

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, the 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 [Office of Public Charter Schools Resources and Links](#)

2. Commission/Governing Board Acknowledgement and Attribution

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

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

- | | |
|---|--|
| • Terms and Conditions | • Article XIII: Oversight and Accountability |
| • Parties | • Article XIV: Commission's Rights and Responsibilities |
| • Recitals | • Article XV: Breach of Contract, Termination, and Dissolution |
| • Article I: Purpose, Term and Conditions Precedent | • Article XVI: Miscellaneous Provisions |
| • Article II: Definitions | • Article XVII: Notice |
| • 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 | |

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

PUBLIC CHARTER SCHOOL CONTRACT

Issue Date: July 7, 2023

CHARTER SCHOOL CONTRACT

FOR THE OPERATION OF

PARTIES:

Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

Independence Preparatory Academy Board of Directors

EIN: 92-1734073

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PARTIES

This Charter School Contract (this “Charter Contract”) is executed on this 7th day of July 2023 by and between the Alabama Public Charter School Commission (the “Commission”) and the Independence Preparatory Academy Board of Directors (the “Governing Board”), for the operation of the Independence Preparatory Academy (the “School” or “iPrep”).

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 the Independence Preparatory Academy, (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 Independence Preparatory Academy Board of Directors.

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

MISSION & VISION

Independence Preparatory Academy Charter School seeks to build upon the unique assets of the Fairfield community to provide an innovative school that students deserve to improve academic achievement and disrupt the cycle of poverty.

Through student-centered instruction, a predictable and nurturing environment, and intentional character development, Independence Preparatory Academy ensures that students in kindergarten through eighth grade are equipped with the academic tenacity and strength of character necessary to excel in high school, pursue the college and careers of their dreams and create positive change within their communities.

iPrep believes that all children deserve access to a quality education that prepares them for college and the career of their dreams. Therefore, we commit to student-centered and student-driven learning through carefully designed classroom environments and freedom within limits to provide our students with the foundation that makes their dreams come true. We believe all children must be immersed in a rich academic achievement culture, supported by predictable guardrails to develop character, and engage in a nurturing community to build strong agency.

Appendix A of the charter application defines our core values in detail. These values anchor all aspects of our model - from instruction to the physical environment to school culture. Together with our mission and vision, our core values help to form a coherent, innovative model for Independence Preparatory Academy.

EDUCATIONAL NEED AND ANTICIPATED STUDENT POPULATION

Receiving a quality education is a civil right and, for many, the ticket out of poverty. According to Kids Count Data Center, 17% of children in the US live below the federal poverty threshold, yet, the greatest contributor to ending poverty is quality education.¹ If all students in low-income areas had just basic reading skills, an estimated 171 million people could escape extreme poverty.² If all adults complete some post-secondary education, the global poverty rate will be cut by more than half.³

The results from 1996 and 2022 [NAEP](#) in reading and math reveal the widening achievement gap between African American students and their White counterparts and all students eligible for free or reduced lunch and

¹ *Children in poverty: Kids count data center.* KIDS COUNT data center: A project of the Annie E. Casey Foundation. (n.d.). Retrieved October 28, 2022, from <https://datacenter.kidscount.org/data/tables/171-children-in-poverty?loc=2&loct=2#detailed/2/any/false/1572,1485,1376,1201,867,133,38,35,18,17/any/8326,8327>

² *How does education affect poverty? it can help end it.* Concern Worldwide. (2022, July 14). Retrieved June 12, 2023, from <https://www.concernusa.org/story/how-does-education-affect-poverty/#:~:text=Access%20to%20high%2Dquality%20primary,issues%20can%20keep%20communities%20vulnerable.>

³ Ibid.

those not.⁴ Notably, there is a 21-point difference in 4th and 8th-grade math and a 22-point and 20-point difference in 4th and 8th-grade reading, respectively.⁵ Drawing this closer to home, over the past five years, Alabama students have performed significantly below the national average in 4th and 8th-grade math and reading (**Figure 1.1**).

Figure 1.1: NAEP Results in Math and Reading

		2017		2019		2022	
		AL	Nation	AL	Nation	AL	Nation
Math	Grade 4	31%	40%	28%	40%	27%	35%
	Grade 8	21%	33%	21%	33%	19%	26%
Reading	Grade 4	31%	35%	28%	34%	28%	32%
	Grade 8	28%	35%	24%	32%	22%	29%

In Fairfield City Schools, the 2022 results of the ACAP indicate that 21% of students are proficient in ELA, 4% are proficient in math, and 8% are proficient in science.⁵ While Fairfield's graduation rate has increased by about 5%, the percentage of students showing college and career readiness (CCR) remains at least 40% below the graduation rate.⁶ In 2021, [PARCA](#) reported that Blacks and economically disadvantaged (ED) students were limited to CTE credentials versus other postsecondary pathways. 57% of Black students and 57% of ED students received an approved industry credential, while 11% of Black students and 10% of ED students met ACT benchmark scores.⁷ This disparity limits student access to postsecondary options and forces them into pathways that may differ from their personal goals and aspirations.

During its prime, Fairfield boasted of economic growth and vitality. But as the steel industry waned, the city's population and tax base declined.⁸ These factors have exacerbated poverty and depressed opportunities for economic mobility. By providing an excellent school option, iPrep prepares students for college and career success, contributing to a thriving, renewed city. According to the 2021 Census, Fairfield has a population of 9,832 children and adults, of which, 93% of the population is African American, 5% is White, and a little over 1% is Hispanic or Latino.⁹ The median household income is \$41,439, and of the 93% of adults holding high school diplomas, only 21% of adults over 25 have a bachelor's degree or higher.¹⁰

⁴ NAEP dashboards - achievement gaps. The Nation's Report Card. (n.d.). Retrieved October 28, 2022, from https://www.nationsreportcard.gov/dashboards/achievement_gaps.aspx

⁵ "Alabama Department of Education Report Card." Retrieved January 15, 2023.

⁶ NAEP dashboards - achievement gaps. The Nation's Report Card. (n.d.). Retrieved October 28, 2022, from https://www.nationsreportcard.gov/dashboards/achievement_gaps.aspx

⁷ "College and Career Readiness in Alabama." Accessed January 15, 2023. <https://parcalabama.org/college-and-career-readiness-in-alabama/>

⁸ "Historic Town of Fairfield." Accessed January 15, 2023. [https://www.fairfieldha.org/history#:~:text=Fairfield%20Alabama%2C%20founded%20in%201910,Company%20\(TCI\)%20in%201907.](https://www.fairfieldha.org/history#:~:text=Fairfield%20Alabama%2C%20founded%20in%201910,Company%20(TCI)%20in%201907.)

⁹ "U.S. Census Bureau Quickfacts: Fairfield City, Alabama." Accessed January 11, 2023. [https://www.census.gov/quickfacts/fact/table/fairfieldcityalabama/PST045221.](https://www.census.gov/quickfacts/fact/table/fairfieldcityalabama/PST045221)

¹⁰ *ibid.*

Quality schools are institutions of change, and students who attend quality schools become effective change agents of the future. Through student-centered instruction, a nurturing and predictable environment, and intentional character development, iPrep produces students with academic tenacity and strong character to contribute to a flourishing, renewed Fairfield.

Serving students in zip codes 35064, 35228, 35221, 35224, 35208, and 35218, iPrep predicts similar student demographics (**Figure 1.2**) as Fairfield City Schools based on 2022 demographics on the state report card.

Figure 1.2: Projected Student Demographics

Student Demographics	iPrep	FCS
% Black	96%	96%
% Latino/Hispanic	2%	3%
% Asian, Native Hawaiian, Pacific Islander	<1%	<1%
% American Indian, Native American, Alaska Native	0%	0%
% White	3%	2%
% Economically Disadvantaged	86%	74%
% English Language Learners	1%	1%
% Students with Special Needs	20%	15%

EDUCATION PLAN/SCHOOL DESIGN

Our mission is to foster a rigorous learning environment that prepares students to break the cycle of poverty, improve their lives, and strengthen their community. We embrace this approach by designing student-centered instruction to support unfinished learning and ensure standards mastery while simultaneously fostering social-emotional learning in a nurturing and predictable environment through three key pillars:

1. **Voice and Choice:** As core tenets of student-centered learning, voice and choice allow students to be active decision-makers in their learning through setting daily goals, defining the pace of their learning, and advocating for additional support when needed.

- 2. Character and Culture Building:** School is not just a place for academic growth but should also address character, social-emotional wellness, and life skills. Aligned with our mission to provide a predictable and nurturing environment, we support students in being self-directed and facilitating their success through school-wide practices, Eagle Habits, and a multi-tiered system of supports.
- 3. College and Career Exploration:** As the incubator for future leaders, thinkers, and innovators, iPrep creates space for students to explore the careers of their dreams, leading them to discover their purpose and passion. College preparation and career readiness begin in kindergarten. Therefore, all iPrep students have space and time to explore individual interests and passions to inform future decisions.

COMMUNITY ENGAGEMENT

Aligned with our mission and vision, our model depends on close partnerships that strengthen The Nest, nurturing our students as they soar to higher heights. The Nest extends to valuable community members: businesses and non-profits within the community, recreational organizations, community organizations, churches, and libraries that have deep roots in the Fairfield community and offer support and resources to ensure the school's success. We continue to test our model through conversations and feedback from community leaders, education reform experts, and students and families. We have engaged over 100 individuals to learn about their experiences and what they want in a school environment and used this feedback to inform our school model.

LEADERSHIP AND GOVERNANCE

iPrep has assembled a knowledgeable, high-capacity governing board. Our team's expertise spans finance, nonprofit management, school leadership, human resources, and business administration, with the skill set to ensure effective operation. **Attachment 1** provides details on iPrep's proposed board and leadership.

ENROLLMENT SUMMARY

In year one, iPrep will enroll a maximum of 160 students in grades K-2 to ensure fiscal wellness in implementing our mission, vision, and model. We predict enrolling a cohort of 60 each year in kindergarten. At maximum capacity, enrollment is projected at 520 students. **Figure 1.3** shows iPrep's growth pattern.

