

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION



PUBLIC CHARTER SCHOOL RENEWAL CONTRACT

CHARTER CONTRACT FOR CHARTER AUTHORIZERS

PURPOSE

Pursuant to the *Alabama School Choice and Opportunity Act* (ALABAMA CODE (1975) §§ 16-6F-1 – 16-6F-11) (hereinafter, “the Act”), the Alabama Public Charter School Commission (the “Commission”) reviews applicable applications; approves or rejects applicable applications; enters into charter contracts with applicants; oversees public charter schools; and decides whether to renew, not renew, or revoke charter contracts. A charter contract is a fixed-term renewable contract between a public charter school and an authorizer 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. If the Commission elects to use other professional entities’ resources in developing a charter contract and/or any other public charter school document, the Commission must seek the entity’s permission for re-use; then meet its requirements for re-using, acknowledging, and attributing their work back to them.

COMMISSION’S ACKNOWLEDGMENT AND ATTRIBUTION

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

PUBLIC CHARTER CONTRACT

INSTRUCTIONS

NOTE

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

- *Alabama School Choice and Student Opportunity Act (Alabama Code (1975) §§ 16-6F-1 – 16-6F-11)*
 - *Public Charter School Rules and Regulations*
 - *Principles & Standards for Quality Charter School Authorizing (2012 Edition)*
 - 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.**

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| <ul style="list-style-type: none"> • Terms and Conditions • Parties • Recitals • Article I: Purpose, Term and Conditions Precedent • Article II: Definitions • Article III: School's Purpose • Article IV: Governance • Article V: General Operational Requirements • Article VI: Enrollment • Article VII: Tuition and Fees | <ul style="list-style-type: none"> • Article VIII: Educational Program/Academic Accountability • Article IX: Financial Accountability • Article X: School Facilities • Article XI: Employment • Article XII: Insurance and Legal Liabilities • Article XIII: Oversight and Accountability • Article XIV: Commission's Rights and Responsibilities • Article XV: Breach of Contract, Termination, and Dissolution • Article XVI: Miscellaneous Provisions • Article XVII: Notice |
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ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

PUBLIC CHARTER SCHOOL RENEWAL CONTRACT

**CHARTER SCHOOL RENEWAL CONTRACT
FOR THE OPERATION OF i3 ACADEMY**

PARTIES:

Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

Governing Board: Woodlawn Community Charter School, an Alabama nonprofit corporation dba i3 Academy

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PARTIES

This agreement is executed, by and between the Alabama Public Charter School Commission (“Commission”) and Woodlawn Community Charter School, an Alabama nonprofit corporation d/b/a i3 Academy (referred to herein as both the “Governing Board” and the “School”), for the continued operation of i3 ACADEMY (“School”).

ARTICLE I : PURPOSE, TERM AND CONDITIONS PRECEDENT

Section I.1 Purpose

This Contract outlines the roles, powers, responsibilities, and performance expectations for the School's establishment and operation of i3 ACADEMY, a public charter school. The School must comply with all of the terms and provisions of this Charter School Contract ("Contract") and all applicable rules, regulations, and laws.

Section I.2 Term of Contract

On June 28, 2019, the Parties previously entered into an agreement for the establishment of i3 Academy. On October 15, 2024, the Authorizer approved the renewal application and adopted a resolution extending the School's Charter Contract for an additional five-year term.

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 codified in Alabama Code §§ 16-6F-1 *et seq.* to provide for public charter schools.

APPLICANT. A nonprofit organization 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. For purposes of this Contract, the Authorizer is the Commission.

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. For purposes of this Contract, the Governing Board is Woodlawn Community Charter School, an Alabama nonprofit corporation exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code. A governing board shall have at least 20 percent of the membership of its board of directors 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 III.1 Executive Summary

i3 Academy stands for Imagine. Investigate. Innovate. These three words represent the skills that teachers and leaders will foster and develop within learners who attend i3 Academy. These words will guide the teaching and learning at i3 and provide a framework to communicate the authentic learning that students can experience at i3.

Our mission is to empower learners to become agents of change who solve the problems they see in their world. We envision a world in which all learners are equipped to excel in a global society.

