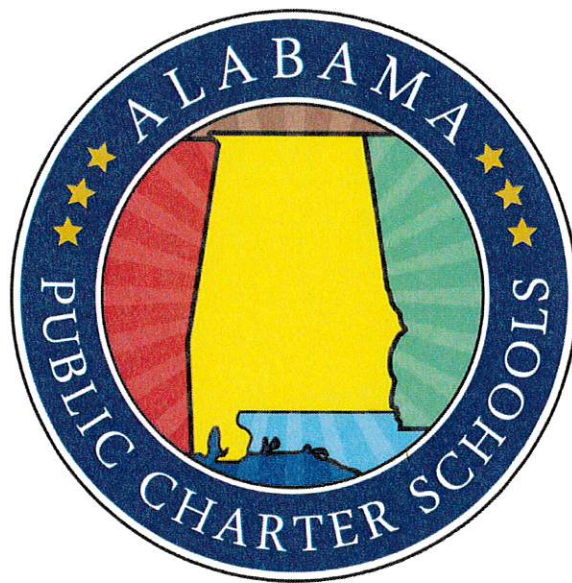


ALABAMA PUBLIC CHARTER SCHOOL COMMISSION



PUBLIC CHARTER SCHOOL CONTRACT

2017

CHARTER CONTRACT FOR CHARTER AUTHORIZERS

PURPOSE

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

ATTRIBUTION

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

COMMISSION'S ACKNOWLEDGMENT AND ATTRIBUTION

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

PUBLIC CHARTER CONTRACT

INSTRUCTIONS

NOTE

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

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

2. Commission/Governing Board Acknowledgement and Attribution

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

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

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

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

PUBLIC CHARTER SCHOOL CONTRACT

Issue Date: October 26, 2017

CHARTER SCHOOL CONTRACT
FOR THE OPERATION OF **University Charter School**

PARTIES:

Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

University Charter School Board of Directors, EIN 82-1034767

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PARTIES

This agreement is executed on this 26th Day of October, 2017 by and between the Alabama Public Charter School Commission ("Commission") and [University Charter School Board of Directors] ("Governing Board"), for the operation of [University Charter School] ("School").

ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT

Section 1.1 Purpose

This Contract outlines the roles, powers, responsibilities, and performance expectations for the Governing Board's establishment and operation of [University Charter School], (the "School"), a public charter school. The Governing Board must comply with all of the terms and provisions of this Charter School Contract ("Contract") and all applicable rules, regulations, and laws.

Section 1.2 Term of Contract

The initial charter is hereby granted for a term of five operating years. 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 Commission 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 the Commission. The Commission may grant or deny the extension depending on the School's circumstances. Ala. Code § 16-6F-7(d).

Section 1.3 Pre-Opening Conditions

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

ARTICLE II: DEFINITIONS

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

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

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

APPLICATION. A proposal from an applicant to an authorizer to enter into a charter contract whereby the proposed school obtains public charter school status.

AUTHORIZER. An entity authorized under the Act to review applications, approve or reject applications, enter into charter contracts with applicants, oversee public charter schools, and decide whether to renew, not renew, or revoke charter contracts.

CHARTER CONTRACT. A fixed-term renewable contract between a public charter school and an authorizer that outlines the roles, powers, responsibilities, and quantitative and qualitative performance expectations for each party to the contract.

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

DEPARTMENT. The Alabama State Department of Education.

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

FISCAL YEAR. October 1 through September 30.

GOVERNING BOARD. The independent board of a public charter school that is party to the charter contract with the authorizer. A governing board shall have at least 20 percent of its membership be parents of students who attend or have attended the public charter school for at least one academic year. Before the first day of instruction, the 20 percent membership requirement may be satisfied by parents who intend to have their students attend the public charter school.

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

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

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

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

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

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

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

SCHOOL YEAR. July 1 through June 30.

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

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

STATE SUPERINTENDENT. The State Superintendent of Education.

ARTICLE III: SCHOOL'S PURPOSE

Section 3.1 Executive Summary

Executive Summary

The School will support the facilitation of the academic growth desperately needed to transform schools within the State of Alabama into high-performing schools that ensure positive outcomes for students. This summary proposes innovative collaboration between the University of West Alabama, a rural, regional public institution of higher education, the surrounding community, and the School. The University of West Alabama, in fulfillment of its mission to “improve the region through education and outreach” is fostering the development of the School as a potential solution to some of the unique challenges facing rural public education in the Black Belt region. By partnering with UWA, the School will open with the support of an experienced Board of Directors, well-trained teachers and staff, and proven systems to implement the proposed educational model. The University partnership will bring to the School relationships within the education and philanthropic communities and experience in the design, implementation, and support of staff trained in rural education. This summary provides a sound operational plan to leverage this partnership (See Cooperative Endeavor Agreement, **Attachment 14 of UCS Application**). Additionally, the School’s Board of Directors will include individuals with strong ties to philanthropy and public education in rural Alabama. Though the relationship between UWA and the School’s Board of Directors is an unusual structure, the applicant has proactively considered and planned for potential areas of conflict while leveraging the partnership to provide executive leadership capacity.

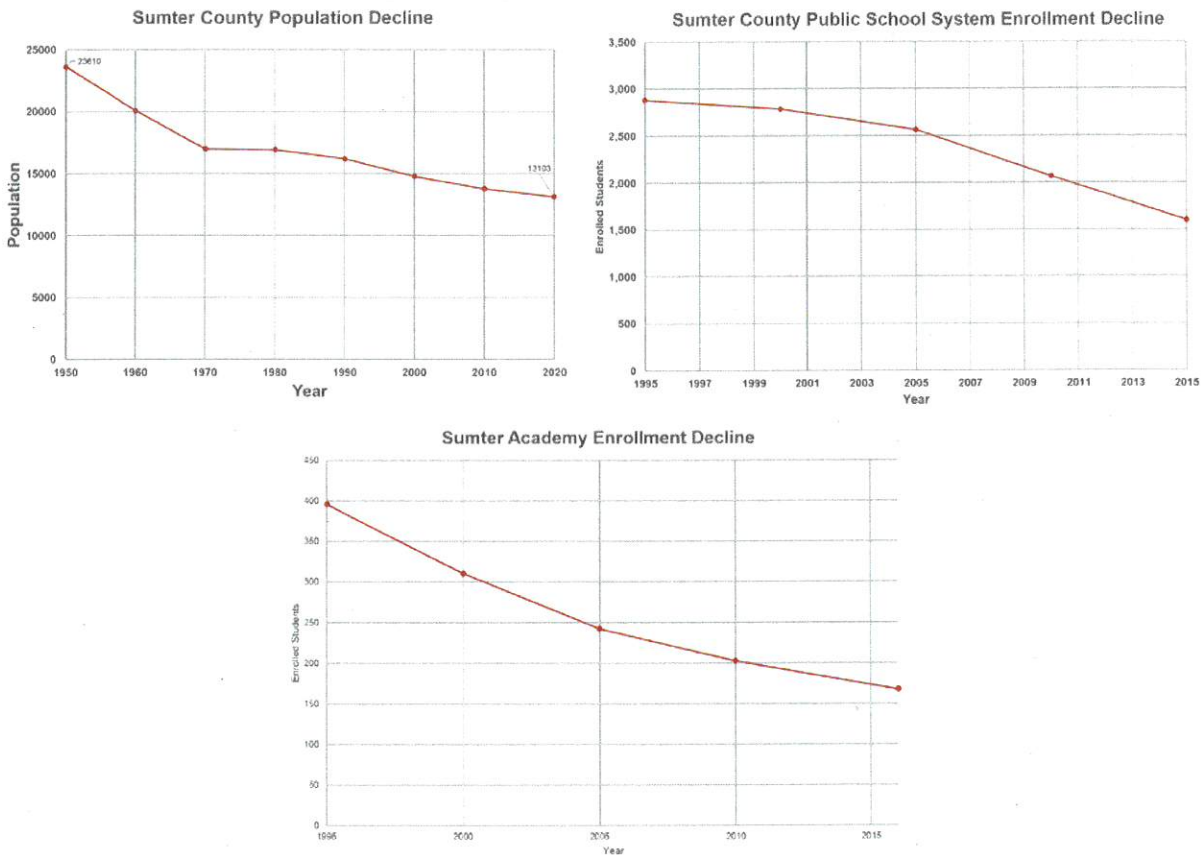
The School will provide a stable learning environment in which children can thrive and that is enhanced by highly-effective teachers and principals. In turn, this will produce increased academic achievement and proficiency, provide students the opportunity for achieving a higher level of education, and prepare students to be college and career ready. The School will be unique in that it will be situated in a rural community that faces increased levels of children living in poverty. Rural schools are as diverse as the communities they serve and the students they educate. The School will be as unique as the histories, cultures, and landscapes of its constituents and will result in the development of a community-based school that defies categorization. However, with the School’s ambitious goal to **R³EACH** every child through *‘Rethinking & Renewing Rural Education: Achieving Collaborative Heights,’* the cycle of poverty and ill-preparedness can be overturned. The School’s application team’s capacity to successfully open and operate a high-quality school given the aforementioned considerations is grounded in the expertise of its team members in the areas of curriculum, assessment, finance, school management, community relations/development, and governance.

The School’s Mission, Vision and Values:

The School’s **vision** is to become a collaborative rural model for producing adaptable learners that have a strong sense of place, mission, and rural identity who recognize the value of collaboration within a school, across a community, and between diverse rural regions. To achieve this vision, the School’s **mission** is to be a rural, diverse K-12 school that cultivates independent thought, promotes the building of character and civic responsibility and is committed to preparing all students for personal and professional success through the discovery of individual learning pathways in a rigorous and integrated Science, Technology, Reading, Engineering, Arts, and Mathematics (STREAM) focused, project-based and place-based curriculum. The School will be guided by five core values: **communication, collaboration, critical thinking, creativity, and character education**. Focus on the infusion of these values will foster a safe and supportive school environment for all students and provide a common foundation on which to build positive relationships throughout the school.

Community Need, Educational Need and Anticipated Student Population:

Sumter County, our rural community, has been weakened by depopulation, social and capital flights, agricultural consolidation, loss of business and industry, and skilled workforce shortages. For Alabama, population growth over the last five years has been localized in metropolitan areas such as Birmingham, Mobile and Huntsville, but as industry has moved into the state, the surrounding rural areas have also experienced growth. Unfortunately, Alabama’s most rural counties, especially those in the Black Belt, have not experienced that growth. Instead, Sumter County, along with 23 other counties in Alabama, has experienced an ongoing population decline over the last 60 years. From 2000-2015 Sumter County and its contiguous counties have lost 8,451 people, while the overall state of Alabama has grown by more than 400,000 (US Census, 2015). Sumter County’s population decline and subsequent public and private schools’ enrollment decline are illustrated below.



