

# **ALABAMA PUBLIC CHARTER SCHOOL COMMISSION**



## **PUBLIC CHARTER SCHOOL CONTRACT**

**2021**

## CHARTER CONTRACT FOR CHARTER AUTHORIZERS

### PURPOSE

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

### ATTRIBUTION

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

### COMMISSION'S ACKNOWLEDGMENT AND ATTRIBUTION

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

## PUBLIC CHARTER CONTRACT

### INSTRUCTIONS

#### NOTE

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

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

#### 2. Commission/Governing Board Acknowledgement and Attribution

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

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

- |   |  |
|---|--|
| ● Terms and Conditions                              | 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:** October 29, 2021

**CHARTER SCHOOL CONTRACT**

**FOR THE OPERATION OF**

**PARTIES:**

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

**Alabama Aerospace and Aviation Schools, Inc. Board of Directors, 84-3820962**

## CONTENTS

<b>PARTIES</b>	<b>7</b>
<b>ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT</b>	<b>8</b>
Section 1.1 Purpose	8
Section 1.2 Term of Contract	8
Section 1.3 Pre-Opening Conditions	8
<b>ARTICLE II: DEFINITIONS</b>	<b>9</b>
<b>ARTICLE III: SCHOOL'S PURPOSE</b>	<b>11</b>
Section 3.1 Executive Summary	11
Section 3.2 Mission and Vision	11
<b>ARTICLE IV: GOVERNANCE</b>	<b>12</b>
Section 4.1 Governance	12
Section 4.2 Governance Documents	12
Section 4.3 Non-Profit Status	12
Section 4.4 Organizational Structure and Plan	12
Section 4.5 Composition	12
Section 4.6 Change in Status or Governance Documents	12
Section 4.7 Conflicts of Interest	13
Section 4.8 Open Meetings	13
<b>ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS</b>	<b>14</b>
Section 5.1 General Compliance	14
Section 5.2 Public School Status	14
Section 5.3 Nonsectarian Status	14
Section 5.4 Access to Individuals and Documents	14
Section 5.5 Ethics	14
Section 5.6 Record Keeping	14
Section 5.7 Non-Discrimination	14
Section 5.8 Inventories	15
Section 5.9 School Closure/Assets	15
Section 5.10 Transportation	15

<b>Section 5.11 Staff Qualifications</b>	<b>15</b>
<b>Section 5.12 Contracting for Services</b>	<b>15</b>
<b>Section 5.13 Transaction with Affiliates</b>	<b>16</b>
<b>ARTICLE VI: ENROLLMENT</b>	<b>17</b>
<b>Section 6.1 Enrollment Policy</b>	<b>17</b>
<b>Section 6.2 Maximum Enrollment</b>	<b>17</b>
<b>Section 6.3 Annual Enrollment Review</b>	<b>17</b>
<b>Section 6.4 Enrollment Plan</b>	<b>17</b>
<b>Section 6.5 Student Records</b>	<b>17</b>
<b>Section 6.5 Student Information System</b>	<b>17</b>
<b>ARTICLE VII: TUITION OR FEES</b>	<b>18</b>
<b>Section 7.1 Tuition or School Fees</b>	<b>18</b>
<b>ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY</b>	<b>19</b>
<b>Section 8.1 Educational Program Terms and Design Elements</b>	<b>19</b>
<b>Section 8.2 Assessments</b>	<b>19</b>
<b>Section 8.3 English Learners</b>	<b>19</b>
<b>Section 8.4 Students with Disabilities</b>	<b>19</b>
<b>ARTICLE IX: FINANCIAL ACCOUNTABILITY</b>	<b>20</b>
<b>Section 9.1 Legal and Accounting Compliance</b>	<b>20</b>
<b>Section 9.2 Budget</b>	<b>20</b>
<b>Section 9.3 Annual Budget Statement</b>	<b>20</b>
<b>Section 9.4 School Funds</b>	<b>20</b>
<b>ARTICLE X: SCHOOL FACILITIES</b>	<b>21</b>
<b>Section 10.1 Accessibility</b>	<b>21</b>
<b>Section 10.2 Health and Safety</b>	<b>21</b>
<b>Section 10.3 School Location</b>	<b>21</b>
<b>Section 10.4 Inspections</b>	<b>21</b>
<b>ARTICLE XI: EMPLOYMENT</b>	<b>22</b>
<b>Section 11.1 No Employee or Agency Relationship</b>	<b>22</b>
<b>Section 11.2 Retirement Plan/Insurance</b>	<b>22</b>
<b>Section 11.3 Background Checks</b>	<b>22</b>

<b>Section 11.4 Immigration</b>	<b>22</b>
<b>ARTICLE XII: INSURANCE AND LEGAL LIABILITIES</b>	<b>23</b>
<b>Section 12.1 Insurance</b>	<b>23</b>
<b>Section 12.2 Limitation of Liabilities</b>	<b>23</b>
<b>Section 12.3 Faith and/or Credit Contracts with Third Parties</b>	<b>23</b>
<b>ARTICLE XIII: OVERSIGHT AND ACCOUNTABILITY</b>	<b>24</b>
<b>Section 13.1 School Performance Framework</b>	<b>24</b>
<b>ARTICLE XIV: COMMISSION’S RIGHTS AND RESPONSIBILITIES</b>	<b>25</b>
<b>Section 14.1 Oversight and Enforcement</b>	<b>25</b>
<b>Section 14.2 Right to Review</b>	<b>25</b>
<b>Section 14.3 Notification of Perceived Problems</b>	<b>25</b>
<b>Section 14.4 Reports by the Commission</b>	<b>25</b>
<b>ARTICLE XV: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION</b>	<b>26</b>
<b>Section 15.1 Breach by the School</b>	<b>26</b>
<b>Section 15.2 Termination by the Commission</b>	<b>26</b>
<b>Section 15.3 Non-Renewal by the Commission</b>	<b>26</b>
<b>Section 15.4 Termination by the School</b>	<b>27</b>
<b>Section 15.5 Dissolution</b>	<b>27</b>
<b>Section 15.6 Disposition of Assets upon Termination or Dissolution</b>	<b>27</b>
<b>ARTICLE XVI: MISCELLANEOUS PROVISIONS</b>	<b>28</b>
<b>Section 16.1 Records Retention</b>	<b>28</b>
<b>Section 16.2 Confidential Information</b>	<b>28</b>
<b>ARTICLE XVII: NOTICE</b>	<b>29</b>
<b>Section 17.1 Notice</b>	<b>29</b>
<b>Appendices</b>	<b>30</b>
<b>Attachment 1: Pre-Opening Process and Conditions</b>	<b>31</b>
<b>Attachment 2: Governance Documents</b>	<b>36</b>
<b>Attachment 3: Governing Board Roster and Disclosures</b>	<b>37</b>
<b>Attachment 4: Educational Program Terms and Design Elements</b>	<b>41</b>
<b>Attachment 5: Conflict of Interest Policy</b>	<b>42</b>
<b>Attachment 6: Education Service Provider (ESP) Contract Guidelines</b>	<b>43</b>