At i3 Academy, we believe that all children deserve access to enriching and appropriately challenging learning experiences that prepare them for success in college, career, and life. Our network of schools serves as a cornerstone of holistic neighborhood revitalization efforts across Birmingham. i3 Academy Elementary, located in the heart of the Woodlawn community, provides families with an innovative educational option that emphasizes strong academics, social-emotional learning, and project-based learning with STEAM integration. i3 Academy Middle School, located in the East Lake community, continues this mission by supporting early adolescence through a rigorous, student-centered approach that fosters independence and critical thinking. Our high school, co-located on the Jefferson State Community College campus in Center Point, offers a unique opportunity for students to build individualized pathways that include dual enrollment, technical certifications, and real-world experiences. Across all campuses, i3 learners are equipped with the foundational skills, mindsets, and opportunities they need to become problem solvers in a complex and ever-changing global workforce.

The i3 Academy network currently serves students in grades K–9 across three campuses, with plans to grow to a full K–12 continuum by the 2027–2028 school year. Our student population is intentionally reflective of the racial, ethnic, and socioeconomic diversity of the communities we serve. i3 Academy Elementary, located in the Woodlawn community, opened in Fall 2020 as part of a broader neighborhood revitalization effort. i3 Academy Middle School, located in East Lake, and i3 Academy High School, co-located on the Jefferson State Community College campus in Center Point, expand our mission to provide high-quality, equitable educational opportunities throughout Birmingham. In the Woodlawn community alone—home to approximately 5,935 residents—18.6% of adults lack a high school diploma or equivalent. Additionally, 30.9% of households earn less than \$15,000 annually, compared to 22.7% across the City of Birmingham. The unemployment rate in Woodlawn is 11%, exceeding the citywide rate of 7.4% (U.S. Census Bureau, 2018). These indicators highlight the urgent need for innovative, community-driven schools like i3 Academy that equip students with the skills, support, and opportunities needed to thrive.

Educational outcomes of students in poverty are impacted by a range of factors including presence of toxic stress, lack of enrichment opportunities, poor school attendance, limited access to professional role models, limited parental educational attainment, and poor early access to literacy. (Rothstein, 2008).

Other academic factors that are more prevalent in students from poverty include developmental delays and learning disabilities. Students from poverty are more likely to repeat a grade, be expelled or suspended from school, and dropout of high school. (Brooks-Gunn & Duncan, 1997). Birmingham City Schools academic data from the ACT Aspire 2017 illustrates the projected academic need of students who will attend i3 Academy.

Table 1. ACT Aspire 2017, Birmingham City Schools

Proficiency	Exceeding	Ready	Close	In Need of Support
3rd Grade Reading	6%	12%	20%	62%
5th Grade Reading	6%	11%	25%	58%
3rd Grade Math	8%	27%	32%	33%
5th Grade Math	3%	15%	59%	23%

i3 Academy seeks to address anticipated academic needs of Birmingham City Schools. By creating a robust academic program that centers on math and literacy foundations with individualized and targeted support, i3 Academy will share in the effort to increase the percentage of annual growth targets.

Poverty has both academic and non-academic impacts on children. The following outcomes have been identified as an effect of poverty (Brooks-Gunn & Duncan, 1997):

In the area of physical health, children in poverty are more likely to:

- Be born with a low birth weight.
- Have lead poisoning.
- Spend more days sick in bed.
- Have more short-stay hospital episodes.
- Experience hunger.

In emotional or behavioral outcomes, children in poverty are more likely to:

- Have emotional or behavioral problems that last 3 months or more.
- Experience violent crime.

At i3 Academy, we are committed to supporting the whole child by addressing both academic and non-academic needs. Each campus is staffed with a dedicated school counselor and a full-time nurse to ensure learners have access to essential health and wellness services. Additional support personnel include a speech-language pathologist, a psychometrist, and a dean of students. At the high school level, a College and Career Coach works closely with students to guide individualized pathways toward postsecondary success, including dual enrollment and career certification opportunities. This comprehensive network of support ensures that every i3 learner is equipped with the resources they need to thrive in and out of the classroom.

The identified academic and non-academic needs illustrate the necessity for an educational opportunity prepared to address all the needs in Woodlawn and surrounding areas in a new and exciting way. The Woodlawn community is part of a national network called Purpose Built Communities, an organization that helps communities across the country implement proven and effective revitalization strategies, including a cradle-to-college and career-education pipeline, high-quality mixed income housing, and community wellness programs. i3 Academy will be one of several educational opportunities available to meet the need for high-quality K-12 education within the cradle-to-college and career pipeline.

