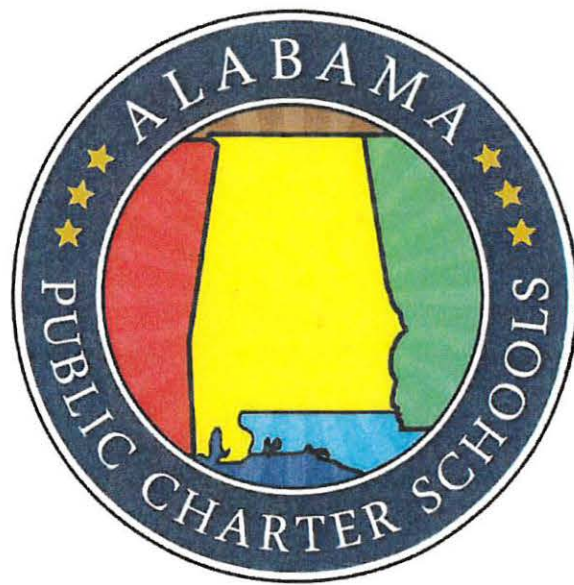


# **ALABAMA PUBLIC CHARTER SCHOOL COMMISSION**



## **PUBLIC CHARTER SCHOOL CHARTER CONTRACT**

**APRIL 2016**

## **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 Charter 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 Charter 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 Charter Contract for start-up public charter schools in Alabama. By combining content from these entities, the Commission was able to tailor this Charter Contract to meet the needs of the Commission pursuant to Act 2015-3.

# PUBLIC CHARTER CONTRACT

## INSTRUCTIONS

### NOTE

This Charter 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                              | 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 Charter Contract, Termination, and Dissolution |
| • Article VI: Enrollment                            | • Article XVI: Miscellaneous Provisions                                |
| • Article VII: Tuition and Fees                     | • Article XVII: Notice   |
| • Article VIII: Educational Program/Academic        |  |

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

**PUBLIC CHARTER  
SCHOOL CHARTER  
CONTRACT**

**CHARTER SCHOOL CHARTER CONTRACT**  
**FOR THE OPERATION OF THE ACCELERATION DAY AND EVENING ACADEMY**

**PARTIES:**

**Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION**

**Applicant: MAEF Public Charter Schools, Inc., Employer Identification Number: 81-4451622**

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## **PARTIES**

This Charter Contract is executed on this 18<sup>th</sup> day of November 2016 by and between the Alabama Public Charter School Commission ("Commission") and MAEF PUBLIC CHARTER SCHOOLS, INC., an Alabama Nonprofit Corporation, ("MPCS"), for the operation of the Acceleration Day and Evening Academy ("School or Accel").

## **ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT**

### **Section 1.1 Purpose**

This Charter Contract outlines the roles, powers, responsibilities, and performance expectations for the Governing Board's establishment and operation of the Acceleration Day and Evening Academy, a public charter school. The Governing Board must comply with all of the terms and provisions of this Charter Contract and all applicable rules, regulations, and laws.

### **Section 1.2 Term of Charter Contract**

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

### **Section 1.3 Pre-Opening Conditions**

The School shall meet all of the Pre-Opening Conditions identified in Attachment 1: Pre-Opening Process and Conditions by the dates specified. Satisfaction of all Pre-Opening Conditions is a condition precedent to the formation of the Charter Contract. Upon written request of the Governing Board, the Commission may waive or modify the conditions contained in the Pre-Opening Conditions or may grant the School an additional planning year upon good cause shown.

## ARTICLE II: DEFINITIONS

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

**ACT.** The *Alabama School Choice and Student Opportunity Act* as 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 Charter Contracts.

**CHARTER CONTRACT.** A fixed-term renewable Charter 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 Charter Contract.

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

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

**EDUCATION SERVICE PROVIDER.** An entity with which a public charter school intends to contract with for educational design, implementation, or comprehensive management. This relationship shall be articulated in the Application.

