

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION



PUBLIC CHARTER SCHOOL CONTRACT

2026

CHARTER CONTRACT FOR CHARTER AUTHORIZERS

PURPOSE

Pursuant to the *Alabama School Choice and Opportunity Act* (Alabama Code §§ 16-6F-1 *et seq.*, as supplemented and amended from time to time, 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 (in this case, the 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 the Act. **At a minimum, the Charter Contract must rely on the following information:**

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

2. Commission/Governing Board Acknowledgement and Attribution

- **The Charter Contract *must include a statement of acknowledgement and attribution***, as discussed in the introduction of this document, [if applicable](#).

3. The Charter Contract must fully address all components listed under each section listed below.

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

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

PUBLIC CHARTER SCHOOL CONTRACT

Issue Date: July 2, 2026

CHARTER SCHOOL CONTRACT
FOR THE OPERATION OF

PARTIES:

Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

Floreecer Community School

EIN: 93-4751125

CONTENTS

PARTIES	7
ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT	8
Section 1.1 Purpose	8
Section 1.2 Term of Contract	8
Section 1.3 Pre-Opening Conditions	8
ARTICLE II: DEFINITIONS	9
ARTICLE III: SCHOOL'S PURPOSE	11
Section 3.1 Executive Summary	11
Section 3.2 Mission and Vision	22
ARTICLE IV: GOVERNANCE	25
Section 4.1 Governance	25
Section 4.2 Governance Documents	25
Section 4.3 Non-Profit Status	25
Section 4.4 Organizational Structure and Plan	25
Section 4.5 Composition	25
Section 4.6 Change in Status or Governance Documents	25
Section 4.7 Conflicts of Interest	25
Section 4.8 Open Meetings	26
ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS	27
Section 5.1 General Compliance	27
Section 5.2 Public School Status	27
Section 5.3 Nonsectarian Status	27
Section 5.4 Access to Individuals and Documents	27
Section 5.5 Ethics	27
Section 5.6 Record Keeping	27
Section 5.7 Non-Discrimination	27
Section 5.8 Inventories	28
Section 5.9 School Closure/Assets	28
Section 5.10 Transportation	28
Section 5.11 Staff Qualifications	28
Section 5.12 Contracting for Services	28

Section 5.13 Transaction with Affiliates	29
ARTICLE VI: ENROLLMENT	30
Section 6.1 Enrollment Policy	30
Section 6.2 Maximum Enrollment	30
Section 6.3 Annual Enrollment Review	30
Section 6.4 Enrollment Plan	30
Section 6.5 Student Records	31
Section 6.5 Student Information System	31
ARTICLE VII: TUITION OR FEES	32
Section 7.1 Tuition or School Fees	32
ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY	33
Section 8.1 Educational Program Terms and Design Elements	33
Section 8.2 Assessments	33
Section 8.3 English Learners	33
Section 8.4 Students with Disabilities	33
ARTICLE IX: FINANCIAL ACCOUNTABILITY	34
Section 9.1 Legal and Accounting Compliance	34
Section 9.2 Budget	34
Section 9.3 Annual Budget Statement	34
Section 9.4 School Funds	34
ARTICLE X: SCHOOL FACILITIES	35
Section 10.1 Accessibility	35
Section 10.2 Health and Safety	35
Section 10.3 School Location	35
Section 10.4 Inspections	35
ARTICLE XI: EMPLOYMENT	36
Section 11.1 No Employee or Agency Relationship	36
Section 11.2 Retirement Plan/Insurance	36
Section 11.3 Background Checks	36
Section 11.4 Immigration	36
ARTICLE XII: INSURANCE AND LEGAL LIABILITIES	37
Section 12.1 Insurance	37

Section 12.2 Limitation of Liabilities	37
Section 12.3 Faith and/or Credit Contracts with Third Parties	37
ARTICLE XIII: OVERSIGHT AND ACCOUNTABILITY	38
Section 13.1 School Performance Framework	38
ARTICLE XIV: COMMISSION’S RIGHTS AND RESPONSIBILITIES	39
Section 14.1 Oversight and Enforcement	39
Section 14.2 Right to Review	39
Section 14.3 Notification of Perceived Problems	39
Section 14.4 Reports by the Commission	39
ARTICLE XV: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION	40
Section 15.1 Breach by the School	40
Section 15.2 Termination by the Commission	40
Section 15.3 Non-Renewal by the Commission	40
Section 15.4 Termination by the School	41
Section 15.5 Dissolution	41
Section 15.6 Disposition of Assets upon Termination or Dissolution	41
ARTICLE XVI: MISCELLANEOUS PROVISIONS	42
Section 16.1 Records Retention	42
Section 16.2 Confidential Information	42
ARTICLE XVII: NOTICE	43
Section 17.1 Notice	43
Appendices	44
Attachment 1: Pre-Opening Process and Conditions	45
Attachment 2: Governance Documents	50
Attachment 3: Governing Board Roster and Disclosures	64
Attachment 4: Educational Program Terms and Design Elements	89
Attachment 5: Conflict of Interest Policy	93
Attachment 6: Education Service Provider (ESP) Contract Guidelines	97
Attachment 7: Physical Plant	99
Attachment 8: Statement of Assurances	104
Attachment 9: Identification of Documentation Required for Annual Performance Report	109
Attachment 10: Enrollment Policy	112

Attachment 11: Request for Proposals for Service Providers	116
Attachment 12: Public Charter School Application	117

PARTIES

This agreement is executed on this 2nd day of July 2026 by and between the Alabama Public Charter School Commission (the “Commission”) and Florecer Community School Board of Directors (the “Governing Board”), for the operation of Florecer Community School (the “School”).

ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT

Section 1.1 Purpose

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

Section 1.2 Term of Contract

An initial charter shall be granted for a term of five (5) operating years ("Charter Term"). The Charter Term shall commence School's first day of operation. An approved public charter school may delay its opening for one school year in order to plan and prepare for the school's opening upon written notice to the authorizer of no less than one hundred eighty (180) days prior to the original date of opening. If the school requires an opening delay of more than one year, the school shall request an extension from its authorizer. The authorizer may grant or deny the extension depending on the particular school's circumstances. Ala. Code § 16-6F-7.

Section 1.3 Pre-Opening Conditions

The School shall meet all of the Pre-Opening Conditions identified in Attachment 1: Pre-Opening Process and Conditions by the dates specified. Satisfaction of all Pre-Opening Conditions is a condition precedent to the formation of a contract. Upon written request by 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* was 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. For purposes of this Charter Contract, the Applicant is Floreer Community School Board of Directors.

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 Charter Contract.

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

DEPARTMENT. The Alabama State Department of Education.

EDUCATION SERVICE PROVIDER. An entity with which a public charter school intends to contract with for educational design, implementation, or comprehensive management. This relationship shall be articulated in the 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 twenty percent (20%) 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 twenty percent (20%) 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. The State of Alabama.

STATE SUPERINTENDENT. The State Superintendent of Education.

ARTICLE III: SCHOOL'S PURPOSE

Section 3.1 Executive Summary

FCS Mission Statement

Floreceer Community School is a K–8 Spanish–English dual-language charter school serving the Ensley/Greater Birmingham community. Our mission is to cultivate academically excellent, bilingual, and biliterate students who demonstrate strong character, critical thinking, and a deep sense of purpose. Through a rigorous dual-language instructional model, community responsive teaching, and strong family and community partnerships, Floreceer prepares students to achieve at high levels, lead with audacious hope, and contribute meaningfully to the economic, civic, and cultural vitality of Birmingham while engaging confidently in an interconnected global society.

FCS's Vision: Ensuring that Students THRIVE

Floreceer Community School (FCS) is designed to serve students and families in the Ensley community of Birmingham, Alabama, and surrounding neighborhoods that have historically experienced limited access to high-quality, innovative educational opportunities. Ensley is a culturally rich area rooted in the arts community with deep historical roots and growing linguistic diversity. FCS seeks to partner with families, community organizations, and local stakeholders to create a rigorous and supportive academic environment that reflects and strengthens the assets of the community it serves. Our motto is “Atrévete a ser diferente — Dare to be different.” Floreceer Community School fosters a culture of audacious hope, leadership, and responsibility. Through rigorous academics, dual-language immersion, and strong community partnerships, the school prepares students to become thoughtful leaders who contribute meaningfully to both their local community and the broader global society. Through a Spanish dual-language immersion model, Floreceer Community School will provide students in grades K–8 with an academically rigorous program that develops bilingualism, biliteracy, and strong academic proficiency in core subjects. FCS integrates the following design elements:

- Rigorous data-driven instruction in both Spanish & English;
- Collaborative leadership structures through Global Teams (house/advisory system);
- Dual-language instruction; and
- Community-centered partnerships.

Our model is rooted in developing the whole child to ensure that all students develop the academic foundation and leadership skills necessary for success in secondary education and beyond. Floreceer Community School will operate as an active community partner by engaging families as essential contributors to the educational process and by collaborating with local organizations to expand opportunities for students. Floreceer will serve as a hub for family engagement, cultural connection, and academic support, reinforcing the belief that strong schools strengthen strong communities.

Through this approach, Floreceer seeks not only to educate students but also to contribute to the revitalization and long-term prosperity of the Ensley community. Consistent with the goals of the Alabama School

Choice and Student Opportunity Act (Ala. Code §16-6F-1 *et seq.*), Floreecer Community School seeks to expand innovative, high-quality educational options for families while promoting student achievement, innovation in public education, and greater educational outcomes. FCS's dual-language model prepares students with linguistic, cognitive, and cultural competencies that support college and career readiness in an increasingly global economy.

Longstanding Community Impact

Floreecer Community School envisions becoming a beacon of excellence in bilingual education within Alabama and a replicable model for innovative dual-language programming in public charter schools. Over time, FCS aims to:

- Increase access to high-quality bilingual education for students in Birmingham;
- Develop students who are bilingual, biliterate, and academically proficient by the completion of eighth grade;
- Strengthen family engagement and community collaboration through partnerships with local organizations and cultural institutions;
- Prepare students for high school success, college readiness, and competitive workforce opportunities; and
- Contribute to the long-term economic and social vitality of the Ensley community by cultivating confident, capable, and civically engaged young leaders.

Benchmarks: Measuring Success

Floreecer Community School will measure success through clear academic, linguistic, and community engagement benchmarks. Indicators of a successful program will include:

- Academic Achievement: Students meeting or exceeding state academic proficiency standards in core subjects;
- Bilingualism and Biliteracy: A majority of students demonstrating measurable progress toward bilingualism and biliteracy throughout the K–8 program, with the goal of full proficiency by the end of eighth grade;
- Student Growth: Consistent year-over-year academic growth as measured by state assessments and internal performance metrics;
- Family and Community Engagement: Strong participation of families in school programs, leadership opportunities, and community events; and
- High School Readiness: Graduates of Floreecer Community School entering high school prepared for rigorous academic coursework and continued bilingual development.

FCS Overview of our Educational Plan

Floreecer Community School (FCS) will provide a rigorous, linguistically diverse K–8 educational program designed to address opportunity gaps in bilingual education and academic achievement for students in the Ensley and greater Birmingham metropolitan area. The school's program is grounded in high academic expectations, culturally responsive teaching practices, and a strong commitment to community collaboration. FCS seeks to address several challenges present in the current educational landscape, including limited access to biliteracy programming, persistent achievement gaps in literacy and mathematics for racially and economically

marginalized communities, and limited structures for meaningful collaboration between schools, families, and community organizations. Florecer Community School's educational model directly aligns with the priorities identified in Birmingham City Schools' Innovative Schools Request for Proposals and addresses the growing need for innovative public charter schools, including advancing academic excellence in literacy and numeracy, providing individualized learning opportunities, and supporting the needs of students with disabilities, at-risk learners, and English Language Learners. The FCS school model is built upon four non-negotiable pillars that guide instruction, school culture, and community engagement.

1. Dual-language immersion. FCS is committed to ensuring that all students grow in core academic competencies and domains, relative to the learning standards in the state of Alabama, starting in kindergarten. Our dual-language model also ensures that students grow in an additional critical competency of bilingualism (8). Our two-way immersion model serves as an audacious dual-language education because it involves two languages in two ways: Two languages are used for instruction, and two groups of students are involved—native English speakers and students from another language background (Spanish). Aligning with this model is typically a strength-based mindset to both native-English speakers and native-Spanish speakers, as both can utilize learning autonomy to elevate all students toward becoming bilingual, bi-literate, and globally competent. The classroom becomes an invitation to explore differences in a learning laboratory. This unique approach serves as the first of its kind in the state of Alabama as an entire public charter school model.
2. Rigorous, Data-Driven Instruction. Florecer teachers approach all instruction through a data-driven lens, where daily lessons are intellectually prepped in strict alignment to the content, vocabulary, and rigor of Alabama standards and the ultimate goal of biliteracy in both Spanish and English. Furthermore, Florecer teachers use frequent assessment to monitor student progress towards mastery. We are committed to accelerating student learning and aggressively targeting existing gaps, and do so with high-rigor, high-support instructional programs steeped in practice based learning. Florecer is adamant in our pursuit to improve the academic and life outcomes of our students. We are committed to excellence, which translates to academic achievement in our school. As Florecer staff prepare and present their best lessons daily, Florecer students meet the challenge by actively engaging all academic tasks assigned to them. In the spirit of hope, responsibility, and excellence, Florecer students commit themselves to incremental improvement daily.
3. Community Centered Innovation. As a community school we are steeped in the work of the community school model and framework. As such, our school model is built around trusting relationships, a shared vision, inclusive decision making, and actionable data. In an effort to be centered in the community, we have created a community council called the THRIVE Team. The THRIVE team is centered around upholding our educational priorities with the utmost fidelity. Teachers and families will be trained in the Alabama Course of Study (ALCOS) elements that will allow for wrap-around academic support for families. During our weekly staff parent development (PD) days (which occur on Fridays) we will invite families and community partners in the building to learn alongside our staff about how to best support students in closing the achievement gap. As a community council, we are inviting our members to be a part of the real world connection to the curriculum by providing in house learning field trips, real world simulations, case studies, and models of how our students can target their learning through math and literacy focused efforts. Our goal is that students and families are always able to make the connection between the real world and their school learning environment. Additionally, we are seeking to partner

with local organizations to support wrap-around services for entire-family needs that have been identified by the community. These needs include evening ESL adult classes, GED preparation in Spanish/English and a safe place for newcomer families to identify ways to connect to their new community.

