

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION



PUBLIC CHARTER SCHOOL CONTRACT

2022

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 |

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

PUBLIC CHARTER SCHOOL CONTRACT

Issue Date: April 14, 2022

CHARTER SCHOOL CONTRACT
FOR THE OPERATION OF COVENANT ACADEMY OF MOBILE

PARTIES:

Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

COVENANT ACADEMY OF MOBILE BOARD OF DIRECTORS, EIN Number: 87-4009772

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PARTIES

This agreement is executed on this 14th day of April, 2022 by and between the Alabama Public Charter School Commission ("Commission") and Covenant Academy of Mobile Board of Directors ("Governing Board"), for the operation of Covenant Academy of Mobile.

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 Covenant Academy of Mobile, (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, Mission and Vision

The founders of Covenant Academy of Mobile (CAM) have operated a childcare center in Mobile, Alabama since 2006 with approximately 103 children (6 weeks-5 years of age) and an afterschool program with approximately 75 children, with ages ranging from five to twelve. The founders also operate four "First Class Pre-K" programs. The founders are well equipped to manage over twenty-five employees. Based on a "Staff Survey" in February 2021, the employees indicated that they were supported by the founders in every aspect of the school community.

The founders and a diverse leadership team from the surrounding communities have collaborated since October 2020 to create a "Dream" school. Their goal is to meet the needs of any students, regardless of race, ethnicity, gender, socioeconomic status, disability, or religion in Mobile County first and others in the state if the school is not at capacity.

CAM's vision, mission, and core beliefs are at the center of our educational plan, and we believe with them embedded in our school community, we will produce students who will be leaders not just in our community, but in the world.

Mission, Vision, and Beliefs/Core Values

Covenant Academy of Mobile's **mission** is to create and maintain a positive learning environment that promotes relevant and engaging learning, inspires students to be ambassadors of good character, empowers students to develop skill sets and a passion for lifelong learning. By maintaining this environment, we provide opportunities for our students to be productive and caring contributors in a changing world.

Our **vision** is to empower all students to take ownership of their learning, so they are prepared for success as leaders in a globalized world.

Belief/Core Values: As a "Creative Diverse" school community, we believe in a F.L.I.P.S. (FAITH, LOVE, INTEGRITY, POSITIVE ATTITUDE, SELF-RESPECT) model. We also believe the "Core Values" will inspire everyone to create a partnership that will ensure the success of all students.

Educational Need and Anticipated Student Population

We know there is some success in the Mobile County Public School System, but there are also some schools that have not been successful, and these are the schools in the surrounding areas where parents/guardians are desperately seeking other options. Many parents/guardians choose to enroll their children in private schools. According to TownCharts.com who provides data on all cities in the nation, 18% of the students in Mobile County attend private schools. There are 53,000 students enrolled in the Mobile County Public School System and 90 schools.

There are twelve high schools, but the dropout rate is 14% and many of these students do not have the necessary skills to be "productive and caring contributors" in our communities.

We believe by providing a diverse innovative charter school that will empower the students to take ownership of their learning and provide various college/career paths, parents/guardians who send their children to private schools, home school, and those who send their children to regular public schools but are unhappy with the academic progress at those schools, will want to send their children to an innovative public charter school.

Enrollment priority will be extended to those members who serve on the leadership team, Board members, and school employees. Preferential enrollment will not exceed more than 10% of the school's total student population. We will recruit throughout the county and hopefully, attract a diverse school community that reflects the various ethnic groups who live in Mobile County and surrounding areas.

Covenant Academy of Mobile is in west Mobile County and is easily accessible from all directions. It is located about 3.5 miles from a "low performing" elementary school that has been on the "failing" schools' list. Covenant Academy of Mobile is also located 6.1 miles from another elementary school that received a 71% on the 2018-19 "School Report Card".

The school buildings are designed in such a way that the elementary, middle, and high school students will be in separate buildings. There is also room for expansion if there is a need. We are hopeful that by offering a well-balanced, rigorous, engaging program, our enrollment will exceed our expectations.

The goal is to eventually offer a K-12 innovative program. During the first year of operation, we will begin with kindergarten through fifth grade (minimum of 270 students) and add a grade level each year thereafter until twelfth grade is established in 2030-31.

As a state, Alabama is one of the lowest academically ranked states in the nation by The National Assessment of Educational Progress (NAEP). Alabama's "Report Card" indicates that there are serious problems with our current and past educational programs. It is obvious that something is not working and has not been working because according to the NAEP results, Alabama ranks at the very bottom of academic success.

According to the Alabama State Department of Education's Website, in 2018-19, there were: 139 public school systems, 1,339 schools, and 739,464 students in the state.

Included with this summary are the results of NAEP assessments over a period of years and for the most part, no progress has been made in Alabama. There is a much higher percentage of students scoring at the "At or Above Basic" level than the "At or Above Proficiency" level. This has been a recurring problem year after year for Alabama. As an innovative charter school using a rigorous curriculum and engaging activities, our goal is to have more students performing "At or Above Proficiency" level than "At or Above Basic" level.

Also, included in this report is The Alabama State Department of Education (ALSDE) "Individual District's Report Card". The results for Mobile County Public School System (MCPSS) are included to support the need for education options for parents/guardians in the Mobile County community. Since ALSDE began the "Failing Schools" list, MCPSS has had elementary, middle, and high schools on the lists.

Alabama Individual District's Report Card

Each year, students in all public schools participate in the Alabama State Department of Education (ALSDE) state assessments to determine each school's academic progress. The ALSDE publishes a report card showing a single letter grade for schools, systems, and the state. The report card is required by Alabama ACT No. 2012-402. (See Attachment: Report Cards)

The report card consists of the following indicators:

Schools with a Grade 12:

- Academic Achievement – 20%
- Academic Growth – 30%
- Graduation Rate – 30%
- College and Career Readiness – 10%
- Chronic Absenteeism – 10%

Schools without a Grade 12:

- Academic Achievement – 40%
- Academic Growth – 50%
- Chronic Absenteeism – 10%

The indicators are used to determine the overall points that result in a letter grade:

- A = 90-100
- B = 80-89
- C = 70-79
- D = 60-69
- F = 0-59

Mobile County Public School System 2017-18 Report Card (C-77%) 2018-19 Report Card (B-83%)

Mobile County Public School System did make overall improvement in 2018-19. However, the reading and science results "Percent Proficient" decreased in 2018-19 and the math "Percent Proficient" increased by .34%.