Figure 1.3: iPrep's Growth Pattern

	NUMBER OF STUDENTS						
	Year 1 2024 -2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028	Year 5 2028-2029	Year 6 2029-2030	Year 7 2030-2031
Kindergarten	60	60	60	60	60	60	60
1st Grade	60	60	60	60	60	60	60
2nd Grade	40	60	60	60	60	60	60
3rd Grade	0	40	60	60	60	60	60
4th Grade	0	0	40	60	60	60	60
5th Grade	0	0	0	40	60	60	60
6th Grade	0	0	0	0	40	60	60
7th Grade	0	0	0	0	0	40	60
8th Grade	0	0	0	0	0	0	40
Total	160	220	280	340	400	460	520

Section 3.2 Mission and Vision

MISSION & VISION

Independence Preparatory Academy Charter School seeks to build upon the unique assets of the Fairfield community to provide an innovative school that students deserve to improve academic achievement and disrupt the cycle of poverty.

Through student-centered instruction, a predictable and nurturing environment, and intentional character development, Independence Preparatory Academy ensures that students in kindergarten through eighth grade are equipped with the academic tenacity and strength of character necessary to excel in high school, pursue the college and careers of their dreams and create positive change within their communities.

iPrep believes that all children deserve access to a quality education that prepares them for college and the career of their dreams. Therefore, we commit to student-centered and student-driven learning through carefully designed classroom environments and freedom within limits to provide our students with the foundation that makes their dreams come true. We believe all children must be immersed in a rich academic achievement culture, supported by predictable guardrails to develop character, and engage in a nurturing community to build strong agency.

Appendix A defines our core values in detail. These values anchor all aspects of our model - from instruction to the physical environment to school culture. Together with our mission and vision, our core values help to form a coherent, innovative model for Independence Preparatory Academy.

Figure 1.3: iPrep's Growth Pattern

	NUMBER OF STUDENTS						
	Year 1 2024 -2025	Year 2 2025-2026	Year 3 2026-2027	Year 4 2027-2028	Year 5 2028-2029	Year 6 2029-2030	Year 7 2030-2031
Kindergarten	60	60	60	60	60	60	60
1st Grade	60	60	60	60	60	60	60
2nd Grade	40	60	60	60	60	60	60
3rd Grade	0	40	60	60	60	60	60
4th Grade	0	0	40	60	60	60	60
5th Grade	0	0	0	40	60	60	60
6th Grade	0	0	0	0	40	60	60
7th Grade	0	0	0	0	0	40	60
8th Grade	0	0	0	0	0	0	40
Total	160	220	280	340	400	460	520

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 the 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

A Public Charter School shall not include any parochial or religious theme nor shall any Public Charter School engage in any sectarian practices in its educational program, admissions or employment policies, or operations.

Section 5.4 Access to Individuals and Documents

The School shall provide the Commission with access to any individual, documentation, evidence, or information requested in writing 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 reasonably 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 on pages 73 through 74.

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 Charter 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 School's 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 recuses him or herself from all Governing Board discussions and does not vote on or decide any matters related to such 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 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 minimum, anticipated, and maximum enrollment by grade for each of the seven years of this Charter Contract are provided in the following table:

Figure 2.7: Five-Year Enrollment Plan

Grade Level	Year 1 2024 – 2025	Year 2 2025 – 2026	Year 3 2026 – 2027	Year 4 2027 – 2028	Year 5 2028 - 2029	Year 6 2029 - 2030	Year 7 2030- 2031
Kindergarten	60	60	60	60	60	60	60
Grade 1	60	60	60	60	60	60	60
Grade 2	40	60	60	60	60	60	60
Grade 3	0	40	60	60	60	60	60
Grade 4	0	0	40	60	60	60	60
Grade 5	0	0	0	40	60	60	60
Grade 6	0	0	0	0	40	60	60
Grade 7	0	0	0	0	0	40	60
Grade 8	0	0	0	0	0	0	40
Total	160	220	280	340	400	460	520

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.

When potential enrollment exceeds available seats, iPrep conducts a public lottery to ensure a random selection process places students into the School. Students are assigned numbers, and during an open meeting, available slots are filled. Students remaining in the pool are selected for the wait list in the order drawn. Any additional students enrolled are placed at the end of the waiting list on a first-come, first-served basis. Aligned with Alabama Code Section 16-6F-5, if the number of applicants exceeds capacity, preference is given to students in this order:

1. Students residing within the Fairfield City Schools attendance zones
2. Students enrolled in the previous school year
3. Siblings of students enrolled in the previous school year
4. Students enrolled in attendance zones outside of Fairfield City Schools
5. Students of iPrep employees, Board of Directors, and founder aligned with the 10% of the total student population mandate.

iPrep's recruitment plan is two-pronged: excite students and families about our model and involve parents and community members through input and design. Aligned with our mission to ensure success for all students, our recruitment efforts transcend students and families traditionally academically or economically disadvantaged or at risk. For this reason, we seek partnerships with local organizations, like the Housing Authority, to host recruitment events, distribute materials in languages represented in the community, host information sessions that are inclusive of all populations with intentionality around how our student-centered approach meets all student needs, and providing alternative ways to submit enrollment applications via our website or paper copies available at recruitment events or via mail. Attachment 8 outlines our full recruitment and enrollment policy, including tentative dates for the application period and enrollment deadlines and procedures.

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:

Student Fees:

The School will not charge any student fees.

ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY

Section 8.1 Educational Program Terms and Design Elements

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

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 laws 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 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 March 1, 2024. The School may move its location(s) only after obtaining written approval from the Commission, which approval shall not be unreasonably withheld or delayed, subject to such terms and conditions as may be specified. Any change in the location of the School shall be consistent with the Application and reasonably acceptable to the Commission. Attachment 7: Physical Plant contains the address and description of the approved facility.

Section 10.4 Inspections

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

ARTICLE XI: EMPLOYMENT

Section 11.1 No Employee or Agency Relationship

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

Section 11.2 Retirement Plan/Insurance

The Governing Board of the School has voted not to participate in the Teachers' Retirement System and Public Education Employees' Health Insurance Plan. Such election has taken place prior to the execution of this Charter Contract.

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* (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 Attachment 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 to performance of its legal and contractual obligations, including fulfillment of its Performance Framework. The Commission may take any action necessary to enforce its authority including, but not limited to, requiring the development and implementation of a corrective action plan, sanctions, non-renewal, revocation, or termination of this Contract.

Section 14.2 Right to Review

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

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
- i. 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 the 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 August 7, 2024.

APPROVED BY A QUORUM OF THE COMMISSION ON JULY 7, 2023:



Ty Moody, Chair
Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:


Ms. Jennifer Underwood (Jul 7, 2023 14:28 CDT)

Ms. Jennifer Underwood, Chair
Independence Preparatory Academy Charter School Governing Board

APPENDICES

Attachment 1: Pre-Opening Process and Conditions

Attachment 2: Governance Documents

Attachment 3: Governing Board Roster and Disclosures

Attachment 4: Educational Program Terms and Design Elements

Attachment 5: Conflict of Interest Policy

Attachment 6: Education Service Provider (ESP) Contract Guidelines

Attachment 7: Physical Plant

Attachment 8: Statement of Assurances

Attachment 9: Identification of Documentation Required for Annual Performance Report

Attachment 10: Enrollment Policy

Attachment 11: Request for Proposals

Attachment 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.	02/01/2024		
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.	03/01/2024		
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.	03/01/2024		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	07/01/2024		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	07/01/2024		
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.	06/01/2024		
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.	06/01/2024		
The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP).	06/01/2024		

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.	06/01/2024		
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.	05/01/2024		
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.	05/01/2024		
Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended.	06/01/2024		
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.	05/01/2024		
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 .	06/01/2024		
PRE-OPENING SITE VISIT: 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 pre-opening condition and confirm the School is ready to open.	08/01/2024		

State assessment schedule is on file with the Commission.	08/01/2024		
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.	08/01/2024		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	06/01/2024		
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).	08/01/2024		
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.	08/01/2024		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	08/01/2024		
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.	08/01/2024		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	08/01/2024		
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.	03/01/2024		

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).	03/01/2024		
Resume of each Governing Board member is on file with the Commission.	03/01/2023		
Governing Board disclosure forms are complete and on file with the Commission.	03/01/2024		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	08/01/2024		
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.	05/01/2024		
Budget:			
Submit a Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	08/01/2024		
Submit an unaudited Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	08/01/2024		
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.	07/01/2024		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission.	06/01/2024		

Submit an unaudited Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	08/01/2024		
Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the Charter Contract.	05/01/2024		

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

Proposed Bylaws of Independence Preparatory Academy

ARTICLE I

Name, Location, Mission, and Objectives

Section 1.1 Name. The name of the organization will be Independence Preparatory Academy Incorporated ("Independence Prep" or "iPrep").

Section 1.2 Location. The initial principal office of Independence Prep shall be located at _____. Independence Prep may have such other offices, within the State of Alabama, as the Board of Directors may determine or as the business of Independence Prep may require, upon approval by the charter school authorizer of Independence Prep. The registered office of Independence Prep is required by the Alabama Business and Nonprofit Entities Code (the "Code") to be maintained in the State of Alabama shall be _____. The address of the registered office and the registered agent for service of process may be changed from time to time by the Board of Directors in the manner provided in the Act.

Section 1.3 Mission and Objectives. Independence Prep is organized as an Alabama nonprofit Independence Prep exclusively for educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), as amended, or the corresponding section of any future federal tax code, and shall not inure to or otherwise provide the private gain of any person. The mission and primary purpose of Independence Prep shall be through student-centered instruction, a safe and nurturing environment, and intentional character development, Independence Preparatory Academy ensures that students in

kindergarten through eighth grade are equipped with the academic tenacity and strength of character necessary to excel in high school, pursue the college and careers of their dreams and create positive change within their communities and consistent with the goals and standards set forth in Independence Prep's charter contract.