**FISCAL YEAR.** October 1 through September 30.

**GOVERNING BOARD.** The independent board of MPCS that is party to the Charter Contract with the Authorizer. The 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

#### About the Applicant:

In August of 2017, MAEF Public Charter Schools Inc., a subsidiary of the Mobile Area Education Foundation, proposes to open the Acceleration (Accel) Day and Evening Academy to serve overage/undercredited high school students in grades 9-12 in Mobile County and the surrounding areas. For over 25 years, the Mobile Area Education Foundation (hereafter "MAEF") has supported public schools, investing over \$25 million in efforts to support public schools in the Mobile Area. MAEF will continue these efforts to ensure a vibrant public education ecosystem in the greater Mobile area through Accel.

#### Accel's Vision, Mission, and Values:

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

Accel's students and staff will be guided by five core values: **achievement, collaboration, care, empowerment, and life-long learning.**

- **Achievement** underscores the belief that we can reach our goals through focus and hard work.
- **Collaboration** reminds us that we can be our best and achieve the most when we work well with others.
- **Care** emphasizes that we must show appreciation and concern for our community and fellow-man.
- **Empowerment** means that we must take the initiative to give voice and power to our interests in a responsible way.
- **Lifelong-Learning** encourages students to seek "learning" in and out of school for the rest of their lives.

#### Educational Need and Anticipated Population:

In the greater Mobile area, 675 students from the Class of 2015 either dropped out of school, or were not on track for graduation. This data suggest that some 1,000 high school students are either not on-track to graduation or have already dropped out of Mobile's schools. What's more, the majority of high school graduates are not graduating college and career ready. Only 15% of high school graduates in the Mobile area are able to perform proficiently on all four parts of the ACT, a national college entrance exam. According to the 2015 WorkKeys data for Mobile County Public Schools (hereafter "MCPSS"), only 40% of students graduated Career Ready. (WorkKeys is an ACT test that measures career readiness and is used by the State of Alabama to determine the career readiness of graduating seniors.) Currently, only the Evening Educational Options Program (operated in partnership between MAEF and MCPSS) is designed to serve overaged/undercredited youth, but this school can only serve 100 MCPSS students annually compared to

the estimated 1,000 students across the area (including all Mobile and Baldwin County school districts) each year who need such an option. Accel is designed to expand the number of overaged/undercredited students who can be served in the Mobile area and to deepen the quality of the learning for these students to ensure they not only graduate, but graduate college and career ready.

#### **Education Plan/School Design:**

Accel will deliver a student-centered education and instructional model through a four part instructional design.

- **Part 1: Success Seminars:** Courses designed to accelerate learning for students who are not able to read on an 8<sup>th</sup> grade level or master pre-algebra concepts, as measured by a school-developed entry-level assessment of math and literacy.
- **Part 2: Blended Learning Lab:** Accel will use teacher-assisted, online learning, also known as blended learning. Students will take the majority of their coursework using the Apex Learning computer-based learning platform. This technology program provides students with an opportunity to progress rapidly academically through online learning. Unlike a traditional classroom where the student/teacher ratio can range anywhere from 25 to 1, Apex Learning offers a 1 to 1 student/teacher ratio or ratios that are substantially less than the average class size when delivering group instruction (i.e. 8:1). This personalized environment facilitates immediate teacher feedback, customization, and differentiation of teaching.
- **Part 3: Learning Studios:** To deepen students' learning and ensure that they can truly "think" on the content, as well as see the real-world connection to what they are learning, students in each core course will engage in a competency-based group project that integrates the key learning of the course and is designed to emphasize the essential skills for the ACT. These real-world projects will require students to apply the content learned through Apex Learning, reflect upon their areas of strength, and address their areas of weakness.
- **Part 4: College and Career Coursework:** Students will be truly prepared for college and careers in the Mobile area by taking academic and technical dual enrollment coursework at Bishop State Community College as well as participate in industry approved apprenticeship programs.

#### **Community Engagement:**

MAEF has a strong track record of connecting the community to schools. During the 2015-2016 school year, it supported over 1,200 school/community partnerships. As a school/community connector, MAEF and its subsidiary MPCS have approached the formation of Accel in a similarly collaborative manner. The leadership team has already met with national experts in the education field, local business leaders, community college leaders, school district leaders, municipal leaders, and community advocates to garner feedback and support for Accel. These efforts have resulted in a school model that is both inline with national best practices and the needs of the local community. After successful approval, the leadership team of Accel will continue to focus on community engagement and partnerships.