**2021**

<b>Attachment 7: Physical Plant</b>	<b>45</b>
<b>Attachment 8: Statement of Assurances</b>	<b>47</b>
<b>Attachment 9: Identification of Documentation Required for Annual Performance Report</b>	<b>52</b>
<b>Attachment 10: Enrollment Policy</b>	<b>53</b>
<b>Attachment 11: Request for Proposals for Service Providers</b>	<b>54</b>
<b>Attachment 12: Public Charter School Application</b>	<b>55</b>

## PARTIES

This agreement is executed on this \_\_10/29/2021\_\_\_\_\_ by and between the Alabama Public Charter School Commission (“Commission”) and **Alabama Aerospace and Aviation Schools, Inc. (“Governing Board”)**, for the operation of **Alabama Aerospace and Aviation High School (“School”)**.

## ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT

### Section 1.1 Purpose

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

### Section 1.2 Term of Contract

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

### Section 1.3 Pre-Opening Conditions

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

## ARTICLE II: DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**SCHOOL YEAR.** July 1 through June 30.

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

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

**STATE SUPERINTENDENT.** The State Superintendent of Education.

## ARTICLE III: SCHOOL'S PURPOSE

### Section 3.1 Executive Summary

#### Mission & Vision

The Alabama Aerospace and Aviation High School (AAHS) seeks to launch the first aviation high school in Alabama for 9-12th grade students in Bessemer, AL. In accordance with the Alabama School Choice and Student Opportunity Act, AAHS desires an education partnership with Bessemer City Schools in introducing a high rigor, high support start-up charter school that will equip students from 35020, 35021, 35022, 35023, 35111, 35226, 35244, and other surrounding areas with 21st century skills to be leaders of the aerospace and aviation industry.

At AAHS, our mission is to provide a diverse group of students rigorous college prep and an authentic industry-aligned STEM education to prepare students to be leaders in the classroom and in the aerospace and aviation industry.

Our vision is to create clearly defined pathways into aviation and aerospace careers for all students creating a diverse pipeline of future industry leaders. AAHS will be located on the Bessemer Airport campus serving approximately 520 students grades 9-12 at full capacity. The school will begin with a founding Freshman class of 125 "Young Aviation Professionals."

#### Educational Need & Anticipated Student Population

Alabama aspires to be among the top performing states in K-12 education, and we are confident Bessemer City and surrounding area students can lead the charge. AAHS hopes to assist Bessemer in meeting the 71% Math/ELA proficiency goals set in Alabama's ESSA Plan for 2030. Our founding team recognizes the academic needs of Bessemer City and surrounding area families and are compelled to serve the local community by offering a high rigor college and career prep schooling experience. The tables below provide a snapshot of the student performance of Bessemer City and surrounding area schools.

#### End of Course Summative Assessment Competency[1]

School State Comparison	Bessemer	Fairfield	Hueytown (Jefferson County)	Midfield	Tarrant	Wenonah (Birmingham City)
	18-19	18-19	18-19	18-19	18-19	18-19

<b>School Math</b>	7.8%	8.5%	23.2%	6.7%	18.8%	13.9%
<b>State Math</b>	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%
<b>School ELA</b>	7.3%	12.3%	26.0%	6.7%	14.5%	13.9%
<b>State ELA</b>	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%
<b>School Science</b>	10.7%	9.3%	25.6%	5.3%	11.6%	8.8%
<b>State Science</b>	42.6%	42.6%	42.6%	42.6%	42.6%	42.6%

When looking at the proficiency rates for Bessemer and surrounding area schools, there is a significant performance gap in Math, ELA, and Science compared to the state. The state proficiency rate in Math and ELA is 42.5%. Hueytown High School of Jefferson County scored 17 percentage points below the state average in ELA and almost 20 percentage points lower than the state average in Math. Bessemer High scored 35 percentage points below the state average in both Math and ELA. Science proficiency (state at 42.6%) showed similar performance gaps with Hueytown scoring 17 percentage points and Bessemer scoring 32 percentage points below the state average. These deficiencies are true for all surrounding area schools. There is a great need for innovative and accelerated teaching methods and strategies in order to make significant progress towards the Alabama ESSA Plan's 2030 Math/ELA proficiency rate of 71%. With a greater STEM emphasis to address global economic needs, Science deficiencies must be attended to as well. The AAHS's model will provide the innovation, acceleration, and intentionality needed to close the gaps across Math, ELA, and Science.

#### High School Performance Ranking[2]

School to State Comparison	Bessemer	Fairfield	Hueytown (Jefferson County)	Midfield	Tarrant	Wenonah (Birmingham City)
		18-19	18-19	18-19	18-19	18-19
<b>Avg Standard Score</b>	4.82	5.71	23.80	3.59	10.21	7.48

<b>Statewide Rank</b>	357 <sup>th</sup>	353 <sup>rd</sup>	279 <sup>th</sup>	362 <sup>nd</sup>	322 <sup>nd</sup>	342 <sup>nd</sup>
<b>Total # High Schools</b>	366	366	366	366	366	366
<b>AL State Percentile</b>	2.5%	3.6%	23.8%	1.1%	12.0%	6.6%
<b>Note: The Average Standard Score is calculated by normalizing and averaging each school's test scores across all tests and grades. That average score is then sorted.</b>						

Bessemer City High School and its neighboring high schools ranked in the bottom quartile compared to all other Alabama high schools. In fact, four schools ranked in the bottom 10% of all Alabama high schools. AAHS can help these schools/districts increase their state rankings.

