ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

PUBLIC CHARTER SCHOOL CONTRACT

CHARTER CONTRACT FOR CHARTER AUTHORIZERS

PURPOSE

Pursuant to the *Alabama School Choice and Student Opportunity Act* (Alabama Code §§ 16-6F-1 *et seq.*, as supplemented and amended from time to time, the "Act"), the Alabama Public Charter School Commission (the "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 (in this case, Commission) that outlines the roles, powers, responsibilities, and quantitative and qualitative performance expectations for each party to the contract.

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 the Act.

PUBLIC CHARTER CONTRACT INSTRUCTIONS

NOTE

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

- Alabama School Choice and Student Opportunity Act (the Act)
- 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 <u>Office of Public Charter Schools Resources and</u> Links
- 2. Commission/Governing Board Acknowledgement and Attribution
- The charter contract <u>must include a statement of acknowledgement and attribution</u>, as discussed in the introduction of this document, <u>if applicable</u>.
- 3. 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

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

PUBLIC CHARTER SCHOOL CONTRACT

Issue Date: April 5, 2024

CHARTER SCHOOL CONTRACT

FOR THE OPERATION OF

I DREAM BIG ACADEMY CHARTER SCHOOL

PARTIES:

Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

Governing Board: I DREAM BIG ACADEMY CHARTER SCHOOL, INC.

EIN NUMBER: 85-3337386

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PARTIES

This Charter School Contract (this "Charter Contract") is executed on this 5th day of April, 2024, by and between the Alabama Public Charter School Commission (the "Commission") and I DREAM BIG ACADEMY CHARTER SCHOOL, INC. Board of Directors (the "Governing Board"), for the operation of I DREAM BIG ACADEMY CHARTER SCHOOL (the "School").

ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT

Section 1.1 Purpose

This Charter Contract outlines the roles, powers, responsibilities, and performance expectations for the Governing Board's establishment and operation of I Dream Big Academy Charter School, (the "School"), a Public Charter School. The Governing Board must comply with all of the terms and provisions of this Charter Contract and all applicable rules, regulations, and laws.

Section 1.2 Term of Contract

An initial charter shall be granted for a term of five operating years. The charter term shall commence on the Public Charter School's first day of operation. An approved Public Charter School may delay its opening for one School year in order to plan and prepare for the School's opening upon written notice to the Authorizer of no less than one hundred eighty (180) days prior to the original date of opening. If the School requires an opening delay of more than one year, the School shall request an extension from its Authorizer. The Authorizer may grant or deny the extension depending on the particular school's circumstances. Ala. Code § 16-6F-7.

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 or may grant the School an additional planning year upon good cause shown.

ARTICLE II: DEFINITIONS

For the purposes of this Charter Contract, and in addition to the terms defined throughout this Charter 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 codified in §§ 16-6F-1 *et seq.*, Code of Alabama (1975), as supplemented and amended from time to time, 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. For purposes of this Charter Contract, the Applicant is I Dream Big Academy Charter School, Inc.

APPLICATION. A proposal from an Applicant to an Authorizer to enter into a Charter Contract whereby the proposed school obtains Public Charter School status.

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 the Governing Board of a Public Charter School and an Authorizer that outlines the roles, powers, responsibilities, and quantitative and qualitative performance expectations for each party to the Charter Contract.

COMMISSION. The Alabama Public Charter School Commission serving the role as the Authorizer in this Charter 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. This relationship shall be articulated in the Application.

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 twenty percent (20%) 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 twenty percent (20%) 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.

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 System 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. The State of Alabama.

STATE SUPERINTENDENT. The State Superintendent of Education.

ARTICLE III: SCHOOL'S PURPOSE

Section 3.1 Executive Summary

Our Mission

I Dream Big Academy (IDBA) fosters academic excellence and supports the whole child in cultivating their passions into purposeful careers by providing rigorous, relational, and relevant learning experiences that increase early access to college and workforce opportunities. Hence, students are prepared to impact their community and global society immediately.

Aligning the Mission with Stillman College

Stillman College was founded as Tuscaloosa Institute in 1875 "to train colored men for the ministry." The mandate for the Institution expanded, and a junior and senior high school was organized soon afterward. Nearly 150 years later, it has provided a "village-like" environment for higher education that delivers the pursuit of intellectual excellence, the development of personal honor, and a commitment to the common good--this is "The Stillman Way." Stillman College is committed to fostering academic excellence, providing opportunities for diverse populations, and maintaining a strong tradition of preparing students for service by fostering experiential learning and community engagement. Its strategic priority #4, community engagement is evident in its outreach opportunities to K-12 diverse populations, such as tutoring services, literacy supports, dual credit opportunities, ACT preparation, STEM Camps, Upward Bound Programs, and Community Gardening. Stillman College and I Dream Big Academy share an aligned mission to increase career awareness and college access while fortifying a campus for students ages 2 through 24 to enjoy a safe, cultural, educational, and social service space thriving with continuous learning and bridging generational gaps. I Dream Big Academy provides an opportunity and solution to the 6th-12th grade portion of committed services of excellence Stillman College provides.

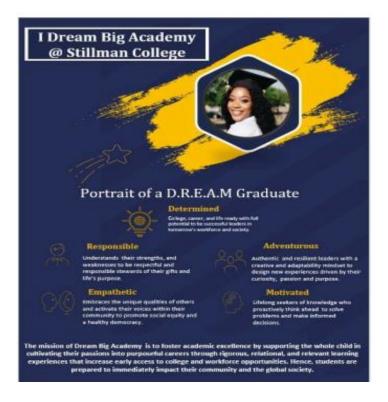
Vision

A shared vision together, Stillman College and I Dream Big Academy redesign the secondary school experience nestled amid Tuscaloosa's West End Community. Designed as an innovative, student-centered HBCU Lab School, serving 630 students at capacity, I Dream Big Academy students in grades 6-12 build their capacity as problem solvers and innovators through academic exploration, creation, and design embedded in daily lessons. For this to transpire, it takes a village and a shared vision from all stakeholders. In partnership with families and community, our shared vision is *to create learning opportunities for students* — *both inside and outside the classroom* — *that prepare them with their choice and to be successful in these endeavors*. We also envision a Teacher Residency Program with opportunities to "Grow our Own," with a specific focus on developing a workforce of capable teachers and leaders who commit to fostering rigorous, relational, and relevant learning environments for our K-12 students while also encouraging more students of color and males to enter the education profession.

Illustration of a Graduate

We illustrate this vision of success through our Portrait of a Graduate. The Portrait of a Graduate (shown in Figure 1.1) results from our core values and beliefs and, together with our mission, forms a cohesive, innovative model for secondary learning that exposes students to various academic and non-academic 21st-century skills. We align our mission and vision with the purposes of the *Alabama School Choice and Student Opportunity Act* (the "Act") and the Authorizer's stated priorities for schools to ensure all doors are left open for our students when they graduate high school.

Figure 1.1 Portrait of a Graduate.



Educational Need and Anticipated Student Population

America is often hailed as a land of opportunity where all children have the chance to succeed; finishing high school, attending college, and/or having a certifiable trade credential are foundational pathways for a chance at upward mobility. However, data measuring how low-income children tend to fare in adulthood suggests this may be more myth than reality. According to research, less than one in 13 U.S. children in poverty will hold a high-income job in adulthood, and one in 40 Black men are born into poverty. Whether through post- secondary education or direct entry into the workforce, many young people are not equipped with the essential skills in professional fields increasingly influenced by STEM — careers where Black and Hispanic students are less likely to earn degrees.

Despite three post-secondary institutions near Tuscaloosa's West End Community, only 8% of Tuscaloosa's Black residents have a bachelor's degree. For the West Tuscaloosa community, this rate is

lower than 96.6% of America's neighborhoods. According to the 2020 Census, the West End community stands out for having an average per capita income lower than 97.7% of all neighborhoods in the U.S. Shockingly, 24% of Black families and 62.7% of children in this area are living in poverty, extraordinarily high percentages compared to other communities in Alabama. Stillman College and I Dream Big Academy aim to be a part of the community's solution to reach academic achievement and economic mobility for its most marginalized communities. The lack of high-quality education attainment for many residents perpetuates a poverty cycle. According to the most recent publicly available data from the 2023 ACAP Proficiency and ACT Benchmark Results, the academic proficiency gaps between black and white students in Tuscaloosa City Schools remain near 44%. This discrepancy widens for secondary students living in and near the West End Community. For neighborhood Black Middle School students, the ELA, Math, and Science proficiency rate is 16%, 2%, and 13%, respectively, and for West End students who are bused out of the community to a higher performing school, Northridge Middle, their achievement rate is 33%, 10% and 27%, representing between a 50%-60% gap in proficiency compared to their white counterparts. For High School, the proficiency rates for Black students are much lower, with 15% ELA, 15% Math, and 15% Science at Northridge and 8% ELA, 2% Math, and 11% Science at Central High Schools. Factoring in economically disadvantaged students, the proficiency data becomes drastically lower, with 5% proficiency in ELA, Math, or Science at either high school. Despite these low proficiency data points, Tuscaloosa City Schools did show a slight increase in some areas from last year's data.

Table 1.1 shows a breakdown of student performance data:

Table 1.1 Student Data taken from 2023 ACAP Proficiency and ACT Benchmark

2023 ACAP Proficiency & ACT Benchmark Results							
	District	Community F	eeder Pattern	Zone Feeder Pattern			
	Tuscaloosa City Schools	Central High	Westlawn Middle	Northridge High	Northridge Middle		
Enrollment	10,402	778	533	1,135	731		
ELA (ALL)	41%	8%	16%	50%	60%		
White students	76%	*	*	64%	78%		
Black students	29%	8%	16%	15%	33%		
Math (All)	25%	5%	2%	47%	35%		
White students	60%	*	*	60%	52%		
Black students	11%	4%	2%	15%	10%		
Science (ALL)	29%	11%	13%	54%	54%		
White students	68%	*	*	70%	76%		
Black students	15%	11%	13%	15%	27%		

Less than 10 students were assessed at the school.

Stillman College and I Dream Big Academy understand that life is a process of learning from one's mistakes and curiosity. Through daily conversations, intentional programming, and social-emotional practices, we address academic and non-academic challenges to support students as they build academic tenacity, mental freedom, and self-efficacy to envision goals and push through obstacles.

Enrollment

Enrollment priorities are consistent with student enrollment eligibility and selection criteria. Target enrollment prioritizes student recruitment in Tuscaloosa's West End zip codes 35401 and 35403, then expands to surrounding communities. I Dream Big Academy anticipates student demographics reflective of its community and the Tuscaloosa School System, as shown in Table 1.2:

Table 1.2 Anticipated Student Demographics

Student Demographics	Dream Big Academy Anticipated	Tuscaloosa City Schools	Central High School (Community HS)		
Black or African American	80%	68.33%	88.76%		
White	10%	24.25%	5.56%		
Hispanic/Latino	5%	5.98%	4.89%		
American	3%	4.03%	3.84%		
Indian/Alaska Native					
Asian	<2%	2.17%	-		
Other					
Students with Limited English Proficiency	4%	4.60%	3.44%		
Students with Disabilities	18%	17.22%	21.69%		
Economically Disadvantaged	55%	46.7%	59.39%		

Education Plan/School Design

I Dream Big Academy and Stillman College introduce an innovative school design that transforms student access to opportunity and strengthens communities through a rigorous, relevant, and relational approach. It provides strategic instruction and effective teaching and learning of critical content by helping teachers identify and use proven learning and planning tools to meet the needs of all students. Instructional methods align with our mission and include a balance of teacher and student-centered approaches at the appropriate intersections of learning. I Dream Big Academy teachers prioritize direct instruction practices for introducing new material and concepts using carefully planned and well-developed lessons). In balance, student-centered approaches such as differentiated small groups and expeditionary learning allow teachers to facilitate and support students' needs. Students take on a more active and participatory

role through exploration and standards-aligned learning tasks and projects. They also learn from and with their community for real-world relevant learning experiences such as internships.

