contact hour requirements.
- 3. Courses offered by NVCC for Dual Enrollment Credit shall be understood to be NVCC courses and shall remain the intellectual property of NVCC.
- 4. NVCC, in collaboration with LCPS, shall collaborate with ACCESS Academy faculty to maximize the effectiveness of the content and instruction of the curriculum.
- 5. ACCESS Academy 11-12 instructors for NVCC DE Credit shall submit their course syllabi via the Director of ACCESS Academy to NVCC for evaluation no later than two weeks prior to the beginning of each term.
- 6. NVCC credit shall be awarded only for coursework that is completed in accordance with NVCC's academic standards.

#### **Section 5.2.** Facilities and Student Services

- A. The site of classes for ACCESS Academy 11-12 Students shall be located at the FUSE at George Mason Square Center at the Arlington Campus of George Mason. The ACCESS Academy Director will be primarily located at the FUSE center, while the ACCESS Academy LCPS Coordinator will be primarily located at Potomac Falls High School. The ACCESS Academy LCPS Coordinator may spend time at the FUSE Center, if requested in advance, to ensure continuous support and oversight. The facilities shall comply with the ADA and Section 504 of the Rehabilitation Act of 1973. If George Mason is closed, and LCPS remains open, ACCESS Academy 11-12 students will remain at Potomac Falls High School.
- B. George Mason reserves the right to change the location of ACCESS Academy 11-12 based on space needs or as required in a weather event or emergency. The ACCESS Academy Director and/or ACCESS Academy LCPS Coordinator shall make all students aware of any location change in advance of the impacted school day.
- C. ACCESS Academy 11-12 students shall be provided with George Mason and NVCC identification cards and shall have the same access to physical facilities as all George Mason and NVCC students, including but not limited to use of the libraries and student lounge areas.

- D. All appropriate SPED services and accommodations for ACCESS Academy 11-12 students will be provided by LCPS. George Mason and NVCC agree to accommodate any LCPS-approved accommodations for any student subject to the provisions of Section 3.7.
- E. ACCESS Academy 11-12 students may use student services provided by George Mason and NVCC to the same extent that such services are available to other undergraduate students.
- F. ACCESS Academy 11-12 agrees to adhere to all George Mason policies and procedures regarding environmental and health safety when on George Mason campuses.
- G. All technology provided to ACCESS Academy students shall be approved to the entity providing the hardware to ACCESS Academy students to determine compatibility with the existing systems and hardware. George Mason will provide technological devices for students in ACCESS Academy 11-12 that are compatible with the software to which they need to have access.

#### Section 5.3. Transportation

Transportation of ACCESS Academy 11-12 Students to George Mason's campus will be provided by LCPS, unless the student elects to use their own transportation.

#### **Section 5.4.** Nutrition

Nutrition services, to include breakfast and a bag lunch daily, will be provided to ACCESS Academy 11-12 Students by George Mason when courses are held on George Mason's campus.

#### **Section 5.5.** Student Records

George Mason and NVCC shall maintain records of ACCESS Academy 11-12 Students in accordance with ACCESS Academy policies and state and federal law, including FERPA. George Mason and NVCC shall also comply with all applicable federal and state requirements pertaining to the retention of all student records. ACCESS Academy shall coordinate with LCPS to ensure that ACCESS Academy maintains student records of ACCESS Academy 11-12 Students in a manner that allows LCPS to comply with its policies and regulations. Upon request, George Mason and NVCC shall provide a copy of a student's records to LCPS so that it may retain a complete copy of an ACCESS Academy student's full academic record consistent with School Board policies and regulations.

#### Section 5.6. Compliance with FERPA

All ACCESS Academy 11-12 Student data shall be considered to be confidential, and any release of information shall be in compliance with FERPA. If any Party to this Agreement will have access to the other Party's data that includes "education records" as defined under FERPA, each Party acknowledges that for the purposes of this Agreement it will be designated as a "school official" with "legitimate educational interests" in the other Party's education records, as those terms have been defined under FERPA and its implementing regulations, and the Party agrees to abide by the limitations and requirements imposed on school officials. All Parties will use the education records only for the purpose of fulfilling their duties under this Agreement and will not share such data with or disclose it to any third party except as provided for in the Agreement, as required by law, or authorized in writing by the other Party. George Mason and NVCC shall perform all steps necessary to allow the other Party to comply with the requirements of FERPA.

#### ARTICLE VI GENERAL OPERATIONS

#### Section 6.1. Tuition and Fees for Admission, Enrollment, Attendance

With exception for nonresident students who do not meet the Residency or Free Admission for Nonresident Student requirements of School Board Policy 8115, ACCESS Academy shall not impose on any pupil tuition, contribution, or attendance fee of any kind as a condition of enrollment. Nonresident student will be charged the current annual LCPS tuition cost for in-state residents. George Mason and NVCC shall waive all fees, to include application, course, parking fees, and summer bridge program fees for all ACCESS Academy students.

#### Section 6.2. Admissions

All students shall apply directly to ACCESS Academy for admission. In accordance with Va. Code § 22.1-349.3(B), students are selected by lottery. George Mason and LCPS shall participate in the development of criteria for students to enter the lottery, see Exhibit E for the lottery process. A waiting list shall be established if adequate space is not available to accommodate all students whose parents have requested to be entered in the lottery process. Such waiting list shall also be prioritized through a lottery process, and parents shall be informed of their student's position on the list.

#### Section 6.3. Enrollment

- A. **Enrollment into ACCESS Academy**. LCPS is responsible for administering the enrollment of students admitted into ACCESS Academy in accordance with Section 6.1 and are residents of Loudoun County. George Mason will take responsibility for managing the enrollment process for students admitted into ACCESS Academy who are residents of jurisdictions outside of Loudoun County.
- B. **Enrollment into LCPS**. George Mason shall provide LCPS with the list of all out-of-county students admitted into the ACCESS Academy by May 15 of each school year. To complete enrollment into ACCESS Academy, out-of-county students must enroll in LCPS through its Registrar and pay tuition as required in Section 6.1. Tuition may be paid by the student or its home school division.
- C. **Enrollment into George Mason.** Once admitted, ACCESS Academy students that successfully complete grades 9-10, will be admitted to and enrolled at George Mason as non-degree students in the High School Guest Matriculant category.
- D. **Enrollment into NVCC DE Courses**. ACCESS Academy students enrolling in NVCC DE courses must complete the registration tasks and may be required to meet placement standards set forth in Section 6.6.3 of the VCCS Policy Manual.
- E. The projected enrollment of ACCESS Academy is expected to be up to 120 students annually during the term of this Agreement. ACCESS Academy shall maintain accurate and complete enrollment data.

#### **Section 6.4.** Nondiscrimination

Student recruitment and enrollment decisions, including the lottery, shall be made in a nondiscriminatory manner and without regard to disability, race, creed, color, gender identity, sex, sexual orientation, marital status, pregnancy, childbirth or related medical conditions, ethnic or

national origin, religion, ancestry, age, genetic information or need for SPED services or any other unlawful basis. ACCESS Academy shall not discriminate against any student on the basis of limited proficiency in English, and ACCESS Academy shall provide students who have limited proficiency in English with appropriate services designed to teach such students English and the general curriculum, consistent with federal civil rights laws. ACCESS Academy shall not engage in any sectarian practices in its educational programing, admissions or employment policies, or operations. No enrollment application may ask any question designed to inquire about a student's disabilities or need for SPED services. Any assessments of a student, whether before or after enrollment, shall strictly be used for educational purposes of the student only and shall not be used as a reason to enroll or disenroll the student for the Academy or grade level and shall not be used as a means for encouraging parents to withdraw their child.

#### Section 6.5. Attendance

ACCESS Academy shall follow the age and compulsory attendance requirements set forth in Va. Code § 22.1-254 and as provided in School Board policies and regulations.

ACCESS Academy students enrolled in NVCC DE courses must attend, at a minimum, 15 instructional hours per semester credit.

#### **Section 6.6.** Student Discipline

ACCESS Academy student conduct shall be subject to and governed by the policies and regulations of LCPS, to include but not be limited to conduct occurring at the FUSE center, at ACCESS Academy-sponsored activities, or with the use of ACCESS Academy technology. Any student misconduct, to include conduct related to drugs, weapons, assault, threats, and harassment that occurs within ACCESS Academy's jurisdiction shall be reported to the ACCESS Academy LCPS Coordinator for action by LCPS, even if such misconduct does not violate ACCESS Academy, George Mason, or NVCC student conduct policies or regulations. Action by LCPS in response to student conduct may also impact a student's ability to remain enrolled in ACCESS Academy. Additionally, ACCESS Academy student conduct occurring within the scope of the ACCESS Academy Education Program may also be subject to and governed by the policies of ACCESS Academy (or where applicable George Mason or NVCC) solely as to the student's involvement and participating in ACCESS Academy. ACCESS Academy may also take action regarding a student's continued participation in ACCESS Academy in response to student conduct occurring outside of the scope of the Education Program in consultation with LCPS. Prior to initiating any action to discipline a student, ACCESS Academy will notify the ACCESS Academy LCPS Coordinator for further consultation on the applicable discipline procedure. No decision by LCPS, George Mason, NVCC, or ACCESS Academy to take (or not take) action under its policies shall prohibit the other from taking action under their policies. ACCESS Academy, LCPS, George Mason, and NVCC shall, to the extent permitted by law, cooperate and share information as necessary to address student conduct.

#### Section 6.7. Dismissal

ACCESS Academy shall not dismiss a student involuntarily, unless the dismissal is accomplished through procedures established by the Academy that are consist with Virginia law. A student's dismissal from ACCESS Academy could impact their enrollment at Potomac Falls High School, and more broadly as an LCPS student. If a student is dismissed from ACCESS Academy, they

would return to their home high school, be it an LCPS high school or high school in another school division.

#### Section 6.8. Withdrawal or Transfer

ACCESS Academy shall adopt and adhere to withdrawal and transfer procedures which provide for the timely release of any student who withdraws from the Academy and/or transfers to another school. The Academy's withdrawal and transfer procedures shall also provide for the transfer of the student's records to the new school in a reasonable timeframe.

#### Section 6.9. Complaints and Grievance Process

- A. All parent or student complaints or grievances related to matters that occurred outside of the scope of the ACCESS Academy Education Program shall be handled by LCPS in accordance with School Board policy. The results of any such complaint or grievance that relates to or impacts ACCESS Academy shall be shared with ACCESS Academy.
- B. Complaints or grievances related to matters that occurred within the scope of the ACCESS Academy Education Program or which are made by or about ACCESS Academy or George Mason employees may be handled by ACCESS Academy in accordance with ACCESS Academy or George Mason policy. To the extent a complaint or grievance related to matters that occurred within the scope of the ACCESS Academy Education Program involves an LCPS student, parent, or employee, ACCESS Academy shall also refer the complaint or grievance to LCPS to determine whether it will also address the complaint or grievance through its policies and processes. Prior to initiating any investigation upon a complaint or grievance, ACCESS Academy will notify the ACCESS Academy LCPS Coordinator for further consultation on the applicable procedure for addressing such complaint or grievance.
- C. To the extent a complaint or grievance related to matters that occurred within the scope of the ACCESS Academy Education Program involves an NVCC employee, ACCESS Academy shall also refer the complaint or grievance to NVCC to determine whether it will also address the complaint or grievance through its policies and processes.
- D. Action or inaction by any Party in response to a complaint or grievance shall not prevent another Party from taking action within the scope of its authority in response to the complaint or grievance. To the extent possible, the Parties will cooperate and coordinate in handling complaints and grievances that impact multiple Parties or their employees.
- E. Complaints regarding protected class discrimination, sexual or gender-based misconduct, disability accommodations, or any other alleged violation of federal or state anti-discrimination or civil rights laws that relate to ACCESS Academy or any ACCESS Academy Student or Instructor, shall be provided to the appropriate office of LCPS and George Mason, and to NVCC to the extent it involves an NVCC employee. The Parties will cooperate and coordinate regarding the handling of such complaints. Nothing in this section prevents any Party from taking any action within the scope of its authority that it believes is necessary to comply with its obligations under federal or state anti-discrimination or civil rights laws.

#### Section 6.10. Insurance

George Mason, NVCC, and ACCESS Academy shall be insured under the Commonwealth of Virginia Self-Insured Risk Management Plan. ACCESS Academy may purchase additional

insurance coverage if so desired. LCPS shall hold, throughout the term of this Agreement, insurance coverage sufficient coverage to protect against liability, damage, personal injury, or death that may occur on LCPS property or transportation or as a result of any action by an LCPS employee. Upon request, each Party shall supply to the requesting Party information regarding such insurance coverage.

#### ARTICLE VII HEALTH AND SAFETY

#### Section 7.1. Safe Environment

LCPS shall maintain a safe learning environment for ACCESS Academy 9-10 Students. George Mason shall maintain a safe learning environment for ACCESS Academy 11-12 Students. George Mason and LCPS shall develop and adhere to a safety plan and provide them to the ACCESS Academy Director. LCPS, George Mason, and NVCC (as applicable) Threat Assessment Teams shall collaborate on any threat assessment matters related to ACCESS Academy.

#### **Section 7.2.** Health Clearances

ACCESS Academy shall ensure all students have received immunizations against communicable diseases, are free from tuberculosis in a communicable form, and have received a physical examination as required by School Board Policy 8410 and Virginia law.

#### Section 7.3. Student Health

ACCESS Academy shall provide appropriate first aid care for ill and injured students in accordance with School Board Policies 8410 and 8415, Regulation 8415-REG. ACCESS Academy may recommend that parents seek the help of medical professionals or appropriate health agencies for cases beyond its scope of responsibility.

#### **Section 7.4.** Reporting of Crime-related Incidents

The ACCESS Academy Director shall promptly notify the Governing Board and LCPS' Department of Safety and Security if it learns that any of the ACCESS Academy Instructors, employees, member of the Governing Board, or LCPS, George Mason, or NVCC employees involved with ACCESS Academy have been charged, arrested or convicted for a crime punishable as a felony; any offense involving the sexual molestation, physical or sexual abuse, or rape of a child, or the solicitation of any such offense; any crime related to the misappropriation of funds or theft; or any other offense as identified in Va. Code §§ 22.1-296.1, 22.1-296.3 and 22.1-315. Additionally, the ACCESS Academy Director shall notify the Governing Board and LCPS' Department of Safety and Security within one business day of learning that any ACCESS Academy Instructors, employees, member of the Governing Board, or LCPS, George Mason, or NVCC employees involved with ACCESS Academy has been the subject of a founded case of child abuse and neglect. ACCESS Academy shall not employ any individual who has been convicted of any violent felony as described in Va. Code § 22.1-296.1 or of any offense involving the sexual molestation, physical or sexual abuse of, or rape of a child, or the solicitation of any such offense.

#### Section 7.5. Use of Drugs and Tobacco Prohibited

ACCESS Academy shall prohibit the use of alcohol, drug, tobacco, and electronic cigarettes at any ACCESS Academy site (grades 9-12).

#### **Section 7.6.** Emergency Planning

ACCESS Academy 9-10 will coordinate all emergency planning through LCPS to ensure compliance with standard and required emergency preparedness protocols. ACCESS Academy 11-12 will coordinate all emergency planning with the George Mason Emergency Preparedness and Response office when students are on George Mason's campus, to ensure compliance with standard and required emergency preparedness protocols. When LCPS schools are closed to inclement weather or other emergency situations, ACCESS Academy students will not physically be in attendance.

#### **Section 7.7.** Emergency Relocation

In the event of natural disasters, emergencies, and/or damage to George Mason facilities, LCPS will provide educational services to ACCESS Academy students at temporary locations within LCPS. George Mason and shall notify the ACCESS Academy LCPS Coordinator of the impacted facilities as soon as possible.

#### **Section 7.8** Reporting

NVCC, George Mason, and LCPS shall inform ACCESS Academy if they become aware of any of the following events. ACCESS Academy is required to notify the Board of Education of any of the following events.

- A. **Failure to Meet Terms**. Any circumstance, event, or condition that may cause ACCESS Academy to fail to meet the terms of this Contract or any applicable state or federal statute, regulation, or other requirement.
- B. **Arrest**. The arrest of any member of the Governing Board or ACCESS Academy employee for a crime punishable as a felony or any misdemeanor related to the misappropriation of funds or theft or that involves a child or a student.
- C. **Felony**. A court judgment that any member of the Governing Board or ACCESS Academy employee has been convicted of, or entered a plea of guilty or no contest to, a felony.
- D. **Misdemeanor Involving Minor**. A court judgment that any member of the Governing Board or ACCESS Academy employee has been convicted of, or entered a plea of guilty or no contest to, a misdemeanor involving a minor child or a student.
- E. Complaint of Child Abuse or Neglect. Notice that any member of the Governing Board or ACCESS Academy employee has been the subject of a founded complaint of child abuse or neglect by a child protection agency.
- F. **Legal Action**. The filing or commencement of any action, suit, or other legal proceeding that pertains to the operation of ACCESS Academy.
- G. Complaint Under Investigation. Any complaint that pertains to the operation of ACCESS Academy that is filed by or with a local, state, or federal government agency or any complaint, regardless of the source, that is under investigation by such a government agency.
- H. **Material Inaccuracy of Data**. Any material inaccuracy found in data provided to the Virginia Department of Education related to ACCESS Academy.
- I. **Payment Default**. A default on any obligation by ACCESS Academy, including debts for which payments are past due in violation of the Commonwealth's Prompt Payment Act.

## ARTICLE VIII ACCESS ACADEMY PERSONNEL

#### **Section 8.1. ACCESS Academy Personnel**

- A. All personnel of ACCESS Academy shall be employees of George Mason subject to all applicable policies of George Mason. ACCESS Academy personnel shall include all ACCESS Academy Instructors, the ACCESS Academy Director and, with exception to the ACCESS Academy LCPS Coordinator, any other employee who provides support, instruction, services, or extra-curricular activities to ACCESS Academy students that falls within the scope of the ACCESS Academy Education Program. ACCESS Academy personnel shall not include LCPS or NVCC employees who provide support, instruction, services, or extra-curricular activities to ACCESS Academy students outside of the scope of the ACCESS Academy Education Program. Any such employees shall be subject to the policies of their employer. ACCESS Academy personnel who are also NVCC or LCPS employees shall separately remain subject to the policies of their respective employer.
- B. ACCESS Academy personnel are subject to employment action (e.g., evaluation, reassignment, transfer, discipline, suspension, termination) by George Mason and/or ACCESS Academy at their sole discretion as to the employee's work for ACCESS Academy. If an ACCESS Academy employee is also an LCPS or NVCC employee, any employment action by George Mason or ACCESS Academy may have an impact on their employment with LCPS or NVCC subject to its respective policies.

#### **Section 8.2.** ACCESS Academy Instructors

- A. George Mason ACCESS Academy Instructors. For courses receiving George Mason Credit, ACCESS Academy 11-12 agrees to hire only instructors who meet George Mason's requirements for academic qualifications. These requirements are detailed in George Mason's Faculty Credentialing Manual. ACCESS Academy 11-12 instructors teaching courses for George Mason Credit must comply with the requirements of University Policy 3005 and shall ensure their transcripts and any other necessary documentation are on file with George Mason. No ACCESS Academy Instructor for grades 11-12 shall be assigned to teach George Mason Credit-bearing courses without prior approval by George Mason. If a George Mason ACCESS Academy Instructor is unavailable to teach an approved course, it is the responsibility of George Mason to provide a replacement instructor or same or higher credentials, so not to disrupt the instruction of ACCESS Academy students.
- B. LCPS ACCESS Academy Instructors. LCPS ACCESS Academy Instructors shall teach the CTE course for ACCESS Academy 9-10 Students. If an LCPS ACCESS Academy Instructor is unavailable to teach an approved course, it is the responsibility of LCPS to provide a replacement instructor or same or higher credentials, so not to disrupt the instruction of ACCESS Academy students.
- C. **NVCC DE ACCESS Academy Instructors**. ACCESS Academy 11-12 instructors teaching courses for NVCC DE Credit must meet the teaching eligibility requirements set forth by the Virginia Community College System, established in the <u>VCCS-29</u> and shall ensure their official transcripts and any other necessary documentation is on file with

- NVCC. No ACCESS Academy Instructor for grades 11-12 shall be assigned to teach NVCC Credit-bearing courses without prior approval by NVCC.
- D. With exception of the ACCESS Academy Instructors providing CTE course for ACCESS Academy 9-10 Students, ACCESS Academy has sole responsibility for determining the instructors who teach courses within the ACCESS Academy Education Program. In the event that ACCESS Academy determines that an ACCESS Academy Instructor teaching a CTE course for ACCESS Academy 9-10 Students, must be changed, it will work with LCPS to identify a replacement ACCESS Academy Instructor.
- E. **Stipends**. George Mason will provide stipends for LCPS ACCESS Academy Instructors, as applicable.

#### **Section 8.3.** Teacher Credentials

For the 2025-2026 school year, ACCESS Academy Instructors must hold or have applied for a current Virginia Teaching License by May 1, 2025. ACCESS Academy agrees to pay for the application fee of such license and LCPS agrees to provide training for the statutory requirement of CPR and First Aid. All remaining statutory requirements for the license will need to be satisfied by each individual applicant. In subsequent school years, ACCESS Academy Instructors shall be licensed by May 1 of the prior school year.

#### Section 8.4. ACCESS Academy Director and Coordinator Credentials

The Director and Coordinator of ACCESS Academy must hold a current Professional Teaching License with endorsement in Administration and Supervision.

#### **Section 8.5.** Evaluations

ACCESS Academy shall conduct performance evaluations of ACCESS Academy personnel for its own use according to its own performance evaluation processes, state law, and Virginia Department of Education regulations. Additionally, ACCESS Academy personnel who are also LCPS or George Mason employees remain subject to the performance evaluation processes of their respective additional employer. For such employees, ACCESS Academy shall cooperate and provide performance evaluation information to the respective additional employer to allow the additional employer to conduct employment evaluations in accordance with their policies and procedures.

#### Section 8.6. Personnel Audit

LCPS, George Mason, and NVCC reserve the right, at their own expense, to conduct an audit at any time of their personnel and staff providing services for ACCESS Academy and/or its students to ensure that their interests are protected.

#### **Section 8.7.** Criminal History Checks

ACCESS Academy shall ensure that, in accordance with Va. Code §§ 22.1-296.1, 22.1-296.2 and 22.1-296.3, all employees and contracted instructional vendors receive state and federal criminal background checks, including child abuse and neglect checks, in accordance with Va. Code §§ 22.1-296.1, 22.1-296.2 and 22.1-296.3 prior to employment and that no employee is employed who has a prohibited conviction. ACCESS Academy shall use the LCPS Department of Human Resources and Talent Development Services to conduct the fingerprinting and to request the background checks.

#### Section 8.8. Drug-Free Workplace

- A. During the term of this Agreement, ACCESS Academy, to include LCPS, George Mason, and NVCC when operating on their campuses or property, shall (i) provide a drug-free workplace for all employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of ACCESS Academy that ACCESS Academy maintains a drug-free workplace; and (iv) cause to be included the provisions of the foregoing clauses (with the vendor for ACCESS Academy as the obligated party) in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each vendor.
- B. For the purposes of this section, "drug-free workplace" means a site for the performance of work done in connection with this Agreement wherein employees are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana.

#### Section 8.9. Employee Grievances and Complaints

- A. Any employee complaint or formal grievance initiated by or on behalf of an ACCESS Academy personnel or any employee complaint or formal grievance initiated against an ACCESS Academy personnel related to their work for ACCESS Academy or matters within the scope of the ACCESS Academy Education Program, will be addressed following George Mason and/or ACCESS Academy policy. In the event that the ACCESS Academy personnel is also a LCPS employee, ACCESS Academy shall also notify LCPS of the complaint or formal grievance so that LCPS can determine whether and how to proceed under their policies. Any decision or action by ACCESS Academy or George Mason regarding such a complaint shall solely relate to ACCESS Academy and George Mason and shall not preclude LCPS from conducting its own process, making its own decision, and taking its own actions with regard to its employee. Notwithstanding the above, ACCESS Academy recognizes LCPS' and George Mason's requirements to address and investigate claims of discrimination and harassment based on protected statuses, and nothing herein impacts ACCESS Academy's understanding of LCPS' and George Mason's obligations to address and investigate such claims.
- B. Any employee complaint or formal grievance initiated by or on behalf of an LCPS or NVCC employee who provides instruction, services, or support to ACCESS Academy students but is not an ACCESS Academy personnel (i.e., provide instruction, support, or services outside of the scope of the ACCESS Academy Education Program) or any employee complaint or formal grievance initiated against such an individual shall be handled by LCPS or NVCC respectively according to their applicable policies.

#### **Section 8.10.** Employee Discipline

LCPS, George Mason, and NVCC, shall each bear and be responsible for any legal fees and costs, court reporter fees, transcript fees and costs and any other fees or costs associated with any employee discipline imposed by each.

#### **Section 8.11. Adverse Actions**

LCPS or George Mason, may issue a notice of intent to dismiss, suspend, re-assign or non-renew the employment of any of their respective employees who are also ACCESS Academy personnel in accordance with their respective policies and law after conferring with the ACCESS Academy Director and providing notice to the Governing Board. ACCESS Academy shall cooperate in reasonably assisting in the process. It is the responsibility of LCPS or George Mason to provide a replacement instructor or same or higher credentials, so not to disrupt the instruction of ACCESS Academy students.

#### Section 8.12. Personnel Files

LCPS and George Mason shall create and maintain an official personnel file ("OPF") for each person they employ that is assigned to ACCESS Academy. The ACCESS Academy will maintain a local school file ("LSF") for each ACCESS Academy personnel, including all permanent and temporary staff. The ACCESS Academy will submit all required original documents to LCPS or George Mason for inclusion in the OPF, which LCPS and George Mason will individually maintain and transfer such personnel records, in accordance with each entity's standard practices and procedures. Such documents will include, but may not be limited to all memoranda, entries, performance evaluations, classroom observations, counseling letters, and disciplinary documents. If an employee transfers to another school or work location, ACCESS Academy will forward the LSF to the new location. Upon an employee's separation from employment of ACCESS Academy, the Academy will send the file to the respective employer for the retention of the personnel record.

#### **Section 8.13. Records Retention**

ACCESS Academy shall comply with Library of Virginia records retention process, policies and schedules and shall limit the number of personnel who will have access to employee files to those with a legitimate need to know and maintain confidentiality of the LSF. To ensure that privacy is maintained, files must be appropriately secured in a locked cabinet in a locked office, with regard to physical files, or in a secured or encrypted file with restricted access, with regard to electronic files or records. The Academy shall ensure that employee files are accounted for at all times.

#### **Section 8.14. Confidentiality of Information**

If an outside contractor or other such vendor of ACCESS Academy has access to confidential information, measures to safeguard employee data from outside contractors will be the sole responsibility of ACCESS Academy. If a security breach occurs arising out of ACCESS Academy's own technology or use of any technology in ACCESS Academy, then ACCESS Academy will be responsible and liable for the costs associated with the security breach and remediation.

## ARTICLE IX FINANCIAL MANAGEMENT

#### **Section 9.1.** Fiscal Responsibilities

The Academy shall maintain accurate and comprehensive financial records, practice governmental accounting in accordance with generally accepted accounting principles (GAAP) and use public funds in a fiscally responsible manner.

