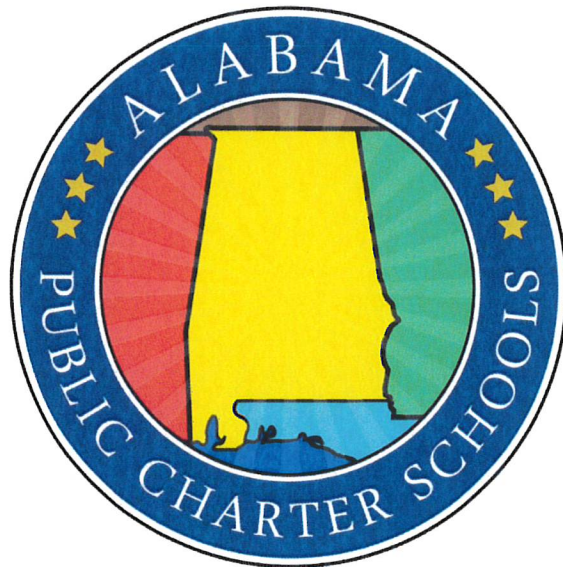


# **ALABAMA PUBLIC CHARTER SCHOOL COMMISSION**



## **PUBLIC CHARTER SCHOOL CONTRACT**

2020

## CHARTER CONTRACT FOR CHARTER AUTHORIZERS

### PURPOSE

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

### ATTRIBUTION

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

### COMMISSION'S ACKNOWLEDGMENT AND ATTRIBUTION

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

# PUBLIC CHARTER CONTRACT

## INSTRUCTIONS

### NOTE

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

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

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

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## **PARTIES**

This agreement is executed on this 10<sup>th</sup> day of November 2020 by and between the Alabama Public Charter School Commission (“Commission”) and ALABAMA CLASSICAL GROUP’S GOVERNING BOARD (“Governing Board”), for the operation of IVY CLASSICAL ACADEMY (“School”).



## ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT

### Section 1.1 Purpose

This Contract outlines the roles, powers, responsibilities, and performance expectations for the Governing Board's establishment and operation of IVY CLASSICAL ACADEMY, (the "School"), a public charter school. The Governing Board must comply with all of the terms and provisions of this Charter School Contract ("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 authorization 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 Contract, and in addition to the terms defined throughout this Contract, each of the following words or expressions, whenever capitalized, shall have the meaning set forth in this section:

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

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

**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 a public charter school and an authorizer that outlines the roles, powers, responsibilities, and quantitative and qualitative performance expectations for each party to the contract.

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

**DEPARTMENT.** The Alabama State Department of Education.

**EDUCATION SERVICE PROVIDER.** An entity with which a public charter school intends to contract with for educational design, implementation, or comprehensive management. This relationship shall be articulated in the public charter school 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 20 percent of its membership be parents of students who attend or have attended the public charter school for at least one academic year. Before the first day of instruction, the 20 percent membership requirement may be satisfied by parents who intend to have their students attend the public charter school.

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

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

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

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

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

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

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

**SCHOOL YEAR.** July 1 through June 30.

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

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

**STATE SUPERINTENDENT.** The State Superintendent of Education.

## **ARTICLE III: SCHOOL'S PURPOSE**

### **Section 3.1 Executive Summary**

Ivy Classical Academy will be a public charter school offering a classical, liberal arts education to students primarily from Autauga County, Alabama.

### **Section 3.2 Mission and Vision**

#### **Mission and Vision**

Ivy Classical Academy will be a charter school focusing on a traditional liberal arts classical education. Starting as a K-6 grade school, Ivy Classical Academy will add a grade each year until it offers a full K-12 education.

Ivy Classical Academy's mission is to train the minds and improve the hearts of young people through a content-rich classical education in the liberal arts and sciences, with instruction in the principles of moral character and civic virtue.

Pursuing the school's mission will enable Ivy Classical Academy to develop students into exemplary citizens that adhere to the school's seven virtues. These students will be thoughtful, well-spoken and articulate, but most importantly, they will possess a life-long passion for learning.

