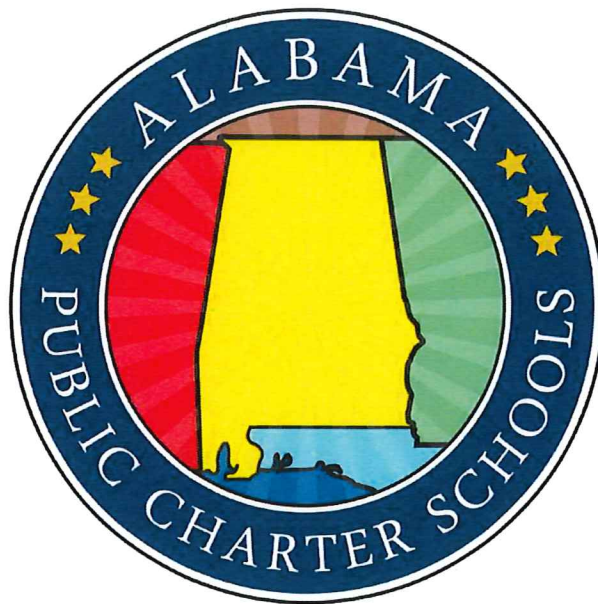


ALABAMA PUBLIC CHARTER SCHOOL COMMISSION



PUBLIC CHARTER SCHOOL CONTRACT

2020

CHARTER CONTRACT FOR CHARTER AUTHORIZERS

PURPOSE

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

ATTRIBUTION

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

COMMISSION'S ACKNOWLEDGMENT AND ATTRIBUTION

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

PUBLIC CHARTER CONTRACT

INSTRUCTIONS

NOTE

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

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

2. Commission/Governing Board Acknowledgement and Attribution

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

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

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

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

PUBLIC CHARTER SCHOOL CONTRACT

Issue Date: December 9, 2020

**CHARTER SCHOOL CONTRACT
FOR THE OPERATION OF**

PARTIES:

Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

Magic City Acceptance Academy Board of Directors

Magic City Acceptance Academy LLC

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PARTIES

This agreement is executed on this 9th day of December 2020 by and between the Alabama Public Charter School Commission (“Commission”) and Magic City Acceptance Academy Board of Directors (“Governing Board”), for the operation of Magic City Acceptance Academy (“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 Magic City Acceptance Academy, (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, unless otherwise approved by the Commission. 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 an 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 and Vision Statements

The Magic City Acceptance Academy (MCAA) facilitates a community in which all learners are empowered to embrace education, achieve individual success, and take ownership of their future in a safe, LGBTQ-affirming learning environment.

MCAA will motivate and prepare students, coming from a variety of settings, in grades 6-12 to engage students who have dropped out or are otherwise not thriving in traditional schools--specifically, students who have experienced trauma in their lives and are in need of a more supportive environment academically, socially, and emotionally. Mentors and teachers will be incorporated throughout the diverse MCAA curriculum to empower students in directing their own education. MCAA will provide a safe learning environment that emphasizes a culture of collaboration through social and emotional learning with a system of social and emotional justice.

****Note** - It is the intent of MCAA to attract and educate a diverse community of learners who have decided that our mission, beliefs and values align with theirs when it comes to being a part of an inclusive educational community. We will recruit students from diverse backgrounds, diverse neighborhoods, and with diverse identities. We, in no way, are attempting to create a segregated environment for any particular group of students.

To further define our vision, we have adopted the MCAA Profile of a Graduate, which is a description of the skills and dispositions our students will have when they graduate. As shown in our Profile of a Graduate, each MCAA student will be--

1. **Motivated** - Students will be intellectually curious, lifelong learners. They will have a solid understanding of their college and career interests and will have a passion to pursue those interests. They will have a desire to serve their communities fueled by empathy, respect, and humility.
2. **Compassionate** - Students will be self-confident and self-reliant. They will have strong critical thinking, problem-solving, and communicating skills. They will be well-educated, will value diversity, and will be aware of societal needs. They will be resilient and able to work collaboratively across differences.
3. **Affirming** - Students will be kind and caring to others while considering multiple perspectives. Students will have multi-cultural awareness and an understanding of current and historical issues facing different communities of people. They will be compassionate, showing concern for others and a willingness to help when needed.
4. **Ambitious** - They will zealously further their education and pursue their dreams. They will exhibit leadership and value collaboration. They will create meaningful relationships and build community.

We believe that through this vision we can embed the following core values in our school culture:

- Leadership
- Integrity

- Freedom
- Enlightenment
- Empowerment
- Efficacy
- Affirmation

This is just the beginning; upon approval of our charter, MCAA will gather feedback from parents, students, and faculty to further imagine and refine our Profile of a Graduate. To effectuate our vision, MCAA will provide rigorous and personalized academics, 1:1 student-adult mentors, and a safe learning environment within an affirming culture for a diverse student population.