#### Section 9.2. Fiscal Year

The fiscal year for the Academy shall begin on July 1 and end on June 30 of the subsequent calendar year.

#### Section 9.3. Cost Responsibilities

In addition to the cost responsibilities defined in this Agreement, the following shall pertain to the Parties:

- A. Costs associated with the general operation of ACCESS Academy shall be borne by ACCESS Academy.
- B. LCPS shall be solely responsible for any and all costs associated with:
  - 1. The provision of disability-related accommodations as required by the IDEA, the ADA, Section 504 of the Rehabilitation Act of 1973, or other applicable law;
  - 2. All IEP services for ACCESS Academy students; and
  - 3. Specific requirements for K-12 education required by LCPS, but not required by the Virginia Department of Education, or other state or federal law or regulation.
- C. ACCESS Academy shall provide all other legally required accommodations and support for ACCESS Academy students.
- D. George Mason will provide LCPS with \$100,000 each school year to fund one ACCESS Academy LCPS Coordinator position for LCPS. For the 2024-2025 school year, funding shall be received within 30 days of execution of this Agreement. Thereafter, funding shall be received by LCPS at least 45 days prior to the start of each subsequent school year. George Mason shall pay for the mileage, toll, and parking expenses for the ACCESS Academy LCPS Coordinator's travel to and from the FUSE center.

#### Section 9.4. Procurement

ACCESS Academy's procurement of goods, services, insurance, and construction shall be in accordance with the Virginia Public Procurement Act, Va. Code § 2.2-4300, et seq. The Academy's Governing Board shall develop and adhere to a purchasing policy for the procurement of goods, services, insurance, and construction consistent with the goals of obtaining high quality goods and services at reasonable cost, procured in a manner that is fair and impartial, with avoidance of any impropriety or appearance of impropriety. The policy shall be readily accessible from the Academy's website.

#### **Section 9.5.** Management and Financial Controls

ACCESS Academy shall follow George Mason's policies for management and financial controls.

#### **Section 9.6.** Funding

ACCESS Academy shall be funded as provided in the College Partnership Lab School Contract. Funds shall be expended in accordance with the terms and conditions of the College Partnership Lab School Contract and this Agreement. ACCESS Academy and George Mason, as Fiscal Agent, shall cooperate with VBOE and the Virginia Department of Education regarding any required processes, reports, or documentation needed to obtain timely transfer of funds to ACCESS Academy.

#### **Section 9.7.** Funding Contingency

This Agreement is subject to the annual budget approval by the Virginia General Assembly, the School Board, and the annual budget appropriations of funds by the County of Loudoun Board of Supervisors. Each Party's obligations under this Agreement are contingent upon the availability for appropriated funds from which payment for this Agreement can be made. No legal liability on the part of any Party for any payment may arise until funds are made available for this Agreement.

#### **Section 9.8.** Financial Reporting

Upon request, and without unreasonably delay, ACCESS Academy and/or George Mason shall provide a copy of all financial reports provided to the Virginia Department of Education to LCPS and NVCC.

#### Section 9.9. Audit

LCPS, George Mason, and NVCC reserve the right to conduct an independent annual financial audit conducted in accordance with Generally Accepted Auditing Standards and Governmental Auditing Standards and performed by a certified public accountant (CPA) of ACCESS Academy's financial records and reports. Upon receiving a request for an audit, ACCESS Academy shall cooperate with the audit, providing the auditor with the requested information. The Party requesting the audit or financial review shall bear the costs of such audit or financial review.

## ARTICLE X TERM, RENEWAL, CLOSURE AND DISSOLUTION

#### Section 10.1. Term

This Agreement shall be for a period of four years from the Effective Date (the "Term"). This Agreement may be extended upon mutual written agreement by the Parties.

#### Section 10.2. Renewal

The Agreement may be renewed in successive four-year renewal terms ("Renewal Term"). Any Party must provide notice to the other Parties of its intent to not new the Agreement within 180 days of the upcoming Renewal Term.

#### **Section 10.3. Termination**

This Agreement may be terminated without cause by any Party upon no less than 180 days' written notice in advance of the date of termination. Notwithstanding the foregoing termination, ACCESS Academy students in good standing shall be permitted to complete the courses already in progress, as provided in Section 10.4, below.

#### **Section 10.4. School-Initiated Closure**

In addition to the requirements of the College Partnership Lab School Contract, the Governing Board shall provide notice to the Parties and VBOE its intent to close ACCESS Academy. Subject to the availability of funds as provided in Section 9.7, such closure shall not be effective until the last set of students enrolled at the time notice was provided and in good standing, graduate from the Academy. Upon receipt of such closure notice, no additional students shall be enrolled.

#### Section 10.5. Dissolution

This Agreement shall terminate upon dissolution of ACCESS Academy or revocation of the College Partnership Lab School Contract by VBOE.

## ARTICLE XI GENERAL TERMS AND CONDITIONS

#### **Section 11.1. Entire Agreement**

This Agreement, including all exhibits hereto, represents the final and complete expression of the agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, both written and oral, among the parties with respect to the subject matter hereof. No course of prior dealing between the parties shall supplement or explain any terms used in this Agreement. This Agreement and the attached exhibits shall be the full agreement of the Parties. If any conflicts or ambiguities whatsoever exist between the exhibits and this Agreement, then the terms of this Agreement shall govern.

#### Section 11.2. Notice

Any notice required or permitted under this Agreement shall be in writing and shall be effective immediately upon personal delivery (subject to verification of service or acknowledgment of receipt) or three days after mailing when sent by certified mail, postage prepaid, or by regular U.S. Mail, postage prepaid which is not returned to sender within two weeks of mailing to the following:

| TO THE ACCELERATED COLLEGE AND EMPLOYABILITY SKILLS (ACCESS) ACADEMY  |   |  |
|---|---|--|
| Ingrid Guerra-López Dean, College of Education and Human Development George Mason University 4400 University Drive, 2F1, Thompson Hall, Room 2100 Fairfax, VA 22030 | With copy to: Eli Schlam Associate University Counsel George Mason University 4400 University Drive, MS 2A3 Merten Hall, Suite 5400 Fairfax, Virginia 22030 |  |
| TO THE LOUDOUN COUNTY SCHOOL BOARD OPERATING AS LOUDOUN COUNTY PUBLIC SCHOOLS   |   |  |
| Division Superintendent or Designee<br>Loudoun County School Board<br>21000 Education Court<br>Ashburn, Virginia 20148  | With copy to: Wesley Allen Division Counsel Loudoun County School Board 21000 Education Court Ashburn, Virginia 20148                                       |  |

| TO GEORGE MASON UNIVERSITY  |   |  |
|---|---|--|
| Ingrid Guerra-López Dean, College of Education and Human Development George Mason University 4400 University Drive, 2F1, Thompson Hall, Room 2100 Fairfax, VA 22030 | With copy to: Eli Schlam Associate University Counsel George Mason University 4400 University Drive, MS 2A3 Merten Hall, Suite 5400 Fairfax, Virginia 22030 |  |
| TO NORTHERN VIRGINIA COMMUNITY COLLEGE  |   |  |
| Dr. Anne Kress or Designee<br>President<br>4001 Wakefield Chapel Road<br>Annadale, VA 22003   | With copy to: Hannah Stoneburner, Associate System Counsel 4001 Wakefield Chapel Road   |  |
| 1   | Annandale, VA 22003   |  |

#### Section 11.3. No Credit

ACCESS Academy acknowledges that it is without authority to extend the faith and credit of the School Board to any third party without prior approval from the School Board. ACCESS Academy shall clearly indicate to vendors and other entities and individuals outside LCPS that the obligations of ACCESS Academy are solely the responsibility of ACCESS Academy and are not the responsibility of the School Board, unless explicitly otherwise stated by the School Board.

#### **Section 11.4.** Liability

To the extent provided by the laws of the Commonwealth of Virginia, each Party will be responsible for the negligent acts or omissions of its own agents and employees. ACCESS Academy acknowledges that LCPS and NVCC are not liable for the claims, loss, damages, debts, or financial obligations of ACCESS Academy or the Governing Board. Nothing contained herein shall be deemed as, or construed to be, a waiver of sovereign immunity enjoyed by any Party in the Commonwealth of Virginia.

#### **Section 11.5.** Notice of Claim

ACCESS Academy shall give LCPS, George Mason, and NVCC prompt written notice of any legal claims made against it arising out of its operation of ACCESS Academy following receipt of such claim.

#### Section 11.6. Waiver

Any Party's failure to insist on strict performance of any term or condition of this Agreement shall not constitute a waiver of that term or condition, even if the Party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

#### Section 11.7. Severability

The provisions of this Agreement are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition, and the remainder of this Agreement shall remain in effect unless otherwise terminated by the Parties.

#### Section 11.8. Assignment

No right or interest in this Agreement shall be assigned by ACCESS Academy without prior written approval of all Parties.

#### Section 11.9. Applicable Law

This Agreement shall be governed by the laws of the Commonwealth of Virginia. Any litigation arising out of this Agreement shall be heard in the Circuit Court for Loudoun County, Virginia or the United States District Court for the Eastern District of Virginia—Alexandria Division.

#### **Section 11.10. Dispute Resolution**

Prior to the filing of any lawsuit in court, any disputes that may arise shall be submitted to the Governing Board for resolution. If a resolution cannot be reached with within 90 days of the Governing Board's receipt of the written submission, then any Party may file a lawsuit or seek any other remedy, unless delay in resolving the dispute may reasonably be expected to cause additional injury to a Party.

#### **Section 11.11. Amendments to Law**

The Parties intend that where this Agreement references federal or state laws or regulations, or the School Board, George Mason, or NVCC policies and regulations that they be bound by any amendments to such laws, policies, or regulations upon the effective date of such amendments.

#### **Section 11.12. No Third -Party Beneficiary**

The enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties. Nothing contained in this Agreement shall give or allow any claim or right of action whatsoever by any other person, parent, student or third person. It is the express intent of the Parties to this Agreement that any person receiving services or benefits hereunder shall be deemed an incidental beneficiary only.

#### **Section 11.13. No Joint Venture**

This Agreement shall not be construed as creating a joint venture between the Parties and neither Party is authorized to act as agent on behalf of another Party. ACCESS Academy shall operate a public school independently subject to the terms of this Agreement, law and all applicable School Board, George Mason, and NVCC policies, regulations, rules, practices, and directives unless waived in writing by the respective Party.

#### Section 11.14. Amendment

Any amendment to this Agreement must be in writing and will be effective only with written approval of the Parties.

#### **Section 11.15. Compliance**

ACCESS Academy shall operate consistent with the terms of this Agreement and applicable law; it shall govern and manage ACCESS Academy in a fiscally responsible and sound manner; and

shall seek to achieve the pupil outcomes set out in the Application and this Agreement. The Virginia Standards of Quality, Standards of Learning and Standards of Accreditation are applicable at all times.

#### Section 11.16. Copyrights, Logos or Trademarks

- A. ACCESS Academy shall not use the copyrights, logo, or trademarks of LCPS, George Mason, or NVCC, or any of its schools without the advance written consent of the respective Party.
- B. ACCESS Academy shall own all right, title, and interest in any logos, brands, symbols, marks, trademarks, names, and trade names ("Marks") identifying or representing ACCESS Academy, whether previously existing or developed in connection with the operation of ACCESS Academy and the performance of this Agreement, and all other Marks developed or maintained in connection with the operation of ACCESS Academy and the performance of this Agreement.

#### **Section 11.17. Construction**

This Agreement shall be construed fairly as to all Parties and not in favor of or against any Party, regardless of which Party prepared this Agreement or any particular provision herein.

#### **Section 11.18. Counterparts; Electronic Signatures**

This Agreement may be signed in counterparts, which shall together constitute the original Agreement. Signatures may be executed and received electronically, and such signatures shall have the same effect as original signatures.

[Remainder of page intentionally left blank]

### SO AGREED:

|                                  | ACCELERATED COLLEGE AND<br>EMPLOYABILITY SKILLS (ACCESS)<br>ACADEMY              |
|----------------------------------|--|
|                                  | By<br>Ingrid Guerra-López<br>Dean, College of Education and Human<br>Development |
|                                  | Date   |
|                                  |  |
|                                  | THE LOUDOUN COUNTY SCHOOL BOARD OPERATING AS LOUDOUN COUNTY PUBLIC SCHOOLS       |
|                                  | By<br>Melinda Mansfield<br>Chair of the School Board                             |
|                                  | Date   |
| Sufficient as to form:           |  |
| Wesley Allen<br>Division Counsel |  |

#### GEORGE MASON UNIVERSITY

| By                                       |
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| Deb Dickenson                            |
| Executive Vice President for Finance and |
| Administration                           |
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| Date                                     |
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| By<br>Janette Muir                       |
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| Vice Provost, Academic Affairs           |
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| Date                                     |
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| NORTHERN VIRGINIA COMMUNITY              |
| COLLEGE                                  |
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| By                                       |
| Dr. M. Kress                             |
| President                                |
|  |
| Date                                     |

#### SO AGREED:

ACCELERATED COLLEGE AND EMPLOYABILITY SKILLS (ACCESS) ACADEMY

By Angrid Guerra Lopez
Ingrid Guerra-López
Dean, College of Education and Human
Development

Date 2/13/25

THE LOUDOUN COUNTY SCHOOL BOARD OPERATING AS LOUDOUN COUNTY PUBLIC SCHOOLS

By Melinda Mansfield

Chair of the School Board

Date

Sufficient as to form:

Wesley Allen Division Counsel

#### GEORGE MASON UNIVERSITY

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| Leb Dickenson  Executive Vice President for Finance and Administration |
| Date   |
| By Danotte Kenner Muir   |
| By Janetle Kenner Muir Vice Provost, Academic Affairs                  |
| Date 2/13/2025   |
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| NORTHERN VIRGINIA COMMUNITY<br>COLLEGE                                 |
| By<br>Dr. M. Kress   |
| President  |
| Date   |

#### GEORGE MASON UNIVERSITY

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| By_ | Dr. A. Kress  |
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## **EXHIBIT A**

## THE GEORGE MASON UNIVERSITY ACCESS ACADEMY LAB SCHOOL CONTRACT

# George Mason University's Accelerated College and Employability Skills Academy COLLEGE PARTNERSHIP LAB SCHOOL CONTRACT

As authorized by the General Assembly, a College Partnership Lab School (Lab School) may be established to: (i) stimulate the development of innovative programs for preschool through grade 12 students; (ii) provide opportunities for innovative instruction and assessment; (iii) provide teachers with a vehicle for establishing schools with alternative innovative instruction and school scheduling, management, and structure; (iv) encourage the use of performance-based educational programs; (v) establish high standards for both teachers and administrators; (vi) encourage greater collaboration between education providers from preschool to the postsecondary level; and (vii) develop models for replication in other public schools. See *Code of Virginia* § 22.1-349.1 (B).

State law requires that the Board of Education ("the Board") and the governing board of the approved College Partnership Laboratory School ("Lab School") execute a contract that clearly sets forth the academic and operational performance expectations and measures by which the college partnership laboratory school will be judged and the administrative relationship between the Board and the college partnership laboratory school, including each Party's rights and duties. The performance expectations and measures set forth in the contract shall include applicable federal and state accountability requirements. The performance provisions may be refined or amended by mutual agreement after the college partnership laboratory school is operating and has collected baseline achievement data for its enrolled students. See § 22.1-349.5 (C).

#### THE PARTIES AGREE AS FOLLOWS:

#### PART ONE: PARTIES AND CONTRACT DOCUMENTS.

- 1.1. **Parties.** Pursuant to § 22.1-349.4, the Parties to this Contract are:
- 1.1.1. The Virginia Board of Education, in its capacity as the board responsible for the approval of college partnership laboratory school applications and the award and distribution of moneys from the designated fund;
- 1.1.2. The Accelerated College and Employability Skills (ACCESS) Academy Governing Board, in its capacity as the board of the School and the entity that is responsible for creating, managing, and operating the Lab School; and
- 1.1.3. George Mason University, in its capacity as Fiscal Agent solely to the extent of fulfilling the obligations of Fiscal Agent under this Contract.
- 1.2. **Contract Documents.** The Contract shall consist of the following documents: the College

Partnership Laboratory School Contract; the Virginia College Partnership Laboratory School Application prepared and submitted by George Mason University to establish Accelerated College and Employability Skills (ACCESS) Academy that was approved by the Board of Education on April 25, 2024 and which is hereby incorporated by reference; the Grant Award Notification (GAN) and the Special Terms and Conditions attached thereto (GAN Attachment A); and any waiver or release from state policies or regulations approved by the Board. Any conflicts between these documents shall be resolved as set forth herein under Part Nine.

#### PART TWO: DEFINITIONS.

For the purposes of this Contract, the following terms shall mean:

- 2.1. "The Board": The Virginia Board of Education.
- 2.2. "The Department": The Virginia Department of Education.
- 2.3. "**Application**": The Application that was submitted by George Mason University to establish Accelerated College and Employability Skills (ACCESS) Academy, as approved by the Board on April 25, 2024.
- 2.4. "College Partnership Laboratory School Fund" or "Fund": The fund in the state treasury established pursuant to § 22.1-349.2 and earmarked for the sole purpose of establishing and supporting Lab Schools.
- 2.5. "Lab School Fiscal Agent": The entity designated to receive and disburse funds, and otherwise manage financial resources for the Lab School.
- 2.6. "Governing Board": The entity responsible for creating, managing, and operating the Lab School. The Governing Board shall be under the control of George Mason University and its members shall be selected by George Mason University in consultation with Northern Virginia Community College and Loudoun County Public Schools.
- 2.7. "Institution of Higher Education" or "IHE": George Mason University, the public institution of higher education that applied for and received the approval of the Board to establish Accelerated College and Employability Skills (ACCESS) Academy.
- 2.8. "Lab School" or "Accelerated College and Employability Skills (ACCESS) Academy" or "ACCESS": The College Partnership Laboratory School as described in the Application submitted by George Mason University, approved by the Board, and as may be modified within this contract.
- 2.9. "Supplemental Contract" means any contract that is not expressly incorporated into this Contract and to which the Board or Department is not a party and that materially supports this Contract, including any contract or memorandum of understanding involving the Lab School to which George Mason University, the Governing Board or Accelerated College and Employability Skills (ACCESS) Academy is a party.

PART THREE: PURPOSE.

- 3.1. **Established.** On April 25, 2024, the Board approved a College Partnership Laboratory School Application submitted by George Mason University, under which it proposed to establish Accelerated College and Employability Skills (ACCESS) Academy and awarded \$1,000,000 from the Fund for start-up expenses and \$3,360,000 from the Fund for operations, as will be further specified in a Grant Award Notification to be issued by the Department to George Mason University.
- 3.2. **Purpose.** Accelerated College and Employability Skills (ACCESS) Academy is established to support the transition of at-risk learners into college and high-demand careers, with a preliminary focus on Information Technology, as set forth in the Application.

#### PART FOUR: ACADEMIC PERFORMANCE EXPECTATIONS and MEASURES.

- 4.1. Measurable objectives will be submitted by Accelerated College and Employability Skills (ACCESS) Academy to the Department for review and approval within 30 days of contract signing. Measurable objectives must be approved annually by the Department no later than 45 days prior to the first day of the instructional calendar. Measurable objectives will reflect the following categories of expected performance:
  - 4.1.1. **Student Outcomes:** Student outcomes and performance relevant to the mission, vision, goals, and objectives of the Lab School as approved by the Department.
  - 4.1.1.1. Accelerated College and Employability Skills (ACCESS) Academy will, in accordance with the most current long term goals as set forth by the Department under the federal Every Student Succeeds Act (ESSA), that the "all students" group and each demographic student groups (if more than 30 students are present in a student group) will meet or exceed all interim measures of progress used for federal accountability for Reading Performance, Mathematics Performance, Chronic Absenteeism, the Federal Graduations Index, and English Learner Progress. In the event that the "all students" group or demographic student group does not meet the minimum student count of 30 students, multiple years of data will be aggregated to determine progress.
  - 4.1.1.2. Accelerated College and Employability Skills (ACCESS) Academy will demonstrate improvement each year over the previous year for each student group meeting or exceeding the aforementioned measures of progress.
  - 4.1.1.3. Accelerated College and Employability Skills (ACCESS) Academy will also have the following additional student outcomes:
    - ACCESS students will develop foundational skills in problem-based learning and employability.
    - ACCESS 11<sup>th</sup> and 12<sup>th</sup> grade students will earn up to 15-30 dual enrollment and IT course credits.
    - ACCESS graduates will have higher self-efficacy in their IT and employability skills.

- ACCESS Academy graduates will earn micro-credentials and industry certificates.
- ACCESS Academy graduates will be enrolled in two or four-year degrees while working in IT-related fields for which they were prepared.
- 4.1.2. **Teacher Outcomes:** Accelerated College and Employability Skills (ACCESS) Academy will evaluate teacher outcomes and performance relevant to the mission, vision, goals, and objectives of the lab school as approved by the department.
  - 4.1.2.1. ACCESS teachers will develop competency in innovative teaching methods, specifically problem-based learning. Measures to assess outcomes related to teacher performance will include:
    - Quantitative Measures: Professional Development Participation, Completion of Problem-Based Learning (PBL) Training program, Classroom Implementation, Observations/Opinions of others (e.g., students, peers)
    - Qualitative Measures: Teacher reflections, Case Studies of Successful PBL Implementation, Teacher Collaboration on PBL, Classroom Observations
- 4.1.3. **Operational and Fiscal Management:** Accelerated College and Employability Skills (ACCESS) Academy will meet all operational and fiscal reporting requirements as prescribed by the Department and the fiscal agent in order to meet Virginia Standards of Quality and Standards of Accreditation requirements.
- 4.2. **Data Collection.** The following types of data will be collected in order to measure performance:
  - 4.2.1. **Demographic Data**: grade level, race/ethnicity, gender, disability status, English Language Learners status, economic disadvantage;
  - 4.2.2. **Attendance Outcomes**: attendance rates, including individual-level student annual rates (e.g., days present, days absent, days tardy);
  - 4.2.3. **Academic Outcomes**: Virginia Standards of Learning (SOL) scores, growth assessment scores, and other relevant, lab-school specific student assessment data;
  - 4.2.4. **Teacher and Administrative Data**: performance indicators, growth matrices, and retention statistics

- 4.2.5. **Qualitative Data:** interview and focus group data from lab school participants and stakeholders (e.g., mentors, students, colleagues, administrators, families, businesses);
- 4.2.6. **Additional Data**: Accelerated College and Employability Skills (ACCESS) Academy will also collect the following data:
  - Feedback from industry partners
  - Performance on industry certification examinations
  - Attainment of industry certificates and micro-credentials
  - Student satisfaction/graduation surveys
  - Pre-and post-student engagement and motivation surveys
  - Job placement information
- 4.3. **Use of Data.** The data collected will be used to provide formative feedback as the lab school develops over time. In addition, the Governing Board will report progress related to the measurable objectives during the duration of contract performance to VDOE, George Mason University, Northern Virginia Community College, and Loudoun County Public Schools. The Department will conduct periodically, at least once every 12 months from the execution of this Contract through the end of the contract term, an evaluation of the Lab School.
- 4.4. **Modification of Operational and Performance Expectations.** Consistent with § 22.1-349.5(C), the Parties reserve the right by mutual written consent to refine or amend the academic and operational performance expectations and measures by which Accelerated College and Employability Skills (ACCESS) Academy will be evaluated as needed or required, and as agreed on. The Parties further agree that any modification to these performance provisions shall be added as an addendum to this Contract.

### **PART FIVE: FINANCE**

- 5.1. **Purpose.** Moneys in the Fund shall be used solely for the purposes of establishing or supporting college partnership laboratory schools. See § 22.1-349.2.
- 5.2. Fiscal Management.
- 5.2.1. **Lab School Fiscal Agent.** George Mason University shall be the Lab School Fiscal Agent and shall comply with the applicable guidelines approved by the Board. All Fund appropriations shall be managed by the Lab School Fiscal Agent.
- 5.2.2. **Lab School Fiscal Agent Responsibilities.** The Fiscal Agent shall act as fiduciary and shall comply with all state and federal laws relevant to any appropriation requirements and collection and expenditure of monies therein.

- 5.2.3. **Obligation of Funds.** This Contract shall obligate the funds stated herein to Accelerated College and Employability Skills (ACCESS) Academy as approved by the Board for the term of this Contract as specified in a Grant Award Notification to be issued by the Department to George Mason University.
- 5.2.3. **Disbursements from the Fund.** Expenditures and disbursements from the Fund shall be made by the State Treasurer on warrants issued by the Comptroller upon written request signed by the Superintendent of Public Instruction. See § 22.1-349.2. The Board has approved Accelerated College and Employability Skills (ACCESS) Academy to receive funding from the Lab School Fund in the amount of \$1,000,000 for start-up expenses and \$3,360,000 for operations, to be disbursed over the first four (4) years of the five (5) year contract on the following timetable, and subject to the following terms:
  - 5.2.3.1. **Grant Funding Disbursement Schedule.** Operational per-pupil funds shall be disbursed in accordance with the Grant Award Notification and the Special Terms and Conditions attached thereto as required under Part Eight.
  - 5.2.3.2. **Changes must be requested in writing.** Any changes to the schedule must be approved and agreed upon in writing by the Board and the Accelerated College and Employability Skills (ACCESS) Academy Governing Board as an amendment to the Contract.
- 5.3. **Fiscal Reporting**. The Governing Board shall report to the Board annually on a timeline and in a format as specified by the Department.
- 5.4. **Gifts, Donations, or Grants.** The Governing Board may accept gifts, donations, or grants of any kind and spend such funds in accordance with the conditions prescribed by the donor. However, no gift, donation, or grant shall be accepted by the Governing Board if the conditions for such funds are contrary to law or the terms of this Contract.
- 5.5. **Availability of Funds**: It is understood and agreed between the parties herein that the Board shall be bound hereunder only to the extent of the funds available, or which may hereafter become available for the purpose of this Contract.

