

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION



PUBLIC CHARTER SCHOOL PERFORMANCE CONTRACT Additional Cost Center

2022

PERFORMANCE CHARTER CONTRACT FOR CHARTER AUTHORIZERS

PURPOSE

Pursuant to the *Alabama School Choice and Opportunity Act* (Act 2015-3), the Alabama Public Charter School Commission (Commission) reviews applicable applications; approves or rejects applicable applications; enters into charter contracts with applicants; oversees public charter schools; and decides whether to renew, not renew, or revoke charter contracts. A charter contract is a fixed-term renewable contract between a public charter school and an authorizer (Commission) that outlines the roles, powers, responsibilities, and quantitative and qualitative performance expectations for each party to the contract. The additional cost center performance contract applies to a school whose growth expansion, as approved by the Commission, added a cost center.

ATTRIBUTION

Some professional entities allow noncommercial re-use of content when proper attribution is provided (e.g., see the COMMISSION'S ACKNOWLEDGEMENT AND ATTRIBUTION shown below). If the Commission elects to use other professional entities' resources in developing a charter contract and/or any other public charter school document, the Commission must seek the entity's permission for re-use; then meet its requirements for re-using, acknowledging, and attributing their work back to them.

COMMISSION'S ACKNOWLEDGMENT AND ATTRIBUTION

The Alabama Public Charter School Commission appreciates and acknowledges the Alabama State Department of Education, Public Charter Schools; the National Association of Charter School Authorizers (NACSA) at <http://www.qualitycharters.org/>; and the Washington State Charter School Commission at <http://charterschool.wa.gov/> for granting permission to review, modify, and use content from several of their documents to create this contract for start-up public charter schools in Alabama. By combining content from these entities, the Commission was able to tailor this contract to meet the needs of the Commission pursuant to Act 2015-3.

PERFORMANCE PUBLIC CHARTER CONTRACT

INSTRUCTIONS

NOTE

This contract is based on key charter contract components required by Act 2015-3. **At a minimum, the charter contract must rely on the following information:**

- Alabama School Choice and Student Opportunity Act (Act 2015-3)
- Public Charter School Rules and Regulations
- *Principles & Standards for Quality Charter School Authorizing (Most Recent Edition)
- *Taken from National Association of Charter School Authorizers (NACSA)
- Other Alabama State Department of Education Office of Public Charter Schools Resources and Links

Commission/Governing Board Acknowledgement and Attribution

- The charter contract must include a statement of acknowledgement and attribution, as discussed in the introduction of this document, if applicable.

The charter contract must fully address all components listed under each section listed below.

- Terms and Conditions
- Parties
- Recitals
- Article I: Purpose, Term and Conditions Precedent
- Article II: Definitions
- Article III: School's Purpose
- Article IV: Governance
- Article V: General Operational Requirements
- Article VI: Enrollment
- Article VII: Tuition and Fees
- Article VIII: Educational Program/Academic Accountability
- Article IX: Financial Accountability
- Article X: School Facilities
- Article XI: Employment
- Article XII: Insurance and Legal Liabilities
- Article XIII: Oversight and Accountability
- Article XIV: Commission's Rights and Responsibilities
- Article XV: Breach of Contract, Termination, and Dissolution
- Article XVI: Miscellaneous Provisions
- Article XVII: Notice

PERFORMANCE PROVISIONS

The performance provisions of this contract are based on a performance framework that clearly sets forth the academic and operational performance indicators, measures, and metrics that will guide the evaluations of the additional cost center as it differs by grade level. In addition to state and federal accountability standards, the performance framework should include specific provisions, indicators, measures, and metrics for:

- Student academic proficiency, which includes, but is not limited to, performance on state standardized assessments.
- Student academic growth, which includes, but is not limited to, performance on state standardized assessments.
- Achievement gaps in both proficiency and growth between major student subgroups.
- Attendance.
- Recurrent enrollment from year to year.
- Postsecondary readiness for high school.
- Financial performance and sustainability.
- Governing Board performance and stewardship, including compliance with all applicable laws, regulations, and terms of the charter contract.

Place below the specific provisions the additional cost center/school will use to evaluate the academic, financial, and operational performance that may differ than those outlined in the Commission's performance framework:

PERFORMANCE CHARTER SCHOOL CONTRACT

FOR THE OPERATION OF

PARTIES:

Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

Governing Board Name: MAEF Public Charter Schools (EIN: 81-4451622)

CONTENTS

PARTIES.....	9
ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT.....	10
Section 1.1 Purpose	10
Section 1.2 Term of Contract.....	10
Section 1.3 Pre-Opening Conditions	10
ARTICLE II: DEFINITIONS.....	11
ARTICLE III: SCHOOL’S PURPOSE	13
Section 3.1 Executive Summary.....	13
Section 3.2 Mission and Vision	13
Section 3.3 Organizational Plan	13
Section 3.4 Educational Plan	14
ARTICLE IV: GOVERNANCE.....	17
Section 4.1 Governance	17
Section 4.2 Governance Documents	17
Section 4.3 Non-Profit Status	17
Section 4.4 Organizational Structure and Plan	17
Section 4.5 Change in Status or Governance Documents.....	17
Section 4.6 Conflicts of Interest.....	17
Section 4.7 Open Meetings	18
ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS.....	19
Section 5.1 General Compliance	19
Section 5.2 Public School Status	19
Section 5.3 Nonsectarian Status	19
Section 5.4 Access to Individuals and Documents	19
Section 5.5 Ethics.....	19
Section 5.6 Record Keeping.....	19
Section 5.7 Non-Discrimination	19
Section 5.8 Inventories	19
Section 5.9 School Closure/Assets	20
Section 5.10 Transportation	20
Section 5.11 Staff Qualifications.....	20

Section 5.12 Contracting for Services.....	20
Section 5.13 Transaction with Affiliates.....	21
ARTICLE VI: ENROLLMENT	22
Section 6.1 Enrollment Policy	22
Section 6.2 Maximum Enrollment	22
Section 6.3 Annual Enrollment Review	22
Section 6.4 Enrollment Plan	22
Section 6.5 Student Records.....	22
Section 6.6 Student Information System.....	22
ARTICLE VII: TUITION OR FEES	23
Section 7.1 Tuition or School Fees	23
ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY	24
Section 8.1 Educational Program Terms and Design Elements	24
Section 8.2 Assessments	24
Section 8.3 English Learners	24
Section 8.4 Students with Disabilities	24
ARTICLE IX: FINANCIAL ACCOUNTABILITY	25
Section 9.1 Legal and Accounting Compliance.....	25
Section 9.2 Budget.....	25
Section 9.3 Annual Budget Statement	25
Section 9.4 School Funds.....	25
ARTICLE X: SCHOOL FACILITIES	26
Section 10.1 Accessibility	26
Section 10.2 Health and Safety.....	26
Section 10.3 School Location	26
Section 10.4 Inspections	26
ARTICLE XI: EMPLOYMENT	27
Section 11.1 No Employee or Agency Relationship.....	27
Section 11.2 Retirement Plan/Insurance.....	27
Section 11.3 Background Checks	27
Section 11.4 Immigration	27
ARTICLE XII: INSURANCE AND LEGAL LIABILITIES	28

Section 12.1 Insurance	28
Section 12.2 Limitation of Liabilities	28
Section 12.3 Faith and/or Credit Contracts with Third Parties	28
ARTICLE XIII: OVERSIGHT AND ACCOUNTABILITY	29
Section 13.1 School Performance Framework.....	29
ARTICLE XIV: COMMISSION’S RIGHTS AND RESPONSIBILITIES.....	30
Section 14.1 Oversight and Enforcement.....	30
Section 14.2 Right to Review.....	30
Section 14.3 Notification of Perceived Problems.....	30
Section 14.4 Reports by the Commission	30
ARTICLE XV: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION	31
Section 15.1 Breach by the School	31
Section 15.2 Termination by the Commission	31
Section 15.3 Non-Renewal by the Commission	31
Section 15.4 Termination by the School.....	32
Section 15.5 Dissolution.....	32
Section 15.6 Disposition of Assets upon Termination or Dissolution.....	32
ARTICLE XVI: MISCELLANEOUS PROVISIONS.....	33
Section 16.1 Records Retention.....	33
Section 16.2 Confidential Information	33
ARTICLE XVII: NOTICE.....	34
Section 17.1 Notice.....	34
Attachment 1: Pre-Opening Process and Conditions.....	36
Attachment 2: Governance Documents	41
Attachment 3: Governing Board Roster and Disclosures.....	42
Attachment 4: Educational Program Terms and Design Elements	46
Attachment 5: Conflict of Interest Policy	47
Attachment 6: Education Service Provider (ESP) Contract Guidelines.....	51
Attachment 7: Physical Plant.....	53
Attachment 8: Statement of Assurances	56
Attachment 9: Identification of Documentation Required for Annual Performance Report	61
Attachment 10: Enrollment Policy	62

Attachment 11: Request for Proposals for Service Providers 63

PARTIES

This agreement is executed on this _____ day of January, 2023 by and between the Alabama Public Charter School Commission (“Commission”) and MAEF Public Charter Schools, Inc. (“Governing Board”), for the operation of Acceleration Preparatory Academy (“School”).

ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT

Section 1.1 Purpose

This Contract outlines the roles, powers, responsibilities, and performance expectations for the Governing Board's establishment and operation of Acceleration Preparatory Academy, (the "School"), a public charter school which was approved as a growth expansion of Acceleration Day and Evening Academy. The Governing Board must comply with all of the terms and provisions of this Charter School Performance Contract ("Contract") and all applicable rules, regulations, and laws.