Enrollment Priorities

As a result of the identified need in the neighborhood, students in the Woodlawn community are the population preference for student recruitment. A 2016 analysis by Purpose Built Communities of the students who are living in Woodlawn but who do not attend neighborhood schools provides a rationale for an additional education option in the community. The number of students living in the Woodlawn feeder pattern compared to the students who are enrolled in school illustrates that there are families in the neighborhood whose children do not currently attend a Birmingham City School. In 2016 there were 3,124 students who were enrolled in the following schools: Avondale Elementary, Oliver Elementary, Hayes K8, Putnam Middle School, and Woodlawn High School. (ALSDE Enrollment Report, 2016)

Attendance zone data was generated using ESRI geographic information system reporting tools. Data was extracted from ESRI using census projections and compared with Birmingham City Schools attendance boundaries. While 3,124 students were enrolled in the Woodlawn feeder pattern in 2015-16, there were 5,872 children, ages 4-17, living in the area that were zoned for these schools. This analysis revealed a gap of 2,748 school-age youth who were not attending the zoned schools in 2015-16. Increasing student enrollment is a strategic goal of Birmingham City Schools. The following strategic plan goals indicate an identified area of need for Birmingham City Schools.

Overview of the Academic Model

The i3 academic model informs the educational plan and school design that addresses the academic, physical, social and emotional needs of each child. This holistic approach supports both in- and out-of-school factors that contribute to student learning. i3 Academy leverages these resources all at once to provide resources directly to individual student needs. The academic framework is modeled after Charles R. Drew Charter School in Atlanta, GA. Drew Charter School is a high-performing pre-K through 12th grade school located within the East Lake area, a community that has undergone a successful revitalization over the past two decades. The following are elements of the holistic Drew Model:

1. Academic Core
2. Recruit Strong Teachers and Leaders
3. Create a Collaborative Faculty Culture
4. Birth to 12th grade continuum
5. Early Language Development
6. Strong Literacy and Math Foundation
7. Response to Intervention support to all learners
8. Tiered Social-emotional programming
9. Strong Enrichment Program
10. Project-based learning framework supported by STEAM focus
11. Community Engagement
12. Wraparound Services
13. After School Programs
14. Parent Engagement in School

Strong Teachers and Leaders, Collaborative Faculty Culture

The model relies on creating a collaborative culture within the school, which recognizes that when teachers collaborate they can impact how students learn in powerful ways (Killion, Learning Forward, 2015). The organizational structure of the school provides teachers with the time and resources to collaborate and create. This culture is fueled by the ability to recruit and develop strong teachers and leaders. Teachers matter more to student achievement than any other aspect of schooling (Teachers Matter, RAND Corporation). Finding, recruiting, and fostering top education talent to teach at i3 will be supported by an intentional and comprehensive process.

Early Language Development, Birth to 12th Grade Continuum, Strong Literacy and Math Foundation

i3 educators are tasked with providing a strong foundation in early language development building from the early learning opportunities within the birth to 12th grade continuum. Through local and regional partnerships and intensive professional development, i3 Academy ensures an aligned vertical approach to language development that is developmentally appropriate and enriching. Through solid Tier 1 instruction, a strong literacy and math foundation is laid which is strengthened through intentional literacy and math intervention programs.

Response to Intervention Model in Literacy and Math

Early language development is the foundation of the Response to Intervention model in literacy and math, a key component of the multi-tiered systems of support offered at i3 Academy. While many Alabama schools have RTI programs, this model leverages the extended academic schedule and additional resources to ensure that each part of the RTI model is implemented with fidelity. Use of additional trained paraprofessionals, interns, and volunteers in the classroom help teachers deliver targeted Tier 2 instruction within the classroom environment. Tier 3 instruction is delivered by skilled interventionists who work with students in small groups and one-on-one settings, providing targeted support in math and literacy to help close learning gaps and accelerate growth. The activities presented in Tier 3 are hands-on and engaging. This approach to multi-tiered instruction provides additional support and small group instruction that is facilitated by the organizational structure of i3 Academy. A meta-analysis of RTI research found large effects for both systemic (e.g., reductions in special education referrals) and student outcomes (e.g., increased reading scores) (Burns, Appleton, & Stehouwer, 2005).