Schools are identified as failing if they are in the bottom 6% of schools across the state based on standardized assessments. In 2017-18, there were four middle schools and five high schools on the "Failing Schools" list for Mobile County Public School System.

In 2018-19, there were 76 "Failing Schools" statewide and there were nine in the Mobile County Public School System. The nine schools included: one elementary, five middle schools, and three high schools.

Education Plan/School Design

Covenant Academy of Mobile is committed to fulfilling its mission:

To create and maintain a positive learning environment that promotes relevant and engaging learning, inspires students to be ambassadors of good character, empowers students to develop skill sets and a passion for lifelong learning.

This mission is embedded in six tiers:



CHARACTER EDUCATION: POSITIVE ACTION

F.L.I.P.S. (Faith, Love, Integrity, Positive Attitude, Self-Respect) is the character education model we created and will implement in our program. These are “core values” that we believe are essential in developing a culture that promotes equity in our school environment. These core values are needed in our society and hopefully, our school will be the “shining light” as an example of how students, parents/guardians, and the school community, regardless of race, ethnicity, culture, socioeconomic status, gender, religion can live and work together peacefully.

Our goal is to teach and model these “core values” everyday so all students clearly understand what good character traits are and how they are used to help us “make good choices” in life.

We believe if students have:

- | | |
|-------------------|---|
| F---FAITH: | Confidence in themselves will open the door to so many opportunities that will allow them to accomplish more than they ever imagined. |
| L---LOVE: | Love is a range of strong and positive emotions that promote commitment, caring, trust, happiness, protection, and many more. With positive emotions, students will be motivated to show love instead of anger to everyone they meet and develop a love for learning. |
| I---INTEGRITY: | We want integrity to become a natural behavior for our students. We will encourage them to practice and be consistent with being honest and doing what is right, even when no one else is around. Relationships are developed because of integrity and in preparation for the “real world”, our students need to learn the importance of trust and integrity. |
| P---POSITIVE: | One of the attributes of being a great “Young Emerging Leader” is ATTITUDE having a positive attitude. Without a positive attitude, our students will find themselves being stressed and less productive. We want our students to be positive thinkers” and recognize opportunities that can change their lives in a positive manner. |
| S---SELF-RESPECT: | We believe if our students have pride, confidence, and respect for themselves then their behavior will display a sense of honor and dignity. |

Self-respect is synonymous with respect for others. If everyone displays this behavior, our school environment will be one of honor and dignity.

We believe the character education program (Positive Action) will help to create the culture we desire.

ORGANIZATIONAL SKILLS:

Organizational skills are essential skills students need to learn at an early age to maximize efficiency and productivity. Students need to learn how to plan, prioritize various tasks, and maintain structure that will enhance the entire educational process.

Some of the skills that will be taught are planning, time management, communication, setting goals, using resources effectively, and attention to detail. Students will be encouraged to use their time, energy, and resources in an efficient manner to achieve their goals. All students will benefit from using a school planner effectively to keep track of all assignments, activities, important documents that need signatures, and other information of importance.

Covenant Academy of Mobile will encourage the entire school community to model being organized and structured in a way to enhance and promote efficiency and productivity on all levels in the school community.

LITERACY RICH ENVIRONMENT:

One of the state's and Common Core standards is to provide "Literacy rich" classrooms that support speaking, listening, reading, and writing in a variety of ways using print or digital media. These classrooms are not just for English Language Arts (ELA), but all subjects. Reading and writing across all content areas will enhance students' skills and emphasize to the students that the skills are necessary in all subjects. For example, in math classrooms, when students are learning new content or new skills, they are encouraged to use their problem-solving skills and write the process used to solve the problem. They are also encouraged to make connections to "real life" and explain the rationale for their answer which supports the advanced levels of Bloom's Taxonomy.

Our goal is to have consistency with teachers using the same research-based tools and strategies (graphic organizers, peer-peer collaboration, manipulatives, etc.) that support all students. This will assist the students in hopefully, feeling some success with learning and take responsibility for learning because they are familiar with the process.

S.T.E.A.M.:

Covenant Academy of Mobile is devoted to providing an innovative program that will prepare all students to meet the demands of 21st Century essential skills. We believe a STEAM (Science, Technology, Engineering, Arts, Math) education provides students some of the crucial skills necessary to be innovative "emerging leaders" in a global society. Inquiry, curiosity, critical thinking, problem solving, and creativity are key skills that are the foundation of a STEAM education. Our students will not only compete for jobs in the United States, but all over the world and we are the educational "doorkeeper" preparing them to enter the "real world" prepared to be "productive contributors" with core values that also make them "good" citizens.

Research has shown that students in a STEAM environment are much more prepared than students in a “traditional” classroom environment. Many of the schools in our community provide a “traditional” education and we believe that contributes to the same low performance academic achievement results each year. Our goal is to provide experiences that will promote student success not just in school, but in the future as well. Research also indicates that STEAM and literacy have a positive impact on cognitive development. Literacy is a common factor that is rooted in all content areas because students are constantly reading and sharing information.

Along with STEAM, the other content areas (Language Arts, Social Studies/History, etc.) will be taught as well using the same integrated approach used in the STEAM classes. The premise is that connections can be in all subject areas where students are looking for solutions to specific problems using the inquiry process.

A STEAM environment works with all learners, those who excel in an advanced program, those who are on/below grade levels, and those who qualify for special education services. Student engagement promotes academic achievement. It provides opportunities for teachers to check for understanding during the assigned task, conduct observations and informal assessments to make sure students understand the concept before formal assessments are administered.

In order to implement STEAM with fidelity, Covenant Academy of Mobile will invest in high quality professional development before implementation for all faculty/staff involved in educating the students. This approach will be aligned with the curricular standards, assessments will be created, and lessons developed using the STEAM approach. Everyone will understand that our students will not spend their educational days in a “traditional” classroom because our goal is to provide the best learning opportunities that lead to success for all students.

CONNECTIONS:

Connections are elective classes that are offered to provide students opportunities to explore various interests in addition to taking their core classes. Connection classes may last a quarter or a semester, depending on the course. Connections also provide a solid foundation for high school students who are on a specific college or career path. Connections with the local community will be an asset because business partners will be able to provide “hands on” learning resources to enhance “real life” experiences in the classroom. The courses will be designed to offer optimal experiences that will prepare students to be leaders and problem solvers.

Students will be able to earn “Service Learning” hours through either the content area courses or Connections. Service learning takes the learning to another level. Students are able to make a connection between academic learning and “hands on” real-life applications.