Community

Due to our central location in Homewood, MCAA will be available to a population of students who represent the diversity in our community. Our goal is to become a community that is diverse in ethnicity, socioeconomic status, race, and language along with students in the LGBTQ community. It should also be noted that there is a large, preliminary low income Hispanic community within 2 miles of our school site. MCAA will be located in Homewood near the city zone lines between Birmingham and Homewood. Our location is just off the interstate, which will provide an opportunity of school choice for parents who work downtown or in the area near our school site.

Homewood borders Birmingham on the south side and is a community with an average median income of \$55,431 for individuals and an average family income of \$70,256. According to the 2010 United States Census and other research, the city of Homewood has a poverty rate of around 9.6%, while the Alabama State Department of Education report card data suggests that approximately 24% of Homewood students are “Economically Disadvantaged.” According to the school rankings recently released by Niche, Homewood City Schools is rated as the number 2 school district in Alabama, having received an A on their most recent state report card. Not surprisingly, the graduation rate in Homewood is high, at 93%; however, that leaves 7% who have disengaged for some reason. MCAA would like to provide an alternative for some of those students, in addition to the majority of our student body that will be recruited from within the city of Birmingham and greater Jefferson County.

In contrast to Homewood, the areas of Birmingham City that surround our site have an average median household income of approximately \$19,427 according to the latest Niche ratings. There are five elementary schools, one K-8, one middle school, and two high schools within six miles of our site. Five of these schools--three elementary, one middle, and one high school--were on the last failing schools list published by the Alabama State Department of Education. These schools are among the bottom 6% of schools in the state on the state assessments. Their chronic absenteeism is extremely high in the middle and high schools, and the graduation rate for Birmingham City Schools is approximately 73%. This leaves too many students unprepared for future employment.

Perhaps the most glaring data related to student achievement are those showing the correlation between educational achievement and poverty. According to ChildFund.org, people who do not earn a high school diploma by the age of 20 are seven times more likely to be consistently impoverished between ages 25 and 30. We also know that children of color are far more likely to be academically behind grade-level than their non-minority peers and are similarly far more likely to live in low-income households. To make matters worse, the research tells us that living in poverty for extended period causes significant trauma in

the lives of all family members, especially among children. Other research reveals equally discouraging data around the adverse effects of educational attainment, poverty, and race in America:

- 49% of American children in urban areas (9.7 million) live in low-income families.
- Families of color are disproportionately represented in impoverished urban neighborhoods.
- Black and Latino families with children are more than twice as likely as white families with children to experience economic hardships.
- Families constitute two-fifths of the U.S. homeless population, which increases the risk of trauma exposure and intense anxiety and uncertainty.
- 83% of inner city youth report experiencing one or more traumatic events.
- 1 out of 10 children under the age of six living in a major American city report witnessing a shooting or stabbing.
- 59% - 91% of children and youth in the community mental health system report trauma exposure.
- 60% - 90% of youth in juvenile justice have experienced traumas.
- Urban males experience higher levels of exposure to trauma, especially violence related incidents, while females are four times more likely to develop Post-Traumatic Stress Disorder (PTSD) following exposure to traumatic events.
- Between 3.3 and 10 million children witness domestic violence yearly.
- Each year, 20–35% of abused children suffer a serious injury and between 1,200 and 1,500 die as a result of abuse.
- One-third of individuals who were abused as children will become perpetrators of abuse in adulthood.
- African American (82%) and American Indian/Alaskan Native (42%) children are disproportionately represented in the child welfare system.

About Our Organization

Magic City Acceptance Academy (MCAA) will be located in Jefferson County, just outside the city limits of Birmingham, in Homewood, Alabama. The students will have access to the services provided by the Magic City Acceptance Center (MCAC) and the Magic City Wellness Center (MCWC), both of which are operated by Birmingham AIDS Outreach (BAO) and are located in the city of Birmingham. To date, MCAC has served over 1,000 youth with drop-in hours, counseling/support groups, art classes, an annual prom/homecoming, and educational/advocacy classes. In 2016, BAO opened the MCWC Alabama's only LGBTQ medical/mental health care facility in response to the lack of affirming LGBTQ medical/mental health care in Alabama. All of these services will be universally available to students at MCAA. The school will be centrally located just to the south of the UAB campus and approximately 5 miles from the BAO offices and other services.

2. Educational Need and Anticipated Student Population

MCAA will open in 2021, serving 250 students grades 6-12, many of whom are not thriving in their local school system. While our school will sit within Homewood City Schools, the exact location of the facility allows us to conveniently serve families from Birmingham City Schools and the much larger Birmingham metropolitan area. The facility is located on the far northwest boundary of Homewood and Birmingham near numerous multi-family housing complexes and adjacent to the I-65 corridor, allowing MCAA to serve families that are geographically, socioeconomically and ethnically diverse. The location of our campus also allows us to provide seamless transportation options to families, including school busing.