As a result, Sumter County, like the other declining counties, is left with an aging population and a decreasing workforce to fulfill not only current jobs, but any new jobs. According to the *Alabama Kid's Count Data Book 2016*, there are 2,664 children ages 4-19 living in Sumter County (VOICES, 2016). Of this number, 1,736 children are enrolled in a school (public or private) located in Sumter County (ALSDE, 2016). This reveals a deficit of 928 students who are either enrolled in a school system outside of Sumter County or are not enrolled in school for various reasons. The establishment of a charter school in Sumter County gives those parents and students another educational option. There is a need to halt the population drain from our region. Positive population growth has the potential to be a catalyst for “Rural Renewal.” Education has always been and continues to be a starting point for meaningful change.

For more than 20 years, VOICES for Alabama’s Children, a statewide 501(c)3 nonpartisan organization group, and the Anne Casey Foundation have published the *Alabama Kids Count Data Book*. This research provides a meaningful

snapshot of children’s well-being and can offer meaningful data that demonstrates the need for “rethinking” rural education. According to VOICES, Sumter County and its neighbors rank in the bottom third (1/3) in overall child well-being among Alabama’s 67 counties. Sumter ranks 62 among the 67 counties (VOICES, 2016). Sumter County also exhibits a poverty rate of 33.2% (US Census, 2017), and an unemployment rate of 9% (Alabama Department of Labor, 2017).

The University of West Alabama is located in the heart of Sumter County, and its mission includes “improving the region through education and outreach.” It is believed that, in addition to its own educational programs for traditional and non-traditional college students, the University can go a step further to help establish an entity that creates opportunities and access to an innovative model of education for a younger generation, thereby more directly improving economic and workforce development opportunities, as well as the overall quality of life for a much greater population.

In 2015, a group of UWA MBA students completed a research project titled “West Alabama Charter School: Gauging the Need for a University of West Alabama Sponsored Charter School.” The focus of the research was to gauge the need and level of interest in the creation of a charter school affiliated with the University of West Alabama. The report focused on data from the Black Belt region of West Alabama and East Mississippi and specifically included the counties of Sumter, Marengo, Choctaw, Greene, Hale, Wilcox, and Dallas in Alabama. A regional survey was administered to the target population of parents and external sources of secondary data were used to gather necessary demographic data about the Black Belt region. Overall, the research concluded that the parents of the Black Belt region place a significant level of value on education, display an overwhelming lack of confidence in the current secondary education systems that exists in the Black Belt, exhibit a desire for a high-quality secondary education system, and view the University of West Alabama as a trusted and reputable institution capable of achieving such goals (Beard, Jacobs, Bailey, & Floyd, 2015) (**Attachment 28 of UCS Application**).

The School will offer Sumter County parents and students another choice. By placing strong emphasis on recruitment, retention, and renewal, the School can not only improve the quality of life for people who are already here, but also for those who will be drawn to the area because of the vast opportunities that can, and will, be created through the School. The School can create strong foundations in early childhood and secondary education that will prepare students for success beyond the classroom, whether the paths they choose be college or career.

Specific educational needs of the region include:

1. There is a need for innovation in the classroom. Traditional classroom models are not consistently resulting in higher student achievement. Therefore, there is a need for interactive, innovative classrooms. According to the Sumter County ACT Aspire test scores for 2016, only 17% of fourth and fifth graders were proficient in math, and only 10% and 9% were proficient in reading, respectively (PARCA, 2016). Reading and Math are fundamental skills that lead to basic adult literacy, and yet, according to the Alabama Literacy Alliance, one in four Alabamians is functionally illiterate, meaning they lack the basic reading, writing, and computation skills to function in a modern society. Additionally, Sumter County’s graduation rate for 2016 was reported at 75.9% of all students, compared to 84.8% of all students state-wide (ALSDE, 2017). Education intervention must occur to not only close achievement gaps and increase the odds for high school graduation, but also to positively impact long-term personal success.

2. There is a need to expose students to career options to allow time for discovery that encourages them to find their own pathway, as well as career clusters in order to help them understand the opportunities that are available to them. The School will identify the career clusters that are most applicable to the needs and resources of the region. The School’s students will use these identified career clusters to investigate a wide range of career choices. As they discover their own interests and abilities, they may identify one career cluster that best expresses their area of interest. They can then explore the career pathways contained within that cluster, to begin a plan linking what

students learn in school with the knowledge and skills they need to prepare for the demands of postsecondary education, training and the expectations of employers, providing students the opportunity to be career ready. Our area is part of the Region 3 Workforce Development Council. The five industry clusters that have been identified for Region 3 include automotive, health care, construction, manufacturing, and professional and business services. In addition, under Accelerate Alabama (both the 2012 release and the 2.0 update), Agriscience and Forest Products are additional targets that fit well within our rural community and are part of the Alabama Department of Commerce's rural development strategy.

3. There is a need for project-based or purposeful and place-based learning. Project-based learning is a data-driven and data-supported approach that integrates different content areas and takes on a holistic approach to learning. Place-based learning strengthens children's connections to others and to the regions in which they live. It enhances achievement, but more importantly, it helps overcome the alienation and isolation of individuals that have become hallmarks of modernity. By reconnecting rather than separating children from the world, place-based education serves both individuals and communities, helping individuals to experience the value they hold for others and allowing communities to benefit from the commitment and contributions of their members.

4. There is a need to develop essential skills/soft skills and character as part of the curriculum. The Alabama Department of Labor conducted a 2013 Labor Survey that showed the lack of essential skills as a primary concern in workforce demands. Attendance at work was the number one problem cited by industry sectors in construction, utilities, and manufacturing. Human Resource departments across multiple industry sectors cite attendance as a driving factor in employee termination. Promotion of core life skills such as accountability and professionalism must be part of the educational environment in order for students to successfully transition into the workforce.

The most likely non-academic challenge faced by the School is transportation. The School's enrollment will be open first to Sumter County students. This large catchment area makes the logistics and feasibility of transportation challenging. The School is proposing to implement creative strategies and solutions to this challenge, including but not limited to a carpool network and a parent stipend program.

The School anticipates a student body that is reflective of the demographics of Sumter County and the surrounding counties; however, the School is committed to embracing diversity and inclusivity at every level of the school model. A founder of a charter management organization in Rhode Island once said, "The most powerful thing you can do for kids is to put them in a seat, studying and learning, next to a student from a different background with different life experiences." Socioeconomically and racially diverse schools are beneficial to all students who attend them because they bring about civil, social and cognitive benefits for all students and foster accepting adults and good citizens. The School will be intentional about promoting diversity in some very specific ways:

1. Implementation of a diverse family and student recruitment plan and community outreach programs
2. Implementation of diverse pedagogies all resulting in academic quality and success
3. Creating a school culture that embraces diversity including community programs, classroom practices and staff training to ensure that all students have equitable educational opportunities

The School's enrollment preferences will be given to students enrolled in the School the previous year and to siblings of students enrolled in the School. The School will also give enrollment preference to children of the School's Board of Directors and full-time employees, limiting this preference to no more than 10% of the School's student population. Subsequent enrollment will be allowed for any Alabama resident until the School reaches its maximum facility capacity.

Education Model/School Design:

The School's educational model is best defined using the School's motto of **R³EACH**, "*Rethinking and Renewing Rural Education, Achieving Collaborative Heights.*" The **R³EACH** model proposes an innovative collaboration between the University of West Alabama, a rural, regional public institution of higher education, the surrounding community, and the School. The model embraces the idea that our nation's challenges present real opportunities for rural places, and a sustainable American future must include a thriving rural landscape that has at its very core a thriving educational system which **R³EACHes** every child and guides him/her on a pathway to success in college, career, and life. The unique histories, cultures, and landscapes of its constituents will result in the development of a community-based school that defies categorization. Concepts of inclusion, courage, integrity, distinction, and stewardship will be key elements to the success of the **R³EACH** model. The **R³EACH** model will be further supported by a plethora of teaching strategies, practices, and concepts that allow for big opportunities in a small rural setting. The School will have an integrated focus on academics, health and social services, youth and community development, and community engagement that will lead to improved student learning through stronger families and a healthier community. The School will offer a personalized curriculum for every student that emphasizes place-based, real-world learning, and community problem-solving.

The primary instructional methodology for the School will be grounded in the utilization of a student-centered framework. The *Students at the Center Framework* defines a core set of research-based principles known for driving powerful teaching and learning designed to ensure all students develop high-level knowledge, skills, and dispositions needed for success in college, careers, and civic life. The four key principles of student-centered learning include: 1) Learning Is Personalized, 2) Learning Is Competency-Based, 3) Learning Takes Place Anytime, Anywhere, and 4) Students Have Agency and Ownership Over Their Learning.

The University Charter School Education Model is supported by a strong body of research-based evidence that supports demonstrated success for its described education program to prove successful student outcomes with the anticipated student population. These research-based evidence points include place-based education, the community school concept, utilization of a student-centered framework, implementation of the Plan Do Check Act (PDCA) Model, implementation of a STREAM curriculum, competency based learning, integrated and balanced curriculum, technology integration, differentiation as a way of teaching, and character education and development.

The School values the process of assessment as a tool for informing the school-at-large about strengths and weaknesses related to the process of teaching and learning and overall school needs. Both formal and informal assessment strategies and formative and summative assessment strategies will be utilized to provide data that can be used for adjusting instruction, policies, and practices that impact the education program. The School will implement the Plan-Do-Check-Act (PDCA) model with all assessment strategies. The PDCA Cycle (Plan-Do-Check-Act) is a systematic series of steps for gaining valuable learning and knowledge for the continual improvement of a product or process; it is also known as the Deming Wheel, or Deming Cycle.

The School is projected to serve the student population in innovative ways not currently offered at existing schools in the region. The School is based on the overall concept of '*rethinking and renewing rural education*'. The primary instructional methodology for the School will be grounded in the utilization of a student-centered framework that puts every child on a pathway to success in college, career, and life, reinforcing what it means to be college and career ready in today's marketplace. The School will effectively implement a plethora of teaching strategies, practices, and concepts that allow for big opportunities in a small rural setting. The School will rely on a new mindset (**rethinking & renewing**) within a **rural** setting for **achieving** greater success by functioning as a collaborative community school (**collaborative heights**), customizing the learning experience for every student, making them the champions of their own learning. The School will offer a personalized curriculum for every student that emphasizes place-based, real-world learning and community problem-solving. The School will function as a rural community hub that brings together the community and many partners to offer a range of supports and opportunities to children, youth, families, and the community. Together, the School and the community will leverage their shared resources and assets to help students succeed by way of an integrated focus on academics, health and social services, youth and community

development, and community engagement that will lead to improved student learning through stronger families and a healthier community.