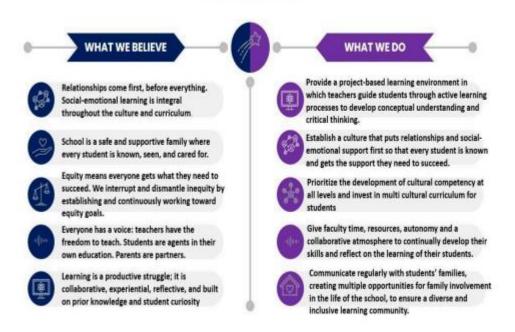
The education program implements a comprehensive, innovative learning model encompassing four key design elements. These design elements create a unique and effective environment for our targeted population. Each design element is supported by research and best practices from existing innovative, high-performing schools that serve similar student demographics. The major goal of these elements is to bring our mission of a rigorous, relational, and relevant learning experience to life. They are identified below and discussed in more detail in the next section of the application:

- Design Element 1: HBCU Lab School. The affiliation with a Historically Black College and University (HBCU), Stillman College, to build academic excellence by incubating new ideas and strategies, developing high school students' curiosity about college, and allowing young teachers to train in live classroom environments. High school students receive early access to complete college courses, program exposure, and support to become college-ready.
- Design Element 2: Project-Based Learning. Students have active roles in learning to explore and investigate interest-driven projects that build academic rigor and essential 21st-century skills for tomorrow's workforce. Learning tasks provide students the opportunity to express their thoughts, opinions, and ideas while allowing them to make decisions about their learning path and project outcomes.
- Design Element 3: Advisory and House Systems. I Dream Big Academy uses innovative scheduling to provide dedicated time to create small communities within the school to ensure students have the space and tools to build meaningful relationships that allow adults to truly get to know them, their strengths, weaknesses, and interests. This ensures all groups of students are provided with integrated wraparound services and supports so that each can fulfill the curriculum's goals according to their abilities and competencies, ensuring equal access to knowledge.
- Design Element 4: Career Exploration through Entrepreneurship and Internships. Through unique explorations of college programs and businesses, students discover their passions and interests and learn to connect them to purposeful careers. Students pique their curiosity with relevant learning experiences culminating with a year- long entrepreneurship and an internship.

To achieve our goals and implement these key design elements, all stakeholders accept our non-negotiables (beliefs) as pivotal to our organization's and vision's success. They outline what we believe and plan to do to achieve these goals. They are identified below in Figure 1.2.

Figure 1.2 Beliefs

OUR BELIEFS



Community Engagement

As our mission and vision iterate, our model depends on trusting relationships and close partnerships. This extends beyond the Stillman College partnership to include businesses and nonprofits within the community, recreational and community organizations, churches, and local citizens who have deep roots in Tuscaloosa and its surrounding communities. Community co-designing elevated many elements of this model, and we continue to test this model through conversations and feedback from community and business leaders, education reform experts, students, and families. We have engaged over 300 individuals and dozens of organizations through 4 Informational Meetings and 1:1 Conversations, including over 300 survey responses to learn about their experiences and what they want in a school environment. We used this feedback to inform our school model. Over several months, I Dream Big Academy founding members canvassed neighborhoods, knocking on doors throughout the West End community and beyond and speaking directly with parents and stakeholders. We met with and held meaningful conversations with the higher education institutions to further understand the education landscape and outreach opportunities. The I Dream Big Academy founding team also conducted four community meetings to gather feedback that helped shape the mission, vision, values, and key components of I Dream Big Academy.

Through these community meetings, I Dream Big Academy reached more than 200 members to gather information to inform the model and to answer questions. In June, the I Dream Big Academy team held a student design session on the Stillman College campus in which 52 middle school students completed a survey and shared design ideas of what they wanted to see in a new school model. I Dream Big Academy sought additional feedback from community members through surveys and captured input from 136

respondents and will continue to engage with stakeholders throughout the school's pre-opening phase. We listened as parents, community members, and students shared feedback on the quality of education, access, and the cost of quality education in the area. In September, I Dream Big Academy launched a digital outreach through its social media platforms. Through these platforms, I Dream Big Academy has engaged over 136 stakeholders and captured survey input. Respondents were asked to use a ranking scale (very important to not important) of the importance of I Dream Big Academy's key design elements, their interest in school choice, and their interest in enrolling in I Dream Big Academy if approved.

On average, more than 95% of all responses indicated that the key design elements were important to them and that, collectively, these design elements were not currently available to their child. 60% of the responses indicated an interest in enrolling their child, representing 81 students, which is more than half of I Dream Big Academy's available seats before any recruitment or marketing.

Leadership and Governance

I Dream Big Academy has assembled a knowledgeable, high-capacity governing board whose expertise spans finance, nonprofit management, school leadership, human resources, academics, fundraising, development, real estate, social services, community engagement, and business administration, with the skill set to ensure effective operation.

Enrollment Summary

I Dream Big Academy will enroll 175 students in grades 6-8 in year one to ensure fiscal and academic wellness in implementing our mission, vision, and academic model. The anticipated growth pattern through Year 5 (see Table 1.3) is 550 students in grades 6-12 and reaches capacity with 700 students in grades 6-12 in Year 7.

Table 1.3 Enrollment Projections

	Year 1	Year 2	Year 3	Year 4	Year 5
	2025-2026	2026-2027	2027-2028	2028-2029	2029-2030
	Anticipated Enrollment	Anticipated Enrollment	Anticipated Enrollment	Anticipated Enrollment	Anticipated Enrollment
6th	100	100	100	100	100
7th	50	100	100	100	100
8th		50	100	100	100
9th			50	100	100
10th				50	100
11th					50
12th					
Total	150	250	350	450	550

I Dream Big Academy's rationale for the number of students and grades was based on several factors. It begins with a slow growth plan of 6 classrooms across 2 grades based on an average 25:1 classroom ratio. I Dream Big Academy selected this growth pattern based on several factors: Grade 6 has a cohort of 4 classrooms, and Grade 7 has 2 classrooms. We begin with a full cohort of grade 6 because this represents a transitioning grade from elementary to middle school when students are most likely to change physical schools. Research shows that students in this grade transition from childhood to adolescence, thus requiring a more supportive environment fostering intellectual, social, and emotional growth. The I Dream Big Academy model is designed to help meet these needs. Based on community input, parents requested an additional grade in middle school to provide an option for siblings and other families seeking a school option. I Dream Big Academy chose 7th grade to provide time to develop and grow into a high school while building the school culture.

- Another primary reason for this slow growth plan is ensure financial stability. This approach allows IDBA to manage its finances more effectively, ensuring we can sustain ourselves without overextending the budget.
- We aim to maintain quality control and focus on ensuring that the quality of education and the overall learning environment are maintained at high standards. This will allow us to establish a strong reputation and culture and build trust within our community.
- Recruiting qualified educators and staff members is crucial for the success of I Dream Big Academy. This slow growth strategy allows us to carefully select and train staff, ensuring they align with I Dream Big Academy's mission and values.
- The slow growth plans can enable I Dream Big Academy to integrate more effectively into the local community. We believe that by building relationships with parents, community leaders, and other stakeholders, I Dream Big Academy can gain valuable support and involvement, which is essential for our long-term success.
- I Dream Big Academy developed a plan aligned with space availability by coexisting on Stillman College's campus Infrastructure. This will allow us to develop our Infrastructure sustainably, ensuring that facilities are adequate to support the growing student population without compromising quality.

Section 3.2 Mission and Vision

Our Mission

I Dream Big Academy fosters academic excellence and supports the whole child in cultivating their passions into purposeful careers by providing rigorous, relational, and relevant learning experiences that increase early access to college and workforce opportunities. Hence, students are prepared to impact their community and global society immediately.

Our Vision

Our shared vision is to create learning opportunities for students — both inside and outside the classroom — that prepare them with the academic foundation, mindsets, and character necessary to gain access to the colleges and careers of their choice and to be successful in these endeavors.

Target enrollment prioritizes student recruitment in Tuscaloosa's West End zip codes 35401 and 35403, then expands to surrounding communities. I Dream Big Academy anticipates student demographics reflective of its community and the Tuscaloosa School System, as shown in Table 1.2:

Table 1.2 Anticipated Student Demographics

Student	Dream Big Academy	Tuscaloosa City	Central High School		
Demographics	Anticipated	Schools	(Community HS)		
Black or African	80%	68.33%	88.76%		
American					
White	10%	24.25%	5.56%		
Hispanic/Latino	5%	5.98%	4.89%		
American	3%	4.03%	3.84%		
Indian/Alaska Native					
Asian	<2%	2.17%	-		
Other	-	-			
Students with Limited	4%	4.60%	3.44%		
English Proficiency					
Students with	18%	17.22%	21.69%		
Disabilities					
Economically	55%	46.7%	59.39%		
Disadvantaged					

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. The Governing Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School, the fulfillment of the Charter 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 and submitted in the Application. 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, and the Application.

Section 4.3 Non-Profit Status

A Public Charter School must be governed by an independent Governing Board that is, throughout the Term of Charter 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 in the Application.

Section 4.5 Composition

The Governing Board at all times shall have at least twenty percent (20%) of its members be Parents of students who attend or who have attended the School for at least one academic year.

Section 4.6 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 4.7 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. However, 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 4.8 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 Charter Contract, and the Commission's 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

Consistent with the requirements of Ala. Code §§ 16-6F-7 & 16-6F-9 and the First Amendment to the United States Constitution, the School shall not engage in any sectarian or religious practices in its educational program, admissions or employment policies, or operations. This includes, but is not limited to, the use of prayer, the use of sectarian or religiously themed classroom instruction, the display of religious imagery on school property, or any other sectarian or religiously themed activities or programming during regular school operating hours.

The School will at all times operate consistent with the First Amendment to the U.S. Constitution's prohibition on public religious establishment, and consistent with the Fourteenth Amendment's guarantee of equal protection of the laws which includes, without limitation, an obligation to ensure that to the extent the School uses facilities owed by a religious institution, it does so solely for secular educational purposes; that such facilities contain no religious symbols or messaging; and that such facilities are not used to provide the opportunity for proselytizing the students of the school by clergy, school employees, or adult volunteers.

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 Charter Contract, unless the School does not have access itself to such.

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 State 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 this Charter 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 twenty-five percent (25%) of the funds used to purchase the asset were public funds. Public funds include, but are not limited to, funds received by the School from any governmental entity, 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 Local 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 in the approved Application, Attachment 12: Public Charter School Application, page 339.