Because our network of over 1,500 students—including 285 new youth in 2020 alone—expands all across Jefferson County, we cannot reasonably limit an analysis of our anticipated population to a single district. According to the most recent US Census Bureau information, approximately 108,005 school-aged children live in Jefferson County today. 101,257 of those children were enrolled in public schools last year, leaving nearly 7,000 students in our service area attending non-public schools, homeschools, or no school at all. The most recent estimates according to KIDS COUNT Alabama show that roughly 3.3% of students in Jefferson County—over 3,300 students—dropout each year. This is not to be confused with the county's on time graduation rate, which is roughly 88%, meaning at least 12% will not graduate within four years. Likewise, many of the students participating in our programming today have chosen to dropout because of repeated incidents of abuse and intolerance in their local districts. Many of those who have not dropped out have instead chosen to homeschool or to transfer to a more accepting private school. MCAA will strive to provide a safe and accepting academic environment for those children and any others who may have been underserved due to their current situation.

We believe that students' physical and social emotional needs are a prerequisite to higher order problem solving and rigorous academic achievement. We know that when foundational needs of students are addressed, students can engage at their highest level and meet the cognitive demands required in classrooms. This is the purpose of our desire to become a Trauma Sensitive School Environment.

In addition to simply providing an excellent, innovative school for all, we look forward to creating a Trauma Sensitive School Environment, providing the services necessary to serve students who need additional emotional and/or behavioral support while pursuing to achieve their academic goals. Today, one out of every four children attending school has been exposed to a traumatic event that can affect learning, and/or behavior (NCTSN Child Trauma Toolkit for Educators, 2020). A trauma-sensitive school is one in which all students feel safe, welcomed, and supported and where addressing trauma's impact on learning on a school-wide basis is at the center of its educational mission (Center for Parent Information and Resources, 2020).

Jen Alexander (2019) provides the following description of a Trauma Informed/Trauma Sensitive School:

A trauma sensitive school is a safe and supportive community that enables both students and adults to feel safe, build caring relationships with one another, regulate their feelings as well as learn. Trauma sensitive educators realize and recognize the epidemic of trauma in our schools, especially its impact on individuals' stress response systems, youth behavior, and learning. Trauma sensitive educators also respond by working together, across disciplines, with every member of the school community to fully integrate knowledge about trauma into policies, procedures, and practices as well as to actively seek to avoid retraumatization (SAMHSA, 2015).

Research published in 2019 shows that educators' deepening understanding of the impact of trauma on learning and participation in a collaborative, inquiry-based process will lead to shifts in thinking that recognize the foundational importance of a welcoming and inclusive learning environment for students' academic success. Shifts in practice, which follow from and reinforce the shifts in thinking, can embed trauma-sensitivity into a school's daily operations. The data suggest that the "shifts in thinking and practice were dependent on, reciprocally supported, and reinforced by strengthened relationships, trust, and sense of community among educators." The "Year Three" Evaluation Report describes these shifts in practice as four emergent themes:

- Facilitating Empowerment and Collaboration

- Integrating Whole-Child Experiences
- Affirming Cultural Identity and Promoting a Sense of Belonging
- Re-envisioning Discipline Toward Relational Accountability

While children experience many forms of trauma at home and at school, the data on bullying alone provide ample reason to create intentionally safe spaces for kids who are suffering. According to the National Bullying Prevention Center (NBPC), one out of every five children experience bullying at school with many indicating that the bullying was frequent. The National Center for Education Statistics also shows that “the reasons for being bullied reported most often by students include physical appearance, race/ethnicity, gender, disability, religion, and sexual orientation.” And the evidence clearly demonstrates that students who experience bullying are at increased risk for depression and are more likely to attempt suicide, in addition to experiencing lower academic achievement, and a higher likelihood of dropping out of school.

Additionally, The Gay, Lesbian, and Straight Education Network (GLSEN) conducted a school climate survey in 2017 demonstrating that Alabama schools are not safe spaces for most LGBTQ youth. Several important facts emerged from the 2017 survey:

1. 91% of the students surveyed reported hearing homophobic slurs on a daily basis;
2. 37% heard disparaging remarks made to them by school staff;
3. 35% experienced physical harassment as a result of their sexual orientation; and
4. 17% experienced physical assault as a result of their sexual orientation.

The data are also clear about the academic and emotional ramifications of these experiences. The same research revealed that LGBTQ youth are *3 times more likely to dropout* than the national average and are *3 times more likely to attempt suicide* than their straight peers. Today, between 20-40% of all homeless kids are LGBTQ. Not surprisingly, many of our youth have also indicated that such experiences have led them to feel disengaged and therefore academically behind in school, to drop out, or to “homeschool” themselves.

3. Educational Plan/School Design

While many of our students will be over-aged and under-credited as a result of emotional distress, dropping out, or experiencing a lack of rigor in their homeschool environment, we nevertheless believe that our student population will have a vast range of academic readiness. Therefore, it is imperative that we maintain a small, intimate setting in which teachers can personalize instruction for their students and provide meaningful 1:1 mentorship.

To do so, MCAA will deliver an academic model that embraces the following core components:

- **High-quality, Aligned Curriculum** that allows for culturally-responsive adaptations;
- **Project-Based Learning** embedded in each content area and learning unit;
- **Blended Learning**, driven by excellent teachers and a world-class online platform that allows students to learn at their own pace and allows teachers to upload curriculum and lessons plans, monitor progress in real time, and make data-based decisions;
- **Arts-Infused Community Projects** emphasizing the a social/restorative justice theme;
- **1:1 Mentoring** wherein each student has an assigned adult mentor who helps set college and career goals, regularly monitors progress towards those goals on the online platform, gives real-time feedback on next steps, and serves as a personal ally; and

- **Mental and Physical Health Services** using BAO's wrap-around resources.