Community Engagement:

The School was designed to meet the needs and desires of the community, and this assurance has been a priority from inception. Individuals serving on the School's Application Team live, work, and take pride in the region in which the school will serve. The following strategies demonstrate the ways in which future School parents and community members have been involved to date in developing the School: Community Forums, Focus Groups, External Community & Business and Industry Meetings, individual local school board meetings, Interest Inventories, and the School's informational website (www.uwa.edu/charterschool). The aforementioned Interest Inventory, forums and meetings are ways in which the School has assessed the support for the proposed school. The Inventory welcomed parents to give their input by allowing them to voice what they consider to be the most important elements needed in the school environment and to share what they most desire in a school, as well as assess their interest in having their children attend the school. The parents that completed our Interest Inventory and stated that they would be interested in enrolling their child in the School represented 142 children living in and around Sumter County. The Interest Inventories projected that the current interests of these children in order of priority were: Math/Science/Technology, Sports, Music, and Art. The greatest educational needs in our region were defined by the parents as quality teaching and school safety. The School will continue to use the data generated to guide further development of the school model.

Leadership and Governance:

The School will be governed and operated by an independent Board of Directors pursuant to the School's corporate Bylaws adopted by the Board of Directors. The Board of Directors is invested with the powers and duties to ensure, and will be ultimately responsible for, the successful operations and activities of the School. The remaining members of the School's leadership team serve in an advisory capacity to help ensure success. The Board of Directors is comprised of local and regional leaders who bring a vast array of experiences to the Board. The initial directors include a former Chancellor of the University of Alabama system, two former K-12 educators, one of whom now is the CEO of a local corporation and one who previously served on a K-12 school board, a local pastor who formerly served on the Auburn University Board of Trustees, a county engineer, and two parent representatives who have been intimately involved in the application process for the School. These directors have shown a commitment to the long-term success of the School and will demonstrate control over the School. The Board of Directors is composed of Mr. Micky Smith, Director, ALFA Environmental Center and Board of Directors Chair ; Rev. Byron Franklin, Senior Pastor of Living Word Church, Livingston, AL; Ms. Veronica Triplett, Director, UWA Center for Business & Entrepreneurial Services; Mr. Kyle Edmonds, Vice President & Partner, Mitchell Signs; Dr. Robert Wit, President Emeritus University of Alabama; Mr. Anthony Crear, Sumter County Engineer; Ms. Leslie Prystup Emory, Chief Executive Officer, Prystup Packaging, Livingston, Alabama; and Dr. Jan Miller, Dean, UWA College of Education (Ex Officio). Dr. JJ Wedgworth resigned from the Board of Directors and assumed the role of Head of School on August 1, 2017. She was replaced by Mr. Kyle Edmonds, Vice President & Partner, Mitchell Signs. (See Mr. Edmonds' Bio and the School's revised Organizational Structure in **Attachment 3 of contract**).

Enrollment Summary:

| Grade | Number of Students Enrolled | | | | | | | | | | | | | | |
|--------------------|-----------------------------|-----|-----------|-----------|-----|-----------|-----------|-----|-----------|-----------|-----|-----------|-----------|-----|-----------|
| | Y1 Min | Y1 | Y1 Max | Y2 Min | Y2 | Y2 Max | Y3 Min | Y3 | Y3 Max | Y4 Min | Y4 | Y4 Max | Y5 Min | Y5 | Y5 Max |
| Pre-K | 18 | 20 | 40 | 18 | 20 | 40 | 18 | 20 | 40 | 18 | 20 | 40 | 18 | 20 | 40 |
| K | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 |
| 1 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 |
| 2 | 15 | 20 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 |
| 3 | 15 | 20 | 40 | 15 | 20 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 |
| 4 | 15 | 20 | 30 | 15 | 20 | 40 | 15 | 20 | 40 | 15 | 30 | 40 | 15 | 30 | 40 |
| 5 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 40 | 15 | 20 | 40 | 15 | 30 | 40 |
| 6 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 40 | 15 | 20 | 40 |
| 7 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 40 |
| 8 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 |
| 9 | | | | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 |
| 10 | | | | | | | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 |
| 11 | | | | | | | | | | 15 | 20 | 30 | 15 | 20 | 30 |
| 12 | | | | | | | | | | | | | 15 | 20 | 30 |
| Pre-K Totals | 18 | 20 | 40 | 18 | 20 | 40 | 18 | 20 | 40 | 18 | 20 | 40 | 18 | 20 | 40 |
| Totals (K- 12) | 135 | 200 | 310 | 150 | 230 | 350 | 165 | 260 | 390 | 180 | 290 | 430 | 195 | 320 | 470 |
| Totals (PK- 12) | 153 | 220 | 350 | 168 | 250 | 390 | 183 | 280 | 430 | 198 | 310 | 470 | 213 | 340 | 510 |
| Facility Max | 600 | | | 600 | | | 600 | | | 600 | | | 600 | | |

Describe the rationale for the number of students and grade levels served in year one and the basis for the growth plan illustrated above.

According to the *Alabama Kid's Count Data Book 2016*, there are 2,664 children ages 4-19 living in Sumter County (VOICES, 2016). Of this number, 1,736 children are enrolled in a school (public or private) located in Sumter County (ALSDE, 2016). This reveals a deficit of 928 students who are either enrolled in a school system outside of Sumter County or are not enrolled in school for various reasons. With the steady decline in enrollment in both the local public and private school systems, we hope to be an alternative CHOICE for those parents and students seeking a high quality education elsewhere.

The School anticipates a student body that is reflective of the demographics of Sumter County and the surrounding counties; however, the School is committed to embracing diversity and inclusivity at every level. The existing schools in Sumter County, both public and private, almost exclusively serve one race. We plan to be intentional in our recruitment, marketing, and curriculum design so that the School becomes a place where all students feel welcome, a novel experience for the children of Sumter County, Alabama. We also intend to attract students from within the University community. Currently, 64% of UWA faculty and staff live outside of Sumter County, primarily because they have school-age children and are not satisfied with the existing school options. Hopefully, the establishment of the School will encourage those faculty and staff members to move to Sumter County.

Since the approval of the School's application by the Commission, the School has launched a comprehensive Interest Survey in our community to better determine the number of children and grade level of those children that intend to enroll in the School for the Fall of 2018. Based on the data from that survey, because enrollment decline in surrounding local schools is steady, and because the overall school-age population (2,549) is low in comparison to urban communities, the School intends to open as a Pre-K-8 school and add one grade per year thereafter in order to best meet the current needs of the community and ensure the success of the School. It is the intent of the School to expand it to all grades (PK-12) by August of 2022, the School's fifth year of operation. The School will have in place an intentional and effective recruitment and marketing plan in order to better ensure that the School meets its enrollment projections in order to be able to meet this goal. The School's proposed temporary facility will hold 600 students at capacity, so the School does not intend to have to turn away any students during the first 5 years of implementation based on the current enrollment projections.

Section 3.2 Mission and Vision

[SCHOOL'S MISSION AND VISION. Include identification of the targeted student population and the community the school hopes to serve.]

The School's Mission, Vision and Values:

The School's **vision** is to become a collaborative rural model for producing adaptable learners that have a strong sense of place, mission, and rural identity who recognize the value of collaboration within a school, across a community, and between diverse rural regions. To achieve this vision, the School's **mission** is to be a rural, diverse K-12 school that cultivates independent thought, promotes the building of character and civic responsibility and is committed to preparing all students for personal and professional success through the discovery of individual learning pathways in a rigorous and integrated Science, Technology, Reading, Engineering, Arts, and Mathematics (STREAM) focused, project-based and place-based curriculum. The School will be guided by five core values: **communication, collaboration, critical thinking, creativity, and character education**. Focus on the infusion of these values will foster a safe and supportive school environment for all students and provide a common foundation on which to build positive relationships throughout the school.

Targeted Student Population & Community:

The School's enrollment will be open first to Sumter County students. The School anticipates a student body that is reflective of the demographics of Sumter County and the surrounding counties; however, the School is committed to embracing diversity and inclusivity at every level of the school model. A founder of a charter management organization in Rhode Island once said, "The most powerful thing you can do for kids is to put them in a seat, studying and learning, next to a student from a different background with different life experiences." Socioeconomically and racially diverse schools are beneficial to all students who attend them because they bring about civil, social and cognitive benefits for all students and foster accepting adults and good citizens. The School will be intentional about promoting diversity in some very specific ways:

1. Implementation of a diverse family and student recruitment plan and community outreach programs
2. Implementation of diverse pedagogies all resulting in academic quality and success
3. Creating a school culture that embraces diversity including community programs, classroom practices and staff training to ensure that all students have equitable educational opportunities

The School's enrollment preferences will be given to students enrolled in the School the previous year and to siblings of students enrolled in the School. The School will also give enrollment preference to children of the School's Board of Directors and full-time employees, limiting this preference to no more than 10% of the School's student population. Subsequent enrollment will be allowed for any Alabama resident until the School reaches its maximum facility

capacity.

According to the *Alabama Kid's Count Data Book 2016*, there are 2,664 children ages 4-19 living in Sumter County (VOICES, 2016). Of this number, 1,736 children are enrolled in a school (public or private) located in Sumter County (ALSDE, 2016). This reveals a deficit of 928 students who are either enrolled in a school system outside of Sumter County or are not enrolled in school for various reasons. With the steady decline in enrollment in both the local public and private school systems, we hope to be an alternative CHOICE for those parents and students seeking a high quality education elsewhere.

The School anticipates a student body that is reflective of the demographics of Sumter County and the surrounding counties; however, the School is committed to embracing diversity and inclusivity at every level. The existing schools in Sumter County, both public and private, almost exclusively serve one race. We plan to be intentional in our recruitment, marketing, and curriculum design so that the School becomes a place where all students feel welcome, a novel experience for the children of Sumter County, Alabama. We also intend to attract students from within the University community. Currently, 64% of UWA faculty and staff live outside of Sumter County, primarily because they have school-age children and are not satisfied with the existing school options. Hopefully, the establishment of the School will encourage those faculty and staff members to move to Sumter County.

ARTICLE IV: GOVERNANCE

Section 4.1 Governance

The School shall be governed by its Governing Board in a manner that is consistent with the terms of this Contract so long as such provisions are in accordance with state, federal, and local law. The Governing Board shall have final authority and responsibility for the academic, financial, and organizational performance of the School, the fulfillment of the contract, and approval of the School's budgets.

The Governing Board shall be responsible for policy and operational decisions of the School, and, consistent with the terms of this Contract, shall be the employer of School employees. Nothing herein shall prevent the Governing Board from delegating decision-making authority for policy and operational decisions to officers, employees, and agents of the School. However, such delegation will not relieve the Governing Board of its obligations under the law or this Contract, should the School fail to satisfy those obligations.