4. Global Teams (Houses/Advisory System). The House System provides safe spaces rooted in relationships and education equity so all students can succeed academically and be given the academic and holistic support they need to thrive. The multi-grade house system groups students and staff into houses based on shared characteristics. Each house has its own identity, colors, and symbolism, and members compete against one another in various activities and events. The house system aims to build school spirit and camaraderie while encouraging healthy competition and teamwork.

FCS's Instructional Methods & Assessment Strategies

The instructional approach at Floreer Community School integrates several high-impact teaching strategies, including:

- Standards-aligned instruction based on the ALCOS;
- Language-rich instructional environments supporting bilingual development;
- Collaborative learning structures;
- Practice-based learning experiences and real-world applications;
- Differentiated instruction for students with diverse academic needs; and
- Integrated literacy and numeracy instruction across content areas.

Additionally, teachers will use scaffolding techniques and targeted support strategies to ensure accessibility for students with disabilities, English learners, and students requiring additional academic support. We will continuously measure student outcomes, growth and success by utilizing consistent and frequent assessment methods that are normed throughout the pedagogical framework and utilized by teachers, leaders and staff. FCS will implement a comprehensive assessment system designed to monitor student progress and inform instruction.

Assessment strategies will include:

- Ongoing formative assessments to monitor daily learning;
- Interim benchmark assessments to track student progress toward standards mastery;
- State-mandated assessments aligned with Alabama accountability requirements;
- Language proficiency assessments to monitor bilingual development; and
- Data analysis cycles used by teachers and school leaders to adjust instructional strategies.

Student performance data will be regularly reviewed to identify trends, address learning gaps, and refine instructional practices.

The Floreer Difference (Evidence & Measuring Progress)

Research indicates that high-quality, dual-language immersion programs are among the most effective educational models for improving academic outcomes, particularly for students from multilingual and economically disadvantaged backgrounds. Studies have shown that students enrolled in dual-language programs

often outperform peers in monolingual programs on standardized assessments over time. Additionally, research on community school models demonstrates that strong family engagement and wraparound supports significantly improve student attendance, engagement, and academic achievement. Data-driven instructional models further support student success by allowing educators to identify and address learning gaps quickly and effectively. By integrating these evidence-based practices, FCS seeks to provide a comprehensive educational program that supports both academic excellence and whole-child development. Floreecer Community School is designed to address several limitations present in traditional educational models serving the targeted student population. Unlike many existing schools, Floreecer will provide:

- A full dual-language immersion program that promotes bilingualism and biliteracy among all students, not just one subset;
- Structured family and community engagement systems that are rooted in closing achievement gaps that begin outside the classroom;
- Data-driven instructional practices focused on improving student and staff excellence with a focus on practice-based learning;

Intentional support structures through the Global Teams advisory system, rooted in developing character, purpose, and community within the school. These components create a learning environment where students receive both rigorous academic instruction and the social-emotional support necessary for long-term success.

FCS will measure its effectiveness through multiple indicators of success, including:

- Student proficiency and growth on Alabama state academic assessments;
- Demonstrated progress toward bilingualism and biliteracy;
- Student growth in literacy and mathematics;
- Increased family engagement and participation in school initiatives; and
- Student readiness for rigorous high school coursework.

Through ongoing data analysis and continuous improvement processes, Floreecer Community School will remain committed to refining its educational program to ensure that all students achieve at high levels.

Educational Need and Anticipated Student Population.

As stated by UNESCO, education is a basic human right that works to raise men and women out of poverty, level inequalities, and ensure sustainable development. However, the high poverty rates and associated inequities in Alabama continue to impact this basic right. In Alabama, 40% of Black students and 31% of Hispanic students are living below the poverty threshold, making it difficult to exit the cycle of poverty or causing the cycle of poverty to persist. The cycle of poverty presents students and families with a non-academic challenge that is detrimental to their long-term success. It is also devastating to the region's economic growth. The USDA finds, concentrated poverty contributes to poor housing and health conditions, higher crime, higher school dropout rates, and employment dislocations. As a result, economic conditions in very poor areas can create limited opportunities for poor residents that become self-perpetuating. The cycle of poverty and the inequalities that ensue disproportionately impact our students of color in the nation and particularly in Alabama where nearly 700,000 Black and Hispanic students enrolled in public school are living below the poverty threshold. The outcomes that the cycle of poverty presents can be devastating, not only to these students and families, but also to the

economic growth of our region, impacting healthcare access and quality, economic stability, and social and community context.

According to the Center for Disease Control (CDC), access to a high-quality education is one of the greatest social determinants of health and has proven to impact life expectancy and social-emotional wellbeing. At Florecer, we believe a high quality bilingual education is a direct line to crafting hope, lifetime achievement, and community transformation. Hope fuels our belief in ourselves, others, and the possibilities around us. As such, the guiding purposes and priorities of Florecer Community School are to increase math and literacy achievement for K-8 students through access to a global-learning experience rooted in bilingual education.

The Need for Bilingual Education in the Alabama Context

Florecer has made an intentional decision to create a bilingual school that focuses on Spanish immersion based on the expressed community need. Alabama's student population is rapidly changing. Every year it becomes more diverse. Multilingual learners are the fastest growing student population in the United States. Multilingual learners are defined as students whose home environment's native language is not English. In 2022, the Hispanic population grew by 4% in Alabama. With or without immigration, Alabama's Hispanic population is poised to become an increasingly important part of the state's tapestry: 10% of students enrolled in Alabama public schools are of Hispanic descent, as is almost 10% of the population under 25. According to the Census Bureau's 2021 estimates, 65% of Alabama's Hispanic population were born in the U.S., an increase from the 50% native-born percentage in 2010. As stated in research completed by the Century Foundation, "linguistic diversity has long been growing in U.S. schools. In 2000, roughly 3.8 million (8.1 percent) of U.S. students were classified as English learners (ELs); by 2020, just shy of 5 million (10.3 percent) were. These students represent a remarkable myriad of languages, cultures, and ethnicities, and their success in school and society is essential for the United States' globally competitive future in education and every sector. Research suggests that the best way to advance ELs' linguistic and academic development is by supporting their development through bilingual instruction."

Additionally, academic achievement among English speaking students increases when sharing learning space with heritage speakers and learning in an immersive culture. While Artificial Intelligence (AI), STREAM (Science, Technology, Reading, Engineering, Art, and Math), and Entrepreneurship are advancing, we are leaving behind the criticality of language development in our society. As our educational ecosystem attempts to become more responsive to the needs of multilingual learners, there is a growing need to develop our language-based immersion schools in the PreK-12 pipeline and champion that all students are graduating fluent in at least two languages.

As we holistically address the need for shared vision for the 21st-century, the growing consensus for educational literacy has been to prepare US students for global success. The previous US Department of Education administration championed the "Raise the Bar: Lead the World" campaign to promote Global Engagement by creating pathways for all students toward multilingualism. As such, they have identified three key levers: equitable access for English learners, diversified bilingual/multilingual educator workforce, and quality bilingual education for all. Florecer is excited to become the first school in Alabama to offer an entire K-8 public charter school model that creates clear pathways to global engagement through bilingual education. Most importantly, FCS is championing true biliteracy, where students receive foundational literacy in both languages. Bilingualism

is not just the ability to speak in two languages; it is the ability to read, write, listen, and speak in two languages with fluency.

Multi-billionaire and media mogul Oprah Winfrey once stated, “Books were my first ticket to personal freedom. I learned to read when I was three and soon revealed that there’s a whole world to know beyond the borders of Mississippi.” Literacy as a means of freedom has not been afforded to all students in our state. Alabama’s National NAEP report card reveals that in 2022, students who were eligible for the National School Lunch Program (NSLP) had an average score that was 23 points lower than that for students who were not eligible. This performance gap was not significantly different from that in 1998 (24 points). Additionally in 2022, Hispanic students had an average score that was 17 points lower than for white students and black students had an average score that was 27 points lower than that for white students. This directly impacts the Ensley community, with over 95% of students reporting as Free & Reduced Lunch recipients.

A child’s economic status should never be an indicator of the high-quality educational options afforded to them. Thus, there is a growing need for educational options that are concentrated and able to serve the diverse and unique needs of growing communities. Our students of multilingual homes, backgrounds, and cultures are often losing their native languages in exchange for an American education. It is often challenging to address the growing needs of ELs and the need for a literate, bilingual community base. Floreecer addresses the growing need of both language access and the preservation of heritage language for Hispanic students who are the largest demographic group in charter schools. Hispanic students represent more than 1.3 million students enrolled nationwide in charter schools. Hispanic students in charter schools gain the equivalent of 19 days of learning in math and 30 days in reading each year. Low-income Hispanic students gain the equivalent of 30 days of learning in math and 36 days in reading each year.

What is Dual-language Bilingual Education (DLBE)?

Dual-language is a form of bilingual education in which students are taught literacy and content in two languages. Dual-language programs across the country generally focus on Spanish, Mandarin and French. Floreecer is a two-way Spanish immersion model, where students learn using a 50:50 model, learning 50% of the day in Spanish and 50% of the day in English. Spanish is the language that is most commonly spoken in Alabama outside of English, and this is a trend around the US. In an effort to support the acquisition of bilingualism that is effective and relevant, FCS has chosen Spanish as our Language Other Than English (LOTE). FCS aligns with the three pillars of DLBE, which focuses on bilingualism/biliteracy, high academic achievement, and social-cultural competence. Further, studies reliably show that bilingual instruction uniquely helps ELs learn English, succeed academically, and develop their emerging bilingual skills. If historically marginalized students gain access to programs that help them become bilingual, it may help remediate academic gaps in subjects like Math and Reading.

Why Birmingham’s District 8 & 9?

Floreecer Community school seeks to serve the following neighborhoods: Acipo-Finley, Central Pratt, Dolomite, Druid Hill, East Thomas, Enon Ridge, Ensley, Evergreen, Fountain Heights, Hooper City, North Birmingham, North Pratt, Oak Ridge, Sandusky, Sherman Heights, Smithfield Estates, South Pratt, Wylam, Belview Heights, Bush Hills, Central Park, College Hills, Ensley, Ensley Highlands, Fairview, Graymont, Thomas, Rising West-Princeton,

Tuxedo, and Tuxedo Heights. The multi-generational pride that oozes from the faces, words, and hearts of West End residents highlights the magnetic impact that the community has played in their lives. Our leaders and community partners are lifelong residents that ring the praises of memories with pride. However, due to the changing times, schools have closed and diverse high-quality educational options are not as readily available. The heart of Districts 8 & 9 still beats for revival. On our listening tour in the community, we learned that the greatest issues were access to opportunities, educational options, and resources. FCS is deeply committed to honoring and existing in the community alongside its residents and providing opportunity to a globally sound education through language access. Concentrated poverty has plagued the once bustling neighborhoods of Districts 8 & 9. These districts have served as a beacon of hope for music and industry growth in the steel and iron industry. The opportunities were, at one point, in abundance drawing in retail and other opportunities. Much like other manufacturing American cities, the closing of the steel mills caused a great deal of flight from the area and changed the demographics. Those who could move outside of Ensley left, and poverty was exacerbated. There are several efforts to revitalize the area, but still the area struggles to overcome the inequities of being engulfed by concentrated poverty, including being designated as a federal childcare desert and food desert.

According to the 2022 Census data, Ensley, where our proposed location stands, has a population of 10,000 children and adults. It is a diverse community: 80% of the population are African American, 13% identify with two or more races, 6% are White, and a little over 2% are Hispanic or Latino. The median household income is \$32,095 compared to the median state income of \$60,660, and the national median of \$80,610, challenging a majority of community members with low socioeconomic status. About 81% of Ensley residents live below the federal poverty threshold, and of the 30% of adults holding high school diplomas, only 8% have a bachelor's degree or higher. These details are important because they are associated with a number of non-academic challenges including food security, housing stability, and access to quality healthcare and health outcomes. At Florecer, we firmly believe that our approach provides access to opportunities that will lead to economic stability, as we are teaching students linguistic skills and the interpersonal skills to develop and improve the community for all.