#### College & Career Readiness Indicators[3]

2019-20 School Year	Bessemer	Fairfield	Hueytown (Jefferson County)	Midfield	Tarrant	Wenonah (Birmingham City)
<b>Graduation Rate</b>	77%	83%	88%	84%	77%	77%
<b>ACT College &amp; Career Readiness Rate</b>	16%	24%	31%	17%	10%	12%
<b>AP Course Participation</b>	<1%	8%	16%	<1%	16%	10%

Alabama had a goal to reach a 90% graduation rate by year 2020. As seen above, neither Bessemer nor the surrounding area schools were able to reach this goal. The AP Course Participation rate shows a lack of exposure to rigorous coursework. When looking at the College & Career Readiness Rate, although many students are graduating, the majority are not ready for what is beyond high school.

AAHS understands how important parental involvement is to the holistic support of its students. We know this involvement is a non-academic challenge we will aggressively address by establishing and maintaining multiple communication modes via email, texting, newsletters, our website, and in-person and virtual meeting options. We will also leverage our relationships with community-based non-profit organizations, churches, and housing authorities as additional places to hold information sessions and general parent meetings. AAHS knows the strength of getting the “village” involved to address the needs of their children.

AAHS will provide the avenue for students to be ready! We believe that a rigorous, college-aligned academic model, and an aerospace and aviation STEM focus will help our students excel and immediately begin closing the proficiency gap. We hope to become a hub for academic excellence and innovation that can produce best practices that are replicable across our city. AAHS students will leave with options rather than limitations. They will be prepared to attend a 2-year/4-year academic institution or employment leading to job security, higher wages, and a better quality of life.

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

The AAHS academic model is rooted in intellectually rigorous, industry-based, and placed-based instruction where a high college-ready bar is achieved by all students. Prioritizing both college and career readiness drastically increases the likelihood that all AAHS students complete their high school requirements with viable options to engage the 2/4-year institution of their choice or the career of their dreams. Academically, our goal is for AAHS students to supersede the current district average by 3% in year 1 of operation and subsequently chart a 6% annual increase in ELA and Math proficiency. AAHS seeks to achieve this goal through:

**Rigorous, Data Driven Instruction.** Our instruction provides a healthy balance of teacher-led direct instruction, small group exploration, and independent practice all intended for students to bare the cognitive load. We normalize “productive struggle” and make student learning visible through small groups discussion, cold call, and daily writing tasks. Student mastery is the goal of every class every day. Because AAHS believes in the academic potential of all students, teachers aggressively track student data daily for possible reteach moments. Aiming to meet AAHS’s academic goals for general education students, their teammates with disabilities, and their EL classmates keeps the staff and student body in a perpetual state of growth and achievement.

**Supportive Learning Environment.** AAHS’s supportive learning environment equips each student with a caring adult and positive peer group the moment his or her high school journey begins. Affectionately known as “flight crews”, student-driven, adult-guided advisories work to keep students actively engaged in the life of the school, socially responsible for upholding community values, and academically accountable to one another. AAHS’s college-ready instruction challenges students in every class to work through productive struggle, and the school’s high-support culture creates the ideal environment for them to do so as they track towards mastery. The AAHS team is also deliberate in offering multiple intervention opportunities for

students in need of extended time or additional exposure to Alabama standards through small group instruction.

**Authentic College & Career Development.** AAHS offers students a unique schooling experience that affords them a diploma with aviation and aerospace credentials granting them immediate access to the college or career of their dreams. On campus, our students learn in ways that are rigorous, engaging, authentic, technologically advanced, and prepare them to be successful in college, the military, and the larger aerospace, defense, and aviation industry. Our highly-qualified faculty are prepared to implement a word-class, Alabama standards-aligned curriculum that is augmented with real-world tasks and experiences. Through our committed partnerships with industry leaders and postsecondary institutions, students have access to a wealth of opportunities largely unavailable to many students of color in America, especially those in Bessemer and surrounding areas.

### **Aggressive Goal-Setting**

We believe Bessemer and surrounding area students are among Alabama’s brightest, and AAHS is prepared to present such claims through data. The following AAHS goals are created via the Alabama Application Notes for Alabama Aerospace and Aviation High School Department of Education ESSA Plan non-proficient reduction rate goal setting format. Over a 5-year initial charter term, AAHS will achieve...

- 59% ELA proficiency and 56% Math proficiency
- 5-year average graduation rate equal to or better than the state average of 92%, outpacing ESSA’s 2030 goal.
- 100% of students admitted to 2/4-year college or military enlistment.
- 100% of students complete a 4-year Aviation/Aerospace STEM pathway leading to industry recognized credentials or college credit
- African-American/low-socioeconomic students outperform their peers across the state by 15 percentage points in Math and ELA
- Black/Latinx students narrow state-wide achievement gap within 10 points of white peers

### **Annual Academic Goals**

- Students achieve annual increase of 6% proficiency in ELA and Math
- Students outperform district teammates in Math/ELA by 3%
- Students rank in the top 25% of growth in the state annually and the top 5% by year 3.

### **Non-Academic Goals**

- Students average 95% daily attendance.
  - School culture receives an 8 of 10 quarterly (positive school culture rubric)
  - 90% of students report “feeling safe in school” and “having an adult support system at school”.
- (SEL)

- 85% of families report two home/school connections quarterly.
- AAHS suspensions remain below 5% quarterly.

## **Community Engagement**

AAHS has engaged with several industry leaders and corporations providing guidance regarding school design. Potential parents and community stakeholders were also primary conversation partners as we seek to meet the varied educational needs of 9-12th graders in Bessemer and the surrounding area. Of the industry leader conversations, three partners have stood out, Bessemer Airport Authority, Kaiser Aircraft, and Delta Airlines Tech Ops. From conversations with our “Big 3” we have also had the opportunity to engage with a host of additional industry-related supporters like the Bessemer Airport Authority, the Birmingham Fred Shuttlesworth International Airport, the 117th Air Guard Air Refueling Wing, and the Blue Origin Aerospace company. All have graciously agreed to provide guidance in curriculum design of our aviation and aerospace-focused elective pathways.

Our conversations with Bessemer and surrounding area parents and students have revealed a deep desire for college and career readiness opportunities. Parents, above all, expressed their desire for choices beyond high school. Students seem to be emphatic about wanting real world learning experiences specific to careers.