Section 1.2 Term of Contract

This Contract shall be effective immediately upon execution and the term of the Contract shall run concurrent with the charter contract of the Acceleration Day and Evening Academy. In the event that the charter contract of the Acceleration Day and Evening Academy is terminated, revoked, or non-renewed for any reason, this Contract shall likewise be immediately terminated, revoked, or non-renewed, with the School expressly waiving any right, claim, or demand to separate renewal or revocation proceedings related to this Contract. However, if after five years from the effective date of this agreement, the charter contract of the Acceleration Day and Evening Academy has not been terminated, revoked, or non-renewed, this Contract shall be subject to renewal proceedings in accordance with the Alabama School Choice and Student Opportunity Act. In the event this Contract is renewed, this Contract shall no longer run concurrent with the charter contract of the Acceleration Day and Evening Academy and the School shall be entitled to operate during the term authorized by the Commission, notwithstanding the status of the charter contract of the Acceleration Day and Evening Academy. In the event that this Contract is not renewed (or is otherwise terminated or revoked), the School shall cease to operate, notwithstanding the status of the charter contract of the Acceleration Day and Evening Academy.

Section 1.3 Pre-Opening Conditions

The School shall meet all of the Pre-Opening Conditions identified in Attachment 1: Pre-Opening Process and Conditions by the dates specified. Satisfaction of all Pre-Opening Conditions is a condition precedent to the formation of a contract. Upon written request of the Governing Board, the Commission may waive or modify the conditions contained in the Pre-Opening Conditions.

ARTICLE II: DEFINITIONS

For the purposes of this Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

ACT. The *Alabama School Choice and Student Opportunity Act* as enacted as Act Number 2015-3 to provide for public charter schools.

APPLICANT. A group with 501(c)(3) tax-exempt status or that has submitted an application for 501(c)(3) tax-exempt status that develops and submits an application for a public charter school to an authorizer.

AUTHORIZER. An entity authorized under the Act to review applications, approve or reject applications, enter into charter contracts with applicants, oversee public charter schools, and decide whether to renew, not renew, or revoke charter contracts.

CHARTER CONTRACT. A fixed-term renewable contract between a public charter school and an authorizer that outlines the roles, powers, responsibilities, and quantitative and qualitative performance expectations for each party to the contract.

COMMISSION. The Alabama Public Charter School Commission serving the role as the Authorizer in this contract.

DEPARTMENT. The Alabama State Department of Education.

EDUCATION SERVICE PROVIDER. An entity with which a public charter school intends to contract with for educational design, implementation, or comprehensive management.

FISCAL YEAR. October 1 through September 30.

GOVERNING BOARD. The independent board of a public charter school that is party to the charter contract with the authorizer. A governing board shall have at least 20 percent of its membership be parents of students who attend or have attended the public charter school for at least one academic year. Before the first day of instruction, the 20 percent membership requirement may be satisfied by parents who intend to have their students attend the public charter school.

LOCAL SCHOOL BOARD. A city or county board of education exercising management and control of a city or county local school system pursuant to state law.

LOCAL SCHOOL SYSTEM. A public agency that establishes and supervises one or more public schools within its geographical limits pursuant to state law. A local school system includes a city or county school system.

NATIONALLY RECOGNIZED AUTHORIZING STANDARDS. Standards for high-quality public charter schools issued by the National Association of Charter School Authorizers.

PERFORMANCE FRAMEWORK. Academic, Financial, and Organizational performance measures for each school.

NON-CHARTER PUBLIC SCHOOL. A public school other than a school formed pursuant to the Act. A public school that is under the direct management, governance, and control of a local school board or the state.

PARENT. A parent, guardian, or other person or entity having legal custody of a child.

PUBLIC CHARTER SCHOOL. A public school formed pursuant to the Act.

RESIDENCE. The domicile of the student's custodial parent.

SCHOOL YEAR. July 1 through June 30.

START-UP PUBLIC CHARTER SCHOOL. A public charter school that did not exist as a non-charter public school prior to becoming a public charter school.

STUDENT. Any child who is eligible for attendance in public schools in the state.

STATE SUPERINTENDENT. The State Superintendent of Education.

ARTICLE III: SCHOOL'S PURPOSE

Section 3.1 Executive Summary

Acceleration (Accel) Academy (6th through 12th)

Accel Day and Evening Academy is Alabama's first charter school. It is a 6-12 public charter network school in its sixth year of operation, serving 600 students. Accel Day and Evening Academy aims to re-engage and inspire youth to unlock their academic potential by connecting to students' gifts and passions through personalized learning pathways that build students' social and emotional well-being, academic skills, and professional mindsets, so they are prepared to be lifelong learners ready for college, careers, and civic life. Accel focuses on serving uniquely vulnerable populations – those who are disinterested in the traditional learning environment, those who are disconnected from the learning environment, and those who are over-aged, under-credited, or have already dropped out of school. Accel's model is a competency-based, student-centered, blended-learning model, which leverages wraparound services and case management supports to meet students' needs and help all students persist and achieve their goals of graduating college and career ready.

Student Skill-Level: According to NWEA Assessments of ACCEL students, 78% of students come to ACCEL reading at the 7th grade level or lower, and 80% of students come to ACCEL performing at the 7th grade level or lower in mathematics. What's more, 70% of students are one or more grade levels behind in school (e.g.). These significant skill deficiencies are not overcome quickly. It requires deliberate focus and time to help students become proficient in high school level content.

As a result of its promising performance, ACCEL Day and Evening Academy was approved by the Alabama State Public Charter Commission to extend its 9th through 12th grade offerings to the middle grade levels, through the creation of ACCEL Preparatory Academy. This strategy has provided students a greater opportunity to overcome critical academic and social-emotional skill deficiencies. It is also providing students a longer on-ramp to achieve the levels of college and career readiness championed by ACCEL's model.

Section 3.2 Mission and Vision

The vision of the Accel Day and Evening Academy is to re-engage and inspire youth to unlock their academic potential and graduate high school as life-long learners ready for college, careers, and civic life. To achieve this vision, Accel's faculty and staff will connect to students' gifts and passions through personalized learning pathways that build students' social and emotional well-being, academic skills, and professional mindsets (mission).

Section 3.3 Organizational Plan

In 2016, The Mobile Area Education Foundation (MAEF) (a 30-year public education non-profit who has invested more than \$30 million in public educational improvement) decided to order broaden its impact on in Mobile, AL, by opening the first public charter school in the State. In 2017, a new nonprofit organization, MAEF Public Charter School, Inc. (MAEF PCS) was created. MAEF PCS is the governing board for both ACCEL Day and Evening Academy, serving grades 9-12 and Acceleration Preparatory Academy, serving grades 6-8.

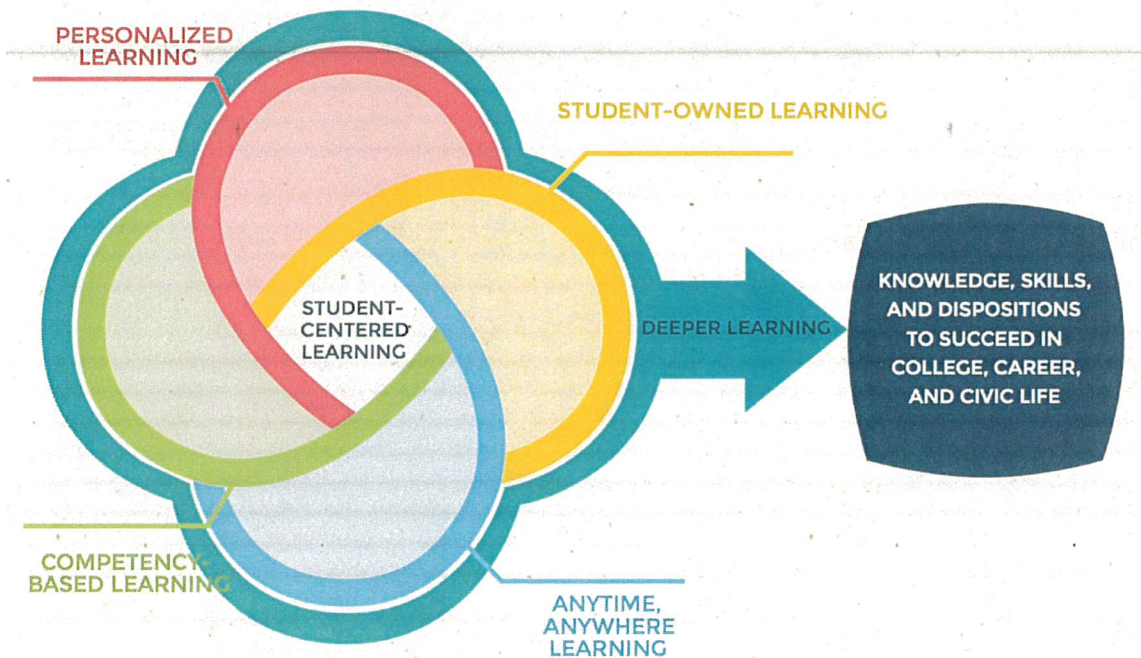
Section 3.4 Educational Plan
Education Plan/School Design:

The Acceleration Preparatory Academy is uniquely designed to prepare the community’s most vulnerable youth for the workplace and careers of the 21st Century. It will do this by building upon the three R’s of education (1) Rigor: offering challenging curriculum that gives students the knowledge and skills they need for life after high school, (2) Relevance: creating direct connections between the classroom and the real-world through student-led projects and workplace experiences that keep students engaged in the learning process, and (3) Relationships: building strong mentorship between youth and adults to ensure students have the support network needed to experience future success.

What does “rigor” and “relevance” mean at Accel?

Building upon the research of Dr. David Conley, Accel will build a learning environment that prepares students to “think, know, act, and go”. By think, we mean students will be able to think critically. Students will be able to process, examine, question, and look at patterns in content knowledge. By know, we mean students will put forth the effort to develop the key foundational knowledge in the core academic subjects that are aligned to the college and workforce entrance requirements. By act, we mean students will be empowered to take ownership in their own learning through exploration and exposure to career and college opportunities. Lastly, by go, we mean students will have the exposure and confidence to navigate the transition from middle school to high school and from high school to college and careers.