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 this 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; and
- 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 Charter 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 rescues him or herself from all Governing Board discussions and does not vote on or decide any matters related to such a transaction; and
- 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 (10%) 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 16-6F-5(a) of the Act and incorporated into this Charter Contract 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, and submitted for formal approval by the Authorizer, 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 this 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, and submitted for formal approval by the Authorizer, 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 this Charter Contract, and assure that its student enrollment does not exceed the capacity of its facility.

Section 6.4 Enrollment Plan

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

	Year 1		Year 2		Year 3		Year 4		Year 5		
	2025-2026		2026-2027		2027	2027-2028		2028-2029		2029-2030	
	atp	max	atp	max	atp	max	atp	max	atp	max	
6th	100	125	100	125	100	125	100	125	100	125	
7th	50	75	100	125	100	125	100	125	100	125	
8th			50	75	100	125	100	125	100	125	
9th					50	75	100	125	100	125	
10th							50	75	100	125	
11th			ľ						50	75	
12th			ľ								
Total	150	200	250	325	350	450	450	525	550	700	

^{*}Note: Our goal is to reach the anticipated enrollment for each grade, but if not, at least the total anticipated enrollment for each school year.

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 through the charter contract amendment process. Approval must occur one year prior to the effective date.

Section 6.5 Student Records

The School shall maintain student records in the same manner as Non-Charter Public Schools.

Section 6.5 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 Non-Charter Public Schools in the state. Each fee must be approved by the Governing Board.

Anticipated fees are detailed in the following list:

\$150 per year for students in Grades 6-8 (includes arts course supplies and equipment, academic course supplies, and technology fee)

\$200 per year for students in Grades 9-12 (includes arts course supplies and equipment, CTE course fees, academic course supplies, technology fee and advanced placement course supplies and fees)

Reasonable graduation fees to be determined.

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 in its Application. Any changes to the essential design elements must receive approval of the charter contract amendment application requesting the changes.

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 as set forth in the Application and 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 included in the Application.

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 by August 1, 2024. The School may move its location(s), acquire new facilities, or add cost centers during the term of the contract only after obtaining approval from the Commission, subject to such terms and conditions as may be specified. 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

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

Section 11.2b Insurance

The Governing Board of the School has voted not to participate in the Public Education Employees' Health Insurance Plan. Such election has taken place prior to the execution of this Charter Contract and 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 Ala. Code §§ 31-13-1 *et seq.*, as amended from time to time). 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 that handle funds on behalf of the School.

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 Charter 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 Charter Contract as Exhibit 9. The Performance Frameworks shall supersede and replace any and all assessment measures, education goals and objectives, financial operations metrics, and organization performance metrics set forth in the Application and 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 the 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 for the 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 sixty (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.

Section 14.5 Sectarian or Religious Imagery

The Governing Board or their designee(s) shall take proper steps to remove any religious symbols, insignia, literature, or other materials from the School. The School shall not contain any religious symbols visible to those attending and working in the school during normal school hours. Any religious symbols or insignia that cannot be removed from the premises owned or leased by the School are to be covered or otherwise hidden from view during regular school hours. The School shall maintain distinct

and separate signate such that a passerby does not infer a relationship between the School and any sectarian or religious institution. For example, any signage that is located on the property owned or leased by the School and which refers to a church or is otherwise affiliated with a religious organization is to be covered during regular school hours.

ARTICLE XV: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

Section 15.1 Breach by the School

Violation of any material provision of this Charter 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 Charter 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 Charter 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 this Charter 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 in its Application or in response to a request by the Commission for information or documentation; or
- The School's performance falls in the bottom quartile of schools on the State Board of Education's accountability index.

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 this Charter Contract;
- b. Fails to meet the performance expectations set forth in this Charter 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; or
- e. Fails to meet the performance expectations set forth in this Charter 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.

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 (90) 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 Charter Contract for any reason by the School, upon expiration of this Charter 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 Charter 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 Charter Contract.

Section 15.6 Disposition of Assets upon Termination or Dissolution

Upon the termination or expiration of this Charter Contract or the dissolution of the School, 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 April 5, 2024.

APPROVED BY A QUORUM OF THE COMMISSION ON February 5, 2024:

Luis Ferrer

Luis Ferrer, Chair Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:

Latanya Collier

Latanya Collier, President I Dream Big Academy Charter School, Inc. Board of Directors

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 12: Public Charter School Application

Attachment 1: Pre-Opening Process and Conditions

TASK	DUE DATE	STATUS/NOTES	COMPLETE
School Facility/Physical Plant:			
Provide the proposed location of the School; identify any repairs/renovations that need to be completed by school opening, the cost of these repairs, the source of funding for the repairs, and a timeline for completion.	08/01/2024		
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.	10/01/2024		
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.	10/01/2024		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	06/01/2025		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	06/01/2025		
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.	05/01/2025		
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.	04/01/2025		

TASK	DUE DATE	STATUS/NOTES	COMPLETE
The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP).	03/01/2025		
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.	03/15/2025		
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.	04/01/2025		
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.	02/15/2025		
Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended.	05/01/2025		
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.	04/15/2025		
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 .	05/01/2025		

TASK	DUE DATE	STATUS/NOTES	COMPLETE
PRE-OPENING SITE VISIT:	07/01/2025		
Prior to a School opening, Commission staff will conduct a site visit to verify that that School has completed or is on track to complete each preopening condition and confirm the School is ready to open.			
State assessment schedule is on file with the Commission.	08/01/2025		
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.	08/01/2025		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	05/01/2025		
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).	05/15/2025		
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.	07/01/2025		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	08/01/2025 Must occur prior to students arriving on campus		

TASK	DUE DATE	STATUS/NOTES	COMPLETE
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.	08/01/2025		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	08/01/2025		
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.	05/01/2024		
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).	06/01/2024 To be updated with 20% parent requirement by 7/1/2025		
Resume of each Governing Board member is on file with the Commission.	06/01/2024 To be updated as needed.		
Governing Board disclosure forms are complete and on file with the Commission.	06/01/2024		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	06/01/2024		

TASK	DUE DATE	STATUS/NOTES	COMPLETE
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.	06/15/2024		
Budget:			
Submit a Quarterly statement of income and expenses.	06/01/2024		
Submit evidence of \$250,000 of unencumbered funds.	06/01/2024		
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.	06/01/2024		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission.	07/01/2024		
Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.	04/01/2025 Or at the beginning of the lease		

Note:

- 1. If a due date falls on a Saturday or a Sunday, the document/report will be due on the next Monday.
- 2. If a due date falls on a holiday, the document/report will be due the next business day.

Attachment 2: Governance Documents

Copies of the Articles of Incorporation, Bylaws, and IRS Determination Letter of I Dream Big Academy Charter School are attached hereto.

Attachment 3: Governing Board Roster and Disclosures

			Governing Bo	ard Roster		
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
Chair	Thomas R. Bice	3800 Colonnade Pkwy/420 Bham 35243	205-545-7266	tbice@mggoodirchfoundation.org	2018	2023
Vice Chair	Lashunda Boler	3800 Colonnade Pkwy/420 Bham 35243	205-545-7266	bollerllc@yahoo.com	2018	2023
Secretary	Bobby Humphrey	3800 Colonnade Pkwy/420 Bham 35243	205-545-7266	Bobby.Humphrey@bryantbank.com	2018	2023
Member	Deidra Clark	3800 Colonnade Pkwy/420 Bham 35243	205-545-7266	ouijella@gmail.com	2018	2023
Member	Janet King	3800 Colonnade Pkwy/420 Bham 35243	205-545-7266	janeteking@gmail.com	2018	2023
Member	Robert Record	3800 Colonnade Pkwy/420 Bham 35243	205-545-7266	rrecord@christhealthcenter.org	2018	2023
Member	Kate Neilsen	3800 Colonnade Pkwy/420 Bham 35243	205-545-7266	Kateneilsen54@gmail.com	2019	2024
Member	Isabel Rubio	3800 Colonnade Pkwy/420 Bham 35243	205-545-7266	irubio@hispanicinterest.org	2019	2024
Member	Joe Ayers	3800 Colonnade Pkwy/420 Bham 35243	205-545-7266	joe@woodlawnunited.org	2019	2024
Member	Holding for Parent	3800 Colonnade Pkwy/420 Bham 35243	205-545-7266		2019	2024
Member	Holding for Parent	3800 Colonnade Pkwy/420 Bham 35243	205-545-7266		2019	2024

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

Pro	vide 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.
Э.	I affirm that I have obtained a high school diploma or its equivalent.
1.	I affirm that I am not on the National Sex Offender Registry or the state sex offender registry.
	I affirm that I have not been convicted of a felony.
	Yes, I affirm that all of the above assurances are true. Jo, I affirm that one or more of the assurances are NOT true.
	venue Service, the U.S. Attorney, the Attorney General of Alabama or of any state, a District
Att disc	orney, the Ethics Commission, or any other law enforcement or regulatory body concerning the
Att lise exe	orney, the Ethics Commission, or any other law enforcement or regulatory body concerning the charge of your duties as a governing board member of a for-profit or non-for profit entity or as an
Att dise exe ⊐ E	orney, the Ethics Commission, or any other law enforcement or regulatory body concerning the charge of your duties as a governing board member of a for-profit or non-for profit entity or as an cutive of such entity. If the answer to this question is yes, please explain.
Att dise exe ⊐ E	Does not apply to me.
Attributed	orney, the Ethics Commission, or any other law enforcement or regulatory body concerning the charge of your duties as a governing board member of a for-profit or non-for profit entity or as an cutive of such entity. If the answer to this question is yes, please explain. Does not apply to me. Yes (Explain) close whether you have entered into a settlement agreement, consent decree, adjournment in
Att disc exe	close whether you have entered into a settlement agreement, consent decree, adjournment in templation of dismissal, assurance of discontinuance, or other, similar agreement with the above
Att disc exe L Discon	close whether you have entered into a settlement agreement, consent decree, adjournment in templation of dismissal, assurance of discontinuance, or other, similar agreement with the above secutorial or regulatory entities.

Governing Board Member Disclosure Form (continued)

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1. Indicate whether you, your spouse, or anyone in your immediate family* meets either of the following conditions:
\Box 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.□ If yes, please describe.
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.
☐ If yes, please describe.
3. 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 School's Governing Board, or being employed by the School are conflicts for certain issues that should be disclosed.]
□ None
☐ 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.
☐ If yes, please provide additional information.