Current Snapshot of Academic Data

According to 2025 data reported via ALSDE Report Cards, in the schools that serve District 8 and District 9 (listed below) of BCS, the 2025 ACAP results indicate that 48.5% of students are proficient in ELA (this includes data from Princeton elementary, a magnet school), and 24% are proficient in math. As an entire school system, BCS is working to develop the supports to increase academic growth. However, within District 8 & 9, 2025 ACAP data (Bush Hills STEAM Academy reporting) indicates that students identified as "limited English proficiency" show lower levels of proficiency with 17% proficiency in ELA and 0% proficiency in Math.

Table: District 8 & 9 Schools 2025 ACAP data

School Name	2025 ACAP Math Proficiency (%)	2025 ACAP ELA Proficiency (%)	Percent FRL
Central Park Elementary (K-5)	22	49	86%
Charles Brown Elementary	13	51	90%
Minor Elementary	11	40	92%
Bush Hills STEAM Academy	3	29	90%
Princeton Elementary (magnet)	72	91	62%
Wylam Elementary (K-8)	18	41	91%
Tuggle Elementary	25	37	88%
South Hampton (K-8)	27	50	90%

Additionally, we anticipate serving students from around the metro area and their families, thereby exposing the strengths of the Ensley area and contributing to a flourishing and successful neighborhood, restoring the bustling buzz for a neighborhood that deserves the opportunity to prosper even more. FCS functions as a community school and as such we believe we serve as a beacon of hope, a turning point in the community to uplift and galvanize the strengths that lie within its members. As a school our charge is to be a good neighbor and build great neighbors(students) who will become resilient changemakers. Through dual-language immersion, global team (houses/advisories), rigorous data-driven instruction, and a community-centered approach, Florecer produces versatile, hope-filled, responsible leaders who are prepared to leave the world better than they found it and steward the environment around them, thereby revitalizing Ensley and the surrounding areas. By locating near downtown Ensley, it is our first priority to be a community school. Additionally, Florecer predicts a variation of student demographics as we expect to attract students across Birmingham given the demand in the state for a bilingual program and serving as the only bilingual education system in the state. Additionally, we are uplifting ourselves as a welcoming space for EL students of all backgrounds.

Anticipated Demographics

Florecer anticipates a diverse and robust demographic of ELs, Heritage Spanish-speaking students, and students from varying backgrounds due to our current recruitment trends. Additionally, our two-way immersion model is best served with a mixture of native English-speakers and Heritage Spanish-speakers. We have received an overwhelming amount of interest for our school model among Latino/Hispanic families.

Table: Anticipated Demographics of Floreecer Community School

% of Student Demographic	Floreecer Community School	Birmingham City Schools
% Black	70	90.94
% Latino/Hispanic	25	7.30
% Asian, Native Hawaiian, Pacific Islander	1	.8
% American Indian, Native American, Alaska Native	1	3.1
% White	10	4.1
% Economically Disadvantaged	85	68.12
% English Language Learners	10	5
% Students with Special Needs	10	12.8

Community Engagement

FCS's approach is centered around creating school communities where everyone belongs, works together, and thrives. We utilize this approach in our community engagement and have embedded our approach in our values by creating a THRIVE network. Aligned with our mission and vision, our model depends on close partnerships that strengthen Floreecer. Our school mascot, the Honeybee (Abeja) flourishes when we uplift the valuable community members surrounding us: businesses and non-profits within the community, recreational organizations, community organizations, churches, and libraries that have deep roots in the Ensley and surrounding communities and offer support and resources to ensure we experience continued success. We continue to harness the power of community through conversations, community forums, events, and feedback from families, businesses and community leaders and students. We have engaged over 100+ families and individuals to learn about the desire for the school model, grade bands, community partners, location, and community needs. We are continuing our listening tour as we further develop the nuances of our school model.

FCS Leadership Narrative

The collective experience and expertise of the Floreecer Community School leadership and board are exceptionally well-suited to support a high-quality charter school, particularly one with a dual-language mission. Their strengths can be summarized into four key areas of capacity:

- *Deep Educational & Bilingual Expertise.* The team features decades of experience in urban education, curriculum design, and bilingual instruction. On'Draya Morris, the Founder and Executive Director, is a doctoral candidate in Bilingual Education with over 12 years of diverse school leadership and teaching experience. Dr. Samantha Elliott Briggs brings over 30 years of experience, including leading a \$60 million federal grant (GEAR UP Alabama) and serving as a university professor in instructional leadership. Carmen Novoa and Nadra Nash-Montgomery further bolster this with over 25 years of combined experience in family engagement, bilingualism, health promotion, and specialized tutoring. Maria-Elena Murrieta and Adriana Efrach provide deep expertise in ESOL (English for Speakers of Other Languages) and student support, which is critical for Floreecer's dual-language mission.

- *Strong Governance & Leadership Capacity.* The board includes individuals with proven track records in executive leadership across the nonprofit and private sectors. Gilberto Herrera is an entrepreneur and Google-certified educator with expertise in finance and business scaling. Deidre Clark provides vital leadership in nonprofit management as a director at The Alabama Association of Nonprofits.
- *Financial & Operational Oversight.* The board possesses the specialized skills necessary for the fiscal management of public funds. Dr. Briggs serves as Treasurer, leveraging her background in managing massive federal grants. Andrew Krist, a doctoral candidate in educational research, brings technical expertise in psychometrics, data analysis, and state/federal compliance monitoring to ensure academic results meet charter goals. The board's expertise is further supplemented by a partnership with New Schools for Alabama (NSFA) for back-office financial and payroll support. Troy Williams provides a long-standing level of operational expertise in K-12 schools.
- *Community Engagement & Real Estate Knowledge.* The team is deeply rooted in the Birmingham and Ensley communities, ensuring the school remains responsive to local needs. Jennifer Saliba, a top-performing realtor and parent representative, provides critical expertise in property management and acquisitions, which has been instrumental in securing the school's proposed facility at St. Joseph's Catholic Church. Jody Trautwein brings extensive local experience in faith-based leadership and family engagement within the Birmingham metro area.

FCS's Revenue Sources

Floreecer Community School's (FCS) anticipated revenue is composed of a combination of public funding and philanthropic support. FCS distinguishes its revenue sources into two distinct phases: the pre-opening (planning) period and the operational period following its opening.

Pre-Opening (Planning) Period

The pre-opening phase is primarily funded through philanthropy and startup grants.

- *Secured Funding:* FCS has already received \$525,000 in committed funds from NSFA/22Beacon to support initial planning activities, including facilities due diligence upon approval.
- *Applied/Intent to Apply:* The school has been invited to apply for over \$2 million in additional startup philanthropy. The anticipated sources include:
 - Charter School Program (CSP) startup funds: \$1,000,000.
 - Charter School Growth Fund (CSGF): \$750,000.
 - NewSchools Venture Fund (NSVF): \$215,000.
- *Lending Institutions:* FCS expects to secure a predevelopment loan from NSFA and is in discussions with nonprofit lenders like Blue Hub Capital, Civic Builders, or 22Beacon for approximately \$1 million in 60-month financing for facility renovations in a Turn Key Development program.

After Opening (Operational) Period

Once operational, the school's primary revenue source shifts to public per-pupil funding, supplemented by ongoing philanthropic efforts.

State Funding (Secured with Charter Authorization)

- State Foundation Funding: Budgeted at \$8,800 to \$9,500 per Average Daily Membership (ADM).
- Approximate Total State Funding: When including line-item sources (e.g., nursing, transportation, ARI, and math coaches), total annual state funding is expected to be between \$10,800 and \$13,000 per student.

Federal Funding (Secured with Charter Authorization)

- Formula Funds: Budgeted conservatively at \$1,200 per ADM, covering Title I, Title II, and IDEA.
- Federal Foodservice Funds: Estimated at \$2.37 for breakfast and \$4.54 for lunch. FCS anticipates qualifying as a community eligibility school due to a high poverty rate (90%), allowing all students to receive federally subsidized meals.

Philanthropic Funding (Applied for / Intent to Apply)

- FCS expects to raise approximately \$2.25 million in total startup philanthropy over its first three years.
- After Year 3, annual philanthropic goals are projected to level out at a conservative \$200,000 annually (or approximately \$400 per ADM).

Section 3.2 Mission and Vision**FCS Mission Statement**

Floreceer Community School is a K–8 Spanish–English dual-language charter school serving the Ensley/Greater Birmingham community. Our mission is to cultivate academically excellent, bilingual, and biliterate students who demonstrate strong character, critical thinking, and a deep sense of purpose. Through a rigorous dual-language instructional model, community responsive teaching, and strong family and community partnerships, Floreceer prepares students to achieve at high levels, lead with audacious hope, and contribute meaningfully to the economic, civic, and cultural vitality of Birmingham while engaging confidently in an interconnected global society.

FCS's Vision: Ensuring that Students THRIVE

Floreceer Community School (FCS) is designed to serve students and families in the Ensley community of Birmingham, Alabama, and surrounding neighborhoods that have historically experienced limited access to high-quality, innovative educational opportunities. Ensley is a culturally rich area rooted in the arts community with deep historical roots and growing linguistic diversity. FCS seeks to partner with families, community organizations, and local stakeholders to create a rigorous and supportive academic environment that reflects and strengthens the assets of the community it serves. Our motto is “Atrévete a ser diferente — Dare to be different.” Floreceer Community School fosters a culture of audacious hope, leadership, and responsibility. Through rigorous academics, dual-language immersion, and strong community partnerships, the school prepares students to become thoughtful leaders who contribute meaningfully to both their local community and the broader global society. Through a Spanish dual-language immersion model, Floreceer Community School will provide students in grades K–8 with an academically rigorous program that develops bilingualism, biliteracy, and strong academic proficiency in core subjects. FCS integrates the following design elements:

- Rigorous data-driven instruction in both Spanish & English;

- Collaborative leadership structures through Global Teams (house/advisory system);
- Dual-language instruction; and
- Community-centered partnerships.

Our model is rooted in developing the whole child to ensure that all students develop the academic foundation and leadership skills necessary for success in secondary education and beyond. Floreecer Community School will operate as an active community partner by engaging families as essential contributors to the educational process and by collaborating with local organizations to expand opportunities for students. Floreecer will serve as a hub for family engagement, cultural connection, and academic support, reinforcing the belief that strong schools strengthen strong communities. Through this approach, Floreecer seeks not only to educate students but also to contribute to the revitalization and long-term prosperity of the Ensley community. Consistent with the goals of the Alabama School Choice and Student Opportunity Act (Ala. Code §16-6F-1 *et seq.*), Floreecer Community School seeks to expand innovative, high-quality educational options for families while promoting student achievement, innovation in public education, and greater educational outcomes. FCS's dual-language model prepares students with linguistic, cognitive, and cultural competencies that support college and career readiness in an increasingly global economy.

Floreecer Community School envisions becoming a beacon of excellence in bilingual education within Alabama and a replicable model for innovative dual-language programming in public charter schools. Over time, FCS aims to:

- Increase access to high-quality bilingual education for students in Birmingham;
- Develop students who are bilingual, biliterate, and academically proficient by the completion of eighth grade;
- Strengthen family engagement and community collaboration through partnerships with local organizations and cultural institutions;
- Prepare students for high school success, college readiness, and competitive workforce opportunities; and
- Contribute to the long-term economic and social vitality of the Ensley community by cultivating confident, capable, and civically engaged young leaders.

Benchmarks: Measuring Success

Floreecer Community School will measure success through clear academic, linguistic, and community engagement benchmarks. Indicators of a successful program will include:

- Academic Achievement: Students meeting or exceeding state academic proficiency standards in core subjects;
- Bilingualism and Biliteracy: A majority of students demonstrating measurable progress toward bilingualism and biliteracy throughout the K–8 program, with the goal of full proficiency by the end of eighth grade;
- Student Growth: Consistent year-over-year academic growth as measured by state assessments and internal performance metrics;
- Family and Community Engagement: Strong participation of families in school programs, leadership opportunities, and community events; and

- High School Readiness: Graduates of Florecer Community School entering high school prepared for rigorous academic coursework and continued bilingual development.

ARTICLE IV: GOVERNANCE

Section 4.1 Governance

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

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

The Governing Board shall govern the School in a manner that ensures that it will satisfy its legal obligations, including, but not limited to: compliance with all applicable Laws, this Charter Contract, and 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, as amended from time to time with written notice to the Commission of any such amendments, Attachment 2: Governance Documents, and the Application.

Section 4.3 Non-Profit Status

A public charter school must be governed by an independent governing board that is, throughout the Term of Contract, exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Section 4.4 Organizational Structure and Plan

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

Section 4.5 Composition

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

Section 4.6 Change in Status or Governance Documents

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

Section 4.7 Conflicts of Interest

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

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

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

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

Section 4.8 Open Meetings

Starting from the date that this Charter Contract is fully executed, the Governing Board shall be subject to and comply with the Alabama Open Meetings Act and public records laws, including submitting an annual Governing Board meeting schedule with dates, times, and locations to the Commission, and assuring the Commission that the meetings are posted on the School website, if available.

ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS

Section 5.1 General Compliance

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

Section 5.2 Public School Status

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

Section 5.3 Nonsectarian Status

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

Section 5.4 Access to Individuals and Documents

The School shall provide the Commission with access to any individual, documentation, evidence, or information requested in writing 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 reasonably imposed by the Commission will be a material and substantial breach of the Charter Contract, unless the School does not have access itself to such information or documents.