Section 1.4 Dissolution. If, for any reason, Independence Prep should dissolve, organization assets shall be distributed for one or more exempt purposes within the meaning of § 501(c)(3) of the Internal Revenue Code, or corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose.

ARTICLE II

Members

Independence Preparatory Academy does not have members. While persons who associate or attend programs of, participate in, contribute to, or benefit from Independence Prep may be referred to as "member," no rights, voting or otherwise, will inure to such person.

ARTICLE III

Board of Directors

Section 3.1 Management of Independence Prep. All corporate powers shall be exercised by or under the authority of, and the business and affairs of Independence Prep shall be managed under the direction of, the Board of Directors (“The Board”), except as otherwise provided by law or the Articles of Corporation.

Section 3.2 Constitution. The Board of Directors (“the Board”) shall consist of at least three Directors and no more than eleven Directors. All Directors shall have identical rights and responsibilities. The Executive Director will be an advisory, non-voting member of the Board (*ex-officio*).

Section 3.3 Qualifications. Board members shall be sought who reflect the qualities, qualifications, and diversity determined by the Board delineated in the Job Description of the Board of Directors. Directors need not all be residents of the State of Alabama, but at least twenty percent (20%) of the total number of Directors serving on the board must be parents of students currently enrolled at Independence Prep.

Section 3.4 Nomination. The Independence Prep nominating committee, known as the Governance Committee, shall present a slate of potential Directors and officers for election by the Board of Directors. This slate shall be presented at the annual meeting of the Board.

Section 3.4 Tenure. Directors shall serve a term of three (3) years from the date of their appointments, or until their successors shall have been duly elected and qualified. A full three-year term shall be considered to have been served upon the passage of three (3) annual meetings. After election, the term of a Director may not be reduced, except for cause as specified in these bylaws. No Director shall serve two (2) consecutive, three-year terms. Directors shall serve staggered terms to balance continuity with new perspectives. The initial Board of Directors:

- a) Shall consist of at least one Director who will serve a one-year term (ending in Summer 2024).
- b) Shall consist of at least two Directors who will serve a two-year term (ending in Summer 2025).
- c) Shall consist of at least two Directors who will serve a three-year term (ending in Summer 2026).

Section 3.5 Vacancy. Any vacancy occurring in the Board of Directors and any position to be filled by reason of an increase in the number of Directors may be filled, upon recommendation of a qualified candidate by the Governance Committee, by two-thirds (2/3) vote of the seated Directors. A Director elected to fill the vacancy shall be elected for the unexpired term of his/her predecessor in office.

Section 3.6 Resignation. A Director may resign at any time by filing a written resignation with the Chair of the Board.

Section 3.7. Removal. The Board may remove any Officer or Directors by majority vote of the entire Board of Directors at any regular or special meeting of the Board, provided that a statement of the reason or reasons shall have been mailed by Registered Mail to the Officer or Directors proposed for removal at least thirty (30) days before any final action is taken by the Board. This statement shall be accompanied by a notice of the time when, and the place where, the Board is to take action on the removal. The Officer or Directors shall be given an opportunity to be heard and the matter considered by the Board at the time and place mentioned in the notice.

Section 3.8. Duties. Members of the Board of Directors

- a) Shall serve Independence Prep with the highest degree of undivided duty, loyalty, and care and shall undertake no enterprise to profit personally from their position with Independence Prep.
- b) All participants in Board work are bound by the Code of Conduct, Conflict of Interest, and Confidentiality policy statements.
- c) Shall receive no payment of honoraria, excepting reimbursement for expenses incurred in performance of voluntary Independence Prep activities in accordance with Independence Prep policies.
- d) Shall have no direct or indirect financial interest in the assets or leases of Independence Prep; any Director who individually or as part of a business or professional firm is involved in the business transactions or current professional services of Independence Prep shall disclose this relationship and shall not participate in any vote taken with respect to such transactions or services.

Article IV

Officers

Section 4.1 Description. The officers of Independence Prep shall consist of a Chair, a Vice-Chair, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary by the Board of Directors. Any two or more offices may be held by the same person, except the offices of the Chair and Secretary.

Section 4.2 Nomination. The Governance Committee shall present a slate of Officers to the Board of Directors. The nominated Officers shall be drawn from among the members of the Board of Directors. The election of Officers shall be held at the annual meeting of the Board.

Section 4.3 Election. The initial officers of Independence Prep shall be elected by the Board of Directors at the first meeting of the Board of Directors. Thereafter, the officers of Independence Prep shall be elected by the Board of Directors at its annual meeting.

Section 4.4 Term. The newly elected Officers shall take office on July 1 following the close of the meeting at which they are elected and the term of office shall be one year, or until respective successors assume office. A Director may serve more than one (1) term in the same office, but not more than three consecutive terms in the same office.

Section 4.5 Chair Vacancy. In the event that the office of the Chair becomes vacant, the Vice-Chair shall become Chair for the unexpired portion of the term. In the event that the office of Vice-Chair or Secretary-Treasurer becomes vacant, the Chair shall appoint interim Officers to fill such vacant offices until a scheduled meeting of the Board can be held.

Section 4.6 Removal. Any officer may be removed, with or without cause, by a majority vote of the Board of Directors. Election or appointment of an officer shall not of itself create contract rights.

Article V Meetings

Section 5.1 Open Meetings. The Board of Directors and Independence Prep are subject to Alabama’s open-meeting laws, and all meetings of the Board of Directors shall be held at the time and place provided in the notice prepared in compliance with the open-meeting laws.

Section 5.2 Annual Meeting. The annual meeting of the Board of Directors shall occur in the last quarter of the fiscal year.

Section 5.3 Regular Meetings. There shall be at least 10 other regular meetings of the Board held each year. Notice shall be given to each Director thirty (30) days prior to the date of every regular meeting of the Board. Notice of any meeting to the public shall include the date, time, and place of a meeting and a statement or agenda specifying the nature of business to be conducted. The meetings of the Board are deemed to be “public business” and must be held in compliance with Alabama Open Meeting laws. Notice of all regular meetings of the Board, an agenda of all items to be discussed at such meetings, and agenda support materials shall be circulated to all Directors prior to the meeting. Any Director may waive notice of any meeting. The attendance of a Director at any meeting also shall constitute a waiver of notice of such meeting, except where the Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5.3 Special Meetings. Special meetings of the Board of Directors may be called by the Chair or by a majority of the Board filing a written request for such a meeting with the Chair and stating the object, date, and hour therefore, due notice having been given each Director five (5) calendar days prior to the meeting. Notice of any meeting to the public shall include the date, time, and place of a meeting and a statement or agenda specifying the nature of business to be conducted. The meetings of the Board are deemed to be “public business” and must be held in compliance with Alabama Open Meeting laws.

Section 5.4 Quorum. A majority of the Directors then in office shall constitute a quorum for the transaction of business at any regular or special meetings of the Board of Directors, except where otherwise required by these Bylaws.

Section 5.5 Minutes. Minutes of each meeting of the Board of Directors shall be recorded in writing and kept with the records of Independence Prep. The contents of such minutes, as well as the provisions for providing the minutes to the public, shall comply with the provisions of Alabama Open Meeting laws. Minutes shall record the location, start and ending time of the meeting, whether regular or special, how called, how notice was given, the names of those present or represented at the meeting, and the proceedings thereof.

Section 5.6 Format. The Board shall select its own meeting format in any method allowed by the laws of the state of Alabama. Any such meeting, whether regular or special, complying with Sections 1 or 2 of Article IV shall constitute a meeting of the Board of Directors and shall subscribe to the policies, procedures, and rules adopted by the Board.

Section 5.7 Notice: Notice of all regular and special meetings of the Board, an agenda of all items to be discussed at such meetings, and agenda support materials shall be circulated to all Directors prior to the meeting. Any Director may waive notice of any meeting. The attendance of a Director at any meeting also shall constitute a waiver of notice

of such meeting, except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

Section 5.8 Absence & Proxy Voting: An absentee Board member may not designate an alternate to represent him or her at a Board meeting. A member of the board may be deemed to be present for purposes of achieving a quorum and may cast a vote if he/she grants a signed, written proxy to another board member who is present at the meeting. The proxy must direct a vote to be cast with respect to a particular proposal that is described with reasonable specificity in the proxy. No other proxies are allowed.

Section 5.9 Quorum. A majority of the whole number of Directors then serving on the board shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If less than a majority is present at a meeting, a majority of the Directors present may adjourn the meeting from time to time without further notice.

Section 5.10 Action Without a Meeting. Any action required or permitted to be taken by the Board of Directors or a committee thereof at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all the Directors or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote of the Directors or the members of such committee.

Article VI

Conflict of Interest

Section 6.1 Conflict of Interest. All Directors, Officers, and employees of Independence Prep shall be subject to the Conflict of Interest Agreement.

Article VII

Committees and Task Forces

Section 7.1 Composition. A Board resolution shall appoint committees or task forces of the Board, except the Governance Committee. Committees may be composed of Directors or community members, or both, except for Governance, Finance, and Academic Accountability Committees. The Board may prescribe the need and/or the composition of such committees.

Section 7.2 Governance Committee. There shall be a standing nominating committee, known as the Governance Committee. This committee shall be composed of at least three (3) persons recommended by the Chair and elected by the Board of Directors at its annual meeting. Each committee member shall serve a term of two (2) years and these terms shall be staggered to ensure continuity of committee membership. The Vice-Chair of the Board will serve as chair of this committee. The duties of the Governance Committee shall be

- a) to study the qualifications of candidates and present a slate of best-qualified nominees for the vacant Director positions on the Board;
- b) to present a slate of nominees for Officers to the Board for election at the annual meeting;
- c) to recommend candidates to the Board to fill vacancies that arise outside regular nominating process;
- d) to provide ongoing orientation to Directors;
- e) to oversee a Director assessment process to ensure optimum performance; and

f) to recommend appointment of past Chair to Board, if necessary, in the interests of continuity.