ENTREPRENEURS-“YOUNG EMERGING LEADERS”:

Covenant Academy of Mobile’s goal is to prepare a diverse student population to be confident leaders in a global society. This will be done by providing a “top notch” college and career educational experience along with developing partnerships with various businesses in the surrounding area who will provide internships and other “real life” opportunities.

Community Engagement

Many of the parents/guardians who live in the surrounding communities have pleaded for a number of years with the founders to start an elementary, middle, and high school. The parents/guardians have not been pleased with their children's academic achievement at their zone schools, but they have been very pleased with the childcare, Pre-K, and after-school environment and would love for their children to attend a new charter school started by the founders that will promote equity in an advanced, accelerated program for all students. The results of a "Parent/guardian Survey" conducted in the spring 2021 and fall 2021, indicated that the parents/guardians, from two different groups, are very pleased with the early learning program.

On July 28, 2021, during a "Sports Academy" parent/guardian meeting, the founders shared information about establishing a K-12 charter school and that conversation generated excitement among the parents/guardians. On August 23, 2021, prior to a Pre-K parent/guardian meeting, information was shared about the K-12 program and a diverse group of parents/guardians were asked to share ideas of their "Dream" school. The parents/guardians had no problems sharing suggestions for the proposed charter school. These parents/guardians will spread the word with family and friends in the diverse communities.

The founders and the leadership team are well connected in the community and have been sharing the information with others. Once the application is approved, strategic recruiting will be implemented as indicated in Section 10 of the application.

Leadership and Governance

At this time, we have not hired a principal/head of school. Once the application is approved, then we will advertise, recruit, and hire the best highly qualified candidate whose vision aligns with Covenant Academy.

Please see pages 65-70 in the attached charter application for additional information.

Enrollment Summary

Covenant Academy of Mobile will begin 2023-24 school year as a K-5 school with a minimum of 270 students and maximum of 372. The leadership team's rationale for K-5 is that the school will benefit from parents/guardians with multiple students in elementary school in one place. If we did not offer all elementary grades, then it would create a hardship for parents/guardians having children in different schools with different schedules. Also, to create the culture we desire, we believe by instilling our core values with the elementary students, as they are promoted to each grade level they will bring those values with them, and we can expand the positive environment year to year.

In the 2024-25 school year, we will add 6th grade and each year thereafter, add a grade level until grade 12 is established. Once all grades are established, our projected maximum capacity is 852. Of course, these are all projections, and the school will make necessary changes as needed.

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 **CAM Application (Pages 65-72)**.

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 and **the attached organizational chart**.

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. It shall be the duty and obligation of all such individuals to maintain and ensure compliance with the Alabama Ethics Laws. In the event that it is discovered or determined that any such individual is not in compliance with the Alabama Ethics Law, the School shall take immediate and appropriate action to ensure full compliance with 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 on page 85 or as otherwise provided in a specific transportation plan attached to and make a part of this Agreement.

Section 5.11 Staff Qualifications

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

Section 5.12 Contracting for Services

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

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

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

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

Section 5.13 Transaction with Affiliates

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

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

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

ARTICLE VI: ENROLLMENT

Section 6.1 Enrollment Policy

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

Section 6.2 Maximum Enrollment

The capacity of the public charter school shall be determined annually by the Governing Board of Covenant Academy of Mobile in conjunction with the authorizer and in consideration of the public charter school's ability to facilitate the academic success of its students, to achieve the other objectives specified in the charter contract, and to 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:

Grade	2023-24	23-24	24-25	24-25	25-26	25-26	26-27	26-27	27-28	27-28
	Min.	Max	Min.	Max	Min.	Max	Min.	Max	Min.	Max
K	54	72	54	72	54	72	54	72	54	72
1	54	60	54	60	54	60	54	60	54	60
2	54	60	54	60	54	60	54	60	54	60
3	36	60	36	60	36	60	36	60	36	60
4	36	60	36	60	36	60	36	60	36	60
5	36	60	36	60	36	60	36	60	36	60
6			50	60	50	60	50	60	50	60
7					45	60	45	60	45	60
8							45	60	45	60
9									45	100
10										
11										
12										
TOTAL	270	372	320	432	365	492	410	552	455	652

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

Section 6.5 Student Records

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

Section 6.6 Student Information System

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

ARTICLE VII: TUITION OR FEES

Section 7.1 Tuition or School Fees

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

Covenant Academy of Mobile will not charge tuition and will make every attempt to minimize school fees for all students. At this time, the Board of Directors have not established any school fees. Once the reasonable fees are determined, students who are unable to pay the fees WILL NOT be denied an opportunity to attend Covenant Academy of Mobile. Our goal is to provide equal opportunities to all students regardless of their economic status.

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. The School shall strive to maintain a balanced budget.

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 April 15, 2022. 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 Plant contains the address and description of the approved facility.

Section 10.4 Inspections

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

ARTICLE XI: EMPLOYMENT

Section 11.1 No Employee or Agency Relationship

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

Section 11.2 Retirement Plan/Insurance

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

Section 11.3 Background Checks

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

Section 11.4 Immigration

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

ARTICLE XII: INSURANCE AND LEGAL LIABILITIES

Section 12.1 Insurance

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

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 Contract. 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 April 14, 2022.

APPROVED BY A QUORUM OF THE COMMISSION ON February 14, 2022:

 4.14.22

David Marshall, Chair
Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:



Spencer Ruggs, President
Covenant Academy of Mobile 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.	04/01/2023		
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.	04/01/2023		
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.	04/01/2023		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	07/01/2023		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	07/01/2023		
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.	07/01/2023		
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.	05/01/2023		

The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP).	07/01/2023		
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.	05/01/2023		
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.	05/01/2023		
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.	03/31/2023		
Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended.	07/01/2023		
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.	05/01/2023		
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 .	07/01/2023		

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.	06/30/2023		
State assessment schedule is on file with the Commission.	05/01/2023		
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.	08/01/2023		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	05/01/2023		
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).	08/01/2023		
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.	08/01/2023		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	08/01/2023		
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.	08/01/2023		

Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	08/01/2023		
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.	08/01/2022		
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).	08/01/2023	Parents will be added once student enrollment is complete.	
Resume of each Governing Board member is on file with the Commission.	08/01/2022		
Governing Board disclosure forms are complete and on file with the Commission.	08/01/2022		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	01/30/2023		
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.	07/01/2023		
The school has employed a school leader who has educational expertise and the appropriate credentials.	01/30/2023		
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.	08/01/2023		
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.	08/01/2023		
The School has provided evidence of an authorization process that identifies (1) individual(s) authorized to expend School funds and issue checks; (2) safeguards designed to preclude access to funds by unauthorized personnel and/or misappropriation of funds; and (3) individual(s) responsible for review and monitoring of monthly budget reports.	06/01/2023		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission.	07/31/2023		
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.	08/01/2023		
Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.	04/01/2023		