Strong Enrichment Program, Project-based Learning Framework, STEAM Focus

Classroom curricula and enrichment programs are designed for inquiry-based learning. This is delivered through a project-based learning instructional framework, STEAM (Science Technology Engineering Arts Mathematics) provides a lens through which integrated curricular projects are designed and implemented. In addition, collaborations between classroom teachers and enrichment teachers provide unique opportunities for relevant and exciting projects. Projects are both school and community-based allowing learners to solve the problems they see in their world. A professional development and collaboration structure will facilitate the design of these exciting projects and cross-disciplinary collaborations. Beyond the walls of the school, partnerships with out-of-school education providers will deliver opportunities to extend the learning experience into the community. Through this community centered approach learners will see that learning takes place all the time, everywhere.

Wraparound Services, After-school Programs, Community Engagement

i3 Academy is one education provider within many throughout the Woodlawn community. A birth-to-12 continuum for learning begins well before Kindergarten and beyond grade 12. Partnerships with early learning providers in the area assist in aligning learning in the critical early years to the Kindergarten program at i3 Academy. A comprehensive selection of wraparound services that address early learning, after-school & extracurriculars, and college & career readiness ensure that both in and out-of-school programs provide learners with opportunities for the course of their academic career.

Effectiveness of Model

i3 Academy has structures and schedules that help to lower the ratio of staff to students. By strategically placing paraprofessionals across grade levels and classrooms, i3 Academy ensures that learning environments are more responsive to students' academic and social-emotional needs by increasing the presence of trained adults who can provide targeted support.. This model affords the opportunity to more effectively design and implement differentiated learning experiences for Tiers 1 and 2 at each grade level. The enriching literacy and math labs provide a method to provide more students with small group Tier 3 instruction. The school's schedule plays an important role in facilitating learning. Most importantly, an extended school day allows for more planning and job embedded professional development time for teachers. In addition, this calendar and schedule facilitate a robust offering of enrichment courses for students and time for intensive interventions around math and literacy. This model has been highly effective at Drew Charter School in Atlanta as evidenced by their outstanding academic performance. Drew Charter School, with a large population of free-and-reduced lunch students, outperforms their non-free and reduced lunch peer schools in Atlanta Public Schools and across the state of Georgia. Purpose Built Schools has utilized the Drew instructional model to improve educational outcomes for students. The applicant team has and will continue to work closely with Purpose Built Schools to continue developing an effective school model for i3 Academy.

There are currently seven schools in the Purpose Built Communities network that have selected the Drew instructional model as their educational strategy. To support education in these communities Purpose Built Schools currently has schools replicating the model in the Atlanta Public Schools (4), Charlotte-Mecklenburg Schools (1), Kansas City Public Schools (1) and Omaha Public Schools (1). While at different levels of model implementation due to varied opening dates, all schools have demonstrated student achievement growth and overall improvement from their baseline launch year. After one year of model implementation schools such as Howard Kennedy Elementary School earned the Omaha Public Schools gold award for excellence in improvement for their five percent or greater growth in three Nebraska statewide assessments. Purpose Built Schools is currently in the planning process with replication school sites with the Cleveland Metropolitan School District (2) and Dallas Independent School District (1).

Section III.2 Mission and Vision

Our mission is to empower learners to become agents of change who solve the problems they see in their world. We envision a world in which all learners are equipped to excel in a global society.

To accomplish our mission and fulfil our vision i3 Academy will focus on students in the greater Woodlawn area of Birmingham who currently attend schools that have been on the state's failing schools list for many years and showing minimal progress. Most of our students will be recruited from three of Birmingham's largest public housing developments all within less than 2 miles of our school campus. As a state authorized public charter school network we will, of course, be open to any student within the Birmingham School system who applies for enrollment.

ARTICLE IV : GOVERNANCE

Section IV.1 Governance

The School shall be governed by its Governing Board in a manner that is consistent with the requirements of the Alabama Nonprofit Corporation Law and 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 School's fulfillment of the contract, and approval of the School's budgets.

The Governing Board shall be responsible for establishing policy for the management and operation of the School and making operational decisions to ensure the Schools' compliance with the terms of the contract. 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, 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 IV.2 Governance Documents

The Governing Board and the School shall maintain legal status and operate in accordance with the terms of the Governance Documents.

Section IV.3 Non-Profit Status

A public charter school must be a nonprofit organization that is, throughout the Term of this Contract, a 501(c)(3) tax-exempt organization.