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. Ala. Code § 16-6F-9. It shall be the duty and obligation of all such individuals to maintain and ensure compliance with the Alabama Ethics Laws. In the event that it is discovered or determined that any such individual is not in compliance with the Alabama Ethics Law in relation to their employment or activities related to the School, the Governing Board or School administration shall take immediate and appropriate action. Board members must also submit a statement of economic interest each year with the Ethics Commission.

Section 5.6 Record Keeping

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

Section 5.7 Non-Discrimination

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

Section 5.8 Inventories

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

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

Section 5.9 School Closure/Assets

In the event of closure of the School for any reason, the Commission shall oversee and work with the Governing Board 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: Public Charter School Application, on page 181.

Section 5.11 Staff Qualifications

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

Section 5.12 Contracting for Services

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

If the School chooses to purchase services from a local school system, such as transportation-related or lunchroom-related services, the school shall execute an annual service 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 ninety (90) days before the effective date of the proposed contract:

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

Section 5.13 Transaction with Affiliates

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

- a. The terms of the transaction do not violate the Schools' Code of Ethics and Conflict of Interest Policy or the terms of this Charter Contract.
- b. The terms of such transaction (considering all the facts and circumstances) are no less favorable to the School than those that could be obtained at the time from a person that is not such an affiliate, member, employee, or an individual related thereto.
- c. The involved individual recuses him or herself from all Governing Board discussions and does not vote on or decide any matters related to such a 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 (10%) or more, and the term "person" means an individual, partnership, committee, association, corporation or any other organization or group of persons.

ARTICLE VI: ENROLLMENT

Section 6.1 Enrollment Policy

The School shall comply with applicable law and the enrollment policy found in Section 16-6F-5(a) of the Alabama Code and incorporated into this Charter Contract as “Attachment 10: Enrollment Policy.”

Section 6.2 Maximum Enrollment

The capacity of the School shall be determined annually by the Governing Board in conjunction with the authorizer and in consideration of the School's ability to facilitate the academic success of its students, achieve the other objectives specified in this Charter Contract, and ensure that its student enrollment does not exceed the capacity of its facility or site. In no event, however, shall a school deviate from its Enrollment Plan as set forth in Section 6.4 (including, without limitation, by adding or removing grade levels), unless formally approved by the Commission.

Section 6.3 Annual Enrollment Review

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

Section 6.4 Enrollment Plan

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

Enrollment Projections Over the Five-Year Contract Period															
Enrollment Projections															
Grade Level	Opening Year			2nd Year			3rd Year			4th Year			5th Year		
	Min	Target	Max	Min	Target	Max	Min	Target	Max	Min	Target	Max	Min	Target	Max
K	25	40	60	30	40	65	30	45	70	35	45	75	40	45	80
1	25	40	60	30	40	65	30	45	70	35	45	75	40	45	80
2	25	40	60	30	40	60	30	45	70	35	45	75	40	45	80
3				30	40	60	30	45	65	35	45	70	40	45	80
4							30	45	65	35	45	70	40	45	80
5										30	45	70	40	45	80
6													40	45	80
7															
8															
9															
10															
11															
12															
Total Elementary Enrollment (K-5)	75	120	180	120	160	250	150	225	340	205	270	435	280	315	560
Total Middle School Enrollment (6-8)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total High School Enrollment (9-12)	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Enrollment	75	120	180	120	160	250	150	225	340	205	270	435	280	315	560
RAISE Act Enrollment Projections															
Students in Poverty	60	100	180	96	155	240	120	216	323	164	243	400	200	283	537
Special Education - Tier 1	5	10	20	5	15	30	5	20	40	5	25	50	5	30	60
Special Education - Tier 2	2	6	8	2	8	10	2	10	12	2	12	14	2	12	16
Special Education - Tier 3	1	4	6	1	4	6	1	4	8	1	5	10	1	6	12
English Language Learners	15	20	30	15	20	40	20	30	50	20	35	70	20	40	80
Gifted Students	5	10	25	5	15	30	5	20	40	5	25	50	5	30	60
Charter Students	75	120	180	120	160	250	150	225	340	205	270	435	280	315	560
Foundations Program Average Daily Membership Estimate															
Average Daily Membership K-3	75	120	180	120	160	250	120	180	275	140	180	295	160	180	320
Average Daily Membership 4-6	-	-	-	-	-	-	30	45	65	65	90	140	120	135	240
Average Daily Membership 7-8	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Average Daily Membership 9-12	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
Total Average Daily Membership	75	120	180	120	160	250	150	225	340	205	270	435	280	315	560

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

Section 6.5 Student Records

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

Section 6.5 Student Information System

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

ARTICLE VII: TUITION OR FEES

Section 7.1 Tuition or School Fees

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

Anticipated fees are detailed in the following list:

Fee Schedule for Floreecer Community School:

The Governing Board has approved the following schedule of fees. These fees are optional and are assessed only for specific student activities or items:

- **Instructional Materials & Supply Fee:** \$100 per student (optional, intended to cover supplemental classroom materials)
- **Optional Extracurricular Activity Fee:** \$50.00 per activity (e.g., athletics, clubs, or specialized after-school programs)
- **Optional Field Trip Fee:** Actual cost per trip (assessed on a per-trip basis for optional enrichment activities)
- **Lost/Damaged Equipment/Textbook Fee:** Replacement cost (assessed for lost or damaged school-issued property, such as technology or library books)
- **Uniform Fee:** varies (though costs may be offset for families qualifying for financial assistance).

The Governing Board has not set any further student fees; however, if future fees are set, they will be in line with those charged by non-charter public schools.

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 will comply with all assessment protocols and requirements as established by the Department, maintain test security, and administer tests consistent with all Department requirements, provided that such protocols and requirements do not impose an undue burden on the School.

Section 8.3 English Learners

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

Section 8.4 Students with Disabilities

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

ARTICLE IX: FINANCIAL ACCOUNTABILITY

Section 9.1 Legal and Accounting Compliance

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

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

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

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

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

Section 9.2 Budget

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

Section 9.3 Annual Budget Statement

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

Section 9.4 School Funds

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

ARTICLE X: SCHOOL FACILITIES

Section 10.1 Accessibility

The School's facilities shall conform to the *Americans with Disabilities Act* (42 U.S.C. § 12101 et seq.) 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 June 30, 2027. The School may move its location(s) only after obtaining written approval from the Commission, which approval shall not be unreasonably withheld or delayed, subject to such terms and conditions as may be specified. Any expansions, additions, or changes in the location of the School, including the use of modulars or other temporary space, must be approved by the Commission in accordance with the Commission's Facility Approval Policy. Any change in the location of the School shall be consistent with the Application and reasonably acceptable to the Commission. Attachment 7: Physical Plant contains the address and description of the approved facility.

Section 10.4 Inspections

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

ARTICLE XI: EMPLOYMENT

Section 11.1 No Employee or Agency Relationship

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

Section 11.2 Retirement Plan/Insurance

The Governing Board of the School has voted not to participate in the Teachers' Retirement System and Public Education Employees' Health Insurance Plan. Such election must take place prior to the execution of this Charter Contract and once made is irrevocable.

Section 11.3 Background Checks

Public charter school employees are subject to the same fingerprint-based criminal history background checks that traditional public-school employees are under the *Alabama Child Protection Act of 1999* (Ala. Code §§ 16-22A-1 *et seq.*), 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* (Ala. Code §§ 31-13-1 *et seq.*, as amended from time to time). The School may not receive state funds before filing the School's E-Verify Memorandum of Understanding with the Department.

ARTICLE XII: INSURANCE AND LEGAL LIABILITIES

Section 12.1 Insurance

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

Section 12.2 Limitation of Liabilities

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

Section 12.3 Faith and/or Credit Contracts with Third Parties

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

ARTICLE XIII: OVERSIGHT AND ACCOUNTABILITY

Section 13.1 School Performance Framework

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

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

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

Where the framework has not yet been developed, another approach is to include language along the lines of the following:

A set of performance frameworks (singularly, "Performance Framework," and collectively, the "Performance Frameworks"), shall be incorporated into this Charter Contract as Attachment 9. The Performance Frameworks shall supersede and replace any and all assessment measures, education goals and objectives, financial operations metrics, and organization performance metrics set forth in the Application and not explicitly incorporated into the Performance Frameworks. The specific terms, form, and requirements of the Performance Frameworks, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the Authorizer and will be binding on the School. Material amendments to the Performance Frameworks shall require approval by the Authorizer.

The Commission shall have the authority to collect, analyze, and report all data from state assessments for the School's students in accordance with the performance framework. The parties acknowledge and agree that the education records of students enrolled in the School are governed by the requirements of the *Family Educational Rights and Privacy Act* ("FERPA"), 20 U.S.C. §1232g, and its corresponding regulations. The parties will safeguard personally identifiable information from education records in their possession by developing and adhering to data governance procedures that safeguard against unauthorized access or disclosure of such records in accordance with said law.

ARTICLE XIV: COMMISSION'S RIGHTS AND RESPONSIBILITIES

Section 14.1 Oversight and Enforcement

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

Section 14.2 Right to Review

The Commission is an independent state entity with oversight and regulatory authority over the School that it authorizes. Upon request, the Commission, or its designee, shall have the right to review all records created, established, or maintained by the School in accordance with the provisions of this Charter Contract, Commission policies and regulations, or federal and state laws and regulations. This right shall be in addition to the Commission's right to require the School to submit data and other information to aid in the Commission's oversight and monitoring of the School as provided under this Charter Contract and governing law. When the request is for on-site inspection of records, the Commission shall be granted immediate access. If the request is for reproduction of records, then the Commission will include a reasonable 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 sixty (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 Charter Contract may, in the discretion of the Commission, be deemed a breach and be grounds for corrective action up to and including revocation or nonrenewal of this Charter Contract. In making this determination, the Commission will consider the underlying facts and circumstances including, but not limited to, the severity of the violation as well as the frequency of violations. Material provisions include, but are not limited to, provisions imposing a requirement to comply with the Commission rules and policies and all applicable laws related to the health, safety, and welfare of students.

Section 15.2 Termination by the Commission

This Charter Contract may be terminated after written notice to the School, and the charter may be 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 this Charter Contract.
- b. Failure to meet generally accepted standards of fiscal management.
- c. Failure to provide the Commission with access to information and records.
- d. Substantial violation of any provision of applicable law.
- e. Failure to meet the goals, objectives, content standards, performance framework, applicable federal requirements, or other terms identified in this Charter Contract.
- f. Failure to attain the minimum state proficiency standard for public charter schools in each year of their operation and over the Charter Term.
- g. Bankruptcy, insolvency, or substantial delinquency in payments, of the School.
- h. Discovery that the Applicant submitted inaccurate, incomplete, or misleading information in its Application or in response to a Commission's request for information or documentation.
- i. The 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 the Act:

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

Section 15.4 Termination by the School

Should the School choose to terminate this Charter Contract before the end of the Charter Term, it must provide the Commission with notice of the decision immediately after it is made, but no later than ninety (90) 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 Charter Contract for any reason by the School, upon expiration of this Charter Contract, or if the School should cease operations or otherwise dissolve, the Commission shall oversee and work with the School to ensure a smooth and orderly closure and transition for students and parents, as guided by the Commission's closure protocol; provided, however, that in doing so the Commission will not be responsible for and will not assume any liability incurred by the School under this Charter Contract. The Governing Board and School personnel shall cooperate fully with the winding up of the affairs of the School. The School's obligations for following a termination protocol and winding up of the affairs of the School shall survive the Charter Term.

Section 15.6 Disposition of Assets upon Termination or Dissolution

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

ARTICLE XVI: MISCELLANEOUS PROVISIONS

Section 16.1 Records Retention

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

Section 16.2 Confidential Information

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

ARTICLE XVII: NOTICE

Section 17.1 Notice

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

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

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective as of August 22, 2028.

APPROVED BY A QUORUM OF THE COMMISSION ON: May 4, 2026.