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

1. Indicate whether you, your spouse, or other immediate far or have been offered a direct or indirect ownership, employed provider. For any interested indicated, please provide a detail. I/we have no such interest.	nent, contractual or management interest in the
☐ If yes, please provide additional information.	
2. Indicate if you, your spouse, or other immediate far conducting, any business with the provider. If so, indicate the will be conducted.	mily* member anticipate conducting, or are see precise nature of the business that is being or
☐ I/we do not anticipate conducting any such business	3.
☐ If yes, please provide additional information.	
Other I affirm that I have read the School's bylaws and conflict of I,	interest policies. Ty to the best of my knowledge and ability that
the information I am providing to the Alabama Public Capplication to serve as a member of the Governing Board of Public Charter School is true and correct in every respect.	Charter School Commission in regard to my
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 Dream Big Academy Charter School
Mission:	I Dream Big Academy (IDBA) fosters academic excellence and supports the whole child in cultivating their passions into purposeful careers by providing rigorous, relational, and relevant learning experiences that increase early access to college and workforce opportunities. Hence, students are prepared to impact their community and global society immediately.
Vision:	I Dream Big Academy's shared vision is to create learning opportunities for students — both inside and outside the classroom — that prepare them with the academic foundation, mindsets, and character necessary to gain access to the colleges and careers of their choice and to be successful in these endeavors
Objectives:	 The objectives of I Dream Big Academy are: To create a culture of academic excellence by setting high expectations for all students, providing support and resources to help them achieve those expectations, and recognizing and celebrating their achievements. To provide students with opportunities to gain real-world experience through internships, job shadowing, and other experiential learning opportunities. To provide support services such as counseling and mental health services to help students cope with the challenges they may face during these years. To ensure that all students have access to the same opportunities and resources, regardless of their race, gender, socio-economic status, or other factors by eliminating any barriers that may prevent certain students from succeeding academically or socially.
Goals:	 The Goals of I Dream Big Academy are: Academic Excellence: To provide a rigorous and challenging academic program that prepares students for success in college and beyond. College and Career Preparation: To prepare students for the next stage of their lives, whether that be college, a career, or both. Social Emotional Development: To provide students with opportunities to develop their leadership skills, build relationships with their peers, and learn how to navigate the complex social dynamics of adolescence. Equity and Inclusion: To create an inclusive and equitable environment for all students.
Education Program	Lab School
Term #1:	
Education Program	Project Based Learning
Term #2:	
Education Program Term #3:	College and Career Preparation
Education Program Term #4:	Advisory and House System
Education Program Term #5:	Cultural Responsiveness

Geographic Area	Tuscaloosa, AL
Served:	
Location:	Campus of Stillman College
Grades Served 2015-	6th-7th
2016:	
Grades Served at	6th-12th
Capacity:	
Projected Enrollment	150 Students
2015-2016:	
Projected Enrollment	700 Students
at Capacity:	
Educational Service	N/A
Provider:	

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

CONFLICT OF INTEREST POLICY OF I Dream Big Academy Charter School

Article I Purpose

The purpose of this Conflict of Interest Policy is to protect this tax-exempt organization's ("Organization") interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization 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 conflict of interest applicable to nonprofit and charitable organizations.

Article II Definitions

- **A. Interested Person**. Any director, principal officer, 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 the Organization has a transaction or arrangement,
- 2. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- 3. A potential ownership or investment interest in, or compensation with, any entity or individual with which the Organization 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.

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. 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.
- 3. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- 4. If a more advantageous transaction or arrangement is not reasonably possible under the 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 the Organization's 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 member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- 2. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member 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:

- A. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with any 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.
- B. 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

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

Article VI Annual Statements

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- A. Has received a copy of the conflicts of interest policy,
- B. Has read and understands the policy,
- C. Has agreed to comply with the policy, and
- D. Understands the Organization is charitable, 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.

Article VII Periodic Reviews

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

- A. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- B. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes, and do not result in impermissible private benefit or in an excess benefit transaction.

Article VIII Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Attachment 6: Education Service Provider (ESP) Contract Guidelines

(Not Applicable)

- 1. The maximum term of an ESP agreement must not exceed the term of the Charter 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 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 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 Governing Board to waive its governmental immunity.
- 5. No provision of an ESP agreement shall alter the Governing Board's treasurer's legal obligation to direct that the deposit of all funds received by the School be placed in the School's account.
- 6. ESP agreements must contain at least one of the following methods for paying fees or expenses: (1) the Governing Board may pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the Governing Board; or (2) the Governing Board may advance funds to the ESP for the fees or expenses associated with the School's operation provided that documentation for the fees and expenses are provided for Governing Board ratification.
- 7. ESP agreements shall provide that the financial, educational, and student records pertaining to the School are School property and that such records are subject to the provisions of the Alabama Open Records Act. All School records shall be physically or electronically available, upon request, at the School's physical facilities. Except as permitted under the Charter Contract and applicable law, no ESP agreement shall restrict the Commission's access to the School's records.
- 8. ESP agreements must contain a provision that all finance and other records of the ESP related to the School will be made available to the School's independent auditor.
- 9. The ESP agreement must not permit the ESP to select and retain the independent auditor for the School.
- 10. If an ESP purchases equipment, materials, and supplies on behalf of or as the agent of the School, the ESP agreement shall provide that such equipment, materials, and supplies shall be and remain the property of the 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 School, the ESP shall not include any added fees or charges with the cost of equipment, materials, and supplies purchased from third parties.

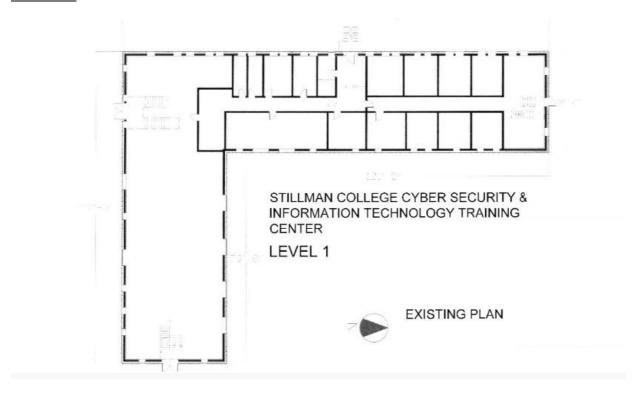
- 12. ESP agreements must contain a provision that clearly allocates the respective proprietary rights of the Governing Board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the School owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the School; or (ii) were developed by the ESP at the direction of the Governing Board with School funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the School's proprietary rights over curriculum or educational materials that are developed by the ESP from funds from the 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 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 School. If the ESP leases employees to the 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 School operations. If the School is staffed through an employee leasing agreement, legal confirmation must be provided to the 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 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 School shall be limited to those costs specific to the School program and shall not include any costs for the marketing and development of the ESP.
- 16. If the 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 Charter Contract, the School is authorized to operate at the physical facility or facilities outlined in this schedule. The School shall not occupy or use any facility with students for academic instruction until approved by the Commission and the facility has been approved for occupancy by the appropriate state, county, and city departments.

Physical Plan Description: I Dream Big Academy will occupy Geneva Hall. Geneva Hall was completed in 1954 as a two-story residence hall for women. This hall was renovated in the 1980s to serve as a Center for Excellence in STEAM and Troops to Teachers. Currently, the second floor of the Hall is being renovated to house the Cyber security program and classroom spaces.

Floor Plans



a. Size of building. Geneva Hall consists of two identical floors; this creating a two-story building. Each floor is approximately 9,250 sq. ft. and the total square footage of Geneva Hall is 18,500 sq. ft. The building sits within 20 ft of two of the campus four storm shelters and is adjacent to, less than 50 feet, the campus dining hall.



Certificate of Use and Occupancy (Not applicable at this time)



November 28, 2023

Dream Big Academy Attn: Dr. Angela Lang 3208 8th Street Tuscalcosa, AL 35401

Re: Letter of Intent for K-12: HBCU Partnership and Building Lease

Dear Dr. Lang:

This Letter of Intent (LOI) establishes the general terms under which Stillman College intends to enter into an agreement with Dream Big Academy @ Stillman College (DBA) for a mutually beneficial partnership related to the establishment of a public charter school serving grades 6-12 initially and PK2-12 eventually. For purposes of this letter of intent, Stillman College and DBA shall bereinafter be referred to collectively as "the Parties." This LOI is an expression of general terms and conditions that the Parties presently intend to incorporate into a written agreement that will govern future interactions between the Parties (hereinafter, the "Memorandum of Understanding" or "MOU"). As soon as practicable following the mutual acceptance and authorization of Dream Big Academy @ Stillman College Charter, the Parties will enter into negotiations with the objective of executing the MOU within thirty business days thereafter, if parties are not able to execute the MOU within the designated timeframe, the LOI shall be deemed terminated

Stillman College has a historic mission of providing opportunity through access to education. From its founding in 1876 as an institute to prepare black ministers for the Presbyterian Church, to its expansion into co-education with the opening of a School of Nursing in the early twentieth century, and its historic impact upon the preparation of teachers of color, Stillman College has opened new possibilities for the underserved through its fearless spirit of innovation. Its partnership with the I Dream Big Academy is just the most recent expression of this spirit. This partnership will expand the opportunities for both Parties to serve their missions to address the need for quality education and expand pathways to success for students and for teacher candidates seeking professional experiences.

The terms are as follows:

Partnership. It is the present intention of the Parties that, upon execution of the MOU and
approval of the charter school application, the Parties would collaborate to implement a
laboratory school model in a partnership between the Stillman College School of Education
and DBA. The Lab School partnership will provide a unique and innovative learning
environment as a model for educational excellence. The Lab School aims to enhance the
quality of education by integrating research, technology, and best practices in teaching and
learning, allowing teacher candidates to gain practical experience in a real classroom.

IIPage



OFFICE OF THE PRESIDENT

setting. High School students will increase awareness of the education field, and current enrolled college students will increase preparation as future teachers. Thus, Stillman College can build a pipeline to the education field and potentially increase the number of Blacks, specifically black males, who enter the Education profession.

Through ongoing research projects, the lab school aims to contribute to the field of education by identifying effective instructional strategies and sharing them with other educators. Furthermore, the lab school will serve as a professional development site for teachers and administrators. Educators from across Tuscaloosa and beyond will have the opportunity to observe classroom instruction, engage in professional dialogue, and learn from the expertise of lab school teachers. This collaborative environment will foster continuous improvement in teaching practices and will support the professional growth of educators.

- Additionally, the Parties will establish dual enrollment opportunities for DBA students. DBA students will have an opportunity to participate in dual enrollment courses and participate in other program opportunities to increase their awareness of Stillman College Program offerings.
- 3. Facilities Lease or Land Lease. The Parties will negotiate and execute a multi-year building lease for certain real property located on the campus of Stillman College. In the event that an affordable and adequate facility cannot be agreed upon, the Parties will negotiate an affordable land lease for the construction of such a facility. Fees associated with such a lease agreement shall not exceed 7% of DBA's annual operating budget. Barring unforeseen complications, DBA will plan to move into the building no later than June 2025 and begin operating its charter school in August 2025.
- Indemnification. The MOU between the Parties will include appropriate provisions requiring DBA to carry insurance acceptable to Stillman College and that DBA will indemnify Stillman College against any claims and losses arising out of or related to the activities of DBA.
- Term and Termination. This LOI will automatically terminate and be of no further force and effect upon the earlier of (i) execution of the MOU by the Parties or (ii) termination by either Party by sending written notice of termination to the other Party.

If DBA agrees with the intentions expressed in this LOI, please sign this LOI in the space provided below and return a signed copy to the attention of Dr. Yolanda W. Page, President of Stillman College for full execution.



For Stillman College

Name: Yolanda W. Page, Ph.D.