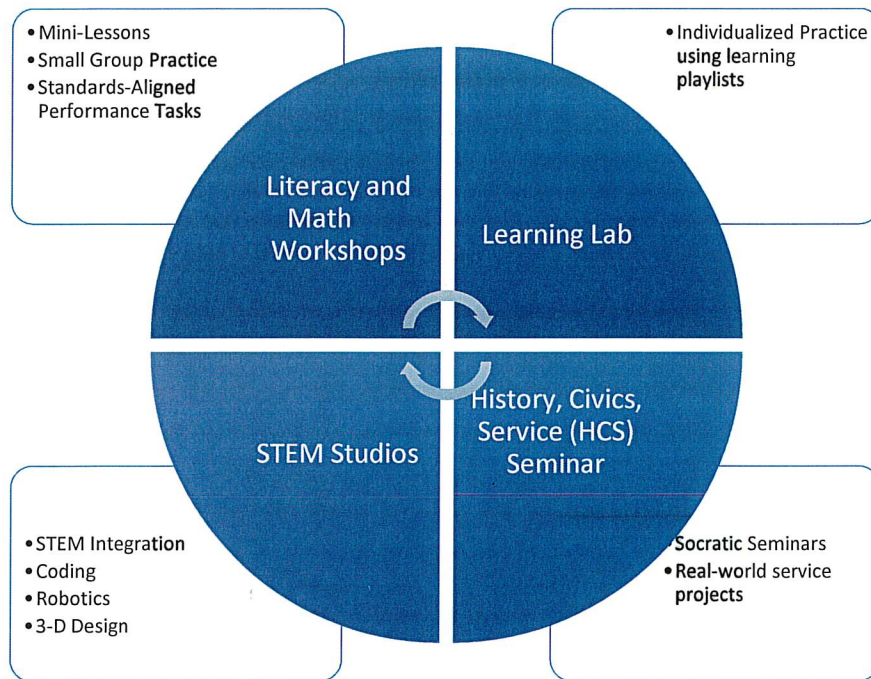
Figure 1: Framework for Student-Centered Learning



To prepare students to think, know, act, and go, we will utilize a student-centered learning framework that empowers students to master content, think deeply, and explore topics of interests through a combination of personalized-learning (learning at the student’s individual pace), student-owned learning (exploration of student’s career interests and passions), competency-based learning (showing mastery of content and skills through real-world projects), and lastly, any-time, any-where learning (use of computer-based curriculum outside of school to expand learning opportunities to 24 hours a day). (See Figure 1)

What will student-centered learning look like in action at Accel Preparatory Academy for Grades 6th through 8th?

Figure 2: Accel’s Instructional Design Elements for Grades 6th through 8th Grade



Accel will enact these frameworks through a four part instructional design. Refer to Figure 3 to see how these designs interact during a regular school day.

- **Part 1: Literacy and Mathematics Workshops:** ACCEL will take a workshop-based approach to teaching literacy and numeracy skills. Students will experience short mini-lessons followed by deeper practice either as an individual, in small groups, or with a teacher. This workshop approach will focus on building reading skills, producing writing in its varied forms, and understanding the conceptual knowledge of mathematics. Each workshop will be grounded by various standards-aligned performance tasks, which students will produce to demonstrate proficiency on these standards. To ensure high quality student mastery, teachers will use two top-tier curricula: Eureka for math instruction and Pearson myPerpectives for ELA .

- **Part 2: Learning Labs:** Students will participate in Learning Lab as a way to extend their practice sessions in to build their skills in literacy and numeracy. During Learning Lab, students will interact with computer-based curriculum to practice skills. Their teachers will review their data to determine appropriate groupings for remediation and advancement.
- **Part 3: STEM Studios:** Science will have a highly integrated focus. In addition to teaching state content standards for the grade-level, teachers will also building upon this knowledge by building authentic STEM projects that ask students to integrate science with mathematics, engineering, and technology. Students will develop skills in such areas as coding, robotics, 3-D design, and computer applications.
- **Part 4: History, Civics, and Service (HCS) Seminars:** Students will be taught the history content standards outlined in the Alabama Course of Study for their grade-level. Students will then be asked to apply these lessons from history to current events using the Socratic method. Students will have the opportunity to participate in service projects that teach them about the world they live in, beginning with their local community.

ARTICLE IV: GOVERNANCE

Section 4.1 Governance

The School shall be governed by its Governing Board in a manner that is consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law. Pursuant to Ala. Code § 16-6F-9(a)(4), a single governing board may hold one or more charter contracts, including an additional cost center performance contract. The Governing Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School, the fulfillment of the contract, and approval of the School's budgets.

The Governing Board shall be responsible for policy and operational decisions of the School, and, consistent with the terms of this Contract, shall be the employer of school employees. Nothing herein shall prevent the Governing Board from delegating decision-making authority for policy and operational decisions to officers, employees, and agents of the School. However, such delegation will not relieve the Governing Board of its obligations under the law or this Contract, should the School fail to satisfy those obligations.

The Governing Board shall govern the School in a manner that ensures that it will satisfy its legal obligations, including, but not limited to: compliance with all applicable Laws, the Contract, the performance framework and fidelity to the program and policies described herein. This includes the exercise of continuing oversight over the School's operations. No member of a Governing Board shall have a financial relationship to an education service provider or the staff of the Commission.

Section 4.2 Governance Documents

The Governing Board and the School shall maintain legal status and operate in accordance with the terms of the attached Governance Documents, Attachment 2: Governance Documents.

Section 4.3 Non-Profit Status

A public charter school must be governed by an independent governing board that is, throughout the Term of Contract, a 501(c)(3) tax-exempt organization.

Section 4.4 Organizational Structure and Plan

The School shall implement and follow the organizational plan described herein.

Section 4.5 Change in Status or Governance Documents

The Governing Board shall not alter its legal status, restructure, or reorganize without first obtaining written approval from the Commission. The Governing Board shall immediately notify the Commission of any change of its status as a 501(c)(3) tax-exempt organization.

Section 4.6 Conflicts of Interest

All members of a governing board shall be subject to the State Ethics Law. Ala. Code §16-6F-9.

An employee, agent, or representative of an authorizer may not simultaneously serve as an employee, agent, representative, vendor, or contractor of a public charter school of that authorizer. Ala. Code §16-6F-6.

In no event shall the Governing Board be composed of voting members a majority of which are directors, officers, employees, agents, or otherwise affiliated with any single entity (with the exception of the School itself or of another charter school) regardless of whether the entity is affiliated or is otherwise partnered with the School. But this prohibition does not apply to entities whose sole purpose is to provide support to the specific School in question or any of its programs (parent-teacher groups, booster clubs, etc.).

Conflicts of interest may arise at any point during decisions pertaining to business. Conflicts can happen throughout the time employees and officials carry out their roles and responsibilities. Therefore, it is important to the integrity of the Governing Board that staff are aware of the potential for conflicts. Employees and contractors must also be aware of their responsibilities if conflicts are detected, including obligations to report the conflict.

Section 4.7 Open Meetings

Starting from the date that this Contract is fully executed, the Governing Board shall be subject to and comply with the Alabama Open Meetings Act and public records laws.

ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS

Section 5.1 General Compliance

The School and the Governing Board shall operate at all times in accordance with all applicable laws, the Contract, and the Commission policies, as may be amended from time to time.

Section 5.2 Public School Status

The School is a public school and is part of the public education system of the state. The School shall function as a local educational agency. The School shall be responsible for meeting the requirements of local educational agencies under applicable federal, state, and local laws, including those relating to special education. No private or nonpublic school may establish a public charter school.

Section 5.3 Nonsectarian Status

A public charter school shall not include any parochial or religious theme nor shall any public charter school engage in any sectarian practices in its educational program, admissions or employment policies, or operations.

Section 5.4 Access to Individuals and Documents

The School shall provide the Commission with access to any individual, documentation, evidence, or information requested by the Commission. The School affirmatively consents to the Commission obtaining information and documents directly from any entity or individual who may possess information or documents relevant to the operation of the school and will sign any releases or waivers required by such individuals or entities. Failure to provide this access by the deadlines imposed by the Commission will be a material and substantial breach of the Contract.

Section 5.5 Ethics

All members of the Governing Board and all employees, teachers, and other instructional staff of the School shall be subject to the Alabama Ethics Laws.

Section 5.6 Record Keeping

The School shall report enrollment and attendance data to the local school systems of residence in a timely manner. The School shall report such enrollment, attendance, and other counts of students to the Department in the manner required by the Department.

Section 5.7 Non-Discrimination

The School shall not discriminate against any person on the basis of race, creed, color, sex, disability, or national origin or any other category that would be unlawful.

Section 5.8 Inventories

The School shall maintain a complete and current inventory of all capital assets that cost more than \$5,000 and maintain a supplemental inventory of equipment items not classified as capital assets. The School shall update the inventory annually and shall take reasonable precautions to safeguard assets acquired with public funds.

If the Contract is revoked, terminated, non-renewed or surrendered, or the School otherwise ceases to operate, capital assets shall be deemed to be public assets if at least 25 percent of the funds used to purchase the asset were public funds. Public funds include, but are not limited to, funds received by the School, as well as any state or federal grant funds.

Section 5.9 School Closure/Assets

In the event of closure of the School for any reason, the Commission shall oversee and work with the closing school to ensure a smooth and orderly closure and transition for students and parents, as guided by the closure protocol. The assets of the School shall be distributed first to satisfy outstanding payroll obligations for employees of the School, then to creditors of the School, and then to the State Treasury to the credit of the Education Trust Fund. If the assets of the School are insufficient to pay all parties to whom the School owes compensation, the prioritization of the distribution of assets may be determined by decree of a court of law.

Section 5.10 Transportation

The School may enter into a contract with a school system or private provider to provide transportation to the School's students. The School shall be responsible for providing students transportation consistent with the plan proposed by the School and/or as otherwise provided in a specific transportation plan attached to and make a part of this Agreement.

Section 5.11 Staff Qualifications

The School shall comply with applicable federal laws, rules, and regulations regarding the qualification of teachers and other instructional staff.