PART SIX: [reserved]

#### PART SEVEN: OPERATIONAL PERFORMANCE EXPECTATIONS

7.1. **Governing Board Responsibilities:** The Governing Board is responsible for creating, managing, and operating Accelerated College and Employability Skills (ACCESS) Academy, effectively executing the roles and responsibilities described in the Application and adhering to the following terms:

- 7.1.1. **Administrative Procedures and Guidelines.** The Governing Board shall be responsible for and shall abide by all applicable Board and Department, policies, procedures, and regulations.
- 7.1.2. **Public Body.** The Governing Board is an arm of George Mason University, which is a "public body" within the meaning of the Virginia Freedom of Information Act, §§ 2.2-3700 *et seq.*
- 7.1.3. **Enrollment.** In accordance with § 22.1-349.3 and best practices on lottery administration developed by the Department, enrollment in Accelerated College and Employability Skills (ACCESS) Academy shall be open through a lottery process on a space-available basis to any student who is deemed to reside within the Commonwealth. A waiting list shall be established if adequate space is not available to accommodate all students whose parents have requested to be entered in the lottery process. Such waiting list shall also be prioritized through a lottery process, and parents shall be informed of their student's position on the list. Enrollment in Accelerated College and Employability Skills (ACCESS) Academy shall be administered by one of the partnering divisions.
- 7.1.4. **Immunity.** In accordance with § 22.1-349.11, Accelerated College and Employability Skills (ACCESS) Academy is immune from liability to the same extent as is George Mason University, and the employees and volunteers in Accelerated College and Employability Skills (ACCESS) Academy are immune from liability to the same extent as are the employees of George Mason University.
- 7.1.5. **Mandatory Notification**. The Governing Board shall notify the Board within two business days when it has knowledge of any of the following:
  - 7.1.5.1. **Failure to Meet Terms.** Any circumstance, event, or condition that may cause Accelerated College and Employability Skills (ACCESS) Academy to fail to meet the terms of this Contract or any applicable state or federal statute, regulation, or other requirement;
  - 7.1.5.2. **Arrest.** The arrest of any member of the Governing Board or Accelerated College and Employability Skills (ACCESS) Academy employee for a crime punishable as a felony or any misdemeanor related to the misappropriation of funds or theft or that involves a child or a student;
  - 7.1.5.3. **Felony.** A court judgment that any member of the Governing Board or Accelerated College and Employability Skills (ACCESS) Academy employee has been convicted of, or entered a plea of guilty or no contest to, a felony;
  - 7.1.5.4. **Misdemeanor Involving Minor.** A court judgment that any member of the Governing Board or Accelerated College and Employability Skills (ACCESS) Academy employee has been convicted of, or entered a plea of guilty or no contest to, a misdemeanor involving a minor child or a student;
  - 7.1.5.5. **Complaint of Child Abuse or Neglect.** Notice that any member of the Governing Board or Accelerated College and Employability Skills (ACCESS)

Academy employee has been the subject of a founded complaint of child abuse or neglect by a child protection agency;

- 7.1.5.6. **Legal Action.** The filing or commencement of any action, suit, or other legal proceeding that pertains to the operation of Accelerated College and Employability Skills (ACCESS) Academy;
- 7.1.5.7. **Complaint Under Investigation.** Any complaint that pertains to the operation of Accelerated College and Employability Skills (ACCESS) Academy that is filed by or with a local, state, or federal government agency or any complaint, regardless of the source, that is under investigation by such a government agency;
- 7.1.5.8. **Material Inaccuracy of Data.** Any material inaccuracy found in data provided to the VDOE related to Accelerated College and Employability Skills (ACCESS) Academy; or
- 7.1.5.9. **Payment Default.** A default on any obligation by Accelerated College and Employability Skills (ACCESS) Academy, including debts for which payments are past due in violation of the Commonwealth's Prompt Payment Act.

# 7.2. Waiver or Release from State Policies and Regulations.

The Accelerated College and Employability Skills (ACCESS) Academy Governing Board is not requesting any waiver or release from state regulations from the Board pursuant to § 22.1-349.4 at this time.

### PART EIGHT: RIGHTS AND DUTIES OF THE PARTIES

- 8.1. **Governing Board Duties.** The Accelerated College and Employability Skills (ACCESS) Academy Governing Board assumes all rights and duties of this Contract:
- 8.1.1. **Federal and State Laws.** The Lab School is subject to all federal and state laws and regulations and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, ancestry, or need for special education services.
- 8.1.2. **Administration**. The Lab School is administered and managed by the Governing Board. The Lab School is subject to any applicable requirements of the Standards of Quality, including the Standards of Learning and the Standards of Accreditation, and regulations of the Board (unless waived).
- 8.1.3. **Operations.** The Governing Board is responsible for its own operations, including such budget preparation, contracts for services, and personnel matters. To the extent the Lab School has contracted for the above matters, such contracts are Supplemental Contracts. Notwithstanding any such contracts or memoranda of understanding, the Governing Board shall remain legally responsible for the operation of the Lab School.

- 8.1.4. **Supplemental Contracts.** To the extent the Governing Board has contracted with a school board, the governing body of an institution of higher education, or any third party for the use of a school building or grounds, the operation and maintenance of such building or grounds, and the provision of any service, activity, or undertaking that the Lab School is required to perform in order to carry out the educational program described in its Application, such contract shall be a Supplemental Contract. Notwithstanding any such contract, memorandum of understanding, or other agreement, the Governing Board shall remain responsible for the management and operation of Accelerated College and Employability Skills (ACCESS) Academy.
- 8.1.5. **Provision of Supplemental Contracts.** For the purposes of accountability, the Parties herein shall provide to the Department all Supplemental Contracts.
  - 8.1.6. Tuition. Tuition may only be charged in accordance with § 22.1-349.3 (E).

### 8.2. Virginia Board of Education Duties.

- 8.2.1. **Funding.** On behalf of the Board, the Department shall provide disbursements from the Fund to the Lab School Fiscal Agent, as defined herein under Part Two.
- 8.2.2. **Compliance.** On behalf of the Board, the Department shall monitor compliance and performance under this Contract.

## 8.3. Institution of Higher Education Duties and Assurances.

- 8.3.1. **Employment of Personnel**. Accelerated College and Employability Skills (ACCESS) Academy personnel shall be employees of George Mason University. Professional, licensed personnel of a college partnership laboratory school shall be granted the same employment benefits given to professional, licensed personnel in public schools in accordance with the agreement between the college partnership laboratory school and the Board.
- 8.3.2. Grant Award Notification (GAN) and Special Terms and Conditions (GAN Attachment A). On behalf of the Governing Board, George Mason University shall execute a GAN and GAN Attachment A as required by the Department.
- 8.3.3. **Teachers Shall be Licensed.** The Governing Board shall ensure that teachers who work in the Lab School hold a license issued by the Board, or, in the case of an instructor in the Board-approved teacher education program of the institution of higher education, be eligible to hold a Virginia teaching license.
- 8.3.4. **Background Check Requirements.** The Governing Board shall ensure that future teachers, licensed teachers and all IHE employees, contractors, and volunteers working in Accelerated College and Employability Skills (ACCESS) Academy who have direct contact with students are subject to and comply with the requirements of §§ 22.1-296.1, 22.1-296.2, and 22.1-296.4.

8.3.5. **Other Assurances and Responsibilities.** The parties acknowledge that the IHE has made other assurances that are part of this contract by virtue of the incorporated application.

# **PART NINE: GENERAL TERMS**

- 9.1. **Term of Contract.** The term of this Contract shall be five years from its effective date, and Accelerated College and Employability Skills (ACCESS) Academy shall be subject to annual reviews. Any request for extension, or renewal of this Contract shall be submitted by the Accelerated College and Employability Skills (ACCESS) Academy Governing Board, no less than six (6) months prior to the expiration of this Contract.
- 9.2. **Effective Date.** The effective date of this Contract shall be the date on which the President of the Board signs this Contract.
- 9.3. **Voluntary Surrender of Contract.** Should the Accelerated College and Employability Skills (ACCESS) Academy Governing Board wish to terminate this Contract before the end of the Contract term, it shall submit for the Board's approval a plan that addresses the placement of students, teachers, and employees and the return of any unexpended or unobligated funds disbursed under this Contract. Such plan shall be designed to and shall clearly state how it will minimize any interruption to student learning. The Accelerated College and Employability Skills (ACCESS) Academy Governing Board shall undertake the cessation of operation in accordance with the plan as approved by the Board.
- 9.4. **Cessation of Operation.** In the event that the Lab School ceases operation for any reason, including but not limited to non-renewal, revocation, or voluntary surrender of this Contract, the Accelerated College and Employability Skills (ACCESS) Academy Governing Board shall, no less than six (6) months prior to the proposed cessation of operation, submit for the Board's approval a plan that addresses the placement of students, teachers, and employees and the return of any unexpended or unobligated funds disbursed under this Contract. Such plan shall be designed to and shall clearly state how it will minimize any interruption to student learning. In addition, the Lab School shall cooperate with the Board in scheduling cessation of operations and shall comply with the Department's direction and guidance. The Accelerated College and Employability Skills (ACCESS) Academy Governing Board shall undertake the cessation of operation in accordance with the plan as approved by the Board.
- 9.5. **Default and Opportunity to Cure.** In the event of a violation of any of the terms of this Contract, including obligations incorporated by reference or by Supplemental Contract, the Department shall promptly notify the offending Party, and provide an opportunity for the offending Party to respond to the assertion, including by providing a plan to cure the violation. The Department shall be the sole judge of the length of time to be given for a response, and of the suitability of a plan to cure. If the offending Party fails to cure the violation within the approved timeline, the Department may ask the Board to terminate the contract for cause. If the offending Party determines that the violation cannot be cured, the Governing Board or

George Mason University may voluntarily surrender the contract as provided in Part 9.3.

- 9.6. **Termination**. The Board may revoke this Contract if Accelerated College and Employability Skills (ACCESS) Academy violates or fails to comply with the terms of this Contract or any provision of §22.1-349.8(B).
- 9.7. **Mediation.** The Parties agree that any controversy or dispute arising out of this Contract shall be addressed informally between the Parties, if possible. If informal resolution is not possible, then the Parties will agree to mediate through a third-party neutral mutually agreed upon by the Parties to resolve the matter. If the matter remains unresolved, then the Parties may refer the issue to their respective legal counsel for further review. Each Party shall be responsible for its own costs related to such mediation. Mediation shall not be binding.
- 9.8. **Jurisdiction.** Jurisdiction for all matters under this Contract shall be in the Commonwealth of Virginia and shall comply with applicable local regulations or guidelines as determined by the Board.
- 9.9. **Severability.** If any provision of this Contract is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Contract shall remain in full force if the essential provisions of this Contract for each Party remain valid, binding, and enforceable.
- 9.10. **Construction.** This Contract shall be construed as a collaborative effort among all Parties. It shall not be construed against any drafter but shall be construed in light of the purpose of all Parties.
- 9.11. **Conflict**. If there is any conflict between this Contract and the laws of Virginia, the laws of Virginia shall control. If any terms within the Application or any Supplemental Contract are in conflict with this Contract, including terms incorporated by reference, the terms of this Contract shall control. If any terms or conditions associated with a waiver or release from state policies or regulations approved by the Board are in conflict with this contract, the terms or conditions of the waiver or release approved by the Board shall control.
- 9.12. **Entire Agreement.** This Contract, the Application attached as Exhibit A, any waiver or release from state policies or regulations approved by the Board, and the Grant Award Notification (GAN) and the Special Terms and Conditions attached thereto (GAN Attachment A) constitute the entire agreement between the Parties. This Contract, budget, the GAN, and GAN Attachment A address all transactions contemplated and supersede all prior agreements, understandings, negotiations, and discussions, both oral and written, between the Parties. Any Supplemental Contracts to which the Board is not a party are expressly not incorporated into this Contract, unless such Supplemental Contract is fundamental to the terms as stated herein and agreed upon by the Parties in writing as such.
- 9.13. **No Assignment.** No assignment of this Contract or any rights thereunder by either Party shall be binding upon the other until all Parties to this Contract consent in writing, and such

Assignment shall be attached to this Contract and incorporated herein.

9.14. **Changes Must be Approved in Writing.** Any material revision of the terms of this Contract must be in writing and signed by all Parties.

On April 25, 2024, the Virginia Board of Education approved the George Mason University Accelerated College and Employability Skills (ACCESS) Academy and delegated to the President of the Board and the Superintendent of Instruction final negotiation of the college partnership laboratory school contract with George Mason University.

By signing this Contract, the Parties agree to be bound by all terms herein:

For the Virginia Board of Education:

| Grace Turner Creasey  | 05/10/24                            |
|---|-------------------------------------|
| Grace Turner Creasey, President Board of Education                        | Date                                |
| He la   | 05/10/24                            |
| Dr. Lisa Coons, Superintendent of Public Instruction                      | Date                                |
| For the Accelerated College and Employability Skill                       | s (ACCESS) Academy Governing Board: |
| Dr. Ingrid Guerra-Lopez  Dr. Ingrid Guerra-Lopez (May 10, 2024 17:28 EDT) | 05/10/24                            |
| Dr. Ingrid Guerra-Lopez, on behalf of the ACCESS Governing Board          | Date                                |
| For George Mason University solely as Fiscal Agent                        | <u>:</u>                            |
| Mih Rahapl  | 13/05/24                            |
| Michael Laskofski, Associate Vice President                               | Date                                |
| Research Services   |                                     |

# **GMU ACCESS Academy Lab School Contract**

Final Audit Report 2024-05-13

Created: 2024-05-10

By: Sofia McDaniel (sofia.mcdaniel@doe.virginia.gov)

Status: Signed

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# **EXHIBIT B**

# THE VIRGINIA COLLEGE PARTNERSHIP LABORATORY SCHOOL APPLICATION FOR ACCESS ACADEMY



# **COMMONWEALTH of VIRGINIA**

Office of the Attorney General Richmond 23219

Jason S. Miyares

202 North Ninth Street Richmond, Virginia 23219 804-786-2071 804-371-8947 TDD

### **MEMORANDUM**

**TO:** Joan Wodiska, Chair

Standing Committee on College Laboratory Partnership Schools

**Board of Education** 

**FROM:** Deborah A. Love

Senior Assistant Attorney General

**DATE:** April 10, 2024 *DAL* 

**SUBJECT:** Review of College Partnership Laboratory School Application:

George Mason University

The Office of the Attorney General (OAG) has completed its review of the revised application to establish a college partnership laboratory school, received from George Mason University (version named "GMU Lab School Application for OAG Cover Sheet Review.docx"). An earlier version of this application was also reviewed by OAG, with feedback to the Department on March 21, and April 2. This confirms information I provided on April 3.

In my view, all comments made by OAG have been satisfactorily addressed. In my view, there are no legal impediments to the Standing Committee's consideration of this application. I note that my review does not embrace curricular considerations, the financial plan, or budgeting aspects of the proposal, nor do I offer any opinion as to the merits of the application. This assessment applies to the application reviewed, and not to any subsequent changes.

If you have any questions, please contact me at the address above, by telephone at (804)786-3807, or by electronic mail at dlove@oag.state.va.us.

cc: Dr. Lisa Coons, Superintendent of Public Instruction
Andy Armstrong, Assistant Superintendent of Strategic Innovation



### DEPARTMENT OF EDUCATION P.O. BOX 2120 RICHMOND, VA 23218-2120

College Partnership Laboratory School Standing Committee Members:

The Virginia Department of Education (VDOE) review committee, consisting of subject matter experts have reviewed the application and affirm that all required elements of the application, including the school's educational program, governance, management structure, financial plan (including sustainability plan), placement plan, and other assurances have been provided. Additional, specific review has been conducted by the agency's curriculum and policy teams.

More specifically, this application meets all needed requirements associated with the school's proposed curriculum and graduation requirements.

| This application is complete and compliant |   |  |
|--|---|--|
| Andrew Armstrong, Ph.D., Assistant Supe    | rintendent of Strategic Innovation                                |  |
| Jason Ellis, Director of Assessment        |   |  |
| Jason Ellis                                | Digitally signed by Jason Ellis Date: 2024.04.11 09:44:48 -04'00' |  |
| Melissa Velazquez, Assistant Superintende  | ent of Policy and Government Relations                            |  |
| Samantha Hollins, Ph.D., Assistant Superin | ntendent, Department of Special Populations                       |  |



# Virginia College Partnership **Laboratory School Application**

Approved by the Virginia Board of Education July 26, 2012 **Updated August 31, 2022** 

**School Name:** Accelerated College and Employability Skills (ACCESS) Academy

**Date of Submission to Virginia Board of Education:** August 11, 2023

**Name of Authorized Official:** Maggie Ewell October 6, 2023 -

George Mason University Revised February 29,

Signature of Authorized ඐ්ල් ™ason University Official:

2024 - Revised Margare B. Curch March 25, 2024 -9D1F585A4DEA498.

Revised

## Instructions

All applicants for a college partnership laboratory school should read the College Partnership Laboratory School Application Process before completing the application. The process is available on the Virginia Department of Education's website at the following link: <a href="http://www.doe.virginia.gov/instruction/laboratory">http://www.doe.virginia.gov/instruction/laboratory</a> schools/index.shtml.

Please complete the cover page and insert the name of the college partnership laboratory school into the footer before completing the application. Each gray section in the document must contain a response.

<u>mailto:</u>Completed applications and supporting documents must be submitted to <u>labschools@doe.virginia.gov</u>. The Department may return or reject applications that are incomplete.

<u>Note:</u> The *Virginia Freedom of Information Act* (FOIA), § <u>2.2-3700</u> et seq. of the *Code of Virginia*, guarantees citizens of the Commonwealth and representatives of the media access to public records held by public bodies, public officials, and public employees. Please be advised that documents submitted to the Virginia Department of Education are subject to FOIA and must be released in response to a FOIA request unless the records are exempt as specifically provided by law.

# Part A: Applicant Information

#### **School Information**

| School Name:                    | George N  | Aason Unive    | ersity  |                   |                    |
|---------------------------------|---|----------------|---|-------------------|--------------------|
| Does the applican               | t presently have acces                                | s to a facilit | y suitable for a school?  |                   | Yes⊠ No∣           |
| If the answer is ye             | es to the question above                              | ve, insert ado | dress and information re  | egarding ownershi | p of the facility: |
|                                 | Community College rive, Sterling, VA 201              |                | Campus  |                   |                    |
| School Location (               | City/Town and Zip Co                                  | ode): Sterli   | ng, VA 20164  |                   |                    |
| established by a p              | ublic institution of hig<br>rity; or an eligible inst | sher education | school in the Common<br>on; public higher educa<br>efined in § 23.1-628 rel | tion center,      | Yes                |
| Proposed Opening application.): | g Date (Date should be                                | e at least two | elve (12) months from t   | he date of this   | 7/1/2025           |
|                                 | Grades to be Serve<br>(Please Check All               |                | ull Term of the Contrac   | t                 |                    |
|                                 | Pre-K   |                | Sixth Grade   |                   |                    |
|                                 | Kindergarten  |                | Seventh Grade   |                   |                    |
|                                 | First Grade   |                | Eighth Grade  |                   |                    |
|                                 | Second Grade  |                | Ninth Grade   | <b>~</b>          |                    |
|                                 | Third Grade   |                | Tenth Grade   | <b>~</b>          |                    |
|                                 | Fourth Grade  |                | Eleventh Grade  | <b>~</b>          |                    |
|                                 | Fifth Grade   |                | Twelfth Grade   | <b>~</b>          |                    |

If the college partnership laboratory school is going to have a specialized focus (e.g., Science, Technology, Engineering, Mathematics [STEM], at-risk students, special education, career and technical education, gifted education), please describe the focus:

The Accelerated College and Employability Skills (ACCESS) Academy, a lab school designed to support the transition of at-risk learners into college and high-demand careers, with a preliminary focus on Information Technology. In later years, after ACCESS Academy is established, the lab school will scale-up to partner with additional school division stakeholders and also expand to focus on educational and healthcare career pathways.

<sup>\*</sup>If the college partnership laboratory school intends to add or change grade levels at some point during the school's operation, please provide this information in the education program section of the narrative.

If the college partnership laboratory school is going to be in partnership with a local school division, please describe the partnership briefly.

ACCESS Academy is a collaborative partnership between George Mason University (Mason), Northern Virginia Community College (NOVA), and Loudoun County Public Schools (LCPS). This partnership will extend multi-institutional pathways from high schools to both NOVA and Mason, leveraging existing proven programs such as ADVANCE and wraparound services such as academic advising, success coaching, writing support, and career coaching among other services to reduce the administrative and financial burden associated with college. In addition, ACCESS Academy will incorporate employability skills, innovative teaching and learning methods, and experiences codesigned with industry partners, researchers, and instructional faculty.

### **Contact Information**

| Name of Individual/Orga    | anization Submitting A  | pplication:              | George Mas   | on University                                    |
|----------------------------|-------------------------|--------------------------|--------------|--|
| Name of Contact Person     | for Application:        |                          | Ingrid Guerr | a López, Ph.D.                                   |
| Title/Affiliation with Inc | lividual/Organization S | ubmitting A <sub>l</sub> | oplication:  | Dean, College of Education and Human Development |
| Office Telephone:          | 703-993-2004            | Mobile Tel               | ephone:      | 248-910-6116                                     |
| Fax Number:                | 703-993-2001            | E-mail Add               | dress:       | iguerral@gmu.edu                                 |

# **Prior Experience**

| 1. | Has the applicant had any prior experience school or similar school? | operating a college par | rtnership laboratory |
|----|--|-------------------------|----------------------|
|    |  | Yes 🗌                   | No ⊠                 |
|    | Please check one of the following:                                   | i es 🗀                  | NO 🔼                 |

2. If the response to the question above is "yes," please describe any prior experience with establishing and operating college partnership laboratory schools and/or similar schools. Please provide information such as the name of the school, the state where it is located, years of operation, and contact information. If the school is no longer operating, please provide the reason(s) for closure:

n/a

3. Please describe the relevant experience of the members of the governing board:

The Governing Board for ACCESS Academy includes the Dean of George Mason's College of Education and Human Development, the Chief Academic Officer of Northern Virginia Community College and the Superintendent of Loudoun County Public Schools. Additional board members will include business/industry representative or chamber stakeholders, parent representatives, and community representatives. The primary role of the Governing Board is to ensure the effective

operation and oversight of the lab school. The Dean of George Mason's College of Education and Human Development will report to VDOE. Biographical information of those affiliated with George Mason, Northern Virginia Community College, and Loudoun County Public Schools will be provided in the Governance section of the application. The other board members will be selected once the lab school is approved.

# **Contact Information – Institution of Higher Education Partner**

Name of Contact Person for Application: Ingrid Guerra-López

Title/Affiliation with the Institution of Higher Education:

Dean, College of Education

and Human Development, George Mason University

Office Telephone: **703-993-2004** Cell Telephone: **248-910-6116** 

Fax Number: 702-993-2001 E-mail Address: iguerral@gmu.edu

# Part B: Narrative

The application narrative must contain all of the elements in § 22.1-349.5 of the *Code of Virginia*.

*Executive Summary:* Provide an executive summary that addresses the need for the college partnership laboratory school and its goals and objectives. (The suggested length is two pages.)

## **Need and Purpose**

In today's fast-paced world, technological advancements are transforming industries at an unprecedented rate. The decisions we make now will shape the future of our students, impacting their ability to thrive in an ever-changing landscape. As technology continues to evolve, we have a unique opportunity to harness its power, unlocking the full potential of our students and providing them with access to high-demand, well-compensated careers. ACCESS Academy recognizes the urgent need for transformative education to empower at-risk students. By offering innovative pathways that lead to high-demand careers, alongside certificates and college degrees, we are paving the way for a brighter future.

The Challenge: Many at-risk students face several barriers on their journey to a college education and high-demand careers. Limited financial resources can make it difficult to afford college tuition and related expenses, as well as create a critical need to work to help sustain themselves and their families. Insufficient access to academic and career advising, tutoring, counseling, and awareness of financial support can also hinder academic progress and career advancement. Finally, limited support networks can make it challenging for students to find mentors and allies to help them effectively navigate the rapidly evolving workplace, particularly in high-demand, technology careers.

<u>The Solution:</u> ACCESS Academy is our response to these pressing challenges. We are committed to delivering robust, innovative, and transformative educational experiences that provide clear pathways to high-demand careers. By reducing administrative and financial burdens on students and their families, we are leveling the playing field and giving our students the chance they deserve. Our unique blend of problem-based learning, employability skills, and real-world experience with industry partners ensures that ACCESS Academy students are not only well-prepared but also in high demand within the information technology field and other critical industries.

<u>Scaling Up Impact:</u> Our vision extends beyond just the IT field. ACCESS Academy is the first step towards establishing a regional consortium, partnering with school divisions across Region IV to scale up our success in information technology careers, as well as replicate the success with other high-demand careers such as those in education and healthcare. We aim to innovate and deeply transform the way we prepare students for high-demand careers, shaping a better future for students, their families, and the entire region.

# Goals and Objectives

ACCESS Academy aims to alleviate the administrative and financial costs associated with preparing students for high-demand careers. With multiple pathways and on/off ramps to support student access and workforce readiness for high-demand careers in software development, cyber security, data management, and networking in the Information Technology field, ACCESS Academy will utilize 1)

wraparound support, 2) innovative teaching and learning methods, 3) transdisciplinary collaboration, and a 4) learn and earn approach, alongside an assets-based approach to students' strengths and funds of knowledge to create college and employment opportunities.

ACCESS Academy has developed the following goals:

- To develop problem-based learning (PBL) and employability skills in ACCESS Academy students:
- To build wraparound services that will reduce the administrative and financial burden connected to college admissions for students and families;
- To provide dual enrollment and IT course credits to students;
- To create pathways for students to earn micro-credentials and industry certificates while they work in IT-related fields; and
- To implement a professional learning and technical support program for teachers centered on PBL and employability skills.

ACCESS Academy also has the following objectives:

- ACCESS graduates will have higher self-efficacy in their IT and employability skills;
- ACCESS wraparound services will allow students to reduce the administrative and financial burden of navigating the college admissions process;
- ACCESS Academy 11<sup>th</sup> and 12<sup>th</sup> grade students will earn 15-30 dual enrollment and IT course credits while being enrolled in 2- or 4-year degrees while working in IT-related fields;
- ACCESS graduates will earn micro-credentials and industry certificates;
- ACCESS graduates will earn 2- and 4-year degrees;
- ACCESS graduates will increase their earning potential;
- Employers will find ACCESS Academy graduates well-prepared for IT careers; and
- ACCESS teachers will be competent in innovative teaching methods, specifically PBL and employability skills.

## **Summary of Instructional Plan**

ACCESS Academy is built upon four key elements aimed at ensuring effectiveness and student success: wraparound support, innovative teaching and learning methods, transdisciplinary collaboration, and a learn-and-earn model. The Academy will be housed in Loudoun County, but open to any student in the Commonwealth of Virginia. Students will be exposed to service-learning opportunities, paid work-based learning experiences, and immersive campus experiences at FUSE at Mason Square, all facilitated by innovative teaching and learning methods. ACCESS Academy's approach to teaching is anchored in a Problem-Based Learning (PBL) framework to provide students with a toolkit that will prepare them to succeed in rapidly evolving fields. To assist students, wraparound services include a range of comprehensive support initiatives designed to equip students with the most forward-looking tech career coaching, near-peer mentoring, academic advising, transportation assistance, and more.

ACCESS Academy is intentionally designed with direct student on-ramps in 11<sup>th</sup>, and 12<sup>th</sup> grades, and phased in lab school preparation during 9<sup>th</sup> and 10<sup>th</sup> grades. Students in grades 9 and 10 will focus on completion of high school graduation requirements including English, social studies, math, and science. They will begin to develop employability skills through teaching, learning, and curriculum innovations that leverage other existing programs in students' base schools and will be introduced to

problem-based learning through focused activities that include guided practice and support the development of problem-solving, critical thinking, collaboration, systems thinking, and research skills.

Students in grades 11 and 12 will be provided with a learning environment rich in problem-based learning activities and high-quality work-based learning experiences developed with industry partners. Students will have access to industry-based internships and service learning in local middle and elementary schools to promote the application of content area and employability skills. This exposure will help these students not only apply innovative problem-based instructional approaches and develop transferable skills such as critical thinking, communication skills, and information literacy, but also increase dual enrollment credits and/or industry certifications earned by graduating seniors. Academy students may also have opportunities to pursue additional dual enrollment, elective, other advanced academic opportunities, and/or an advanced diploma. Potential off ramps for students might include coursework that leads to an AS or BS degree, career certifications, micro-credentials, or a job. In addition to developing a program for students, a professional development and technical support program will be developed for teachers.