Title: President

Organization: Stillman College

Date: Signature:

Name: Tina N. Phillips

Title: Interim Vice President for Finance and Administration and CFO

Organization: Stillman College

Date: Signature:

For Dream Big Academy

Name: Dr. Angela L. Lang Title: Executive Director

Organization: I Dream Big Academy

Date: Signature:

Charter School Physical Plant Description

2. The address and a description of the site and physical plant (the "Site") of I Dream Big Academy Charter School follows:

Address: 3601 Stillman Blvd, Tuscaloosa, AL 35401

Description: I Dream Big Academy will occupy Geneva Hall, located on the campus of Stillman College. Geneva Hall is currently undergoing second floor renovations to create a Cyber Security Lab and classrooms. The second-floor renovation will be accessible to I Dream Big Academy as enrollment increases. Geneva Hall is approximately 18000 sq. ft, consisting of two floors. The first floor consists of office and classroom spaces. Office spaces will be renovated to meet the classroom needs of I Dream Big Academy. All elective courses, i.e., art, music, physical education, will take place in the identified program building of Stillman College, allowing Geneva Hall to serve primarily as Advisory, support and core academic learning spaces.

Configuration of Grade Levels: 6th-12th

Term of Use: Term of Charter Contract

- 3. 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 (Provided on the previous page)
 - b. Size of building (Provided on the previous page)
 - c. Scaled floor plan (Provided on the previous page)
 - d. Copy of executed lease or purchase agreement (A LOI is provided on the previous page; The lease is being developed and will be provided prior to August 2024)
- 4. 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.
- 5. If the site described above is not used as the physical plant for the School, this Attachment of this Charter Contract between the School and the Commission must be amended pursuant to the Terms and Conditions of the Charter 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 Charter Contract and the amendment regarding the new site has been executed by the Commission or its designee.

6. 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 Charter 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 applicant and submitted with the application for a charter school.

As the duly authorized representative of the applicant group (the school), I hereby certify under the penalty of perjury that all information and statements submitted for or on behalf of: <u>I Dream Big Academy</u> are accurate and true to the best of my knowledge and belief; and further, I certify and assure that, if awarded a charter:

- 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 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, within sixty days of approval of its charter application, 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. The School's governing body has adopted a resolution or motion that authorizes the submission of the School's Charter School Application, including all understandings and assurances contained herein, directing and authorizing the School's designated representative to act in connection with the application and to provide such additional information as may be required by the Commission.
- 42. The School understands that the Commission will not reimburse the School for any costs incurred in the preparation of this application. All applications and associated materials become the property of the Commission, and the School claims no proprietary right to the ideas, writings, items, or samples, unless so stated in the application.
- 43. The School agrees that submission of the application constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, the School has described those exceptions in detail on a page attached to this document. The School understands that the Commission is not bound by any of the changes that the School has proposed to the sample contract and that if its application is approved the specific terms and provisions of the contract will be negotiated.
- 44. The School grants the Commission, or its representatives, the right to contact references and others who may have pertinent information regarding the ability of the School, its Governing Board members, proposed management, and lead staff to perform the services contemplated by the application.

45.	The School grants the Commission, or its representatives background checks as part of the evaluation process. Signed impacted individuals are attached.			
46.	The School is submitting proposed Contract exceptions or char	nges:	Yes	☐ No
	If Contract exceptions are being submitted, the School has a	ttached the	em to this forn	n.
47.	All of the information submitted in the Application is true, correct, complete, and in compliance with Alabama laws.			
48.	All of the information contained in the Application reflects the of the application was plagiarized.	work of th	ne applicant; n	o portion
NAM	E OF SCHOOL			
SIGNA	ATURE OF DULY AUTHORIZED REPRESENTATIVE		DATE	_
NAM	E 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.

I Dream Big Academy Charter School School Performance Framework

	School P	erformance Framework	
	Year 1	Year 3	Year 5
ACADEMICS	3		
Achievement	Student subgroups' proficient data in ELA and/or Math is 5% higher on end of year ACAP assessment compared to subgroups in the zoned local schools.	Student subgroups' proficient data in ELA and/or Math is 5% higher on end of year ACAP assessment compared to year one IDBA benchmark data	Student subgroups' proficient data in ELA and/or Math is 5% higher on end of year ACAP assessment compared to year three IDBA benchmark data
Growth	60% of students meet academic growth targets in ELA and/or Math from Fall Baseline NWEA MAP data compared to Spring NWEA MAP data	70% of students meet the Academic Growth target in ELA and/or Math as measured by the end of year ACAP assessment	80% of students meet the Academic Growth target in ELA and/or Math as measured by the end of year ACAP assessment
Mission Aligned	60% of students express "favorable" rating of the use of Advisory as measured by the end of year Student Climate Survey	75% of students express "favorable" rating of the use of Advisory as measured by the end of year Student Climate Survey	85% of students express "favorable" rating of the use of Advisory as measured by the end of year Student Climate Survey
College and Career Readiness	Not measurable	Not measurable	80% of eligible students meet one or more of a college and career readiness indicator as measured by the AIMS CCR report
FINANCE			
Enrollment	Enrollment Variance equals or exceeds 85 percent of the total anticipated enrollment in the most recent year	Enrollment Variance equals or exceeds 90 percent of the total anticipated enrollment in the most recent year	Enrollment Variance equals or exceeds 95 percent of the total anticipated enrollment in the most recent year
Audit	IDBA is not in default of loan covenant(s) and/or is not	IDBA is not in default of loan covenant(s) and/or is not	IDBA is not in default of loan covenant(s) and/or is not

	delinquent with debt service payments as measured by end of year financial audit	delinquent with debt service payments as measured by end of year financial audit	delinquent with debt service payments as measured by end of year financial audit
OPERATIO	ONS		
Attendance	Chronic absenteeism data for all students is less than 20% as measured by the AL state report card data at the end of the school year.	Chronic absenteeism data for all students is less than 15% as measured by the AL state report card data at the end of the school year.	Chronic absenteeism data for all students is less than 10% as measured by the AL state report card data at the end of the school year.
Reporting	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract as indicated by meeting 85% of the relevant reporting requirements as indicated in the Anvilar Reporting System at the end of each year	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract as indicated by meeting 90% of the relevant reporting requirements as indicated in the Anvilar Reporting System at the end of each year.	The school materially complies with applicable laws, rules, regulations, and provisions of the charter contract as indicated by meeting 95% of the relevant reporting requirements as indicated in the Anvilar Reporting System at the end of each year.

Attachment 10: Enrollment Policy

I Dream Big Academy Recruitment and Open Enrollment Plan

Dream Big Academy's policy is that the school shall not discriminate against any student based on race, ethnicity, national origin, gender, sexual orientation, disability, religion, or any other basis that would be unlawful for a public school. I Dream Big Academy shall be open to any child eligible under the laws of the State of Alabama for admission to a public school. The school shall ensure compliance with all applicable anti-discrimination laws governing public schools, including Title VI of the Civil Rights Act and SB45: The Alabama School Choice and Student Opportunity Act governing admission to a charter school. Because we believe deeply in the right for families to choose the best option for their children, I Dream Big Academy's enrollment plan will ensure a fair and equitable recruitment and open enrollment process for all families regardless of socioeconomic status, academic ability, learning disability, English proficiency, risk of dropping out, and zip code.

Recruitment Strategy

I Dream Big Academy believes there is no more powerful recruitment tool than an honest description of the type of environment our school will provide to students and families and our promise that all students, regardless of race, gender, ethnicity, or disability, will be provided with the strong academic skills and an excellent foundation necessary to excel in life, career, and post-secondary training and education. I Dream Big Academy strives to recruit students through extensive and intensive outreach programs; therefore, we will implement the following recruitment strategies to attract students:

Recruitment Activities,

Print Advertising,	Digital Advertising,	Neighborhood Outreach	Community Partnerships, and	Virtual and In- Person Events.
How do we create brand awareness through printed materials?	How do we create brand awareness through digital campaigns?	How do we maximize outreach on the ground?	How do we establish relationships with community-based organizations?	How do we use events to engage families and keep families interested?

Marketing with Print and Digital Tactics

Print marketing campaigns:

- Mailings (postcards);
- Posters, flyers, brochures, door knockers;

- Newspaper/Magazine ads; and
- Billboard ads and yard signs.

Digital marketing campaigns:

- School Website;
- Automated email and text journeys;
- Using QR codes Radio ads;
- Social Media-Boosted ads on Facebook, Instagram, and LinkedIn; and
- Google ads.

As applicable, translated materials will be provided for families whose second language is English.

Neighborhood Outreach Proactively reaches out to families of lower socio-economic classes, academically low-achieving students, students with disabilities, and youth at risk of academic failure.

Outreach involves:

- Increasing awareness and visibility;
- Approaching people to talk about your school;
- Handing out informational materials about your programs; and
- Helping families complete applications.

Outreach strategies include:

- Identifying hotspots (A hotspot is a high-traffic, high-volume location in or near the community). Examples may include shopping and community centers, entertainment venues, popular restaurants, supermarkets, etc.;
- Neighborhood canvassing to distribute informational materials and answer questions;
- Getting creative: Find ways to draw attention. Examples include hiring a balloon twister, playing fun music, wearing bright colors, wearing a designed t-shirt for your school, setting up a table, making eye contact & smiling; and
- Activating a team of volunteers: The more people we can involve, the more ground we can
 cover. We will leverage parent volunteers to speak with potential families during our
 outreach activities.

Community Partnerships Conduct informational meetings and visit churches, recreation centers, community development agencies, and community events to establish relationships, assess community needs, distribute informational materials, and answer questions. I Dream Big Academy has held over six virtual informational sessions and will continue the outreach upon approval. Community partnerships involve the following:

- Identifying specific community-based organizations that are willing to help us spread the word;
- Identifying and establishing a relationship with a specific point of contact for the community-based organization (i.e., program/center/event coordinator, manager, or director); and
- Maintaining open and consistent lines of communication with established points of contact through automated email, monthly email newsletters, including upcoming events, personalized phone calls, in-person visits, etc.

Building relationships with community-based organizations includes partnering with:

- Community centers;
- Sports organizations/leagues, school programs, and daycare centers;
- Medical offices / pediatric centers / dental clinics;
- Small businesses:
- Faith-based and nonprofit organizations; and
- Local fairs/farmers markets.

I Dream Big Academy will provide materials to outreach organizations serving ELL students and be available to meet in person at community events to answer any questions. I Dream Big Academy has connected with a community translator and community member to help actively engage the Hispanic Community. To reach families who are traditionally less informed about educational choice options, the planning team will contact local child welfare services, organizations that provide services for new immigrants, English language learners, homeless shelters, foster care centers, and educational services for families. As part of the outreach plan, the planning team will issue Public Service Announcements (PSAs) on local radio stations, organize free public information sessions, and approach local newspapers in English and Spanish to arrange interviews about the school.

Community Outreach:

- Virtual specialty showcases/workshops;
- Virtual 1:1 appointments for families to ask questions;
- Virtual and in-person information sessions; and
- Host family nights

Our greatest asset and recruitment tools will be our students and parents. By providing them with a high-quality educational experience, we will leverage our parents and students as the most prominent recruitment source by allowing them to share their experiences fluidly.