Section IV.4 Organizational Structure and Plan

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

Section IV.5 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 IV.6 Conflicts of Interest

All members of a governing board shall be subject to the State Ethics Law. Ala. Code §16-6F-9.

An employee, agent, or representative of an authorizer may not simultaneously serve as an employee, agent, representative, vendor, or contractor of a public charter school of that authorizer. Ala. Code §16-6F-6.

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

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

Section IV.7 Open Meetings

Starting from the date that this Contract is signed, 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 V.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 V.2 Public School Status

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

Section V.3 Nonsectarian Status

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

Section V.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 relevant to the School's compliance with the terms of this Contract and/or the management and operation of the School in accordance with Act. The School affirmatively consents to the Commission obtaining information and documents directly from any entity or individual who is employed or contracted by the School and 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 as a condition to providing such information and documents to the Commission. Failure by the School to comply with this Section 5.4 will be a material and substantial breach of the Contract.

Section V.5 Ethics

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

Section V.6 Record Keeping

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

Section V.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 V.8 Inventories

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

If the Contract is revoked, terminated, non-renewed or surrendered, or the School otherwise ceases to operate, capital assets shall be deemed to be public assets if at least 25 percent of the funds used to purchase the asset were public funds. Public funds include funds received by the School pursuant to § 16-6F-10 of the Act as well as any state or federal grant funds provided to public schools.

Section V.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 V.10 Transportation

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

Section V.11 Staff Qualifications

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

Section V.12 Contracting for Services

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

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

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

- a. Evidence of the education service provider's success in serving student populations similar to the targeted population, including demonstrated academic achievement as well as successful management of nonacademic school functions, if applicable.
- b. A term sheet 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 V.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 VI.1 Enrollment Policy

The School shall comply with applicable law and the enrollment policy found in Section 5(a)(1-10) of the Act.

Section VI.2 Maximum Enrollment

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

Section VI.3 Annual Enrollment Review

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

Section VI.4 Enrollment Plan

The maximum enrollment are provided in the following table:

SY 2024-25 Maximum	SY 2025-26 Maximum	SY 2026-27 Maximum	SY 2027-28 Maximum	SY 2028-29 Maximum
850	970	1080	1200	1200

Section VI.5 Student Records

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

Section VI.6 Student Information System

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

ARTICLE VII : TUITION OR FEES

Section VII.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 non-charter public schools in the state. Each fee must be approved by the Governing Board.

Anticipated fees are detailed in the following list:

The Governing Board does not foresee any student fees associated with enrollment at i3 Academy.

ARTICLE VIII : EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY

Section VIII.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 VIII.2 Assessments

The School shall be subject to the statewide end-of-year annual standardized assessment as applicable to other public schools in the state.

Section VIII.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 VIII.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 IX.1 Legal and Accounting Compliance

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

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

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

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

Section IX.2 Budget

The Commission may require the School to revise start-up and five-year budgets submitted to the Commission.

Section IX.3 Annual Budget Statement

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 IX.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 X.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 X.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 X.3 School Location

The Elementary School is located at 230 49th Street North, Birmingham, AL 35212. The Middle School is located at 7901 1st Avenue North, Birmingham, AL 35206. The High School is located at the H.Y. Carson Building, 2601 Carson Road, Birmingham, AL 35215. Any additions or change in the location of the School, including modulars, must be deemed acceptable by the Division of Construction Management.

Section X.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 XI.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 XI.2 Retirement Plan/Insurance

The School has elected to participate in the Teachers' Retirement System and Public Education Employees' Health Insurance Plan.

Section XI.3 Background Checks

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

Section XI.4 Immigration

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 XII.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 who are given responsibility for the receipt, management or disbursement of School funds.

Section XII.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 XII.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 XIII.1 School Performance Framework

The performance framework is attached as **Attachment 1**. Material amendments to the Performance Frameworks shall require approval by the Authorizer.

ARTICLE XIV : COMMISSION'S RIGHTS AND RESPONSIBILITIES

Section XIV.1 Oversight and Enforcement

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

Section XIV.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 XIV.3 Notification of Perceived Problems

Any notification of perceived problems by the Commission about unsatisfactory performance or legal compliance will be provided in writing to the School 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 XIV.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 XV.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 XV.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 (each a “Breach”) if the School fails to cure the Breach within thirty (30) days of the School’s receipt of written notice from the Commission specifying the Breach or, if the Breach is not susceptible of being cured within such thirty (30) day period, fails to diligently pursue the cure of the Breach in accordance with a plan for the cure of the Breach acceptable to the Commission:

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

Section XV.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 Contract:

- 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 XV.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 XV.5 Termination or Expiration of Contract or 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 XV.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 XVI.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 XVI.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 XVII.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 Renewal Contract.