ACCESS Academy places strong emphasis on transdisciplinary collaboration, highlighting the significance of leveraging diverse expertise in the design and delivery of curriculum. Therefore, a pedagogical partnership among faculty in Mason's College of Education and Human Development (CEHD) and NOVA's Department of Education, faculty in STEM and Information Sciences and Technology at Mason, NOVA, school divisions, and business and industry partners will be established so that the ACCESS Academy represents a replicable model school that can serve as a hub for exposing students to a variety of hands-on, experiential learning opportunities.

Mason will also leverage their state-of-the-art infrastructure where researchers and industry partners are working side by side with ACCESS students to establish a Learning Innovation Lab, where teaching and learning innovations will be observed, evaluated, improved, and shared to support scalability. It will become a training ground for innovative teaching practices for current and future educators as teacher candidates, in-service teachers, and Information Technology faculty to develop skills in PBL approaches. Mason's teacher preparation programs will be able to conduct observations and field experiences. Robust professional development and technical assistance related to best practices in STEM instruction, experiential learning, and problem-based learning will be provided so that instructors will employ innovative approaches to teaching in the lab school IT classes.

### **Sustainability**

ACCESS Academy's sustainability will be supported by a multifaceted approach to ensure effectiveness and long-term success. First, strong engagement among Mason, LCPS, NOVA, other school divisions, and industry partners will be continually nurtured to provide a sustainable network of support, resources, and expertise to continually enhance the Academy's offerings and opportunities. Second, the Academy will also engage in continuous program evaluation, implementing a rigorous system for ongoing program assessment and improvement. Regular evaluations will help identify areas where the Academy can adapt to changing educational and industry needs, ensuring its continued relevance and effectiveness. Third, a diversified funding strategy will be developed, including grants, corporate sponsorships, and community support to reduce dependence on any single source of funding. This financial stability will be vital for the long-term sustainability of the Academy. Fourth, ACCESS Academy will continue to invest in ongoing professional development for educators involved in the Academy. This will ensure that teaching

practices remain cutting-edge and aligned with industry demands, which is crucial for maintaining the Academy's track record of excellence. Fifth, we will develop a scalable model that can be replicated in other regions, allowing for the expansion of ACCESS Academy's impact. This will not only enhance the sustainability of the Academy, but also increase its reach and influence. Sixth, ACCESS Academy will foster a strong sense of community among ACCESS Academy alumni and their families. Engaged graduates and supportive community can play a significant role in sustaining the academy by sharing their success stories and advocating for its mission. Lastly, we will use data and feedback from students, industry partners, and educators to inform program enhancements and strategic decisions. This data-driven approach will help ensure that ACCESS Academy remains responsive to the evolving needs of at-risk students and the job market.

In summary, ACCESS Academy represents a model school that empowers high school students to pursue high-demand careers (first in information technology, and later in education, health, and other high-demand fields) by offering various accessible pathways designed considering the needs of students. ACCESS Academy's approach to create pathways to advanced education centers on offering innovative, problem-based learning experiences, forging strong pedagogical partnerships, providing a wealth of hands-on, experiential learning opportunities, and reducing administrative and financial barriers on students and parents. The Academy has the ultimate goal of increasing access to high-demand careers in key industries and improving workforce readiness for at-risk students by offering a range of pathways, including transition to workforce after graduating from high school, two- and four-year degrees, and advanced degrees.

*II. Mission and Vision:* State the mission and vision of the proposed college partnership laboratory school, including identification of the targeted student population, must be included. The following components must be addressed:

1. A description of the college partnership laboratory school's mission and vision and how it is consistent with the Virginia *Standards of Quality* (SOQ), the Virginia *Standards of Learning* (SOL), and the Virginia *Regulations Establishing Standards for Accrediting Public Schools in Virginia* (SOA). (See § 22.1–349.3 of the *Code of Virginia*.)

The vision of ACCESS Academy is to prepare adaptable lifelong learners that collaboratively and creatively solve complex problems in any setting, as technologies, the nature of work, workers, and the workplace evolve over time.

The mission of ACCESS Academy is to provide new innovative pathways for at-risk students toward high-demand, well-compensated careers, while simultaneously working toward two- and four-year degrees to maximize their earning potential over their work life.

Both the mission and vision of ACCESS Academy is consistent with the Virginia Standards of Quality (SOQ) and the Virginia Standards of Learning (SOLs). The school will foster competency-based career and technical education programs that integrate academic outcomes, career guidance, and job seeking skills. The educational program is based upon labor market needs and career guidance will include counseling about available employment opportunities and placement services.

The lab school mission and vision are also aligned with all three collaborative partners' strategic plans. It is aligned with the Loudoun County Public Schools Strategic Plan (ONE LCPS 2027:

Strategic Plan for Excellence), Goal 1, Empowered Students – Action 1.2 Multiple, Accessible Pathways to Success: LCPS will **expand student access to participate in specialized educational opportunities**. George Mason University's 2023 Strategic Plan is aligned through Strategic Action 3.2.2.c: Establish and **execute a plan to enhance K-12 outreach** (e.g., Governor's School, **lab schools**, other college specific programs, dual enrollment, etc.) and engagement activities. Northern Virginia Community College's 2023-26 Strategic Plan is aligned through Goal 1: Access: By 2026, 24,356 **students enrolled in the highest-earning pathways, both for workforce and transfer**.

2. A description of any specific area of academic concentration.

ACCESS Academy will provide students with high school and dual enrollment core curriculum coursework and specialized problem-based learning IT coursework that will prepare them to pursue high-demand careers in computing sciences. Coursework is consistent with Virginia Standards of Quality and aligned to the Virginia Standards of Learning. Courses are further aligned to the LCPS Portrait of a Graduate and the Virginia Department of Education's Profile of a Virginia Graduate.

3. The college partnership laboratory school's core philosophy.

ACCESS Academy provides a robust, innovative, and transformative educational experience to atrisk students, who have not historically had access to opportunities and pathways that meet their needs and lead to high-demand and well compensated career opportunities, as they simultaneously work toward two- and four-year college degrees. With multiple pathways and on/off ramps to support student access and workforce readiness for high-demand careers in the Information Technology field, ACCESS Academy utilizes 1) wraparound support, 2) innovative teaching and learning methods, 3) transdisciplinary collaboration, and a 4) learn-and-earn approach, alongside an assets-based approach to students' strengths and funds of knowledge to create college and employment opportunities. ACCESS Academy's approach to teaching is anchored in a problem-based learning (PBL) framework and essential employability skills to provide students with a skillset that will prepare them to succeed in a rapidly evolving workplace and society.

4. Information about the college partnership laboratory school's targeted student population.

ACCESS Academy will serve at-risk students in grades 9-12. ACCESS Academy will include a total of 120 students from grade 9-12 (n=30 for each grade).

ACCESS Academy plans to use a lottery process for admission with students submitting their interest through a lottery application. The lab school will be open to any student who resides in the Commonwealth of Virginia. The only prerequisite to apply would be completion of the VDOE recommended coursework for each grade level. The lottery process will include multiple rounds of offers until program capacity is confirmed, with parents/guardians and students being given approximately two weeks to decide prior to subsequent lottery offers being issued.

**Table 1**Proposed Enrollment of Students for ACCESS Academy 2025-2029

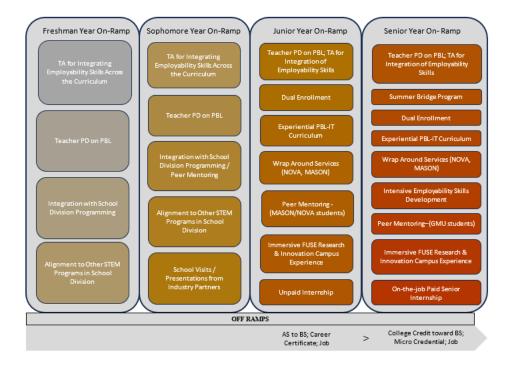
|                  | Total N of Students |    |
|------------------|---------------------|----|
|                  | Grade               | #  |
| Year 1 (2025-26) | 9 <sup>th</sup>     | 30 |
|                  | $10^{\text{th}}$    | 30 |
|                  | 11 <sup>th</sup>    | 30 |
|                  | 12 <sup>th</sup>    | 30 |
| Year 2 (2026-27) | 9 <sup>th</sup>     | 30 |
|                  | $10^{\rm th}$       | 30 |
|                  | 11 <sup>th</sup>    | 30 |
|                  | 12 <sup>th</sup>    | 30 |
| Year 3 (2027-28) | 9 <sup>th</sup>     | 30 |
|                  | 10 <sup>th</sup>    | 30 |
|                  | 11 <sup>th</sup>    | 30 |
|                  | 12 <sup>th</sup>    | 30 |
| Year 4 (2028-29) | 9 <sup>th</sup>     | 30 |
|                  | $10^{\rm th}$       | 30 |
|                  | 11 <sup>th</sup>    | 30 |
|                  | 12 <sup>th</sup>    | 30 |

- *III. Educational Program:* State the goals and objectives to be achieved by the college partnership laboratory school, which must meet or exceed the SOL. The following components must be addressed:
  - 1. A description of the college partnership laboratory school's academic program and how it is aligned with state standards.

ACCESS Academy is planned for a grades 9-12 academic program. Students in grades 9 and 10 will pursue graduation requirements including English, social studies, math, science, and others as they prepare to start dual enrollment and specialized IT courses in grade 11. All graduation required courses are aligned to the Standards of Learning, meet the Standards of Quality, and fulfill the VDOE requirements for the Standard Diploma. Furthermore, students may also have the opportunity to pursue additional dual enrollment, elective, other advanced academic opportunities, and/or an Advanced Diploma.

Students will have access to different on and off ramps for ACCESS Academy. Potential off ramps might include coursework that leads to an AS or BS degree, career certifications, micro-credentials, or a job. Additionally, employability skills are integrated across the curriculum at all grade levels, there is integration with AVID (Advancement Via Individual Determination), CAMPUS (<a href="https://www.lcps.org/CAMPUS">https://www.lcps.org/CAMPUS</a>) and peer mentoring, and alignment to other STEM programs in the school division. A full breakdown of on and off ramps is below.

Proposed On and Off Ramps - Freshman Year through Senior Year



Core subject teachers in grades 9 and 10 will receive professional learning regarding instructional strategies used in problem-based learning so that they can be integrated into 9th and 10<sup>th</sup> grade curricula. The goal is to build student critical thinking, reflection, problem-solving, collaboration, and research skills to prepare for transdisciplinary learning in the innovative teaching proposed in the lab school and develop college and career readiness. Teachers will be provided with technical assistance for integrating employability skills into the curriculum. Students in grades 9 and 10 will be introduced to problem-based learning through mini lessons, real-world scenarios, and focused activities that include guided practice and support the development of problem-solving, collaboration, communication, systems thinking, and research skills.

In grade 11, students attending ACCESS Academy will pursue their VDOE graduation requirements as dual enrollment offerings in collaboration with Northern Virginia Community College. Students will take dual enrollment coursework in English, social studies, math, and science earning up to 13 college credits for those courses in the junior year. Students will also take innovative PBL IT coursework, which will be designed with a problem-based learning approach, in collaboration with industry partners. Students can earn an additional nine credits in that discipline. Faculty at Northern Virginia Community College will teach the junior year dual enrollment and PBL IT coursework.

In grade 12, students attending ACCESS Academy will continue dual enrollment coursework for English and government, the last remaining VDOE graduation requirements. They will also continue their PBL IT curriculum. Grade 12 students will also engage in immersive experiential learning at Fuse at Mason Square (<a href="https://construction.gmu.edu/fuse-mason-square">https://construction.gmu.edu/fuse-mason-square</a>), an innovative space that will house a combination of research and development, education programs, incubators, and technology labs. Students will be able to work side-by-side with researchers, student mentors, and

industry partners in a technology incubator setting. They will also pursue a paid internship with industry partners and complete a senior design course as part of the lab school program. Students will work with external organizations to develop technical solutions or assess and propose innovative ways to enhance their current services. Faculty at Northern Virginia Community College will teach the senior year dual enrollment coursework while faculty at George Mason University will teach the PBL IT coursework.

George Mason University's team will work closely with external entities to scaffold levels of problem complexity into their learning experience to strike the right balance between the students' knowledge and capabilities and the organization's expectations. A few examples of projects that students will deliver may include creating a dashboard to help track successful marketing tactics, creating a website for startups, creating an interactive virtual tour experience, creating a series of visualizations to track the firm's policies and their impact on employees, analyzing and reporting on a company's website traffic and marketing strategies, assessing data and providing guidance on appropriate interventions, and creating mobile apps for keeping the community together. During the senior year, students can earn six possible credits for dual enrollment and up to 15 for the PBL IT courses.

While attending ACCESS, all students will be offered wraparound support including the most forward-looking tech career coaching, near peer mentoring, academic advising, writing and language support, disability services liaising (if needed), general guidance about resources, and transportation. Students will also be offered transition support for their completion of ACCESS Academy. The school intends to develop a learn and earn model that includes college credit, industry certifications, and competency-based micro-credentialing with multiple on and off ramps to facilitate continued student academic and career advancement, as well as income earning opportunities. At the present time we are not seeking a seat time waiver, though that will be explored as part of the competency-based educational approach.

2. An overview of the curriculum and teaching methods to be used at the college partnership laboratory school and a description of the learning environment and instructional strategies to be used at the college partnership laboratory school, including scientifically research-based instructional strategies to ensure that student engagement and achievement are occurring.

ACCESS Academy will transform teaching and learning in information technology and computing science coursework by integrating problem-based learning (PBL) approaches and activities (Shaklee & Horak, 2014; Horak & Shaklee, 2019). Problem-based learning immerses teachers and students together in a cognitive apprenticeship (Collins & Kapur, 2015) that develops critical thinking, collaboration, communication, and problem-solving skills through an ill-structured narrative that is based on real scenarios. Although similar to project-based learning, problem-based learning not only promotes active learning in students, but also allows students to connect experiences in the classroom with real-time industry conditions while developing content and employability skills. Students develop knowledge while working through the problem and the focus is on self-directed inquiry to inform decision making.

Coursework will be transdisciplinary with real-world experiences from industry partners integrated into PBL environments and scenarios so that students can connect experiences in the classroom with real-time industry conditions. Learning experiences will be scaffolded so that students attending ACCESS Academy build problem-solving skills and increase the level of complexity each year. Students will also develop and build employability skills as noted in the Top 15 Skills for Employers 2025 (World Economic Forum, 2020). These skills include among others: critical thinking and

analysis, technology design and programming, reasoning, problem-solving, and ideation, and systems analysis and evaluation.

Problem-based learning is well-suited for the ACCESS Academy as it teaches students "what questions to ask, how to make predictions from theories, and how theories and rules can be tested" (Hmelo-Silver & Barrows, 2006, p. 4). Additionally, Knuth et al. (2016) found that students who consistently engage in PBL activities have increased enrollment and pass rates in rigorous coursework. Students who participate in PBL activities also demonstrate longer retention (Diggs, 1997) and have more learning gains on measures of conceptual reasoning (Tarhan & Acar-Sesen, 2013) and build data literacy skills (Swan et al., 2013).

At ACCESS Academy, we will adopt problem-based learning methodology in our IT coursework. Problems will be developed throughout the courses in collaboration with industry partners in such a way so that students will be able to integrate and apply knowledge from different disciplines. This allows students to see connections among disciplines and promotes carryover of knowledge from one discipline to another. In this way, problem-based learning facilitates adaptability across disciplines and contexts since students are exposed to a problem that requires them to integrate a range of disciplines and principles to solve the problem. As coursework is completed through tasks, case studies, and real-world scenarios and experiences, the curriculum becomes transdisciplinary in nature since students start from a given problem that is designed in collaboration with employers, researchers, and instructors.

A positive element of problem-based learning is the high degree of social, communication, and cooperation skills among students—skills that are in high demand by employers.

3. A plan for using internal and external assessments to measure and report student progress in accordance with the SOL.

Students at ACCESS Academy will be held to the same graduation requirements including SOL testing, as peers not attending ACCESS Academy. Additionally, reports of student progress will be conveyed to the Virginia Department of Education by the home school division in partnership with the ACCESS Academy Director.

4. A description of plans for identifying, evaluating, and successfully serving students with disabilities, students who are English Language Learners, students who are academically behind, and gifted students. Such plans must comply with applicable laws and regulations.

Students at ACCESS Academy will retain their home school status. The lab school will work in consultation with the home school division and other officials to ensure that students with disabilities, students who are English Language Learners, students who need academic support, and gifted students receive the services outlined in their IEPs, Language Instruction Educational Program, Section 504 plan, and any academic improvement plan agreed upon by the student, family, and district officials. As students will be concurrently enrolled at Mason and NOVA while attending ACCESS Academy, students with documented special educational needs from the P-12 environment will need to submit their documentation to Mason's Office of Disability Services <a href="https://ds.gmu.edu/">https://ds.gmu.edu/</a>) and NOVA's Office of Accommodations and Accessibility Services (<a href="https://www.nvcc.edu/accommodations/index.html">https://www.nvcc.edu/accommodations/index.html</a>). Each office will review the documentation and ensure all previously approved accommodations will be supported in collaboration with the ACCESS Academy Director. Mason and NOVA faculty teaching dual enrollment and/or PBL IT coursework

will be provided with student disability and accommodation plans by the institutional office where the class resides. That office will also serve as the point of contact for ACCESS Academy faculty regarding student services, support, and accommodations while they attend ACCESS Academy. For students that are minors, parent/guardian support may be utilized via a FERPA waiver.

Also, Mason serves as the home base for the VDOE Region 4 Technical Training and Assistance Center (TTAC) which provides support, professional development, and technical assistance to teachers across Northern Virginia to improve learning outcomes for students with disabilities. As a division in Region IV, LCPS broadly, and ACCESS Academy specifically, have access to the resources provided through TTAC. This includes materials for ACCESS Academy teachers such as professional resources on evidence-based strategies and foundational knowledge and skills, as well as professional learning communities to support teachers' ongoing professional development—all of which prepares teachers to support students with disabilities in the classroom. For example, TTAC provides training on 22 high-leverage practices (HLPs) identified by the CEEDAR Center as essential for building capacity in schools to support students with disabilities in accessing the general curriculum. While designated as effective practices for special education teachers and students, high leverage practices are appropriate and effective improving outcomes for all learners. The 22 HLPs are applicable to any content area and are organized into four categories: collaboration, assessment, social/emotional/behavioral, and instruction. Teachers at ACCESS Academy, regardless of the degree to which they support students with disabilities and the school division they represent, will participate in HLP professional development and use the resources of TTAC to enhance instruction for all.

5. An explanation of the procedures for corrective actions needed in the event that pupil performance at the college partnership laboratory school falls below the standards outlined in the SOA. (See Part VIII of the SOA.)

ACCESS Academy will implement the standards by which the Virginia Tiered Systems of Supports are in alignment across the Commonwealth. Additionally, the lab school will work closely in consultation with school division administration, teachers, and staff to implement Response to Intervention (RtI) as an approach to identify and address students who may struggle with literacy and mathematics. These interventions are in addition to providing professional development for teachers and instructional teams on PBL. The lab school believes that all students can learn and that the entire learning community is essential to support students who might need more support to meet standards.

6. Information regarding the minimum and maximum enrollment per grade for the full term of the contract as well as class size and structure for each grade. (See § 22.1-253.13:2 of the Code of Virginia.)

For academic year 2025-26, the goal is to enroll 30 students each for the grades 9-12 (total n=120). It is possible that enrollment per grade level can vary per year since ACCESS Academy will be a school of choice for families. Students who un-enroll will be replaced by a student on the waitlist at midyear or the beginning of the academic year. Further, enrollment may be adjusted by the addition of other school district partners and/or other sites.

7. The proposed calendar and sample daily schedule.

Coursework for the ACCESS Academy would be aligned with the current Loudoun County Public Schools calendar. Courses taken as part of VDOE graduation requirements or to fulfill the UCGS will be taken in cooperation with Northern Virginia Community College.

Figure 2

ACCESS Academy Draft Calendar 2025-2026 (Aligned with Loudoun County Public Schools)

|    |     |                  | A         | CCE   | SS AC | CAD | EMY<br>2025 |      |    | CALENDAR                       |
|----|-----|------------------|-----------|-------|-------|-----|-------------|------|----|--------------------------------|
| M  | T   | W                | Th        | F     | M     | Т   | W           | Th   | F  | Important Dates                |
|    |     |                  |           |       |       |     |             |      |    |                                |
|    | A   | august 2         | 025       |       |       | Ja  | inuary 2    | 026  |    | August 2025                    |
|    |     |                  |           | 1     |       |     |             | 1    | 2  | First Day of School Aug 21     |
| 4  | 5   | 6                | 7         | 8     | 5     | 6   | 7           | 8    | 9  | Student Holiday Aug 30         |
| 11 | 12  | 13               | 14        | 15    | 12    | 13  | 14          | 15   | 16 | September 2025                 |
| 18 | 19  | 20               | 21        | 22    | 19    | 20  | 21          | 22   | 23 | Labor Day Sep 1                |
| 25 | 26  | 27               | 28        | 29    | 26    | 27  | 28          | 29   | 30 | October 2025                   |
|    | Sep | tember           | 2025      |       |       | Fe  | bruary 1    | 2026 |    | Yom Kippur Oct 2               |
| 1  | 2   | 3                | 4         | 5     | 2     | 3   | 4           | 5    | 6  | Indigenous People's Day Oct 13 |
| 8  | 9   | 10               | 11        | 12    | 9     | 10  | 11          | 12   | 13 | Diwali Oct 20                  |
| 15 | 16  | 17               | 18        | 19    | 16    | 17  | 18          | 19   | 20 | Student Holiday Oct 31         |
| 22 | 23  | 24               | 25        | 26    | 23    | 24  | 25          | 26   | 27 | November 2025                  |
| 29 | 30  |                  |           |       |       |     |             |      |    | Student Holiday Nov 3-4        |
|    | 0   | ctober 2         | 2025      |       |       | N   | March 20    | 026  |    | Thanksgiving Break Nov 27-29   |
|    |     | 1                | 2         | 3     | 2     | 3   | 4           | 5    | 6  | December 2025                  |
| 6  | 7   | 8                | 9         | 10    | 9     | 10  | 11          | 12   | 13 | Winter Durch                   |
| 13 | 14  | 15               | 16        | 17    | 16    | 17  | 18          | 19   | 20 | Winter Break Dec 22-Jan 2      |
| 20 | 21  | 23               | 23        | 24    | 23    | 24  | 25          | 26   | 27 | January 2026                   |
| 27 | 28  | 29               | 30        | 31    | 30    | 31  |             |      |    | MLK Day Jan 19                 |
|    | No  | vember           | 2025      |       |       |     | April 20    | 26   |    | Desfersional Wedness Lee 22    |
| 3  | 4   | 5                | 6         | 7     |       |     | 1           | 2    | 3  | Professional Workday Jan 23    |
| 10 | 11  | 12               | 13        | 14    | 6     | 7   | 8           | 9    | 10 | February 2026                  |
| 17 | 18  | 19               | 20        | 21    | 13    | 14  | 15          | 16   | 17 | Presidents Day Feb 16          |
| 24 | 25  | 26               | 27        | 28    | 20    | 21  | 22          | 23   | 24 | Lunar New Year Feb 17          |
|    |     |                  |           |       | 27    | 28  | 29          | 30   |    | March 2026                     |
|    | De  | cember           | 2025      |       |       |     | May 202     | 26   |    | Student Holiday March 19       |
| 1  | 2   | 3                | 4         | 5     |       |     |             |      | 1  | Eid-al-Fitr March 20           |
| 8  | 9   | 10               | 11        | 12    | 4     | 5   | 6           | 7    | 8  | Spring Break March 30-Apr 3    |
| 15 | 16  | 17               | 18        | 19    | 11    | 12  | 13          | 14   | 15 | April 2026                     |
| 22 | 23  | 24               | 25        | 26    | 18    | 19  | 20          | 21   | 22 | Student Holiday Apr 10         |
| 29 | 30  | 31               |           |       | 25    | 26  | 27          | 28   | 29 | May 2026                       |
|    | C   | Color Co         | des       |       |       |     | June 20     | 26   |    | Memorial Day May 25            |
|    | Pro | ofession         | al Work   | day / | 1     | 2   | 3           | 4    | 5  | June 2026                      |
|    |     | Studen           | t Holida  | y     | 8     | 9   | 10          | 11   | 12 | Last Day of School June 16     |
|    |     | G <sub>4</sub> 1 | , 77 11 1 |       | 15    | 16  | 17          | 18   | 19 | Graduation TBD                 |
|    |     | Studen           | t Holida  | У     | 22    | 23  | 24          | 25   | 26 |                                |
|    |     |                  |           |       | 29    | 30  |             |      |    |                                |

Below is a potential daily schedule for students enrolled in ACCESS Academy. ACCESS students will attend the lab school for the entire day.

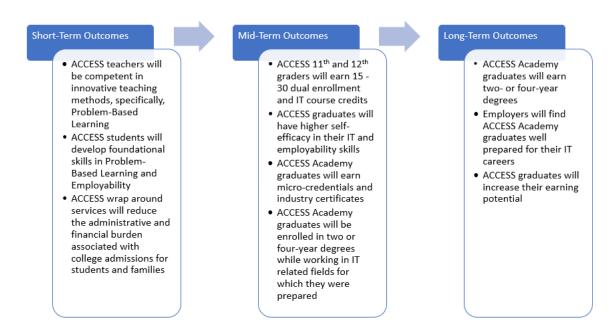
| BLOCK   | START TIME | END TIME |
|---|------------|----------|
| $1^{st} / 5^{th}$                               | 9:30 am    | 10:59 am |
| 2 <sup>nd</sup> / 6 <sup>th</sup> (lunch block) | 11:11 am   | 1:10 pm  |
| 3 <sup>rd</sup> / 7 <sup>th</sup>               | 1:15 pm    | 2:44 pm  |
| $4^{th}$ / $8^{th}$                             | 2:49 pm    | 4:18 pm  |

8. A description of the performance-based goals and related measurable educational objectives to be achieved by the school. (*See* § 22.1-253.13:1 B of the *Code of Virginia*.)

The performance-based goals and outcomes of ACCESS Academy are in alignment with § 22.1-253.13:1, and the Standards of Learning will be measured and assessed. Programming has been designed with short-term, mid-term, and long-term outcomes as defined below. These outcomes will be measured through both formative and summative evaluations which will be used to ensure effective design, development, implementation, as well continually improve as we work on a scalable model.

Figure 3

Performance-Based Goals and Outcomes



9. For each grade or course in the college partnership laboratory school, please provide a detailed description of how the SOL and the corresponding SOL Curriculum Framework will be used as the foundation for curricula to be implemented. Include within the description how the goals and objectives of the curricula will meet or exceed the SOL, address student performance standards,

relate to state and federal assessment standards, and include measurable student outcomes. (*See http://www.doe.virginia.gov/testing/index.shtml* on the Department's website for more information about the SOL.)