The Governing Board shall govern the School in a manner that ensures that it will satisfy its legal obligations, including, but not limited to: compliance with all applicable Laws, the Contract, the performance framework and fidelity to the program and policies described and submitted in the Application. This includes the exercise of continuing oversight over the School's operations. No member of a Governing Board shall have a financial relationship to an education service provider or the staff of the Commission.

Section 4.2 Governance Documents

The Governing Board and the School shall maintain legal status and operate in accordance with the terms of the attached Governance Documents, Attachment 2: Governance Documents, and the Application. **(Attachments 13, 14 and 16 in UCS Application).**

Section 4.3 Non-Profit Status

The school must be governed by an independent governing board that is, throughout the Term of Contract, a 501(c)(3) tax-exempt organization.

Section 4.4 Organizational Structure and Plan

The School shall implement and follow the organizational plan described in the Application. **(Modified and Attached in Attachment 3 of the contract)**

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.

No employee, agent, or representative of the Commission may simultaneously serve as an employee, agent, representative, vendor, or contractor of the School. Ala. Code §16-6F-6.

In no event shall the Governing Board be composed of voting members a majority of which are directors, officers, employees, agents, or otherwise affiliated with any single entity (with the exception of the School itself or of another charter school) regardless of whether the entity is affiliated or is otherwise partnered with the School. But, this prohibition does not apply to entities whose sole purpose is to provide support to the specific School in question or any of its programs (parent-teacher groups, booster clubs, etc.).

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

Section 4.8 Open Meetings

Starting from the date that this Contract is fully executed, the Governing Board shall be subject to and comply with the Alabama Open Meetings Act and public records laws.

ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS

Section 5.1 General Compliance

The School and the Governing Board shall operate at all times in accordance with all applicable laws, the Contract, and the Commission policies, as may be amended from time to time.

Section 5.2 Public School Status

The School is a public school and is part of the public education system of the state. The School shall function as a local educational agency. The School shall be responsible for meeting the requirements of local educational agencies under applicable federal, state, and local laws, including those relating to special education.

Section 5.3 Nonsectarian Status

The School shall not include any parochial or religious theme or engage in any sectarian practices in its educational program, admissions or employment policies, or operations.

Section 5.4 Access to Individuals and Documents

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

Section 5.5 Ethics

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

Section 5.6 Record Keeping

The School shall report its enrollment and attendance data to the local school systems of residence in a timely manner.

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.

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, **Attachment 12: UCS Application, [Pages 746-748]**.

Section 5.11 Staff Qualifications

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

Section 5.12 Contracting for Services

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

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

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

- a. Evidence of the education service provider's success in serving student populations similar to the targeted population, including demonstrated academic achievement as well as successful management of nonacademic school functions, if applicable.
- b. A draft agreement setting forth the proposed duration of the service contract; roles and responsibilities of the Governing Board, the School staff, and the education service provider; scope of services and resources to be provided by the education service provider; performance evaluation measures and timelines; compensation

structure, including clear identification of all fees to be paid to the education service provider; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract.

- c. Disclosure and explanation of any existing or potential conflicts of interest between the School or the Governing Board and the education service provider or any affiliated business entities.

Section 5.13 Transaction with Affiliates

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

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

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

ARTICLE VI: ENROLLMENT

Section 6.1 Enrollment Policy

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

Section 6.2 Maximum Enrollment

The capacity of the School shall be determined annually by its Governing Board, and submitted for formal approval by 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 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 Commission and with consideration of the School’s ability to facilitate the academic success of its students, achieve the objectives specified in the Contract, and assure that its student enrollment does not exceed the capacity of its facility.

Section 6.4 Enrollment Plan

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

| Grade | Number of Students Enrolled | | | | | | | | | | | | | | |
|----------------|-----------------------------|-----|--------|--------|-----|--------|--------|-----|--------|--------|-----|--------|--------|-----|--------|
| | Y1 Min | Y1 | Y1 Max | Y2 Min | Y2 | Y2 Max | Y3 Min | Y3 | Y3 Max | Y4 Min | Y4 | Y4 Max | Y5 Min | Y5 | Y5 Max |
| Pre-K | 18 | 20 | 40 | 18 | 20 | 40 | 18 | 20 | 40 | 18 | 20 | 40 | 18 | 20 | 40 |
| K | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 |
| 1 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 |
| 2 | 15 | 20 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 |
| 3 | 15 | 20 | 40 | 15 | 20 | 40 | 15 | 30 | 40 | 15 | 30 | 40 | 15 | 30 | 40 |
| 4 | 15 | 20 | 30 | 15 | 20 | 40 | 15 | 20 | 40 | 15 | 30 | 40 | 15 | 30 | 40 |
| 5 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 40 | 15 | 20 | 40 | 15 | 30 | 40 |
| 6 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 40 | 15 | 20 | 40 |
| 7 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 40 |
| 8 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 |
| 9 | | | | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 |
| 10 | | | | | | | 15 | 20 | 30 | 15 | 20 | 30 | 15 | 20 | 30 |
| 11 | | | | | | | | | | 15 | 20 | 30 | 15 | 20 | 30 |
| 12 | | | | | | | | | | | | | 15 | 20 | 30 |
| Pre-K Totals | 18 | 20 | 40 | 18 | 20 | 40 | 18 | 20 | 40 | 18 | 20 | 40 | 18 | 20 | 40 |
| Totals (K-12) | 135 | 200 | 310 | 150 | 230 | 350 | 165 | 260 | 390 | 180 | 290 | 430 | 195 | 320 | 470 |
| Totals (PK-12) | 153 | 220 | 350 | 168 | 250 | 390 | 183 | 280 | 430 | 198 | 310 | 470 | 213 | 340 | 510 |
| Facility Max | 600 | | | 600 | | | 600 | | | 600 | | | 600 | | |

****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 Commission.**

Section 6.5 Student Records and Student Information Systems

The School shall maintain student records and student information and shall report any such information in the manner provided by the Act.

ARTICLE VII: TUITION OR FEES

Section 7.1 Tuition or School Fees

The School 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:

University Charter School

Approximate General Fees

| Grade | Fee | Amount | Description |
|-------|--|-------------|--|
| K-4 | Literacy Fee | \$25 annual | Includes the cost of reading support materials |
| 9-12 | Locker Fee | \$5 annual | Covers cost of renting locker and maintenance |
| 12 | Graduation Fee | \$150 | Includes Diploma, Diploma Cover, Cap & Gown |
| K- 12 | 1-to-1 Initiative Fee | \$75 | Covers the cost of maintaining student provided technology |
| K-8 | Art Fee | \$10 | Covers cost of art supplies |
| K-8 | Music Fee | \$10 | Music Equip Maintenance and Supplies |
| K-12 | Student ID Card Fee | \$5 | Covers the cost of Student ID |
| 5-12 | Physical Education Uniform Fee | \$20 | Includes T-Shirt and Shorts (required for all P.E. students) |
| K-12 | UCS T-Shirt | \$15 | Field Trips etc. |
| K-12 | Cost of School Uniforms (Casual and Dress Uniform) | Vary | Students will be required to purchase uniforms in compliance with the UCS uniform policy |
| 5-12 | Physical Education Uniform | \$20 | Required for all students taking Physical Education |

Approximate Meal Costs:

| Meal Cost | |
|--------------------|---|
| Breakfast- Reduced | \$0.75 – Maximum reduced breakfast rate for students who qualify |
| Breakfast- Full | \$2.00-Maximum breakfast rate for students who wish to purchase lunch |
| Lunch- Reduced | \$1.50-Maximum Reduced lunch rate for students who qualify |
| Lunch- Full | \$3.50-Maximum lunch rate for students who wish to purchase lunch |

* Student is not required to participate in the school provided lunch program. Students may bring their own lunches.

Approximate Optional Participation Fees:

| Optional Fees | Fee Description | Amount |
|--|--|---------------|
| Band | Varies per Instrument-Instrument Deposits, Uniform Rental, Music | \$100 |
| Color guard- Dance for Band | Uniform Fees | \$200 |
| Advanced Placement (AP) Course Fees | Per course fee (Science, Math, English) | \$25 |
| Parking Permit | Reserved Parking Space (Annual Fee) | \$25 |
| Yearbook Fee | Yearbook | \$50 |
| Summer Enrichment Fee | Summer Enrichment Courses to Gain Failed Credits (Per Credit) | \$150 |
| Driver's Education Fee | Driver's Education Manuals and Fuel Supplement | \$50 |
| Prom Fees | Fees paid each year for supplies, meals, and souvenirs | \$150 |
| All Sports Passes | Annual Pass for Students | \$50 |
| After Care Fees | After School Childcare Program (Grades Pre-K- 8) Fee per Week | \$25 |
| Work Keys Assessment | Optional Assessment for 10th-12th grade students | \$50 |
| Duplication Fee | Per student record | \$5 |
| Field Trip Fees | Varies per field trip (\$5-\$100) | - |
| Club Fees (I.E., Beta Club, 4-H, Robotics, etc.) | Varies based on Club (\$10-\$50) | - |
| Athletic Fees | Varies based on Sports Played | - |
| Dance (Offered by 3rd Party) | Per Month Fee + Uniforms | |

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

Section 9.4 School Funds

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

ARTICLE X: SCHOOL FACILITIES

Section 10.1 Accessibility

The School's facilities shall conform to the *Americans with Disabilities Act* and other applicable laws and requirements for public school facilities.

Section 10.2 Health and Safety

The School facilities shall meet all laws governing health, safety, and occupancy and fire code requirements and shall be of sufficient size to safely house the anticipated enrollment.

Section 10.3 School Location

The School shall provide evidence that it has secured a location that is acceptable to the Commission by **December 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 must be deemed acceptable by the Commission. **Attachment 7: Physical Plant contains the address and description of the approved facility.**

Section 10.4 Inspections

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

ARTICLE XI: EMPLOYMENT

Section 11.1 No Employee or Agency Relationship

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

Section 11.2 Retirement Plan/Insurance

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

Section 11.3 Background Checks

The School's 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 performance provisions of this contract are based on a performance framework that clearly sets forth the academic and operational performance indicators, measures, and metrics that will guide the Commission's evaluations of each public charter school. In addition to state and federal accountability standards, the performance framework should include specific provisions, indicators, measures, and metrics for:

- Student academic proficiency, which includes, but is not limited to, performance on state standardized assessments.
- Student academic growth, which includes, but is not limited to, performance on state standardized assessments.
- Achievement gaps in both proficiency and growth between major student subgroups.
- Attendance.
- Recurrent enrollment from year to year.
- Postsecondary readiness for high school.
- Financial performance and sustainability.
- Governing Board performance and stewardship, including compliance with all applicable laws, regulations, and terms of the charter contract.