There is a distinct need for a tuition free classical education option in our community and surrounding area. Without Ivy classical Academy, a classical education is only available to families that are willing to travel to and able to afford tuition costs associated with the private classical schools in Alabama.

There are many students and families in Autauga, Elmore and Montgomery counties who have expressed interest in receiving a classical education by pre-enrolling for Ivy Classical Academy through the school's website. With over 500 students pre-enrolled, there is a clear need for a publicly funded classical education in Autauga County and the surrounding communities.

As a public charter school, Ivy Classical Academy will meet this need by offering classical education to all families in the area, regardless of socioeconomic status or personal circumstance. As a public school, students with disabilities and special needs, as well as those who are gifted and talented will be welcome to enroll at Ivy Classical Academy.

#### **Educational Needs and Anticipated Student Population**

Ivy Classical Academy will address the educational needs of students located primarily from Autauga County, and then the surrounding areas. Ivy Classical Academy will be educating students of all different backgrounds, different socioeconomic standing and those with disabilities and special needs.

In the event Ivy Classical Academy does not achieve capacity by offering open enrollment to students from Autauga County, there is a large student population within a 15 mile commute of the school including Montgomery and Elmore counties. In rural counties such as Autauga and Elmore, a 15 mile commute does not equate to high commuter times like it would in more urban settings like Birmingham or Atlanta. As such, Ivy Classical Academy believes that parents and students will be willing to commute 15 miles to attend a charter school offering a classical education.

Ivy Classical Academy anticipates 642 Students, of those we anticipate roughly 65 to be identified as having special needs or disabilities (SPED), and we anticipate less than 10 students to be identified as English Language Learners (ELL).

Ivy Classical Academy also anticipates 320 of the 642 students will qualify as economically disadvantaged.



## ARTICLE IV: GOVERNANCE

### Section 4.1 Governance

The School shall be governed by its Governing Board in a manner that is consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law. The Governing Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School, the fulfillment of the 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 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 20 percent 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. But, this prohibition does not apply to entities whose sole purpose is to provide support to the specific School in question or any of its programs (parent-teacher groups, booster clubs, etc.).

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

**Section 4.8 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 Contract, and the Commission policies, as may be amended from time to time.

### Section 5.2 Public School Status

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

### Section 5.3 Nonsectarian Status

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

### Section 5.4 Access to Individuals and Documents

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

### Section 5.5 Ethics

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

### Section 5.6 Record Keeping

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

### Section 5.7 Non-Discrimination

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

**Section 5.8 Inventories**

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

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

**Section 5.9 School Closure/Assets**

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

**Section 5.10 Transportation**

The School may enter into a contract with a school system or private provider to provide transportation to the School's students. The School shall be responsible for providing students transportation consistent with the plan proposed in the approved application and consistent with applicable Federal and State law.

**Section 5.11 Staff Qualifications**

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

**Section 5.12 Contracting for Services**

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

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



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

- a. Evidence of the education service provider's success in serving student populations similar to the targeted population, including demonstrated academic achievement as well as successful management of nonacademic school functions, if applicable.
- b. A draft agreement setting forth the proposed duration of the service contract; roles and responsibilities of the Governing Board, the School staff, and the education service provider; scope of services and resources to be provided by the education service provider; performance evaluation measures and timelines; compensation structure, including clear identification of all fees to be paid to the education service provider; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract.
- c. Disclosure and explanation of any existing or potential conflicts of interest between the School or the Governing Board and the education service provider or any affiliated business entities.

#### **Section 5.13 Transaction with Affiliates**

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

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

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

## ARTICLE VI: ENROLLMENT

### Section 6.1 Enrollment Policy

The School shall comply with applicable law and the enrollment policy found in Section 16-6F-5(a)(1-10) of the Act and incorporated into this agreement as "Attachment 10" Enrollment Policy."