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

See Attachment Uploaded to Charter.tools

Attachment 3: Governing Board Roster and Disclosures

Governing Board Roster						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
	Battle, Shamika	4568 Halls Mill Road Mobile, AL 36693	470-326-5455	shamika@justhealcounseling.com		
	Briscoe, Paulette	4568 Halls Mill Road Mobile, AL 36693	228-372-4828	pbriscoe80@yahoo.com		
	Lucy, Andre	4568 Halls Mill Road Mobile, AL 36693	251-656-7027	andre.lucy.pe@gmail.com		
	Ruggs, Nikkia	4568 Halls Mill Road Mobile, AL 36693	251-366-5878	npruggs@gmail.com		
	Ruggs, Spencer	4568 Halls Mill Road Mobile, AL 36693	251-554-7780	spencerruggs@hotmail.com		
	VACANCY					
	VACANCY					
	VACANCY					
	VACANCY					

Key Members

Since the discussion of starting a school began, there have been dedicated, committed members who joined forces with the founders to make this dream come true. The chemistry, collaboration, and the varied experiences of the members have created a school that will prepare students for success as leaders in a globalized world and make this community proud.

The "Leadership Team" began with the **founders**, Spencer Ruggs, Jr. and his wife Nikkia Ruggs; **Other members**: Shamika Battle-Packer, Dr. Eric James, Paulette Briscoe, Brenda Hartzog, Harvey Hall, Hazel George Hood, K. Rodgers, Savannah Jefferson-Ruggs, Nellie Kloosterman, Jataun Dudley-Lewis, Andre'

Lucy, J. McClutcheon, Jamie Roberson, Dr. LaShondra Robinson, Violetta Simpson, and Lawanna Hinton-Thomas.

The members below have committed to remain either as a School Board member or a member of the Advisory Board. Because of the varied experiences, we have worked collaboratively in each area. Covenant Academy of Mobile has been created under the "Leadership Team" and has not officially established the "School Board" yet. We have decided to have seven members. We will recruit parents/guardians after the school is approved, and before school begins.

Listed below are the proposed Board and Advisory Board members with a brief review of their experiences. The full resumes are included with the application.

School Board Members:

Paulette Briscoe:

- **Director of Career & Technical Education***** Improved student educational plans by advising on course selection, progress plans and career decisions. ***Boosted registrations 75% by improving promotional, outreach and parent/guardian engagement strategies. ***Collaborated with teachers to understand and improve classroom conditions.***Improved individual departments by working closely with the Mississippi Department of Education, the superintendent, and teachers to reorganize class loads, improve resource utilization and modernize equipment.***Performed site evaluations, teacher and student surveys and team audits. As part of quality assurance program. ***Consistently involved the stakeholders and made improvements to programs and added new programs to prepare students for local industry develop solutions and meet deadlines. ***Interviewed applicants to ensure that they were highly qualified and were a good fit for our programs.
- **Elementary Principal*****Instructed teachers on classroom management, behavior and instructional***Developed and implemented standards for student academic achievement aligned with district, state and local initiatives. ***Outlined, implemented and maintained personnel-related policies and procedures. ***Monitored and evaluated performance of school employees. ***Oversaw school budgets, documented changes and tracked expenses to allocate and manage school funds.
- **Junior High Assistant Principal***** Created teacher improvement plans when necessary, making sure that she offered help and resources to make the teacher successful. ***Administered teacher and student surveys for quality assurance program. ***In charge of discipline that required consequences from the student handbook. ***Improved student engagement by implementing student-centered classroom management techniques to foster academic curiosity. ***Integrated variety of educational programs to develop strong academic foundation. Formed deep relationships with parents/guardians and students by engaging groups.

Shamika Battle-Packer

- **Clinician/Author/Supervisor***** Diagnose and assess current cases***Provide counseling to children, families, adults and couples (in office and telehealth)***Develop SMART treatment plans, and assist with goal development for ongoing progress***Provide clinical supervision groups for therapist seeking full licensure***Conduct monthly group counseling for women and children***Audit files for clinically relevant information and ensure documentation is

sufficient***Serve as practicum/internship supervisor for graduate students in counseling program.

- **Interim Clinical Director*****Provide clinical supervision and consultation to over 60 therapist agency wide***Provide independent supervision to Clinical Team Leaders***Facilitate clinical supervision for new workers for the first 90 days of employment***Review clinical and ethical concerns and report directly to Executive Director ***Review SMART treatment plans, and assist with goal development for ongoing progress
- **Clinical Supervisor/Area Manager*****Provide individual and group supervision to ongoing therapist and paraprofessionals to address ethical concerns, communication, problem solving, collaboration with other agencies and provide ongoing support to cases and clinical direction***Facilitate meetings with community partners; and served as liaison with collaborative partners to ensure services needs were met with the agency*** Responsible for the development of agency programs and assistance with training staff on agency topics to help them stay relevant in the field***Audit files for clinically relevant information and ensure documentation is sufficient
- **Individual and Family Therapist*****Provide family, group, and individual therapy in the client's homes to restore and enhance their functioning capacity***Conduct Bio-psychosocial assessments on children (ages 4-18) and adults with mental health and ongoing life dysfunction***Coached children and families through everyday life choices providing skill-based services (behavior management, self-regulation, etc.)***Facilitate adolescent substance abuse group (7 Challenges)*** Develop SMART treatment plans, and assist with goal development for ongoing progress***Collaborate with Psychiatrist, Psychologist and provide feedback on cases

Andre Lucy

- **Supervisory Civil Engineer** ***Responsible for leading and supervising the MEDCOM Support Section within the Engineering Division. This section consists of ten Technical Managers I. The Technical Managers have various types of interdisciplinary positions ranging from engineers, and architects to interior designers. ***Duties include day-to-day supervision and accountability for employee's time and attendance/ labor certification, performance appraisal/evaluations, training and development; ***Lead staff meetings in order to communicate and manage critical aspects of the program and operations;*** Fiscal management of financial commitments in the Corps of Engineers' Financial Management System (CEFMS) for training Purchase Requests and Commitments (PR&Cs);***Manage the training budget, and human resource planning and management as well as assisting with the leadership and coordination of the technical processes involved with the collective efforts of the 25-person matrix MEDCOM Support Team.