Amidst the pandemic, we have held two socially-distanced community engagement sessions. Our “Spooky Flight” gathering in East Lake Park was enjoyed by 50 students and parents there to learn about AAHS and engage with flight simulators and drones. We also hosted a family day in George Ward Park attended by 65 students and parents.. Our community conversations continue as a series of 8 web-based Zoom sessions on the following dates: 12/1; 12/15; 1/5; 1/26; 2/9; 3/9; 4/6; and 5/4. Our AAHS “Street Team” continues to safely engage the Bessemer and surrounding area neighborhoods with marketing materials in English and Spanish.

With Covid restrictions lifting, using our simulator and drone trailer, we are hosting aviation and aerospace activities at area Best Buys. In partnership with area YMCA and Boys & Girls Clubs, we are hosting “A-Days” where students in grades 5-6<sup>th</sup> participate in 4 rotations of activities. The rotations include guest speakers from the industry, industry-tied career interest exploration, and personal simulation/drone time. Delta Airlines has provided in-person guest speakers from their Atlanta home base for most of the sites; they have also provided gifts for the students. We have had over 270 A-Day student participants thus far. A-Day student survey responses indicate a strong desire for students to attend AAHS!

## **Leadership & Governance**

The Alabama Aerospace and Aviation High school has assembled a knowledgeable, high-capacity governing board. Our team’s expertise spans across Law, Finances, and management with a total 50+ years in

education. Each individual brings a unique set of skills necessary to ensure success and effective operation AAHS (see Attachment 1).

### Enrollment Summary

Grade Level	Number of Students					
	Year 1	Year 2	Year 3	Year 4	Year 5	At Capacity 2025
9	125	125	125	125	125	125
10	0	125	125	125	125	125
11	0	0	115	119	125	125
12	0	0	0	113	125	125
Total	125	250	365	482	500	500

Our primary enrollment chart at Alabama Aerospace and Aviation High School (AAHS) is based on a grade level capacity of 125 students per grade level. This scenario would require at least 125 completed enrollment applications and we project a waitlist of 50 students. We also anticipate AAHS opening with one grade level (9th grade) and backfilling each year in 9th and 10th grade to account for an 8% attrition rate beginning year 2 and a 5% attrition rate in year 4 for rising seniors. Among students who matriculate to their junior year at AAHS, we expect to retain a higher percentage going into their senior year. Our total capacity in this model with backfilling and 0% attrition represents a total enrollment of 500 students at AAHS.

Enrollment numbers support class sizes not to exceed 25 to accommodate AAHS' educational programming and teacher to student ratio. Based on the recruitment area, AAHS's anticipated student demographics are 70% black, 4% Latinx, 20% white, and 1% other. AAHS understands how important it is to meet the needs of our diverse student population. Black and Latinx students from the recruitment area have an average 40-43% literacy proficiency rate. Creating and maintaining a culturally responsive environment is a means to address performance deficiencies for our minority students. This requires AAHS to establish a positive, caring learning environment where students are highly engaged and learning is integrated, all key

components for being culturally responsive.[4] Lower class sizes will better support our educational programming and teacher attentiveness.

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[1] Schooldigger.com

[2] Schooldigger.com

[3] Greatschools.org

[4] G. Gay. (2002). Preparing for culturally responsive teaching. Journal of Teacher Education, Vol. 53, No. 2

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

#### **Mission & Vision**

At AAHS, our mission is to provide a diverse group of students rigorous college prep and an authentic industry-aligned STEM education to prepare students to be leaders in the classroom and in the aerospace and aviation industry.

Our vision is to create clearly defined pathways into aviation and aerospace careers for all students creating a diverse pipeline of future industry leaders. AAHS will be located on the Bessemer Airport campus serving approximately 520 students grades 9-12 at full capacity. The school will begin with a founding Freshman class of 125 “Young Aviation Professionals.”

#### **Educational Need & Anticipated Student Population**

Alabama aspires to be among the top performing states in K-12 education, and we are confident Bessemer City and surrounding area students can lead the charge. AAHS hopes to assist Bessemer in meeting the 71% Math/ELA proficiency goals set in Alabama’s ESSA Plan for 2030. Our founding team recognizes the academic needs of Bessemer City and surrounding area families and are compelled to serve the local community by offering a high rigor college and career prep schooling experience. The

tables below provide a snapshot of the student performance of Bessemer City and surrounding area schools.

### End of Course Summative Assessment Competency[1]

School to State Comparison	Bessemer	Fairfield	Hueytown (Jefferson County)	Midfield	Tarrant	Wenonah (Birmingham City)
	18-19	18-19	18-19	18-19	18-19	18-19
School Math	7.8%	8.5%	23.2%	6.7%	18.8%	13.9%
State Math	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%
School ELA	7.3%	12.3%	26.0%	6.7%	14.5%	13.9%
State ELA	42.5%	42.5%	42.5%	42.5%	42.5%	42.5%
School Science	10.7%	9.3%	25.6%	5.3%	11.6%	8.8%
State Science	42.6%	42.6%	42.6%	42.6%	42.6%	42.6%

When looking at the proficiency rates for Bessemer and surrounding area schools, there is a significant performance gap in Math, ELA, and Science compared to the state. The state proficiency rate in Math and ELA is 42.5%. Hueytown High School of Jefferson County scored 17 percentage points below the state average in ELA and almost 20 percentage points lower than the state average in Math. Bessemer High scored 35 percentage points below the state average in both Math and ELA. Science proficiency (state at 42.6%) showed similar performance gaps with Hueytown scoring 17 percentage points and Bessemer scoring 32 percentage points below the state average. These deficiencies are true for all surrounding area schools. There is a great need for innovative and accelerated teaching methods and strategies in order to make significant progress towards the Alabama ESSA Plan's 2030 Math/ELA proficiency rate of 71%. With a greater STEM emphasis to address global economic needs, Science deficiencies must be attended to as well. The AAHS's model will provide the innovation, acceleration, and intentionality needed to close the gaps across Math, ELA, and Science.

### High School Performance Ranking[2]

School to State Comparison	Bessemer	Fairfield	Hueytown (Jefferson County)	Midfield	Tarrant	Wenonah (Birmingham City)
	18-19	18-19	18-19	18-19	18-19	18-19
<b>Avg Standard Score</b>	4.82	5.71	23.80	3.59	10.21	7.48
<b>Statewide Rank</b>	357 <sup>th</sup>	353 <sup>rd</sup>	279 <sup>th</sup>	362 <sup>nd</sup>	322 <sup>nd</sup>	342 <sup>nd</sup>
<b>Total # High Schools</b>	366	366	366	366	366	366
<b>AL State Percentile</b>	2.5%	3.6%	23.8%	1.1%	12.0%	6.6%
<b>Note: The Average Standard Score is calculated by normalizing and averaging each school's test scores across all tests and grades. That average score is then sorted.</b>						

Bessemer City High School and its neighboring high schools ranked in the bottom quartile compared to all other Alabama high schools. In fact, four schools ranked in the bottom 10% of all Alabama high schools. AAHS can help these schools/districts increase their state rankings.