#### **Leadership and Governance:**

MAEF's applicant team for Accel boasts nearly a century of combined years of experience in public education. The staff team is comprised of Mrs. Carolyn Akers, the founding Chief Executive Officer of

MAEF with over 25 years at the helm of MAEF; Dr. Jeremiah Newell, Chief Operating Officer of MAEF and the founding developer and director of the Evening Educational Options Program, upon which Accel is based; and Dr. Harold Dodge, the former Superintendent of MPCSS. Founding MPCSS board members Rob McGinley, Henry O'Connor, and Mark Spivey further support this staff team. Finally, it is augmented with the support of Marietta Urquhart, an experienced corporate realtor for White-Spinner Realty. (Full resumes are attached)

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

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

Description of Target Enrollment: Accel will serve high school students in grades 9-12 in Mobile/ Baldwin Counties and will open in the fall of 2017 with 300 students. Accel will target high school students who are behind academically, have dropped out all together, or are disengaged from the typical high school environment.



## **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 Charter Contract so long as such provisions are in accordance with state, federal, and local law. The Governing Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School, the fulfillment of the Charter Contract, and approval of the School's budgets.

The Governing Board shall be responsible for policy and operational decisions of the School, and, consistent with the terms of this Charter 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 Charter 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 Charter Contract, the performance framework and fidelity to the program and policies described and submitted in the Application. This includes the exercise of continuing oversight over the School's operations. No member of a Governing Board shall have a financial relationship to an education service provider or the staff of the Commission.

### **Section 4.2 Governance Documents**

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

### **Section 4.3 Non-Profit Status**

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

### **Section 4.4 Organizational Structure and Plan**

The School shall implement and follow the organizational plan described in the Application.

### **Section 4.5 Composition**

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

### **Section 4.6 Change in Status or Governance Documents**

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

#### **Section 4.7 Conflicts of Interest**

All members of the 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 Charter Contract is fully executed, the Governing Board shall be subject to and comply with the Alabama Open Meetings Act and public records laws.

## **ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS**

### **Section 5.1 General Compliance**

The School and the Governing Board shall operate at all times in accordance with all applicable laws, the Charter Contract, and the Commission 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 Charter Contract.

### **Section 5.5 Ethics**

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

### **Section 5.6 Record Keeping**

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

### **Section 5.7 Non-Discrimination**

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

**Section 5.8 Inventories**

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

If the Charter Contract is revoked, terminated, non-renewed or surrendered, or the School otherwise ceases to operate, capital assets shall be deemed to be public assets if at least 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.

**Section 5.11 Staff Qualifications**

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

**Section 5.12 Contracting for Services**

Nothing in this Charter Contract shall be interpreted to prevent the School from entering into contracts or other agreements with a school district, educational service district, or other public or private entity for the provision of real property, equipment, goods, supplies, and services, related to the operation of the School consistent with the law and the terms of this Charter 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 Charter 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 Charter Contract.
- b. The terms of such transaction (considering all the facts and circumstances) are no less favorable to the School than those that could be obtained at the time from a person that is not such an affiliate, member, employee, or an individual related thereto.
- c. The involved individual recuses him or herself from all Governing Board discussions and does not vote on or decide any matters related to such transaction.
- 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 Charter Contract as "Attachment 10" Enrollment Policy."

### Section 6.2 Maximum Enrollment

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

### Section 6.3 Annual Enrollment Review

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

### Section 6.4 Enrollment Plan

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

Grade Level	Number of Students					At Capacity 20-____
	Year 1 2017	Year 2 2018	Year 3 2019	Year 4 2020	Year 5 2021	
Pre-K						
K						
1						
2						
3						
4						
5						
6						
7						
8						
9	50	50	50	60	80	
10	90	90	90	90	90	
11	90	90	90	90	90	
12	70	90	90	90	90	
	300	320	320	330	350	

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

**Section 6.5 Student Records**

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

**Section 6.5 Student Information System**

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

## **ARTICLE VII: TUITION OR FEES**

### **Section 7.1 Tuition or School Fees**

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

Anticipated fees are detailed in the following list:

The Governing Board has not authorized any fees to be charged to students attending Accel. However, no student or family will be denied admission to the School for failure to pay any fees that may be established in the future by the Governing Board.



## ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY

### Section 8.1 Educational Program Terms and Design Elements

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

### Section 8.2 Assessments

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

### Section 8.3 English Learners

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

### Section 8.4 Students with Disabilities

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

## ARTICLE IX: FINANCIAL ACCOUNTABILITY

### Section 9.1 Legal and Accounting Compliance

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

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

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

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

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

### Section 9.2 Budget

The Commission may require the School to revise start-up and five-year budgets included in the charter school application.

### Section 9.3 Annual Budget Statement

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

### Section 9.4 School Funds

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

Section 9.5 Operational Funding

Funding for the School shall be provided as set forth in ALA.Code 16-6F-10 (1975).

## 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 1, 2017. 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 will be amended to contain 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 Charter 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 Charter 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 Charter Contract.

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

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

### **Section 11.3 Background Checks**

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

### **Section 11.4 Immigration**

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

## **ARTICLE XII: INSURANCE AND LEGAL LIABILITIES**

### **Section 12.1 Insurance**

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

### **Section 12.2 Limitation of Liabilities**

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

### **Section 12.3 Faith and/or Credit Contracts with Third Parties**

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

## ARTICLE XIII: OVERSIGHT AND ACCOUNTABILITY

### Section 13.1 School Performance Framework

The School may propose a Performance Framework, which upon approval by the Commission, 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. The performance framework must disaggregate all student performance data by major student subgroups (including gender, race, poverty status, special education status, English learner status, and gifted status). Any and all material amendments to the Performance Framework shall require approval by the Commission.

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 Charter Contract. It will oversee the School's performance under this Charter 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 Charter 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 Charter 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 Charter 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.

### **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 CHARTER CONTRACT, TERMINATION, AND DISSOLUTION**

### **Section 15.1 Breach by the School**

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

### **Section 15.2 Termination by the Commission**

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

- a. A material and substantial violation of any of the terms, conditions, standards, or procedures set forth in the Charter Contract.
- b. Failure to meet generally accepted standards of fiscal management.
- c. Failure to provide the Commission with access to information and records.
- d. Substantial violation of any provision of applicable law.
- e. Failure to meet the goals, objectives, content standards, performance framework, applicable federal requirements, or other terms identified in the Charter 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 the 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 Charter Contract.
- b. Fails to meet the performance expectations set forth in the Charter Contract.
- c. Fails to meet generally accepted standards of fiscal management.
- d. Substantially violates any material provision of law from which the School was not exempted.
- e. Fails to meet the performance expectations set forth in the Charter Contract, or fails to attain the minimum state proficiency standard for public charter schools (minimum state standard) in each year of its operation and over the Charter Term, unless the School demonstrates and the Commission

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

#### **Section 15.4 Due Process for Termination or Non Renewal**

The Commission shall develop revocation and nonrenewal processes that do all of the following:

- a. Provide the charter holders with a timely notification of the prospect of revocation or nonrenewal and of the reasons for such possible closures.
- b. Allow the charter holders a reasonable amount of time in which to prepare a response.
- c. Provide the charter holders with an opportunity to submit documents and give testimony challenging the rationale for closure and in support of the continuation of the school at an orderly proceeding held for that purpose.
- d. Allow the charter holders access to representation by counsel and to call witnesses on their behalf.
- e. Permit the recordings of such proceedings.
- f. After a reasonable period for deliberation, require a final determination be made and conveyed in writing to the charter holders.