### Section 6.2 Maximum Enrollment

The capacity of the public charter school shall be determined annually by the Governing Board of the School, 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 the charter contract, and ensure that its student enrollment does not exceed the capacity of its facility or site.

### Section 6.3 Annual Enrollment Review

As necessary, the maximum enrollment of the School will be adjusted annually by the Governing Board, 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 the Contract, and assure that its student enrollment does not exceed the capacity of its facility.

### Section 6.4 Enrollment Plan

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

	2021-2022		2022-2023		2023-2024		2024-2025		2025-2026	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
K	80	96	80	96	80	96	80	96	80	96
1	80	96	80	96	80	96	80	96	80	96
2	80	96	80	96	80	96	80	96	80	96
3	80	96	80	96	80	96	80	96	80	96
4	70	86	70	86	70	86	70	86	70	86
5	70	86	70	86	70	86	70	86	70	86
6	70	86	70	86	70	86	70	86	70	86
7			70	86	70	86	70	86	70	86
8					70	86	70	86	70	86
9							50	58	50	58
10									50	58
	<b>530</b>	<b>642</b>	<b>600</b>	<b>728</b>	<b>670</b>	<b>814</b>	<b>720</b>	<b>872</b>	<b>770</b>	<b>930</b>

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

### Section 6.5 Student Records

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

**Section 6.5 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 charter public schools in the state. Each fee must be approved by the Governing Board.

Anticipated fees are detailed in the following list:

- School Uniform Fee
- Non-Academic Programming Fee (Supplemental Sports, Non-Academic Organizations, Field Trips, etc.)



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

### Section 8.4 Students with Disabilities

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

## ARTICLE IX: FINANCIAL ACCOUNTABILITY

### Section 9.1 Legal and Accounting Compliance

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

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

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

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

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

### Section 9.2 Budget

The Commission may require the School to revise start-up and five-year budgets included in the charter school 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 the date agreed upon on this contract. The School may move its location(s) only after obtaining written approval from the Commission, subject to such terms and conditions as may be specified. Any change in the location of the School shall be consistent with the Application and acceptable to the Commission. Attachment 7: Physical Plan contains the address and description of the approved facility.

### **Section 10.4 Inspections**

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

## ARTICLE XI: EMPLOYMENT

### **Section 11.1 No Employee or Agency Relationship**

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

### **Section 11.2 Retirement Plan/Insurance**

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

### **Section 11.3 Background Checks**

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

### **Section 11.4 Immigration**

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



## ARTICLE XII: INSURANCE AND LEGAL LIABILITIES

### Section 12.1 Insurance

The School will maintain adequate insurance necessary for the operation of the School, including, but not limited to, property insurance, general liability insurance, workers' compensation insurance, unemployment compensation insurance, motor vehicle insurance, errors and omissions insurance, and all other insurance intended to cover the Governing Board, School, and its employees. The School will maintain fidelity bonds on all school administrators in leadership positions with 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 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 the Charter as Exhibit F. 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 a School are governed by the requirements of the *Family Educational Rights and Privacy Act* ("FERPA"), 20 U.S.C. §1232g, and its corresponding regulations. The parties will safeguard personally identifiable information from education records in their possession by developing and adhering to data governance procedures that safeguard against unauthorized access or disclosure of such records in accordance with said law.

## ARTICLE XIV: COMMISSION'S RIGHTS AND RESPONSIBILITIES

### Section 14.1 Oversight and Enforcement

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

### Section 14.2 Right to Review

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

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

### Section 14.3 Notification of Perceived Problems

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

### Section 14.4 Reports by the Commission

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



## ARTICLE XV: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

### Section 15.1 Breach by the School

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

### Section 15.2 Termination by the Commission

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

- a. A material and substantial violation of any of the terms, conditions, standards, or procedures set forth in the Contract.
- b. Failure to meet generally accepted standards of fiscal management.
- c. Failure to provide the Commission with access to information and records.
- d. Substantial violation of any provision of applicable law.
- e. Failure to meet the goals, objectives, content standards, performance framework, applicable federal requirements, or other terms identified in the Contract.
- f. Failure to attain the minimum state proficiency standard for public charter schools in each year of their operation and over the charter term.
- g. Bankruptcy, insolvency, or substantial delinquency in payments, of the School.
- h. Discovery that the Applicant submitted inaccurate, incomplete, or misleading information in its Application or in response to a Commission's request for information or documentation.
- i. School's performance falls in the bottom quartile of schools on the State Board of Education's accountability index.