The performance framework requires the disaggregation of all student performance data by major student subgroups (including gender, race, poverty status, special education status, English learner status, and gifted status).

A set of performance frameworks (singularly, "Performance Framework," and collectively, the "Performance Frameworks"), shall be incorporated into the Charter as Exhibit ____ (to be provided by PARCA). The Performance Frameworks shall supersede and replace any and all assessment measures, education goals and objectives, financial operations metrics, and organization performance metrics set forth in the Application and not explicitly incorporated into the Performance Frameworks. The specific terms, form and requirements of the Performance Frameworks, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the Commission and will be binding on the School. Material amendments to the Performance Frameworks 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 Contract. It will oversee the School's performance under this Contract and hold the School accountable for performance of its legal and contractual obligations, including fulfillment of its Performance Framework. The Commission may take any action necessary to enforce its authority including, but not limited to, requiring the development and implementation of a corrective action plan, sanctions, non-renewal, revocation, or termination of this Contract.

Section 14.2 Right to Review

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

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

Section 14.3 Notification of Perceived Problems

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

Section 14.4 Reports by the Commission

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

ARTICLE XV: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

Section 15.1 Breach by the School

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

Section 15.2 Termination by the Commission

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

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

Section 15.3 Non-Renewal by the Commission

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

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

Section 15.4 Termination by the School

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

Section 15.5 Dissolution

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

Section 15.6 Disposition of Assets upon Termination or Dissolution

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

ARTICLE XVI: MISCELLANEOUS PROVISIONS

Section 16.1 Records Retention

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

Section 16.2 Confidential Information

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

ARTICLE XVII: NOTICE

Section 17.1 Notice

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

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

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective **October 26, 2017, or first day of classes, [whichever comes first]**.

APPROVED BY A QUORUM OF THE COMMISSION:



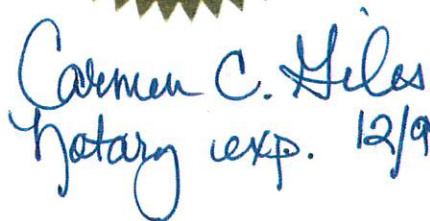
Mac Buttram, Chair
Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:



Mr. Micky Smith, President
University Charter School Board of Directors




Notary exp. 12/9/18

APPENDICES

Attachment 1: Pre-Opening Process and Conditions

Attachment 2: Governance Documents

Attachment 3: Governing Board Roster and Disclosures

Attachment 4: Educational Program Terms and Design Elements

Attachment 5: Conflict of Interest Policy

Attachment 6: Education Service Provider (ESP) Contract Guidelines

Attachment 7: Physical Plant

Attachment 8: Statement of Assurances

Attachment 9: Identification of Documentation Required for Annual Performance Report

Attachment 10: Enrollment Policy

Attachment 11: Request for Proposals

Attachment 12: Public Charter School Application

Attachment 1: Pre-Opening Process and Conditions

| TASK | DUE DATE | STATUS/NOTES | COMPLETE |
|---|------------|--|----------|
| School Facility/Physical Plant: | | | |
| Provide the proposed location of the School; identify any repairs/renovations that need to be completed by school opening, the cost of these repairs, the source of funding for the repairs, and a timeline for completion. | 12/01/2017 | Facility Secured, Needs Assessment Underway, Funding Secured | |
| 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. | 12/01/2017 | Cooperative Agreement and MOU already established for facility | |
| 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. | 12/01/2017 | ✓ | |
| The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission. | 06/30/2018 | | |
| The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission. | 06/30/2018 | | |
| School Operations: | | | |
| Governing Board approved (with signature page and date) special education policies and procedures. In addition, evidence of submission of policies and procedures to the Department and approval from the Department are on file with the Commission. | 07/31/2018 | | |
| 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. | 12/01/2017 | | |

| | | | |
|---|------------|---|--|
| The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP). | 07/31/2018 | | |
| 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. | 12/01/2017 | ✓ | |
| The School has provided evidence of a student handbook. Student Handbook must contain, at a minimum, the following: School's mission statement, School's Contact Information, School Calendar, School Attendance Policy, Student Discipline Policy, and Student Rights and Responsibilities. | 05/31/2018 | | |
| An annual school calendar approved by the Governing Board of Directors for the first year of the School's operation is on file with the Commission. School calendar must meet the compulsory school attendance requirements of state law, financial guidelines, and state regulations. | 05/31/2018 | | |
| Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended. | 05/31/2018 | | |
| 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. | 07/31/2018 | | |

| | | | |
|--|------------|--|--|
| The required Safe School Plan consistent with the School mapping information system is on file with the Commission. For more information on a Safe School Plan, please visit: https://www.alsde.edu . | 07/31/2018 | | |
| PRE-OPENING SITE VISIT: Prior to a School opening, Commission staff will conduct a site visit to verify that that School has completed or is on track to complete each pre-opening condition and confirm the School is ready to open. | 08/10/2018 | | |
| State assessment schedule is on file with the Commission. | 06/30/2018 | | |
| 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. | 08/10/2018 | | |
| The School has policy and procedures for requesting, maintaining, securing and forwarding student records. | 04/30/2018 | | |
| 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). | 07/31/2018 | | |
| The School has provided evidence of an adequate staff configuration to meet the educational program terms outlined in the charter, its legal obligations, and the needs of all enrolled students (% of staff positions filled) and/or a plan for filling open positions. | 07/31/2018 | | |
| Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided. | 07/31/2018 | | |

| | | | |
|--|------------|---|--|
| 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. | 07/31/2018 | | |
| Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience. | 08/10/2018 | | |
| School Governance: | | | |
| Charter School must submit annual Governing Board meeting schedule including date, time, and location to Commission and assure the Commission that the meetings are posted on School website. | 12/01/2017 | ✓ | |
| 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). | 12/01/2017 | ✓ | |
| Resume of each Governing Board member is on file with the Commission. | 12/01/2017 | ✓ | |
| Governing Board disclosure forms are complete and on file with the Commission. | 12/01/2017 | ✓ | |
| Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team. | 12/01/2017 | ✓ | |
| 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. | 07/01/2018 | | |

| Budget: | | | |
|---|------------|--|--|
| Submit a Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement. | 12/01/2018 | | |
| 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. | 10/31/2018 | | |
| The School has provided evidence of an authorization process that identifies (1) individual(s) authorized to expend School funds and issue checks; (2) safeguards designed to preclude access to funds by unauthorized personnel and/or misappropriation of funds; and (3) individual(s) responsible for review and monitoring of monthly budget reports. | 07/31/2018 | | |
| A copy of the annual budget adopted by the School Governing Board is on file with the Commission. | 07/31/2018 | | |
| 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. | 10/31/2018 | | |
| Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract. | 08/10/2018 | | |

Note:

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

Attachment 2: Governance Documents

See Attachments 13, 14, and 16 of UCS Application

Attachment 3: Governing Board Roster and Disclosures

| Governing Board Roster | | | | | | |
|------------------------------------|--------------------------|---------------------|------------|------------|------------------------------|-----------------------------|
| Board Position | Full Name | Address | Phone | Email | Term Start | Term End |
| UCS Board of Directors Chair | Mr. Micky Smith | [REDACTED] | [REDACTED] | [REDACTED] | 7/1/2017 | 6/30/2019 |
| UCS Board of Directors | Dr. Robert Wit | [REDACTED] | [REDACTED] | [REDACTED] | 7/1/2017 | 6/30/2018 |
| UCS Board of Directors | Ms. Leslie Prystup Emory | [REDACTED] | [REDACTED] | [REDACTED] | 7/1/2017 | 6/30/2020 |
| UCS Board of Directors | Mr. Anthony Crear | [REDACTED] | [REDACTED] | [REDACTED] | 7/1/2017 | 6/30/2019 |
| UCS Board of Directors, Vice Chair | Rev. Byron Franklin | [REDACTED] | [REDACTED] | [REDACTED] | 7/1/2017 | 6/30/2020 |
| UCS Board of Directors, Secretary | Mr. Kyle Edmonds | [REDACTED] | [REDACTED] | [REDACTED] | 8/1/2017 | 6/30/2019 |
| UCS Board of Directors, Treasurer | Ms. Veronica Triplett | [REDACTED] | [REDACTED] | [REDACTED] | 7/1/2017 | 6/30/2020 |
| UCS Board of Directors, Ex Officio | Dr. Jan Miller | [REDACTED] 39301 | [REDACTED] | [REDACTED] | 7/1/2017 | Perpetual |
| UCS, Head of School | Dr. JJ Wedgworth | [REDACTED] | [REDACTED] | [REDACTED] | 9/1/2017 contract start date | 6/30/2018 contract end date |

The **University Charter School Board of Directors** is invested with the powers and duties to ensure, and will be ultimately responsible for, the successful operations and activities of the University Charter School. The remaining members of the school's leadership team serve in an advisory capacity to help ensure success. The UCS Board of Directors is comprised of local and regional leaders who bring a vast array of experiences to the Board. The initial Directors include a former Chancellor of the University of Alabama system, two former K-12 educators, one of whom now is the CEO of a local corporation and one who previously served on a K-12 school board, a local pastor who formerly served on the Auburn University Board of Trustees, a county engineer, and two parent representatives who have been thoroughly involved in the application process for the University Charter School.

These directors have shown a commitment to the long-term success of the University Charter School and will demonstrate control in ensuring its success. The UCS Board of Directors is composed of Mr. Micky Smith, Director, ALFA Environmental Center and UCS Board of Directors Chair ; Rev. Byron Franklin, Senior Pastor Living Word Church, Livingston, AL; Ms. Veronica Triplett, Director, UWA Center for Business and Entrepreneurial Services; Mr. Kyle Edmonds, Vice-President & Partner, Mitchell Signs; Dr. Robert Wit, President Emeritus University of Alabama; Mr. Anthony Crear, Sumter County Engineer; Ms. Leslie Prystup Emory, Chief Executive Officer, Prystup Packaging, Livingston, Alabama; and Dr. Jan Miller, Dean, UWA College of Education (Ex Officio).

Mr. Micky Smith

Professor Emeritus of Mathematics, University of West Alabama
Director, ALFA Environmental Center

President and Member, Board of Directors – University Charter School, Inc.

Graduate, University of West Alabama – B.S. & M.Ed. in Mathematics

Mr. Smith, a long-time resident of Sumter County, has deep roots in Sumter County and broad involvement in the community. He is a former classroom teacher in the local school system, experienced in curriculum development, organizational leadership, and fund raising, and has held a number of wide-ranging community, regional and university leadership roles. Mr. Smith has had extensive parental involvement in public and private schools in Sumter County for many years. He will contribute in numerous ways to the UCS's governance, administration, instruction, performance management and community engagement.

Rev. Byron Franklin

Senior Pastor, Living Word Church, Livingston, Alabama

Vice President and Member, Board of Directors – University Charter School, Inc.