Section 5.12 Contracting for Services

Nothing in this Contract shall be interpreted to prevent the School from entering into contracts or other agreements with a school district, educational service district, or other public or private entity for the provision of real property, equipment, goods, supplies, and services, related to the operation of the School consistent with the law and the terms of this Contract. However, all capital assets purchased from public funds of the School shall become property of the School unless the Commission specifically approves an agreement or contract not subject to this provision.

If the School chooses to purchase services from a local school system, such as transportation-related or lunchroom-related services, the school shall execute an annual service contract with the local school system, separate from the charter contract, stating the mutual agreement of the parties concerning any service fees to be charged to the School.

If the School intends to contract with an education service provider for substantial education services, management services, or both types of services, the School shall provide to the Commission all of the following at least 90 days before the effective date of the proposed contract:

- a. Evidence of the education service provider's success in serving student populations similar to the targeted population, including demonstrated academic achievement as well as successful management of nonacademic school functions, if applicable.

- b. A draft agreement setting forth the proposed duration of the service contract; roles and responsibilities of the Governing Board, the School staff, and the education service provider; scope of services and resources to be provided by the education service provider; performance evaluation measures and timelines; compensation structure, including clear identification of all fees to be paid to the education service provider; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract.
- c. Disclosure and explanation of any existing or potential conflicts of interest between the School or the Governing Board and the education service provider or any affiliated business entities.

Section 5.13 Transaction with Affiliates

The School shall not, directly or indirectly, enter into or permit to exist any transaction (including the purchase, sale, lease, or exchange of any property or the rendering of any service) with any affiliate of the School, any member past or present of the Governing Board, or any past or present employee of the School (except in their employment capacity), or any family member of the foregoing individuals, unless:

- a. The terms of the transaction do not violate the Schools' Code of Ethics and Conflict of Interest Policy or the terms of this Contract.
- b. The terms of such transaction (considering all the facts and circumstances) are no less favorable to the School than those that could be obtained at the time from a person that is not such an affiliate, member, employee, or an individual related thereto.
- c. The involved individual recuses him or herself from all Governing Board discussions and does not vote on or decide any matters related to such transaction.
- d. The Governing Board discloses any conflicts and operates in accordance with a conflict of interest policy that has been approved by the Commission.

"Affiliate" as used in this section means a person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another person. Solely for purposes of this definition, owns, is owned and ownership mean ownership of an equity interest, or the equivalent thereof, of ten percent or more, and the term "person" means an individual, partnership, committee, association, corporation or any other organization or group of persons.

ARTICLE VI: ENROLLMENT

Section 6.1 Enrollment Policy

The School shall comply with applicable law and the enrollment policy found in Section 5(a)(1-10) of the Act and incorporated into this agreement as "Attachment 10" Enrollment Policy."

Section 6.2 Maximum Enrollment

The capacity of the public charter school shall be determined annually by the Governing Board of the School in conjunction with the Commission and in consideration of the School's ability to facilitate the academic success of its students, achieve the other objectives specified in the charter contract, and ensure that its student enrollment does not exceed the capacity of its facility or site.

Section 6.3 Annual Enrollment Review

As necessary, the maximum enrollment of the School will be adjusted annually by the Governing Board in consultation with the Commission and with consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in the Contract, and assure that its student enrollment does not exceed the capacity of its facility.

Section 6.4 Enrollment Plan

The minimum, anticipated, and maximum enrollment by grade for each of the five years of this contract are provided in the following table:

Grade Level	Year 1 Enrollment		Year 2 Enrollment		Year 3 Enrollment		Year 4 Enrollment		Year 5 Enrollment	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
6	80	100	80	125	80	125	80	125	80	125
7	80	100	80	125	80	125	80	125	80	125
8	80	100	80	125	80	125	80	125	80	125
Total	240	300	240	375	240	375	240	375	240	375

Any increase in the maximum enrollment program numbers set forth above shall not be permitted unless the revised enrollment program numbers are first submitted to and approved by the Authorizer.

Section 6.5 Student Records

The School shall maintain student records in the same manner as non-charter public schools.

Section 6.6 Student Information System

The School will utilize the same student information system and procedures as non-charter public schools.

ARTICLE VII: TUITION OR FEES

Section 7.1 Tuition or School Fees

The School staff shall not charge tuition and may only charge such fees as may be imposed on other students attending charter public schools in the state. Each fee must be approved by the Governing Board.

Anticipated fees are detailed in the following list:

School Registration Fees are \$175 annually; no student is denied enrollment due to failure to pay registration fees.

ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY

Section 8.1 Educational Program Terms and Design Elements

The School shall implement, deliver, support, and maintain the essential design elements of its educational program as described herein.

Section 8.2 Assessments

The School shall be subject to the statewide end-of-year annual standardized assessment tests, systems, and procedures as are required of non-charter public schools. The School shall comply with all assessment protocols and requirements as established by the Department, maintain test security, and administer tests consistent with all Department requirements.

Section 8.3 English Learners

The School shall at all times comply with all applicable law governing the education of English learners including, but not limited to, the *Elementary and Secondary Education Act* (ESEA), Title VI of the *Civil Rights Act of 1964*, the *Equal Educational Opportunities Act of 1974* (EEOA), and subsequent federal laws. The School shall provide resources and support to English learners to enable them to acquire sufficient English language proficiency to participate in the mainstream English language instructional programs. The School shall employ and train teachers to provide appropriate services to English learners. The School must implement, deliver, support, and maintain an education program that provides all the legally required education and services to English learners.

Section 8.4 Students with Disabilities

The School shall provide services and accommodations to students with disabilities in accordance with any relevant policies thereafter adopted, as well as with all applicable provisions of the *Individuals with Disabilities Education Act* (20 U.S.C. § 1401 et seq.), the *Americans with Disabilities Act* (42 U.S.C. § 12101 et seq.), Section 504 of the *Rehabilitation Act of 1973* (29 U.S.C. § 794), and all applicable regulations promulgated pursuant to such federal laws. This includes providing services to attending students with disabilities in accordance with the individualized education program ("IEP") recommended by a student's IEP team. The School shall also comply with all applicable federal and state laws, rules, policies, procedures, and directives regarding the education of students with disabilities.

ARTICLE IX: FINANCIAL ACCOUNTABILITY

Section 9.1 Legal and Accounting Compliance

The School will report financial accounting information (including, but not limited to, payroll, budgeting, general fixed assets, etc.) to the State Department of Education in a format that meets the specifications of the Department.

The School shall adhere to generally accepted accounting principles, document and follow internal control procedures, and annually engage an independent certified public accountant to do an independent audit of the school's finances. The School shall file a copy of each audit report and accompanying management letter to the Commission and the Department by June 1 following the end of the fiscal year. The audits shall meet the same requirements as those required of local school systems.

The Department may withhold state or federal funds from the School if the School does not provide financial and budget reports, disclosures, certifications, and forms to the Department in a timely manner or in the format required by the Department or other state or federal agencies. The School will allow the Department and other government agencies to inspect records and monitor compliance with state, federal, and local laws and regulations applicable to the School. The School shall allow representatives of the Commission to inspect records at any time.

The School is subject to Alabama laws for public records including the Alabama Department of Archives and History record retention requirements for local school boards and the rights of citizens to view the public records that are not restricted from disclosure.

The School will utilize the same financial accounting system and procedures as non-charter public schools. The School shall utilize the financial accounting and payroll software programs used by non-charter Alabama public schools. The School will post monthly financial reports and check registers on the School's website within forty-five (45) days of the end of each month. Likewise, the School will post an annual financial report on the School's website within forty-five (45) days of the end of the fiscal year.

Section 9.2 Budget

The Commission may require the School to revise start-up and five-year budgets submitted to the Commission.

Section 9.3 Annual Budget Statement

The Governing Board of the School shall submit its annual budget to the Authorizer for review and shall adopt an annual budget each fiscal year. The Governing Board of the School shall adopt an annual budget statement that describes the major objectives of the educational program and manner in which the budget proposes to fulfill such objectives.

Section 9.4 School Funds

The funds of the School shall be maintained in a qualified public depository subject to the requirements of the *Security for Alabama Funds Enhancement Act (SAFE)*.

ARTICLE X: SCHOOL FACILITIES

Section 10.1 Accessibility

The School's facilities shall conform to the *Americans with Disabilities Act* and other applicable laws and requirements for public school facilities.

Section 10.2 Health and Safety

The School facilities shall meet all laws governing health, safety, and occupancy and fire code requirements and shall be of sufficient size to safely house the anticipated enrollment.

Section 10.3 School Location

The School shall provide evidence that it has secured a location that is acceptable to the Commission. The School may move its location(s) only after obtaining written approval from the Commission, subject to such terms and conditions as may be specified. Any change in the location of the School shall be acceptable to the Commission. Attachment 7: Physical Plant contains the address and description of the approved facility.

Section 10.4 Inspections

The Commission will have access at all reasonable times and frequency to any facility owned, leased or utilized in any way by the School for purposes of inspection and review of the School's operation and to monitor the School's compliance with the terms of this Contract and all applicable laws. These inspections may be announced or unannounced as deemed appropriate by the Commission, or its designee, in the fulfillment of its oversight responsibilities.

ARTICLE XI: EMPLOYMENT

Section 11.1 No Employee or Agency Relationship

Neither the School, its employees, agents, nor contractors are employees or agents of the Commission. The Commission or its employees, agents, or contractors are not employees or agents of the School. None of the provisions of this Contract will be construed to create a relationship of agency, representation, joint venture, ownership, or control of employment between the Parties other than that of independent Parties contracting solely for the purpose of effectuating this Contract.

Section 11.2 Retirement Plan/Insurance

The Governing Board of the School has voted to participate in the Teachers' Retirement System and Public Education Employees' Health Insurance Plan. Such election must take place prior to the execution of the charter contract and once made is irrevocable.

Section 11.3 Background Checks

Public charter school employees are subject to the same fingerprint-based criminal history background checks that traditional public school employees are under the *Alabama Child Protection Act of 1999*, as amended. Generally speaking, a criminal history background information check shall be conducted on all applicants and contractors seeking positions with, and on all current employees of, the School, who have unsupervised access to children.