### College & Career Readiness Indicators[3]

2019-20 School Year	Bessemer	Fairfield	Hueytown (Jefferson County)	Midfield	Tarrant	Wenonah (Birmingham City)
<b>Graduation Rate</b>	77%	83%	88%	84%	77%	77%

<b>ACT College &amp; Career Readiness Rate</b>	16%	24%	31%	17%	10%	12%
<b>AP Course Participation</b>	<1%	8%	16%	<1%	16%	10%

Alabama had a goal to reach a 90% graduation rate by year 2020. As seen above, neither Bessemer nor the surrounding area schools were able to reach this goal. The AP Course Participation rate shows a lack of exposure to rigorous coursework. When looking at the College & Career Readiness Rate, although many students are graduating, the majority are not ready for what is beyond high school.

#### ARTICLE IV: GOVERNANCE

##### **Section 4.1 Governance**

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

The Governing Board shall be responsible for policy and operational decisions of the School, and, consistent with the terms of this Contract, shall be the employer of school employees. Nothing herein shall prevent

the Governing Board from delegating decision-making authority for policy and operational decisions to officers, employees, and agents of the School. However, such delegation will not relieve the Governing Board of its obligations under the law or this Contract, should the School fail to satisfy those obligations.

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

#### **Section 4.2 Governance Documents**

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

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

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

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

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

#### **Section 4.5 Composition**

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

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

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

**Section 4.7 Conflicts of Interest**

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

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

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

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

**Section 4.8 Open Meetings**

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

## ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS

### Section 5.1 General Compliance

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

### Section 5.2 Public School Status

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

### Section 5.3 Nonsectarian Status

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

### Section 5.4 Access to Individuals and Documents

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

### Section 5.5 Ethics

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

### Section 5.6 Record Keeping

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

### Section 5.7 Non-Discrimination

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

**Section 5.8 Inventories**

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

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

**Section 5.9 School Closure/Assets**

In the event of closure of the School for any reason, the Commission shall oversee and work with the closing school to ensure a smooth and orderly closure and transition for students and parents, as guided by the closure protocol. The assets of the School shall be distributed first to satisfy outstanding payroll obligations for employees of the School, then to creditors of the School, and then to the State Treasury to the credit of the Education Trust Fund. If the assets of the School are insufficient to pay all parties to whom the School owes compensation, the prioritization of the distribution of assets may be determined by decree of a court of law.

**Section 5.10 Transportation**

The School may enter into a contract with a school system or private provider to provide transportation to the School's students. The School shall be responsible for providing students transportation consistent with the plan proposed in the approved application, Attachment 12: Public Charter School Application, pages or as otherwise provided in a specific transportation plan attached to and make a part of this Agreement as Attachment\_24\_\_.

**Section 5.11 Staff Qualifications**

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

**Section 5.12 Contracting for Services**

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

If the School chooses to purchase services from a local school system, such as transportation-related or lunchroom-related services, the school shall execute an annual service contract with the local school system,

separate from the charter contract, stating the mutual agreement of the parties concerning any service fees to be charged to the School.

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

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

#### **Section 5.13 Transaction with Affiliates**

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

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

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

## ARTICLE VI: ENROLLMENT

**Section 6.1 Enrollment Policy**

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

**Section 6.2 Maximum Enrollment**

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

**Section 6.3 Annual Enrollment Review**

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

**Section 6.4 Enrollment Plan**

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

Grade Level	2022-23 Enrollment		2023-24 Enrollment		2024-25 Enrollment		2025-26 Enrollment		2026-27 Enrollment		At Capacity 2025-26	
	Min.	Max.	Min.	Max.								
9	125	150	125	150	125	150	125	150	125	150	125	150
10			125	150	125	150	125	150	125	150	125	150
11					115	135	119	135	119	135	119	135
12							113	128	113	128	113	128
<b>Total</b>	<b>125</b>	<b>150</b>	<b>250</b>	<b>300</b>	<b>365</b>	<b>435</b>	<b>482</b>	<b>563</b>	<b>482</b>	<b>563</b>	<b>482</b>	<b>563</b>

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

**Section 6.5 Student Records**

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

**Section 6.5 Student Information System**

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

## ARTICLE VII: TUITION OR FEES

### Section 7.1 Tuition or School Fees

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

Anticipated fees are detailed in the following list:

Miscellaneous Field Trips: Estimated at \$20 Per Field Trip

Senior Fees: Estimated at \$250 Per Student

\*AAHS plans to provide assistance to any student or family that cannot pay any student fees.

## ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY

### Section 8.1 Educational Program Terms and Design Elements

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

### Section 8.2 Assessments

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

### Section 8.3 English Learners

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

### Section 8.4 Students with Disabilities

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

## ARTICLE IX: FINANCIAL ACCOUNTABILITY

### Section 9.1 Legal and Accounting Compliance

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

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

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

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

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

### Section 9.2 Budget

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

### Section 9.3 Annual Budget Statement

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

### Section 9.4 School Funds

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

## ARTICLE X: SCHOOL FACILITIES

### Section 10.1 Accessibility

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

### Section 10.2 Health and Safety

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

### Section 10.3 School Location

The School shall provide evidence that it has secured a location that is acceptable to the Commission by January 3, 2022. The School may move its location(s) only after obtaining written approval from the Commission, subject to such terms and conditions as may be specified. Any change in the location of the School shall be consistent with the Application and acceptable to the Commission. Attachment 7: Physical Plant contains the address and description of the approved facility.