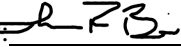
APPROVED BY A QUORUM OF THE COMMISSION:

Date: June 26, 2025



Chair, Alabama Public Charter School Commission

WOODLAWN COMMUNITY CHARTER SCHOOL

By: 

Thomas R. Bice, Ed.D.
Its President

APPENDICES

Attachment 1: Student Performance Framework

Attachment 2: Statement of Assurances

Revised 8/25/2021

Alabama Public Charter School Commission
ACADEMIC PERFORMANCE FRAMEWORK

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

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

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

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

Alabama Public Charter School Commission Academic Performance Framework

ACADEMIC PERFORMANCE FRAMEWORK (APF)

STATE AND FEDERAL ACCOUNTABILITY SYSTEM

Alabama's ESSA Committee developed the accountability system to evaluate and track the performance of all public schools in the state.¹ In order to align charter school accountability expectations with the state accountability system, the state's measures serve as the foundation of the APF, supplemented by additional measures required by the Alabama School Choice and Opportunity Act.

The accountability system evaluates all students and targeted subgroups² on three components: proficiency, growth, and career and college readiness. It also includes the graduation rate, chronic absenteeism and ELP. Each year, the state calculates percentages for each school. Then based on a school's score, it receives a letter grade. For purposes of this framework, the terms listed will be used in the charter school framework: *Exceeds, Meets, Does Not Meet, Falls Far Below Standard*.

1a.1 State and Federal Accountability
Is the charter school meeting performance expectations based on the Alabama Accountability System?
<i>Exceeds Standard:</i> <input type="checkbox"/> Charter school receives a performance designation of "Exemplary" or "Very Good."
<i>Meets Standard:</i> <input type="checkbox"/> Charter school receives a performance designation of "Good."
<i>Does Not Meet Standard:</i> <input type="checkbox"/> Charter school receives a performance designation of "Fair."
<i>Falls Far Below Standard:</i> <input type="checkbox"/> Charter school receives a performance designation of "Underperforming" or "Lowest 5 Percent."

1a.2 State and Federal Accountability
Is the charter school meeting performance expectations based on the Alabama Accountability System?
<i>Exceeds Standard:</i> <input type="checkbox"/> Charter school receives a performance designation of "Exemplary" or "Very Good."
<i>Meets Standard:</i> <input type="checkbox"/> Charter school receives a performance designation of "Good."
<i>Does Not Meet Standard:</i> <input type="checkbox"/> Charter school receives a performance designation of "Fair."
<i>Falls Far Below Standard:</i> <input type="checkbox"/> Charter school receives a performance designation of "Underperforming" or "Lowest 5 Percent."

GEOGRAPHIC COMPARISONS

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

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

Proficiency comparison to district How are charter school students performing on state assessments compared to the district in which the school is located?
<i>Exceeds Standard:</i> <input type="checkbox"/> School proficiency rate exceeded 1% more percentage points per year above the district average. (5% over 5 years)
<i>Meets Standard:</i> <input type="checkbox"/> School proficiency rate is equal to or meets by 1 % percentage point above the district average.
<i>Does Not Meet Standard:</i> <input type="checkbox"/> School proficiency rate is up to 10 percentage points below the district average.
<i>Falls Far Below Standard:</i> <input type="checkbox"/> School proficiency rate is 15 or more percentage points below the district average.

Subgroup proficiency - Comparison to district How are charter school students in subgroups performing on state assessments compared to the district in which the charter is located?
<i>Exceeds Standard:</i> <input type="checkbox"/> School subgroup proficiency rate is 1% or more percentage points above the district average. (5% Over 5 years)
<i>Meets Standard:</i> <input type="checkbox"/> School subgroup proficiency rate is equal to the district.
<i>Does Not Meet Standard:</i> <input type="checkbox"/> School subgroup proficiency rate is up to or equal to 10 percentage points below the district average.
<i>Falls Far Below Standard:</i> <input type="checkbox"/> School subgroup proficiency rate is 15 or more percentage points below the district average.