Section 11.4 Immigration

The Governing Board and the School shall meet the requirements of the *Beason-Hammon Taxpayer and Citizen Protection Act* (Act No. 2011-535). The School may not receive state funds before filing the School's E-Verify Memorandum of Understanding with the Department.

ARTICLE XII: INSURANCE AND LEGAL LIABILITIES

Section 12.1 Insurance

The School will maintain adequate insurance necessary for the operation of the School, including, but not limited to, property insurance, general liability insurance, workers' compensation insurance, unemployment compensation insurance, motor vehicle insurance, errors and omissions insurance, and all other insurance intended to cover the Governing Board, School, and its employees. The School will maintain fidelity bonds on all School employees.

Section 12.2 Limitation of Liabilities

In no event will the State of Alabama, or its agencies, officers, employees, or agents, including, but not limited to, the Commission, be responsible or liable for the debts, acts, or omissions of the School, its officers, employees, or agents.

Section 12.3 Faith and/or Credit Contracts with Third Parties

The School shall not have authority to extend the faith and credit of the Commission or the State of Alabama to any third party and agrees that it will not attempt or purport to do so. The School acknowledges and agrees that it has no authority to enter into a contract that would bind the Commission or the State of Alabama and agrees to include a statement to this effect in each contract or purchase order it enters into with third parties.

ARTICLE XIII: OVERSIGHT AND ACCOUNTABILITY

Section 13.1 School Performance Framework

The performance provisions of this contract are based on a performance framework that clearly sets forth the academic and operational performance indicators, measures, and metrics that will guide the Commission's evaluations of each public charter school. In addition to state and federal accountability standards, the performance framework should include specific provisions, indicators, measures, and metrics for:

- Student academic proficiency, which includes, but is not limited to, performance on state standardized assessments.
- Student academic growth, which includes, but is not limited to, performance on state standardized assessments.
- Achievement gaps in both proficiency and growth between major student subgroups.
- Attendance.
- Recurrent enrollment from year to year.
- Postsecondary readiness for high school.
- Financial performance and sustainability.
- Governing Board performance and stewardship, including compliance with all applicable laws, regulations, and terms of the charter contract.

The performance framework requires the disaggregation of all student performance data by major student subgroups (including gender, race, poverty status, special education status, English learner status, and gifted status).

Where the framework has not yet been developed, another approach is to include language along the lines of the following:

A set of performance frameworks (singularly, "Performance Framework," and collectively, the "Performance Frameworks"), shall be incorporated into this Contract. The Performance Frameworks shall supersede and replace any and all assessment measures, education goals and objectives, financial operations metrics, and organization performance metrics not explicitly incorporated into the Performance Frameworks. The specific terms, form and requirements of the Performance Frameworks, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the Authorizer and will be binding on the School. Material amendments to the Performance Frameworks shall require approval by the Authorizer.

The Commission shall have the authority to collect, analyze, and report all data from state assessments for the School's students in accordance with the performance framework. The parties acknowledge and agree that the education records of students enrolled in a School are governed by the requirements of the *Family Educational Rights and Privacy Act* ("FERPA"), 20 U.S.C. §1232g, and its corresponding regulations. The parties will safeguard personally identifiable information from education records in their possession by developing and adhering to data governance procedures that safeguard against unauthorized access or disclosure of such records in accordance with said law.

ARTICLE XIV: COMMISSION'S RIGHTS AND RESPONSIBILITIES

Section 14.1 Oversight and Enforcement

The Commission shall have the authority to manage, supervise, and enforce this Contract. It will oversee the School's performance under this Contract and hold the School accountable to performance of its legal and contractual obligations, including fulfillment of its Performance Framework. The Commission may take any action necessary to enforce its authority including, but not limited to, requiring the development and implementation of a corrective action plan, sanctions, non-renewal, revocation, or termination of this Contract.

Section 14.2 Right to Review

The Commission is an independent state entity with oversight and regulatory authority over the School that it authorizes. Upon request, the Commission, or its designee, shall have the right to review all records created, established, or maintained by the School in accordance with the provisions of this Contract, Commission policies and regulations, or federal and state laws and regulations. This right shall be in addition to the Commission's right to require the School to submit data and other information to aid in the Commission's oversight and monitoring of the School as provided under this Contract and governing law. When the request is for on-site inspection of records, the Commission shall be granted immediate access. If the request is for reproduction of records, then the Commission will include a timeframe in which the records must be provided and the School must adhere to this timeframe.

This information, regardless of the form in which it is disclosed, will be used by the Commission, and its authorized representatives, to satisfy its obligations to audit, evaluate, and conduct compliance and enforcement activities relative to the School. The parties agree to cooperate with each other to ensure that any disclosure of personally identifiable information from education records to the Commission or its authorized representatives for such purposes complies with FERPA.

Section 14.3 Notification of Perceived Problems

Any notification of perceived problems by the Commission about unsatisfactory performance or legal compliance will be provided within reasonable timeframes considering the scope and severity of concern. Every effort will be made to allow the School a reasonable opportunity to respond and remedy the problem unless immediate revocation is warranted.

Section 14.4 Reports by the Commission

The Commission shall submit to the State Board of Education a publicly accessible annual report within 60 days after the end of each fiscal year summarizing all of the items required in the Act. The School must provide any information requested by the Commission to complete required reports.

ARTICLE XV: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

Section 15.1 Breach by the School

Violation of any material provision of this contract may, in the discretion of the Commission, be deemed a breach and be grounds for corrective action up to and including revocation or nonrenewal of this Contract. In making this determination, the Commission will consider the underlying facts and circumstances including, but not limited to, the severity of the violation as well as the frequency of violations. Material provisions include, but are not limited to, provisions imposing a requirement to comply with the Commission rules and policies and all applicable laws related to the health, safety, and welfare of students.

Section 15.2 Termination by the Commission

This Contract may be terminated after written notice to the School and the charter revoked by the Commission for any of the following reasons:

- a. A material and substantial violation of any of the terms, conditions, standards, or procedures set forth in the Contract.
- b. Failure to meet generally accepted standards of fiscal management.
- c. Failure to provide the Commission with access to information and records.
- d. Substantial violation of any provision of applicable law.
- e. Failure to meet the goals, objectives, content standards, performance framework, applicable federal requirements, or other terms identified in the Contract.
- f. Failure to attain the minimum state proficiency standard for public charter schools in each year of their operation and over the charter term.
- g. Bankruptcy, insolvency, or substantial delinquency in payments, of the School.
- h. Discovery that the Applicant submitted inaccurate, incomplete, or misleading information to the Commission or in response to a Commission's request for information or documentation.
- i. School's performance falls in the bottom quartile of schools on the State Board of Education's accountability index.
- j. The revocation of the charter contract of the Acceleration Day and Evening Academy, except the revocation of the charter contract of the Acceleration Day and Evening Academy shall not be a ground to terminate this Contract if and when this Contract is renewed by the Commission

Section 15.3 Non-Renewal by the Commission

The Commission may non-renew a public charter school if the Commission determines that the public charter school did any of the following or otherwise failed to comply with this act:

- a. Commits a material and substantial violation of any of the terms, conditions, standards, or procedures required under the Act or the Contract.
- b. Fails to meet the performance expectations set forth in the Contract.
- c. Fails to meet generally accepted standards of fiscal management.
- d. Substantially violates any material provision of law from which the School was not exempted.
- e. Fails to meet the performance expectations set forth in the Contract, or fails to attain the minimum state proficiency standard for public charter schools (minimum state standard) in each year of its operation and over the charter term, unless the School demonstrates and the Commission affirms, through formal action

of its Governing Board, that other indicators of strength and exceptional circumstances justify the continued operation of the School.

- f. The non-renewal of the charter contract of the Acceleration Day and Evening Academy, except the non-renewal of the charter contract of the Acceleration Day and Evening Academy shall not be a ground to terminate this Contract if and when this Contract is renewed by the Commission

The School agrees that the term of this Performance Charter Contract shall run concurrent with the charter contract of the Acceleration Day and Evening Academy and, if the charter contract of the Acceleration Day and Evening Academy is non-renewed, terminated, or revoked for any reason, this Performance Charter Contract shall also be immediately non-renewed, terminated, or revoked and the School shall no longer cease to operate. Consistent with the foregoing and the purpose of this Contract, the School expressly waives any right, claim, or demand that it is entitled to separate renewal or revocation proceedings. However, if after five years from the effective date of this agreement, the charter contract of the Acceleration Day and Evening Academy has not been terminated, revoked, or non-renewed, this Contract shall be subject to renewal proceedings in accordance with the Alabama School Choice and Student Opportunity Act. In the event this Contract is renewed, this Contract shall no longer run concurrent with the charter contract of the Acceleration Day and Evening Academy and the School shall be entitled to operate during the term authorized by the Commission, notwithstanding the status of the charter contract of the Acceleration Day and Evening Academy. In the event that this Contract is not renewed (or is otherwise terminated or revoked), the School shall cease to operate, notwithstanding the status of the charter contract of the Acceleration Day and Evening Academy.

Section 15.4 Termination by the School

Should the School choose to terminate this Contract before the end of the Contract term, it must provide the Commission with notice of the decision immediately after it is made, but no later than ninety days before the closure of the school year. Notice shall be made in writing to the Commission. The School must comply with the Commission's termination protocol.

Section 15.5 Dissolution

Upon termination of this Contract for any reason by the School, upon expiration of the Contract, or if the School should cease operations or otherwise dissolve, the Commission shall oversee and work with the School to ensure a smooth and orderly closure and transition for students and parents, as guided by the Commission's closure protocol; provided, however, that in doing so the Commission will not be responsible for and will not assume any liability incurred by the School under this Contract. The Governing Board and School personnel shall cooperate fully with the winding up of the affairs of the School. The School's obligations for following a termination protocol and winding up of the affairs of the School shall survive the term of this contract.