Application Procedures

I Dream Big Academy will conduct the application process through PowerSchool using a simple one-page application. Enrollment applications will be available digitally and in print and placed on the I Dream Big Academy Website and at local community centers. Digital QR codes will also be placed at physical locations to access the online applications. Online applications can be completed with any digital device, including tablets and cell phones. Devices and paper applications will also be available at our registration office for parents who need to complete the application in person or may require assistance. Arrangements will be made to ensure that any family who wishes to complete an application will have access to and support to complete one. I Dream Big Academy will bring the process to community centers and neighborhoods and directly to the families' doorsteps as needed. I Dream Big Academy will manually upload any paper applications into the PowerSchool platform. Once families apply, they will receive an email and/or text confirmation that their application has successfully been submitted. They will be able to log in to their account at any time to check the status of their application.

Enrollment Process

A Comprehensive Plan for Recruitment and Marketing

Because we believe deeply in the right for families to choose the best option for their children, I Dream Big Academy's recruitment plan is mission-aligned with our beliefs. It ensures a fair and equitable recruitment and enrollment process to serve all families. I Dream Big Academy will use a multi-faceted approach to recruiting to ensure that we reach students who have been traditionally academically or economically disadvantaged or at risk of failure. I Dream Big Academy shall not discriminate against any student based on race, ethnicity, national origin, gender, sexual orientation, disability, religion, or any other basis that would be unlawful for a public school. The School shall comply with all applicable anti-discrimination laws and fully comply with Section 16-6F-5 of the Alabama School Choice and Student Opportunity Act that regulates charter school enrollment.

Admission Plan:

PowerSchool is a school choice and student enrollment software that uses a fully random, automated process that assigns a spot or waitlist position number to the name of each person who has applied during the open enrollment period. The automated lottery fills all available seats and places students on the waiting list in the order the automated random process assigns their names. This waiting list will be used to fill any available seats throughout the school year. Applications received after the open enrollment period are placed at the end of the waitlist generated by the lottery.

After the space allotted in each grade is filled in the order determined by the lottery, the remaining applications will be placed in rank order on a waiting list. Any applications received after the application deadline and after the lottery are added to the end of the waiting list in the order they were received. As students withdraw from I Dream Big Academy, that space will be given to the next person on the waiting list at that grade level.

Random Selection Process:

Per the Alabama School Choice and Student Opportunity Act, I Dream Big Academy will enroll students who apply for admission using the PowerSchool online enrollment management system. If more students apply to I Dream Big Academy than the seats available, I Dream Big Academy will adhere to Alabama law, which requires admission to be based on a lottery.

I Dream Big Academy will utilize a randomized lottery process for student enrollment. All applications received before the enrollment deadline will be placed into the Power School Enrollment System to conduct a random lottery selection process. The automated lottery helps ensure an equitable, fair, tamper-proof lottery process with built-in workflows, user permissions, and audit logs. The automated process will fill all available seats and place students on the waiting list in the order that the automated random process assigns their names. This waiting list will be used to fill any available seats throughout the school year. Applications received after the open enrollment period, including those from transfers and students wishing to re-enroll, will be placed at the end of the waitlist generated by the lottery as they are received. As students withdraw from I Dream Big Academy, that space will be given to the next person on the waiting list at that grade level. Attendance at the lottery is not a requirement for selection.

Per the Alabama School Choice and Student Opportunity Act 2015-3 Section 5(a)(3), I Dream Big Academy will not limit admission based on ethnicity, national origin, religion, gender, income, disability, English language proficiency, academic or athletic ability. I Dream Big Academy will ultimately be open to all students, but it will prioritize students who reside in Tuscaloosa, Alabama, as per Ala. Code § 16-6F-1. If available seats remain following this enrollment, preference is given to students as follows:

- Siblings of currently enrolled students
- Students residing within Tuscaloosa County, AL
- Students enrolled in attendance zones outside of Tuscaloosa County, AL
- Employees and Board of Directors but not to exceed 10% of the total student population

Our marketing efforts and recruitment plan will target high-poverty communities in the West End area, specifically the 35401 zip code, to ensure that we reach students who have traditionally been academically or economically disadvantaged or at risk of failure. This will assist in promoting an anticipated enrollment from these communities. Reaching families in poverty, academically lowachieving students, students with disabilities, and other at-risk youth requires a multi-faceted approach. This includes community outreach and engagement with local community organizations, housing authorities, social service agencies, and faith-based institutions to host recruitment events. We plan to implement targeted marketing and communication strategies to distribute materials in languages represented within the community. This includes utilizing various communication channels such as social media platforms, local newspapers, radio stations, and community bulletin boards to disseminate information about the charter school's unique programs and support services. We will host information sessions inclusive of all populations, conveniently located, and flexible with times convenient to our targeted populations. We will provide families with alternative ways and support to conveniently submit enrollment applications via our website or paper copies available at recruitment events or in person as we canvass neighborhoods and meet families door to door. By implementing these strategies, we can effectively reach and enroll these populations of students.

Acceptance

I Dream Big Academy will email, text, and/or mail letters to inform parents/guardians of their student's acceptance or their number on the waiting list. I Dream Big Academy will also place phone calls to the parent/guardian of each accepted student, notifying them of their acceptance. Parents/guardians of accepted students will be asked to reply to the digital text, email, or contact the office to accept or deny their placement. Acceptance must be received no later than thirty calendar days after the lottery. I Dream Big Academy will make every attempt to contact families during the final week to confirm their acceptance. Families who fail to respond by this deadline will forfeit their spot at I Dream Big Academy but can reapply or be placed on the waitlist for the current year.

Registration Procedures

Parents will immediately receive notification of their child's acceptance by logging into the Power School site. I Dream Big Academy will also email and/or mail letters to inform parents/guardians of their student's acceptance or their number on the waiting list. I Dream Big Academywill also place phone calls to the parent/guardian of each accepted student, notifying them of their acceptance. Parents/guardians of accepted students will be asked to return an acceptance letter

indicating that they accept or deny their placement. Acceptance letters must be physically returned or postmarked no more than ten calendar days after the lottery or digitally accepted in PowerSchool within this same period. I Dream Big Academy will send an automated call and email to remind parents of the acceptance deadline before the 10th day. Students who fail to respond by this deadline will forfeit their spot at I Dream Big Academy.

Upon acceptance, parents or guardians will finalize an enrollment form digitally through PowerSchool or on paper.

Records

I Dream Big Academy will utilize the state-adopted Alabama Student Information System to maintain all student records. Records will be maintained securely and only accessible to authorized staff members at the school. Student records are official and confidential documents protected by the Federal Family Educational Rights and Privacy Act (FERPA), Children's Internet Protection Act (CIPA), Health Insurance Portability and Accountability Act (HIPAA), and Children's Online Privacy Protection Act (COPPA). Electronic records will be backed up and stored in a safe, secure, and easily accessible location (i.e., external hard drive, server). All required enrollment and attendance data will be reported to the local school system and the Alabama Department of Education within the required timeframe and requested format.

The registrar will obtain, request, maintain, and transfer all student records. Student cumulative folder records with transcripts, grading, and registration information will be securely stored in the guidance department and only accessible to authorized faculty and staff members.

Management System

I Dream Big Academy shall maintain records on all enrolled students utilizing the state-adopted Alabama Student Information System (ASIM). I Dream Big Academy will use the state-standardized student management system. The student management system is Power School and Special Education Tracking System (SETS) Web. See additional adherence below:

Act 2015-3 states the following regarding public charter school student information:

- A public charter school shall maintain records on all enrolled students utilizing the state-adopted Alabama Student Information System (ASIM).
- Alabama public charter schools must adhere to all federal, state, and local laws pertaining to data
 privacy and security, including, but not limited to, Family Educational Rights and Privacy Act
 (FERPA), Children's Internet Protection Act (QPA), Health Insurance Partability and Accountability
 Act (HIPAA), and Children's Online Privacy Protection Act (COPPA).
- Public charter schools must use the state-standardized student management system. Currently, the student management system is Chalkable Information New (INOW) and Chalkable Special Education Tracking System (SETS) Web.
- Acquisition, Installation, use, and training on the student management system are the responsibility
 of the public charter school.
- All federal reporting requirements must be met, specifically in order to satisfy Education Facts (EDFacts) data reporting requirements. Specifics can be found at: http://www2.ed.gov/about/inits/ed/edfacts/index.html
- In order to comply with federal reporting deadlines, data must be submitted to the ALSDE at the
 prescribed times and in the prescribed format. The ALSDE reporting calendar for each year can be
 found at: http://www.alsde.edu/dest/data/Papes/datacollectionschedule-all.assx

Enrollment Guidelines

Students enrolled in an Alabama Public School may be electronically transferred through PowerSchool.

<u>Social Security Numbers (SSNs) are NOT required for enrollment</u> and will not be necessary. If a school requests an SSN, the school MUST state (a) the disclosure is voluntary, (b) the statutory or other legal authority under which it seeks the SSN, and (c) explain the purpose for collecting the SSN. SSNs should not be required on any other school document, which includes extracurricular activities, athletics, or other school purposes unless the law requires an SSN for participation. The presumption should always be that SSNs are NOT required. School officials should assign a temporary identification number and submit a request for a Unique Student Identifier to be given to the student.

<u>A birth certificate is NOT required for enrollment</u>. I Dream Big may request a birth certificate for age verification, but other forms of documentation will carry equal value. For athletic participation, a birth certificate may be required.

Other forms of documentation could include:

- · Religious, hospital, or physician's documents showing date of birth;
- · A baptismal certificate;
- ·An entry in a family Bible;
- ·An adoption record;
- ·An affidavit from a parent; or
- ·Previously verified school records.

I Dream Big Academy will not deny enrollment if a student is born in a foreign country.

<u>An Alabama driver's license is NOT required for proof of residency</u>. Schools can request a driver's license but MUST accept other forms of documentation, such as a utility bill or residential lease.

Withdrawal and Re-enrollment:

Parents and/or guardians of students withdrawing from I Dream Big Academy will be asked to complete a withdrawal packet, an exit interview, and/or a survey identifying the reasons for withdrawal from the school. The withdrawal packet will include a request for the contact information of the receiving school and a record release form.

Students who wish to re-enroll after a withdrawal will submit a Re-Admission application and follow the same selection process as students submitting the regular Admission application. If seats are available, students will be allowed to re-enroll. If seats are unavailable, students will be placed in the lottery or on the waitlist, depending on which is applicable when the re-enrollment application is received.

Pre-Admission Activities

There will not be any pre-admission activities for students or families.

Waiting List

A waiting list is a mechanism used to manage the enrollment process when more students are interested in attending the school than available spots. Students who submitted applications during enrollment but were not initially selected through the lottery process will be placed on the waiting list. The Power School automation system will automatically determine the order, and each student on the waitlist will be assigned a number.

As spots become available before or during the instructional year due to declined offers or withdrawals, I Dream Big Academy will offer them to students on the waiting list according to their position. The School will contact the student's family to inform them of the available spot and provide a deadline for accepting or declining the offer. If a student declines or fails to respond within the given timeframe, their position on the waiting list may be removed accordingly, and the next person on the waiting list will be offered the seat.

I Dream Big Academy will maintain a rolling waiting list that extends beyond the current year. Periodically, I Dream Big Academy will notify parents of their adjusted waitlist number and confirm that they wish to maintain their waitlist status.

Student Transfer

I Dream Big Academy does not automatically enroll or accept students wishing to transfer into I Dream Big Academy. Students must apply and follow the same process as all interested students wishing to enroll at I Dream Big Academy.