Section 7.3 Finance Committee. There shall be a standing committee known as the Finance Committee. The committee shall be composed of at least two (2) persons elected by the Board of Directors at its annual meeting. Each committee member shall serve a term of at least two (2) years, and these terms shall be staggered to ensure continuity of committee membership. The Treasurer will serve as chair of this committee.

Section 7.4 Academic Accountability Committee. There shall be a standing committee known as the Academic Accountability Committee. This committee shall be composed of at least two (2) persons elected by the Board of Directors at its annual meeting. Each committee member shall serve a term of two (2) years, and these terms shall be staggered to ensure continuity of the committee membership. The committee shall elect its own chair.

Section 7.6 Committee Meetings. There shall be at least one (1) meeting each month for all standing committees.

Section 7.7 Quorum for Committees. There shall be no quorum requirement for any committee.

Article VIII

General Section

Section 8.1 Fiscal Year. The fiscal year of Independence Prep for income tax and financial accounting purposes shall begin on October 1 and end on September 30.

Section 8.2 Check Signing. The signature of both an Officer and the Executive Director shall be required on any check in excess of \$25,000.

Article IX

Rules of Order

In the event of a conflict or challenge, the rules of order in the current edition of Robert's Rules of Order shall govern the conduct of all meetings of Independence Prep.

Article X

Amendments

These Bylaws may be amended at a regular meeting by a two-thirds vote of all Directors then in office; provided that notice of the proposed amendment, together with a copy thereof, is mailed to each Director at least fifteen (15) days prior to the meeting at which the amendment is to be considered.

Article XI

Indemnification

Independence Prep shall indemnify each Director of the Board to the full extent permitted by the Alabama Business and Nonprofit Entities Code. Each Director shall enjoy the protection and immunity provided by Ala Code § 10A-2-8.58 as (and if) limited by The Alabama School Choice and Student Opportunity Act. A Director or Officer shall not be personally liable to Independence Prep for damages for breach of any duty owed to Independence Prep, its beneficiaries, or the Board, except that nothing contained herein shall relieve a Director or Officer from liability for breach of duty based on an act or omission: (a) in breach of such person's duty of loyalty to the Corporation; (b) not in good faith or involving a known violation of the law; or (c) resulting in receipt of an improper personal benefit.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
 P.O. Box 2508
 Cincinnati, OH 45201

INDEPENDENCE SCHOOLS OF ALABAMA
 C/O CALANDRA SALES
 2629 RED FERN DRIVE
 TAMPA, FL 33527

Date:
 02/21/2023
Employer ID number:
 92-1734073
Person to contact:
Name: Ali Omran
ID number: 10062
Telephone: 877-829-5500
Accounting period ending:
 September 30
Public charity status:
 170(b)(1)(A)(ii)
Form 990 / 990-EZ / 990-N required:
 Yes
Effective date of exemption:
 January 13, 2023
Contribution deductibility:
 Yes
Addendum applies:
 No
DLN:
 26053444010023

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Information for Charter Schools

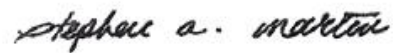
You're not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you operate under a contract with the local government. If your method of operation changes to the extent that your charter is not approved, terminated, cancelled or not renewed, you should notify us. You'll also be required to comply with Revenue Procedure 75-50.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

A handwritten signature in black ink that reads "Stephen A. Martin". The signature is written in a cursive style with a large, stylized 'S' and 'M'.

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Wes Allen
Secretary of State

P. O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**
as appears on file and of record in this office, the pages hereto attached, contain a
true, accurate, and literal copy of the Articles of Formation filed on behalf of
Independence Schools of Alabama, as received and filed in the Office of the
Secretary of State on 01/13/2023.



20230411000024612

In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.

04/11/2023

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

STATE OF ALABAMA

DOMESTIC NONPROFIT CORPORATION
CERTIFICATE OF FORMATION

PURPOSE: In order to form a Nonprofit Corporation under Sections 10A-1-3.05 and 10A-3-3.02 of the Code of Alabama 1975, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. The information required in this form is required by Title 10A.

1. The name of the corporation: Independence Schools of Alabama
2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached.
3. This nonprofit corporation (MUST check one):
☐ has Members **or** ☒ has no Members
4. Street (**No PO Boxes**) address of principal office of the corporation: _____
2629 Red Fern Drive Tampa, FL 33527
 Mailing address of principal office (if different from street address): _____

5. The name of the registered agent (only one agent): Calandra Sales
 Street (**No PO Boxes**) address of registered office (**must be located in Alabama**): _____
2 20th St N Suite 1315 Birmingham, AL 35203
 *COUNTY of above address: JEFFERSON
 Mailing address in Alabama of registered office (if different from street address): _____

(For SOS Office Use Only)

Alabama
 Sec. Of State
 001-057-549 DNP
 Date 01/13/2023
 Time 10:31:00
 File \$100.00
 County \$100.00

 Total \$200.00

DOMESTIC NONPROFIT CORPORATION CERTIFICATE OF FORMATION

6. Purpose for which corporation is formed: _____

K-8 Public Charter School

the purpose includes the transaction of any lawful business for which nonprofit corporations may be incorporated in Alabama under Title 10A, Chapter 3 of the Code of Alabama.

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): See attached

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s): _____

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

9. The number of Directors constituting the initial Board of Directors is 3.

The initial Directors names and addresses must be listed in this Certificate of Formation.

Director's Name: See attached

Street (**No PO Boxes**) address of Director: _____

Mailing address of Director(s) - (if different from street address): _____

Director's Name: _____

Street (**No PO Boxes**) address of Director: _____

Mailing address of Director(s) - (if different from street address): _____

Director's Name: _____

Street (**No PO Boxes**) address of Director: _____

Mailing address of Director(s) - (if different from street address): _____

Director's Name: _____

Street (**No PO Boxes**) address of Director: _____

Mailing address of Director(s) - (if different from street address): _____

DOMESTIC NONPROFIT CORPORATION CERTIFICATE OF FORMATION

Attach listing if more Directors need to be added (type "see attached" in the name line for the first Director on this form).

10. Unless an attachment to this Certificate of Formation provides that a change in the number of directors shall be made only by amendment to the Certificate of Formation, a change in the number of directors made by amendment to the bylaws shall be controlling. In all other cases, whenever a provision of the Certificate of Formation is inconsistent with a bylaw, the provision of the Certificate of Formation shall be controlling.



Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or regulation of the internal affairs of the nonprofit corporation, including any provisions for distribution of assets on dissolution or final liquidation.

*County of Registered Agent is requested in order to determine distribution of County filing fees

1 / 13 / 2023
 Date (MM/DD/YYYY)

Calandra Sales
 Signature as required by 10A-1-3.04
 Incorporator
 Typed name of above signature

Additional Details

Directors

Director	Street Address	Mailing Address
Kristy Stewart	5316 Court H Birmingham, AL 35208	5316 Court H Birmingham, AL 35208
Christa Thomas	3248 Blackwood Lane Atlanta, GA 30349	3248 Blackwood Lane Atlanta, GA 30349
Jewel Taylor	1224 Stonehedge Drive Birmingham, AL 35235	1224 Stonehedge Drive Birmingham, AL 35235

Incorporators

Incorporator	Street Address	Mailing Address
Calandra Sales	2629 Red Fern Drive Tampa, FL 33527	2629 Red Fern Drive Tampa, FL 33527

John H. Merrill
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Independence Schools of Alabama

This name reservation is for the exclusive use of Calandra Sales, 2629 Red Fern
Drive , Dover, FL 33527 for a period of one year beginning August 23, 2022 and
expiring August 23, 2023



RES041825

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

August 23, 2022

Date

A handwritten signature in black ink that reads "J. H. Merrill".

John H. Merrill

Secretary of State

**CERTIFICATE OF FORMATION
OF
INDEPENDENCE SCHOOLS OF ALABAMA**

THE UNDERSIGNED, for the purpose of forming a nonprofit corporation (the "Corporation") pursuant to the provisions of the Alabama Business and Nonprofit Entities Code (the "Act"), does hereby adopt the following Certificate of Formation:

ARTICLE I

The name of the Corporation is Independence Schools of Alabama.

ARTICLE II

The existence of the Corporation shall commence on the date of the filing of this Certificate of Formation in the Office of the Judge of Probate of Jefferson County, Alabama. The duration of this Corporation shall be perpetual. Upon the dissolution of the Corporation, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, distribute its assets to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for public educational purposes and which has established its tax exempt status under Section 501(c)(3) of the Code.

ARTICLE III

A. The specific purpose of the Corporation is to provide the benefits of an education to students in Kindergarten through Twelfth (K-12th) grade through the operation of one or more public charter schools. The Corporation is organized as an Alabama nonprofit public benefit Corporation exclusively for educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Code, or the corresponding section of any future federal tax code and shall not inure to or otherwise provide private gain of any person. The Corporation may not carry on any activity for the profit of its Officers, Directors or other persons or distribute any gains, profits or dividend to its Officers, Directors or other persons as such. Furthermore, nothing in these Bylaws shall be construed as allowing the Corporation to engage in any activity not permitted to be carried on by a corporation exempt from the federal income tax under section 501(c)(3) of the Code.

B. The Corporation is organized, and shall at all times be operated, exclusively for nonprofit purposes, within the meaning of Section 501(c)(3) of the Code. No part of the net earnings, gains or assets of the Corporation shall inure to the benefit of any private individual.

ARTICLE IV

A. The Corporation shall have the power and authority to accept donations, gifts, and contributions; enter into contracts, and receive grants from, other corporations, foundations, agencies, and institutions, all for the purpose of enabling it to carry out its objects and purposes.

B. The Corporation shall also have the power:

1. To accept, acquire, receive, take, and hold by bequest, devise, grant, gift, purchase, exchange, lease, transfer, judicial order or decree, or otherwise, for any of its objects and purposes, any property, both real and personal, of whatever kind, nature or description and wherever situated.

2. To sell, exchange, convey, mortgage, lease, transfer, or otherwise dispose of, any such property, both real and personal, as the objects and purposes of the Corporation may require, subject to such limitations as may be prescribed by law.