Section 15.6 Disposition of Assets upon Termination or Dissolution

The assets of the School shall be distributed first to satisfy outstanding payroll obligations for employees of the School, then to creditors of the School, and then to the State Treasury to the credit of the Education Trust Fund. If the assets of the School are insufficient to pay all parties to whom the School owes compensation, the prioritization of the distribution of the assets may be determined by decree of a court of law.

ARTICLE XVI: MISCELLANEOUS PROVISIONS

Section 16.1 Records Retention

School records shall be maintained in accordance with all applicable state and federal document and record retention requirements. If any litigation, claim, or audit is started before the expiration of an applicable document retention period, the records shall be retained until all litigation, claims, or audit findings involving the records have been resolved.

Section 16.2 Confidential Information

The parties acknowledge and agree that the education records of students enrolled in a School are governed by the requirements of the *Family Educational Rights and Privacy Act* ("FERPA"), 20 U.S.C. §1232g, and its corresponding regulations. The parties will safeguard personally identifiable information from education records in their possession by developing and adhering to a Data Governance Policy that safeguards against unauthorized access or disclosure of such records in accordance with said law and applicable Department policies.

ARTICLE XVII: NOTICE

Section 17.1 Notice

Any change in address shall be immediately given to the other party in writing. Any notice that is undeliverable due to change of address without proper notification to the other party will be deemed received on the date delivery to the last known address was attempted.

If a notice is received on a weekend or on a national or Alabama state holiday, it shall be deemed received on the next regularly scheduled business day.

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective as of the date that Acceleration Preparatory Academy began school activities for the 2022-23 school year.

APPROVED BY A QUORUM OF THE COMMISSION ON OCTOBER 18, 2022:



Dr. Ty Moody, Chair
Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:



Mr. Richard Perry, President
MAEF Public Charter Schools Governing Board

APPENDICES

Attachment 1: Pre-Opening Process and Conditions

Attachment 2: Governance Documents

Attachment 3: Governing Board Roster and Disclosures

Attachment 4: Educational Program Terms and Design Elements

Attachment 5: Conflict of Interest Policy

Attachment 6: Education Service Provider (ESP) Contract Guidelines

Attachment 7: Physical Plant

Attachment 8: Statement of Assurances

Attachment 9: Identification of Documentation Required for Annual Performance Report

Attachment 10: Enrollment Policy

Attachment 11: Request for Proposals

Attachment 1: Pre-Opening Process and Conditions

TASK	DUE DATE	STATUS/NOTES	COMPLETE
School Facility/Physical Plant:			
	As updated in charter.tools		
Written, signed copy of facility lease, purchase agreement and/or other facility agreements for primary and ancillary facilities as are necessary for School to operate for one year or more.	As updated in charter.tools		
School possesses appropriate documents that the School is of sufficient size and with a sufficient number of classrooms to serve the projected enrollment. Copies of documents are on file with the Commission.	As updated in charter.tools		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	As updated in charter.tools		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	As updated in charter.tools		
School Operations:			
Governing Board approved (with signature page and date) special education policies and procedures. In addition, evidence of submission of policies and procedures to the Department and approval from the Department are on file with the Commission.	As updated in charter.tools		
The School has written rules regarding pupil conduct, discipline, and rights including, but not limited to, short-term suspensions, students with disabilities, and a re-engagement plan.	As updated in charter.tools		
The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP).	As updated in charter.tools		

TASK	DUE DATE	STATUS/NOTES	COMPLETE
Copy of Employee Handbook and related employee communication which include, at a minimum, expectations for employee performance and behavior, compensation and benefit information, emergency response information, annual calendar, hours and length of employment, supervisory obligations, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements.	As updated in charter.tools		
The School has provided evidence of a student handbook. Student Handbook must contain, at a minimum, the following: School's mission statement, School's Contact Information, School Calendar, School Attendance Policy, Student Discipline Policy, and Student Rights and Responsibilities.	As updated in charter.tools		
An annual school calendar approved by the Governing Board of Directors for the first year of the School's operation is on file with the Commission. School calendar must meet the compulsory school attendance requirements of state law, financial guidelines, and state regulations.	As updated in charter.tools		
	As updated in charter.tools		
The School has established a process for resolving public complaints, including complaints regarding curriculum. The process includes an opportunity for complainants to be heard. School's process is on file with the Commission.	As updated in charter.tools		
The required Safe School Plan consistent with the School mapping information system is on file with the Commission. For more information on a Safe School Plan, please visit: https://www.alsde.edu .	As updated in charter.tools		
PRE-OPENING SITE VISIT:	As updated in charter.tools		
State assessment schedule is on file with the Commission.	As updated in charter.tools		

TASK	DUE DATE	STATUS/NOTES	COMPLETE
An employee roster and proof of background check clearance for members of the School's Governing Board, all staff, and contractors who will have unsupervised access to children is on file with the Commission.	As updated in charter.tools		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	As updated in charter.tools		
The School has provided evidence of a working system for the maintenance of a proper audit trail and archiving of grade book/attendance (i.e., attendance logs).	As updated in charter.tools		
The School has provided evidence of an adequate staff configuration to meet the educational program terms outlined in the charter, its legal obligations, and the needs of all enrolled students (% of staff positions filled) and/or a plan for filling open positions.	As updated in charter.tools		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	As updated in charter.tools		
The School has provided evidence that the Civil Rights Compliance Coordinator; the Section 504 Coordinator; the Title IX Officer; the Harassment, Intimidation, Bullying (HIB) Compliance Officer; and State Assessment Coordinator have been named and submitted to the Department and the Commission.	As updated in charter.tools		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	As updated in charter.tools		
School Governance:			
Charter School must submit annual Governing Board meeting schedule including date, time, and location to Commission and assure the Commission that the meetings are posted on School website.	As updated in charter.tools		

TASK	DUE DATE	STATUS/NOTES	COMPLETE
Evidence is provided that membership on the Governing Board of Directors is complete and complies with the School's governing board bylaws (i.e., governing board roster with contact information for all board members, identification of officers, and term of service).	As updated in charter.tools		
Resume of each Governing Board member is on file with the Commission.	As updated in charter.tools		
Governing Board disclosure forms are complete and on file with the Commission.	As updated in charter.tools		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	As updated in charter.tools		
Annually, the School and Commission must set performance targets/mission-specific goals designed to help the School meet its mission-specific educational and organizational goals. Once agreed upon, those performance targets shall be incorporated into the charter contract through amendment. These targets must be set by July 1st of each year of the School's operation.	As updated in charter.tools		
Budget:			
Submit a Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	As updated in charter.tools		
Submit an unaudited Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	As updated in charter.tools		
The School has provided evidence of an authorization process that identifies (1) individual(s) authorized to expend School funds and issue checks; (2) safeguards designed to preclude access to funds by unauthorized personnel and/or misappropriation of funds; and (3) individual(s) responsible for review and monitoring of monthly budget reports.	As updated in charter.tools		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission.	As updated in charter.tools		

TASK	DUE DATE	STATUS/NOTES	COMPLETE
Submit an unaudited Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	As updated in charter.tools		
Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.	As updated in charter.tools		

Attachment 2: Governance Documents

Attachment 3: Governing Board Roster and Disclosures

Governing Board Roster						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
Chairman	Richard Perry				2022	2023
Vice-Chairman	Jordan Jones				2022	2023
Secretary	Charlotte Green				2022	2023
Treasurer	Mark Spivey				2022	2023
Member	Rob McGinley				2022	2023
Member	Ebony Milton				2022	2023
Member	Ronnie Stallworth				2022	2023
Member	Sarah Stashak				2022	2023
Member	Denesha Triplett				2022	2023
Member	Kim Wiggins				2022	2023

**Public Charter School
Governing Board Member Disclosure Form**

Note: This a public document. It will be available at the School for inspection by other Governing Board members, the staff, or the community. Your duty to report and update this information is continuous throughout the Term of Contract.

Background

1. Provide your full legal name: _____

2. Provide the following assurances:

- a. I affirm that I am at least 18 years of age by the date of appointment to the Public Charter School Governing Board.
- b. I affirm that I am a person of good moral character.
- c. I affirm that I have obtained a high school diploma or its equivalent.
- d. I affirm that I am not on the National Sex Offender Registry or the state sex offender registry.
- e. I affirm that I have not been convicted of a felony.

Yes, I affirm that all of the above assurances are true.

3. Disclose whether you have ever been investigated by the Securities Exchange Commission, Internal Revenue Service, the U.S. Attorney, the Attorney General of Alabama or of any state, a District Attorney, the Ethics Commission, or any other law enforcement or regulatory body concerning the discharge of your duties as a governing board member of a for-profit or non-for profit entity or as an executive of such entity. If the answer to this question is yes, please explain.

Does not apply to me.

Yes (Explain) _____

4. Disclose whether you have entered into a settlement agreement, consent decree, adjournment in contemplation of dismissal, assurance of discontinuance, or other, similar agreement with the above prosecutorial or regulatory entities.

Does not apply to me.

Yes

5. Disclose any other background information for the Commission's consideration that you deem relevant.

Governing Board Member Disclosure Form (continued)

Conflicts

1. Indicate whether you, your spouse, or anyone in your immediate family* meets either of the following conditions:

Is doing or plans to do business with the School (whether as an individual or as a director, officer, employee or agent of any entity).

Any entity in which one of the above-identified individuals has an interest is doing business or plans to do business with the School.

If so, indicate and describe the precise nature of your relationship and the nature of the business that such person or entity is transacting or will be transacting with the School.

I/we do not know of any such persons.

Yes

2. Indicate if you, your spouse, or other immediate family* members anticipate conducting, or are conducting, any business with the School or a contractor who is conducting business with the School. If so, please indicate the precise nature of the business that is being or will be conducted.

I/we do not anticipate conducting any such business.

Yes

Indicate any potential ethical or legal conflicts of interest that would (or are likely to) exist for you as a member of the School Governing Board or another School or non-profit board. [Note that being a parent of a School student, serving on another Contract School's Governing Board, or being employed by the School are conflicts for certain issues that should be disclosed.]

None

Yes. If Yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or any immediate family* member knows (i.e., beyond a casual or professional acquaintance) any employees, officers, owners, directors or agents of that provider. If the answer is in the affirmative, describe any such relationship.