### Section 10.4 Inspections

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

## ARTICLE XI: EMPLOYMENT

### **Section 11.1 No Employee or Agency Relationship**

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

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

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

### **Section 11.3 Background Checks**

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

### **Section 11.4 Immigration**

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

## ARTICLE XII: INSURANCE AND LEGAL LIABILITIES

### Section 12.1 Insurance

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

### Section 12.2 Limitation of Liabilities

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

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

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

## ARTICLE XIII: OVERSIGHT AND ACCOUNTABILITY

### Section 13.1 School Performance Framework

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

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

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

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

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

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

## ARTICLE XIV: COMMISSION'S RIGHTS AND RESPONSIBILITIES

### Section 14.1 Oversight and Enforcement

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

### Section 14.2 Right to Review

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

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

### Section 14.3 Notification of Perceived Problems

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

### Section 14.4 Reports by the Commission

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

## ARTICLE XV: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

### Section 15.1 Breach by the School

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

### Section 15.2 Termination by the Commission

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

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

### Section 15.3 Non-Renewal by the Commission

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

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

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

**Section 15.4 Termination by the School**

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

**Section 15.5 Dissolution**

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

**Section 15.6 Disposition of Assets upon Termination or Dissolution**

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

## ARTICLE XVI: MISCELLANEOUS PROVISIONS

### Section 16.1 Records Retention

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

### Section 16.2 Confidential Information

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

## ARTICLE XVII: NOTICE

### Section 17.1 Notice

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

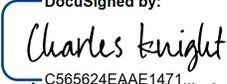
If a notice is received on a weekend or on a national or Alabama state holiday, it shall be deemed received on the next regularly scheduled business day.

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective 8/22/22. (Or on the first day with students)

APPROVED BY A QUORUM OF THE COMMISSION ON August 31, 2021:

David Marshall, Chair  
Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:

DocuSigned by:  
  
C565624EAAE1471...  
Charles Knight, President  
Alabama Aerospace and Aviation High School Charter School Governing Board

10/28/2021

## **APPENDICES**

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

**Attachment 2: Governance Documents**

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

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

**Attachment 5: Conflict of Interest Policy**

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

**Attachment 7: Physical Plant**

**Attachment 8: Statement of Assurances**

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

**Attachment 10: Enrollment Policy**

**Attachment 11: Request for Proposals**

**Attachment 12: Public Charter School Application**

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

TASK	DUE DATE	STATUS/NOTES	COMPLETE
<b>School Facility/Physical Plant:</b>			
Provide the proposed location of the School; identify any repairs/renovations that need to be completed by school opening, the cost of these repairs, the source of funding for the repairs, and a timeline for completion.	1/3/22		
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.	1/3/22		
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.	1/3/22		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	6/1/22		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	7/1/22		
<b>School Operations:</b>			
Governing Board approved (with signature page and date) special education policies and procedures. In addition, evidence of submission of policies and procedures to the Department and approval from the Department are on file with the Commission.	1/3/22		
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.	2/1/22		
The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP).	ALSDE Finance Schedule		

	Ongoing		
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.	3/1/22		
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.	3/1/22		
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.	4/1/22		
Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended.	5/1/22		
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.	5/1/22		
The required Safe School Plan consistent with the School mapping information system is on file with the Commission. For more information on a Safe School Plan, please visit: <a href="https://www.alsde.edu">https://www.alsde.edu</a> .	7/1/22		
<b>PRE-OPENING SITE VISIT:</b>  Prior to a School opening, Commission staff will conduct a site visit to verify that that School has completed or is on track to complete each pre-opening condition and confirm the School is ready to open.	<b>7/11/22</b>		

State assessment schedule is on file with the Commission.	8/15/22		
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.	8/15/22		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	7/11/22		
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).	7/11/22		
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.	7/29/22		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	7/29/22		
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.	7/29/22		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	7/29/22		
<b>School Governance:</b>			
Charter School must submit annual Governing Board meeting schedule including date, time, and location to Commission and assure the Commission that the meetings are posted on School website.	12/1/21		
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,	7/29/22		

identification of officers, and term of service).			
Resume of each Governing Board member is on file with the Commission.	7/29/22		
Governing Board disclosure forms are complete and on file with the Commission.	12/1/21		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	12/1/21		
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. Please see the performance framework attachment. These targets must be set by July 1st of each year of the School's operation.	12/1/21		
<b>Budget:</b>			
Submit a Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	2/1/22		
Submit an unaudited Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	Ongoing		
	2/1/22		
	5/1/22		
	11/1/22		
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.	6/1/22		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission.	5/30/22		
Submit an unaudited Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this	2/1/22		

requirement.			
Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.	5/1/22		
Provide and maintain online software requirements to ensure compliance in all areas; i.e. Chalkable/PowerSchool, Charter.Tools.	Ongoing		

**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

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

<b>Governing Board Roster</b>						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
Member	Jeff Walker	1825 Saulter Road, Homewood, AL 35209	501-590-2212	jeffw@uab.edu	2021	2024
Member	Tierra Wright	816 Vanessa Drive, Trussville, AL 35173	205-856-8954	tbouyer@jeffersonstate.edu	2020	2023
Member	Merrick Sims	5468 Stone Cove Dr, Atlanta, Georgia 30331	404-901-5820	merrick7467@gmail.com	2020	2023
Member	Megan Jones	409 Greensprings Ave S, Birmingham, AL 35205	251-404-2135	jones.meganelaine.com	2020	2023
Member	Courtney French	600 Luckie Dr Suite 300, Birmingham, AL 35223	205-447-5605	cfrench@fplaw.com	2020	2023
Parent Member	Tiffany Storey	312 Lance Way, Birmingham, AL 35206	205-253-2836	tsstorey@gmail.com	2020	2023
Secretary	Auri Brown	5821 Walnut Grove Road, Birmingham, AL 35215	205-441-4293	auri.brown@exprealty.com	2020	2023

**2021**

Treasurer	RJ Smith	112 Harvill Lane, Birmingham, AL 35217	205-482-8799	rjsmith06@gmail.com	2020	2023
Vice President	Tramayne Russell	5036 Gracious Dr, Franklin, TN 37064	407-670-4748	tramaynerussell@gmail.com	2020	2023
President	Charles Knight	5001 Stone Bridge Lane, Birmingham, AL 35242	205-915-4595	cknight500@bellsouth.net	2020	2023

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

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

**Background**

1. Provide your full legal name: Jeffery T. Walker

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

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

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

Does not apply to me.

Yes (Explain) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Does not apply to me.

Yes

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

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**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.

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

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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.

- XX 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.]

- XX 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.

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

**Governing Board Member Disclosure Form (continued)**

**Conflicts for Schools Contracting with an Educational Service Provider**

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

- XX I/we have no such interest.
- Yes

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

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

**Other**

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

I, Jeffery T. Walker, 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 Alabama Aerospace and Aviation High School Public Charter School is true and correct in every respect.