Recruitment and Enrollment Timeline

Resident and Enforment Timeline				
<u> </u>	Approval of Charter Application – December 31, 2024			
Recruitmen	t and Outreach Campaign			
October 1, 2024 – December 31, 2024	October 1, 2024 – December 31, 2024 Open enrollment and accept applications from			
Application Period	prospective families Continued Recruitment and			
	Outreach			
January 14, 2025	If applications do not exceed seats available, notify			
	families with an acceptance text, email,			
	automated call, and an official acceptance letter			
January 15, 2025	If applications exceed seats available, notify			
	families that a Lottery will be held, and provide			
	details			
January 17, 2025	Conduct a Student Application Lottery			
January 18-19, 2025	Acceptance and Waitlist Notifications:			
	Notify families with an acceptance text, email,			
automated call, and an official acceptance let				
	For families on the waiting list, provide			
	notification via email, call, and written			
	notification.			
January -July 2025	Continued Recruitment and Outreach Campaign as			
	needed			
January 14 -January 31, 2025	Families Return Acceptance Letter or digitally			
	confirm acceptance			
	commin acceptance			

February 1, 2024-April 2025	Warm Outreach to Expected Parents-Monthly swag or postcard
February 1- closing of the 20-Day ADM	Accept and enroll applicants as they are received, and seats are available for the specific grade
April 1-May 1, 2025	Priority Student Registration
June 1, 2024-July 31, 2025	Late Student Registration (as needed)
April 10-July 1, 2025	In person visit with families and students. Deliver "Founding" Swag t-shirts and take photo frame pictures
Following the 20-Day ADM-EOY	Accept and enroll applicants as they are received and seats are available for the specific grade.
September 1, 2025	Begin Recruiting and Marketing Campaign for 2026

DATE	Must be completed by Parent/Legal Guardian SCHOOL		100	PLEASE PRINT	
LAST NAME			MIDDLE NAME		
DATE OF BIRTH					
STREET ADDRESS				GENERAL CONTRACTOR	
RACE - Circle One: ASIAN				2000	
CHILD LIVES WITH - Circle On					
*SOCIAL SECURITY NUMBER (voluntary)				
PARENT(S) / GUARDIAN NAM	E: **# guardien, provide so	hool with a copy	of guardianship pa	pers.**	
MOTHER/GUARDIAN		_ Address _			
Email Address					
EMPLOYER					
ATHER/GUARDIAN		Address			
Email Address		Cell Phone			
EMPLOYER					
EMERGENCY CONTACTS: (PEMERGENCY #1	LEASE LIST NUMBERS (OTHER THAN YOU	OUR OWNVERY		
RelationP	hone	*			
THESE PEOPLE HAVE PERMIT	A COLUMN TO SECURE A SECURITION OF THE PARTY	AND DESCRIPTION OF THE PERSON.		Phone	
			10.77		
	Relation		Phone		
	Relation		Phone		
	Relation		Phone		
AME AND ADDRESS OF FOR	MER SCHOOL:	10000			
ARENT SIGNATURE					

Attachment 11: Request for Proposals for Service Providers

1 Introduction

I Dream Big Academy Charter School

This Request for Proposal (RFP) is to invite prospective vendors to submit a proposal to provide <<XYZ>> system to I Dream Big Academy Charter School. The RFP provides vendors with the relevant operational, performance, application, and architectural requirements that the system must fulfill.

This document describes the Request for Proposal (RFP) from I Dream Big Academy Charter School. This document is a company confidential document. Vendors requested for proposal are engaged to respect the confidentiality of information contained in this document.

Rules for tendering this RFP are explained in Section 2.

1.1 Purpose of the RFP

I Dream Big Academy is selecting a solution/service provider for a <<XYZ>>system. Our objective is to select the vendor who most fully meets the requirements identified in this Request for Proposal (RFP). <<Company Name>> may elect to award a contract pursuant to the RFP. Your company is invited to take part in this process and provide a proposal that satisfies <<Company Name>> requirements.

Within the RFP you will find all the information necessary to do a proper assessment of << Company Name>> requirements. Service providers are invited to respond to this RFP by describing how they can meet the requirements set out in this RFP and by providing other information requested. Responses to this RFP will be used to qualify service providers for the final evaluation and price negotiation phases of the selection process.

1.2 Scope of Work

<Please include a short introduction about the objective of the project, expected deliverables, etc.>. This could cover the following:

- project goals
- objectives
- deliverables
- scope
- stakeholders / number of employees
- Other basic information about the project

1.3 Confidentiality

This Request for Proposal, including any other material and information provided by <<Company Name>>, contains I Dream Big Academy Charter School proprietary and confidential information that is provided to you for your exclusive use in evaluating and preparing your response. If at any time your company decides not to respond to the RFP, please

destroy any copies of the document and confirm your non-participation either in writing or by email.

This document should not be duplicated except as necessary to prepare your response. This document should not be disclosed or distributed to any third party. All copies of this document except one file copy should be destroyed following submission of your response. The file copy should be held confidential and not used for any purpose other than bid evaluation, response preparation, and subsequent discussions with <<Company Name>>, if any result. You should safeguard the confidentiality of this document and any copies with the same degree of care with which you safeguard your own confidential information. Vendors may not use the name, logo, or trademarks of <<Company Name>>in connection with any advertising or publicity materials or activities without the prior written consent of the <<Company Name>>. The obligation not to disclose any confidential information shall not be affected by bankruptcy, receivership, assignment, attachment or seizure procedures, whether initiated by or against the vendor, nor by the rejection of any agreement between the <<Company Name>>and the vendor, by a trustee of the vendor in bankruptcy, or by the vendor as a debtor-in-possession or the equivalent of any of the foregoing under local law.

2 Vendor Instructions

2.1 Background

This RFP has been issued to organizations that will respond satisfactorily to the Request for Proposals (RFP) dated <<DATE>>. The RFP identifies <<Company Name>>'s requirements in sufficient detail in order to identify a preferred vendor.

2.2 General Instructions

Vendors are requested to consider the following instructions when preparing their responses:

- Only respondents who have been directly invited to respond to this RFP shall be considered. Vendor responses must be valid for 6 months from the date of submission. Vendors must be commercially bound to their response.
- Vendors must address all matters raised in this RFP.
- Any statements made about the performance and specifications of the proposed solution will be considered to be true and will be incorporated into the final purchase contract. Any functionality or features not included in the cost estimate must be clearly identified in the response to the RFP.
- Vendors must address all items specified in this RFP. Failure to adhere to the specified format may disqualify a vendor from further consideration.

Submission of proposals shall constitute evidence that the vendor has made all the above mentioned examinations, and is free of any uncertainty with respect to conditions that would affect the execution, and completion of this project.

2.3 RFP Changes, Binding Bid Process

<Company Name>>reserves the right to negotiate any or all RFP terms and conditions, and to cancel, amend or resubmit this RFP in part or entirety at any time. This RFP has been issued exclusively for providing adequate information about <<XYZ>> System requirements for <<Company Name>>in order to receive a proposal of this project from vendors. While one or more vendors may be selected as candidates, and I Dream Big Academy Charter School may negotiate a vendor contract with one or more respondents, I Dream Big Academy Charter School reserves the right to reject any or all of the responses received for any reason or no reason, and to decline negotiating and signing a vendor contract with any vendors responding to the RFP regardless of whether any vendor's response is partially or fully accepted or rejected, or contains the highest or lowest mark-up or price, or the most timely services delivery commitment, or whether a vendor responds with a no-response notice or has an existing contract with I Dream Big Academy Charter School, and regardless of any other matter. I Dream Big Academy Charter School further reserves the right to negotiate with any vendor who does not receive this RFP. Accordingly responses should be submitted in the terms most favorable to <<Company Name>>.

2.4 Disqualification

Statements known to be, or subsequently found to be, inaccurate or misleading may disqualify the vendor from further participation in the evaluation process.

2.5 Structure of the Response

All responses to this proposal must follow the structure given below:

- 1. Executive Summary
- 2. Company Profile

(Describe your organization's core businesses, products, services, markets, awards, etc.)

- 3. Similar Experience & Customer References
- 4. Requirements Understanding / Scope of Work (Please illustrate that you have understood our requirements.)
- 5. Vendor Eligibility Criteria (as per section 3 of RFP)
- 6. Compliance Matrix (as per section 4 of RFP)
- 7. Proposed Solution Description with screenshots of the interface
- 8. Implementation Approach / Deliverables / Training Details
- 9. Post Implementation Support / SLA
- 10. Project Plan / Timelines
- 11. Project Management Approach

(Please illustrate your project management approach in terms of proposed team structure, communication plan, escalation management, quality plan and any other relevant information)

12. Pricing Details (as per format in section 5 of the RFP)

2.6 Schedule of Events

Event	Date
RFP Distribution to Vendors	
Written Confirmation of Vendors with Bid Intention	
Questions from Vendors about scope or approach due	
Responses to Vendors about scope or approach due	
Proposal Due Date	
Target Date for Review of Proposals	
Onsite Oral Presentation / Demo of the proposed solution	
Final Vendor Selection Discussion(s)Week of	
Anticipated decision and selection of Vendor(s)	
Anticipated commencement date of work	
Anticipated completion of work	

2.7 Contacts

Any questions concerning technical specifications or Statement of Work (SOW) or contractual terms & conditions must be directed to:

Name	
Address	
Phone	

FAX	
Email	
Responses to the RFP are due by < <date>>. Please submit your response is soft copy>>to:</date>	n < <hard <="" copy="" td=""></hard>
Name	
Address	
Phone	
FAX	
Email	

2.8 Evaluation Criteria

Any award to be made pursuant to this RFP will be based upon the proposal with appropriate consideration given to operational, technical, cost, and management requirements. Evaluation of offers will be based upon the Vendor's responsiveness to the RFP and the total price quoted for all items covered by the RFP.

Proposals must address all the items identified in the Request. All proposals will be evaluated based on the following criteria:

- Completeness of proposal
- Experience and past performance with similar customers
- Ability to meet requirements as specified in the *Compliance Matrix*
- Initial cost, including goods and services, yearly maintenance fee, and any recurring costs
- Financial stability of your company
- Demonstrated quality of service and training
- Flexibility of product
- Oral presentation

I Dream Big Academy Charter School does not represent that these are the sole criteria and reserves the right to adjust selection criteria at any time.

2.9 Awarding of Contract

I Dream Big Academy Charter School is not bound to accept the lowest proposal and is not obliged to give a reason for rejecting a proposal. Prospective suppliers are advised that nothing in this documentation, or in any communication between << Company Name>> and any other party, shall be taken as constituting a contract, agreement or representation between << Company Name>>

and/or any other party, except for a formal award of contract made in writing by I Dream Big Academy Charter School. Neither shall it, or they, be taken as constituting a contract, agreement or representation that a contract shall be offered.

Please note that I Dream Big Academy Charter School reserves the right to vary the number of vendors invited to interviews and presentations, or dispense completely with this part of the process, at its sole discretion. I Dream Big Academy Charter School reserves the right at all points in the procurement process either not to select a candidate to go forward to the next stage, or following completion of the procurement process, not to make any award of contract.

I Dream Big Academy Charter School has prepared this RFP in good faith. To the extent that I Dream Big Academy Charter School is permitted by law, <<Company Name>> excludes any liability (whether in contract, negligence or otherwise) for any incorrect or misleading information contained in this RFP.