ACCESS Academy students in grades 9 and 10 will focus on completion of high school graduation requirements and begin to develop employability skills through teaching, learning, and curriculum innovations that leverage existing programs in the student's base school. The core curriculum design will include activities that provide an opportunity to practice and continue to develop employability skills and 9th and 10<sup>th</sup> graders will build the foundation to succeed during 11<sup>th</sup> and 12<sup>th</sup> grade of the lab school, in turn developing college and career readiness. Courses have been aligned with VDOE graduation requirements and the collaborating division's Program of Studies. An alignment to the Virginia Standards of Learning and relevant curriculum frameworks is provided below.

 Table 2

 Alignment of Courses to Standards of Learning/Frameworks

| Lab School<br>Subject        | Standard of Learning & Curriculum<br>Frameworks   | Courses Covered  |
|------------------------------|---|--|
| English                      | https://www.doe.virginia.gov/teaching-learning-assessment/k-12-standards-instruction/english-reading-literacy/standards-of-learning                     | English 9-12   |
| Social Studies               | https://www.doe.virginia.gov/teaching-learning-<br>assessment/k-12-standards-instruction/history-and-<br>social-science/standards-of-learning           | World History &<br>Geography to 1500<br>Virginia & US History<br>Virginia & US<br>Government |
| Math                         | https://www.doe.virginia.gov/teaching-learning-<br>assessment/k-12-standards-<br>instruction/mathematics/standards-of-learning/2023-<br>mathematics-sol | Algebra 1<br>Algebra 2<br>Geometry   |
| Science                      | https://www.doe.virginia.gov/teaching-learning-<br>assessment/k-12-standards-<br>instruction/science/standards-of-learning                              | Biology<br>Chemistry<br>Physics<br>Earth Science   |
| Economics & Personal Finance | https://www.doe.virginia.gov/teaching-learning-assessment/instruction/economics-personal-finance  | Economics & Personal Finance   |
| Physical Education           | https://www.doe.virginia.gov/teaching-learning-assessment/instruction/physical-education  | Physical Education<br>Grades 9 & 10  |

| World Language                  | https://www.doe.virginia.gov/teaching-learning-<br>assessment/k-12-standards-instruction/world-<br>language/standards-of-learning | American Sign Language French German Latin Mandarin Chinese Russian Spanish           |
|---------------------------------|---|---|
| Fine Arts                       | https://www.doe.virginia.gov/teaching-learning-<br>assessment/instruction/fine-arts   | Visual Arts<br>Music<br>Theatre Arts  |
| Career &<br>Technical Education | https://www.doe.virginia.gov/teaching-learning-<br>assessment/instruction/computer-science  | Computer Science Foundations Computer Science Principles Computer Science Programming |

In addition to the coursework listed above, students will take innovative PBL-IT coursework during the 11<sup>th</sup> and 12<sup>th</sup> grades. Problem-based learning scenarios constructed in collaboration with industry partners will be woven through each course allowing students to build employability and technical skills, fostering collaboration, communication, problem solving, reflection, flexibility, and leadership. Students will solve real-world problems and address real-world workplace conditions. A sampling of these courses is provided below.

**Discrete Structures** - This course introduces high-level program design and discrete structures. It focuses on problem solving supporting abstraction and modeling providing the foundation needed for programming and Python. Students also learn probability and algorithms.

**Introductory Calculus with Business Applications** - This course provides a firm understanding of introductory calculus with a view towards applications in business and other disciplines. Students will learn how to interpret quantitative information and use appropriate algebraic, arithmetic and/or statistical methods to solve a problem.

**Introduction to Computing** - This course introduces students to basic computer concepts in hardware, software, networking, computer security, programming, databases, e-commerce, and decision-support systems. Students also examine social, legal, and ethical issues including privacy, intellectual property, health concerns, green computing, and accessibility. Hands-on activities include spreadsheets, databases, presentations, HTML 5, CSS, cybersecurity, blogs, wiki, and mobile app development.

IT Architecture Fundamentals - This course focuses on fundamental hardware and software concepts of information technology. Students will learn a computer systems' essential components, component interdependence, and binary functions, factoring in performance data communication models, telecommunication basics, and information security. Recent trends and advancements in mobile computing, telecommunications and IT infrastructures are also explored.

**Multimedia and Web Design** - This course focuses on the design and development of attractive and accessible websites with multimedia components. Students will be introduced and discussed technological, aesthetic, and human factors.

**Database Fundamentals** - This course covers relational database management systems and their use in business environments. Topics include database classifications, data models, normalization, and Structured Query Language (SQL) programming. Students will design and implement a real-world relational database and create SQL complex queries to retrieve data.

**Information Security Fundamentals** – This course covers information security and discusses the need for organizational policy to define required services such as confidentiality, authentication, integrity, nonrepudiation, access control, and availability, and mechanisms to implement those services. It also covers different types of security including physical security, computer security, and network security, common threats to and attacks against information systems, including accidental damage, identity theft, malicious software, "spam", and defensive measures.

**Senior Design and Internship** – This course will provide students with the opportunity to work on a capstone design project that will bring together the knowledge learned in the lab school experience. Students will also engage with industry partners through a paid internship and industry partners will assist students with their capstone projects.

The above courses prepare students to apply IT to support business processes. Graduates will have strong problem-solving, communication, and writing skills and can compete for technical employment or complete advanced study. The BSIT is accredited by the Computing Accreditation Commission of ABET (https://www.abet.org/).

10. A description of the school's assessment plan to obtain student performance data, which would include how these data will be used to monitor and improve achievement and how program effectiveness will be measured. The applicant must also provide benchmark data for how student achievement will be measured over a specified period of time. The applicant must address how these data will be established and documented in the first year of operation and how the data will be measured over the successive four-year period before the contract of such school is renewed by the Board. The benchmark data should address targets for student improvement to be met in each year.

Assessments for ACCESS Academy will be aligned with VDOE guidelines and be developed with the intention to provide benchmark data for student progress and to monitor progress over time. Performance assessments may serve as both a formative and summative means of determining student mastery of content and skills. As performance assessments are developed, ACCESS Academy will use the Quality Criteria Tool offered by VDOE to ensure that assessments enhance instruction, promote deeper learning of content and skills, and foster student development of the 5 C's outlined in the Profile of a Virginia Graduate. The ACCESS Academy Director will be responsible for establishing benchmark data for student achievement and developing a process for documentation during the first year of operation and will continue to monitor the data over each subsequent year.

Student achievement and success will be documented and measured in various ways, including the following:

- GPA data for lab school coursework
- Number of standard and advanced diplomas
- Feedback from industry partners
- Performance on industry certification examinations
- Attainment of industry certificates and micro-credentials
- Performance on SOL examinations
- Student satisfaction/graduation surveys
- Pre-and post-student engagement and motivation surveys (AES/SEM, Reeve, 2013; Reeve & Lee, 2013)
- Job placement information

Opportunities will be provided to include students in the assessment process by providing opportunities for faculty/teachers and students to collaboratively examine and reflect on student progress over time. Students will be encouraged to develop metacognitive skills and set learning goals and targets. Additionally, coursework will be connected to real-world scenarios and student career goals.

11. A description of any assessment other than the SOL that may be used to measure progress during the academic year.

Student learning at the ACCESS Academy will be transdisciplinary. Assessments to measure progress will be derived from multiple data points and may include the following:

- Student projects (formative/summative)
- Student writing (formative/summative)
- Anecdotal notes (formative)
- Teacher-designed student assessments
- Student grades
- AP test scores
- IB test scores
- Industry certifications
- Micro-credentials

The following components should be addressed if applicable to the college partnership laboratory school:

12. A detailed description of any alternative accreditation plan, in accordance with the SOA (8VAC20-131-420), for which the college partnership laboratory school will request approval from the Board.

At the present time, there is no plan to request alternative accreditation for the ACCESS Academy. Mason and NOVA will continue to follow SACS-COC accreditation guidelines.

13. A general description of any incentives/partnerships that the college partnership laboratory school intends to have with school divisions to enhance both the

educational program of the college partnership laboratory school and the partnering school division(s).

ACCESS Academy is a collaborative effort between George Mason University (Mason), Northern Virginia Community College (NOVA), and Loudoun County Public Schools (LCPS). Additionally, the lab school will engage in partnerships with business and industry to provide expertise, mentoring, and internships to students enrolled in lab school programs. Regional representatives from companies including Google, Amazon Web Services, Microsoft, Northrop Grumman, Intel, Leidos, Verizon, and others have been engaged in the planning process to determine their level of interest and possible collaboration opportunities.

Students in the 11th grade will have opportunities to enroll in dual enrollment programs through NOVA. They will also have the opportunity to earn job experience through unpaid internships. Students in the 12<sup>th</sup> grade will also have dual enrollment opportunities through NOVA but will get on the job experience through paid internships.

Teachers who participate in professional development and engage through technical assistance to develop problem-based learning skills and curriculum will receive stipends and possible microcredentials.

14. If the college partnership laboratory school plans to use virtual learning in its educational program, a description of how virtual learning will be used and estimates of how many students will participate.

Although virtual learning is not a defining feature of the proposed lab school project, students will not be restricted from pursuing any virtual learning opportunities offered either at the school site, through their home school division, or through Northern Virginia Community College or George Mason University.

- *IV. Governance:* The following components must be addressed:
  - 1. Background information on the proposed founding governing board members and, if identified, the proposed school leadership and management team. (See § 22.1-299.2 B of the Code of Virginia.)

The Governing Board will represent the voice of a range of stakeholders including members of the community, industry, and parents. It will be comprised of two parent members who will be appointed by the Loudoun County School Board, in addition to two industry or chamber representatives and two community representatives, which will be appointed by George Mason University in consultation with Northern Virginia Community College and LCPS.

The Governing Board will also include institutional partner representative from Mason, NOVA, and LCPS, and the ACCESS Academy Director. The institutional partner representatives are:

Mason Representative: Dr. Ingrid Guerra-López, Dean, College of Education and Human Development, George Mason University. Dr. Guerra-López joined George Mason University in July 2022. She previously served as the interim Dean of the College of Education, as well as the interim Dean of the Graduate School at Wayne State University. She is also a Professor of Learning Systems Design and Technology and has served as Special Advisor for Digital Learning Strategy and

Innovation. Dr. Guerra-López will provide holistic oversight of ACCESS, including the supervision of the ACCESS Director, and the innovative instructional aspects of the lab school, including the Learning Innovations Lab). She will also work collaboratively with the Vice President of Academic Affairs and Chief Academic Officer at Northern Virginia Community College and the Superintendent of Loudoun County Public Schools. Dr. Guerra-López will also secure University resources and facilitate partnerships with other school divisions and industry partners. Dr. Guerra-López will also report directly to VDOE.

**NOVA Representative**: Dr. Eun-Woo Chang, Vice President of Academic Affairs and Chief Academic Officer, Northern Virginia Community College. Dr. Chang joined Northern Virginia Community College in July 2021. Prior to this role, he held academic leadership positions at Ashland University and Mercer County Community College. Dr. Chang also served as a program director in the Division of Undergraduate Education at the National Science Foundation. He will provide oversight of instructional programming related to dual enrollment processes at the community college level and also provide oversight on some of the pre-professional pathways offered.

LCPS Representative: Dr. Aaron Spence, Superintendent, Loudoun County Public Schools. Dr. Spence currently serves as Superintendent of Loudoun County Public Schools and is responsible for the instructional leadership and administrative operation of 96 schools and centers that serve 83,000 students. Prior to that, he served as Superintendent of Virginia Beach City Public Schools (VBCPS), where he was named State Superintendent of the Year in 2018. Dr. Spence has also been a superintendent in North Carolina and held various roles in Central Office and served as a school principal in Texas and Virginia. Dr. Spence began his career in 1994 as a French and photojournalism teacher. He will support the Lab School Director (described below) in providing operational oversight of the lab school.

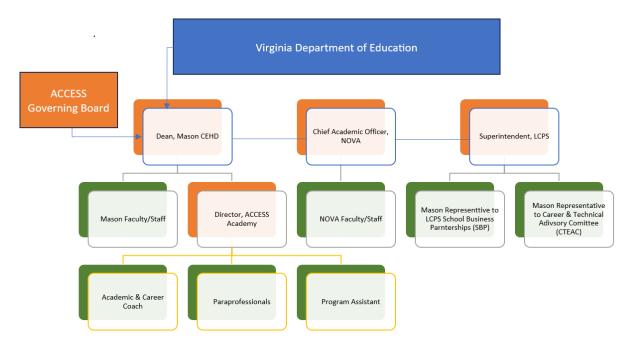
In addition to the CEHD Dean, the NOVA Chief Academic Officer, and the LCPS Superintendent, the Governing Board will also include the Director of the lab school, who will be an administrative faculty member of the George Mason University College of Education and Human Development (CEHD). They will report directly to the Dean of CEHD and provide oversight of the instructional programming in the operational aspects of the lab school. The Director will serve as a liaison between ACCESS Academy, participating school divisions, and Northern Virginia Community College. The Director will also be responsible for organizing professional learning opportunities for ACCESS instructors. The Director will be hired no later than February 2025.

2. A chart that clearly presents the school's organizational structure, including lines of authority and reporting between the governing board, staff, any related bodies such as advisory bodies or parent and teacher councils, the Board, and any external organizations that will play a role in managing the school.

Please see Figure 4 below for the general organizational structure of ACCESS Academy.

### Figure 4

General Organizational Structure – ACCESS Academy



3.A clear description of the roles and responsibilities for the governing board, the school's leadership and management team, and any other entities shown in the organization chart. This includes a description of the functions, roles, and duties of the governing board and its proposed composition and bylaws. The description must detail the specific role of the governing board in the operation and oversight of the college partnership laboratory school.

The Governing Board will represent voices from ACCESS stakeholders. The Board will support shared governance of the lab school, including the establishment and revision of school policies and recommend significant and strategic decisions for the school. The Board will be the authority to which school leadership is accountable for the instructional and operational aspects of ACCESS Academy.

The **Dean** of the College of Education and Human Development at George Mason University will provide oversight of the instructional aspects of the lab school, including supervision of the school Director. The Dean will serve as liaison between Mason, the Superintendent of Loudoun County Public Schools, and the Chief Academic Officer of Northern Virginia Community College. The Dean will secure university resources and facilitate partnerships with other university colleges/divisions. The Dean will report progress/updates to the **ACCESS Academy Governing** Board.

The **Superintendent** of Loudoun County Public Schools will support the ACCESS Academy Director in providing operational oversight of the lab school.

The **Chief Academic Officer** of Northern Virginia Community College will provide oversight of instructional programming related to dual enrollment processes at the community college.

The **Director** of the lab school will be an administrative employee of the George Mason University College of Education and Human Development, reporting directly to the Dean of the CEHD. The Director will provide oversight of the instructional programming and operational aspects of the lab school. The Director will provide supervision of faculty work at the lab school and any school staff employed by the George Mason University College of Education and Human Development.

A **Career Coach** will be responsible for providing students with specific IT career advising. This coach will work collaboratively with students and instructors at Mason and NOVA and also conduct outreach to industry partners. The career coach will also help facilitate internships, mentorships, and other opportunities. They will report to the Director.

**Paraprofessionals** will be hourly wage employees of George Mason University, reporting to the ACCESS Academy Director. They will provide support to ACCESS Academy students with special education needs.

A part-time **Program Assistant** will be employed by the lab school to assist in the operational aspects of the lab school including but not limited to scheduling, recruitment, marketing, outreach, assessment data collection, event support and student services. They will report to the Director.

Two representatives (one each) from Mason will also be included in the LCPS School Business Partnership (SBP) and the Career and Technical Education Advisory Committee (CTEAC). They will attend monthly meetings and contribute as active participants, reporting to the Superintendent of LCPS.

- 4. A description of the governing board's relationship with the affiliated public or private institution of higher education and its Board of Visitors, any local school boards, parents, and community organizations.
- V. Management Structure: The following components must be addressed:
  - 1. A staffing chart for the school's first year and a staffing plan for the term of the contract.

While Figure 4 presented earlier provides an organizational chart, Table 3 below demonstrates the staffing plan for Year 1 (2025-26), with a plan to support 120 students in grades 9-12 (n=30 in each grade).

**Table 3**Staffing Plan – Year 1 (2025-2026)

| Position             | Number | Employed By |
|----------------------|--------|-------------|
| Director             | 1      | Mason       |
| Career Coach         | 1      | Mason       |
| Program Assistant    | 1      | Mason       |
| Grants/Finance Admin | 1      | Mason       |
| Paraprofessionals    | 1-2    | Mason       |

| Industry Experts    | 4-6            | Mason |
|---------------------|----------------|-------|
| Mason Faculty       | <mark>3</mark> | Mason |
| NOVA Faculty        | 2              | NOVA  |
| Graduate Assistants | 2              | Mason |

2. Plans for recruiting and developing school leadership and staff.

The Director position will be advertised by Mason no later than December 2024. The Mason CEHD Dean will select a candidate with input from a search committee that will include stakeholders from Mason, LCPS, and NOVA. The Director will be hired no later than February 2025.

The Career Coach position will be advertised by Mason no later than January 2025. The Mason CEHD Dean will select a candidate with input from a search committee that will include the Director and stakeholders from Mason, LCPS, and NOVA. The Career Coach position will be hired no later than March 2025.

The part-time Program Assistant and Grants/Finance Administrator positions will be advertised by Mason by January 2025 and hired no later than March 2025.

Paraprofessional positions will be advertised by Mason no later than June 2025. These positions will be hired by Mason to interface with the lab school and serve students as applicable.

Mason and NOVA Faculty will be identified within the university and community college. Course reassignments will be provided to Mason and NOVA Faculty by the George Mason University ACCESS Academy budget.

Industry experts (4-6 in total) will be recruited by Mason, aligned with the community project needs, as determined no later than July 2025. Industry experts will be paid from the lab school budget.

Graduate Assistants will be recruited through the Mason Graduate School and CEHD and identified no later than March 2025.

Instructional staff (Director, Career Coach, Mason Faculty, NOVA Faculty, Industry Experts) will begin work on curriculum development in June 2024, including identifying community and industry needs for the problem-based learning focus. Mason faculty will lead professional learning opportunities for all instructional staff. Professional learning and training will begin no later than July 2025. Stipends will be provided to NOVA faculty and Industry Experts for developing training. All members of the educational team will engage in training as applicable.

3. A description of the academic/professional experience/qualifications of the college partnership laboratory school's leadership and proposed faculty who will teach at the school.

The ACCESS Academy Director will possess the following qualifications:

- Minimum of a master's degree in Education Leadership
- Professional Virginia educator's license with endorsement in Administration/Supervision
- 3 years of successful teaching experience
- Demonstrated record of significant leadership experience, preferably in the P-12 setting

- Demonstrated knowledge/experience in working with higher education partners
- Demonstrated commitment to improving school quality, teacher effectiveness, and equitable student success

Industry Experts will possess the following qualifications:

- Education, experience, and credentialing in the field of expertise, as recognized by industry standards
- Demonstrated ability to effectively work with children
- At least 3 years of experience in the field of expertise
- Ability to work well as a team member
- Willingness to receive, reflect on, and apply feedback

## Mason/NOVA faculty will possess the following qualifications:

- Master's degree in related field; doctoral degree preferred
- Demonstrated successful record of teaching in public schools
- Significant contributions to teaching, scholarship, and service in the areas of professional expertise
- Strong background in curriculum development
- Ability to work well with teams
- Ability to create and provide high-quality professional learning for educators
- Willingness to receive, reflect on, and apply feedback

### The Career Coach will possess the following qualifications:

- Master's degree in related field; doctoral degree preferred
- Previous coaching/advising experience or formal coaching training
- Demonstrated successful record of coaching in public schools
- Ability to establish and maintain connections with industry
- Ability to stay up to date with current trends in career development
- Ability to work well with teams
- Willingness to receive, reflect on, and apply feedback

#### Paraprofessionals will possess the following qualifications:

- High school diploma or higher in related field
- Demonstrated record of working in public schools
- Demonstrated experience working with students who have special education needs
- Demonstrated ability to communicate effectively
- Ability to work well with students, staff, teams, and families
- Ability to implement teacher planned instruction
- Ability to monitor, record, and chart student data
- Willingness to receive, reflect on, and apply feedback
- 4. An assurance that the applicant will meet the conditions in § 22.1-349.9 of the *Code of Virginia*, which states that "teachers who work in a college partnership laboratory school shall hold a license issued by the Board or, in the case of an instructor in the Board-approved teacher education program of the institution of higher education, be eligible to hold a Virginia teaching license. Teachers working in a college partnership

laboratory school shall be subject to the requirements of §§ 22.1-296.1, 22.1-296.2, and 22.1-296.4 that are applicable to teachers employed by a local school board."

Faculty who work for ACCESS Academy will be required to hold a license issued by the Board or be eligible to hold a Virginia teaching license. All faculty working at ACCESS Academy will be subject to the requirements of §§ 22.1-296.1, 22.1-296.2, and 22.1-296.4. College faculty who teach PBL IT courses will be required to meet licensure requirements for teachers of CTE courses as required by VDOE. Mason and NOVA will ensure compliance with state law regarding licensure of the faculty at the respective institution.

ACCESS Academy will comply with all federal, state, and local laws regarding background checks for those adults in direct contact with students enrolled in the lab school. Background checks will be monitored through the College of Education and Human Development for those hired directly by Mason. Northern Virginia Community College will monitor background checks for those faculty who work directly for NOVA.

5. The school's leadership and teacher employment policies, including performance evaluation plans. Such performance evaluation plans must be consistent with the policies of the institution of higher education.

The director of the lab school and career coach will adhere to the guidelines outlined in the Mason Administrative/Professional Faculty Handbook, as per the policies established by Mason (<a href="https://mymasonportal.gmu.edu/bbcswebdav/institution/HumanResources/HRDM-HRDataManagement/HRDM">https://mymasonportal.gmu.edu/bbcswebdav/institution/HumanResources/HRDM-HRDataManagement/HRDM APFacultyHandbook.pdf</a>)

Paraprofessionals and the program assistant will adhere to the guidelines outlined for wage employees established by Mason (https://universitypolicy.gmu.edu/policies/wage-employment-non-student/)

For dual enrollment courses, recruitment will be handled by NOVA in collaboration with the school division. Dual enrollment teachers will be employed by NOVA. For PBL IT courses, recruitment will be handled by NOVA and Mason, as per the policies established by each (<a href="https://universitypolicy.gmu.edu/policies/recruitment-and-hiring-of-university-employees/">https://universitypolicy.gmu.edu/policies/recruitment-and-hiring-of-university-employees/</a> and <a href="https://go.boarddocs.com/va/vccs/Board.nsf/goto?open&id=CB55Z812A23F">https://go.boarddocs.com/va/vccs/Board.nsf/goto?open&id=CB55Z812A23F</a>).

6. A plan that addresses the qualifications of the teachers and administrators at the college partnership laboratory school, including compliance with state law and regulations regarding Board licenses and endorsements. (*See* § 22.1-349.9 of the *Code of Virginia*.)

The lab school will ensure that the educational and professional qualifications of its teachers and administrators meet VDOE requirements for licensing and/or endorsement areas. Mason and NOVA will ensure compliance with state law and regulations regarding Board licenses and endorsements regarding the faculty teaching at each institution.

7. A plan to provide high-quality professional development programs (*See* § 22.1-253.13:5 of the *Code of Virginia*.)

High-quality professional development programming will be provided to all faculty associated with ACCESS Academy. Professional development will be focused on employability skills and innovative

problem-based learning pedagogical practices and methodology. Professional development will be aligned to the Standards of Quality, Standard 5 concerning classroom instruction and educational leadership. Professional development will be immersive and will allow teachers and faculty to reflect, integrate skills into current practice and lessons, and create sound assessments.

While traditional professional development focuses on discrete skills or techniques for high interest activities, it can often lead to shallow lessons. Yet, Leinhardt et al. (1995) discussed teaching practice as a coherent whole that cannot be separated into discrete skills or techniques. Further, Ermeling & Graff-Ermeling (2016) suggest an emphasis on lesson planning with a focus on a coherent story line. Transformative understanding then, requires an innovative approach. Professional development will focus on teaching as a coherent whole and will be grounded in a coherent story line. Teachers will be supported in not only learn the skill of how to teach problem-based learning but also in developing a transformative understanding of why this type of curriculum is useful, important, and effective (Donnell, 2007; Harrell-Levy & Kerpelman, 2010).

In addition to professional development, ACCESS Academy faculty will receive ongoing technical assistance concerning employability skills and innovative problem-based learning pedagogical practices. Faculty may engage and/or partner with faculty and staff at Mason and NOVA to ensure fidelity to the teaching model and alignment with wraparound support for students. The Director will also receive coaching support aligned with the guidelines for Uniform Performance Standards and Evaluation Criteria for Principals. Instructional faculty/staff in the school director will also work collaboratively in the analysis of formative and summative assessments to determine patterns and trends in teaching and learning. This will further inform adjustments to ongoing professional development programs and technical assistance.

8. Provisions for the evaluation of staff at regular intervals.

All ACCESS Academy faculty and staff will be formally evaluated annually by their employer. Official performance evaluations will be conducted in accordance with George Mason University, Northern Virginia Community College, and school division policies. Additionally, ongoing constructive feedback will be a normal part of the culture of the lab school. Those working with and for ACCESS Academy will receive formative, anecdotal, and formal feedback with the ultimate goal of feedback serving as the impetus for professional growth and improving how students are served. Evaluation will also always include multiple data points rather than snapshots in time. Data points may include the following:

- Instructional coaching
- Peer observations
- Assignment analyses
- Equity audits
- Self-evaluations
- Formal performance evaluations

The following policies and resources guide George Mason University and Northern Virginia Community College concerning the evaluation of faculty and staff:

#### **Mason Policies**:

Evaluating, Documenting, and Justifying Faculty Qualifications and Credentials - <a href="https://universitypolicy.gmu.edu/policies/faculty-credential-evaluation-and-documentation/">https://universitypolicy.gmu.edu/policies/faculty-credential-evaluation-and-documentation/</a>

Performance Evaluation Resources - <a href="https://hr.gmu.edu/performance-evaluations/performance-evaluation-resources/">https://hr.gmu.edu/performance-evaluations/performance-evaluation-resources/</a>

Evaluation of Adjunct Faculty - <a href="https://universitypolicy.gmu.edu/policies/evaluation-of-adjunct-faculty/">https://universitypolicy.gmu.edu/policies/evaluation-of-adjunct-faculty/</a>

#### **NOVA and VCCS Policies:**

Faculty Qualifications for Academic Rank - <a href="https://go.boarddocs.com/va/vccs/Board.nsf/goto?open&id=CTXS9B719206">https://go.boarddocs.com/va/vccs/Board.nsf/goto?open&id=CTXS9B719206</a>

Qualifications of Faculty -

https://go.boarddocs.com/va/vccs/Board.nsf/goto?open&id=CHESEG72532B

Development and Evaluation – Teaching Faculty - <a href="https://www.nvcc.edu/policies/\_files/419-Faculty-Development-and-Evaluation.pdf">https://www.nvcc.edu/policies/\_files/419-Faculty-Development-and-Evaluation.pdf</a>

9. Provisions for a human resource policy for the school that is consistent with state and federal law.

All individuals appointed to positions at ACCESS Academy will ensure compliance with applicable state and federal laws and regulations, while also adhering to the personnel policies outlined by George Mason University (Mason), Northern Virginia Community College (NOVA), and the school division.