26 Oct 2021

Signature

Date

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

## Attachment 4: Educational Program Terms and Design Elements

<b>School Name:</b>	<i>Aerospace &amp; Aviation High School</i>
<b>Mission:</b>	At AAHS, our mission is to provide a diverse group of students rigorous college prep and an authentic industry-aligned STEM education to prepare students to be leaders in the classroom and in the aerospace and aviation industry.
<b>Vision:</b>	Our vision is to create clearly defined pathways into aviation and aerospace careers for all students creating a diverse pipeline of future industry leaders.
<b>Objectives:</b>	<ul style="list-style-type: none"> <li>• Develop students who master communication, collaboration, creativity, and critical thinking skills</li> <li>• Provide a rigorous education for all students through a personalized learning approach.</li> <li>• Differentiate to meet the academic and social/emotional health needs of all students</li> <li>• Foster effective communities of practice through professional development and staff support</li> <li>• Provide safe and secure learning spaces to support learning</li> <li>• Maintain fiscal responsibility that reflects a commitment to student learning and a rich variety of programs and services</li> </ul>
<b>Goals:</b>	<ul style="list-style-type: none"> <li>• Students achieve annual increase of 6% proficiency in ELA and Math</li> <li>• Students outperform district teammates in Math/ELA by 3%</li> <li>• 90% of students report “feeling safe in school” and “having an adult support system at school”. (SEL)</li> <li>• 5-year average graduation rate equal to or better than the state average of 92%, outpacing ESSA’s 2030 goal.</li> </ul>
<b>Education Program Term #1:</b>	AAHS students will experience a high rigor, place -based, industry-style program that includes a variety of differentiated instructional methods designed to provide whole-group, team, and personalized experiences where all students feel safe and able to learn, no matter their learning style.
<b>Education Program Term #2:</b>	Class sizes for AAHS students will reflect an optimal teacher to student ratio where individual academic and social-emotional needs will be detected and addressed; the maximum number of students per classroom environment is based on best practice.
<b>Education Program Term #3:</b>	AAHS students will use rigorous, researched based curricula designed to aggressively grow all students and build their academic agency leading to the mastery of content.
<b>Education Program Term #4:</b>	AAHS students will have a personalized “flight plan” where AHSG required core and elective courses along with industry-based courses are mapped. Students will know what is expected and will have the support of their

	“flight crew” to track progress and receive specialized help as needed; their flight crew will include a teacher/advisor, counselor, and industry-tied mentor.
<b>Education Program Term #5:</b>	AAHS students will experience a positive academic environment created through intentional and constant structures producing strong student and teacher relationships rooted in student academic success. AAHS’s approach to providing clarity, living out our core values, and establishing strong relationships make up the steel framework for the cultural foundation of student intellectual and social emotional development. AAHS students will know that we believe they can and will achieve at high levels; our students will rise to the expectations we set for them.
<b>Geographic Area Served:</b>	Students will be recruited from the 35020,35021, 35022, 35023, 35111, 35226, 35244, and other surrounding areas.
<b>Location:</b>	Bessemer, AL
<b>Grades Served 2022-2023:</b>	1 (9th grade only)
<b>Grades Served at Capacity:</b>	4 (9-12)
<b>Projected Enrollment 2022-2023:</b>	125
<b>Projected Enrollment at Capacity:</b>	482
<b>Educational Service Provider:</b>	N/A

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

## **Attachment 5: Conflict of Interest Policy**

### **Alabama Aerospace and Aviation Schools, Inc. Conflict of Interest Statement and Confidentiality Agreement**

To: Officers, Directors, Committee Members, Advisory Board Members, Staff Members, and certain Consultants

The undersigned has had and will have possession of or access to confidential information relating to the business of Alabama Aerospace and Aviation Schools, Inc., including writings, equipment, processes, drawings, reports, manuals, invention records, financial information, business plans, student/associate lists, the identity of or other facts relating to prospective customers, inventory lists, arrangements with suppliers and customers, computer programs, or other material embodying trade secrets, customer or product information or technical or business information of Alabama Aerospace and Aviation Schools, Inc.. All such information, other than any information that is in the public domain through no act or omission of the undersigned or which he/she is authorized to disclose, is referred to collectively as the "Company Information". During and for a period not to exceed the one year anniversary of the undersigned's termination of association with Alabama Aerospace and Aviation Schools, Inc., the undersigned shall not (i) use or exploit in any manner the Company Information to himself/herself or any person, partnership, association, corporation or other entity other than Alabama Aerospace and Aviation Schools, Inc., (ii) remove any Company Information, or any reproduction thereof, from the possession or control of the Company or (iii) treat Company Information otherwise than in a confidential manner.

No member of the Board of Directors or any of its Committees, staff, or consultants shall derive any personal profit or gain, directly or indirectly, by reasons of his or her participation with Alabama Aerospace and Aviation Schools, Inc. Each individual shall disclose to the organization any personal interest, which he or she may have in any matter pending before the organization and shall refrain from participation in any decision on such matter.

Any member of the Board, any Committee or Staff who is an officer, board member, a committee member or a staff member of a client organization or vendor of Alabama Aerospace and Aviation Schools, Inc. shall identify his or her affiliation with such agency or agencies; further, in connection with any committee or board action specifically directed to that agency, he/she shall not participate in the decision affecting that agency and the decision must be made and/or ratified by the full board.

Any member of the Board, any Committee, Staff and certain Consultants shall refrain from obtaining any list of clients for personal or private solicitation purposes at any time during the term of their affiliation.

At this time, I am a Board member, a committee member, consultant or an employee of the following organizations:

Crime Stoppers of Metro Alabama, Metropolitan Criminal Justice Executives Association

Now this is to certify that I, except as described below, am not now nor at any time during the past year have been:

- 1) A participant, directly or indirectly, in any manner, agreement, investment, or other activity with any vendor, supplier, or other party doing business with Alabama Aerospace and Aviation Schools, Inc., which has resulted or could result in personal benefit to me.
- 2) A recipient, directly or indirectly, of any salary payments or loans or gifts of any kind or any free service or discounts or other fees from or on behalf of any person or organization engaged any transaction with Alabama Aerospace and Aviation Schools, Inc..