Graduation rate - All students - Comparison to district How are charter school student graduation rates compared to the district in which the charter is located?
<i>Exceeds Standard:</i> <input type="checkbox"/> Charter school graduation rate is 1% or more percentage points above the district average. (5 % Over 5 years)
<i>Meets Standard:</i> <input type="checkbox"/> Charter school graduation rate is equal to or up to 1 percentage points above the district average.
<i>Does Not Meet Standard:</i> <input type="checkbox"/> Charter school graduation rate is up to 9 percentage points below the district average.
<i>Falls Far Below Standard:</i> <input type="checkbox"/> Charter school graduation rate is 10 or more percentage points below the district average.

Alabama Public Charter School Commission Academic Performance Framework

Graduation rate – Subgroup – Comparison to district How do charter school student subgroup graduation rates compared to the district graduation rates in which the charter is located?
<i>Exceeds Standard:</i> <input type="checkbox"/> Charter school subgroup graduation rate is 1% or more percentage points above the district average.
<i>Meets Standard:</i> <input type="checkbox"/> Charter school subgroup graduation rate equals or is up to 1 percentage points above the district average.
<i>Does Not Meet Standard:</i> <input type="checkbox"/> Charter school subgroup graduation rate is up to 10 percentage points below the district average.
<i>Falls Far Below Standard:</i> <input type="checkbox"/> Charter school subgroup graduation rate is 15 or more percentage points below the district average.

GROWTH COMPARISONS: ALL STUDENTS

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

Proficiency comparison to schools serving similar students
How are charter school students performing on state assessments compared to schools serving similar students?
<i>Exceeds Standard:</i> <input type="checkbox"/> Charter school proficiency rate exceeds expected performance
<i>Meets Standard:</i> <input type="checkbox"/> Charter school proficiency rate meets or slightly exceeds expected performance
<i>Does Not Meet Standard:</i> <input type="checkbox"/> Charter school proficiency rate is lower than expected performance
<i>Falls Far Below Standard:</i> <input type="checkbox"/> Charter school proficiency rate falls far below expected performance
For information on rationale for effect size thresholds, see <i>Statistical Power Analysis for the Behavioral Sciences</i> , Cohen (1988).

Graduation rate – Comparison to schools serving similar students
How did the charter school graduation rate compare to schools serving similar students statewide?
<i>Exceeds Standard:</i> <input type="checkbox"/> Charter school graduation rate exceeds expected performance
<i>Meets Standard:</i> <input type="checkbox"/> Charter school graduation rate meets or slightly exceeds expected performance
<i>Does Not Meet Standard:</i> <input type="checkbox"/> Charter school graduation rate is lower than expected performance
<i>Falls Far Below Standard:</i> <input type="checkbox"/> Charter school graduation rate falls far below expected performance

SCHOOL-SPECIFIC GOALS

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

ATTACHMENT 2: STATEMENT OF ASSURANCES

STATEMENT OF ASSURANCES

This Statement of Assurances must be signed by a duly authorized representative of the charter school.

As the duly authorized representative of the school, I hereby certify under the penalty of perjury that all information and statements submitted for or on behalf of i3 ACADEMY are accurate and true to the best of my knowledge and belief; and further, I certify and assure that:

1. The School shall have a fully independent governing board that will exercise autonomy in all matters, to the extent authorized by 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. § 501(c)(3)), is not a sectarian or religious organization, and shall be operated according to the terms of the renewal 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. § 1401 et seq.).
 - b. Compliance with the federal educational rights and privacy act (FERPA, 20 U.S.C. § 1232g).
 - c. Compliance with the elementary and secondary education act (ESEA, 20 U.S.C. § 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 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 certified 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 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.
32. The School shall comply with any corrective actions or sanctions imposed upon it by the Commission.
33. The School shall comply with all renewal and nonrenewal actions required of it by the Commission or by law.
34. The School shall comply with any nonrenewal of termination actions imposed by the Commission.
35. 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.
36. The School shall comply with applicable reporting requirements to receive state or federal funding that is allocated based on student characteristics.
37. The School shall, at all times, maintain all necessary and appropriate insurance coverage.
38. 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.

i3 ACADEMY

 NAME OF SCHOOL

RB

June 22, 2025

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

DATE

Tommy Bice

NAME OF DULY AUTHORIZED REPRESENTATIVE