In our core content areas, MCAA has utilized the research of EdReports.org to identify high-quality, rigorous, and aligned curricula to ensure that our students are engaging with first-rate content.

After careful review, for the core content areas of English Language Arts (ELA) and Math, we have chosen EngageNY as our base curriculum. For science, we have chosen Amplify Science. EngageNY is among the highest-rated curricula on EdReports, receiving their highest-possible ratings in every single category, including text quality, rigor, alignment, and usability. Similarly, Amplify Science is one of the few highly-rated curricula that is also aligned to Next Generation Science Standards, which we will use for our standards. Amplify will allow us to ensure horizontal and vertical alignment from one grade level to the next and is built for three dimensional learning, allowing MCAA to fully embrace the project-based learning aspect of our model in science. Perhaps more importantly, however, Amplify will prepare our middle school students for success in high school science courses.

We have chosen EngageNY for ELA and Math for numerous reasons. First, EngageNY is rigorous and standards-aligned in both ELA and Math. Second, having used the curriculum in his schools previously, Dr. Wilson can attest that materials are user-friendly and easily adaptable for teachers, allowing them to make culturally responsive modifications where necessary. Third, the materials are open source, allowing MCAA to adopt a first-rate curriculum at little-to-no cost to the school in its startup years. And finally, because the curriculum spans K-12 in both ELA and Math, we will benefit from strong horizontal and vertical alignment by adopting EngageNY across all grade levels. This is especially important, because our students will be learning at their own pace, meaning that some may have a more accelerated path than others, and therefore, might need to access vertically materials from the next grade level up for enrichment purposes.

While we have preliminary selected these base curricula for their excellent quality and adaptability to better serve our student population, we will work with our chief academic officer and faculty upon approval to refine our selections.

4. Community Engagement

From the beginning, MCAA has engaged not only our existing, fully-supportive network, but also the broader community in numerous ways. We have held focus group discussions with students and families, and we have sent surveys to gauge support. We have held four public hearings about our school with the majority of participants giving extremely favorable feedback and comments about the need for the type of learning space that we envision creating. At our first hearing, we had approximately 30 attendees sign up in support, and at our second public hearing, we had over 100 attendees. We are also proud of a group of Homewood moms who reached out to us and emailed the commission showing their support of our concept.

We have over 14,000 supporters on social media, we have served over 1,000 youth at MCAC, we have provided over 4,000 patient visits at MCWC, and we have provided over 23,000 home-delivered meals to people in need. Also we have held three previous public hearings that have been well attended and have had positive feedback overall.

We have long-standing relationships with many important local institutions, including the Community Foundation of Greater Birmingham, UAB, the Jefferson County Children's Policy Council, and more. We have received abundant support from New Schools for Alabama who awarded us a grant for \$1.5 million dollars and a \$215,000 grant from New Schools Venture Fund.

Section 3.2 Mission and Vision

The Magic City Acceptance Academy (MCAA) facilitates a community in which all learners are empowered to embrace education, achieve individual success, and take ownership of their future in a safe, LGBTQ-affirming learning environment.

MCAA will motivate and prepare students, coming from a variety of settings, in grades 6-12 to engage students who have dropped out or are otherwise not thriving in traditional schools--specifically, students who have experienced trauma in their lives and are in need of a more supportive environment academically, socially, and emotionally. Mentors and teachers will be incorporated throughout the diverse MCAA curriculum to empower students in directing their own education. MCAA will provide a safe learning environment that emphasizes a culture of collaboration through social and emotional learning with a system of social and emotional justice.

MCAA will open in 2021, serving 250 students grades 6-12, many of whom are not thriving in their local school system. While our school will sit within Homewood City Schools, the exact location of the facility allows us to conveniently serve families from Birmingham City Schools and the much larger Birmingham metropolitan area. The facility is located on the far northwest boundary of Homewood and Birmingham near numerous multi-family housing complexes and adjacent to the I-65 corridor, allowing MCAA to serve families that are geographically, socioeconomically and ethnically diverse. The location of our campus also allows us to provide seamless transportation options to families, including school busing.

Because our network of over 1,500 students--including 285 new youth in 2020 alone--expands all across Jefferson County, we cannot reasonably limit an analysis of our anticipated population to a single district. According to the most recent US Census Bureau information, approximately 108,005 school-aged children live in Jefferson County today. 101,257 of those children were enrolled in public schools last year, leaving nearly 7,000 students in our service area attending non-public schools, homeschools, or no school at all. The most recent estimates according to KIDS COUNT Alabama show that roughly 3.3% of students in Jefferson County--over 3,300 students--dropout each year. This is not to be confused with the county's on time graduation rate, which is roughly 88%, meaning at least 12% will not graduate within four years. Likewise, many of the students participating in our programming today have chosen to dropout because of repeated incidents of abuse and intolerance in their local districts. Many of those who have not dropped out have instead chosen to homeschool or to transfer to a more accepting private school. MCAA will strive to provide a safe and accepting academic environment for those children and any others who may have been underserved due to their current situation.