The current human resource policies for each institutional partner are provided below.

Mason - <a href="https://hr.gmu.edu/policies-and-handbooks/">https://hr.gmu.edu/policies-and-handbooks/</a>

NOVA - <a href="https://www.nvcc.edu/policies/Default.aspx?cat=Human%20Resources">https://www.nvcc.edu/policies/Default.aspx?cat=Human%20Resources</a>

LCPS - https://www.lcps.org/Page/222925

10. An explanation of any partnerships or contractual relationships central to the college partnership laboratory school's operations or mission, including information regarding any partnerships with school divisions to provide educational or ancillary services. Contractual relationships include procuring the services of an education management organization, food services, transportation, school health services, custodial services, and security services. (See § 22.1-349.3 C of the Code of Virginia.)

As ACCESS Academy will operate at NOVA Loudoun, services provided for students will be part of those provided to any other student at NOVA, including school health, custodial, and security services. Transportation to ACCESS Academy will be provided by the sending school division while food services at the lab school will be provided by LCPS. Services will be provided in alignment with § 22.1-349.3. George Mason University will initiate the development of a Memorandum of Understanding with Loudoun County Public Schools once funding is awarded.

11. Notification to all school employees of the terms and conditions of employment.

The ACCESS Academy Director and Career Coach, will be hired as Administrative/Professional Faculty. Those faculty members will adhere to the terms and condition of current George Mason University Administrative/Professional Faculty position employment. The Program Assistant will be hired as a wage employee and that staff member will adhere to the terms and conditions of employment as outlined in George Mason University current policies. Paraprofessionals will be hired as wage employees and will adhere to the terms and conditions of employment as outlined in George Mason University current policies.

Faculty employed for IT courses at NOVA and Mason would adhere to the terms and conditions of employment as outlined by Adjunct Faculty contracts at Northern Virginia Community College and George Mason University.

12. Information and materials indicating how parents, the community, and other stakeholders were involved in developing the application for the college partnership laboratory school. A description of how parental involvement will be used to support the educational needs of the students, the school's mission and philosophy, and its educational focus.

Feedback from families, community members, and stakeholders informed the development of the ACCESS Academy application and will guide the mission, philosophy and educational focus once established. In early February 2023, we hosted a roundtable discussion with leading industry partners in Northern Virginia, including representatives from Google, Amazon World Services (AWS), Microsoft, and Northrup Grumman among others, to gather feedback on the conceptual framework of ACCESS Academy. Industry stakeholders provided insights into the general curriculum, learn and earn approach, and opportunities to expand real-world experiences (e.g., internships) with high school students. Updates to industry partners have been periodically provided since that time and industry partners continue to be enthusiastic about the lab school project.

Representatives from Mason had engaged multiple school divisions in conversations about the lab school concept, including Loudoun County Public Schools, since early in the lab school planning stages with the intent of ultimately scaling up the partnership to multiple school divisions in the region. Mason and LCPS resumed discussions in February 2024 and with shared strategic aims and interest in exploring a collaborative partnership, LCPS started internal meetings soon after to discuss the lab school partnership. Soon after, a team from Mason met with administrative stakeholders from LCPS to discuss specific details of the lab school and receive feedback from Loudoun County that was later integrated into the application. Discussions and updates between Mason and NOVA have been ongoing as the site of the lab school will be located on NOVA's Loudoun County campus in Sterling.

Loudoun County Public Schools has continued to share the concept and details of ACCESS Academy with administrative personnel and LCPS School Board. The lab school application proposal was shared with the full Loudoun County School Board on February 22, 2024 and also shared with individual Board members during weekly meetings. Additionally, LCPS staff co-presented the lab school concept with Mason representatives at a public meeting of the LCPS Specialized Programs and Centers (SPC) Committee on March 5, 2024. The LCPS Superintendent and Board Chair provided letters to support this application. A copy of the agenda with the lab school presentation to the LCPS Specialized Programs and Centers (SPC) Committee is included with the supporting documents for this application.

As new partners come on board, stakeholder, family, and community member feedback will continue to be critical to ACCESS Academy during the transition from conceptualization to implementation. Families will be engaged through opportunities to serve on the governance board and engagement and listening sessions. Feedback will be collected in an intentional and systematic manner from stakeholders, students, families, educators, and community members through formative and summative evaluation, and used as a means for guiding continuous improvement.

13. Plans and timelines for student recruitment and an open enrollment process for any child who is a resident of the Commonwealth, including lottery procedures if sufficient space is unavailable. Please include a description of the lottery process to be used to determine school enrollment on a space-available basis and a time line for when the lottery process will begin for the first academic year of enrollment and when parents will be notified of the outcome of the lottery process. (*See* § 22.1-349.3 of the *Code of Virginia*.)

The ACCESS Academy student recruitment and enrollment process will begin as early as January 2025. Cooperating partners from Mason, NOVA, and the school division will begin marketing and publicizing the opening of the lab school. An application will be developed in collaboration with the NOVA/Mason ADVANCE partnership and input from school division stakeholders. Information sessions for parents and students will be held at a LCPS site and online. Interested parents and students will be sent information about the lab school and invited to apply.

Applications for ACCESS Academy will be through a personalized electronic link in Spring 2025. In addition to requiring basic information (legal name, date of birth, parent/guardian name, place of residence) students will be asked to submit information about completed courses, and academic/career goals. The only prerequisite for attending the lab school is completion of the VDOE recommended coursework for each grade level. Applications will be reviewed for completeness, sorted by the grade level of the following year, and then complete applications will be entered into the lottery for the number of available spots per grade level. LCPS Regulation 630.1 – (https://go.boarddocs.com/vsba/loudoun/Board.nsf/files/BLKL39548B3E/\$file/5410-REG.pdf) will be updated to include the lab school should funding be approved. Students who are enrolled in the lab school will automatically be admitted the subsequent year unless they wish to give up their seat and return to their base school and division. This must be done in writing by a parent or guardian and confirmed by the Director. When students enroll in the lab school in 11th grade, this will also initiate the process for concurrent enrollment in Mason and NOVA as they may take classes offered by both institutions for college credit.

Students who are not initially accepted to ACCESS Academy will be put on a wait list and parents/guardians will be informed of the student's position on the waitlist for their grade level. Because of requirements for credit-bearing courses, if a slot opens, students may be admitted to the lab school at the beginning of the academic year or at the beginning of a new semester only.

14. Any enrollment-related policies and procedures that address special situations, such as the enrollment of siblings and children of faculty and founders and the enrollment of nonresident students, if applicable. Consistent with a college partnership laboratory school's mission and purpose that may address special populations of students, the applicant must indicate how to ensure that community outreach has been undertaken so that special populations are aware of the formation of the college partnership laboratory school and that enrollment is open

to all students residing in the Commonwealth. Pursuant to § 22.1-349.3 B of the Code of Virginia, enrollment in a college partnership laboratory school "shall be open through a lottery process on a space-available basis to any student who is deemed to reside within the Commonwealth. A waiting list shall be established if adequate space is not available to accommodate all students whose parents have requested to be entered in the lottery process. Such waiting list shall also be prioritized through a lottery process, and parents shall be informed of their student's position on the list."

All enrollment-related policies and procedures will be consistent at the lab school and aligned with § 22.1-349.3. Additionally, policies of the lab school concerning admission will be consistent with those already in place in participating school divisions.

15. A model *Student Code of Conduct* policy that addresses student behavior, discipline, and participation in school activities. The plan should identify the role of teachers and administrators in discipline and mentoring. The plan must also identify disciplinary policies for special education students.

When ACCESS Academy students are on any Loudoun County Public School property including when riding LCPS transportation, they will be subject to the policies established by Loudoun County Public Schools (LCPS) in the Student Rights and Responsibilities (SRR) for Families and Student Code of Conduct. The SRR (https://www.lcps.org/SRR), updated annually, details all LCPS expectations in relation to student behavior, discipline, and participation in school activities. The LCPS SRR also explains adult responses to enhance school safety and to create a fair, equitable, and supportive school environment. The role of teachers and administrators in discipline, mentoring, and student support is included. Principals receive annual professional development concerning updates, facilitating communication with parents, and review processes for data reporting. The LCPS Department of Research, Assessment, and School Improvement is responsible for reporting data to VDOE. The SRR also includes disciplinary policies and procedures for students who currently have IEPs and Section 504 plans. From the Student Rights and Responsibilities section of the LCPS SRR – "School rules are necessary to ensure all students have access to their education without disruption and in an orderly and appropriate setting. School rules are designed to deter undesirable behavior, while teaching proper behavior. A goal of public education is to have students become responsible adults in a free society."

At any time ACCESS Academy students are on Mason properties, they will be subject to the policies established by George Mason University in the current Code of Student Conduct (<a href="https://studentconduct.gmu.edu/wp-content/uploads/2023/08/Code-of-Student-Conduct-2023-2024-pdf.pdf">https://studentconduct.gmu.edu/wp-content/uploads/2023/08/Code-of-Student-Conduct-2023-2024-pdf.pdf</a>). This Code applies to all Mason students. The purpose is to foster a safe, secure, and fair learning environment by establishing expectations for student behavior and identifying a process for discipline and resolving incidents. Student activity participation is included in the Code. If there is a violation of the Code of Student Conduct and the ACCESS Academy student is a minor, a FERPA waiver may be utilized to allow the assistance of a parent/guardian. The Student Conduct Office refers cases to a professional staff member who is a point of contact and hearing officer. Cases can be heard by a hearing officer or by student request, the Community Adjudication Board (<a href="https://studentconduct.gmu.edu/student-boards/community-adjudication-board-2/">https://studentconduct.gmu.edu/student-boards/community-adjudication-board-2/</a>). If a student discloses in the process that they have special education accommodations that need to be considered, the hearing officer will connect with Disability Services to confirm the approved accommodations and how to best incorporate them within the resolution process. ACCESS Academy students taking

courses for Mason credit shall be bound, insofar as those courses are concerned, by the Mason Honor Code and all student requirements stated in the Mason Catalog, in addition to the conduct code of the school division. In cases where it is not clear which set of policies apply, the ACCESS Academy Director will make a recommendation to the Dean of the College of Education and Human Development whose decision will be final.

When ACCESS Academy students are on NOVA properties, they will be subject to the policies established in the Student Code of Conduct (<a href="https://www.nvcc.edu/students/handbook/conduct.html">https://www.nvcc.edu/students/handbook/conduct.html</a>). NOVA's policy establishes guidelines for the above and identifies the roles of students and administration. The Student Integrity and Conduct staff (<a href="https://www.nvcc.edu/student-rights/SIC/index.html">https://www.nvcc.edu/student-rights/SIC/index.html</a>) supports students, faculty, and staff on all NOVA campuses. Similar to Mason, if a student discloses during the hearing process for a possible violation of the Student Code of Conduct that they have special education accommodations that need to be considered, the hearing officer will connect with NOVA's Office of Accommodations and Accessibility Services to confirm the approved accommodations and how to best incorporate them within the resolution process. A FERPA waiver may also be utilized.

Mason and NOVA both collect and report school safety and student discipline as required under The Cleary Act. This includes an annual fire security and safety report, daily crime and fire log, emergency notifications, and cooperative work with local and campus police, and other resources. Both institutions have a Cleary Compliance Coordinator that can assist with information and reporting. Reporting information for Mason and NOVA is provided in more detail through the links provided below.

Mason - <a href="https://police.gmu.edu/wp-content/uploads/2018/08/Clery-Act-101\_with-embedded-links">https://police.gmu.edu/wp-content/uploads/2018/08/Clery-Act-101\_with-embedded-links 083118.pdf</a>

NOVA - https://www.nvcc.edu/police/clery/index.html

16. A detailed school start-up plan that identifies tasks, timelines, and responsible individuals.

The tentative start-up plan for ACCESS Academy is provided below.

### Table 4

# Tentative Start-Up Plan for ACCESS Academy

| Timeline         | Task  | Responsible            |
|------------------|---|------------------------|
| Dec 2023         | Inception of ACCESS                           | CEHD Dean;             |
|                  |   | Superintendent LCPS;   |
|                  |   | CAO NOVA               |
| Dec 2024         | Governing Board established                   | CEHD Dean;             |
|                  |   | Superintendent LCPS;   |
|                  |   | CAO NOVA               |
| Jan-Feb 2025     | ACCESS Director hired                         | CEHD Dean              |
| Jan-Mar 2025     | Supporting positions hired                    | CEHD Dean              |
| Jan-Mar 2025     | Supporting faculty positions identified and   | CEHD Dean, NOVA        |
|                  | course reassignments provided as appropriated | CAO                    |
| Jan-Feb 2025     | Application and enrollment procedures         | Director               |
|                  | established                                   |                        |
| Feb-Mar 2025     | Evaluation framework and plan developed       | Evaluator              |
| Feb-Mar 2025     | Marketing planning and launch                 | Director               |
| Mar 2025         | Evaluation Framework presented to Board       | Director & CEHD Dean   |
| Feb-Mar 2025     | Graduate Assistants recruited                 | CEHD Dean              |
| Mar-May 2024     | PBL curriculum assessment and development     | CEHD & NOVA Faculty    |
| Mar -May 2025    | Cohorts identified and scheduled accordingly  | Director               |
| April-May 2025   | Develop data collection and monitoring tools  | Evaluator              |
|                  | based on evaluation plan                      |                        |
| May-July 2025    | Professional development                      | Mason Faculty          |
| July 2025        | ACCESS Academy officially opens               | Director               |
| July 2025        | Paraprofessional assigned                     | Director               |
| July-August 2025 | Senior Summer Bridge Program offered          | Director               |
| August 2025      | Launch new school year                        | Director               |
| August 2025      | Deploy data collection and monitoring tools   | Director and Evaluator |
| Oct-Dec 2026     | Formative evaluation of Year 1 conducted      | Evaluator              |
| Jan 2026         | Presentation of formative evaluation: Early   | Director and CEHD Dean |
|                  | lessons learned, Opportunities for            |                        |
|                  | improvement, and next steps                   |                        |

17 A description of co-curricular and extracurricular programs and how these programs will be funded and delivered.

Co-curricular and extracurricular programs will continue to be made available to students through their home school division. Students attending ACCESS Academy will be able to participate in regularly scheduled athletic programs, and interest clubs and groups. Additionally, students will have opportunities for co-curricular opportunities at George Mason University and Northern Virginia Community College. These may include coding, cybersecurity, and/or industry-related clubs. Funding will come from startup funds, community grants, and industry collaboration and cooperation.

18 A general description of any operational incentives/partnerships that the college partnership laboratory school intends to have with school divisions to enhance both the

educational program of the college partnership laboratory school and the partnering school division(s).

In addition to the partnership with Loudoun County Public Schools, ACCESS Academy intends to develop and have partnerships with industry experts who will provide mentoring, internship opportunities, technical support regarding scenarios for the problem-based learning IT curriculum, field trips, and other assistance. Outreach to industry partners has already begun and the response has been positive. Additionally, there will be opportunities for collaboration across disciplines between industry experts, university, LCPS, and other school division faculty. ACCESS Academy also intends to provide stipends for professional development and funding for technical assistance. There is also a plan to develop micro-credentials for teachers who will complete professional development programming in problem-based learning instruction.

# *Financial and Operations Information:* The following components must be addressed:

1. A description of the college partnership laboratory school's financial plan and policies, including financial controls and audit requirements in accordance with generally accepted accounting principles.

George Mason University will serve as the fiscal agent for this project. As a non-federal entity that expends \$750,000 or more in federal award funds during its fiscal year, Mason is required to obtain a Single Audit or Program Specific Audit each year that complies with Generally Accepted Accounting Principles. Mason's audited financial statements for the year ended June 30, 2022 can be found at <a href="https://www.apa.virginia.gov/reports/GeorgeMasonUniversity2022.pdf">https://www.apa.virginia.gov/reports/GeorgeMasonUniversity2022.pdf</a>.

In order to maintain proper financial controls, Mason uses the Agency Risk Management and Internal Control Standards (ARMICS) which is a mandate of the Commonwealth of Virginia and requires State Agencies to implement internal control standards and best practices. The Department of Accounts ARMIC Standards may be found

at https://www.doa.virginia.gov/reference/ARMICS/ARMICS Standards.pdf.

Other specific Mason Financial Policies and Procedures that ensure compliance with ARMIC Standards may be found at <a href="https://universitypolicy.gmu.edu/university-policies/financial/">https://universitypolicy.gmu.edu/university-policies/financial/</a>

2. Start-up and five-year budgets with clearly stated assumptions and information regarding projected revenues and expenditures.

Over the six-year period of performance, the cost of the Lab School is estimated to be \$5,199,991 with \$1,000,000 of startup and \$3,360,000 of projected operating revenue needed during years zero through four for a total of \$4,360,000 requested from the Virginia Department of Education. Operating revenue in years 1-5 is based on \$7,000 per student and 120 students for a total of \$840,000 per year. George Mason University will provide in-kind support during years 1-5 and hopes to secure future philanthropic gifts and grants to support remaining proposed expenditures in year 5. The following tables illustrate the six-year projected revenues and expenditures below.

Figure A: Illustrative Itemized Budget Spreadsheet

|   | Yr 0      | Yr 1       | Yr 2       | Yr 3       | Yr 4    | Yr 5    | Total       | Comments                               |
|---|-----------|------------|------------|------------|---------|---------|-------------|--|
| Lab School Operating Costs                      |           |            |            |            |         |         |             |  |
| Personnel                                       | 368.006   | 529.437    | 555.373    | 582.605    | 602,502 | 585,138 | 3,223,061   | per lab school application pages 40-43 |
| Non-personnel Expenses                          | 380,154   | 93.033     | 67,100     | 39,865     | 19,970  | 36,797  | 636,919     | per lab school application pages 40-43 |
| Staff development                               | 46,500    | 46,500     | 46,500     | 46,500     | 46,500  | 46,500  | 279,000     | per lab school application pages 40-43 |
| Equip/Tech/Furniture                            | ,         | , <u> </u> | , <u> </u> | , <u> </u> | , -     | , -     | , -         |  |
| Admin Fee                                       | 205,340   | 171,027    | 171,027    | 171,027    | 171,027 | 171,563 | 1,061,011   | per lab school application pages 40-43 |
| Total Lab School Operating Costs                | 1,000,000 | 839,997    | 840,000    | 839,997    | 839,999 | 839,998 | 5,199,991   | [A]                                    |
|   |           |            |            |            |         |         |             |  |
| Annual Enrollment (# of pupils)                 |           | 120        | 120        | 120        | 120     | 120     | 600         |  |
| Cost per pupil (\$)                             |           | \$7,000    | \$7,000    | \$7,000    | \$7,000 | \$7,000 | \$1,733,330 |  |
| Estimated Lab School Funding                    |           |            |            |            |         |         |             |  |
| Planning Grant                                  | 199,789   |            |            |            |         |         | 199,789     | per lab school planning grant          |
| Start-up  | 1,000,000 |            |            |            |         |         | 1,000,000   | per lab school application page 37     |
| Operating                                       |           | 840,000    | 840,000    | 840,000    | 840,000 |         | 3,360,000   | per lab school application page 37     |
| Subtotal College Partnership Lab<br>School Fund | 1,199,789 | 840,000    | 840,000    | 840,000    | 840,000 | -       | 4,559,789   |  |
| Outside Funding                                 |           |            |            |            |         |         |             |  |
| Local share                                     |           |            | -          | -          | -       | -       | -           |  |
| Grant funding                                   |           |            | _          | -          | _       | 440,000 | 440,000     | per lab school application page 43     |
| Philanthropic funding                           |           |            | -          | -          | -       | 400,000 | 400,000     | per lab school application page 43     |
| Higher education institution support            |           | -          | -          | -          | -       |         | -           | · ·                                    |
| Business & industry partner contributions       |           |            |            | -          | -       | -       | -           |  |
| Fundraising and development                     |           |            |            | -          | -       | -       |             |  |
| Subtotal Other Funding                          | •         | •          | •          | •          |         | 840,000 | 840,000     |  |
| Total Funding                                   | 1,199,789 | 840,000    | 840,000    | 840,000    | 840,000 | 840,000 | 5,399,789   | [B]                                    |

Funding Sustainability? Yes Funding is greater than costs

| Figure | R٠ | Annual   | Expenditure  | Shee |
|--------|----|----------|--------------|------|
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Budget Expenditure Worksheet

|   |              |           | Run Rate           |                 |                 |                 |                 |                  |           |
|---|--------------|-----------|--------------------|-----------------|-----------------|-----------------|-----------------|------------------|-----------|
| Personnel - Salaries                                | Number       | Rate      | <b>Annual Cost</b> | Yr 0            | Yr 1            | Yr 2            | Yr 3            | Yr 4             | Yr 5      |
| * List all position & fully burdened compensation ( | example belo | ow)       |                    |                 |                 |                 |                 |                  |           |
| Director  | 1.00         | \$158,520 | \$158,520          | \$79.260        | \$166,446       | \$174,768       | \$183,507       | \$192,682        | \$202,316 |
| Career Counselor/Coach                              | 1.00         | \$105,680 | \$105,680          | \$52.840        | \$110.964       | \$116,512       | \$122,338       | \$128,455        | \$134.877 |
| Grants Admin/Fiscal Officer                         | 0.80         | \$113,440 | \$90.752           | \$45.376        | \$95,290        | \$100.054       | \$105.057       | \$110,310        | \$72,390  |
| GMU Faculty   | 3.00         | V,        | \$129,620          | \$172.825       | \$107,380       | \$112,749       | \$118,386       | \$115,609        | \$121,389 |
| Paraprofessionals                                   | 1.00         | \$10,730  | \$10,730           | \$0             | \$10,730        | \$10,730        | \$10,730        | \$10,730         | \$10,730  |
| Hourly Program Support                              | 0.50         | \$33,478  | \$16,739           | \$17,705        | \$38,628        | \$40,559        | \$42.587        | \$44.717         | \$43,435  |
| Total Personnel Costs                               |              |           | \$512,041          | \$368,006       | \$529,437       | \$555,373       | \$582,605       | \$602,502        | \$585,138 |
|   |              |           |                    |                 |                 |                 | . ,             |                  |           |
|   |              |           | Run Rate           |                 |                 |                 |                 |                  |           |
| Non-Personnel                                       | Number       | Rate      | Annual Cost        | Yr 0            | Yr 1            | Yr 2            | Yr 3            | Yr <b>4</b>      | Yr 5      |
| * List all additional services (examples below)     |              |           |                    |                 |                 |                 |                 |                  |           |
| Travel  |              |           | \$5.812            | \$10.000        | \$10.000        | \$10.000        | \$10,000        | \$0              | \$1,000   |
| Consultants/Professional Services                   |              |           | \$50,000           | \$170,000       | \$40,000        | \$25,000        | \$5,000         | \$0              | \$23,677  |
| Supplies & Materials                                |              |           | \$35,000           | \$180.534       | \$23,413        | \$12,480        | \$5,245         | \$350            | \$0       |
| Other General Costs                                 |              |           | \$19.620           | \$19,620        | \$19.620        | \$19.620        | \$19,620        | \$19.620         | \$12,120  |
| Total Non-Personnel Costs                           |              |           | \$110,432          | \$380,154       | \$93,033        | \$67,100        | \$39,865        | \$19,970         | \$36,797  |
|   |              |           | *****              | *****           | ****            | ***,            | ****            | ****             | ****      |
|   |              |           | Run Rate           |                 |                 |                 |                 |                  |           |
| Staff Development                                   | Number       | Rate      | Annual Cost        | Yr 0            | Yr 1            | Yr 2            | Yr 3            | Yr <b>4</b>      | Yr 5      |
| * List all staff development costs (examples below  | )            |           |                    |                 |                 |                 |                 |                  |           |
| Staff development                                   |              |           |                    |                 |                 |                 |                 |                  |           |
| Teacher support/training                            |              |           | \$46.500           | \$46.500        | \$46,500        | \$46,500        | \$46,500        | \$46,500         | \$46,500  |
| Travel  |              |           | \$10,000           | <b>\$15,555</b> | <b>\$10,000</b> | <b>4</b> 10,000 | <b>\$10,000</b> | <b>\$</b> 10,000 | \$10,000  |
| Total Non-Personnel Costs                           |              |           | \$46,500           | \$46,500        | \$46,500        | \$46,500        | \$46,500        | \$46,500         | \$46,500  |
| Total Holl 1 of common cocks                        |              |           | <b>\$10,000</b>    | 410,000         | 4.0,000         | 4.0,000         | 410,000         | 4.0,000          | 4.0,000   |
|   |              |           | Run Rate           |                 |                 |                 |                 |                  |           |
| Equip/Tech/Furniture                                | Number       | Rate      | Annual Cost        | Yr 0            | Yr 1            | Yr 2            | Yr 3            | Yr 4             | Yr 5      |
| * List all staff development costs (examples below  | )            |           |                    |                 |                 |                 |                 |                  |           |
| Classroom technology/capital assets                 |              |           |                    |                 |                 |                 |                 |                  |           |
| Facilities/renovations                              |              |           |                    |                 |                 |                 |                 |                  |           |
| IT support/licenses                                 |              |           |                    |                 |                 |                 |                 |                  |           |
| Total equipment/technology/furniture                |              |           | \$0                | \$0             | \$0             | \$0             | \$0             | \$0              | \$0       |
| <b>6</b> )  |              |           | **                 | **              | •               | *-              | *-              | •                | •         |
|   |              |           | Run Rate           |                 |                 |                 |                 |                  |           |
| Administrative Fees                                 | Number       | Rate      | Annual Cost        | Yr 0            | Yr 1            | Yr 2            | Yr 3            | Yr <b>4</b>      | Yr 5      |
| * List all costs (examples below)                   |              |           |                    |                 |                 |                 |                 |                  |           |
| University administrative fees                      | 0            | 0         | \$171,027          | \$205.340       | \$171.027       | \$171.027       | \$171.027       | \$171.027        | \$171,563 |
| Total admin fees                                    | U            | U         | \$171,027          | \$205,340       | \$171,027       | \$171,027       | \$171,027       | \$171,027        | \$171,563 |
| rotal dalling loos                                  |              |           | \$171,027          | \$£05,540       | #11 1,UZ1       | \$11 1,021      | ψ11 1,021       | ψ111,021         | ψ17 1,505 |
| Total Operating Costs                               |              |           | \$840,000          | \$1,000,000     | \$839,997       | \$840,000       | \$839,997       | \$839,999        | \$839,998 |
|   |              |           | +0.0,000           | 7.,000,000      | ,               | ,               | +200,000        | ,                | ,         |



### PERSONNEL COSTS

A Lab School Director will be hired into a full-time Administrative/Professional Faculty position during the startup year at a base salary of \$120,000 with annual increases included in years 1-4 for a total of \$603,076.

A Career Counselor/Coach will be hired into a full-time Professional Faculty position in the startup year at a base salary of \$80,000 with annual increases included in years 1-4 for a total of \$402,051.

A Grants Administrator/Fiscal Officer will be hired into a full-time Classified Staff position in the startup year at a base salary of \$80,000 and will dedicate 40% of their time to working on the project for total salary support of \$32,000 in year zero. The Grants Administrator will dedicate 80% of their time in years 1-4. Annual increases are included in years 1-4 for a total of \$321,640 of support. This position will provide the necessary financial and grants administration support for this project. Specific responsibilities will include processing requests for purchases, contracts, stipends, incentives, honoraria, new hires, travel, catering, etc. They will also perform the required monthly reconciliations and ensure financial documentation, receipts and approvals are on file for all transactions and assist with preparation of reports and other related requests.