3. To borrow money, and from time to time, to make, accept, endorse, execute, and issue bonds, debentures, promissory notes, bills of exchange, and other obligations of the Corporation for monies borrowed or in payment for property acquired or for any of the other purposes of the Corporation, and to secure the payment of any such obligations by mortgage, pledge, deed, indenture, agreement, or other instrument of trust, or by other lien upon, assignment of, or agreement in regard to all or any part of the property, rights or privileges of the Corporation, wherever situated, whether now owned or hereafter to be acquired.

4. To invest and reinvest its funds in such stock, common or preferred, bonds, debentures, mortgages, or in such other securities and property as its Board of Directors shall deem advisable, subject to the limitations and conditions contained in any bequest, devise, grant, or gift, provided such limitations and conditions are not in conflict with the provisions of Code Section 501(c)(3).

5. To make payments for the purposes of the Corporation herein referred to out of either the principal or the income of the Corporation, and to accumulate income from the property in its possession as such, provided that such accumulations are not unreasonable in amount, duration, use or investment, to such an extent that such accumulations result in a denial to the Corporation of exemption under Section 501(c)(3) of the Code, or a denial to the Corporation of the benefits of exemption from the payment of income taxes as provided under any applicable laws and statutes of the United States, whether now in effect or hereafter adopted.

ARTICLE V

The location and mailing address of the initial registered office of the Corporation in the State of Alabama is Calandra Sales, and the name of its initial registered agent at such address is 2629 Red Fern Drive, Tampa, FL 33527.

ARTICLE VI

The name of the incorporator of the Corporation is Calandra Sales, and the incorporator's address is 2629 Red Fern Drive, Tampa, FL 33527.

ARTICLE VII

The full and complete management and control of the Corporation shall be vested in the Board of Directors. The number of Directors shall be determined by the Bylaws of the Corporation. This number shall be subject to change from time to time as the Bylaws may be amended by the Board of Directors. The name and address of the initial Directors until the selection and qualification of their successors are:

Kristy Waldon Stewart	5316 Court H Birmingham, AL 35208
Jewel Washington Taylor	1224 Stonehedge Drive Birmingham, AL 35235
Christa Thomas	3248 Blackwood Lane Atlanta, GA 30349

ARTICLE VIII

The Corporation and the Directors shall not engage, participate or intervene in any activity or transaction which would cause the Corporation to lose its status as an exempt organization under the provisions of the Code; and the use, directly or indirectly, of any part of the Corporation's assets in any such activity or transaction is hereby expressly prohibited. Furthermore, no loans shall be made by the Corporation to the Directors or officers of the Corporation.

ARTICLE VIII

The Corporation shall not have members.

Attachment 3: Governing Board Roster and Disclosures

Governing Board Roster						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
Board Chair	Mrs. Lisa Blackmon		205.616.5319	lblackmon@learnatiprep.com	July, 2023	June, 2026
Vice Chair	Ms. Jennifer Underwood	4686 Woodford Circle, Bessemer, 35022	205.913.6454	jcrawford@learnatiprep.com	July, 2023	June, 2026
Treasurer	Mr. Robert Wade	7964 Eli Circle, Trussville, 35173	404.210.0572	rwade@learnatiprep.com	July, 2023	June, 2026
Secretary	Ms. Morgan Russell	1412 Smolian Place Unit C, Birmingham, 35205	251.447.6038	mrussell@learnatiprep.com	July, 2023	June, 2026
Director	Ms. Christa Thomas	3248 Blackwood Lane, Atlanta, GA 30349	813.753.3819	cthomas@learnatiprep.com	July, 2023	June, 2024
Director	Mr. Courtney Turner	7432 Earlwood Road Fairfield, 35064	205.790.0085	cturner@learnatiprep.com	July, 2023	June, 2025
Director	Mr. Charles Stallworth	700 Birchall Lane, Apt. 309, Hoover, 35226	251.227.1320	cstallworth@learnatiprep.com	July, 2023	June, 2025
Director	Ms. Tinesha Ross	215 Duchess Drive, Madison, 35758	303.881.1719	tross@learnatiprep.com	July, 2023	June, 2025

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

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

Background

1. Provide your full legal name: Ulyesa Blackmon.

2. Provide the following assurances:

a. I affirm that I am at least 18 years of age by the date of appointment to the Public Charter School Governing Board.

b. I affirm that I am a person of good moral character.

c. I affirm that I have obtained a high school diploma or its equivalent.

d. I affirm that I am not on the National Sex Offender Registry or the state sex offender registry.

e. I affirm that I have not been convicted of a felony.

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

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

 X Does not apply to me.

 Yes (Explain) _____

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

 X Does not apply to me.

 Yes

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

N/A

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

☒ I/we do not know of any such persons.

☐ Yes

N/A

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

☒ I/we do not anticipate conducting any such business.

☐ Yes, potentially. Spouse is a local physician and he may see patients who are also contractors with the school or are conducting business with the School. Due to FERPA laws, he cannot disclose those individuals to anyone and therefore we would not know if any patient is also a contractor with the School.

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

☒ None

☐ Yes. If yes, please provide additional information.

N/A

N/A

Governing Board Member Disclosure Form (continued)

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.

X I/we do not know of any such persons.

___yes

Conflicts for Schools Contracting with an Educational Service Provider

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

X I/we have no such interest.

___Yes

N/A

N/A

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

X I/we do not anticipate conducting any such business.

___Yes

N/A

N/A

Other

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

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

Olyesa Blackmon
Olyesa Blackmon (Jun 26, 2023 12:18 CDT)

Signature

Jun 26, 2023

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.

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

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

Background

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

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

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

X Does not apply to me.

X Yes (Explain) _____
N/A

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

X Does not apply to me.

 Yes

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

N/A

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

☒ I/we do not know of any such persons.

☐ Yes

N/A

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

☐ I/we do not anticipate conducting any such business.

☐ Yes, potentially. Spouse is a local physician and he may see patients who are also contractors with the school or are conducting business with the School. Due to FERPA laws, he cannot disclose those individuals to anyone and therefore we would not know if any patient is also a contractor with the School.

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

☒ None

☐ Yes. If yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

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

☒ I/we do not know of any such persons.

☐ Yes

N/A

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

☒ I/we do not anticipate conducting any such business.

☐ Yes

N/A

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

☒ I/we do not anticipate conducting any such business.

☐ Yes

N/A

Other

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

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

Charles E. stallworth
Charles E. stallworth (Feb 28, 2023 13:26 CST)

Feb 28, 2023

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.

APCSC Board Disclosure Form

Final Audit Report

2023-02-28

Created:	2023-01-26
By:	Calandra Sales (csales@fellow.bes.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA92-NR6Q#HslMZQEFV6gk60JAOPECri

"APCSC Board Disclosure Form" History

-  Document created by Calandra Sales (csales@fellow.bes.org)
 2023-01-26 - 7:06:40 PM GMT
-  Document emailed to cstallworth@mile.edu for signature
 2023-01-26 - 7:13:55 PM GMT
-  Email viewed by cstallworth@mile.edu
 2023-02-28 - 7:21:50 PM GMT
-  Signer cstallworth@mile.edu entered name at signing as Charles E. stallworth
 2023-02-28 - 7:26:28 PM GMT
-  Document e-signed by Charles E. stallworth (cstallworth@mile.edu)
 Signature Date: 2023-02-28 - 7:26:30 PM GMT - Time Source: server
-  Agreement completed.
 2023-02-28 - 7:26:30 PM GMT

Background

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

- X Does not apply to me.

X Does not apply to me.

 Yes

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

N/A

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

☒ I/we do not know of any such persons.

☐ Yes

N/A

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

☒ I/we do not anticipate conducting any such business.

☐ Yes, potentially. Spouse is a local physician and he may see patients who are also contractors with the school or are conducting business with the School. Due to FERPA laws, he cannot disclose those individuals to anyone and therefore we would not know if any patient is also a contractor with the School.

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

☒ None

☐ Yes. If yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

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

☒ I/we do not know of any such persons.

☐ Yes

N/A

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

☒ I/we do not anticipate conducting any such business.

☐ Yes

N/A

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

☒ I/we do not anticipate conducting any such business.

☐ Yes

N/A

Other

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

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


Courtney L. Turner (Feb 26, 2023 21:30 CST)

Feb 26, 2023

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.

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

☒ I/we do not know of any such persons.

☐ Yes

N/A

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

☒ I/we do not anticipate conducting any such business.

☐ Yes, potentially. Spouse is a local physician and he may see patients who are also contractors with the school or are conducting business with the School. Due to FERPA laws, he cannot disclose those individuals to anyone and therefore we would not know if any patient is also a contractor with the School.

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

☒ None

☐ Yes. If yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

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

☒ I/we do not know of any such persons.

☐ Yes

N/A

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

X I/we do not anticipate conducting any such business.

 Yes

N/A

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

X I/we do not anticipate conducting any such business.

 Yes

N/A

Other

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

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

Christa Thomas
Christa Thomas (Feb 24, 2023 17:21 EST)

Feb 24, 2023

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.

Background

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

X Does not apply to me.

X Does not apply to me.

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

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Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

☒ I/we do not know of any such persons.

☐ Yes

Not Applicable

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

☒ I/we do not anticipate conducting any such business.

☐ Yes, potentially. Spouse is a local physician and he may see patients who are also contractors with the school or are conducting business with the School. Due to FERPA laws, he cannot disclose those individuals to anyone and therefore we would not know if any patient is also a contractor with the School.

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

☒ None

☐ Yes. If yes, please provide additional information.

Not Applicable

Disclosures for Schools Contracting with an Educational Service Provider

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

☒ I/we do not know of any such persons.

☐ Yes

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

X I/we do not anticipate conducting any such business.

 Yes

N/A

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

X I/we do not anticipate conducting any such business.

 Yes

Not Applicable

Other

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

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


Jenifer Crawford (Jun 22, 2023 17:42 CDT)

Jun 22, 2023

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.

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

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

Background

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

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

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

X Does not apply to me.