We believe that students' physical and social emotional needs are a prerequisite to higher order problem solving and rigorous academic achievement. We know that when foundational needs of students are addressed, students can engage at their highest level and meet the cognitive demands required in classrooms. This is the purpose of our desire to become a Trauma Sensitive School Environment.

In addition to simply providing an excellent, innovative school for all, we look forward to creating a Trauma Sensitive School Environment, providing the services necessary to serve students who need additional

emotional and/or behavioral support while pursuing to achieve their academic goals. Today, one out of every four children attending school has been exposed to a traumatic event that can affect learning, and/or behavior (NCTSN Child Trauma Toolkit for Educators, 2020). A trauma-sensitive school is one in which all students feel safe, welcomed, and supported and where addressing trauma's impact on learning on a school-wide basis is at the center of its educational mission (Center for Parent Information and Resources, 2020).

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. Before the first day of instruction, the 20 percent membership requirement may be satisfied by parents who intend to have their students attend the School.

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, except for documentation, evidence, information or communications, of any kind or form, protected from disclosure by the attorney-client privilege or other applicable privilege protecting the same from disclosure as provided by state or federal law, guidance or regulations. 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, except for documentation, evidence, information or communications, of any kind or form, protected from disclosure by the attorney-client privilege or other applicable privilege protecting the same from disclosure as provided by state or federal law, guidance or regulations. Failure to provide this access by the deadlines imposed by the Commission may, in the discretion of the Commission, be considered to 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, Attachment 24 of MCAA's Application.

MAGIC CITY ACCEPTANCE ACADEMY SCHOOL TRANSPORTATION PLAN

This plan will be developed after the charter contract is executed is approved pending an assessment of community/student needs for transportation.

MCAA is committed to the assurance that our students are able to be at school daily and on time along with being able to get home safely. If the need arises that transportation is a hindrance we will take actions to rectify the situation. This may be in the purchase of a bus that picks up and designated locations or partnering with one of the rideshare companies.

Transportation for any field trips will be chartered until the need for a MCAA bus becomes an apparent need.

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 45 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.

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.

Grade	21-22 Min/Max	22-23 Min/Max	23-24 Min/Max	24-25 Min/Max	25-26 Min/Max
6	30-35	40-45	50-55	60-65	65
7	30-35	40-45	50-55	60-65	65
8	30-35	40-45	50-55	60-65	65
9	40-45	50-55	60-65	70-75	75
10	40-45	50-55	60-65	70-75	75
11	40-45	50-55	60-65	70-75	75
12	40-45	50-55	60-65	70-75	75
Totals	250-285	300-335	335-350	365-400	

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:

At this point, the School has not decided on any school fees for students.

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(s) that is acceptable to the Commission by January 1, 2021 or at such earlier or later date as approved by the Commission. The School may move its location(s) only after obtaining formal approval from the Commission, subject to such terms and conditions as may be specified. The Commission shall take into consideration any existing local, state or federal COVID restrictions and/or guidance that may impact the securing of a location(s) and the need for the School to move its location(s), temporarily or otherwise. Any change in the location(s) 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. The School acknowledges that it may not operate solely as a virtual school.

Section 10.4 Inspections

The Commission, or its designee, 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.

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 administrators in leadership positions with the School.

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, subject to any restrictions as provided by law or the attorney-client privilege. 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 reasonable timeframe in which the records must be provided and the School must adhere to this timeframe.

This information, regardless of the form in which it is disclosed, will be used by the Commission, and its authorized representatives, to satisfy its obligations to audit, evaluate, and conduct compliance and enforcement activities relative to the School. The parties agree to use best efforts and good faith in cooperating 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 or other applicable laws, regulations and guidance.

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 upon reasonable request and in a timely manner 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 formal 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 the 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 in a timely manner 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

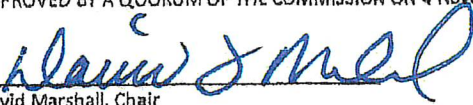
Section 17.1 Notice

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.

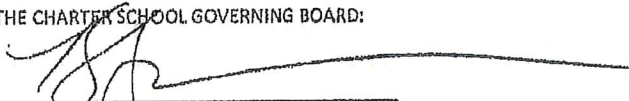
If a notice is received on a weekend or on a national or Alabama state holiday, it shall be deemed received on the next regularly scheduled business day.

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective the first day of classes.