Salary Support is budgeted for GMU Academic (\$24,000) & Calendar Year (\$96,000) Faculty Effort and Course Releases in the startup year and \$75.600 plus annual increases in years 1-4 to assist with development of curriculum, professional learning opportunities and training. Faculty salary support for startup year through year 4 totals \$445,845. Summer Salary support for Academic Year Faculty in the amount of \$13,332 is budgeted in the startup year and \$22,072 in years 1-3. Total Summer Salary Support for Academic Year Faculty for startup through year 3 is \$35,404.

Funds to support non-student hourly wage appointments for paraprofessionals is requested for 250 hours at \$40/hour for a total of \$10,000 each year in years 1-4 for a total of \$40,000.

Funds are requested to support a non-student hourly wage appointment for a part-time Program Assistant at an hourly rate of \$30/hr to assist with scheduling, recruitment, marketing, outreach, assessment data collection, student services and events. During the startup year anticipated hours will be around 550 and in subsequent years up to 1200 hours of support will be needed each year. Total Hourly Wages will be \$16,500 in startup year and total \$171,665 for startup through year 4.

Mason provides annual merit increases to Faculty and Staff. An escalation factor of 5% has been included for all personnel each year.

Total Salary Support requested from VDOE funds: \$2,019,681

GMU Project Leadership and Additional Faculty will provide in-kind salary support for their time in the amount of \$74,912 in year 1 with annual increases included in years 2-4 for a total of \$322,883.

GMU will also provide \$54,000 of in-kind salary support in year 1 for two 20 hour per week Graduate Research Assistants at \$27,000 each to work on the project during the Academic Year with annual increases included in years 2-4 for a total in-kind commitment of \$232,747.

Total Salary Support from GMU In-Kind Contributions: \$555,630

#### FRINGE BENEFITS

George Mason University's negotiated fringe benefit rates for Fiscal Year 2024 are applied as follows:

| Faculty (Admin, Teaching, & Post-Docs)         | 32.1% |
|--|-------|
| Classified Staff                               | 41.8% |
| FICA Only (summer, adjunct, non-student wages) | 7.3%  |

The Faculty Fringe rate of 32.1% has been applied to \$1,450,971 of Academic and Calendar Year Salary Support for a total of \$465,762. The Classified Staff rate of 41.8% has been applied to \$321,640 of salary support for a total of \$134,446 and the 7.3% Fringe rate has been applied to \$35,404 of Faculty Summer Salary and \$211,665 for non-student wages for a total of \$18,036.

Total Fringe Benefits Support Requested from VDOE Funds: \$618,244

In-kind: The Faculty Fringe rate of 32.1% has been applied to \$322,883 of Academic and Calendar Year Salary Support for a total of \$103,645.

Total Fringe Benefits Support Provided in-kind from GMU: \$103,645

The rates quoted above shall, at the time of funding be subject to adjustment, if superseding Government approved rates have been established. Salaries, wages and fringe benefits are estimates only and will be paid and billed in accordance with University policy.

#### MATERIALS & SUPPLIES

Funds in the amount of \$222,022 are requested from VDOE for supplies and materials for startup through year 4. Necessary supplies for this project are markers, chart paper, professional development books, and classroom supplies. Funds are also requested for printing curriculum materials, resources, and recruitment and promotional materials, instructional design development, training facilitation and mentoring costs, marketing, recruitment and outreach, laptops for 5 staff members, software, and subscriptions.

#### TRAVEL

#### **Domestic Travel**

All travel will be in accordance with University travel regulations and mileage will be charged at the current rate on the date of travel. Travel estimates are based on costs that were incurred on previous projects of a similar nature for federal and state agencies. Funds in the amount of \$10,000 per year for startup through year 3 are requested from VDOE for a total of \$40,000 over the five-year period. Travel estimates include costs for transportation, lodging, per diem, and other related expenses. Travel may be incurred by lab school leadership, researchers, or staff to attend conferences or symposium, visit or collaborate with other lab schools, participate in meetings, or engage with potential partners. Funds will be spent according to GSA rate guidelines for hotel, M&E, and other related expenses.

#### CONSULTING/PROFESSIONAL SERVICES

#### **Consultant/Professional Services**

Funds are requested from VDOE for industry expert, instructional design, and evaluation consultants. The requested support from VDOE is \$240,000 with \$170,000 requested during the startup year. Consultants will be selected initially from the computing sciences industry but as the lab school scales

up may also be selected from the education or healthcare industries. Consultants will have current industry experience and will assist on the following tasks including curriculum consultation and development, micro-credential development, internship placement facilitation, mentorship, or arranging/facilitating site visits for lab school students. Consultants will be selected, and hourly rates determined after this proposal is funded. Hourly rates will be determined based on expertise and specific tasks agreed upon.

#### OTHER DIRECT COSTS

### **Participant/Trainee Support**

Funds are requested from VDOE for stipends for teachers to attend professional learning and technical support sessions as well as micro-credentialing costs. Teacher stipends are budgeted for 30 teachers/year with a \$1,000 stipend (\$30,000 per year) and a 5-year total of \$150,000. Micro-credentialing costs are budgeted for \$250 each for 30 teachers/year (\$7,500 per year) with a 5-year total of \$37,500. When possible, professional learning will also be offered in the summer. Core subject teachers as well as teachers/faculty who teach PBL IT coursework will be included in this category.

### **Substitute Teacher Payments**

When appropriate and in some cases, this will be paid directly to the district for reimbursement of substitute teachers. When calculating the rate for substitutes, Mason will use the rate of pay currently used by Loudoun County Public Schools (approximately \$154/day) for 30 teachers/year (\$4,620 per year) with a 5-year total of \$23,100 requested from VDOE.

### Research Subject Payments – for Recruitment & Feedback

Funds are requested from VDOE for \$45,000 over 5 years for recruitment and feedback incentive payments. \$200/teacher for 30 teachers each year (\$6,000 per year) will be used as recruitment incentives while \$100/teacher for 30 teachers each year (\$3,000 per year) will be used for survey and focus group feedback incentives.

**Workshop & Professional Development Event Support** - Funds in the amount of \$10,000 per year are requested to support catered meals for workshops and professional development events for a total of \$50,000. Funds in the amount of \$5,000 per year are requested for Facility and AV Equipment Rentals for a total of \$25,000. Total Funds requested from VDOE to support professional development events \$75,000.

#### **GRA Health Insurance & Institutional (Tuition) Allowances**

Tuition is requested for each student during the academic year for 18 credits each (total of 36) at a rate of \$600.60/credit for a total of \$21,622 in year 1. A 5% escalation rate will apply each year to tuition for a total of \$93,192 for years 1-4. GMU will provide in-kind funds to support these costs.

A mandatory student fee of \$155 per credit hour is also included for 18 credits per student each year for a total of 36 credits and \$5,580 per year and \$22,320 over the four-year period for each student. GMU will provide in kind funds to support these costs.

Full-Time Graduate Student Health Benefits are budgeted at \$3,294/year for students who meet the minimum requirements for a total of \$26,352 for four years. GMU will provide in kind funds to support these costs.

### FACILITIES AND ADMINISTRATIVE COSTS (F&A)

George Mason University has a predetermined F&A rate of 27.3%, Modified Total Direct Costs (MTDC), approved by the Office of Naval Research for off campus adjacent other sponsored activities. Participant support costs, rental of Facilities and AV equipment, graduate student tuition and health insurance have all been excluded from the MTDC base. A total of \$889,448 is requested from VDOE over the project period to cover costs associated with the operations of the lab school that include the use of university resources such as legal counsel, human resources and payroll, technology support services, server space and equipment, facilities, utilities, risk management and insurance, sponsored programs administration, etc. With GMU using a MTDC base, the facilities and administrative costs requested from VDOE will be roughly 17% of the \$5,199,991 total projected expenditures.

Total Funds Requested from VDOE: \$4,360,000

Total Funds needed for sustainability by 2029-2030: \$840,000

Total Lab School Partnership Budget for 6 years: \$5,200,000

2. Start-up and five-year cash flow projections with clearly stated assumptions and indications of short- and long-term sources of revenue.

The ACCESS Academy will be offered at NOVA Loudoun, with an estimated cost per pupil of \$7,000, which covers all services provided to students by Loudoun County Public Schools. The cost per pupil is slightly higher given the novelty and innovation this school requires and the higher cost of living experienced in the northern Virginia area. GMU will provide in-kind resources and make pro-active efforts to secure external gift and grant funds for the project by the 2029-2030 school year. Dual enrollment courses that fulfill VDOE graduation requirements will be offered through NOVA Community College, which has a reimbursement agreement with the Commonwealth of Virginia.

3. Evidence of anticipated fundraising contributions, if applicable.

George Mason University has a robust and highly professional fundraising team generating over \$100 million in gifts and pledges in each of the last five years. A diversified, yet coordinated, fundraising program ensures that each College is a leading participant in this annual production. Philanthropic support will be sought for the lab school to enhance programming, to support advanced research and evaluation necessary to demonstrate effectiveness and the ability to scale, and to ensure high quality internships for students. Quantitative and qualitative research funding will also be sought as part of our sponsored research agenda and strategy. The college has already begun conversations with potential donors. Google, Inc has expressed interest in support for evaluation and best practices that will be necessary to scale the lab school project. Similarly, we are in discussions with Arnold Ventures who have strong interest in the lab school concept combined with Mason's ADVANCE program.

4. A description of the insurance coverage that the school will obtain. Types of insurance include general liability, health, and property.

George Mason University is an agency of the Commonwealth of Virginia and is self-insured by the Commonwealth of Virginia Risk Management Plan for all claims up to the maximum provided by the Code of Virginia for general liability and property. The Commonwealth of Virginia provides health insurance coverage to George Mason University employees.

5. A justification for each type of insurance coverage sought and evidence that the applicant has consulted with the affiliated public or private institution of higher education to ensure that the level of coverage is satisfactory.

Existing liability and property coverage provided under the Commonwealth of Virginia Risk Management is extended to support ACCESS Academy operations. Evidence of coverage is provided via a Certificate of Liability Coverage memorandum.

6. A sound facilities plan, including backup or contingency plans. Facilities information includes (1) the provision of suitable instructional space; (2) provisions for library services; (3) provisions for the safe administration and storage of student records and medications; (4) information regarding compliance with building and fire codes and compliance with the federal Americans with Disabilities Act; (5) general information on emergency evacuation plans; (6) information regarding site location and preparation; (7) the structure of operation and maintenance services; and (8) financial arrangements for facilities, including any lease arrangements with school divisions or other entities and whether debt will be incurred.

Students attending ACCESS Academy will be enrolled in their home school division. This includes access to all required components that students not attending the lab school in their home school division access. When lab school students attend courses at NOVA or Mason, they will continue to have access to all the resources at their base high school. At this time, it is not anticipated that there will be a need for financial agreements for facilities, including any lease agreements. NOVA Loudoun has identified available and suitable instructional space to launch and support ACCESS Academy for courses across all content areas.

Library services will be available onsite at NOVA Loudoun as part of the typical school day and staffed by a number of librarians. The library is easily accessible from the learning areas and provides opportunities for individual and group study and research. Resources included in the library include reading/browsing stacks, computer areas, multimedia storage, meeting areas, and electronic resource areas.

NOVA Loudoun includes a records vault, as required by Loudoun County Public Schools Educational Specifications and other school divisions for the safe storage of student records. Storage facilities are also built into appropriate classrooms and departmental areas of the building for safe storage of testing and instructional materials. NOVA Loudoun is also equipped with a Health Clinic. The Health Clinic is available for safe administration and storage of medications and is staffed with licensed and qualified personnel to provide services to students.

NOVA Loudoun is in compliance with building and fire codes. Regular fire safety inspections are performed by the Loudoun County Fire Marshall to ensure safety compliance. NOVA Facilities Services is responsible for routine preventive and corrective building & grounds maintenance services, facilities infrastructure repair & replacement, and energy conservation.

NOVA Loudoun is located in the heart of Loudoun County. The location offers convenient access to major roads, including Route 7 and Route 28. This allows for convenient access to students within Loudoun County and surrounding jurisdictions. The campus includes several athletic playing fields.

LCPS Central Offices will support ACCESS Academy for instructional services, special services, transportation, and professional development. The LCPS School Board received the planning grant application on February 22, 2024. It was also shared and discussed with individual board members during weekly meetings and co-presented by LCPS staff and Mason representatives at a public meeting of the Specialized programs and Centers (SPC) Committee on March 5, 2024. Letters of support have been provided by the LCPS Superintendent and the Board Chair.

7. A description of whether transportation services will be provided. If transportation is to be provided, please indicate whether the school will contract for transportation with the local education agency or another entity. Please indicate whether transportation will be provided to all students attending the school.

LCPS will provide transportation services consistent with transportation services available to all students in the division for students attending the lab school from Loudoun County Public Schools. They will also provide transportation for field trips and related programming which may take lab school students to FUSE at Mason Square. Students from other school divisions who attend the lab school will have transportation arranged through their home school division.

8. A description of transportation services for students with disabilities. (Section 22.1-221 A of the *Code of Virginia* states that "[e]ach disabled child enrolled in and attending a special education program provided by the school division pursuant to any of the provisions of § 22.1-216 or § 22.1-218 shall be entitled to transportation to and from such school or class at no cost if such transportation is necessary to enable such child to obtain the benefit of educational programs and opportunities.")

Loudoun County Public Schools will provide transportation services consistent with transportation services available to all students, including students with disabilities, in the division and in accordance with local, state, and federal guidance and laws including the provisions of § 22.1-216 or § 22.1-218. LCPS will also provide transportation for field trips and related programming which may take lab school students to FUSE at Mason Square. Students from other school divisions who attend the lab school will have transportation arranged through their home school division.

9. A description of food service operations and all other significant operational or ancillary services to be provided.

Loudoun County Public Schools will provide food services to ACCESS Academy students during the school day consistent with food services available to all other students in the division.

*VI. Placement Plan:* The following components must be addressed:

1. Identification of a member of the school's leadership who will serve as a single point of contact for all activities that may need to take place in order for the school to close, including but not limited to the transfer of students to another school, the management of student records, and the settlement of financial obligations. Please include contact's name, title, email address, and phone number.

Ingrid Guerra-López, Ph.D.
Dean, College of Education and Human Development
George Mason University
<a href="mailto:iguerral@gmu.edu">iguerral@gmu.edu</a>
703-993-2004

2. A notification process for parents/guardians of students attending the school and teachers and administrators of the termination or revocation of the contract.

A systemized notification process will be used if ACCESS Academy should close. After official notification to the Virginia Department of Education, a phone call will be made to each parent/guardian with a child enrolled in the school. This call will be followed by an official letter from the Director of ACCESS Academy.

3. A notification process to parents/guardians of students attending the college partnership laboratory school of alternative public school placements within a set time period from the date of termination or revocation of the contract.

In addition to the process described above, a letter will be sent to the Director of the ACCESS Academy school site, copied to the division superintendents of all attending students.

4. Provisions for ensuring that student records are provided to the parent or guardian or another school identified by the parent or guardian within a set time period. If the student transfers to another school division, provisions for the transfer of the student's record to the school division to which the student transfers upon the request of that school division. (See § 22.1–289 of the Code of Virginia).

In accordance with § 22.1-289 of the Code of Virginia, student records will be available to parents upon request, and records will be transferred upon request to another school division within two weeks. The Director of the lab school will handle transcript requests to transfer records to requesting school divisions.

5. A placement plan for school employees that details the level of assistance to be provided within a set period of time from the termination or revocation of the contract.

In the event that a decision is made to end the lab school program and close ACCESS Academy, students and their families, faculty. and staff will be notified of the closure and arrangements made to allow students to complete their course of study at Mason. Dependent upon the type of employment

contract and/or category personnel are hired under for the lab school, there is the possibility of reassignment to another unit within the University, based upon University needs and the qualifications and experience of said personnel.

6. A close-out plan related to financial obligations and audits, the termination of contracts and leases, and the sale and disposition of assets within a set period of time from the termination or revocation of the contract. The plan shall include the disposition of the schools' records and financial accounts upon closure.

George Mason University and Northern Virginia Community College will follow the standard procedure as required by SCHEV and SACS-COC for closure of a program. SACS-COC requires a teach out for programs that are closing. There are no other agreements that will require dissolution.

The Code of Virginia, §42.1-85, requires that Mason establish and maintain an active, continuing program for the economical and efficient management of records. George Mason University is required to adhere to all schedules published by the Library of Virginia. Employees of Mason are responsible for ensuring that University Records are preserved, maintained, and accessible throughout their lifecycle. Virginia records laws and retention schedules are applicable to all public officers and employees with the goal to promote and ensure that the procedures used to manage and preserve public records will be consistent throughout all state agencies. Information on records retention and disposition schedules especially pertinent to colleges and universities in the Commonwealth are found in General Schedule GS-111 (https://www.lva.virginia.gov/agencies/records/sched\_state/GS-111.pdf).

### VIII. Other Assurances and Requirements: The following components should be addressed:

1.A description of the college partnership laboratory school's policies and procedures for compliance with the federal *Family Educational Rights and Privacy Act* and records retention schedules consistent with guidance issued by the Library of Virginia.

ACCESS Academy will operate under George Mason University Policy 1122 (<a href="https://universitypolicy.gmu.edu/policies/ferpa-compliance/">https://universitypolicy.gmu.edu/policies/ferpa-compliance/</a>) which outlines records retention and the Family Educational Rights and Privacy Act (FERPA). The lab school will also follow the regulations set forth in the policies of the Library of Virginia.

2. Evidence that the proposed college partnership laboratory school programs, services, and activities will operate in accordance with all applicable federal and state laws and regulations, including the *Virginia Freedom of Information Act*.

Mason, NOVA, and LCPS currently operate in accordance with all federal and state laws and regulations including the Virginia Freedom of Information Act. Mason's policy for responding freedom of information requests is University Policy 1117 (<a href="https://universitypolicy.gmu.edu/policies/responding-to-virginia-freedom-of-information-act-foia-requests-for-records/">https://universitypolicy.gmu.edu/policies/responding-to-virginia-freedom-of-information-act-foia-requests-for-records/</a>) and those wishing to obtain public records can obtain additional information through this link: <a href="https://www.gmu.edu/about/integrity-and-standards/FOIA">https://www.gmu.edu/about/integrity-and-standards/FOIA</a>.

The relevant links for NOVA and LCPS concerning FOIA and the Virginia Freedom of Information Act are also provided below.

NOVA FOIA Policy and Record Request Information -

https://www.nvcc.edu/foia/#:~:text=NOVA%20provides%20some%20of%20the,the%20remainder%20of%20the%20record

LCPS FOIA Policy and Record Request Information - <a href="https://www.lcps.org/foia">https://www.lcps.org/foia</a>

3. A listing of all waivers to state regulations needed for the college partnership laboratory school at the time of its opening. This does not preclude a college partnership laboratory school from requesting additional waivers once the school is operational.

At the current time, ACCESS Academy does not intend to apply for any waivers.

4. A description of any collaborative partnerships that may be made with public school divisions to enhance opportunities for all Virginia students, from preschool to postsecondary. An educational program provided to students enrolled in a public school division pursuant to a collaborative partnership between the college partnership laboratory school and the public school division shall be considered to be the educational program of the public school division for purposes of the SOA. (See § 22.1-349.3 G of the Code of Virginia.)

George Mason University and Northern Virginia Community College currently partner with Loudoun County Public Schools to provide academic programming opportunities to their students. Loudoun County Public Schools offers many dual enrollment pathways and students are able to take college courses that apply to transferable credits, certificates, and degrees in a variety of subject areas. These programs are listed in the LCPS Program of Studies and currently open to all qualified students. ACCESS Academy will offer specialized on and off ramps combining dual enrollment and information technology coursework with innovative pedagogical practices. Relationships and collaborative partnerships will also be established with sending school districts to ensure smooth operation of the lab school, enhanced opportunities for students, and facilitate cooperation with transcript and other requests.

5. A description of all agreements that the applicant may need in the contract with the Board related to the release of the college partnership laboratory school from state regulations, consistent with the requirements in § 22.1-349.3 B of the Code of Virginia, including the approval of an Individual School Accreditation Plan. Section 22.1-349.4 of the Code of Virginia states that "[i]f the college partnership laboratory school application proposes a program to increase the educational opportunities for at-risk students, the Board of Education may approve an Individual School Accreditation Plan for the evaluation of the performance of the school."

n/a

6. A description of how the applicant and members of the governing board will disclose any conflicts of interest, which would include a personal interest in any transactions involving the college partnership laboratory school, including information regarding

the frequency with which such disclosures will be made. (See § 2.2-3114 of the Code of Virginia.)

The board will be required to submit all disclosures regarding financial conflicts of interest on an annual basis. ACCESS Academy will comply with federal regulations and utilize policies and procedures already established by George Mason's Office of Research Integrity and Assurance and according to University Policy Number 4001 (<a href="https://universitypolicy.gmu.edu/policies/financial-conflicts-of-interest-in-university-contracts-with-businesses-under-virginia-law/">https://universitypolicy.gmu.edu/policies/financial-conflicts-of-interest-in-university-contracts-with-businesses-under-virginia-law/</a>).

7. Conflict of interest disclosure(s) by the applicant and/or members of the governing board in the proposed school. This includes any relationships that parties may have with vendors performing services at the school.

There are no conflicts of interest to disclose at this time.

#### Part C: Assurances

<u>Assurances in the Code of Virginia:</u> The assurances in the Code of Virginia represent the policies and procedures that must be developed and addressed in the application by the college partnership laboratory school to carry out the provisions of the law. By signing and submitting this application for a college partnership laboratory school, the applicant expressly assures the Board of the following:

No tuition will be charged to students attending the college partnership laboratory school, except as described in subsection E of § 22.1-349.3 of the *Code of Virginia*. The school will be nonreligious in its admission policies, employment practices, instruction, and all other operations.

The proposed college partnership laboratory school programs, services, and activities will operate in accordance with all applicable federal and state laws and regulations (including the federal *Americans with Disabilities Act*, the federal *Individuals with Disabilities Education Improvement Act*, Section 504 of the federal *Rehabilitation Act of 1973*, and the *Virginia Freedom of Information Act*) and constitutional provisions prohibiting discrimination on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, or need for special education services.

The applicant will take all actions necessary to enter into a contract with the Board no later than nine (9) months prior to the opening date of the college partnership laboratory school.

The school leadership of the college partnership laboratory school will be retained on contract no later than six (6) months prior to the opening date of the school.

An assurance that the applicant will meet the condition in § 22.1-349.9 of the *Code of Virginia*, which state that "teachers who work in a college partnership laboratory school shall hold a license issued by the Board or, in the case of an instructor in the Board-approved teacher education program of the institution of higher education, be eligible to hold a Virginia teaching license. Teachers working in a college partnership laboratory school shall be subject to the requirements of §§ 22.1-296.1, 22.1-296.2, and 22.1-296.4 applicable to teachers employed by a local school board."

All initial requests for waivers from the Board will be made no later than six (6) months prior to the opening date of the school. (This does not preclude a college partnership laboratory school from working with the local school board to request additional waivers once the school is operational.)

The applicant must assure knowledge of the *Virginia State and Local Government Conflict of Interest Act* (§ 2.2-3100 et seq. of the *Code of Virginia*) and the applicable Virginia public procurement law (§ 23.1-1017 of the *Code of Virginia* and Chapters 76 and 77 of the Acts of Assembly of 2021, Special Session 1).

<u>Assurances approved by the Virginia Board of Education</u>: By signing and submitting this application for a college partnership laboratory school, the applicant expressly assures the Board of the following:

If this application is approved, the applicant will take all actions necessary to enter into a contract with the Board not later than nine (9) months prior to the opening date of the college partnership laboratory school.

If the application is approved, the leadership of the college partnership laboratory school will be retained on contract no later than six (6) months prior to the opening date of the school.

All initial requests for waivers from the Board will be made by the local school board, on behalf of the applicant, no later than six (6) months prior to the opening date of the school. (This does not preclude a college partnership laboratory school from working with the Board to request additional waivers once the school is operational.)

The applicant assures knowledge of the *Virginia State and Local Government Conflict of Interest Act* (§ 2.2-3100 et seq. of the *Code of Virginia*) and the applicable Virginia public procurement law (§ 23.1-1017 of the *Code of Virginia* and Chapters 76 and 77 of the Acts of Assembly of 2021, Special Session 1).

Pursuant to the requirements, I hereby certify that to the best of my knowledge, the information in this application is correct; the applicant has addressed all application elements that pertain to the proposed college partnership laboratory school; and that the applicant understands and will comply with the assurances listed above.

| Name of Authorized Official: <u>Maggie Ewell</u> | Title: <u>Director</u> , <u>Pre-Award</u> |
|--|---|
| TATES FOR CONTROLLED FOR A PARTY.                |   |
| Signature of Authorized Official 9D1E585A4DEA498 | Date:                                     |



## Office of the Provost

4400 University Drive, MS 3A2, Fairfax, Virginia 22030 Phone: 703-993-8770

August 9, 2023

Attn: College Partnership Lab School Standing Committee

Re: George Mason University College Partnership Laboratory School Application

Dear Review Committee Members:

On behalf of George Mason University's (GMU), I am pleased submit this letter of strong support our university's application for a College Partnership Laboratory School.

Our proposed *ACCESS Academy* will enhance the Commonwealth's ability to provide all students, including those who have been traditionally underserved, with opportunities to pursue two- and four-year college degrees. It also is intended to enhance their earning potential upon high school graduation through focused development of employability skills and paid internships. This will be attained in collaboration with industry partners in high-demand and well-compensated jobs, with an emphasis on information technology fields.

The proposed ACCESS Academy will leverage the combined strengths of our partnership with Fairfax County Public Schools and Northern Virginia Community College. It also will leverage our proven track record of engaging seamless high school to college pathways that provide students with critical wrap-around services, such as the ADVANCE partnership between GMU and the Northern Virginia Community College. This initiative also will integrate pedagogical innovations, such as an integration of problem-based learning with state-of-the-art research and technologies, as well as collaborating with industry to prepare well-trained and highly-skilled employees in fields that emphasize information technology.

We look forward to your review. We also would be pleased to provide any additional information that you may request of require.

Sincerely,

Mark R. Ginsberg, Ph.D.

Mark P. IsmiC

Provost, Executive Vice President and Professor



Lab School Application Committee c/o Dr. Ingrid Guerra-López College of Education and Human Development George Mason University 4400 University Drive, MS 2F1 Fairfax, VA 22030

February 28, 2024

Dear Review Committee Members:

On behalf of the Loudoun County School Board, I am pleased to submit this letter of support for George Mason University's application for a College Partnership Laboratory School with Loudoun County Public Schools (LCPS) as a school district partner.

I understand that the proposed Accelerated College and Employability Skills (ACCESS) Academy will provide at-risk students in Loudoun County with educational opportunities that will lead to high-demand and well-compensated career opportunities in informational technology. The plan for students to simultaneously complete their high school requirements while accessing quality experiences that will lead to certifications and two- and four-year degrees is an innovative approach that will lead to our students being successful after high school.