Dr. Sheila Austin, Chair
Alabama Public Charter School Commission

July 1, 2026

THE CHARTER SCHOOL GOVERNING BOARD:



Deidre Clark, Chair
Florecer Community School Governing Board

APPENDICES

Attachment 1: Pre-Opening Process and Conditions

Attachment 2: Governance Documents

Attachment 3: Governing Board Roster and Disclosures

Attachment 4: Educational Program Terms and Design Elements

Attachment 5: Conflict of Interest Policy

Attachment 6: Education Service Provider (ESP) Contract Guidelines

Attachment 7: Physical Plant

Attachment 8: Statement of Assurances

Attachment 9: Identification of Documentation Required for Annual Performance Report

Attachment 10: Enrollment Policy

Attachment 11: Request for Proposals

Attachment 12: Public Charter School Application

Attachment 1: Pre-Opening Process and Conditions

TASK	DUE DATE	STATUS/NOTES	COMPLETE
School Facility/Physical Plant/Finances:			
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.	06/30/2027		
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.	12/01/2027		
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.	07/15/2027		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	07/15/2028		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy and Division of Construction Management approval is on file with the Commission.	05/01/2028		
The School has evidence of at least \$250,000 in confirmed or verifiably committed funding.	12/01/2027		
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.	03/15/2028		
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.	03/15/2028		

The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP).	01/15/2028		
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.	01/15/2028		
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.	03/15/2028		
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.	01/15/2028		
Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended.	02/15/2028		
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.	03/15/2028		
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 .	07/15/2028		

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.	07/15/2028		
State assessment schedule is on file with the Commission.	08/01/2028		
An employee roster and proof of background check clearance for members of the School's Governing Board, all staff, and contractors who will have unsupervised access to children is on file with the Commission.	08/01/2028		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	01/15/2028		
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).	01/15/2028		
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.	06/01/2028		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	08/01/2028		
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.	07/15/2028		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	08/01/2028		

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.	10/01/2028		
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).	01/15/2028		
Resume of each Governing Board member is on file with the Commission.	01/15/2028		
Governing Board disclosure forms are complete and on file with the Commission.	01/15/2028		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	01/15/2028		
Annually, the School and Commission must set performance targets/mission-specific goals designed to help the School meet its mission-specific educational and organizational goals. Once agreed upon, those performance targets shall be incorporated into the charter contract through amendment. These targets must be set by July 1st of each year of the School's operation.	08/01/2028		
The school has employed a school leader who has educational expertise and the appropriate credentials.	07/01/2028		
Budget:			
Submit a Quarterly statement of income and expenses. FCS is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	02/15/2028		
	05/15/2028		
	08/15/2028		
	11/15/2028		

Submit an unaudited Quarterly statement of income and expenses. FCS is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	02/15/2028		
	05/15/2028		
	08/15/2028		
	11/15/2028		
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.	02/15/2028		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission.	09/15/2028		
Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.	01/15/2028		

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

BYLAWS OF *GRATIA INTERNATIONAL DUAL-LANGUAGE ACADEMY (GIDLA)*

ARTICLE 1 Offices and Mission Statement

The initial principal office of Gratia International Dual-language Academy (GIDLA) (the "Corporation") shall be located within the parameters of Jefferson County, AL. The Corporation may have such other offices, within the State of Alabama, as the board of directors may determine or as the business of the Corporation may require, upon approval by the charter school authorizer of the Corporation.

The registered office of the Corporation required by the Alabama Business and Nonprofit Entities Code (the "Code") to be maintained in the State of Alabama shall be 7841 1st Ave N Unit #443 Birmingham, AL 35206. The address of the registered office and the registered agent for service of process may be changed from time to time by the board of directors in the manner provided in the Act.

The Corporation is organized as an Alabama nonprofit Corporation exclusively for educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), as amended, or the corresponding section of any future federal tax code, and shall not inure to or otherwise provide private gain of any person. The mission and primary purpose of the Corporation shall be to provide high-quality bilingual education to all public-school students who enroll with the Corporation, with an emphasis on dual-language immersion in grades K-12, and consistent with the goals and standards outlined in the Corporation's charter contract approved by the charter school authorizer of the Corporation.

ARTICLE 2 Board of Directors

Section 2.1 Management of Corporation. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the board of directors, except as otherwise provided by law or the Articles of Incorporation of the Corporation.

Section 2.2 Number, Tenure, and Qualifications. The number of directors constituting the initial board of directors is set forth in the Articles of Incorporation of the Corporation. Thereafter the number of directors may be increased or decreased from time to time by resolution of the board of directors, provided that no decrease in the number of directors shall have the effect of shortening the term of any incumbent director and provided further that the number of directors with voting rights shall never be less than three (3). Directors shall hold office for a term of three (3) years, and until their successors shall have been duly elected and qualified, or until their deaths, or until they shall resign or shall have been removed from office in the manner provided in the Articles of Incorporation of the Corporation. No director shall serve for more than six consecutive years without a one-year absence from the board. Terms shall be staggered with initial board members serving for either two-

or three-year terms to produce approximately half the directors with terms ending in odd years and another half in even years. Directors need not all be residents of the State of Alabama, but at least twenty percent (20%) of the total number of directors serving on the board must be parents of students currently enrolled at the Corporation.

Section 2.3 Election. The initial directors shall serve until the first annual meeting of the board of directors. Thereafter, directors shall be elected by a majority vote of the directors then in office. A director elected to fill a vacancy shall be elected to serve for the unexpired term of his or her predecessor in office, and a director elected to fill a vacancy to be filled because of an increase in the number of directors shall be elected to serve a full term of three (3) years.

Section 2.4 Open Meeting Laws. The board of directors and the Corporation are subject to Alabama's open-meeting laws, and all meetings of the board of directors shall be held at the time and place provided in the notice prepared in compliance with the open-meeting laws.

Section 2.5 Annual Meetings. The annual meeting of the board of directors, commencing with the year 2023, shall be held in December on such date, and at such time and place, within the school district where the Corporation is located, as shall be determined by resolution of the board of directors or by the Chair of the Corporation to elect directors and for the transaction of such other business as may come before the meeting. The annual meeting shall be held at a time convenient for parents of enrolled students to attend the meeting. At least ten (10) days before the date of the annual meeting, the Chair of the Corporation shall give notice to each member of the Board of Directors of such meeting in the manner hereinafter provided, setting forth the date, time, and place of the meeting. If the election of directors shall not be held on the day designated for the annual meeting of the Board of Directors, or at any adjournment thereof, the Board of Directors shall cause the election to be held at a special meeting of the Board of Directors as soon thereafter as may be conveniently held.

Section 2.6 Regular and Special Meetings. Meetings of the board of directors, regular or special, must be held within the school district where the Corporation is located and shall be open to the public. Regular meetings may be held upon such notice, if any, and at such time and place as shall be determined by resolution of the board of directors, but all such meetings shall be held at times convenient for parents of enrolled students to attend. Special meetings of the board of directors may be called by the Chair of the GIDLA Board or any director on five (5) days' notice to each director, which notice shall be in writing (a) delivered personally, (b) delivered by mailing to a director at his or her address as it appears in the records of the Corporation, or (c) delivered by electronic mail or facsimile transmission. All special meetings shall be held at times convenient for parents of enrolled students to attend. The Secretary of the GIDLA Board, at the request in writing of the Chair or of any director, shall send such written notice on behalf of the Chair or such director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If by electronic mail or facsimile, such notice shall be deemed to be delivered when the sender receives confirmation that such electronic mail or facsimile transmission has been received by the recipient thereof. The business to be transacted and the purpose of any special meeting of the Board of Directors shall be specified in the notice for a special meeting of the Board of Directors.

Section 2.7 Meeting by Telephone. Members of the Board of Directors or any committee designated thereby may participate in a meeting of the board or such committee by means of a conference telephone, video

conference, or similar communications equipment by means of which all persons participating in the meeting, and all those present at the meeting, can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 2.8 Quorum. A majority of the whole number of directors then serving on the board shall constitute a quorum for the transaction of business at any meeting of the board of directors. If less than a majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 2.9 Voting. Except as otherwise provided in these Bylaws or the Articles of Incorporation of GIDLA, the act of a majority of the directors present at a meeting at which there is a quorum shall be the act of the board of directors.

Section 2.10 Action Without a Meeting. Any action required or permitted to be taken by the board of directors or a committee thereof at a meeting may be taken without a meeting if consent in writing, setting forth the action so taken, shall be signed by all of the directors or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote of the directors or the members of such committee.

Section 2.11 Committees of Directors. The board of directors, by resolution adopted by a majority of the directors present at a meeting at which a quorum is present, may designate one or more committees, each of which shall consist of two (2) or more directors. Committees, to the extent provided by resolution, shall have all powers delegated by the board in the committee charter, except that no such committee shall have the authority to (a) amend, alter, or repeal these bylaws; (b) elect, appoint, or remove any member of any such committee or any director or officer of the Corporation; (c) amend or restate the Articles of Incorporation of the Corporation or its charter contract with its charter school authorizer; (d) adopt a plan of merger or adopt a plan of consolidation with another nonprofit corporation; (e) authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; (f) authorize the voluntary dissolution of the Corporation or revoking proceedings therefor; (g) adopt a plan for the distribution of the assets of the Corporation; or (h) amend, alter, or repeal any action or resolution of the board of directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. Notwithstanding any of the foregoing, if at any meeting of any committee, a sufficient number of directors is present to constitute a quorum of the board of directors, that committee meeting shall be conducted in public in the same manner as a regular meeting of the board of directors. Notwithstanding any other provision of this Section, any committee of directors shall comply with Alabama's open-meetings law.

Section 2.12 Compensation and Financial Relationships. The directors of the GIDLA shall serve without compensation but may receive a reasonable amount as reimbursement of expenses incurred in attending to their authorized duties. No director may have a financial relationship with any education service provider retained by GIDLA, and no director may have a financial relationship with the staff of any entity registered as a charter school authorizer under Alabama law.

Section 2.13 Loans to Employees and Directors. **Gratia International Dual-language Academy (GIDLA)** shall not lend money to its directors or officers or any family member thereof.

Section 2.14 Removal. Any or all of the directors may be removed with or without cause by a majority vote of the entire Board at any special meeting of the Board called for that purpose.

ARTICLE 3 Officers

Section 3.1 Positions. The officers of the Corporation shall be elected by the board of directors and shall consist of a Board Chair, a Vice-Chair, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary by the Board of directors. Any two or more offices may be held by the same person, except the offices of Chair and Secretary.

Section 3.2 Election and Term of Office. The initial officers of **GIDLA** shall be elected by the board of directors at the first meeting of the board of directors. Thereafter, the officers of the **GIDLA** shall be elected by the board of directors at its annual meeting. Each officer shall hold office at the pleasure of the Board of Directors from the date of his or her election until the next annual meeting of the Board of Directors and until his or her successor is duly elected and qualified, or until his or her death or resignation or removal from office in the manner hereinafter provided. In no event shall any one term of an officer be more than **three years** from election.

Section 3.3 Vacancies. A vacancy in any office may be filled only by the board of directors and shall be filled by a majority vote.

Section 3.4 Removal. Any officer may be removed, with or without cause, by a majority vote of the board of directors. Election or appointment of an officer shall not of itself create contract rights.

Section 3.5 Duties of Officers. The officers of the Corporation, if and when elected by the board of directors of the Corporation, shall have the following duties:

- a) Chair. The Chair shall, when present, preside at all meetings of the Board of Directors. Upon approval of the board at a duly called meeting where a quorum is present, the Chair may not sign deeds, mortgages, bonds, contracts, or other instruments for or on behalf of **GIDLA** except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of **GIDLA**. In general, the Chair shall perform assigned duties as outlined and agreed upon as incident to the office of the Chair and such other duties as may be prescribed by the Board of Directors.
- b) Vice-Chair. In the absence of the Chair or in the event of the Chair's death or inability to act, the Vice-Chair (if there be more than one Vice-Chair, the Vice-Chair in the order determined by the Board of Directors) shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. Any Vice-Chair shall perform such duties as from time to time may be assigned to such Vice-Chair by the Chair or the Board of Directors.
- c) Secretary. The Secretary shall keep the minutes of the proceedings of the Board of Directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation; see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the

Secretary by the Chair or the board of directors. If there is no Treasurer of the Corporation, the Secretary shall assume the authority and duties of the Treasurer. The Secretary shall also be responsible for ensuring that the books and records of the Corporation are maintained and made available for inspection in compliance with Alabama law.

- d) Treasurer. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation. The Treasurer shall present or cause to be presented books of accounts and other books showing the funds and other property of the Corporation, all of which shall be open at all times to the inspection of the Board of Directors. The Treasurer shall present an operating statement and report, since the last preceding regular Board meeting, to the Board at all regular meetings. The Treasurer shall ensure that the policies outlined in the adopted financial policies of the Corporation, including those regarding cash and check disbursements and changes to the approved annual budget, are followed. The Treasurer shall recommend for Board approval an auditor to conduct an annual audit of the corporation.

ARTICLE 4 **Waiver of Notice**

Whenever any notice is required to be given to any director of the **GIDLA** under the provisions of the Code, the Articles of Incorporation, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors or any committee designated thereby need be specified in the waiver of notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE 5 **General**

Section 5.1 Fiscal Year. The fiscal year of the Corporation for income tax and financial accounting purposes shall begin on October 1 and end on September 30.

Section 5.2 Checks and Notes. All checks, drafts, or demands for the payment of monies, notes, or other pieces of evidence of indebtedness issued in the name of the **GIDLA** shall be signed by an officer or agent of **GIDLA** and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the Treasurer or the Secretary and countersigned by the Chair or a Vice-Chair of the Corporation.

Section 5.3 Deposits. All funds of Gratia International Dual-language Academy shall be deposited to the credit of **GIDLA** in one or more banks, trust companies, or other depositories as the board of directors or the Chair may from time to time designate, upon such terms and conditions as shall be fixed by the board of directors or the Chair. The Board of Directors or the Chair may from time to time authorize the opening and keeping, with any such depository as may be designated by the Board of Directors or the Chair, of general and special bank

accounts and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these bylaws, as the board of directors or the Chair may deem necessary.

Section 5.4 Corporate Seal. The board of directors may select a corporate seal and have inscribed thereon the name of the Corporation, the words "Alabama" and "Corporate Seal," and such seal may include the date of incorporation of the Corporation. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 5.5 Reserved.

Section 5.6 Gifts and Grants. The board of directors may accept on behalf of GIDLA any contribution, gift, bequest, or devise for and consistent with the general purposes, or for and consistent with any specific purpose, of the Corporation.