I/we do not know of any such persons.

Yes

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or other immediate family* members have, anticipate in the future, or have been offered a direct or indirect ownership, employment, contractual or management interest in the provider. For any interested indicated, please provide a detailed description.

I/we have no such interest.

Yes

2. Indicate if you, your spouse, or other immediate family* member anticipate conducting, or are conducting, any business with the provider. If so, indicate the precise nature of the business that is being or will be conducted.

I/we do not anticipate conducting any such business.

Yes

Other

I affirm that I have read the Contract school's bylaws and conflict of interest policies.

I, _____, certify to the best of my knowledge and ability that the information I am providing to the Alabama Public Charter School Commission in regard to my application to serve as a member of the Governing Board of Directors of the MAEF Public Charter Schools, Inc. is true and correct in every respect.

Signature

Date

*FAMILY MEMBER OF THE PUBLIC OFFICIAL. The spouse, a dependent, an adult child and his or her spouse, a parent, a spouse's parents, a sibling and his or her spouse, of the public official.

Attachment 4: Educational Program Terms and Design Elements

School Name:	<i>Acceleration Preparatory Academy</i>
Mission:	To connect to students' gifts and passions through personalized learning pathways that build students' academic skills, professional mindsets, and social and emotional well-being, so they are prepared for college and careers
Vision:	To re-engage and inspire youth to unlock their academic potential and graduate high school as life-long learners, ready for college, careers, and civic life (vision statement). To achieve this vision, we will
Objectives:	<i>To close academic and social-emotional gaps in middle school students to ensure they are ready for challenging high school content</i>
Goals:	<ul style="list-style-type: none"> • 80% or higher annual growth on the state report card • 95% of middle school students promoted to the next grade level
Education Program Term #1:	Individualized Learning: Students will receive instruction and intervention tailored to their individual academic strengths and weaknesses.
Education Program Term #2:	Targeted Case Management: Students will receive an individual counselor who will address their academic social, emotional, and physical barriers to learning.
Education Program Term #3:	Social and Emotional Success: Students will participate in life skills curriculum, mentoring, counseling, and career exploration to build their habits for success.
Geographic Area Served:	Mobile and Baldwin Counties
Location:	Mobile County
Grades Served 2022-2023:	6-8
Grades Served at Capacity:	6-8
Projected Enrollment 2022-2023:	240
Projected Enrollment at Capacity:	375
Educational Service Provider:	N/A

Note: The Education Terms are different from *school-specific measures* that you may develop as a part of your Academic Performance Framework because they focus on *process* rather than student *outcomes*. In other words, the school-specific academic performance measures focus on what students will *achieve*. By contrast, the Education Terms should capture the essentials of what students will *experience*.

Attachment 5: Conflict of Interest Policy

MAEF Public Charter Schools an Alabama nonprofit corporation

Conflict of Interest Policy

Article I Purpose

The purpose of this Conflict of Interest Policy (the “Policy”) is to protect MAEF Public Charter Schools, Inc. (“MAEF PCS”) and its interests when MAEF PCS is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer, director or other related person of MAEF PCS, or might result in a possible excess benefit transaction. This Policy is intended to supplement but not replace any applicable state and federal laws governing conflicts of interest applicable to nonprofit and charitable organizations.

Article II Definitions

A. Interested Person

Any director, officer, manager, key employee, or member of a committee with governing board delegated powers who has a direct or indirect financial interest, as defined below, is an interested person.

B. Financial Interest

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

1. An ownership or investment interest in any entity with which MAEF PCS has a transaction or arrangement;
2. A compensation arrangement with MAEF PCS or with any entity or individual with which MAEF PCS has a transaction or arrangement; or
3. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which MAEF PCS is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

A financial interest is not necessarily a conflict of interest. Under Article III, Section B, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III **Procedures**

A. Duty to Disclose

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement. If an interested person is unsure about a possible conflict, the person should address the Governance committee.

B. Determining Whether a Conflict of Interest Exists

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

C. Procedures for Addressing the Conflict of Interest

1. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

2. If the governing board or committee determines that there is no conflict of interest, then the transaction or arrangement is not subject to the remaining procedures 3 through 5 outlined in this Section C. If the governing board or committee determines that there is a conflict of interest, then the governing board or committee shall follow the procedures outlined in paragraphs 3 through 5 of this Section C.

3. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

4. After exercising due diligence, the governing board or committee shall determine whether MAEF PCS can obtain with reasonable effort a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

5. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in MAEF PCS best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

D. Violations of the Conflicts of Interest Policy

1. If the governing board or committee has reasonable cause to believe a person subject to this Policy has failed to disclose actual or possible conflicts of interest, it shall inform the person of the basis for such belief and afford the person an opportunity to explain the alleged failure to disclose.

2. If, after hearing the person's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the person has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV
Records of Proceedings

The minutes of the governing board and all committees with board delegated powers shall contain:

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V
Compensation

1. A voting member of the governing board who receives compensation, directly or indirectly, from MAEF PCS for services is precluded from voting on matters pertaining to that member's compensation.
2. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from MAEF PCS for services is precluded from voting on matters pertaining to that member's compensation.
3. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from MAEF PCS, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI
Annual Statements

Each interested person shall annually sign a statement which affirms such person:

1. Has received a copy of the Policy;
2. Has read and understands the Policy;
3. Has agreed to comply with the Policy; and
4. Understands that MAEF PCS is a charitable organization and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

In addition, on such statement, each interested person shall disclose or update his or her interests that could give rise to a conflict of interest, such as a list of family members, substantial business or investment holdings, and other transactions or affiliations with businesses and other organizations and those of family members.

Article VII
Reviews

To ensure MAEF PCS operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, regular and consistent reviews (at least annually) shall be conducted. The reviews shall, at a minimum, include the following subjects:

1. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
2. Whether partnerships, joint ventures, and arrangements with management organizations conform to MAEF PCS's written policies, are properly recorded, reflect reasonable investments or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit, or an excess benefit transaction.
3. Whether the governing board and all committees with board delegated powers are properly implementing this Policy.
4. Whether any improvements should be made to this Policy.

Article VIII
Use of Outside Experts

When complying with this Policy, MAEF PCS may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility under this Policy.

****This policy will be reviewed at the annual meeting for compliance with IRS***

Attachment 6: Education Service Provider (ESP) Contract Guidelines

1. The maximum term of an ESP agreement must not exceed the term of the Contract. After the second year that the ESP agreement has been in effect, the school must have the option of terminating the contract without cause or a financial penalty.
2. ESP agreements must be negotiated at 'arms-length.' The Contract School's Governing Board and ESP must have independent legal counsel to represent their interests in reaching a mutually acceptable management agreement.
3. No provision of the ESP agreement shall interfere with the Contract School Governing Board's duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the Contract School. No provision of the ESP agreement shall prohibit the Contract School Governing Board from acting as an independent, self-governing public body, or allow decisions to be made other than in compliance with the Alabama laws.
4. An ESP agreement shall not require a Contract School Governing Board to waive its governmental immunity.
5. No provision of an ESP agreement shall alter the Contract School Governing Board's treasurer's legal obligation to direct that the deposit of all funds received by the Contract School be placed in the Contract School's account.
6. ESP agreements must contain at least one of the following methods for paying fees or expenses: (1) the Contract School Governing Board may pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the Contract Governing Board; or (2) the Contract Governing Board may advance funds to the ESP for the fees or expenses associated with the Contract School's operation provided that documentation for the fees and expenses are provided for Contract School Governing Board ratification.
7. ESP agreements shall provide that the financial, educational, and student records pertaining to the Contract School are Contract School property and that such records are subject to the provisions of the Alabama Open Records Act. All Contract School records shall be physically or electronically available, upon request, at the Contract School's physical facilities. Except as permitted under the Contract and applicable law, no ESP agreement shall restrict the Commission's access to the Contract School's records.
8. ESP agreements must contain a provision that all finance and other records of the ESP related to the Contract School will be made available to the Contract School's independent auditor.
9. The ESP agreement must not permit the ESP to select and retain the independent auditor for the Contract School.
10. If an ESP purchases equipment, materials, and supplies on behalf of or as the agent of the Contract School, the ESP agreement shall provide that such equipment, materials, and supplies shall be and remain the property of the Contract School.

11. ESP agreements shall contain a provision that if the ESP procures equipment, materials, and supplies at the request of or on behalf of the Contract School, the ESP shall not include any added fees or charges with the cost of equipment, materials, and supplies purchased from third parties.
12. ESP agreements must contain a provision that clearly allocates the respective proprietary rights of the Contract School Governing Board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the Contract School owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Contract School; or (ii) were developed by the ESP at the direction of the Contract School Governing Board with Contract School funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the Contract School's proprietary rights over curriculum or educational materials that are developed by the ESP from funds from the Contract School or that are not otherwise dedicated for the specific purpose of developing Contract School curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the Contract School are subject to state disclosure laws and the Open Records Act.
13. ESP agreements involving employees must be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the Contract School. If the ESP leases employees to the Contract School, the ESP agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Contract School or working on Contract School operations. If the Contract School is staffed through an employee leasing agreement, legal confirmation must be provided to the Contract School Governing Board that the employment structure qualifies as employee leasing.
14. ESP agreements must contain insurance and indemnification provisions outlining the coverage the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance for the Contract School Governing Board that is required according to the Contract. Insurance coverage must take into account whether or not staff at the school are employees of the ESP or the School.
15. Marketing and development costs paid by or charged to the Contract School shall be limited to those costs specific to the Contract School program and shall not include any costs for the marketing and development of the ESP.
16. If the Contract School intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not be a part of or incorporated into the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the School.

Attachment 7: Physical Plant

Pursuant to applicable law and the Terms and Conditions of this Contract, the School is authorized to operate at the physical facility or facilities outlined in this schedule.