### Section 15.3 Non-Renewal by the Commission

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

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



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

**Section 15.4 Termination by the School**

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

**Section 15.5 Dissolution**

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

**Section 15.6 Disposition of Assets upon Termination or Dissolution**

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

## ARTICLE XVI: MISCELLANEOUS PROVISIONS

### Section 16.1 Records Retention

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

### Section 16.2 Confidential Information

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

## ARTICLE XVII: NOTICE

### Section 17.1 Notice

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

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

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective as of the first day of classes as determined by Autauga County Board of Education for the school year beginning Fall 2021. We anticipate this to be early to mid August, 2021.

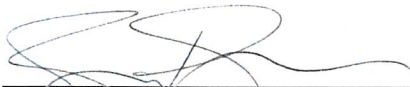
APPROVED BY A QUORUM OF THE COMMISSION ON September 10<sup>th</sup>, 2020:



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David Marshall, Chair  
Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:



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Bradley John Neave, Chairman of the Governing Board  
Alabama Classical Group / Ivy Classical Academy

**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
<b>School Facility/Physical Plant:</b>			
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.	11/17/2020		
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.	11/17/2020		
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.	11/17/2020		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	6/1/2021		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	7/1/2021		
<b>School Operations:</b>			
School Leader is hired.	11/1/2020		Completed
School leader or assigned staff has participated in Child Nutrition Program Training.	3/10/2021		
School Leader has participated in ALSDE training in Federal Programs and Special Education.	3/1/2021		
School leader has participated in training in finance.	3/1/2021		

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.	1/5/2021		
Community engagement activities should be ongoing with one community engagement activity per quarter required. Proof submitted as completed			
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.	1/5/2021		
The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP).	ALSDE FINANCE SCHEDULE  Ongoing		
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.	2/5/2021		
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.	2/5/2021		
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. (Post on School's Website)	3/5/2021		

Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended.	6/01/2021		
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.	4/5/2021		
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: <a href="https://www.alsde.edu">https://www.alsde.edu</a> .	6/15/2021		
<b>nSide</b>			
<b>PRE-OPENING SITE VISIT:</b>  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.	7/15/2021		
State assessment schedule is on file with the Commission.	8/10/2021		
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.	8/10/2021		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	7/10/2021		
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). (PowerSchool)	7/10/2021		



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.	7/29/2021		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	7/29/2021		
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.	7/29/2021		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	7/29/2021		
<b>School Governance:</b>			
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.	11/10/2020		Completed
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).	7/29/2021		
Resume of each Governing Board member is on file with the Commission.	7/29/2021		
Governing Board disclosure forms are complete and on file with the Commission.	11/10/2020		Completed
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	11/10/2020		Completed



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. Please see the performance framework attachment. These targets must be set by July 1st of each year of the School's operation.	11/10/2020		Completed
<b>Budget:</b>			
Preopening Year Budget/Unencumbered Funds Available	12/10/2020		
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.	Ongoing 1/04/2021 2/10/2021 5/10/2021		
Submit evidence of fund balance quarterly.	12/10/2020 2/10/2021 5/10/2021		
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. (Bond)	6/15/2021		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission and on the school's website.	5/30/2021		
Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.	7/01/2021		
Provide and maintain online software requirements to ensure compliance in all areas; i.e. PowerSchool and Charter.Tools.	11/17/2020-Charter. Tools PowerSchool - ongoing as scheduled by ALSE		

1. Note: 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.