3 Vendor Eligibility Criteria

<< Below are a few sample eligibility criteria, please incorporate/modify as per your specific requirements>>

- Vendor is defined as an independent company registered in 'country name' or a consortium of partnership between a local 'country name' registered company and local or global services partner. Please provide the following details:
 - o Legal Name:
 - o Parent Company:
 - o Corporate Headquarter Address:
 - o Internet Address:
 - o In what business area has your company engaged?
 - o How many years has your company been in business under its present name? o If you are a corporation or limited liability corporation, show state and date of incorporation.
 - o Is there, or has there been in the last three years, any litigation or governmental or regulatory action pending or threatened against your organization that might affect your ability to provide stated products and services? State the status of any current or pending lawsuits.
- The business enterprise must currently be incorporated, or registered as a company (corporation, limited, partnership) and be able to demonstrate that it has been andis offering goods/services under the business name for a period not less than 5 years. Sole Proprietors/Independent Contractors must be able to demonstrate that they have been engaged in their business activity for not less than 5 years.
- Minimum amount of yearly turnover of the company/vendor during the last three years i.e., for 2010-11, 2011-12, 2012-13 should be at least <<\$\$>>.

- The vendor should have the experience of providing cloud based solutions/services for at least **5 years**.
- Vendor security policies and processes should have been ratified, evaluated and rated by a reputed third party analyst firm such as Gartner/Forrester, please provide details.
- Vendor should have experience of implementing and providing services using cloud based <<XYZ>>Tools in at least 3 organizations in 'country name' and 5 organizations in 'region name'; references should be provided for the same.
- Vendor must have the experience of integrating the proposed <<**XYZ>>** tool with other third party applications such as QuickBooks, MS Project, PeopleSoft, SAP etc. for unidirectional / bidirectional communication as per requirement to automate the entire process. Please provide details with customer references to substantiate.
- The SaaS provider will need to provide sufficient evidence that its platforms will scale to meet current peak and future application processing and user demands through the use of customer references with similar requirements. SaaS vendors with a good track record will be able to provide and guarantee response times with the required service levels.
- Vendor controls and processes should be SSAE16 compliant. Please attach certificate/report.
 - Vendor providing remotely hosted / SaaS based offerings should host the solution in a Tier 4 data center and maintain a separate disaster recovery site, please provide details.
 - We have a strong commitment and preference to the consideration and use of certified minority and women-owned businesses (M/WBE's) to the greatest extent possible. Bidder shall provide details, if applicable.

The eligibility will be seen based on the above criteria and <<Company Name>> has the right to reject responses not meeting the qualification criteria.

4 Compliance Matrix

In the subsequent sections, we have detailed the specifications for the various components of the requirement. Vendors must highlight their compliance status against each requirement or specification in their response along with additional comments (if any) by using the following legend:

Solution Features	S = Standard N = Not Available C = Available with Customization T = Available through 3rd-party
-------------------	---

4.1 Technical/Functional

Sr. No.	Requirements	S/N/C/ T	Additional Remarks
1	The system must allow minimum working hours to be defined for all or some users		
2	The system must allow different working patterns, to cater for part-time and other flexible working arrangements, for some or all users		
3	The system must allow user accounts to be suspended and re-instated		
4	The system must allow for different overtime categories to be defined (single time, double time, etc)		
5	The system must allow an employee's contracted hours to be defined		
6	Pre-population of timesheets based on project allocations		
7	The System must allow user to copy forward historical pattern of work to pre-populate future weeks		
8	The System must be able to save data without submitting for approval		
9	The System must have an escalation process in place to flag via email or workflow, that time has not been approved by the approving manager. Approvers must be clearly prompted which approvals are missing when they access the system. Similarly, users should be reminded via email notifications from the system if timesheet is due or overdue.		
10	Option to define approval paths up to minimum five levels deep		
11	The system must allow a different approval path to be defined for each user		
12	Manager should be able to approve or Reject the request directly from the email or the tool. In case the Manager rejects the request, a comment field should be available to mention the reason.		

13	Approvers must be able to select a deputy to approve in their absence from the approved list.	
14	Users must be able to nominate another user to act as their deputy in case of absence etc.	
15	The system must allow administrators to restrict who can act as a deputy / substitute.	
16	System data should be available for download and analysis	
17	System should allow creation of extensive overtime rules as per company / state policy and should also provide out of the box templates.	
18	The system should ensure compliance with built-in/customizable alerts, emails, and approval capabilities; providing what is needed for government audits such as DCAA, SOX, etc.	

4.2 Security / Hosting

7.2 0	4.2 Security / Hosting			
Sr. No.	Requirements	S/N/C/ T	Additional Remarks	
1	Users must not be able to view any staff records other than their own.			
2	The system must provide adequate security to prevent unauthorized access			
3	The system must provide the facility for passwords to be changed, and for the administrator to configure the frequency with which this should occur as well as setting up password constraints.			
4	Ability to sign in using password authentication that is synchronized with the firm's Active Directory services			
5	Support for deployment of Single Sign-on (SSO) with SAML			
6	The system must allow for encryption of information both inbound and outbound.			

7	The system must provide an automatic time-out facility to prevent users remaining logged in when their sessions are inactive.	
8	The security features provided in the system and by the hosting facility should be compliant with the relevant industry recognized security standards. Please provide details along with supporting documents.	
9	The system must be externally hosted and supported within a jurisdiction with appropriate Data Protection legislation.	
10	The system must have an uptime of at least 99.5%. Please provide supporting evidence with your response.	

4.3 Performance

Sr. No.	Requirements	S/N/C/ T	Additional Remarks
1	Please describe how your solution scales from an infrastructure perspective.		
2	Please describe how your solution's performance scales with the number of concurrent users/sessions online? Does geographic distribution of users affect performance? Please describe.		
3	How do you deal with unexpected peaks in demand/usage? Please include details on whether other customers can affect performance of the environment if shared.		
4	The system must provide sub-second response times, as visible to the user, operating over a domestic broadband connection, at least 97% of the time.		
5	The same system must be able to seamlessly scale to cope with initial volume of users (approx. 500) and any additional volume of users without replacing the system.		

4.4 Integration

Sr. No.	Requirements	S/N/C/ T	Additional Remarks
1	Real-time integrations can be built to almost any other software solution		
2	Experience of the vendor and ease of integration with QuickBooks, PeopleSoft, MS Project, etc.		
3	API/Web Services availability		

4.5 Reporting

Sr. No.	Requirements	S/N/C/ T	Additional Remarks
1	The system must provide a mixture of pre- configured and user defined Management Information reports		
2	The system must allow standard and customized reports against current and archived data.		
3	The system should allow saving of user-defined reports for future use.		
4	The system must allow all viewable reports to be printed and produced in electronic form.		
5	Automated reports that can be e-mailed to recipients based upon a preset schedule		

4.6 Others

Sr. No.	Requirements	S/N/C/ T	Additional Remarks
1	The system should be capable of being accessed from any internet device, including mobile devices		
2	The system must be able to run on supported versions of Internet Explorer, Chrome, Firefox and Safari		
3	The system should not require installation of applets or controls to run on a client		

4	The system ideally will have a built-in help function	
5	Upgrades/updates to the system should be frequent (weekly/bi weekly) and should be handled by the vendor without any downtime.	
6	The vendor should be able to provide software administrative training to key staff	
7	System should support English and local language where legally required	
8	Vendor should provide 24x7x365 support services with a real person to assist when needed, please provide details.	

5 Pricing Details

All prices quoted by the vendor must be fully itemized, in <<currency name>>, and inclusive of all taxes and all expenses. I Dream Big Academy Charter School expects to contract with the vendor on a Fixed Price basis for all components of the supply. We expect the vendor to quote a fixed price for:

- Product
- Implementation services
- Customizations
- All software licenses for the vendor's products
- All software licenses for third party products supplied by the Vendor
- Support fees for one (1) year commencing from date of go-live

Please clearly identify all assumptions made when producing these prices.

Attachment 12: Public Charter School Application

(attached)

Certificate Of Completion

Envelope Id: 9A7AE885F1914228843C4FD70AAA1405

Subject: Complete with DocuSign: FINAL - I Dream Big Academy Charter School. Charter Contract 2024(23808...

DS_Retrieve_Field: Source Envelope:

Document Pages: 97 Certificate Pages: 2 AutoNav: Enabled

Envelopeld Stamping: Disabled

Time Zone: (UTC-06:00) Central Time (US & Canada)

Signatures: 2

Initials: 0

Envelope Originator: Logan Searcy 50 North Ripley St

Status: Completed

Montgomery, AL 36104 Isearcy@alsde.edu IP Address: 107.77.236.49

Record Tracking

Status: Original

4/4/2024 2:23:52 PM

Security Appliance Status: Connected

Storage Appliance Status: Connected

Holder: Logan Searcy

Isearcy@alsde.edu Pool: StateLocal

Pool: Alabama State Department of Education

Location: DocuSign

Location: DocuSign

Signer Events Signature

Luis Ferrer luis.j.ferrer@outlook.com

Security Level: Email, Account Authentication

(None)

Luis Ferrer

Signature Adoption: Pre-selected Style Using IP Address: 162.226.54.226

Timestamp

Sent: 4/4/2024 2:32:59 PM Viewed: 4/4/2024 8:13:42 PM Signed: 4/5/2024 5:21:45 AM

Sent: 4/5/2024 5:21:48 AM

Viewed: 4/5/2024 1:43:08 PM Signed: 4/5/2024 1:43:39 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Latanya Collier

collier.latanya@yahoo.com

Security Level: Email, Account Authentication

(None)

Latanya Collier

Signature Adoption: Pre-selected Style Using IP Address: 75.62.77.49

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Timestamp

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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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	_	
Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events Status Timestamp

Signature

Carbon Copy Events Status Timestamp

COPIED

Lane Knight

lknight@balch.com

Security Level: Email, Account Authentication

(None)

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Sent: 4/5/2024 1:43:44 PM

Carbon Copy Events Status Timestamp Nash Campbell Sent: 4/5/2024 1:43:44 PM **COPIED** nash.campbell@arlaw.com Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign Angela Lang Sent: 4/5/2024 1:43:45 PM **COPIED** alang@fellow.bes.org Viewed: 4/10/2024 8:19:43 AM Security Level: Email, Account Authentication (None) **Electronic Record and Signature Disclosure:** Not Offered via DocuSign

Logan Searcy
Isearcy@alsde.edu
Education Administrator
ALSDE

Sent: 4/5/2024 1:43:46 PM
Resent: 4/5/2024 1:43:49 PM
Viewed: 10/29/2024 2:33:45 PM

Security Level: Email, Account Authentication

Electronic Record and Signature Disclosure:

(None)

Payment Events	Status	Timestamps
Completed	Security Checked	4/5/2024 1:43:46 PM
Signing Complete	Security Checked	4/5/2024 1:43:39 PM
Certified Delivered	Security Checked	4/5/2024 1:43:08 PM
Envelope Sent	Hashed/Encrypted	4/4/2024 2:32:59 PM
Envelope Summary Events	Status	Timestamps
Notary Events	Signature	Timestamp
Witness Events	Signature	Timestamp
Not Offered via DocuSign		