Responsible for coordinating with the Project Manager, Supervisory Contracting Branch Chief and Officers, and Technical Leads of my section for improving the efficiency of our multi-division 25-person matrix team. ***Our program continues to grow as a result of dedicated professionals. In FY16 our execution was \$240M with 573 contracting actions; FY15 was \$245M with 640 contracting actions and our highest year in our 20+ year history was FY14 at \$326M with 696 contracting actions. Since 2012 my leadership capacity and responsibility has consistently increased as program responsibilities and expectations from our customers have increased.

- **Leadership Training** – 2006 Graduating Class of Leadership Mobile (06/07/2006)***Completed leadership and community involvement/ engagement training for emerging leaders within the community. This consisted of monthly meetings over a nine-month period. ***Areas of influence included Government and Politics, Public Services, Cultural Awareness, and Economic.

Nikkia Ruggs: (Co-Founder of Covenant Academy of Mobile)

- **Director of the state funded First Class Pre-K Program*****Manages all operational tasks on a daily basis while keeping up with the standards of DHR.***Successfully licensed multiple classrooms by meeting all the requirements laid out by DHR.***Manages all HR responsibilities including recruiting, hiring, and processing all necessary paperwork.***Creates and successfully manages all extra-curricular activities such as cosmetology, volleyball, football, and culinary arts.***Partnered with the Mobile County Transportation System to schedule transportation routes for the afterschool care program.***Planned and coordinated multiple in school functions during the school year for both the parents/guardians and students.
- **Administrator of the Child Nutrition Program (CACFP).** ***Managed and controlled all operational tasks including billing and payroll. ***Organized transportation routes for the afterschool care program. ***Managed all HR responsibilities including recruiting, hiring, and processing all necessary paperwork. ***Maintained health and safety policies for the entire facility. ***Created and successfully ran an afterschool program at a neighboring school.

Spencer Ruggs: (Co-Founder of Covenant Academy of Mobile)

- **Owner of Covenant Academy Inc.*****Created Covenant Academy to service children and families throughout the community. ***Developed an easily accessible all-inclusive sports program to help provide teamwork and leadership skills.***Director of the state funded First Class Pre-K Program with two successful classroom units managing a budget of \$240,000.***Partnered with Mobile County Public School Transportation System to schedule transportation routes for the afterschool care program.***Manages Schools Annual Revenue of 1.1 million dollars.
- **Owner • Rainbow Outreach Ministries*****Director of the state funded First Class Pre-K Program with two successful classroom units managing a budget of \$240,000. ***Manages the USDA Alabama Nutrition Food Program budget of \$300,000 for both school locations. ***Works closely with the community to enroll children in the daycare program while providing the best care possible. ***Works with the families to help transition kids into a school environment from a daycare environment. ***Manages Center Annual Revenue 1.3 million dollars.
- **Owner • Covenant Estates** ***Created Covenant Estates to serve the citizens of the city of Mobile. *** Oversees management and financial distribution
- **Owner • Covenant World Construction II** ***Created Covenant World Construction II to serve as a prime general contracting company in the state of Alabama and serves as the C.F.O***Managed over 3 million dollars of construction. ***Directs and oversees project managers and supervisors of Construction. ***Works directly with owners during conceptual phases of the projects.
- **Owner • Dunnaway Corporation*****Principle director of over 5 million dollars of assets and property management.

- **Owner • Spencer Ruggs Homebuilder** *** Created Spencer Ruggs Homebuilders to give families an affordable quality option. *** Has constructed over 4 million dollars of new construction projects.

Advisory Board

Harvey Hall

- **Sr. Resident Engineer/Administrative Contracting Officer***** Provide direction and leadership to staff engineers, facility project coordinators, and contracted staff ***Responsible for managing project budget and reconciling accounts***Serve as ACO to ensure all obligations and modifications are in compliance with the Federal Acquisition Regulations (FAR) ***Advise on technical matters as a subject matter expert
Oversee activities during facility planning, design, acquisition, and construction phasesEnsure operation and maintenance considerations are well-thought-out during project planning ***Work with staff to ensure understanding of position descriptions and how performance standards apply to the position ***Delegate workload to ensure manpower and resources are optimized***Aids in producing standards, templates, and best practices for the Office of Real Property
- **General Engineer** *** Performs negotiations with the Contracting Officer*** Identify and mitigate project slippage and coordinate phasing portion of the project.***Document partial and completed work accomplished and note inconsistencies, code violations, improper materials or techniques.***Compile estimates on number of man-hours and materials needed to correct workmanship deficiencies prior to final certification of work.***Maintain inventory of materials, supplies, and equipment and monitor the quantity of materials used in general administration and conduct of office operations.***Prepare statements of work, cost estimates, specifications, applications, and engineering justifications for engineering projects***Participation in initial engineering studies, site investigations, and developing initial plans for improvements***Presented to the Hospital Executive and Engineering Supervisory Staff suggestions on labor-saving devices and materials
- **Official Contracting Officer Technical Representative*****SPD Loading Dock (Minor Construction; \$6.8M) ***Renovate 11 West (Design/Build; Est. Construction-\$3.1M)***Arjo Lift Installation*** Site Prep for ASU Fluoroscopy(Design/Build-\$1.2M)***UD, Renovate 1st Floor Business Center (\$700K)***Building Façade Restoration (Design- \$840K; Est. Construction-\$8.5M)***Medical Gas Alarm Project (Design-\$55K; Est. Construction-\$400K)***Installation of Washer Disinfectors (SPD) (Design-\$85K; Est. Construction-\$600K)

Brenda Hartzog

- **Education Consultant** ***Conducted research on private/charter schools***Provide guidance/best practices for establishing a charter school ***Communicate regularly with director, leadership team, faculty & staff, established committees, etc.***Provide professional development for K-3 & Pre-K faculty & staff***Provide status report when necessary***Participate in Zoom conference calls with Leadership Team and various educational representatives***Research instructional/climate materials for implementation***Analyze all data and information gained from research***Serve as an advisor for director, established committees, and necessary staff members***Create budget proposals and enrollment projections