#### **Section 15.5 Termination by the School**

Should the School choose to terminate this Charter Contract before the end of the Charter 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 15.6 Dissolution**

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

#### **Section 15.7 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.

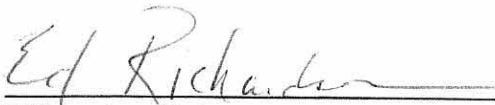
**ARTICLE XVII: NOTICE**

**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 Charter Contract on the dates set forth below.



Ed Richardson, Chair  
Alabama Public Charter School Commission

Date: 11-21-2016

MAEF PUBLIC CHARTER SCHOOLS, INC.:



Henry O'Connor  
Chair of the Governing Board

Date: Nov. 21, 2016

## **APPENDICES**

**Attachment 1: Pre-Opening Process and Conditions**

**Attachment 2: Governance Documents**

**Attachment 3: Governing Board Roster and Disclosures**

**Attachment 4: Educational Program Terms and Design Elements**

**Attachment 5: Conflict of Interest Policy**

**Attachment 6: Education Service Provider (ESP) Contract Guidelines**

**Attachment 7: Physical Plant**

**Attachment 8: Statement of Assurances**

**Attachment 9: Identification of Documentation Required for Annual Performance Report**

**Attachment 10: Enrollment Policy**

**Attachment 11: Request for Proposals**

**Attachment 12: Public Charter School Application**

### Attachment 1: Pre-Opening Process and Conditions

TASK	DUE DATE	STATUS/NOTES	COMPLETE
<b>School Facility/Physical Plant:</b>			
Provide the proposed location of the School; identify any repairs/renovations that need to be completed by school opening, the cost of these repairs, the source of funding for the repairs, and a timeline for completion.	04/01/2017	Evidence *located at ALSDE Charter Schools Office	
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.	06/01/2017		
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.	06/01/2017		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	07/01/2017		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	07/01/2017		
<b>School Operations:</b>			
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.	07/01/2017		
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.	07/01/2017		

<p>The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP).</p>	<p>07/01/2017</p>		
<p>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.</p>	<p>07/01/2017</p>		
<p>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.</p>	<p>07/01/2017</p>		
<p>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.</p>	<p>07/01/2017</p>		
<p>Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended.</p>	<p>07/01/2017</p>		
<p>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.</p>	<p>07/01/2017</p>		
<p>The required Safe School Plan consistent with the School mapping information system is on file with the Commission. For more information on a Safe School Plan, please visit: <a href="https://www.alsde.edu">https://www.alsde.edu</a>.</p>	<p>07/01/2017</p>		

<b>PRE-OPENING SITE VISIT:</b>  Prior to a School opening, Commission staff will conduct a site visit to verify that that School has completed or is on track to complete each pre-opening condition and confirm the School is ready to open.	08/01/2017		
State assessment schedule is on file with the Commission.	08/01/2017		
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.	08/01/2017		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	08/01/2017		
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).	08/01/2017		
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.	08/01/2017		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	08/01/2017		
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.	08/01/2017		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	08/01/2017		



<b>School Governance:</b>			
Charter School must submit annual Governing Board meeting schedule including date, time, and location to Commission and assure the Commission that the meetings are posted on School website.	08/01/2017		
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).	08/01/2017		
Resume of each Governing Board member is on file with the Commission.	08/01/2017		
Governing Board disclosure forms are complete and on file with the Commission.	08/01/2017		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	08/01/2017		
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.	08/01/2017		
<b>Budget:</b>			
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.	08/01/2017		
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.	08/01/2017		

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.	08/01/2017		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission.	08/01/2017		
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.	08/01/2017		
Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.	08/01/2017		

**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

Governance Documents can be found at:

[https://www.dropbox.com/s/pskwafxvahtl2im/SKMBT\\_C45216112116250.pdf?dl](https://www.dropbox.com/s/pskwafxvahtl2im/SKMBT_C45216112116250.pdf?dl)

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**Attachment 3: Governing Board Roster and Disclosures**

Governing Board Roster						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
President	Henry O'Connor	[REDACTED]	[REDACTED]	[REDACTED]	2016	2019
Secretary	Rob McGinley	[REDACTED] Mobile, Alabama 36602	[REDACTED]	[REDACTED]	2016	2019
Treasurer	Mark Spivey	[REDACTED]	[REDACTED]	[REDACTED]	2016	2019

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

Note: This a public document. It will be available at the School for inspection by other Governing Board members, the staff, or the community. Your duty to report and update this information is continuous throughout the Term of the Charter 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 MAEF Public Charter Schools, Inc. is true and correct in every respect.