Graduate, Auburn University, B.S. in Education; Graduate of Leadership Alabama; Graduate of Leadership Development Development/Ministry Training Institute, Faith Chapel Christian Center; Licensed and ordained minister

Rev. Franklin has served 12 years on the Board of Trustees at Auburn University. He is a former NFL wide receiver for the Buffalo Bills and Seattle Seahawks, and has wide-ranging experience in leadership development, marketing and public relations, and education and athletics at the middle & high school and university levels. With his background, he will bring expertise to the areas of community and parental engagement, governance and leadership.

Ms. Veronica M. Triplett

Director, Center for Business & Entrepreneurial Services and Adjunct Faculty, University of West Alabama

Secretary and Member, Board of Directors, University Charter School, Inc.

Graduate, University of West Alabama – B.S. in Business Administration; M.S. in Counseling and Psychology; M.B.A.

Ms. Triplett has extensive involvement in and is connected to a wide range of community and university functions and leadership roles. She has expertise in economic, workforce and business development, community development, strategic planning, grant writing, and budget and financial development. As a member of charter school application team and the UCS Board of Directors she will contribute in numerous ways to the charter school in the areas of curriculum, instruction and engagement, financial management, and parental and community engagement.

Mr. Kyle B. Edmonds

Vice President & Partner, Mitchell Signs

Secretary and Member, Board of Directors, University Charter School, Inc.

Graduate, University of Alabama – Bachelor of Science in Commerce & Business Administration

Kyle was born and raised in Livingston where he resides with his wife Mary Grace and their two children Laine and Pierce. He is Vice President and partner of Mitchell Sign Company in Meridian, MS. He is active in many industry organizations including the International Sign Association (ISA) where he was recently selected as a member of the Elite Program and he also Chairman in the World Sign Associates (WSA). Prior to his business career, Kyle earned his Bachelor of Science in Commerce & Business Administration degree from the University of Alabama after transferring from the University of West Alabama. Kyle is accustomed to the fast, upbeat sign industry and is one-part executive, one-part entrepreneur, and two-parts perfectionists. He is well connected in the community and very passionate about everything in which he is involved.

Dr. Robert E. Witt

Professor & President Emeritus, University of Alabama

Member, Board of Directors, University Charter School, Inc.

Graduate, Bates College – B.A. in economics; graduate, Dartmouth College – M.B.A.; and graduate, Penn State University – Ph.D. in business administration.

Dr. Witt demonstrates extensive leadership experience in higher education, academic development, finance, marketing, fund development, economic development, and in a wide array of professional, academic and community board leadership roles. He served as President of the University of Alabama from 2003 – 2012; and as Chancellor of the University of Alabama System from 2012 – 2016. An exceptional statewide leader, he will contribute in numerous ways to leadership, administration, governance, fund development and marketing and public relations.

Mr. Anthony Crear

County Engineer, Sumter County, AL

Member, Board of Directors, University Charter School, Inc.

Graduate, University of Alabama – B.S. in civil engineering.

Mr. Crear, a Sumter County native, is deeply rooted in the community, and he is involved in a variety of civic, educational and professional activities in the region. He has expertise in planning and development, multi-million-dollar budget management, county government, and project management. As a parent and public servant, he will contribute to parental and community engagement, budget management, and overall management of UCS.

Ms. Leslie Prystup Emory

Chief Executive Officer, Prystup Packaging Products, Inc., Livingston, Alabama

Member, Board of Directors, University Charter School, Inc.

Graduate, University of West Alabama – B. S. in Physical Education & Health

Ms. Prystup leads a major industry in the community and region and has extensive experience in management, business development, accounting and finance, human resources, and manufacturing operations. In addition, she is involved in workforce development, community and civic and community endeavors. With her successful background, she will be a valuable asset in the areas of administration and governance, budget and finance management, performance management, and community engagement.

Dr. Jan Miller, *Ex Officio*

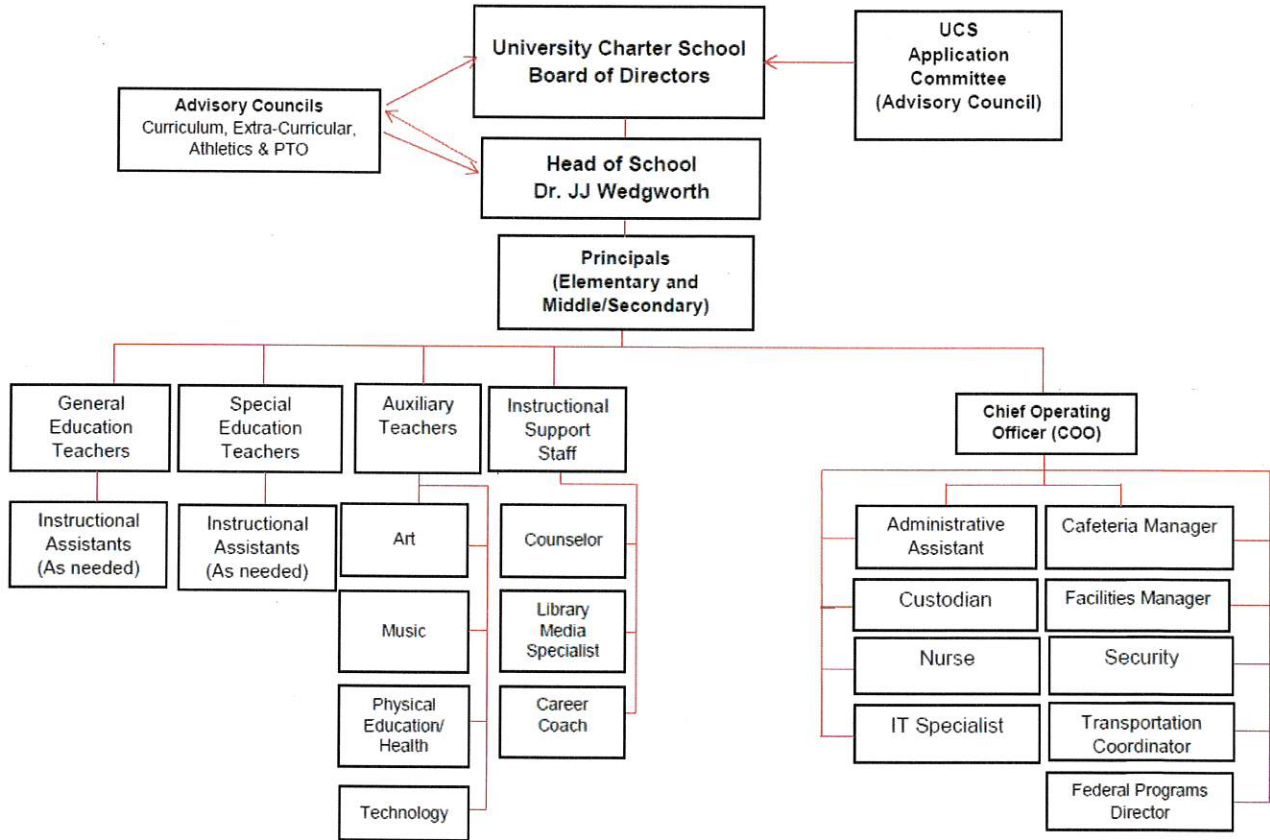
Dean, UWA College of Education

Ex Officio Member, Board of Directors, University Charter School, Inc.

Graduate, UWA (then Livingston University), B.S. and M.Ed. in Elementary Education, Mississippi State University, Ed.S. in Elementary Education; NOVA Southeastern University, Ed.D. in Educational Leadership

Dr. Miller serves as Dean and as an online professor and teaches instructional leadership courses. Dr. Miller has worked at UWA for nine years and has served in a variety of roles within the institution. She has been an assistant

professor, served as the Chair for Instructional Leadership and Support department, and served as the Dean for Online Programs. Most recently, Dr. Miller and the COE Leadership Team underwent a successful NCATE site visit and were recently awarded a \$3 million Teacher Quality Partnership (TQP) grant. Grant funds will be utilized to strengthen the partnership with two local school districts. Prior to working at UWA, Dr. Miller worked as a principal and a teacher in Mississippi. She has seven years of teaching experience and fifteen years of experience as a school principal. She successfully transformed two underperforming schools into high performing schools in Mississippi. Dr. Miller has provided numerous professional development trainings to teachers and leaders within the region.



Attachment 4: Educational Program Terms and Design Elements

| | |
|---------------------|---|
| School Name: | University Charter School |
| Mission: | The mission of University Charter School is to be a rural, diverse K-12 school that cultivates independent thought, promotes the building of character and civic responsibility and is committed to preparing all students for personal and professional success through the discovery of individual learning pathways in a rigorous and integrated Science, Technology, Reading, Engineering, Arts, and Mathematics (STREAM) focused, project-based and place-based curriculum. |
| Vision: | The vision of University Charter School is to become a collaborative rural model for producing adaptable learners that have a strong sense of place, mission, and rural identity who recognize the value of collaboration within a school, across a community, and between diverse rural regions. |
| Goals: | <ul style="list-style-type: none"> • Establish an innovative, academically rigorous, diverse and safe educational opportunity as another choice within the larger educational system in Sumter County • Create a climate of inclusivity where all learners have the opportunity to REACH their full potential • Prepare all students for personal and professional success through the discovery of individual learning pathways in a rigorous and integrated Science, Technology, Reading, Engineering, Arts, and Mathematics (STREAM) focused, project-based and place-based curriculum • Offer an integrated college and career readiness platform that will provide a one-stop shop for self-discovery, career planning, college exploration, and academic preparation |
| Objectives: | <ul style="list-style-type: none"> • Implement a project/place-based curriculum that supports a strong foundation in 21st Century Skills, as well as, College and Career Readiness Standards through a cross-disciplinary approach to teaching Science, Technology, Reading, Engineering, and Math • Develop a school culture that embraces the 5Cs, including communication, collaboration, critical thinking, creativity, and character education through implementation of <i>The Leader in Me (K-6)</i> and <i>The 7 Habits of Highly Effective Teens (7-12)</i> • Cultivate relationships with parents, trusted adults, and the community at-large through the development of a variety of strategies, including but not limited to, parent involvement activities, a Sumter County Youth Leadership Program and a Leadership Sumter program • Expose students to career options by way of Career Academies that are integrated into the K-12 experience, therefore, providing opportunities for career exploration and discovery, reinforcing what it means to be college and career ready in today's marketplace, and that embody apprenticeships and/or internships that address the five industry clusters within Region 3, including automotive, health care, construction, manufacturing and professional and business services • Promote postsecondary technical or academic dual enrollment beginning in the ninth grade |