APPROVED BY A QUORUM OF THE COMMISSION ON 4 November, 2020:


David Marshall, Chair
Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:


Karen Musgrove, President
Magic City Acceptance Academy Charter School Governing Board

APPENDICES

Attachment 1: Pre-Opening Process and Conditions

Attachment 2: Governance Documents

Attachment 3: Governing Board Roster and Disclosures

Attachment 4: Educational Program Terms and Design Elements

Attachment 5: Conflict of Interest Policy

Attachment 6: Education Service Provider (ESP) Contract Guidelines

Attachment 7: Physical Plant

Attachment 8: Statement of Assurances

Attachment 9: Identification of Documentation Required for Annual Performance Report

Attachment 10: Enrollment Policy

Attachment 11: Request for Proposals

Attachment 12: Public Charter School Application

Attachment 1: Pre-Opening Process and Conditions

TASK	DUE DATE	STATUS/NOTES	COMPLETE
School Facility/Physical Plant:			
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.	1/1/2021 or such earlier or later date as approved by the Commission		
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.	1/1/2021 such earlier or later date as approved by the Commission		
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.	1/1/2021 such earlier or later date as approved by the Commission		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	7/1/2021		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	7/1/2021		
School Operations:			
School Leader is hired.	12/30/2020		
School leader or assigned staff has participated in Child Nutrition Program Training.	3/10/2021 or as scheduled by ALSDE		
School Leader has participated in ALSDE training in Federal Programs and Special Education.	3/1/2021 or as scheduled by ALSDE		
School leader has participated in training in finance.	7/30/2021 or as scheduled by ALSDE		

<p>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.</p>	<p>2/5/2021</p>		
<p>Community engagement activities should be ongoing with one per quarter required.</p>	<p>Ongoing with one community engagement event per quarter</p>		
<p>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.</p>	<p>3/31/2021</p>		
<p>The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP). Accounting System?</p>	<p>ALSDE FINANCE SCHEDULE Ongoing</p>		
<p>Copy of Employee Handbook and related employee communication which include, at a minimum, expectations for employee performance and behavior, compensation and benefit information, emergency response information, annual calendar, hours and length of employment, supervisory obligations, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements.</p>	<p>3/31/2021</p>		
<p>The School has provided evidence of a student handbook. Student Handbook must contain, at a minimum, the following: School's mission statement, School's Contact Information, School Calendar, School Attendance Policy, Student Discipline Policy, and Student Rights and Responsibilities.</p>	<p>3/31/2021</p>		

<p>An annual school calendar approved by the Governing Board of Directors for the first year of the School’s operation is on file with the Commission. School calendar must meet the compulsory school attendance requirements of state law, financial guidelines, and state regulations. (Post on School’s Website)</p>	<p>3/31/2021</p>		
<p>Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended. 80% of projected fall membership includes both virtual and in person instruction, provided federal, state or local COVID restrictions or guidance remains in place.</p>	<p>6/1/2021</p>		
<p>The School has established a process for resolving public complaints, including complaints regarding curriculum. The process includes an opportunity for complainants to be heard. School’s process is on file with the Commission.</p>	<p>4/5/2021</p>		
<p>The required Safe School Plan consistent with the School mapping information system is on file with the Commission. For more information on a Safe School Plan, please visit: https://www.alsde.edu.</p>	<p>6/15/2021</p>		
<p>PRE-OPENING SITE VISIT: Prior to a School opening, Commission staff will conduct a site visit to verify that that School has completed or is on track to complete each pre-opening condition and confirm the School is ready to open.</p>	<p>7/15/2021</p>		
<p>State assessment schedule is on file with the Commission.</p>	<p>8/10/2021</p>		
<p>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.</p>	<p>8/10/2021</p>		

The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	7/10/2021		
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). (PowerSchool)	7/10/2021		
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.	7/29/2021		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	7/29/2021		
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.	7/29/2021		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	7/29/2021		
School Governance:			
Charter School must submit annual Governing Board meeting schedule including date, time, and location to Commission and assure the Commission that the meetings are posted on School website.	12/30/2020		
Evidence is provided that membership on the Governing Board of Directors is complete and complies with the School's governing board bylaws (i.e., governing board roster with contact information for all board members, identification of officers, and term of service).	7/29/2021		

Resume of each Governing Board member is on file with the Commission.	7/29/2021		
Governing Board disclosure forms are complete and on file with the Commission.	12/01/2021		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	12/31/2020		
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.	12/31/2020		
Budget:			
Preopening Year Budget/Unencumbered Funds Available	12/31/2020		
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.	Ongoing No later than 45 days after the end of each quarter or as required by the State Department of Education Annual budget due by 9/15/2021, and annually thereafter		
Submit evidence of fund balance quarterly.	No later than 45 days after the end of each quarter Annual budget due by 9/15/2021, and annually thereafter		

<p>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. (Bond)</p>	<p>6/15/2021</p>		
<p>A copy of the annual budget adopted by the School Governing Board is on file with the Commission and on the school's website.</p>	<p>9/15/2021 and annually thereafter</p>		
<p>Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.</p>	<p>7/31/2021</p>		
<p>Provide and maintain online software requirements to ensure compliance in all areas; i.e. PowerSchool and Charter. Tools.</p>	<p>12/10/2021 – Charter.Tools PowerSchool – Ongoing as scheduled by ALSDE</p>		

1. Note: 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



DWIGHT CARLISLE
Commissioner

State of Alabama
Department of Revenue

Montgomery, Alabama 36132
(www.dor.state.al.us)

CYNTHIA UNDERWOOD
Assistant Commissioner
LEWIS A. BASTERLY
Secretary

July 28, 2003

Birmingham AIDS Outreach, Inc.
Attn: Dedra Pepper, Finance Administrator
205 32nd Street South
Birmingham, AL 35233

RE: Alabama Sales Tax Exemption

Dear Ms. Pepper:

Please be advised that the Birmingham AIDS Outreach, Inc. is specifically exempt by law from the payment of Alabama Sales Tax on purchases of tangible personal property. This exemption is found in Act No. 94-363, and is further explained in Sales and Use Tax Rule 810-6-3-.07.05, a copy of which is enclosed for your convenience.