---

Signature

Date

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



#### Attachment 4: Educational Program Terms and Design Elements

<b>School Name:</b>	The Acceleration Day and Evening Academy
<b>Mission:</b>	To connect to students' gifts and passions through personalized learning pathways that build students' social and emotional well-being, academic skills, and professional mindsets, so they are prepared for college and careers.
<b>Vision:</b>	To re-engage and inspire youth to unlock their academic potential and graduate high school as life-long learners, ready for college, careers, and civic life
<b>Objectives:</b>	To graduate at-risk high school youth ready for college and careers
<b>Goals:</b>	<ul style="list-style-type: none"> <li>• 75% of students earning 6 or more high school credits annually</li> <li>• 50% of students graduate on-time (within 4-years of entering any high school)</li> <li>• 80% of students graduate within six years of entering any high school</li> <li>• 75% of students graduate college and career ready</li> </ul>
<b>Education Program Term #1:</b>	Postsecondary Engagement: Students in the Accel phase will take at least one postsecondary course or apprenticeship before graduation
<b>Education Program Term #2:</b>	Social and Emotional Success: Students will participate in life skills curriculum, mentoring, and counseling to build their self-esteem and habits for success
<b>Education Program Term #3:</b>	Personalized Learning: Students will exercise choice in core content to develop real world projects and learning experiences that connect their personal passions and interests.
<b>Geographic Area Served:</b>	Mobile and Baldwin Counties
<b>Location:</b>	Mobile, Alabama
<b>Grades Served 2017-2018:</b>	9-12
<b>Grades Served at Capacity:</b>	9-12
<b>Projected Enrollment 2016-2017:</b>	300
<b>Projected Enrollment at Capacity:</b>	350
<b>Educational Service Provider:</b>	N/A

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

**Attachment 5: Conflict of Interest Policy**  
**MOBILE AREA EDUCATION FOUNDATION**  
**an Alabama nonprofit corporation**

**Conflict of Interest Policy**

**Article I**  
**Purpose**

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

**Article II**  
**Definitions**

**A. Interested Person**

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

**B. Financial Interest**

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

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

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

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

**Article III**  
**Procedures**

**A. Duty to Disclose**

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

**B. Determining Whether a Conflict of Interest Exists**

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

**C. Procedures for Addressing the Conflict of Interest**

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

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

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

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

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

**D. Violations of the Conflicts of Interest Policy**

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

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

**Article IV**  
**Records of Proceedings**

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

1. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

2. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

**Article V**  
**Compensation**

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

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

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

**Article VI**  
**Annual Statements**

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

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

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

#### **Article VII** **Reviews**

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

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

#### **Article VIII** **Use of Outside Experts**

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

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

## **Attachment 6: Education Service Provider (ESP) Contract Guidelines**

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

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

## **Attachment 7: Physical Plant**

Pursuant to applicable law and the Terms and Conditions of this Charter Contract, the School is authorized to operate at the physical facility or facilities outlined in this schedule. The School shall not occupy or use any facility with students for academic instruction until approved by the Commission and facility has been approved for occupancy by the appropriate state, county, and city departments.

### Physical Plan Description

The Governing Board is considering a number of options for potential school sites. It is partnering with White-Spunner Realty to identify viable locations for the Accel charter school. It is also collaborating with Holmes Architects to prepare renovation plans and cost estimates for the facility.

As described in the educational design, Accel will serve approximately 150 students in the day and 150 students in the evening. Thus, at any given time, 150 students will need to be accommodated in the space during the first year.

To meet its educational mission, Accel will need the following minimum facilities requirements:

- Three computer labs of 50 computers a piece to be used continually during the day and evening.
- Four to six classrooms to support success seminars, learning studios, or onsite dual enrollment courses.
- A cafeteria/common area that seats 50 to 100 people
- An onsite food warming space to serve 50-100 meals at any time.
- Office space for 10 staff members (cubicles could be employed)
- One large multipurpose room (used for board meetings/faculty meetings) and two small conference rooms

Approximately 15,000 square feet (100 square feet per student Year 1 to 75 square feet per student Year 5).