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| <p>Education Program Term #1: REACH Model</p> | <p>REACH Model. University Charter School’s overall goal is to REACH every child through <i>‘Rethinking & Renewing Rural Education: Achieving Collaborative Heights’</i>; therefore, the concepts of balance, inclusion, courage, integrity, distinction, and stewardship will be key elements to the success of the REACH model. Together, UCS and the community will leverage their shared physical and human assets to help kids succeed. UCS will have an integrated focus on academics, health and social services, youth and community development, and community engagement that will lead to improved student learning through stronger families and a healthier community. UCS will offer a personalized curriculum for every student that emphasizes place-based, real-world learning and community problem-solving. UCS will function as a rural community hub that brings together the community and many partners to offer a range of supports and opportunities to children, youth, families, and the community. UCS will work with its partners to ensure that:</p> <ul style="list-style-type: none"> ✓ children are ready to enter school ✓ students attend school consistently ✓ students are actively involved in learning ✓ students are actively involved in their community ✓ families are increasingly involved in their children’s education ✓ students are engaged with families and communities ✓ students succeed academically ✓ students are healthy – physically, socially, and emotionally ✓ students live and learn in a safe, supportive, and stable environment ✓ the community is a desirable place to live |
| <p>Education Program Term #2: Project/Place-based teaching and learning</p> | <p>Project/Place-based teaching and learning. Project-based learning is a data-driven and data-supported approach that integrates different content areas and takes on a holistic approach to learning. Place-based learning strengthens children's connections to others and to the regions in which they live. It enhances achievement, but more importantly, it helps overcome the alienation and isolation of individuals that have become hallmarks of modernity. By reconnecting rather than separating children from the world, place-based education serves both individuals and communities, helping individuals to experience the value they hold for others and allowing communities to benefit from the commitment and contributions of their members.</p> |
| <p>Education Program Term #3: Student-centered Framework</p> | <p>Student-centered Framework. The <i>Students at the Center Framework</i> defines a core set of research-based principles known for driving powerful teaching and learning designed to ensure all students develop high-level knowledge, skills, and dispositions needed for success in college, careers, and civic life. The four key principles of student-centered learning include: 1) Learning Is Personalized, 2) Learning Is Competency-Based, 3) Learning Takes Place Anytime, Anywhere, and 4) Students Have Agency and Ownership Over Their Learning.</p> |
| <p>Education Program Term #4: STREAM Curriculum</p> | <p>STREAM Curriculum is an expansion of STEM. It is an acronym for Science, Technology, Reading, Engineering, the Arts and Math. At UCS our goal is to educate the whole child; therefore, we have taken the principals of STEM infused reading across all subjects and added the arts to provide students the creative thinking skills necessary to communicate and advance STEM in the real world. STREAM is also a visual description of flowing water. In the</p> |

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| | classroom, STREAM is the flow of ideas over and across several subject areas. Equally important is the fact that the success of the STREAM program at any school will require a constant flow of communication, collaboration and planning among community, school, administration, staff, parents and students. |
| Education Program Term #5: Plan, Do, Check, Act Model | Plan, Do, Check, Act Model. The PDCA Cycle (Plan-Do-Check-Act) is a systematic series of steps for gaining valuable learning and knowledge for the continual improvement of a product or process. The cycle begins with the Plan step. This involves identifying a goal or purpose, formulating a theory, defining success metrics and putting a plan into action. During the planning stage, student learning outcomes and supporting activities will be established and reviewed. These outcomes and activities are followed by the Do step, in which the components of the plan are implemented, such as making a product or implementing a process that provide the students learning opportunities that support the learning outcomes. Next is the Check or study step, where outcomes are monitored to test the validity of the plan for signs of progress and success, or problems and areas for improvement. This step allows for gathering, analyzing, and interpreting the evidence/data that informs how well student learning met the outcomes. The Act step closes the cycle, integrating the learning generated by the entire process, which can be used to adjust the goal, change methods or even reformulate a theory altogether. The Act step provides critical adjustments to be made whereby results from the Check step are used to fine-tune the outcomes and further identify student learning opportunities. These four steps are repeated as part of a never-ending cycle of continual improvement. Following the PDCA process will provide continuous, real-time data that can be used for all forms of learning targets, outcomes, and applicable assessment strategies. |
| Geographic Area Served: | The primary catchment area is Sumter County . |
| Location: | 108 School Street/PO Box 1053, Livingston, Alabama 35470 |
| Grades Served 2018-2019: | PK-8 |
| Grades Served at Capacity: | PK-12 |
| Projected Enrollment 2018-2019: | 153 (minimum), 220 (expected), 350 (maximum) |
| Projected Enrollment at Capacity: | 600 |
| Educational Service Provider: | N/A |

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

Attachment 5: Conflict of Interest Policy

CONFLICT OF INTEREST POLICY

Article I

Purpose

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

Article II

Definitions

1. Interested Person

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

2. Financial Interest

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

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

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

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

Article III

Procedures

1. **Duty to Disclose**

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

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

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

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

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

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

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to

disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV

Records of Proceedings

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

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.
- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V

Compensation

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

Article VI

Annual Statements

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

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and

- d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII

Periodic Reviews

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

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

Article VIII

Use of Outside Experts

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

Attachment 6: Education Service Provider (ESP) Contract Guidelines

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

are both directly developed and paid for by the Contract School; or (ii) were developed by the ESP at the direction of the Contract School Governing Board with Contract School funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the Contract School's proprietary rights over curriculum or educational materials that are developed by the ESP from funds from the Contract School or that are not otherwise dedicated for the specific purpose of developing Contract School curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the Contract School are subject to state disclosure laws and the Open Records Act.

13. ESP agreements involving employees must be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the Contract School. If the ESP leases employees to the Contract School, the ESP agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Contract School or working on Contract School operations. If the Contract School is staffed through an employee leasing agreement, legal confirmation must be provided to the Contract School Governing Board that the employment structure qualifies as employee leasing.
14. ESP agreements must contain insurance and indemnification provisions outlining the coverage the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance for the Contract School Governing Board that is required according to the Contract. Insurance coverage must take into account whether or not staff at the school are employees of the ESP or the School.
15. Marketing and development costs paid by or charged to the Contract School shall be limited to those costs specific to the Contract School program and shall not include any costs for the marketing and development of the ESP.
16. If the Contract School intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not be a part of or incorporated into the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the School.

Attachment 7: Physical Plant

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

Physical Plant Description:

University Charter School intends to operate initially in an independent facility owned by the University of West Alabama and leased by University Charter School. In partnership with UCS (See Attached Facility MOU, **Attachment 21 of UCS Application**), UWA has agreed to provide UCS with certain existing facilities as well as opportunities for future UCS facilities to be constructed on vacant property located on the UWA campus. The attached MOU provides evidence of this agreement with a term of 5 years and a UCS option to renew. This classroom space and office space will be provided in accordance with Alabama Building Code and Alabama Fire Protection Code and any other requirements set forth in Act 2015—3 including but not limited to restrooms, fire safety, campus security, air quality control, and weather proofing (See **Attachment 22 of UCS Application** for facility drawings and facility MOU).

The proposed facility options are as follows:

Option A: Lyon Hall and Hughes Gym. Lyon Hall and Hughes Gym, acquired by UWA in 2011, and former home of Livingston High School, is a 68,615 square foot newly renovated, state of the art facility fully equipped with classrooms, meeting space, office space, gym and designated cafeteria space. This space will accommodate a capacity of up to 600 students (PreK-12th Grade).

Option B: Armory, Foust Hall, and Bibb Graves Hall. Option B includes the use of multiple facilities including but not limited to, The Armory to house the elementary school grades, Foust Hall to house the middle school grades, and Bibb Graves Hall to house the high school grades. This facility option would still allow UCS to have a capacity of 600 students (PreK-12th Grade). (See MOU in **Attachment 21 of UCS Application** for more details)

The first and best option for facilities is Lyon Hall. This is an attractive option because it is newly renovated, essentially move-in ready, and provides a suitable capacity. In addition, the UWA College of Education is located in Lyon Hall, which makes Lyon Hall an excellent fit for UCS.

UWA purchased Lyon Hall and Hughes Gym (collectively referred to as “Lyon Hall”) from the Sumter County Board of Education in 2011. Lyon Hall is the location of the old Livingston High School. The statutory warranty deed recording the purchase of Lyon Hall did not contain any restrictions on the use of Lyon Hall for a K-12 school. However, James H. Patrenos, Jr., an attorney involved in the drafting of the deed, filed a Scrivener’s Affidavit (“the affidavit”) on April 3, 2017 (six years later). The affidavit states that the deed failed to recite covenants which were agreed upon by UWA and the Sumter County Board of Education that prohibited UWA from permitting Lyon Hall to be utilized for any K-12 school including a charter school. The Sales Contract contains this limiting language, but the deed does not contain this limiting language.

UWA believes the language of the statutory warranty deed controls so that there are no restrictions on the use of Lyon Hall for a K-12 school. Additionally, it is UWA’s position that Mr. Patrenos’ affidavit does not reform the statutory warranty deed. In UWA’s view, this is not a proper use or the purpose of a Scrivener’s Affidavit. The parties must mutually agree to any reformation of the deed.

Additionally, UWA believes that any restriction on the use of Lyon Hall for a K-12 school would be against public

policy. For instance, the following statutory language is included on the Alabama State Department of Education's website: "A public charter school will have a right of first refusal to purchase or lease at or below fair market value a closed or unused public school facility or property located in a school system from which it draws its students if the school system decides to sell or lease the public school facility or property." Ala. Code § 16-6F-11(b). Further, it is in the best interest of prospective UCS students for Lyon Hall to be used for UCS' K-12 facility. It should be against public policy for the Sumter County Board of Education or any other person or entity to prevent the use of an available facility that will best serve children of the area.

UWA / UCS have provided the above information for purposes of transparency. UWA and UCS will respond to any attempt by the Sumter County Board of Education to limit the use of Lyon Hall as a K-12 charter school facility with the positions set forth above as well as with other facts, citations, etc. that may arise.

Of course, if the Charter School Commission prefers or decides using Lyon Hall is not the best option for the reasons set forth above or any other reason, UCS will be happy to use the second option for facilities that is set forth in this application. The second option will also provide UCS with quality facilities. The facilities to be used under either options meet the zoning requirements for a school.

Site Plans-to be provided

Floor Plans-Attachment 22 of UCS Application

Lease Agreement-Attachment 21 of UCS Application, MOU with University of West Alabama

Certificate of Use and Occupancy-to be provided

**Charter School
Physical Plant Description**

1. The address and a description of the site and physical plant (the "Site") of **University Charter School** (the "School") is as follows:

Address: 108 School Street, Livingston, Alabama 35470

Description: **Option A: Lyon Hall and Hughes Gym.** Lyon Hall and Hughes Gym, acquired by UWA in 2011, and former home of Livingston High School, is a 68,615 square foot newly renovated, state of the art facility fully equipped with classrooms, meeting space, office space, gym and designated cafeteria space. This space will accommodate a capacity of up to 600 students (PreK-12th Grade).