Any exceptions to 1 or 2 above are stated herein below with a full description of the transactions and of the interest, whether direct or indirect, which I have had (or have not had) during the past year with the persons or organizations having transactions with Alabama Aerospace and Aviation Schools, Inc.:

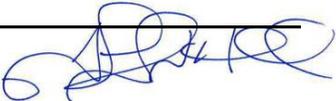
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Date: \_\_\_\_\_ 26 Oct 2021

Signature: \_\_\_\_\_ 

Printed Name: Jeffery T. Walker

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

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

- applicable law, no ESP agreement shall restrict the Commission's access to the Contract School's records.
8. ESP agreements must contain a provision that all finance and other records of the ESP related to the Contract School will be made available to the Contract School's independent auditor.
  9. The ESP agreement must not permit the ESP to select and retain the independent auditor for the Contract School.
  10. If an ESP purchases equipment, materials, and supplies on behalf of or as the agent of the Contract School, the ESP agreement shall provide that such equipment, materials, and supplies shall be and remain the property of the Contract School.
  11. ESP agreements shall contain a provision that if the ESP procures equipment, materials, and supplies at the request of or on behalf of the Contract School, the ESP shall not include any added fees or charges with the cost of equipment, materials, and supplies purchased from third parties.
  12. ESP agreements must contain a provision that clearly allocates the respective proprietary rights of the Contract School Governing Board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the Contract School owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Contract School; or (ii) were developed by the ESP at the direction of the Contract School Governing Board with Contract School funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the Contract School's proprietary rights over curriculum or educational materials that are developed by the ESP from funds from the Contract School or that are not otherwise dedicated for the specific purpose of developing Contract School curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the Contract School are subject to state disclosure laws and the Open Records Act.
  13. ESP agreements involving employees must be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the Contract School. If the ESP leases employees to the Contract School, the ESP agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Contract School or working on Contract School operations. If the Contract School is staffed through an employee leasing agreement, legal confirmation must be provided to the Contract School Governing Board that the employment structure qualifies as employee leasing.
  14. ESP agreements must contain insurance and indemnification provisions outlining the coverage the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance for the Contract School Governing Board that is required according to the Contract. Insurance coverage must take into account whether or not staff at the school are employees of the ESP or the School.
  15. Marketing and development costs paid by or charged to the Contract School shall be limited to those costs specific to the Contract School program and shall not include any costs for the marketing and development of the ESP.

16. If the Contract School intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not be a part of or incorporated into the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the School.

## **Attachment 7: Physical Plant**

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

Physical Plan Description

Site Plans

Floor Plans

Lease Agreement

Certificate of Use and Occupancy

**Charter School  
Physical Plant Description**

1. The address and a description of the site and physical plant (the “Site”) of Alabama Aerospace and Aviation High School (the “School”) is as follows:

Address:

Description:

Configuration of Grade Levels:

Term of Use: Term of Contract

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

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

## Attachment 8: Statement of Assurances

### STATEMENT OF ASSURANCES

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

As the duly authorized representative of the applicant group (the school), I hereby certify under the penalty of perjury that all information and statements submitted for or on behalf of: \_\_\_\_\_ **Alabama Aerospace and Aviation Schools, Inc.** \_\_\_\_\_ are accurate and true to the best of my knowledge and belief; and further, I certify and assure that, if awarded a charter:

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

- h. Compliance with Title II of the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101).
4. The School shall hire, manage, and discharge any charter school employee in accordance with state laws and the School's charter contract.
  5. The School shall receive and disburse funds solely in accordance with the purposes of the charter school.
  6. To the extent it enters into contracts with any school district, educational service district, or other public or private entity for the provision of real property, equipment, goods, supplies, and services, including educational instructional services and including for the management and operation of the charter school, the School shall do so to the same extent as other non-charter public schools, as long as the School's governing board maintains oversight authority over the charter school.
  7. The School shall not enter into any contracts for management operation of the charter school except with nonprofit organizations.
  8. To the extent it enters into contracts with other entities regarding real property, the School shall include provisions regarding the disposition of the property if the charter school fails to open as planned or closes, or if the charter contract is revoked or not renewed.
  9. To the extent it issues secured and unsecured debt, including pledging, assigning, or encumbering its assets to be used as collateral for loans or extensions of credit to manage cash flow, improve operations, or finance the acquisition of real property or equipment, the School shall not pledge, assign, or encumber any public funds received or to be received.
  10. The School shall ensure that no debt incurred by the School is a general, special, or moral obligation of the state or any other political subdivision or agency of the state.
  11. The School shall not pledge either the full faith and credit or the taxing power of the state or any political subdivision or agency of the state for the payment of the debt.
  12. To the extent it solicits, accepts, and administers for the benefit of the charter school and its students, gifts, grants, and donations from individuals or public or private entities, the School shall not solicit, accept, and administer any such gifts, grants or donations from sectarian or religious organizations and shall not accept any gifts or donations the conditions of which violate state laws.
  13. The School shall issue diplomas to students who meet state high school graduation requirements established by the Department even though the charter school governing board may establish additional graduation requirements.
  14. The School shall not levy taxes or issue tax-backed bonds and shall not acquire or attempt to acquire property by eminent domain.

15. The School shall operate according to the terms of its charter contract and the Act.
16. The School shall comply with local, state, and federal health, safety, parents' rights, civil rights, and nondiscrimination laws applicable to school districts and to the same extent as school districts.
17. The School shall provide basic education, including instruction in the essential academic learning requirements and shall participate in the statewide student assessment system.
18. The School shall employ certificated instructional staff in areas 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. All of the information submitted in the Application is true, correct, complete, and in compliance with Alabama laws.
48. All of the information contained in the Application reflects the work of the applicant; no portion of the application was plagiarized.

**Alabama Aerospace and Aviation High School**

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NAME OF SCHOOL

**2021**

DocuSigned by:  
*Charles Knight*  
C565624EAAE1471...

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SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

10/28/2021

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DATE

Charles Knight

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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.

\*PLEASE SEE ACADEMIC, ORGANIZATIONAL, and FINANCIAL FRAMEWORK

\*SCHOOL SITE VISIT

### **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 as well as online software for desk audits.

\*PLEASE SEE ACADEMIC, ORGANIZATIONAL, and FINANCIAL FRAMEWORK

## **Attachment 10: Enrollment Policy**

PLEASE SEE ATTACHMENT

## Attachment 11: Request for Proposals for Service Providers

N/A

**Attachment 12: Public Charter School Application**

PLEASE SEE ATTACHMENT