When a location is determined, the Governing Board will work with the Commission to ensure the facility meets the requirements to serve as an Alabama Public Charter School.



**Charter School  
Physical Plant Description**

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

Address: To Be Determined (TBD)

Description:

Configuration of Grade Levels: 9-12

Term of Use: Term of Charter Contract (TBD)

2. The following information about this site is provided on the following pages, or must be provided to the satisfaction of the Commission or its designee, before the School may operate as a public school in Alabama.
  - a. Narrative description of physical plant: TBD
  - b. Size of building: TBD
  - c. Scaled floor plan: TBD
  - d. Copy of executed lease or purchase agreement: TBD
3. In addition, the School and the Commission or its designee hereby acknowledge and agree that the School shall not conduct classes or operate as a public charter school in this state until it has obtained the necessary fire, health, and safety approvals for the above-described facilities. These approvals must be provided by the School to the Commission's Executive Director in advance of any such occupancy and must be acceptable to the Commission or its designee, in his/her sole discretion, prior to the School operating as a public charter school.
4. If the site described above is not used as the physical plant for the School, this Attachment of this Charter Contract between the School and the Commission must be amended pursuant to the Terms and Conditions of this Charter Contract, to designate, describe, and agree upon the School's physical plant. The School must submit to the Commission or its designee complete information about the new site or facilities. This information includes that described in paragraphs 1, 2, and 3 of this Attachment. The School shall not conduct classes as a public charter school in this state until it has submitted all the information described above to the satisfaction of the Commission by way of a request to amend this Charter Contract and the amendment regarding the new site has been executed by the Commission or its designee.
5. The School agrees to comply with the single site restrictions contained in this Attachment for the configuration of grade levels identified at the site, except as may be permitted with the express permission of the Commission or its designee. Any changes in the configuration of grade levels at the site requires an amendment to this Attachment pursuant to the Terms and Conditions of the Charter Contract set forth above.

## Attachment 8: Statement of Assurances

### STATEMENT OF ASSURANCES

This Statement of Assurances must be signed by a duly authorized representative of the charter school applicant and submitted with the application for a charter school.

As the duly authorized representative of the applicant group (the school), I hereby certify under the penalty of perjury that all information and statements submitted for or on behalf of: MAEF Public Charter Schools, Inc., an Alabama Nonprofit Corporation, 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 s 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 or 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.
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.

Accel Day and Evening Academy  
NAME OF SCHOOL

Carola R. Akers  
SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

11-21-16  
DATE

CAROLYN R. AKERS  
NAME OF DULY AUTHORIZED REPRESENTATIVE

**Attachment 9: Identification of Documentation Required for Annual Performance Report**

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

**Performance Review and Ongoing Oversight**

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

*\* Performance Framework*

## **Attachment 10: Enrollment Policy**

Enrollment preference will only be given to students who are identified as overaged/undercredited. Accel will define undercredited students as students who lack adequate credit hours for his or her age or grade level. The age and grade level parameters will be approved by Accel's Governing Board. Students will submit an official or unofficial school transcript along with their applications. If they are identified as undercredited for their age or grade level under Accel's parameters, they will be given preference in the lottery.

Students given preference as defined above will be admitted into open spots before the general lottery takes place. If the number of dropouts exceeds school capacity, a lottery will take place only using the names of students identified as dropouts. Following the lottery call for dropout students, all other students will be drawn in a lottery in order to determine the order of the waitlist.

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



**Attachment 11: Request for Proposals for Service Providers**

[Not Applicable]

## **Attachment 12: Public Charter School Application**

The link to the full charter application can be found below:

[https://www.dropbox.com/s/gxy53sl52cswy90/CharterApplicationSubmission\\_MAEF.pdf?dl=0](https://www.dropbox.com/s/gxy53sl52cswy90/CharterApplicationSubmission_MAEF.pdf?dl=0)