ARTICLE 6

Exculpation of Directors

Section 6.1 Acts of Director. No director shall be liable to anyone for any acts on behalf of the Corporation or any omissions concerning the Corporation committed by such director.

Section 6.2 Acts of Other Directors. No director shall be liable to anyone for any act of neglect or default on the part of any one or more of the other directors.

Section 6.3 Indemnification of Directors. A director shall be indemnified against any judgments, expenses, losses, costs, attorney's fees, settlements and other amounts incurred or suffered on account of the director's service as such by, and subject to meeting the requirements of, the Articles of Incorporation of the Corporation and these Bylaws.

ARTICLE 7

Source and Investment of Funds

Funds for the operation of the Corporation and the furtherance of its objectives and purposes may be derived from grants and allocations from governmental or private agencies or bodies, donations from public and private organizations, associations, and individuals, and such other sources as may be approved by the board of directors. Except as otherwise provided by law or lawfully directed by any grantor or donor, and except as otherwise required by any written charter contract entered into by the Corporation, the Corporation may retain or dispose of all or any part of any real or personal property acquired by it and invest and reinvest any funds held by it according to the judgment of the board of directors, without being restricted to the class of investments which fiduciaries are or hereafter may be permitted by law to make.

ARTICLE 8

Prohibition Regarding the Use of Funds and Distribution of Assets on Dissolution

No part of the net receipts of the Corporation shall inure to the benefit of any director or officer of the Corporation or any private individual, provided, however, that this prohibition shall not prevent the payment to any person of such reasonable compensation for services rendered to or for the Corporation in conformity with

these Bylaws. Upon the dissolution of the Corporation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, distribute its assets to a nonprofit fund, foundation, or corporation that is organized and operated exclusively with the meaning of Section 501(c)(3) of the Internal Revenue Code or corresponding section of any future federal tax code or shall be distributed to the federal government, or a state or local government, for public purpose.

ARTICLE 9

Amendment of Bylaws

These bylaws may be altered, amended, or repealed, and new bylaws may be adopted, only by vote of a majority of all of the directors.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
P.O. Box 2508
Cincinnati, OH 45201

GRATIA INTERNATIONAL DUAL LANGUAGE
ACADEMIES
C/O ONDRAYA MORRIS
7859 WINSLOW CREST
TRUSSVILLE, AL 35173

Date:
03/05/2025
Employer ID number:
93-4751125
Person to contact:
Name: Oleg Berenson
ID number: 3632629
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(ii)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
November 20, 2023
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053569004554

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

Information for Charter Schools

You're not subject to the specific publishing requirements of Revenue Procedure 75-50, 1975-2 C.B., page 587, as long as you operate under a contract with the local government. If your method of operation changes to the extent that your charter is not approved, terminated, cancelled or not renewed, you should notify us. You'll also be required to comply with Revenue Procedure 75-50.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

DOMESTIC NONPROFIT CORPORATION
CERTIFICATE OF FORMATION

2026

PURPOSE: In order to form a Nonprofit Corporation under Sections 10A-1-3.05 and 10A-3-3.02 of the *Code of Alabama 1975*, this Certificate of Formation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the corporation: Gratia International Dual-language Academies (GIDLA)

2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached.

3. This nonprofit corporation (MUST check one):

☒ has Members or ☐ has no Members

4. Street (**No PO Boxes**) address of principal office of the corporation:

5422 Balboa Circle Pinson, AL 35126

Mailing address of principal office (if different from street address): _____

5. The name of the registered agent (only one agent): On'Draya Morris

Street (**No PO Boxes**) address of registered office (must be located in Alabama): _____

5422 Balboa Circle Pinson, AL 35126

*COUNTY of above address: JEFFERSON

Mailing address in Alabama of registered office (if different from street address): _____

(For SOS Office Use Only)

Alabama
Sec. Of State

001-108-940 DNP

Date 11/20/2023

Time 14:38:00

File \$100.00

County \$100.00

Total \$200.00

DOMESTIC NONPROFIT CORPORATION CERTIFICATE OF FORMATION

6. Purpose for which corporation is formed: _____

GRATIA International Dual-language Academy (GIDLA) is a 6-12 dual-language immersion school providin _____;
the purpose includes the transaction of any lawful business for which nonprofit corporations may be incorporated in Alabama under Title 10A, Chapter 3 of the Code of Alabama.

7. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

8. The name(s) of the Incorporator(s): **See attached**

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s):_

Street (**No PO Boxes**) address of _____
Incorporator(s):

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s):_

Street (**No PO Boxes**) address of Incorporator(s): _____

Mailing address of Incorporator(s) – (if different from street address): _____

The name(s) of the Incorporator(s):_

Street (**No PO Boxes**) address of _____
Incorporator(s):

Mailing address of Incorporator(s) – (if different from street address): _____

9. The number of Directors constituting the initial Board of Directors is 3 .

The initial Directors names and addresses must be listed in this

Certificate of Formation. Director's Name: **See attached**

Street (**No PO Boxes**) address of Director: _____

Mailing address of Director(s) - (if different from street address): _____

Director's Name: _____

Street (**No PO Boxes**) address of Director: _____

Mailing address of Director(s) - (if different from street address): _____

Director's Name: _____

Street (**No PO Boxes**) address of Director: _____

Mailing address of Director(s) - (if different from street address): _____

Director's Name: _____

Street (**No PO Boxes**) address of Director: _____

Mailing address of Director(s) - (if different from street address): _____

DOMESTIC NONPROFIT CORPORATION CERTIFICATE OF FORMATION

Attach listing if more Directors need to be added (type “see attached” in the name line for the first Director on this form).

10. Unless an attachment to this Certificate of Formation provides that a change in the number of directors shall be made only by amendment to the Certificate of Formation, a change in the number of directors made by amendment to the bylaws shall be controlling. In all other cases, whenever a provision of the Certificate of Formation is inconsistent with a bylaw, the provision of the Certificate of Formation shall be controlling.

X Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or regulation of the internal affairs of the nonprofit corporation, including any provisions for distribution of assets on dissolution or final liquidation.

*County of Registered Agent is requested in order to determine distribution of County filing fees

11 / 20 / 2023

Date (MM/DD/YYYY)

On'Draya Morris

Signature as required by 10A-1-3.04

Executive Director

Typed name of above signature

Additional Details

Directors

Director	Street Address	Mailing Address
Jody Trautwein	453 River Crest Drive North 35080 Helena, AL 35080	453 River Crest Drive North 35080 Helena, AL 35080
Angel Jackson	118 Blackiston Ridge Ct. Clarksville, AL 47129	118 Blackiston Ridge Ct. Clarksville, AL 47129
Nadra Nash-Montgomery	3633 E. Farrier Drive Tucson, AZ 85739	3633 E. Farrier Drive Tucson, AZ 85739

Incorporators

Incorporator	Street Address	Mailing Address
On'Draya Morris	5422 Balboa Circle Pinson, AL 35126	5422 Balboa Circle Pinson, AL 35126

Wes Allen
Secretary of State

P.O. Box 5616
Montgomery, AL 36103-5616

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

pursuant to the provisions of Title 10A, Chapter 1, Article 5, Code of Alabama
1975, and upon an examination of the entity records on file in this office, the
following entity name is reserved as available:

Gratia International Dual Language Academies (GIDLA)

This name reservation is for the exclusive use of On'Draya Morris, 5422 Balboa
Circle, Pinson, AL 35126 for a period of one year beginning November 20, 2023
and expiring November 20, 2024



RES125762

**In Testimony Whereof, I have hereunto set my
hand and affixed the Great Seal of the State, at the
Capitol, in the city of Montgomery, on this day.**

November 20, 2023

Date

A handwritten signature in black ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

Attachment 3: Governing Board Roster and Disclosures

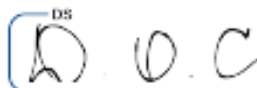
Governing Board Roster						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
Board Chair	Deidre Clark	736 81st Pl S Birmingham, Al 35206	205-222-4572	ouijella@gmail.com	10/2024	10/2027
Board Treasurer	Samantha Briggs	290 Valley View Rd., Indian Springs, 35124	205-292-3329	micahandcj@hotmail.com	11/2024	11/2027
Board Member	Nadra Washington-Nash	10368 W. Robertson St., Marana, Az. 85653	954-558-3194	nadramontgomery@gmail.com	11/2023	11/2026
Board Secretary	Carmen Novoa	505 Blue Ridge Villa Drive, Birmingham AL 35226	614-370-5017	novoa.cg@gmail.com	11/2025	11/2028
Board Member	Andrew Krist	2944 Riverwood Terrace, Birmingham, AL, 35242	850-428-0643	atkrist@crimson.ua.edu	11/2025	11/2028
Board Member	Jennifer Saliba	1441 Haddon Place Hoover, AL 35226	205-937-9968	jenn@salibahomes.com	11/2024	11/2027
Board Member	Gilberto Herrera	1120 Linwood St, Birmingham, AL 35215	205-739-9473	g@gilbertoherrera.com	10/2024	10/2027
Board Member	Jody Trautwein	453 River Crest Drive North Helena, AL 35080	205-365-2757	jodyltrautwein@gmail.com	11/2023	11/2026

**Floreecer Community School
Governing Board Member Disclosure Form**

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

Background

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

DS


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

☐ Does not apply to me.

☐ Yes (Explain) _____

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

☐ Does not apply to me.

☐ Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

- I/We have no such interest. _____
- Yes

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

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

Other

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

Deidre Clark

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

DocuSigned by:



6/25/26

Signature

Date

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

**Florece Community School
Governing Board Member Disclosure Form**

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

Background

Samantha Elliott Briggs

1. Provide your full legal name:

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

SEB

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

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

☐ Does not apply to me.

☐ Yes (Explain) _____

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

☐ Does not apply to me.

☐ Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

SEB

- I/We have no such interest.
- Yes

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

SEB

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

Other

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

Samantha Elliott Briggs

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

Samantha Elliott Briggs

6/25/26

Signature

Date

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

**Floreceer Community School
Governing Board Member Disclosure Form**

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

Background

Nadra Nash Montgomery

1. Provide your full legal name:

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

NNM

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

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

☐ Does not apply to me.

☐ Yes (Explain) _____

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

☐ Does not apply to me.

☐ Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

NJM

- I/We have no such interest.
- Yes

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

NJM

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

Other

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

Nadra Nash Montgomery

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

Nadra Nash Montgomery

6/25/26

Signature

Date

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

**Floreceer Community School
Governing Board Member Disclosure Form**

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

Background

Carmen Novoa

1. Provide your full legal name:

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

CN

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

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

☐ Does not apply to me.

☐ Yes (Explain) _____

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

☐ Does not apply to me.

☐ Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

- CN
- I/We have no such interest.
 - Yes

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

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

Other

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

Carmen Novoa

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

Carmen Novoa

6/25/26

Signature

Date

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

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Background

Andrew Krist

1. Provide your full legal name:

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

ATK

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

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

☐ Does not apply to me.

☐ Yes (Explain) _____

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

☐ Does not apply to me.

☐ Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

ATK

- I/We have no such interest.
- Yes

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

ATK

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

Other

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

Andrew Krist

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

Andrew Krist

6/25/26

Signature

Date

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

**Floreecer Community School
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Background

Jennifer Saliba

1. Provide your full legal name:

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

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

JS

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

☐ Does not apply to me.

☐ Yes (Explain) _____

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

☐ Does not apply to me.

☐ Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

- I/We have no such interest. JS

- Yes
-
-

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

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

- Yes
-
-

Other

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

Jennifer Saliba

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

Jennifer Saliba

6/25/26

Signature

Date

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

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Background

Gilberto Herrera

1. Provide your full legal name:

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

GH

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

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

☐ Does not apply to me.

☐ Yes (Explain) _____

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

☐ Does not apply to me.

☐ Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

- GH
- I/We have no such interest.

- Yes
-
-

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

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

- Yes
-
-

Other

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

Gilberto Herrera

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

Gilberto Herrera

6/25/26

Signature

Date

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

**Floreecer Community School
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Background

Jody Trautwein

1. Provide your full legal name:

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

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

JT

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

☐ Does not apply to me.

☐ Yes (Explain) _____

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

☐ Does not apply to me.