Configuration of Grade Levels: PK-8

Term of Use: Term of Contract, 5 years with the option to renew

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-Attachment 7 of Contract
 - b. Size of building-Attachment 7 of Contract and Attachment 22 of UCS Application
 - c. Scaled floor plan-Attachment 7 of Contract
 - d. Copy of executed lease or purchase agreement-to be provided
3. In addition, the School and the Commission or its designee hereby acknowledge and agree that the School shall not conduct classes or operate as a public charter school in this state until it has obtained the necessary fire, health, and safety approvals for the above-described facilities. These approvals must be provided by the School to the Commission's Executive Director in advance of any such occupancy and must be acceptable to the Commission or its designee, in his/her sole discretion, prior to the School operating as a public charter school.
4. If the site described above is not used as the physical plant for the School, this Attachment of this contract between the School and the Commission must be amended pursuant to the Terms and Conditions of Contract, to designate, describe, and agree upon the School's physical plant. The School must submit to the Commission or its designee complete information about the new site or facilities. This information includes that described in paragraphs 1, 2, and 3 of this Attachment. The School shall not conduct classes as a public charter school in this state until it has submitted all the information described above to the satisfaction of the Commission by way of a request to amend this Contract and the amendment regarding the new site has been executed by the Commission or its designee.
5. The School agrees to comply with the single site restrictions contained in this Attachment for the configuration of grade levels identified at the site, except as may be permitted with the express permission of the Commission or its designee. Any changes in the configuration of grade levels at the site requires an amendment to this Attachment pursuant to the Terms and Conditions of the Contract set forth above.

Attachment 8: Statement of Assurances

STATEMENT OF ASSURANCES

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

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

1. The School shall have a fully independent governing board that will exercise autonomy in all matters, to the extent authorized the Act.
2. The School has tax exempt status under section 501(c)(3) of the Internal Revenue Code of 1986 (26 U.S.C. Sec. 501(c)(3)), is not be a sectarian or religious organization, and shall be operated according to the terms of a charter contract executed with the Alabama Public Charter School Commission.
3. The School shall function as a local education agency under applicable federal laws and regulations, shall be responsible for meeting, and shall meet the requirements of local education agencies and public schools under those federal laws and regulations, including but not limited to:
 - a. Compliance with the individuals with disabilities education improvement act (IDEA, 20 U.S.C. Sec. 1401 et seq.).
 - b. Compliance with the federal educational rights and privacy act (FERPA, 20 U.S.C. Sec. 1232g).
 - c. Compliance with the elementary and secondary education act (ESEA, 20 U.S.C. Sec. 6301 et seq.).
 - d. Compliance with requirements that ensure a student's records, and, if applicable, a student's individualized education program, will follow the student, in accordance with applicable federal and state law.
 - e. Compliance with the *Every Student Succeeds Act*, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option and assessments.
 - f. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681).
 - g. Compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794).
 - h. Compliance with Title II of the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101).
4. The School shall hire, manage, and discharge any charter school employee in accordance with state laws and the School's charter contract.
5. The School shall receive and disburse funds solely in accordance with the purposes of the charter school.

6. To the extent it enters into contracts with any school district, educational service district, or other public or private entity for the provision of real property, equipment, goods, supplies, and services, including educational instructional services and including for the management and operation of the charter school, the School shall do so to the same extent as other non-charter public schools, as long as the School's governing board maintains oversight authority over the charter school.
7. The School shall not enter into any contracts for management operation of the charter school except with nonprofit organizations.
8. To the extent it enters into contracts with other entities regarding real property, the School shall include provisions regarding the disposition of the property if the charter school fails to open as planned or closes, or if the charter contract is revoked or not renewed.
9. To the extent it issues secured and unsecured debt, including pledging, assigning, or encumbering its assets to be used as collateral for loans or extensions of credit to manage cash flow, improve operations, or finance the acquisition of real property or equipment, the School shall not pledge, assign, or encumber any public funds received or to be received.
10. The School shall ensure that no debt incurred by the School is a general, special, or moral obligation of the state or any other political subdivision or agency of the state.
11. The School shall not pledge either the full faith and credit or the taxing power of the state or any political subdivision or agency of the state for the payment of the debt.
12. To the extent it solicits, accepts, and administers for the benefit of the charter school and its students, gifts, grants, and donations from individuals or public or private entities, the School shall not solicit, accept, and administer any such gifts, grants or donations from sectarian or religious organizations and shall not accept any gifts or donations the conditions of which violate state laws.
13. The School shall issue diplomas to students who meet state high school graduation requirements established by the Department even though the charter school governing board may establish additional graduation requirements.
14. The School shall not levy taxes or issue tax-backed bonds and shall not acquire or attempt to acquire property by eminent domain.
15. The School shall operate according to the terms of its charter contract and the Act.
16. The School shall comply with local, state, and federal health, safety, parents' rights, civil rights, and nondiscrimination laws applicable to school districts and to the same extent as school districts.
17. The School shall provide basic education, including instruction in the essential academic learning requirements and shall participate in the statewide student assessment system.
18. The School shall employ certificated instructional staff as required by Federal program regulations.
19. The School shall adhere to generally accepted accounting principles and be subject to financial examinations and audits as determined by the Department, including annual audits for legal and fiscal compliance.

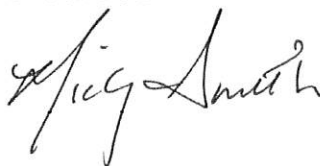
20. The School shall comply with the open public meetings act and public records requirements.
21. The School shall be subject to and comply with all legislation governing the operation and management of charter schools.
22. The School shall comply with all state statutes and rules made applicable to the charter school in the school's charter contract.
23. The School shall not engage in any sectarian practices in its education program, admissions or employment policies, or operations.
24. The School shall be subject to the supervision of the State Superintendent and the State Board of Education, including accountability measures, to the same extent as non-charter public schools, except as otherwise expressly provided by law.
25. The School shall not limit admission on any basis other than age group, grade level, or capacity and must enroll all students who apply within these bases and shall be open to any Alabama student regardless of his or her location of residence.
26. The School shall not charge tuition, but may charge fees for participation in optional extracurricular events and activities in the same manner and to the same extent as do non-charter public schools.
27. If capacity is insufficient to enroll all students who apply to the charter school, the School must select students through a lottery as provided in the Act.
28. The School's Governing Board shall annually determine the capacity of the School in consultation with the Commission and with consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in the charter contract, and assure that its student enrollment does not exceed the capacity of its facility.
29. The School shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to its facilities and property.
30. The School has disclosed any real, potential, or perceived conflicts of interest that could impact the approval or operation of the School.
31. The School shall, within sixty days of approval of its charter application, execute a charter contract with the Commission, containing the terms set forth by the Commission and the terms required by the Act, as well as future rules adopted by the Commission.
32. The School shall meet any reasonable preopening requirements or conditions imposed by the Commission, including, but not limited to, requirements or conditions to monitor the start-up progress of the School, to ensure that the School is prepared to open smoothly on the date agreed, and to ensure that the School meets all building, health, safety, insurance, and other legal requirements for school opening.
33. The School shall comply with, and fully participate in, any activity by the Commission that the Commission deems necessary for it to monitor, engage in oversight, and/or engage in corrective action.

34. The School shall comply with any corrective actions or sanctions imposed upon it by the Commission.
35. The School shall comply with all renewal and nonrenewal actions required of it by the Commission or by law.
36. The School shall comply with any nonrenewal of termination actions imposed by the Commission.
37. The School shall report student enrollment in the same manner and based on the same definitions of enrolled students and annual average full-time equivalent enrollment as other public schools.
38. The School shall comply with applicable reporting requirements to receive state or federal funding that is allocated based on student characteristics.
39. The School shall, at all times, maintain all necessary and appropriate insurance coverage.
40. The School shall indemnify and hold harmless the Commission and its officers, directors, agents, and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the School or its operation.
41. The School's governing body has adopted a resolution or motion that authorizes the submission of the School's Charter School Application, including all understandings and assurances contained herein, directing and authorizing the School's designated representative to act in connection with the application and to provide such additional information as may be required by the Commission.
42. The School understands that the Commission will not reimburse the School for any costs incurred in the preparation of this application. All applications and associated materials become the property of the Commission, and the School claims no proprietary right to the ideas, writings, items, or samples, unless so stated in the application.
43. The School agrees that submission of the application constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, the School has described those exceptions in detail on a page attached to this document. The School understands that the Commission is not bound by any of the changes that the School has proposed to the sample contract and that if its application is approved the specific terms and provisions of the contract will be negotiated.
44. The School grants the Commission, or its representatives, the right to contact references and others who may have pertinent information regarding the ability of the School, its Governing Board members, proposed management, and lead staff to perform the services contemplated by the application.
45. The School grants the Commission, or its representatives, the right to conduct criminal background checks as part of the evaluation process. Signed consent forms from each of the impacted individuals are attached.
46. The School is submitting proposed Contract exceptions or changes: Yes No
If Contract exceptions are being submitted, the School has attached them to this form. Contract changes are embedded within the draft of the contract.

- 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.

University Charter School

NAME OF SCHOOL



SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

9-15-2017

DATE

Mr. Micky Smith, UCS Board of Directors, President

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.

Attachment 10: Enrollment Policy

University Charter School's (UCS) primary catchment area is Sumter County, Alabama. In accordance with the Alabama School Choice and Student Opportunity Act, a secondary enrollment period will extend beyond the primary catchment area if the primary enrollment period does not put the school at capacity.

UCS intends for primary open enrollment to include only Sumter County residents and admission will be taken on a first come first serve basis, assuming that the primary enrollment numbers do not exceed capacity. Once primary enrollment is complete, UCS will execute a secondary enrollment period(s) that will also include students from all other counties until the school reaches capacity. If at any point the number of applications exceeds facility capacity, applicants will be assigned a number, and a random lottery drawing will be held to enroll the number of students who can be accommodated within the capacity limits.

University Charter School's (UCS) enrollment will be open first to Sumter County, Alabama, students. Enrollment preferences will be given to students enrolled in the public charter school the previous year and to siblings of students already enrolled in the public charter school. UCS will also give enrollment preference to children of UCS Board of Directors and UCS full-time employees, limiting this preference to no more than 10% of the UCS student population. Subsequent enrollment will be allowed for any Alabama resident until the school reaches its maximum facility capacity.

Attachment 11: Request for Proposals for Service Providers

[RFP]

N/A

Attachment 12: Public Charter School Application

[CHARTER SCHOOL APPLICATION]