- **Principal*****Responsible for all aspects of a college preparatory magnet school: Budget, Governance, Administration, Curriculum, Parent/guardian-Community Engagement, etc.***Supervised, evaluated, and supported 60 employees (two assistant principals)***Worked collaboratively with Board members and central office personnel as an advocate for the school ***Established a caring, trusting, professional environment for students and employees***Provided professional development on curriculum, safety, instructional matters, etc.***Recruited and hired qualified high-quality teachers & staff members***Monitored curriculum implementation and provided support ***Created a collection of bell schedules to minimize interference with instructional time***Supervised administration of state and national assessments***Reviewed, disaggregated data, and set measurable goals***Drafted master schedule for assistant principal to create in STI portal***Problem solver***Recruited and enrolled students living in Mobile County*** Created positive student-principal relationship ***An advocate for all students*** Involved with special meetings: 504, SPED, PBIS, PST
- **Accomplishments*****2001 & 2004 Mobile County PTSA Principal of the Year*** 2004 Council for Leaders in Alabama Schools Banner School Award ***Voted #1 in the state of Alabama***Various other awards in the name of Phillips Preparatory Middle School***Ranked # 1 and in the top five of "Best Schools" in Alabama several times***National Blue Ribbon of Excellence (2011)***Ranked # 42 in the nation***National Board of Principals Participant (1,200 applied in the nation, 600 selected, and 110 completed the program)***International Baccalaureate Middle School (First one in Mobile County and the third one in the state of Alabama.)

Jataun-Dudley Lewis

- **Administrator***** School Safety Trainer – ALICE school training {staff, student and stakeholder training}, Alabama State Safety Training and trainer, plan, organize and created safety training video and PowerPoint***Maintain accuracy of Fixed Assets Inventory (includes Destiny usage and issuing of Tech to staff and student body)***Technology Leader and Support (TST)***Schoology Trainer and logistics expert***Power Schools (initial) and Google Classroom trained ***Textbook Coordinator***Professional Development Leader***Conduct Virtual and Face to Face meetings and trainings (faculty, staff, students, parents/guardians, other stakeholders)***Search, interview and recommend individual for hire (faculty and staff)***Supervising, evaluating and supporting faculty and staff***Problem solver*** Data analysis and decision making
- **Administrator***** Instructional Leader***\$250,000 21st Century Grant writer and Program Supervisor, budget planning, completed contracted services (chief, barber, fitness instructor for 21st Century Grant Program), ***Textbook Coordinator ***Middle School Teaming***ARI Trained ***504 Coordinator*** SPED LEA, *** ARI Trained*** Increased student scoring in cleared status on state assessments***

Dr. LaShondra V. Robinson

- **Summary** *** Over 26 Years Post-secondary Education Teaching Composition, Developmental English, Technical & Business Writing, Literature; ***Student Advising and Orientation 101 Instruction; ***15 Years Experience Online Course Development and Instruction; ***Professional Editing (dissertations, grant proposals, nonfiction, fiction); Graphic Design Experience; ***Professional Development Presenter
- **English Instructor***** Duties: 5 to 7 Course Load per semester, varying combinations of Composition I & II, Technical English, English Lit I & II, American Lit I & II, Developmental English.

***Additional: Orientation Instructor, ***Humanities Student Worker Supervisor (2001-Current), *** Humanities Supplies Requisitioner (2007-Current), ***Online Course Developer & Instructor, ***Student Faculty Advisor, ***Frequent Professional Development Presenter, ***Student Recruitment and Retention Committee, *** Previous Speech 106 & 107 Instructor; ***Upward Bound Trio Instructor

With the combined experiences of our team, there are multiple members with overlapping expertise in school leadership, administration, governance, curriculum, instruction, assessment, performance management, parent/guardian and community engagement.

There are only two members on the leadership team who do not live in Mobile County. Everyone else is involved in some type of community activities. Of course, with the pandemic, many volunteer opportunities were canceled and some organizations are now starting to operate again. So, some of the members are involved in surrounding community organizations.

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

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

Background

1. Provide your full legal name: _____

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

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

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

☐ Does not apply to me.

☐ Yes (Explain) _____

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

☐ Does not apply to me.

☐ Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

- ☐ Is doing or plans to do business with the School (whether as an individual or as a director, officer, employee or agent of any entity).
- ☐ Any entity in which one of the above-identified individuals has an interest is doing business or plans to do business with the School.

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

- ☐ I/we do not know of any such persons.
- ☐ Yes

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

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

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

- ☐ None
- ☐ Yes. If Yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

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

- ☐ I/we do not know of any such persons.
- ☐ Yes

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

- ☐ I/we have no such interest.
☐ Yes

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

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

Other

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

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

Signature

Date

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

Attachment 4: Educational Program Terms and Design Elements

School Name:	Covenant Academy of Mobile
Mission:	Covenant Academy of Mobile's mission is to create and maintain a positive learning environment that promotes relevant and engaging learning, inspires students to be ambassadors of good character, empowers students to develop skill sets and a passion for lifelong learning. By maintaining this environment, we provide opportunities for our students to be productive and caring contributors in a changing world.
Vision:	Our vision is to empower all students to take ownership of their learning, so they are prepared for success as leaders in a globalized world.
Goals:	<ul style="list-style-type: none"> • Create and maintain a positive learning environment that promotes relevant and engaging learning. • Provide an innovative, engaging, and rigorous program that empowers students to develop skill sets and a passion for lifelong learning. • Offer multiple pathways to accommodate students' interests and career paths so they are prepared to be productive citizens in a global world. • Provide an innovative program that will prepare all students to meet the demands of 21st Century essential skills. We believe a STEAM (Science, Technology, Engineering, Arts, Math) education provides students some of the crucial skills necessary to be innovative "emerging leaders" in a global society.
Objectives:	<ul style="list-style-type: none"> • Implement a character education program (F.L.I.P.S) that encourages a school community to feel a sense of belonging and be respectful of cultural differences. It is important for everyone to connect students' cultures, languages, and life experiences with their own to enhance their learning and gain a respect for those they interact with daily. • Create opportunities for "hands on", engaging activities that promote academic student success not just in school, but in the future as well. • Encourage the entire school community to model being organized and structured in a way to enhance and promote efficiency and productivity on all levels in the school community. • Provide "Literacy Rich" classrooms that support speaking, listening, reading, and writing in a variety of ways using print or digital media. • Prepare a diverse student population to be confident leaders in a global society.
Education Program Term #1: Positive Learning Environment:	<p>Character Education: Positive Action</p> <p>F.L.I.P.S. (Faith, Love, Integrity, Positive Attitude, Self-Respect) is the character education model we created and will implement in our program. These are "core values" that we believe are essential in developing a culture that promotes equity in our school environment. These core values are needed in our society and hopefully, our school will be the "shining light" as an example of how students, parents/guardians, and the school community, regardless of race, ethnicity, culture, socioeconomic status, gender, religion can live and work together peacefully.</p> <p>Our goal is to teach and model these "core values" everyday so all students clearly understand what good character traits are and how they are used to help us "make good choices" in life.</p>