☐ Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

- I/We have no such interest. JT

- Yes

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

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

- Yes

Other

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

Jody Trautwein

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

Jody Trautwein

6/25/26

Signature

Date

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

Attachment 4: Educational Program Terms and Design Elements

School Name:	<i>Florecer Community School</i>
Mission:	Florecer Community School (FCS) is a K-8 dual-language immersion school that provides a culturally diverse and rigorous global learning experience to prepare ALL students to flourish as multilingual, multiliterate, high-achieving changemakers while sustaining audacious joy and a commitment to building an international community.
Vision:	Florecer's vision is simple; we are building strong student ambassadors and communities that flourish academically and emotionally, ultimately developing and leading with empathy and joy with their multilingual superpowers, while remaining curious and optimistic about the future and resilient as active changemakers.
Objectives:	● Academic Excellence: Achieve and maintain high levels of academic proficiency in English and Spanish across all core subjects by implementing rigorous, data-driven instructional practices aligned with the Alabama Course of Study (ALCOS). ● Bilingual and Biliterate Proficiency: Ensure that a majority of students demonstrate measurable progress toward becoming bilingual and biliterate, with the target of full proficiency by the end of eighth grade as measured by standardized language assessments (e.g., AAPPL). ● Community and Family Integration: Strengthen community revitalization in the Ensley area by establishing the school as a hub for family engagement, providing wrap-around support services, and maintaining active partnerships with local community organizations and families. ● Data-Driven Growth: Demonstrate consistent year-over-year academic growth for all student subgroups by utilizing frequent assessments to monitor progress, address achievement gaps, and provide high-support interventions. ● Holistic Student Development: Cultivate a culture of "audacious joy" and leadership by integrating the THRIVE community values into the daily school experience, fostering the whole-child development necessary for success in secondary education and beyond.
Goals:	Student Achievement ● <u>Year 1:</u> By the end of year 1, 25% students at Florecer will be prepared to exceed their local district average in ELA, Math, and Science as measured by ACAP aligned benchmarks in preparation for ACAP testing in year 2 . ● <u>Year 3:</u> By the end of year 3, 40% students at Florecer will exceed their local district average in ELA, Math, and Science as measured by ACAP. ● <u>Year 5:</u> By the end of year 5, 60% of students at Florecer will exceed their local district average in ELA, Math, and Science as measured by ACAP. Student Growth

	• <u>Year 1:</u> In year 1, 80% of students will score a Median Growth Percentile (MGP) of 50 or above in Reading and Math, from fall to spring, as measured by NWEA Growth assessments. • <u>Year 3:</u> In year 3, 90% of students will score a Median Growth Percentile (MGP) of 50 or above in Reading and Math, from fall to spring, as measured by NWEA Growth assessments. • <u>Year 5:</u> In year 5, 100% of students will score a Median Growth Percentile (MGP) of 50 or above in Reading and Math, from fall to spring, as measured by NWEA Growth assessments. Operational Excellence • <u>Year 1:</u> A score 80% or above on Anvilar, Birmingham City Schools LEA Reporting. • <u>Year 3:</u> A score of 85% or above on Anvilar, Birmingham City Schools reporting. Fewer than 4 findings on state monitoring. • <u>Year 5:</u> An 90% or above score on Anvilar, Birmingham City Schools LEA Reporting. Bilingualism/Biliteracy Achievement • <u>Year 1:</u> By the end of year 1, 20% of students will show Novice-High (N-4) in both English/Spanish as measured by American Council on the Teaching of Foreign Language (ACTFL)'s, Assessment of Performance toward Proficiency in Languages (AAPPL). • <u>Year 3:</u> By the end of year 3, 50% of students will show intermediate fluency in both English/Spanish as measured by American Council on the Teaching of Foreign Language (ACTFL)'s, Assessment of Performance toward Proficiency in Languages (AAPPL). • <u>Year 5:</u> By the end of year 5 75% of students will show intermediate fluency in both English/Spanish as measured by American Council on the Teaching of Foreign Language (ACTFL)'s, Assessment of Performance toward Proficiency in Languages (AAPPL). Financial Goal • <u>Year 1:</u> A decrease in expenditures and/or increase in revenue that generates an average of one month reserve as indicated by the EOY financial statements. • <u>Year 3:</u> A 5% decrease in expenditures and/or increase in revenue that generates an average of one month reserve as indicated by the EOY financial statements. • <u>Year 5:</u> A 10% decrease in expenditures and/or increase in revenue that generates an average of one month reserve as indicated by the EOY financial statements.
Education Program Term #1:	1. Dual-language immersion. FCS is committed to ensuring that all students grow in core academic competencies and domains, relative to the learning standards in the state of Alabama, starting in kindergarten. Our dual-language model ensures that students grow in the additional critical competency of bilingualism (8). Our two-way immersion model serves as an audacious dual-language education because it involves two languages in two ways: Two languages are used for instruction, and two groups of students are involved—native English speakers and students from another language background

	(Spanish). Aligning with this model is typically a strength-based mindset to both native English speakers and native Spanish speakers as both can utilize learning autonomy to elevate all students toward becoming bilingual, bi-literate, and bicultural. The classroom becomes an invitation to explore differences in a learning laboratory. This unique approach serves as the first of its kind in the state of Alabama as an entire public charter school model.
Education Program Term #2:	Rigorous, Data-Driven Instruction. Florecer teachers approach all instruction through a data-driven lens, where daily lessons are intellectually prepped in strict alignment to the content, vocabulary, and rigor of Alabama standards and the ultimate goal of biliteracy in both Spanish and English. Furthermore, Florecer teachers use frequent assessment to monitor student progress towards mastery. We are committed to accelerating student learning and aggressively targeting existing gaps, and do so with a high-rigor, high support instructional program steeped in practice based learning. Florecer is adamant in our pursuit to improve the academic and life outcomes of our students. We are committed to excellence which translates to academic achievement in our school. As Florecer staff prepares and presents their best lessons daily, Florecer students meet the challenge by actively engaging all academic tasks assigned to them. In the spirit of hope, responsibility, and excellence, Florecer students commit themselves to incremental improvement daily.
Education Program Term #3:	Community Centered Innovation. As a community school we are steeped in the work of the community school model and framework. As such, our school model is built around trusting relationships, a shared vision, inclusive decision making and actionable data. In an effort to be centered in the community, we have created a community council called the THRIVE Team. The THRIVE team is centered around upholding our educational priorities with the utmost fidelity. Teachers and families will be trained in the Alabama Course of Study (ALCOS) elements that will allow for wrap-around academic support for families. During our weekly staff PD days (which occur on Fridays) we will invite families and community partners in the building to learn alongside our staff around how to best support students in closing the achievement gap. As a community council we are inviting our members to be a part of the real world connection to the curriculum by providing in house learning field trips, real world simulations, case studies and models of how our students can target their learning through math and literacy focused efforts. Our goal is that students and families are always able to make the connection between the real world and their school learning environment. Additionally, we are seeking to partner with local organizations to support wrap-around services for the entire family needs that have been identified by the community. These needs include evening ESL adult classes, GED preparation in Spanish/English and a safe place for newcomer families to identify ways to connect to their new community.
Education Program Term #4:	Global Teams (Houses/Advisory System). The House System provides safe spaces rooted in relationships and education equity so all students can succeed academically when given the academic and holistic support they need to thrive. The multi-grade house system groups students and staff into houses based on shared characteristics. Each house has its own identity,

	colors, and symbolism, and members compete against one another in various activities and events. The house system aims to build school spirit and camaraderie while encouraging healthy competition and teamwork.
Education Program Term #5:	N/A
Geographic Area Served:	Birmingham, AL
Location:	St. Joseph's Catholic Parish Ensley (Birmingham, AL)
Grades Served 2028-2029:	K-2
Grades Served at Capacity:	K-8
Projected Enrollment 2028-2029:	Min. 75 Med. 120 Max. 180
Projected Enrollment at Capacity:	Min. 405 Med. 560 Max. 750
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 the interests of Floreecer Community School. In the event, Floreecer Community School is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of Floreecer Community School 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 interests applicable to nonprofit and charitable organizations.

Article II

Definitions

Section 2.1 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.

Section 2.2 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 Floreecer Community School has a transaction or arrangement,
- b. A compensation arrangement with Floreecer Community School or with any entity or individual with which Floreecer Community School has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which Floreecer Community School is negotiating a transaction or arrangement.

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

Article III

Procedures

Section 3.1 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of a 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.

Section 3.2 Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. 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. 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.

Notwithstanding anything herein, a conflict of interest shall not exist and no review or action by any governing Board or committee shall be necessary for one or more grants in an aggregate amount of Five Thousand Dollars (\$5,000) or less in any single calendar year, from Florecer Community School to an organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, where a financial interest as described herein exists.

1. Procedures for Addressing a 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 Florecer Community School 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 Florecer Community School'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.

2. 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.

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 Floreecer Community School 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, Floreecer Community School for services is precluded from voting on matters pertaining to that member's compensation.
- c. A voting member of the governing Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from Floreecer Community School, 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 School is charitable and that 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 Floreecer Community School 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 Floreecer Community School's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in procurement, 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, Floreecer Community School 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 Charter 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 this Charter 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 this Charter Contract. Insurance coverage must take into account whether or not staff at the school are employees of the ESP or the School.
15. Marketing and development costs paid by or charged to the Contract School shall be limited to those costs specific to the Contract School program and shall not include any costs for the marketing and development of the ESP.
16. If the Contract School intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not be a part of or incorporated into the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the School.

Attachment 7: Physical Plant

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

Physical Plan Description

The facility consists of the former St. Joseph Elementary School facility and a Jefferson Co Head Start facility, situated on real property in Jefferson County, Alabama, and owned by St. Joseph Catholic Parish, Birmingham. The property includes the school building, classrooms, annex, adjoining recreational areas, a kitchen, and a cafeteria, comprising approximately 28,000 to 30,000 square feet of usable space with adequate adjacent green space. The property is a pre-existing school structure that is currently vacant and has received certain improvements, including updated roofing and a security system.

Site Plans

Prior to the commencement of school operations, Florecer will occupy the facility from August 1, 2026 to July 31, 2028 for the purpose of renovating and preparing the facility for operation as a public charter school. Renovation activities will include evaluating and completing necessary repairs to bring the facility into compliance with current building codes, educational requirements, and applicable state and local regulations, with estimated renovation costs of approximately \$1.2 million. Florecer has engaged 22Beacon and New School Facility Partners to provide technical assistance in site design, construction management, and facilities financing, with 22Beacon committing \$300,000 in pre-development funds to support pre-opening facility costs.

Floor Plans

Not available. Will update immediately upon receipt.

Lease Agreement

Not available. Will update immediately upon receipt. Letter of Intent is attached.

Certificate of Use and Occupancy

Not available. Will update immediately upon receipt.

Charter School Physical Plant Description

1. The address and a description of the site and physical plant (the “Site”) of Floreecer Community School (the “School”) is as follows:

Address: 320 Avenue K,
Birmingham, AL 35218

Description: The facility consists of the former St. Joseph Elementary School facility and annex, situated on real property in Jefferson County, Alabama, and owned by St. Joseph Catholic Parish, Birmingham. The property includes the school building, classrooms, annex, adjoining recreational areas, a kitchen, and a cafeteria, comprising approximately 28,000 to 30,000 square feet of usable space with adequate adjacent green space. The property is a pre-existing school structure that is currently vacant and has received certain improvements, including updated roofing and a security system.

Configuration of Grade Levels: Kindergarten – 8th grade

Term of Use: Charter Term

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 – Provided above.
 - b. Size of building – The building provides approximately 28,000 to 30,000 square feet of usable space with adequate adjacent green space.
 - c. Scaled floor plan – Not yet available. Will update immediately upon receipt.
 - d. Copy of executed lease or purchase agreement – Not yet available. Will update immediately upon receipt.
3. In addition, the School and the Commission or its designee hereby acknowledge and agree that the School shall not conduct classes or operate as a public charter school in this state until it has obtained the necessary fire, health, and safety approvals for the above-described facilities. These approvals must be provided by the School to the Commission’s Executive Director in advance of any such occupancy and must be acceptable to the Commission or its designee, in his/her sole discretion, prior to the School operating as a public charter school.
4. If the site described above is not used as the physical plant for the School, this Attachment of this Charter Contract between the School and the Commission must be amended pursuant to the Terms and Conditions of the Charter Contract, to designate, describe, and agree upon the School’s physical plant. The School must submit to the Commission or its designee complete information about the new site or facilities. This information includes that described in paragraphs 1, 2, and 3 of this

Attachment. The School shall not conduct classes as a public charter school in this state until it has submitted all the information described above to the satisfaction of the Commission by way of a request to amend this Charter Contract and the amendment regarding the new site has been executed by the Commission or its designee.

5. The School agrees to comply with the single site restrictions contained in this Attachment for the configuration of grade levels identified at the site, except as may be permitted with the express permission of the Commission or its designee. Any changes in the configuration of grade levels at the site requires an amendment to this Attachment pursuant to the Terms and Conditions of the Charter Contract set forth above.

ST. JOSEPHS CATHOLIC PARISH, BIRMINGHAM
LETTER OF INTENT TO LEASE PROPERTY

Date: June 29, 2026

From: St. Joseph Catholic Parish, Ensley

To: On'Draya Morris

1. Parties:

This Letter of Intent ("LOI") sets forth the principal terms and conditions under which St. Joseph Catholic Parish, Birmingham ("Landlord") proposes to lease to Tenant the premises described below.

2. Premises: The premises consisting of the school building, annex, and grounds surrounding said buildings, together with non-exclusive use of the common areas. The "premises" does not include the convent, which sits across from the playground from the school and annex.

3. Lease Terms: Initial Term: Based upon an understanding that said tenant will spend approximately \$1.2 Million renovating both the school, annex, and surround grounds, the term will be for five years (5) years (negotiable) commencing on August 1, 2028, and ending on July 31, 2033.

Renewal Options: Tenant shall have one option to renew the Lease for and additional ten (10) years (negotiable) as rental rates described below.

Right to Purchase: Within both the Initial Term and Second Term Tenant shall have the right of first refusal should the parish decide to sell the buildings.

4. Pre-Opening Construction License: Landlord understands that a tenant may need time for renovation work. Recognizing this fact Landlord will work toward an agreement that permits occupancy of the buildings for the sole purpose of performing said work. Landlord and tenant may agree to said occupancy through a separate licensing agreement for a nominal monthly fee.