Physical Plan Description

Site Plans

Floor Plans

Lease Agreement

Certificate of Use and Occupancy

**Charter School
Physical Plant Description**

1. The address and a description of the site and physical plant (the “Site”) of Acceleration Preparatory Academy (the “School”) is as follows:

Address: 3725 Airport Blvd Suite 161, Mobile, Al 36608

Description:

In order to grow both the enrollment of the high school grades and add the new middle school grades, ACCEL sought a new larger space from its original 18,000 s/f building. In early 2020, a site that was less than one mile from the current campus was identified. This former Virginia College campus in central Mobile is comprised of 60,000 s/f of academic and office spaces as well as an adjacent vacant 1-acre lot.

Configuration of Grade Levels: 6-8 (Acceleration Preparatory Academy); 9-12 (Acceleration Day and Evening Academy)

Term of Use: Term of Contract

2. The following information about this site is provided on the following pages, or must be provided to the satisfaction of the Commission or its designee, before the School may operate as a public school in Alabama.
 - a. Narrative description of physical plant
 - b. Size of building: 60,000 sq ft.
 - c. Scaled floor plan
 - d. Copy of executed lease or purchase agreement
3. In addition, the School and the Commission or its designee hereby acknowledge and agree that the School shall not conduct classes or operate as a public charter school in this state until it has obtained the necessary fire, health, and safety approvals for the above-described facilities. These approvals must be provided by the School to the Commission’s Executive Director in advance of any such occupancy and must be acceptable to the Commission or its designee, in his/her sole discretion, prior to the School operating as a public charter school.
4. If the site described above is not used as the physical plant for the School, this Attachment of this contract between the School and the Commission must be amended pursuant to the Terms and

Conditions of Contract, to designate, describe, and agree upon the School's physical plant. The School must submit to the Commission or its designee complete information about the new site or facilities. This information includes that described in paragraphs 1, 2, and 3 of this Attachment. The School shall not conduct classes as a public charter school in this state until it has submitted all the information described above to the satisfaction of the Commission by way of a request to amend this Contract and the amendment regarding the new site has been executed by the Commission or its designee.

5. The School agrees to comply with the single site restrictions contained in this Attachment for the configuration of grade levels identified at the site, except as may be permitted with the express permission of the Commission or its designee. Any changes in the configuration of grade levels at the site requires an amendment to this Attachment pursuant to the Terms and Conditions of the Contract set forth above.

Attachment 8: Statement of Assurances

STATEMENT OF ASSURANCES

This Statement of Assurances must be signed by a duly authorized representative of the charter school and submitted when the performance contract is executed.

As the duly authorized representative of the School, I hereby certify under the penalty of perjury that all information and statements submitted for or on behalf of: Acceleration Preparatory Academy are accurate and true to the best of my knowledge and belief; and further, I certify and assure that, if awarded a performance charter contract:

1. The School shall have a fully independent governing board that will exercise autonomy in all matters, to the extent authorized the Act.
2. The School has tax exempt status under section 501(c)(3) of the Internal Revenue Code of 1986 (26 U.S.C. Sec. 501(c)(3)), is not be a sectarian or religious organization, and shall be operated according to the terms of a charter contract executed with the Alabama Public Charter School Commission.
3. The School shall function as a local education agency under applicable federal laws and regulations, shall be responsible for meeting, and shall meet the requirements of local education agencies and public schools under those federal laws and regulations, including but not limited to:
 - a. Compliance with the individuals with disabilities education improvement act (IDEA, 20 U.S.C. Sec. 1401 et seq.).
 - b. Compliance with the federal educational rights and privacy act (FERPA, 20 U.S.C. Sec. 1232g).
 - c. Compliance with the elementary and secondary education act (ESEA, 20 U.S.C. Sec. 6301 et seq.).
 - d. Compliance with requirements that ensure a student's records, and, if applicable, a student's individualized education program, will follow the student, in accordance with applicable federal and state law.
 - e. Compliance with the *Every Student Succeeds Act*, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option and assessments.
 - f. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681).
 - g. Compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794).
 - h. Compliance with Title II of the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101).

4. The School shall hire, manage, and discharge any charter school employee in accordance with state laws and the School's charter contract.
5. The School shall receive and disburse funds solely in accordance with the purposes of the charter school.
6. To the extent it enters into contracts with any school district, educational service district, or other public or private entity for the provision of real property, equipment, goods, supplies, and services, including educational instructional services and including for the management and operation of the charter school, the School shall do so to the same extent as other non-charter public schools, as long as the School's governing board maintains oversight authority over the charter school.
7. The School shall not enter into any contracts for management operation of the charter school except with nonprofit organizations.
8. To the extent it enters into contracts with other entities regarding real property, the School shall include provisions regarding the disposition of the property if the charter school fails to open as planned or closes, or if the charter contract is revoked or not renewed.
9. To the extent it issues secured and unsecured debt, including pledging, assigning, or encumbering its assets to be used as collateral for loans or extensions of credit to manage cash flow, improve operations, or finance the acquisition of real property or equipment, the School shall not pledge, assign, or encumber any public funds received or to be received.
10. The School shall ensure that no debt incurred by the School is a general, special, or moral obligation of the state or any other political subdivision or agency of the state.
11. The School shall not pledge either the full faith and credit or the taxing power of the state or any political subdivision or agency of the state for the payment of the debt.
12. To the extent it solicits, accepts, and administers for the benefit of the charter school and its students, gifts, grants, and donations from individuals or public or private entities, the School shall not solicit, accept, and administer any such gifts, grants or donations from sectarian or religious organizations and shall not accept any gifts or donations the conditions of which violate state laws.
13. The School shall issue diplomas to students who meet state high school graduation requirements established by the Department even though the charter school governing board may establish additional graduation requirements.
14. The School shall not levy taxes or issue tax-backed bonds and shall not acquire or attempt to acquire property by eminent domain.
15. The School shall operate according to the terms of its charter contract and the Act.

16. The School shall comply with local, state, and federal health, safety, parents' rights, civil rights, and nondiscrimination laws applicable to school districts and to the same extent as school districts.
17. The School shall provide basic education, including instruction in the essential academic learning requirements and shall participate in the statewide student assessment system.
18. The School shall employ certificated instructional staff as required by Federal program regulations.
19. The School shall adhere to generally accepted accounting principles and be subject to financial examinations and audits as determined by the Department, including annual audits for legal and fiscal compliance.
20. The School shall comply with the open public meetings act and public records requirements.
21. The School shall be subject to and comply with all legislation governing the operation and management of charter schools.
22. The School shall comply with all state statutes and rules made applicable to the charter school in the school's charter contract.
23. The School shall not engage in any sectarian practices in its education program, admissions or employment policies, or operations.
24. The School shall be subject to the supervision of the State Superintendent and the State Board of Education, including accountability measures, to the same extent as non-charter public schools, except as otherwise expressly provided by law.
25. The School shall not limit admission on any basis other than age group, grade level, or capacity and must enroll all students who apply within these bases and shall be open to any Alabama student regardless of his or her location of residence.
26. The School shall not charge tuition, but may charge fees for participation in optional extracurricular events and activities in the same manner and to the same extent as do non-charter public schools.
27. If capacity is insufficient to enroll all students who apply to the charter school, the School must select students through a lottery as provided in the Act.
28. The School's Governing Board shall annually determine the capacity of the School in consultation with the Commission and with consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in the charter contract, and assure that its student enrollment does not exceed the capacity of its facility.
29. The School shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to its facilities and property.

30. The School has disclosed any real, potential, or perceived conflicts of interest that could impact the approval or operation of the School.
31. The School shall execute a charter contract with the Commission, containing the terms set forth by the Commission and the terms required by the Act, as well as future rules adopted by the Commission.
32. The School shall meet any reasonable preopening requirements or conditions imposed by the Commission, including, but not limited to, requirements or conditions to monitor the start-up progress of the School, to ensure that the School is prepared to open smoothly on the date agreed, and to ensure that the School meets all building, health, safety, insurance, and other legal requirements for school opening.
33. The School shall comply with, and fully participate in, any activity by the Commission that the Commission deems necessary for it to monitor, engage in oversight, and/or engage in corrective action.
34. The School shall comply with any corrective actions or sanctions imposed upon it by the Commission.
35. The School shall comply with all renewal and nonrenewal actions required of it by the Commission or by law.
36. The School shall comply with any nonrenewal of termination actions imposed by the Commission.
37. The School shall report student enrollment in the same manner and based on the same definitions of enrolled students and annual average full-time equivalent enrollment as other public schools.
38. The School shall comply with applicable reporting requirements to receive state or federal funding that is allocated based on student characteristics.
39. The School shall, at all times, maintain all necessary and appropriate insurance coverage.
40. The School shall indemnify and hold harmless the Commission and its officers, directors, agents, and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the School or its operation.
41. All of the information submitted by the School to the Commission is true, correct, complete, and in compliance with Alabama laws.

NAME OF SCHOOL

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

DATE

NAME OF DULY AUTHORIZED REPRESENTATIVE

Attachment 9: Identification of Documentation Required for Annual Performance Report

The Commission will require submission of or access to materials or data from the School for oversight and accountability of the school.

Performance Review and Ongoing Oversight

The School must also provide any documents, data, or information that the Commission deems necessary for ongoing oversight, accountability, and compliance monitoring.

Attachment 10: Enrollment Policy

Enrollment preference will be given only to students who were enrolled in Acceleration Preparatory Academy the previous academic year, and siblings of students currently enrolled in either Acceleration Preparatory Academy or Acceleration Day and Evening Academy. Siblings who participate in the same lottery for the same grade (e.g. twins) shall be considered as a group. Provided capacity permits, if one sibling is chosen in the lottery, then all other siblings will automatically be offered the next available spot for enrollment as well. If a lower-grade level sibling is accepted, their older siblings will be moved to the top of the waitlist for higher-grades but won't be guaranteed spots.

No other enrollment preferences will be given. Enrollment preferences will not be given with respect to students who reside within former attendance areas; students within the local school system; students outside the local school system; or children of founders, governing board members, or full-time employees.

Attachment 11: Request for Proposals for Service Providers

Not Applicable