	<p>We want our students to have:</p> <p>F---FAITH: Confidence in themselves will open the door to so many opportunities that will allow them to accomplish more than they ever imagined.</p> <p>L---LOVE: With positive emotions, students will be motivated to show love instead of anger to everyone they meet and develop a love for learning.</p> <p>I---INTEGRITY: We want integrity to become a natural behavior for our students.</p> <p>P---POSITIVE ATTITUDE: Without a positive attitude, our students will find themselves being stressed and less productive. We want our students to be “positive thinkers” and recognize opportunities that can change their lives in a positive manner.</p> <p>S---SELF-RESPECT: Self-respect is synonymous with respect for others. If everyone displays this behavior, our school environment will be one of honor and dignity.</p> <p>We believe the character education program (Positive Action) will help us to create the culture we desire.</p>
Education Program Term #2: Literacy Rich Environment	<p>Covenant Academy of Mobile’s goal is to provide a “Literacy Rich” environment that considers the diverse needs and skills of all students. A “Literacy Rich” environment increases reading/comprehension skills and enhances students’ experiences by providing sources of fiction/nonfiction books, eBooks, etc. that are accessible to all students. Many students are not reading, and they need that reading foundation, tailored towards their interest & reading knowledge.</p> <p>Our goal is to make a conscious effort to exceed the expectations of the Alabama Literacy Act and incorporate the Common Core standards as well which include “Literacy Rich” classrooms that support speaking, listening, reading, and writing in a variety of ways using print or digital media. These classrooms are not just for English Language Arts (ELA), but all subjects. Reading and writing across all content areas will enhance students’ skills and emphasize to the students that the skills are necessary in all subjects.</p> <p>We want our teachers to create an environment that is both functional and authentic by developing relationships with the students and knowing their interests and everyday routines.</p> <p>We want to see our students progress with an enormous wealth of knowledge. These students may not have an opportunity to physically travel and see the world, but they can travel within their mind and have an idea of what it would be like if they were there. That is why our goal is to ensure the literacy rich classroom provides:</p>

	<ul style="list-style-type: none"> • “a sense of belonging” so students are comfortable interacting with each other which enhances communication skills. The furniture should be arranged so that it supports small group experiences, allowing children to converse and collaborate • opportunities for students to develop a positive attitude for reading nonfiction/fiction material • interesting books the students want to read and can read • materials that are culturally based and in different languages • opportunities for children to speak their home language • socio-dramatic play areas where children are encouraged to take on different roles within the experience • opportunities to model book reading to individuals, small groups and large groups • experiences that support writing and drawing through dramatic play, science technology, engineering, arts and technology (STEAM) experiences • environmental print that is functional, authentic, and informative • environmental print in a variety of relevant community languages.
Education Program Term #3: S.T.E.A.M. Curriculum	<p>S.T.E.A.M. (SCIENCE, TECHNOLOGY, ENGINEERING, ARTS, MATH)</p> <p>STEAM Education is an approach to learning that encourages students to take risks, be engaged in their learning, be problem-solvers, embrace collaboration, and work through the creative process. This approach is totally different from the traditional classroom environment, but it is an approach that is needed for our future innovators, educators, learners, and global leaders of the 21st century.</p> <p>It's an approach to teaching and learning in which STEM education principles are taught and the arts as well. It is the intentional weaving of academic study (science, technology, engineering, math) with arts disciplines such as visual art, dance, music, and theater," says national arts integration leader Susan Riley of EducationCloset.com.</p> <p>Arts integration establishes a hands-on creative learning environment, engaging students with the content on multiple levels and better develop problem solving skills. It's an approach to teaching science, technology, engineering, and math and backed by real-world evidence that it increased test scores in stem subjects. Performing and visual arts will be offered through our Connections classes where students will have various opportunities to express their creativity and be engaged in the learning process.</p> <p>According to the National Education Association, there are four primary skill areas necessary for success in the 21st century: critical thinking & problem solving, communication, collaboration and creativity and innovation. STEAM focuses on the primary skills and integrates five disciplines in an inclusive environment that encourages all students to participate, collaborate and problem solve.</p> <p>After researching various STEAM related programs, we have chosen “KnowAtom” as our curriculum because it meets the Next Generation Science Standards, and it supports our vision and mission. We believe this program will provide opportunities for our students to excel in science, technology, engineering, arts, and math.</p>

	<p>“KnowAtom successfully turns theory into everyday practice for schools across the country. By designing grade specific curriculum for the Next Generation Science Standards and expanding opportunities for immersive professional development and district level partnership, KnowAtom gives teachers the information and resources they need to invite student thinking and inquiry-based science practices into their classrooms every day.</p>
<p>Education Program Term #4: Multiple Pathways/Mini Academies</p>	<p>B.L.A.I.R.E. Academy is one of the “mini” academies that will be established to identify the special pathways our students select. We do not want to focus on just one academy because with a diverse student population, we want all students to have options with their career path, whether it is the traditional, college-prep, vocational, or business path, they will have an opportunity to select.</p> <p>Research shows that students in high-quality college and career pathways experienced a range of positive outcomes compared to peers in traditional high school programs. They were better prepared to succeed in college, career, and life; earned more credits in high school; were less likely to drop out and more likely to graduate on time; had greater confidence in their life and career skills; and reported experiencing more rigorous, integrated, and relevant instruction. Students who had low achievement scores in earlier grades made significantly better academic progress when they participated in pathways in high school. Lastly, the 4-year college-going rate for African Americans in these pathways was 12 percentage points higher than peers not participating in pathways.</p> <p>Based on a review of existing research, the multiple pathways approach appears to offer promise in helping students prepare for a wide range of postsecondary and career opportunities. According to studies that have been completed in California and nationwide, pathways using this approach have shown positive effects on student achievement, educational attainment, and employment and earnings outcomes.</p>
<p>Education Program Term #5: “Service Learning”</p>	<p>Service-learning is a teaching and learning strategy that connects academic curriculum to community problem-solving. We want our students to make the connections between academics and “real-life” experiences and to support this experience, students in grades 6-8, will be required to complete a minimum of 10 hours of service learning per year. Students in grades 9-12 will be required to complete a minimum of 20 service hours per year. This will give students opportunities to: build relationships with the communities, learn to serve others, enhance their decision-making skills, and understand what it means to be a responsible citizen. Students will collaborate with the supervising teacher to determine the tasks to be completed. Service learning can occur on/off campus.</p>
<p>Geographic Area Served:</p>	<p>The school is in West Mobile County.</p>
<p>Location:</p>	<p>4568 Halls Mill Road Mobile, AL 36693</p>
<p>Grades Served 2023-2024:</p>	<p>Kindergarten-5th grade</p>
<p>Grades Served at Capacity:</p>	<p>Kindergarten through 12th</p>
<p>Projected Enrollment 2023-2024:</p>	<p>270</p>