4. Rent: Base Rent: \$60,000 per year payable in equal monthly installments of \$5,000.

Additional Rent: Tenant shall also pay its pro rata share of real estate taxes, insurance, and maintenance.

Escalations: Rent shall increase annually by 5%.

5. Use: Tenant shall use the Premises for the operation of a school and related lawful purposes, subject to Landlord's reasonable approval.

6. Improvements: The parties recognize that the school building and annex need renovation. Tenant has been provided a budget prepared on or about August 23, 2023, and that prior to occupancy much, if not all, of the proposed renovation work must be done. The rent is in part based upon that expectation. Tenant agrees to complete the work prior to occupancy and provide Landlord with documentation that the specified improvements have been completed in a workmanlike manner.

7. Operating Expenses: Following renovation work and initial occupancy Landlord shall be responsible for structural repairs, roof, and exterior walls. Tenant shall be responsible for utilities, maintenance of buildings and surrounding areas, and non-structural repairs, including HVAC servicing.

8. Contingencies: Prior to executing a lease approval of all terms is required of Landlord's Parish Council. Completion of any required inspections to Tenant's and Landlord's satisfaction.

9. Binding / Non-Binding Effect: Except for the provisions of Confidentiality, Exclusivity, Governing Law, and Brokerage (if any), this LOI is non-binding and serves only as an outline for the preparation of a formal Licensing and Lease Agreements. Neither party shall be legally bound until execution of a mutually acceptable Lease.

10. Timeline: The parties shall work in good faith to negotiate and execute a definitive Lease Agreement on or about August 1, 2026 for both the Licensing and Lease Agreements.



John F. Whitaker
General Council

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 School, I hereby certify under the penalty of perjury that all information and statements submitted for or on behalf of Floreecer Community 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 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. Sec. 501(c)(3)), is not to 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.

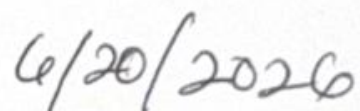
42. The School understands that the Commission will not reimburse the School for any costs incurred in the preparation of this application. All applications and associated materials become the property of the Commission, and the School claims no proprietary right to the ideas, writings, items, or samples, 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.
47. The School affirms that it shall in all respects comply with the requirements of *Ala. Code* § 41-1-91, et seq.
48. All of the information submitted in the Application is true, correct, complete, and in compliance with Alabama laws.
49. All of the information contained in the Application reflects the work of the applicant; no portion of the application was plagiarized.

Floreecer Community School

NAME OF SCHOOL



SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE



DATE

On'Draya Morris

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.

School-wide Performance Standards Narrative

FCS's Proposed Performance Framework Rationale

Mission: To cultivate bilingual, biliterate, and cross-culturally competent "changemakers" through a rigorous K-8 dual-language immersion curriculum rooted in community-centered, project-based learning.

Educational Model: A 50:50 Dual-language Immersion (DLI) model where core subjects (Math, Science, Social Studies, and Language Arts) are delivered in both English and Spanish to ensure cognitive flexibility and academic excellence.

Floreecer Community School's performance standards are a "Value-Add" model. We accept the Alabama Course of Study as our floor but set a "Multilingual Ambassador" standard as our ceiling.

Standard Area	Goal Statement	Mastery Benchmark
<u>Academic Core</u>	Students demonstrate mastery of Alabama Course of Study standards in all subjects.	Proficiency on ACAP (State Assessment) and NWEA MAP (Growth).
<u>Biliteracy</u>	Students read, write, and speak at or above grade level in both English and Spanish.	Reaching "Intermediate-Mid" or higher on the STAMP 4S by Grade 8.
<u>Civic Agency</u>	Students apply academic knowledge to solve real-world community problems.	Successful annual defense of a "Changemaker" Portfolio.
<u>Metacognition</u>	Students demonstrate high-level critical thinking and linguistic transfer skills.	Ability to translate and adapt complex concepts across cultures.

Expanding the Standards

Standard 1: Biliterate Academic Proficiency

Unlike traditional schools where Spanish is an elective, FCS students must demonstrate mastery of core subjects (Math, Science, Social Studies) in both languages. Performance is not marked by simple translation, but by the ability to perform high-level cognitive tasks—such as debating a scientific theory or solving a multi-step word problem—fluidly in the target language.

Standard 2: Cognitive & Metalinguistic Growth

Research shows that dual-language students often follow a different growth trajectory, sometimes trailing slightly in English in early grades but significantly outperforming peers by Grade 5. Our standards account for this "DLI Dip" by using Trajectory-Based Growth Goals, ensuring students are making the necessary linguistic leaps to reach long-term excellence.

Standard 3: Civic & Community Agency (The "Changemaker" Standard)

Mastery is also defined by a student's ability to apply their bilingualism. Every student must meet the Changemaker Performance Standard, verified by a bilingual Capstone project that addresses a local community need, demonstrating that their education has a tangible social ROI (Return on Investment)

Floreceer Community School Performance Measures

Measure	Year 1	Year 3	Year 5
Student Achievement	By the end of year 1, 25% students at Floreecer will be prepared to exceed their local district average in ELA, Math, and Science as measured by ACAP aligned benchmarks in preparation for ACAP testing in year 2 .	By the end of year 3, 40% students at Floreecer will exceed their local district average in ELA, Math, and Science as measured by ACAP.	By the end of year 5, 60% of students at Floreecer will exceed their local district average in ELA, Math, and Science as measured by ACAP.
Student Growth	In year 1, 80% of students will score a Median Growth Percentile (MGP) of 50 or above in Reading and Math, from fall to spring, as measured by NWEA Growth assessments.	In year 3, 90% of students will score a Median Growth Percentile (MGP) of 50 or above in Reading and Math, from fall to spring, as measured by NWEA Growth assessments.	In year 5, 100% of students will score a Median Growth Percentile (MGP) of 50 or above in Reading and Math, from fall to spring, as measured by NWEA Growth assessments.
Operational Excellence	A score 80% or above on Anvilar, Birmingham City Schools LEA Reporting.	A score of 85% or above on Anvilar, Birmingham City Schools reporting. Fewer than 4 findings on state monitoring.	An 90% or above score on Anvilar, Birmingham City Schools LEA Reporting.
Bilingualism/Biliteracy Achievement	By the end of year 1, 20% of students will show Novice-High (N-4) in both English/Spanish as measured by American Council on the Teaching of Foreign Language (ACTFL)'s, Assessment of Performance toward Proficiency in Languages (AAPPL).	By the end of year 3, 50% of students will show intermediate fluency in both English/Spanish as measured by American Council on the Teaching of Foreign Language (ACTFL)'s, Assessment of Performance toward Proficiency in Languages (AAPPL).	By the end of year 5 75% of students will show intermediate fluency in both English/Spanish as measured by American Council on the Teaching of Foreign Language (ACTFL)'s, Assessment of Performance toward Proficiency in Languages (AAPPL).

Financial Goal	A decrease in expenditures and/or increase in revenue that generates an average of one month reserve as indicated by the EOY financial statements.	A 5% decrease in expenditures and/or increase in revenue that generates an average of one month reserve as indicated by the EOY financial statements.	A 10% decrease in expenditures and/or increase in revenue that generates an average of one month reserve as indicated by the EOY financial statements.
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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

Enrollment in Florecer Community School

At Florecer Community School, our enrollment process is designed to be the first step in a lifelong partnership—a warm "bienvenido" to a community where every child's love for learning is a bridge to their future. We believe that choosing a school is one of the most important decisions a family can make, so we've stripped away the red tape to focus on what matters: connection.

Our policy is rooted in community and accessibility. We don't look for "perfect" test scores or elite backgrounds; we look for families who dream of a multilingual, globally-minded future for their children. Whether you speak English, Spanish, or both at home, there is a seat at our table for you.

The Journey to Joining Our Familia:

Open Arms, Open Doors: We invite you to see our vision in action through "Cafecito" tours and community playdates. We want you to feel the energy of our classrooms before you ever step foot in the building.

A Fair Start: To ensure every family in Birmingham has an equal opportunity, we use a transparent, public lottery system. If our interest exceeds our seats, every child still has a fair and honest chance to become a founding student.

Before beginning at our school, you are invited to a "Founding Family" celebration where we break bread, share dreams, and officially welcome you into the Florecer story. At Florecer, we aren't just enrolling students; we are growing a community. We can't wait to grow with you.

Florecer Community School Enrollment Timeline		
Timeline	Year 1 Dates	Details
First business Monday in December Application Launches	August 1, 2027-December 1, 2027	Application launches on the website.
First business Monday in January through the third Friday in April Accepting Applications	January 1, 2028 – May 1, 2028	Applications are accepted through the online enrollment platform, likely Powerschool Snap Codes and Paper Applications. Families will be provided support if needed. We set a goal of acquiring a quota of 180 applications for our 120 available seats, allowing for a healthy waitlist to ensure the school is fully enrolled on the first day of

		school and remains fully enrolled throughout the school year. Applications are accepted until 5:00 pm on the third Friday in April. All applications after this deadline will be added to the waitlist post-enrollment lottery on a first-come, first-served basis.
First Saturday in May Lottery Held	May 2028	All students submitting a formal application before the May deadline will enter the lottery. Students selected will receive an offer for a seat until all available entry-grade seats are filled. Students drawn after seats are filled are added to an ordered waitlist and will be selected once seats become available in the order listed.
Fifth Business Day after Lottery Deadline to Confirm Intent to Enroll	May 2028	Applicant families have 5 business days after the lottery to confirm their intent to enroll in FCS. Lack of notification will automatically relinquish the seat.
Next Business Monday after the Deadline to Confirm Enrollment Waitlist Notification	May 2028	After receiving confirmation of the intent to enroll, available seats are offered to the next student on the ordered waitlist. Waitlisted families offered a spot have 5 business days to confirm their intent to enroll after which their spot will be relinquished and given to the next family on the ordered waitlist.

After Enrollment

New Student Orientation: THRIVE Camp!

August 15-18, 2028

All students have four days of orientation ahead of the first day of school (with optional family fun days on Saturday/Sunday).

- During orientation days, students will;
 - meet their classmates,
 - learn and practice FCS academic and cultural expectations,
 - meet their teachers, and
 - begin to practice classroom expectations and lessons prior to the first day of school.

- Those who are waitlisted and have been selected by the randomized lottery will schedule their family meetings during the months of June and July. All enrolled students are **required** to have a family meeting ahead of student orientation. Meetings will be held at different times of day and may be virtual to accommodate family needs. FCS hears about student and family academic and life goals and also provides information about Floreecer International Dual Language Academy community values and expectations. This is where the student handbook will be shared and family commitment letters will be signed.

Waitlist Management

August 14, 2028 - Ongoing

Director of School Operations at Floreecer will manage the waitlist of any grade that is oversubscribed throughout the year. Students will be ordered by the lottery and will be contacted in that order to fill seats, if seats open during the year. Additionally we will host quarterly immersion camps or Floreecer Days on select Saturdays to recruit and engage rising students/families to our school community. FCS will clearly outline our full recruitment and enrollment policy, including tentative dates for the application period and enrollment deadlines and procedures on our website. The lottery will reset at the end of each school year.

Re Enrollment and Transfers at FCS

As a public charter school FCS welcomes all students to attain equitable access to a high-quality bilingual system to our school community. Upon availability and space we are able to take transfer students. In the event that that space is not available students are encouraged to join the waitlist. The same applies to students wishing to re-enroll. Floreecer does not hold testing for admission and welcomes formerly enrolled students to return based upon available seats. All necessary enrollment procedures apply to ensure a fair and equitable process for all students.

When potential enrollment exceeds available seats, FCS conducts a public lottery to ensure a random selection process places students into the school. Students are assigned numbers, and during an open meeting, available slots are filled. Students remaining in the pool are selected for the wait list in the order drawn. Any additional students that apply post-lottery are placed at the end of the waiting list on a first-come, first-served basis.

Lottery Enrollment & Community Education Sessions

FCS is equity centered. We believe in making information readily available to the families and communities involved in enrollment. As such we commit to creating a lottery information session provided in English/Spanish in person & virtual. In this information we address the enrollment process, the misconceptions and the deadlines for completing information to be included in the lottery. Additionally, we plan to streamline the enrollment process to ensure families are able to enroll their students with limited complications.

In the event that there are more requests for enrollment than available seats, FCS conducts a public lottery to ensure a random selection process places students into the school. Students are assigned numbers, and during an open meeting, available slots are filled. Students remaining in the pool are selected for the wait list in the order drawn. Any additional students enrolled are placed at the end of the waiting list on a first-come, first-served basis. Aligned with Section 16-6F-5, if the number of applicants exceeds capacity, preference is given to students in this order:

Aligned with Section 16-6F-5, if the number of applicants exceeds capacity, preference is given to students in this order:

1. Students residing within the Birmingham City Schools/Ensley attendance zones
2. Students enrolled in the previous school year
3. Siblings of students enrolled in the previous school year
4. Students enrolled in attendance zones outside of Birmingham City Schools
5. Students of FCS employees, Board of Directors, and founder aligned with the 10% of the total student population mandate

Attachment 11: Request for Proposals for Service Providers

N/A.

Attachment 12: Public Charter School Application

See attached.