 Yes (Explain)

N/A

NA

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

X Does not apply to me.

 Yes

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

Not Applicable

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

☒ I/we do not know of any such persons.

☐ Yes

NA

NA

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

☒ I/we do not anticipate conducting any such business.

☐ Yes, potentially. Spouse is a local physician and he may see patients who are also contractors with the school or are conducting business with the School. Due to FERPA laws, he cannot disclose those individuals to anyone and therefore we would not know if any patient is also a contractor with the School.

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

☒ None

☐ Yes. If yes, please provide additional information.

NA

NA

Disclosures for Schools Contracting with an Educational Service Provider

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

☒ I/we do not know of any such persons.

☐ Yes

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

X I/we do not anticipate conducting any such business.

 Yes

NA

N/A

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

X I/we do not anticipate conducting any such business.

 Yes

NA

NA

Other

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

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

Morgan Russell
Morgan Russell (Jun 23, 2023 14:58 CDT)

Jun 23, 2023

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.

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

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

Background

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

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

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

X Does not apply to me.

 Yes (Explain)

Does not apply

Does not apply

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

X Does not apply to me.

 Yes

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

None

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

☒ I/we do not know of any such persons.

☐ Yes

None

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

☒ I/we do not anticipate conducting any such business.

☐ Yes, potentially. Spouse is a local physician and he may see patients who are also contractors with the school or are conducting business with the School. Due to FERPA laws, he cannot disclose those individuals to anyone and therefore we would not know if any patient is also a contractor with the School.

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

☒ None

☐ Yes. If yes, please provide additional information.

None

None

Disclosures for Schools Contracting with an Educational Service Provider

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

☒ I/we do not know of any such persons.

☐ Yes

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

X I/we do not anticipate conducting any such business.

 Yes

 None

 None

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

X I/we do not anticipate conducting any such business.

 Yes

 None

 None

Other

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

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


Tinesha Ross (Feb 17, 2023 19:58 CST)

Feb 17, 2023

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.

Governing Board Member Disclosure Form

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

Background

1. Provide your full legal name: Robert V. Wade, Jr.
2. Provide the following assurances:
 - a. I affirm that I am at least 18 years of age by the date of appointment to the Public Charter School Governing Board.
 - b. I affirm that I am a person of good moral character.
 - c. I affirm that I have obtained a high school diploma or its equivalent.
 - d. I affirm that I am not on the National Sex Offender Registry or the state sex offender registry.
 - e. I affirm that I have not been convicted of a felony.

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

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

X Does not apply to me.

 Yes (Explain)

Does not apply

Does not apply

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

X Does not apply to me.

 Yes

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

None

Conflicts

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

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

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

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

☒ I/we do not know of any such persons.

☐ Yes

None

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

☒ I/we do not anticipate conducting any such business.

☐ Yes, potentially. Spouse is a local physician and he may see patients who are also contractors with the school or are conducting business with the School. Due to FERPA laws, he cannot disclose those individuals to anyone and therefore we would not know if any patient is also a contractor with the School.

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

☒ None

☐ Yes. If yes, please provide additional information.

None

None

Disclosures for Schools Contracting with an Educational Service Provider

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

☒ I/we do not know of any such persons.

☐ Yes

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

X I/we do not anticipate conducting any such business.

 Yes

None

None

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

X I/we do not anticipate conducting any such business.

 Yes

None

None

Other

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

I, ROBERT V. Wade, Jr., certify to the best of my knowledge and ability that the information I am providing to the Alabama Public Charter School Commission in regard to my application to serve as a member of the Governing Board of Directors of the Lead Academy is true and correct in every respect.


Robert Wade, Jr (Jun 26, 2023 15:24 EDT)

Jun 26, 2023

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>Independence Preparatory Academy</i>
Mission:	Through student-centered instruction, a predictable and nurturing environment, and intentional character development, Independence Preparatory Academy ensures that students in kindergarten through eighth grade are equipped with the academic tenacity and strength of character necessary to excel in high school, pursue the college and careers of their dreams and create positive change within their communities.
Vision:	iPrep believes that all children deserve access to a quality education that prepares them for college and the career of their dreams. Therefore, we commit to student-centered and student-driven learning through carefully designed classroom environments and freedom within limits to provide our students with the foundation that makes their dreams come true. We believe all children must be immersed in a rich academic achievement culture, supported by predictable guardrails to develop character, and engage in a nurturing community to build strong agency.
Objectives:	In 5 years, iPrep will exceed local district proficiency averages in ELA and math, exceeding proficiency averages for schools in Alabama with similar demographics each year.
Goals:	1. 68% of 2nd-grade students meet or exceed grade-level proficiency on ACAP Reading. 2. 65% of students achieve their growth goals in reading and math on NWEA. 3. 80% of families report they “feel welcomed and connected to teachers and to what students are learning and doing in school,” as measured by annual surveys.
Education Program Term #1:	Voice and Choice: As core tenets of student-centered learning, voice and choice allow students to be active decision-makers in their learning through setting daily goals, defining the pace of their learning, and advocating for additional support when needed.
Education Program Term #2:	Character and Culture Building: School is not just a place for academic growth but should also address character, social-emotional wellness, and life skills. Aligned with our mission to provide a predictable and nurturing environment, we support students in being self-directed and facilitating their success through school-wide practices, Eagle Habits, and a multi-tiered system of supports.
Education Program Term #3:	College and Career Exploration: As the incubator for future leaders, thinkers, and innovators, iPrep creates space for students to explore the careers of their dreams, leading them to discover their purpose and passion. College preparation and career readiness begin in kindergarten. Therefore, all iPrep students have space and time to explore individual interests and passions to inform future decisions.
Geographic Area Served:	<i>Fairfield, AL</i>
Location:	<i>Fairfield, AL</i>
Grades Served 2024-2025:	K-2
Grades Served at Capacity:	K-8

Projected Enrollment 2024-2025:	160
Projected Enrollment at Capacity:	520
Educational Service Provider:	N/A

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

Attachment 5: Conflict of Interest Policy

Code of Ethics

All Board of Directors must:

- Uphold and abide by all laws, regulations, and rules pertaining to schools issued by the Alabama State Board of Education, the courts, and any other relevant authority.
- Effectuate desired changes only through lawful and ethical processes.
- Make decisions grounded on the educational welfare and well-being of the children served by the school without consideration for race, religion, color, sex, income level, or any other irrelevant characteristic.
- Use his or her independent judgment in reaching all decisions.
- Not use his or her position as Director for personal gain or profit.
- Conduct himself or herself in a manner that reflects positively on the school.
- Make all reasonable efforts to support the school's mission and personnel.

Conflict of Interest

Article I – Purpose

The purpose of the conflict-of-interest policy is to protect the interests of Independence Preparatory Academy, Inc. ("Independence Preparatory Academy"). In the event, Independence Preparatory Academy is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of Independence Preparatory Academy 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 interests applicable to nonprofit and charitable organizations.

Article II – Definitions

Section 2.1 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.

Section 2.2 Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a) An ownership or investment interest in any entity with which Independence Preparatory Academy has a transaction or arrangement,
- b) A compensation arrangement with Independence Preparatory Academy or with any entity or individual with which Independence Preparatory Academy has a transaction or arrangement, or
- c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Independence Preparatory Academy is negotiating a transaction or arrangement.

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

Article III – Procedures

Section 3.1 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of a 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.

Section 3.2 Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. 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. 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.

Notwithstanding anything herein, a conflict of interest shall not exist and no review or action by any governing Board or committee shall be necessary for one or more grants in an aggregate amount of Five Thousand Dollars (\$5,000) or less in any single calendar year, from Independence Preparatory Academy to an organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, where a financial interest as described herein exists.

1. Procedures for Addressing a Conflict of Interest

- a) 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.
- b) 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.
- c) After exercising due diligence, the governing Board or committee shall determine whether Independence Preparatory Academy 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.
- d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in Independence Preparatory Academy'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.

2. Violations of the Conflicts of Interest Policy

- a) 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.

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 an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing Board's or committee's decision as to whether a conflict of interest in fact existed.
- 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 Independence Preparatory Academy 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 Independence Preparatory Academy for services is precluded from voting on matters pertaining to that member's compensation.

- c) A voting member of the governing Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Independence Preparatory Academy, 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 School is charitable and that 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 Independence Preparatory Academy 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 Independence Preparatory Academy's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, 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, Independence Preparatory Academy 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

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 Governing Board's duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the 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 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 School or working on School operations. If the School is staffed through an employee leasing agreement, legal confirmation must be provided to the 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 Charter 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 facility has been approved for occupancy by the appropriate state, county, and city departments.

Physical Plan Description (see below)

Site Plans (see below)

Floor Plans (see below)

Lease Agreement (see below)

Certificate of Use and Occupancy (see below)

FACILITIES

The iPrep founding team is identifying a facility aligned with our mission, vision, and academic model. Finding adequate space is a top priority for our team if iPrep is approved. Year 1 facility requirements essential to our mission are:

1. The facility requires 10,400 square feet with an 8-10 classroom capacity.
2. The facility must have or have the capacity to build kitchen/warming facilities, office spaces, a teacher work room, a gym or multipurpose room, general meeting space, small group quiet spaces, a nurse's office, and storage, and at least one ample space for school-wide gatherings, ideally a cafeteria.
3. There must be capacity for reconfiguration and renovation upon acquisition, if needed, to meet programmatic needs.
4. The facility will comply with all appropriate ADA and other legal requirements.
5. The facility lease, renovation, furniture, fixtures, and equipment costs would ideally fall within the total allotment included in iPrep's budget.

In partnership with Savills and New Schools for Alabama, iPrep has identified three prospective facilities in Fairfield. **Figure 3.6** describes each option.