ACCESS Academy will also increase our students' earning potential upon high school graduation through its concentrated development of employability skills and internships. I look forward to the opportunity to collaborate with George Mason University on this project. It would be a meaningful addition to our school district that would have a life-changing impact on the lives of LCPS students.

Sincerely,

Melinda Mansfield School Board Chair

Loudoun County School Board



Lab School Application Committee c/o Dr. Ingrid Guerra Lopez College of Education and Human Development George Mason University 4400 University Drive, MSN-XXX Fairfax, VA 22030

August 3, 2023

#### **Dear Committee Members:**

On behalf of Northern Virginia Community College (NOVA), we are pleased to express our support for George Mason University's (GMU) College Partnership Laboratory School Application as a collaborating partner institution. We understand that the proposed Access Academy will provide exemplary educational experiences leading toward certificates, two- and four-year degrees to traditionally underserved students who have not historically had access to high-demand and well-compensated jobs in Information Technology fields. The four pillars of ACCESS Academy 1) wrap around supports, 2) innovative teaching and learning methods in problem-based learning, 3) transdisciplinary collaboration, and 4) learn and earn opportunities, along with intentional co-development of curriculum and work-based learning experiences with industry partners will provide transformative opportunities for participating 9<sup>th</sup>-12<sup>th</sup> grade students.

NOVA has a long history of mutually beneficial partnership activities with GMU, and the opportunity to collaborate on this innovative endeavor for underserved students is consistent with the mission, vision, and strategic plans of both institutions. Specifically, the mission and vision of ACCESS Academy align with NOVA Strategic Plan Goal 2: Objective 3: *Develop comprehensive*, fully integrated informed pathways for every program to ensure seamless transitions from high school and other entry points to NOVA and NOVA to four-year transfer institutions of the workforce. ACCESS Academy will leverage the strengths of Fairfax County Public Schools, NOVA and GMU to address market demands, open pathways for traditionally underserved students, and prepare highly skilled employees in Information Technology fields.

This letter confirms our commitment as a partner in the proposal being offered by George Mason University for collaboration around the establishment of ACCESS Academy. We support our faculty and leaders' continued engagement in this initiative, as we believe participation will be transformative not only for underserved students seeking careers in Information Technologies, but also in terms of our engagement with industry leaders, and university faculties' pedagogy and practices in problem-based learning. We look forward to this new dimension of our partnership.

Sincerely,

Eun-Woo Chang, Ph.D.

Cun-Woo Chang

Vice President of Academic Affairs and Chief Academic Officer

Northern Virginia Community College

Vice President for Academic Affairs/ and Chief Academic Officer

4001 Wakefield Chapel Road, Annandale, VA 22003

Phone: 703-323-3459

www.nvcc.edu www.cao.nvcc



Lab School Application Committee c/o Dr. Ingrid Guerra-López College of Education and Human Development George Mason University 4400 University Drive, MS 2F1 Fairfax, VA 22030

February 16, 2024

Dear Review Committee Members:

On behalf of Loudoun County Public Schools (LCPS), we are pleased to support George Mason University's College Partnership Laboratory School application as a collaborating partner. We understand that the proposed Accelerated College and Employability Skills (ACCESS) Academy will provide innovative educational experiences for students that will lead to certifications and two-and four-year degrees as well as support at-risk students who have not historically had access to high-demand and well-compensated jobs in information technology fields.

The innovative problem-based learning curriculum combined with work-based learning experiences, credit and credentialing opportunities, wraparound support, and industry partnerships will provide transformative opportunities for many of our LCPS students. The mission and vision are also consistent with our mission, vision, and core values.

Loudoun County Public Schools has a long history of partnership with George Mason University and the opportunity to collaborate on this innovative project is consistent with our Strategic Plan (ONE LCPS 2027), specifically Goal 1, Empowered Students – Action 1.2 Multiple, Accessible Pathways to Success: LCPS will expand student access to participate in specialized educational opportunities.

This letter confirms our commitment as a school district partner for the proposal being offered by George Mason University. We look forward to the opportunity to bring ACCESS Academy to LCPS students and families and offer a program that will allow our students to learn skills that will prepare them for high-demand careers.

Sincerely,

Aaron Spence, Ed.D.

Superintendent

Loudoun County Public Schools



Google LLC 1600 Amphitheatre Parkway Mountain View, CA 94043

650 253-0000 main Google.com

April 23, 2024

Dear Lab School Committee Members:

Google is excited to support the Accelerated College and Employability Skills (ACCESS) Academy, the partnership among George Mason University (Mason), Northern Virginia Community College (NOVA), and Loudoun County Public Schools (LCPS) because it will use an early college model to enact three foundational innovations intended to support the transition of traditionally underrepresented, underserved learners into high demand careers, with a primary focus on technology.

The mission of ACCESS Academy is to provide new innovative pathways for traditionally underserved students toward high demand, well compensated careers, while simultaneously working toward two- and four-year degrees to maximize their earning potential over their work life. Google fully endorses this mission.

In addition to serving as an industry resource, Google will make available free licenses for our novel credentialing course - Al Essentials. Each Lab School Student will have access to the 20-hour course and completion certificate free of charge. This in-kind donation is part of a larger offering to George Mason University of 500 licenses and is valued at up to \$120,000.

In addition, Google has provided philanthropic support to the College of Education and Human Development to support the creation and build of the Lab School. This \$125,000 gift is an early commitment, and the College is invited to submit proposals for additional support for the project. Discussions are already underway.

ACCESS Academy recognizes the urgent need for transformative education to empower at-risk students. By offering innovative pathways that lead to high-demand careers, alongside certificates and college degrees, they are paving the way for a brighter future. Google is equally committed to this goal, and we look forward to a robust partnership with George Mason University's College of Education and Human Development and ACCESS Academy.

Sincerely,

Esther Owolabi DMV Education Partnerships Manager Google LLC



George D. Thomas

President (773) 331-0294 georgethomas@connecteddmv.org

April 19, 2024

Commonwealth of Virginia Department of Education James Monroe Building 101 N 14th St Richmond, VA 23219

Dear Lab School Committee Members:

Connected DMV is pleased to provide this letter of support for the Accelerated College and Employability Skills (ACCESS) Academy, led by George Mason University (Mason), in partnership with Northern Virginia Community College (NVCC) and Loudon County Public Schools (LCPS).

Our organization helps solve complex regional challenges and deliver results that empower and enrich the lives of all. We work together toward a shared vision to develop new, transformational approaches that eliminate social inequities and renew economic prosperity throughout our region.

Connected DMV is dedicated to increasing access to tech talent and STEM education. Since 2020, Connected DMV has been organizing and hosting the DMV K14 Working Group which consists of key K12 and 2YI educational institutions (including GMU, NVCC and LCPS) with a focus on increasing collaboration, developing alternate pathways to careers, and increasing access to emerging technology opportunities. The innovative problem-based learning curriculum proposed for the ACCESS Academy, combined with work-based learning experiences, credit and credentialing opportunities, and wraparound support, aligns to the regional ambition and will provide transformative opportunities for traditionally underrepresented, underserved learners. Connected DMV strongly supports the ACCESS application, and we look forward to collaborating with George Mason University on this effort.

Sincerely,

George D. Thomas President



April 22, 2024

Dear Lab School Committee Members:

Peraton is pleased to provide this letter of support for the Accelerated College and Employability Skills (ACCESS) Academy, led by George Mason University (Mason), in partnership with Northern Virginia Community College (NVCC) and Loudoun County Public Schools (LCPS).

At Peraton, we firmly believe that Peraton's business outcomes, customer solutions, and community partnerships are better as a result of the unique backgrounds, perspectives, and experiences that our employees bring to Peraton each and every day. We are committed to making a positive impact in the Northern Virginia communities where many of our employees and their families live and work.

Peraton is dedicated to increasing access to tech talent and computing education. The innovative problem-based learning curriculum proposed for the *lab school*, combined with work-based learning experiences, credit and credentialing opportunities, and wraparound support, will provide transformative opportunities for traditionally underrepresented, underserved learners. Peraton strongly supports the ACCESS application, and we look forward to collaborating with George Mason University on this effort.

Laila Salguero

Chief Diversity, Equity & Inclusion Officer

## EXHIBIT C

### ACCESS ACADEMY GOVERNING BOARD BYLAWS

#### **Governing Board Bylaws**

#### ARTICLE I NAME, DESCRIPTION, AND PURPOSE

George Mason University (Mason) has established a Virginia lab school known as the Accelerated College and Employability Skills (ACCESS) Academy (hereinafter referred to as "ACCESS Academy") pursuant to *Code of Virginia* § 22.1-349.1 and associated regulations of the Virginia Department of Education. Mason will work with Northern Virginia Community College (NVCC) and Loudoun County Public Schools (LCPS) (collectively the "Collaborating Partners") on the operations of ACCESS Academy. ACCESS Academy provides, through partnerships with private industry and institutions of higher education, an innovative program of studies for students from throughout the Commonwealth of Virginia to graduate with both a Virginia high school diploma and college credits that meet requirements for associate's and bachelor's degrees in information technology as well as opportunities for internships, mentorships, and industry credentialing.

#### ARTICLE II GOVERNING BOARD

The Governing Board ("Board") shall operate ACCESS Academy, as authorized by Section 22.1-349.1 of the *Code of Virginia* and consistent with the regulations of the Virginia Department of Education. The Board shall be under the control of Mason and is an arm of Mason.

#### **Section 1 – Board Composition**

The Board may include the voices of a range of stakeholders including industry, parents, and community members. Mason shall select and shall have the ability to remove all members of the Board, in consultation with the Collaborating Partners. The Dean of the College of Education and Human Development (GMU), the Chief Academic Officer of NVCC, the Superintendent of LCPS or their designee, the Director of ACCESS Academy, and the ACCESS Academy Digital Innovation Lead will be the initial voting members. Mason may appoint additional members to the Board at its discretion, in consultation with the Collaborating Partners.

There will also be two (2) parent members nominated by the Loudoun County School Board, two (2) industry or chamber representatives, and two (2) community representatives. These six members will be appointed as advisory, non-voting, representatives to the Board. These representatives will be selected and may be removed by Mason, in consultation with the Collaborating Partners.

To ensure continuity on the Board, the first term for the appointed members of or representatives to the Board will be either 2- or a 3-years and then move to 2-year terms for subsequent terms. The duration of the initial terms shall be determined by Mason, in consultation with the Collaborating Partners. There will be no term limits. The Board shall establish the beginning dates that respective Board members and representatives will serve. If a member of the Board or a representative to the

Board leaves the Board before the end of their term, Mason shall appoint a new person to fill vacancies for the unexpired term, in consultation with the Collaborating Partners.

#### Section 2 – Board Committee Structure

The Board shall establish committees, as necessary, to carry out its responsibilities or fulfill a need regarding ACCESS Academy. Both members and non-voting representatives may serve on committees.

#### Section 3 – Officers

The Chair of the Board will be the Dean of the College of Education and Human Development at George Mason University.

The Vice-Chair position will be rotated every three (3) years between the LCPS Superintendent or designee and the NVCC Chief Academic Officer, with LCPS assuming the Vice-Chair position initially. In the event that neither remains on the Board, the Board shall elect a Vice-Chair. In the event of the absence of the Chair, the Vice-Chair will preside over meetings.

#### ARTICLE III MEETINGS

#### Section 1 – Calendar

The Board shall establish and approve an annual calendar of quarterly meetings in September each year. Additional meetings may be scheduled as necessary, with proper notice given to all Board members.

#### **Section 2 – Notice**

At least three (3) business days before a scheduled meeting, all Board members must receive a notification of the time and place of the meeting. This notice should include a draft agenda and relevant documents for review.

#### Section 3 - Board Agenda

The Chair, with the assistance of the Program Assistant, is responsible for preparation and distribution of an agenda. All items to be included on the agenda shall be in writing at least three days days prior to the meeting. No new items shall be considered for Board action that do not appear on the agenda, except by vote of approval by two-thirds of the Board's members.

#### Section 4 – Quorum

A majority of the Board members shall constitute a quorum for any meeting. Unless otherwise

required by "Robert's Rules of Order, Revised", a majority vote of those present is required to approve any action item.

#### **Section 5 – Minutes and Documentation**

A Program Assistant employed by GMU shall serve as a clerk to the Board and keep a record of the Board's proceedings. The Program Assistant will also be responsible for providing notice of meetings and documents to Board members. The Program Assistant shall not be a member of the Board.

#### **Section 6 – Parliamentary Procedures**

The rules contained in "Robert's Rules of Order, Revised" shall govern the operation of the Board in all cases to which they are applicable and in which they are not inconsistent with the Bylaws or any procedures adopted by the Board.

#### **Section 7 – Emergency Meetings**

The Chair is authorized to call an Emergency Meeting of the Board as needed and to waive any rules or requirements of these Bylaws as needed to conduct an Emergency Meeting.

#### ARTICLE IV - Authority of the ACCESS Academy Governing Board

The powers and duties of the Board shall include, but not be limited to, the following:

- 1. Creating, managing, administering, and operating the ACCESS Academy.
- 2. To provide governance of ACCESS Academy including the establishment of school policies and making decisions for the school.
- 3. To adopt such bylaws and policies as are necessary for the efficient operation of ACCESS Academy.
- 4. To establish and manage the business, property, and affairs and to provide for the operation of ACCESS Academy.
- 5. To exercise authority as may be provided under the laws of the Commonwealth of Virginia.

#### ARTICLE V ADDITIONAL MEMBERS

#### **Section 1 – Additional Board Members**

Should other Virginia school divisions become Collaborating Partners in ACCESS Academy, this

Board may also be expanded. Stakeholders from industry, parent, and/or community members may be appointed as non-voting representatives to the Board by Mason, following collaboration with the Collaborating Partners and any new Collaborating Partners. However, at all times Mason

employees must make up a majority of the Board.

The school board of a new Collaborating Partner as set forth in Section 1 above must provide the Board and the Virginia Board of Education a statement of assurance that it intends to participate

in ACCESS Academy for a minimum of three (3) years.

**ARTICLE VI AMENDMENTS TO BY-LAWS** 

Section 1 – Amendment Procedure

These Bylaws may be amended by a two-thirds majority vote of the Board, provided the proposed amendment has been introduced and discussed at a prior meeting. Proposed amendments must be submitted in writing to all members of the Governing Board at least ten (10) days prior to the

meeting at which they will be considered.

**ARTICLE VII** ADDITIONAL PROVISIONS

**Section 1 – Adoption** 

These Bylaws shall be adopted upon approval by the Board and shall supersede any previous bylaws

or governing documents of ACCESS Academy.

**Section 2 – Ratification** 

These Bylaws are hereby ratified and adopted by the Board of the ACCESS Academy on [Date of

Adoption].

**Signature**: [Signature of Chair]

Date: [Date of Adoption]

4

# EXHIBIT D ACCESS ACADEMY COURSE OF STUDY





#### ACCESS Course of Study for Students Entering in 9th Grade

| Location | Potomac Falls H.S.                                     | Potomac Falls H.S.                 | Fuse at Mason<br>Square  | Fuse at Mason<br>Square   |
|----------|--|------------------------------------|--|---|
| Periods  | Grade 9  | Grade 10                           | Grade 11   | Grade 12  |
| 1        | English 9 (LCPS)                                       | English 10 (LCPS)                  | DE ENG 111/112<br>College<br>Composition<br>(NOVA)   | DE ENG 246<br>American Literature<br>(NOVA)   |
| 2        | Algebra 1 and/or<br>Geometry (LCPS)                    | Algebra 2 (LCPS)                   | DE MTH 161<br>Precalculus I<br>(NOVA)  |   |
| 3        | Earth Science<br>(LCPS)                                | Biology (LCPS)                     | DE SDV 101<br>ACCESS College<br>Skills (S1 - NOVA)<br>DE PHY 100<br>Elements of Physics<br>(S2 - NOVA)                             |   |
| 4        | World History II SP<br>(LCPS)                          | DE US History<br>(LCPS)            |  | DE PLS 135 U.S.<br>Government &<br>Politics (NOVA)  |
| 5        | Health/PE 9 (LCPS)                                     | Health/PE 10<br>(Driver ed - LCPS) |  |   |
| 6        | CIS (LCPS)   | Adv CIS (LCPS)                     | DE ITD 145 Applied Data Science Techniques (S1 - NOVA)  DE ITE 221 PC Hardware & O/S Architecture (S2 - NOVA)                      | IT 213 Multimedia<br>and Web Design<br>(S1 - Mason)<br>IT 223 Information<br>Security<br>Fundamentals (S2 -<br>Mason) |
| 7        | ACCESS Academy<br>(prep/study skills<br>course) (LCPS) | Personal<br>Finance/Ecom<br>(LCPS) | DE ITN 100<br>Introduction to<br>Telecommunications<br>(S1 - NOVA)<br>DE ITD 256<br>Advanced Database<br>Management (S2 -<br>NOVA) | Senior Design<br>Capstone 1 (S1 -<br>Mason)<br>Senior Design<br>Capstone 1 (S2 -<br>Mason)                            |

| Location                        | Potomac Falls H.S. | Potomac Falls H.S. | Fuse at Mason<br>Square | Fuse at Mason<br>Square |
|---------------------------------|--------------------|--------------------|-------------------------|-------------------------|
| Periods                         | Grade 9            | Grade 10           | Grade 11                | Grade 12                |
| End of Grade # of<br>HS Credits | 7 (minimum)        | 14 (minimum)       | 19 (minimum)            | 23 (minimum)            |
| End of Grade<br>College Credits |                    |                    | 28 credits              | 46 credits              |

NOVA-taught courses Mason-taught courses LCPS-taught courses

For academic year 2024-2025, incoming junior and senior ACCESS Academy students will also take precalculus preparation and DE ITE 152 - Introduction to Digital and Information Literacy and Computer Applications (NOVA) during the ACCESS Summer Bridge Program. This mandatory program will run between June \_\_ and August \_\_, 2025 at the Fuse Center, George Mason University.





#### ACCESS Course of Study for Students Entering in 10th Grade

| Location | Potomac Falls H.S. | Potomac Falls H.S.                 | Fuse at Mason<br>Square  | Fuse at Mason<br>Square   |
|----------|--------------------|------------------------------------|--|---|
| Periods  | Grade 9            | Grade 10.                          | Grade 11   | Grade 12  |
| 1        |                    | English 10 (LCPS)                  | DE ENG 111/112<br>College<br>Composition<br>(NOVA)   | DE ENG 246<br>American Literature<br>(NOVA)   |
| 2        |                    | Algebra 2 (LCPS)                   | DE MTH 161<br>Precalculus I<br>(NOVA)  |   |
| 3        |                    | Biology (LCPS)                     | DE SDV 101<br>ACCESS College<br>Skills (S1 - NOVA)<br>DE PHY 100<br>Elements of Physics<br>(S2 - NOVA)                             |   |
| 4        |                    | DE US Virginia<br>History (LCPS)   |  | DE PLS 135 U.S.<br>Government &<br>Politics (NOVA)  |
| 5        |                    | Health/PE 10<br>(Driver ed - LCPS) |  |   |
| 6        |                    | Adv CIS (LCPS)                     | DE ITD 145 Applied Data Science Techniques (S1 - NOVA)  DE ITE 221 PC Hardware & O/S Architecture (S2 - NOVA)                      | IT 213 Multimedia<br>and Web Design<br>(S1 - Mason)<br>IT 223 Information<br>Security<br>Fundamentals (S2 -<br>Mason) |
| 7        |                    | Personal<br>Finance/Ecom<br>(LCPS) | DE ITN 100<br>Introduction to<br>Telecommunications<br>(S1 - NOVA)<br>DE ITD 256<br>Advanced Database<br>Management (S2 -<br>NOVA) | Senior Design<br>Capstone 1 (S1 -<br>Mason)<br>Senior Design<br>Capstone 1 (S2 -<br>Mason)                            |

| Location                        | Potomac Falls H.S. | Potomac Falls H.S. | Fuse at Mason<br>Square | Fuse at Mason<br>Square |
|---------------------------------|--------------------|--------------------|-------------------------|-------------------------|
| Periods                         | Grade 9            | Grade 10.          | Grade 11                | Grade 12                |
| End of Grade # of<br>HS Credits | 7 (minimum)        | 14 (minimum)       |                         |                         |
| End of Grade<br>College Credits |                    |                    |                         |                         |

NOVA-taught courses Mason-taught courses LCPS-taught courses

For academic year 2024-2025, incoming sophomores will need the following prerequisite courses:

- English 9
- Algebra I & Geometry (1 VC)
- Earth Science (1 VC) (could replace Earth Science with Biology, student would need to enroll in either Chemistry or Earth Science in 10th grade)
- World History 1 or 2 (1 VC)
- Health & P.E. 9
- CIS
- Elective





#### ACCESS Course of Study for Students Entering in 11th Grade

| Location                        | Potomac Falls H.S. | Potomac Falls H.S. | Fuse at Mason<br>Square  | Fuse at Mason<br>Square   |
|---------------------------------|--------------------|--------------------|--|---|
| Periods                         | Grade 9            | Grade 10           | Grade 11   | Grade 12  |
| 1                               |                    |                    | DE ENG 111/112<br>College<br>Composition<br>(NOVA)   | DE ENG 246<br>American Literature<br>(NOVA)   |
| 2                               |                    |                    | DE MTH 161<br>Precalculus I<br>(NOVA)  | DE ITD 145 Applied Data Science Techniques (S1 - NOVA)  DE ITE 221 PC Hardware & O/S Architecture (S2 - |
|                                 |                    |                    |  | NOVA)   |
| 3                               |                    |                    | DE SDV 101<br>ACCESS College<br>Skills (S1 - NOVA)   | IT 213 Multimedia<br>and Web Design<br>(S1 - Mason)   |
|                                 |                    |                    | DE PHY 100<br>Elements of Physics<br>(S2 - NOVA)   | IT 223 Information<br>Security<br>Fundamentals (S2 -<br>Mason)  |
| 4                               |                    |                    | DE 121/122 US<br>Virginia History<br>(NOVA)  | DE PLS 135 U.S.<br>Government &<br>Politics (NOVA)  |
| 5                               |                    |                    | DE ITN 100 Introduction to Telecommunications (S1 - NOVA)  DE ITD 256 Advanced Database Management (S2 - NOVA) | Senior Design Capstone 1 (S1 - Mason)  Senior Design Capstone 1 (S2 - Mason)                            |
|                                 |                    |                    |  |   |
| End of Grade # of<br>HS Credits | 7 (minimum)        | 14 (minimum)       |  |   |
| End of Grade                    |                    |                    |  |   |

| Location        | Potomac Falls H.S. | Potomac Falls H.S. | Fuse at Mason<br>Square | Fuse at Mason<br>Square |
|-----------------|--------------------|--------------------|-------------------------|-------------------------|
| Periods         | Grade 9            | Grade 10           | Grade 11                | Grade 12                |
| College Credits |                    |                    |                         |                         |

NOVA-taught courses Mason-taught courses LCPS-taught courses

For academic year 2024-2025, incoming junior and senior ACCESS Academy students will also take precalculus preparation and DE ITE 152 - Introduction to Digital and Information Literacy and Computer Applications (NOVA) during the ACCESS Summer Bridge Program. This mandatory program will run between June \_\_ and August \_\_\_\_ 2025 at the Fuse Center, George Mason University.

For academic year 2024-2025, incoming juniors will need the following prerequisite courses:

- English 9 & 10 (2 credits)
- Algebra I, Geometry & Algebra II (3 credits/1 VC)
- Earth Science & Biology (2 credits/1 VC)
- World History 1 or 2 (2 credits/1 VC)
- Health/P.E. 9 & Health/P.E. 10 w/ Dr. Ed. (2 credits)
- CIS & Adv. CIS (2 credits)
- Elective (1 credit)
- Personal Finance and Economics (1 credit)





#### ACCESS Course of Study for Students Entering in 12th Grade

| Location                        | Potomac Falls H.S. | Potomac Falls H.S. | Fuse at Mason<br>Square | Fuse at Mason<br>Square  |
|---------------------------------|--------------------|--------------------|-------------------------|--|
| Periods                         | Grade 9            | Grade 10.          | Grade 11                | Grade 12   |
| 1                               |                    |                    |                         | DE ENG 246<br>American Literature<br>(NOVA)                    |
| 2                               |                    |                    |                         | DE SDV 101<br>ACCESS College<br>Skills (S1 - NOVA)             |
| 3                               |                    |                    |                         | DE PLS 135 U.S.<br>Government &<br>Politics (NOVA)             |
| 4                               |                    |                    |                         | IT 213 Multimedia<br>and Web Design<br>(S1 - Mason)            |
|                                 |                    |                    |                         | IT 223 Information<br>Security<br>Fundamentals (S1 -<br>Mason) |
| 5                               |                    |                    |                         | Senior Design<br>Capstone 1 (S1 -<br>Mason)                    |
|                                 |                    |                    |                         | Senior Design<br>Capstone 1 (S2 -<br>Mason)                    |
|                                 |                    |                    |                         |  |
| End of Grade # of<br>HS Credits | 7 (minimum)        | 14 (minimum)       | 21 (minimum)            |  |
| End of Grade<br>College Credits |                    |                    |                         |  |

NOVA-taught courses Mason-taught courses LCPS-taught courses

For academic year 2024-2025, incoming junior and senior ACCESS Academy students will also take precalculus preparation and DE ITE 152 - Introduction to Digital and Information Literacy and Computer Applications (NOVA) during the ACCESS Summer Bridge Program. This mandatory program will run between June \_\_ and August \_\_\_\_ 2025 at the Fuse Center, George Mason University.

For academic year 2024-2025, incoming seniors will need the following prerequisite courses:

- English 9, 10 & 11 (3 credits/2 VC)
- Algebra I, Geometry, Algebra II & PreCalculus (4 credits/1 VC)
- Lab Science (3 credits/1 VC)
- World History 1 or 2 and US History (2 credits/1 VC)
- Health/P.E. 9 & Health/P.E. 10 w/ Dr. Ed. (2 credits)
- CTE Sequential Electives (2 credits)
- Elective (4 credits)
- Personal Finance and Economics (1 credit)
- Total (21 credits)

#### **Hours Consideration**

- Work Based Learning 270 hours for VA standards
- We might need a course to ensure we are meeting all the requirements for the state that could be the extra class in the schedule
- 140 hours mentorship
- 40 hours externship

# EXHIBIT E ACCESS ACADEMY LOTTERY PROCESS

## ACCESS Academy Lottery Procedure Document

#### **Lottery Process:**

- George Mason University will provide a list of eligible students who have completed their interest by the deadline established to Loudoun County Public Schools (LCPS).
- 2. ACCESS Academy lottery requirements:
  - a. Any open seats are filled in order by lottery number, irrespective of a student's zoned high school. Offered seats must be accepted within the communicated time window stated in the invite email.
    - If an accepted student declines their seat, the seat will be given to the next student on the waitlist.
    - ii. If a waitlist is exhausted, an alternate waitlist shall be created, and seats will be offered to the alternate waitlist.
  - b. Students who miss the lottery interest deadline and wish to be added to the waitlist are done so by the date and time. ACCESS waitlists will remain active only until the last business day prior to the first day of school
- 3. Non-Loudoun County resident's enrollment
  - a. Once a student is officially offered a seat in the program, they will be required to enroll in LCPS at Potomac Falls High School and pay tuition as required in the Operational Agreement.