Projected Enrollment at Capacity:	2030-31 (K-12 th) 952 Students
Educational Service Provider:	N/A

Attachment 5: Conflict of Interest Policy

Covenant Academy of Mobile

Conflict of Interest Policy

And Code of Ethics

Article I

Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt organization's (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations. All members of the governing board shall be subject to Alabama State Ethics Laws.

Article II

Definitions

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.

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 the Organization has a transaction or arrangement,
- b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

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

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III Procedures

1. Duty to Disclose

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

2. Determining Whether a Conflict of Interest Exists

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

3. Procedures for Addressing the 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 the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- 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 the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. 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.
- b. 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 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.

b. 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.

Article V **Compensation**

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI **Annual Statements**

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

- a.** Has received a copy of the conflicts of interest policy,
- b.** Has read and understands the policy,
- d.** Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- c.** Has agreed to comply with the policy, and
- d.** Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII **Periodic Reviews**

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

- a.** Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b.** Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in 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, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

Statement of Board Member

I _____ hereby certify that I have read and understand the organization's *Conflict of Interest Policy and Code of Ethics for Members of the Board of Directors*. To the best of my knowledge and belief, I do not have any interest which would constitute a conflict of interest hereunder, nor will I knowingly take any action which would constitute or appear to constitute a conflict of interest except upon matters which I have disclosed and for which I have received clearance from the Board to proceed.

Attachment 6: Education Service Provider (ESP) Contract Guidelines

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

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

Attachment 7: Physical Plant

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

Site Plans. (See Attachment Uploaded to Charter.tools)

Floor Plans. (See Attachment Uploaded to Charter.tools)

**Charter School
Physical Plant Description**

1. The address and a description of the site and physical plant (the "Site") of Covenant Academy of Mobile (the "School") is as follows:

Address: 4568 Halls Mill Road Mobile, AL 36693

Description: (See Attachments Uploaded to Charter.tools)

Configuration of Grade Levels: K-5 (2023-24); additional grade level added yearly until K-12

Term of Use: Term of Contract

2. The following information about this site is provided as attachments 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 contract between the School and the Commission must be amended pursuant to the Terms and Conditions of Contract, to designate, describe, and agree upon the School's physical plant. The School must submit to the Commission or its designee complete information about the new site or facilities. This information includes that described in paragraphs 1, 2, and 3 of this Attachment. The School shall not conduct classes as a public charter school in this state until it has submitted all the information described above to the satisfaction of the Commission by way of a request to amend this Contract and the amendment regarding the new site has been executed by the Commission or its designee.
5. The School agrees to comply with the single site restrictions contained in this Attachment for the configuration of grade levels identified at the site, except as may be permitted with the express permission of the Commission or its designee. Any changes in the configuration of grade levels at

the site requires an amendment to this Attachment pursuant to the Terms and Conditions of the Contract set forth above.

Attachment 8: Statement of Assurances

STATEMENT OF ASSURANCES

This Statement of Assurances must be signed by a duly authorized representative of the charter school 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: Covenant Academy of Mobile 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 except with nonprofit organizations.
- 8. To the extent it enters into contracts with other entities regarding real property, the School shall include provisions regarding the disposition of the property if the charter school fails to open as planned or closes, or if the charter contract is revoked or not renewed.
- 9. To the extent it issues secured and unsecured debt, including pledging, assigning, or encumbering its assets to be used as collateral for loans or extensions of credit to manage cash flow, improve operations, or finance the acquisition of real property or equipment, the School shall not pledge, assign, or encumber any public funds received or to be received.
- 10. The School shall ensure that no debt incurred by the School is a general, special, or moral obligation of the state or any other political subdivision or agency of the state.
- 11. The School shall not pledge either the full faith and credit or the taxing power of the state or any political subdivision or agency of the state for the payment of the debt.
- 12. To the extent it solicits, accepts, and administers for the benefit of the charter school and its students, gifts, grants, and donations from individuals or public or private entities, the School shall not solicit, accept, and administer any such gifts, grants or donations from sectarian or religious organizations and shall not accept any gifts or donations the conditions of which violate state laws.
- 13. The School shall issue diplomas to students who meet state high school graduation requirements established by the Department even though the charter school governing board may establish additional graduation requirements.
- 14. The School shall not levy taxes or issue tax-backed bonds and shall not acquire or attempt to acquire property by eminent domain.
- 15. The School shall operate according to the terms of its charter contract and the Act.

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

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

42. The School understands that the Commission will not reimburse the School for any costs incurred in the preparation of this application. All applications and associated materials become the property of the Commission, and the School claims no proprietary right to the ideas, writings, items, or samples, unless so stated in the application.
43. The School agrees that submission of the application constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, the School has described those exceptions in detail on a page attached to this document. The School understands that the Commission is not bound by any of the changes that the School has proposed to the sample contract and that if its application is approved the specific terms and provisions of the contract will be negotiated.
44. The School grants the Commission, or its representatives, the right to contact references and others who may have pertinent information regarding the ability of the School, its Governing Board members, proposed management, and lead staff to perform the services contemplated by the application.
45. The School grants the Commission, or its representatives, 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 is submitting proposed Contract exceptions or changes: ☒ Yes ☐ No
If Contract exceptions are being submitted, the School has attached them to this form.
- Section 12.1 Insurance "The School will maintain fidelity bonds on all School administrators."**
47. All of the information submitted in the Application is true, correct, complete, and in compliance with Alabama laws.
48. All of the information contained in the Application reflects the work of the applicant; no portion of the application was plagiarized.

Covenant Academy of Mobile

NAME OF SCHOOL

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

DATE

NAME OF DULY AUTHORIZED REPRESENTATIVE

Attachment 11: Request for Proposals for Service Providers

N/A

Attachment 12: Public Charter School Application

See Attachment Uploaded to Charter.tools