Figure 3.6: Potential Facilities Options

Location	Size	Details
Flintridge Center – 6500 Aaron Aronov Dr, Fairfield, AL 35064, Suite 8 (former Winn Dixie)	47K + square feet available	Potential for all needed facility space, landlord willing to offer multiple free months instead of repairs, the lease is negotiable, needs HVAC
Western Hills Mall - 7201 Aaron Aronov Dr, Fairfield, AL 35064	17K – 58k square feet available	Potential for all needed facility space, the property has cosmetic renovations and new HVAC, potential cost per square feet aligns with the budget allotment for the first three operational years

Bellview Plaza - 7100 Aaron Aronov Drive, Fairfield, AL 35064	Up to 40,000 square feet available	Potential for all needed facility space, space conducive for easy access for families, needs HVAC, roofing, electrical work, and plumbing
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Flintridge Center leads options in viability and affordability based on facility conditions and locations. If the charter is approved, iPrep is poised to move into immediate discussions with the property owner with intentions to negotiate purchase via a mortgage or a lease-to-own agreement. Our walkthroughs and site visits have indicated there may be improvements required. All improvements will align with the Alabama Building Code and Alabama Fire Protection Code and any other requirements outlined in Act 2015-3, including, but not limited to, restrooms, fire safety, campus security, air quality control, and weatherproofing. iPrep will follow construction requirements and procedures set forth by the Alabama State Department of Education and the Alabama Building Commission and is prepared to follow city and county planning review procedures before renovations. Since the facility is vacant, renovations can begin as early as the summer of 2023 in preparation for school opening in August 2024.

Attachment 25 of the Application provides a letter of intent for the Flintridge Center property. **Attachment 26 of the Application** provides supporting details for potential facilities options.

iPrep will continue to partner with Savills and New Schools for Alabama to find viable facilities and support in connection with contractors for possible renovations. In addition, NSFA has a partnership with New School Partners (NSP), a skilled nonprofit charter school facilities planning and development team that has managed, built, financed, and launched dozens of charter school facilities in the southeast – both as purchased or leased facilities. NSP supports Alabama charter schools with essential facilities-related technical assistance such as lease or purchase negotiation, architectural, design, building codes, general contractor bidding processes, and owner’s representation services. The bulk of the services provided by NSP will be provided pro bono pending final determination of facilities design, and actual construction and renovation oversight, including owner’s representation which will be significantly discounted or free.

Charter School

Physical Plant Description

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

Address: TBD

Description: (See Attachment 7)

Configuration of Grade Levels: K-2 (2024-2025 school year); additional grade levels will be added each year until we reach K-8.

Term of Use: Term of Charter Contract

2. The following information about this site is provided on the following pages, or must be provided to the satisfaction of the Commission or its designee, before the School may operate as a public school in Alabama.
 - a. Narrative description of physical plant
 - b. Size of building
 - c. Scaled floor plan
 - d. Copy of executed lease or purchase agreement
3. In addition, the School and the Commission or its designee hereby acknowledge and agree that the School shall not conduct classes or operate as a Public Charter School in this state until it has obtained the necessary fire, health, and safety approvals for the above-described facilities. These approvals must be provided by the School to the Commission's Executive Director in advance of any such occupancy and must be acceptable to the Commission or its designee, in his/her sole discretion, prior to the School operating as a Public Charter School.
4. If the site described above is not used as the physical plant for the School, this Attachment of this 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.
5. The School agrees to comply with the single site restrictions contained in this Attachment for the configuration of grade levels identified at the site, except as may be permitted with the express permission of the Commission or its designee. Any changes in the configuration of grade levels at the site requires an amendment to this Attachment pursuant to the Terms and Conditions of the 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: _____ 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 be a sectarian or religious organization, and shall be operated according to the terms of a charter contract executed with the Alabama Public Charter School Commission.
3. The School shall function as a local education agency under applicable federal laws and regulations, shall be responsible for meeting, and shall meet the requirements of local education agencies and public schools under those federal laws and regulations, including but not limited to:
 - a. Compliance with the individuals with disabilities education improvement act (IDEA, 20 U.S.C. Sec. 1401 et seq.).
 - b. Compliance with the federal educational rights and privacy act (FERPA, 20 U.S.C. Sec. 1232g).
 - c. Compliance with the elementary and secondary education act (ESEA, 20 U.S.C. Sec. 6301 et seq.).
 - d. Compliance with requirements that ensure a student's records, and, if applicable, a student's individualized education program, will follow the student, in accordance with applicable federal and state law.
 - e. Compliance with the *Every Student Succeeds Act*, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option and assessments.
 - f. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681).
 - g. Compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794).
 - h. Compliance with Title II of the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101).
4. The School shall hire, manage, and discharge any charter school employee in accordance with state laws and the School's charter contract.
5. The School shall receive and disburse funds solely in accordance with the purposes of the charter school.

6. To the extent it enters into contracts with any school district, educational service district, or other public or private entity for the provision of real property, equipment, goods, supplies, and services, including educational instructional services and including for the management and operation of the charter school, the School shall do so to the same extent as other non-charter public schools, as long as the School's governing board maintains oversight authority over the charter school.

7. The School shall not enter into any contracts for management operation of the charter school without the Alabama Public Charter's School approval of the entity and evidence of adherence to Alabama's bid law.

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 in areas 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, the right to conduct criminal background checks as part of the evaluation process. Signed consent forms from each of the impacted individuals are attached.
46. The School shall propose a performance framework for approval by the Alabama Public Charter School Commission annually with the first proposal due within 6 months of application approval.

47. The school shall meet the following benchmarks with evidence in the APCSC online platform prior to approval to open:

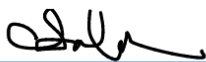
- Final school calendar and sample daily schedule
- Plan for using internal and external assessments
- Discipline policies, including those for special education students
- Organizational chart
- Staff background checks
- Employment policies
- Performance Evaluation
- Final Governing Board with roster, resumes, and conflict of interest disclosure
- Final Governing Board Bylaws
- Meal Delivery (CNP)
- Financial Capacity
- Certificate of Occupancy
- Department of Health Requirements
- Special Education Policies and Procedures
- Employee Handbook including grievance policy
- Student Handbook
- 80% enrollment
- School Safety Plan
- Policy for student records
- Adequate staff configuration with applicable qualification
- Child abuse training for all staff
- Federal Program Training
- Evidence of Insurance

48. 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 work of the applicant; no portion of the application was plagiarized.

Independent Preparatory Academy

NAME OF APPLICANT



Calandra Sales (Feb 28, 2023 01:08 EST)

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

Calandra Sales

NAME OF DULY AUTHORIZED REPRESENTATIVE

Feb 28, 2023

DATE

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.

Alabama Public Charter School Commission ACADEMIC PERFORMANCE FRAMEWORK

The Academic Performance Framework (APF) includes measures that allow the Alabama Public Charter School Commission (“the Commission”) to evaluate charter school academic performance. This section answers the evaluative question: Is the academic program a success? A charter school that meets the standards in this area is implementing its academic program effectively, and student learning—the central purpose of every school—is taking place.

For each measure in the framework, a charter school receives one of four ratings: “Exceeds Standard”, “Meets Standard”, “Does Not Meet Standard”, or “Falls Far Below Standard”.

Indicator	Measure
1. State and Federal Accountability- Not Applicable at Present due to COVID-19.	School with a grade 12 Achievement- 20% CCR*-10% ELP-5% Growth-30% Chronic Absenteeism- 10% Graduation Rate- 25% *CCR definition- The six indicators of college and career readiness currently utilized are achieving a benchmark score on the ACT, scoring a 3, 4, or 5 on an Advanced Placement exam/scoring a 4, 5, 6, or 7 on an International Baccalaureate exam, scoring silver level or above on ACT Work Keys, earning a Tran scripted college credit while still in high school, earning an Industry Credential, or being accepted for enlistment into any branch of the military. State Accountability also requires the assignment of a letter grade A-F, based on the school or LEA’s accountability score.
2. Geographic Comparisons	Proficiency comparison to the local district
	Subgroup proficiency comparison to local district
	All students growth comparison to local district
	Subgroup growth comparison to local district

	Graduation rate comparison to local district
	Graduation rate subgroup comparison to local district
3. Comparison to Schools Serving Similar Students (Regression)	Proficiency comparison schools serving similar students
	Graduation rate comparison to schools serving similar students
4. School-Specific Goals	TBD

NOTE: Subgroups include race and ethnicity, current and former English Language Learners, students with disabilities, free and reduced-price lunch.

ACADEMIC PERFORMANCE FRAMEWORK (APF)

1. STATE AND FEDERAL ACCOUNTABILITY SYSTEM

Alabama’s ESSA Committee developed the accountability system to evaluate and track the performance of all public schools in the state.¹¹ In order to align charter school accountability expectations with the state accountability system, the state’s measures serve as the foundation of the APF, supplemented by additional measures required by the Alabama School Choice and Opportunity Act.

The accountability system evaluates all students and targeted subgroups¹² on three components: proficiency, growth, and career and college readiness. It also includes the graduation rate, chronic absenteeism and ELP. Each year, the state calculates percentages for each school. Then based on a school’s score, it receives a letter grade. For purposes of this framework, the terms listed will be used in the charter school framework: *Exceeds, Meets, Does Not Meet, Falls Far Below Standard*.

State and Federal Accountability Is the charter school meeting performance expectations based on the Alabama Accountability System?
<i>Exceeds Standard:</i> ☐ Charter school receives a performance designation of “Exemplary” or “Very Good.”
<i>Meets Standard:</i> ☐ Charter school receives a performance designation of “Good.”
<i>Does Not Meet Standard:</i> ☐ Charter school receives a performance designation of “Fair.”
<i>Falls Far Below Standard:</i> ☐ Charter school receives a performance designation of “Underperforming” or “Lowest 5 Percent.”

State and Federal Accountability Is the charter school meeting performance expectations based on the Alabama Accountability System?
<i>Exceeds Standard:</i> ☐ Charter school receives a performance designation of “Exemplary” or “Very Good.”
<i>Meets Standard:</i> ☐ Charter school receives a performance designation of “Good.”
<i>Does Not Meet Standard:</i> ☐ Charter school receives a performance designation of “Fair.”
<i>Falls Far Below Standard:</i> ☐ Charter school receives a performance designation of “Underperforming” or “Lowest 5 Percent.”