Since a specific exemption is provided by law, a certificate of exemption is not needed. When making purchases of tangible personal property for the Birmingham AIDS Outreach, Inc. you may furnish your suppliers with a copy of this letter.

Although this letter provides the current opinion of the Sales, Use & Business Tax Division regarding this matter, it is not an official revenue ruling in accordance with Section 40-2A-5, Code of Alabama 1975. Consequently, it is not legally binding on the Department of Revenue and the State.

If you should have any questions, please do not hesitate to contact me at (334) 242-1570.

Sincerely,

Mike Emfinger
Revenue Examiner
Sales, Use & Business Tax Division

ME:mj

Enclosure

Department of the Treasury
Internal Revenue Service
Quality Review Staff
Taxpayer Assistance Group
P. O. Box 1055 - RM 207
Atlanta, Georgia 30370-0000

Date: MAY 15 1990

Date of Inquiry:
05/07/90
Refer Reply To:
QRS:EO:TPA
EIN:
63-0948495
FFN:
580072161

BIRMINGHAM AIDS OUTREACH, INC.
POST OFFICE BOX 550070
BIRMINGHAM, AL 35255-0070

Dear Taxpayer:

This is in response to your request for confirmation of your exemption from Federal Income Tax.

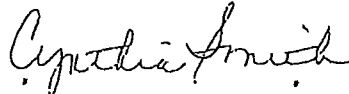
You were recognized as an organization exempt from Federal Income Tax under section 501(c)(3) of the Internal Revenue Code by our letter of February, 1987. You were further determined not to be a private foundation within the meaning of section 509(a) of the Code because you are an organization described in section 170(b)(1)(A)(vi) and 509(a)(1).

Contributions to you are deductible as provided in section 170 of the Code.

The tax exempt status recognized by our letter referred to above is currently in effect and will remain in effect until terminated, modified, or revoked by the Internal Revenue Service. Any change in your purposes, character, or method of operation must be reported to us so we may consider the effect of the change on your exempt status. You must also report any changes in your name and address.

Thank you for your cooperation.

Sincerely yours,



Exempt Organizations coordinator

ARTICLES OF INCORPORATION
OF
BIRMINGHAM AIDS OUTREACH
AN ALABAMA NON-PROFIT CORPORATION

STATE OF ALABAMA
JEFFERSON COUNTY

I. NAME:

The name of the Corporation shall be Birmingham AIDS Outreach, Inc.

II. DURATION:

The term of existence of the Corporation is perpetual.

III. PURPOSE:

The purposes for which this Corporation is formed are:

1. To provide an agency for the purposes of developing, promoting, and facilitating education about and public awareness of Acquired Immune Deficiency Syndrome (AIDS), AIDS Related Complex (ARC), and related health problems and concerns among the populations and communities considered to be in the high-risk categories for AIDS and ARC and among the general public as well.
2. To promote and provide resources for education about safe-sex practices to help prevent the spread of AIDS and ARC.
3. To develop and supply direct services deemed beneficial to people with AIDS and ARC and their families and friends. Such direct services will include the following: A. contact services and buddy support

1. Officers deemed necessary by the Board of Directors shall be elected by the Board of Directors at such times as established by the by-laws.
2. The duties of these officers will be determined by the Board of Directors and stated in the By-Laws.
3. If an officer is unable or unwilling to finish his or her term of office, the position will be filled by the Board of Directors.

VII. COMMITTEES:

1. The Board of Directors shall have the power to form committees it deems necessary to assist in fulfilling the purposes of the Corporation.

VIII. POWERS OF THE CORPORATION:

The Corporation shall have the power to do all acts necessary and proper to fulfilling its purposes, including all powers allowed to corporations under the CODE OF ALABAMA (1975); as amended; except as those powers are limited by Article IX of these Articles.

IX. TAX EXEMPT STATUS:

No part of the net earnings of the Corporation shall inure to the benefit of or be distributable to any private person except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distribution in furtherance of the purposes set forth in Article III. It is intended at all times that this corporation shall be exempt from taxation under Section 501 (a) of the Internal Revenue Code as an Internal Revenue Code Section 501 (c)(3) organization. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation or of participating in or intervening in (including the publication or

Director shall be under any duty to make investigation or inquiry as to any statement contained in such writing, but may accept the same as conclusive evidence of the truth and accuracy of the statements contained therein.