GEOGRAPHIC COMPARISONS

Charter schools are compared to schools in the surrounding district *that serve the same grades*. The district comparison provides a comparison to the schools that charter school students might otherwise attend.

District comparison measures compare the charter school's percentile ranking to district schools serving the same grades as the charter school. Charter schools are rated based on the difference between the charter school and average district performance.

Proficiency comparison to district How are charter school students performing on state assessments compared to the district in which the school is located?
<i>Exceeds Standard:</i> ☐ School proficiency rate exceeded 1% more percentage points per year above the district average. (5% over 5 years)
<i>Meets Standard:</i> ☐ School proficiency rate is equal to or within 1 % percentage point of the district average.
<i>Does Not Meet Standard:</i> ☐ School proficiency rate is up to 5 percentage points below the district average.
<i>Falls Far Below Standard:</i> ☐ School proficiency rate is 10 or more percentage points below the district average.

Subgroup proficiency - Comparison to district How are charter school students in subgroups performing on state assessments compared to the district in which the charter is located?
<i>Exceeds Standard:</i> ☐ School subgroup proficiency rate is 1% or more percentage points above the district average. (5% Over 5 years)
<i>Meets Standard:</i> ☐ School subgroup proficiency rate is equal or within 1% point to the district.
<i>Does Not Meet Standard:</i> ☐ School subgroup proficiency rate is up to or equal to 5 percentage points below the district average.
<i>Falls Far Below Standard:</i> ☐ School subgroup proficiency rate is 10 or more percentage points below the district average.

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Graduation rate - All students - Comparison to district How are charter school student graduation rates compared to the district in which the charter is located?
<i>Exceeds Standard:</i> ☐ Charter school graduation rate is 1% or more percentage points above the district average. (5 % Over 5 years)

Meets Standard:

☐ Charter school graduation rate is equal to or within 1% of the district average.

Does Not Meet Standard:

☐ Charter school graduation rate is up to 5 percentage points below the district average.

Falls Far Below Standard:

☐ Charter school graduation rate is 10 or more percentage points below the district average.

Graduation rate – Subgroup – Comparison to district

How do charter school student subgroup graduation rates compared to the district graduation rates in which the charter is located?

Exceeds Standard:

☐ Charter school subgroup graduation rate is 1% or more percentage points above the district average.

Meets Standard:

☐ Charter school subgroup graduation rate equals or is within 1 % of the district average.

Does Not Meet Standard:

☐ Charter school subgroup graduation rate is up to 5 percentage points below the district average.

Falls Far Below Standard:

☐ Charter school subgroup graduation rate is 10 or more percentage points below the district average.

GROWTH COMPARISONS: ALL STUDENTS

Measures evaluating charter schools against schools statewide serving **similar student populations** use regression analysis, a method of statistical analysis that provides an estimate of expected performance based on different student and/or school characteristics. This approach allows the Commission to see whether charter schools are performing better, worse, or about the same as we would expect schools serving the same mix of students.

Proficiency comparison to schools serving similar students

How are charter school students performing on state assessments compared to schools serving similar students?

Exceeds Standard:

☐ Charter school proficiency rate exceeds expected performance

Meets Standard:

☐ Charter school proficiency rate meets or slightly exceeds expected performance

Does Not Meet Standard:

☐ Charter school proficiency rate is lower than expected performance

Falls Far Below Standard:

☐ Charter school proficiency rate falls far below expected performance

Graduation rate – Comparison to schools serving similar students

How did the charter school graduation rate compare to schools serving similar students statewide?

Exceeds Standard:

☐ Charter school graduation rate exceeds expected performance

Meets Standard:

☐ Charter school graduation rate meets or slightly exceeds expected performance

Does Not Meet Standard:

☐ Charter school graduation rate is lower than expected performance

Falls Far Below Standard:

☐ Charter school graduation rate falls far below expected performance

4. SCHOOL-SPECIFIC GOALS

5a. Did the charter school meet its school-specific academic goals? Note: Specific metric(s) and target(s) must be developed and agreed upon by the charter school and the authorizer.
<i>Exceeds Standard:</i> ☐ The charter school exceeded its school-specific academic goal(s).
<i>Meets Standard:</i> ☐ The charter school met its school-specific academic goal(s).
<i>Does Not Meet Standard:</i> ☐ The charter school did not meet its school-specific academic goal(s).
<i>Falls Far Below Standard:</i> ☐ The charter school fell far below its school-specific academic goal(s).

**Acceleration Day and Evening Academy has an approved academic framework that aligns to its mission.*

Attachment 10: Enrollment Policy

2024-2025 School Year

iPrep's recruitment process occurs in three phases.

Independence Preparatory Academy Recruitment Plan	
Phase 1: Feedback & Insight Gathering <i>August 2022 – December 2023</i>	● Engage in discussions and visits with teams at Alabama charter schools ● Meet with religious, nonprofit, and other community leaders ● Conduct meetings with parents, and school leaders ● Launch digital outreach on social media ● Outreach to community organizations to form strategic relationships
Phase 2: Community Awareness & Feedback <i>January 2023 – March 2023</i>	Gather signatures from supportive community members and letters of support from community leaders Build relationships with youth-serving organizations Attend community meetings and events in Fairfield Continue outreach to community organizations to form strategic relationships Host 7 focus groups to solicit community input on school design Conduct empathy interviews with students Launch a survey campaign to gather community input on school design
Phase 3: Recruitment <i>June 2023 – August 2024</i>	Neighborhood Canvassing: The Founding Team and volunteers conduct regular canvassing throughout Fairfield and surrounding areas to attract students and families. Our goal is to visit at least 200 doors to engage in meaningful conversations and to invite them to our recruitment events. ● Flyers and Bulletin Boards: iPrep posts flyers at local businesses and nonprofits within Fairfield and surrounding areas. ● Digital Recruitment Campaign: iPrep's High School Intern and Founding Director of School Operations leverage all social media platforms to connect with our community of families, residents, business owners, religious leaders, and political leaders. ● Press and Radio Ads: iPrep leverages print and audio advertisements to promote iPrep to families within Fairfield and surrounding areas ● Organize Informational Meetings: In partnership with local nonprofits and community leaders, iPrep organizes a series of a minimum of 10 informational meetings around Fairfield and surrounding areas to generate interest. ● Information Sessions at Local Libraries: The Founding Team arranges information sessions at local libraries during events for families or children ages 4-5. ● iPrep L.I.F.E. Classes: The Founding Team offers a series of one-hour fun and educational weekly classes (i.e., mindfulness, group fitness, cooking, resume-building, computer skills, financial literacy) for parents and grandparents to develop rapport with our community, share more about iPrep's model, mission, and vision, and Learn In a Fun Environment (LIFE). ● "Mistletoe and Muffins with iPrep": In December, the Founding Team facilitates information sessions with muffins to share the iPrep model and recruit potential families in Fairfield and surrounding area apartment communities.

	● “iPrep Pop-Up F.U.N.”: iPrep runs activities and sessions around potential interests and dreams for potential students to demonstrate joy and rigorous learning in Finding Your Niche. ● “Mellow Mondays with Dr. Sales”: iPrep founder leads weekly read-aloud via Facebook Live on Mondays. ● Tabling at Local Businesses: The Founding Team sets up a table at local grocery stores, barber/beauty shops, restaurants, and other local establishments to share more about iPrep. ● “From Diapers to Degrees” Coffee Chat with Daycare Center Leaders & Owners: The iPrep Founding Team canvasses Fairfield and surrounding areas to build relationships with daycare providers inviting them to attend a coffee chat with iPrep where we share the mission and vision of iPrep to generate excitement. ● Tabling at Local Daycare Centers: The Founding Team sets up a table at local daycare centers for families of students in pre-K4 classes to share our model and secure intent to enroll statements. ● “Popcorn with BAE”: In February, iPrep hosts story time for potential students and families to celebrate our love for reading (Books Above Everything; BAE) while sharing more about iPrep and enrolling potential students. ● “Rainbows and Unicorns Spring Fling”: iPrep hosts a spring family fun day to attract potential parents and enroll potential students.
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iPrep will begin the formal enrollment process in January 2024, targeting an initial cohort of 90 kindergarteners

Independence Preparatory Academy Enrollment Plan		
Timeline	Year 1 Dates	Details
First business Monday in January Application Launches	January 8, 2024	Application launches on the website.
First business Monday in January through the third Friday in April Accepting Applications	January 8, 2024 – April 19, 2024	Applications are accepted through the online enrollment platform, likely SchoolMint. We set a goal of acquiring a quota of 200 applications for our 160 available seats, allowing for a healthy waitlist to ensure the school is fully enrolled on the first day of school and remains fully enrolled throughout the school year. Applications are accepted until 5:00 pm on the third Friday in April. All applications after this deadline will be added to the wait list

		post-enrollment lottery on a first-come, first-served basis.
First Saturday in May Lottery Held	May 4, 2024	All students submitting a formal application before May 4th deadline will enter the lottery. Students selected will receive an offer for a seat until all available entry-grade seats are filled. Students drawn after seats are filled are added to an ordered waitlist and will be selected once seats become available in the order listed.
Fifth Business Day after Lottery Deadline to Confirm Intent to Enroll	May 10, 2024	Applicant families have 5 business days after the lottery to confirm their intent to enroll in iPrep. Lack of notification will automatically relinquish the seat.
Next Business Monday after the Deadline to Confirm Enrollment Waitlist Notification	May 13, 2024	After receiving confirmation of the intent to enroll, available seats are offered to the next student on the ordered waitlist. Waitlisted families offered a spot have 5 business days to confirm their intent to enroll after which their spot will be relinquished and given to the next family on the ordered waitlist.

Independence Preparatory Academy complies with the Family Education Right to Privacy Act (FERPA) concerning the publication of lists of applicants, enrolled students, waitlisted students, or any other student group, before, during, and after the enrollment and lottery process.

Attachment 11: Request for Proposals for Service Providers

Not Applicable

Attachment 12: Public Charter School Application

See attached.