The Corporation shall indemnify every officer or Director, his or her heirs, executors and administrators against expense reasonable incurred by him/her in connection with any action, suit, or proceedings to which he/she may be a party by reason of his/her being or having been a Director or Officer of the Corporation, to the full extent permitted by law.

XIII.

There shall be five members of the initial Board of Directors of the Corporation. The names and addresses of the persons who are to serve as Directors until the first election thereof are as follows:

John F. Adams Jr.
1631 15th Avenue South
Birmingham, Alabama 35205

Kay Crutcher
5716 6th Avenue South
Birmingham, Alabama 35212

John Gannaway
2120 10th Avenue South #4
Birmingham, Alabama 35205

Ron Joullian
2155 11th Court South #12
Birmingham, Alabama 35205

James J. Roe
1502 17th Street South
Birmingham, Alabama 35205

XIV. The name and address of each Incorporator of the Incorporation

is:

Kay Crutcher
5716 6th Avenue South
Birmingham, Alabama 35205

John Gannaway
2120 10th Avenue South #4
Birmingham, Alabama 35205

James J. Roe
1502 17th Street
Birmingham, Alabama 35205

STATE OF ALABAMA
REAL 2740 PAGE 487
JUL 26 9 31 AM 1985

XV. REGISTERED AGENT:

The name of the Registered Agent for service of legal process shall

be:

Kay Crutcher
5716 6th Avenue South
Birmingham, Alabama 35212

XVI. DISSOLUTION:

Upon the dissolution of the Corporation according to law, or the winding up of its affairs, the assets of the Corporation shall be distributed exclusively to charitable, religious, scientific, literary, educational organizations which would then qualify under the provisions of Section 501 (c) (3) of the INTERNAL REVENUE CODE, and its regulations as they now exist, or as they may be amended.

IN WITNESS WHEREOF, we have subscribed our names this the _____ day of July, 1985.

Witnesses:

Ron Joubert

Joe Forlin

Ray Vincent

Incorporators:

James J. Roe

Kay Crutcher

John Gannaway

~~JUL 29 9 31 AM 1985~~

K. Doye Smith

EXHIBIT A

ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
BIRMINGHAM AIDS OUTREACH, INC.

Pursuant to the provisions of Code of Alabama (1975), §10-3-41, the undersigned Corporation hereby adopts the following Articles of Amendment to its Articles of Incorporation:

1. The name of the Corporation is:

Birmingham AIDS Outreach, Inc.

2. The amendment so adopted is:

FIRST: Article IX of the original Articles of Incorporation is hereby amended by adding the following language to Article IX:

Notwithstanding any other provision of these Articles, this organization shall not carry on any other activities not permitted to be carried on by an organization exempt from Federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision of any future United States Internal Revenue Law.

SECOND: Except as hereinabove amended, the Articles of Incorporation of the Corporation are continued in full force and effect.

3. The foregoing Amendment to the Articles of Incorporation of the Corporation was unanimously adopted by the Board of Directors of the Corporation on the 20th day of November, 1986.

This the 20th day of November, 1986.

ATTEST:

BIRMINGHAM AIDS OUTREACH, INC.

By:

Rick Adams
Secretary

By:

Ron Joullian
Chairperson

ACTION OF DIRECTORS
OF
BIRMINGHAM AIDS OUTREACH, INC.
BY CONSENT
IN LIEU OF SPECIAL MEETING

The following action is taken by the directors of Birmingham AIDS Outreach, Inc. (the "Corporation"), through this instrument and in lieu of holding a special meeting of the Board of Directors, pursuant to the provisions of §10-2A-66, Code of Alabama (1975), the Articles of Incorporation of the Corporation and the Bylaws of the Corporation:

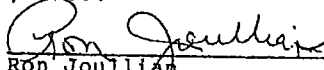
1. Adoption of the following resolution:

RESOLVED: That the Amendment to the Corporation's Articles of Incorporation attached hereto as Exhibit A is hereby approved for and on behalf of the Corporation, the proper officers of the Corporation are hereby authorized and directed to execute and file such documents as may be necessary to effect such amendment.

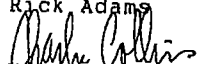
2. Direction to the Secretary to insert this instrument in the Corporation's minute book.

The foregoing action is consented to by the directors of the Corporation as evidenced by their execution of this instrument.

This the 20th day of November, 1986.



Ron Jouljian

Rick Adams


Charles Collins

Harry Amos

Genevieve Schechter, M.D.

VERIFICATION

The undersigned, Ron Joullian, Chairperson of Birmingham AIDS Outreach, Inc., a corporation organized and existing under the laws of the State of Alabama, hereby certifies, as such President, that Ron Joullian and Rick Adams, whose names as the respective Chairperson and Secretary of Birmingham AIDS Outreach, Inc. are signed to the foregoing Articles of Amendment, constitute such respective officers of Birmingham AIDS Outreach, Inc. and that the statements set forth in the foregoing Articles of Amendment are true and correct.

WITNESS, my hand and seal this 20th day of November, 1986.

Subscribed and sworn to
before me this _____ day
of _____, 1986.

Ron Joullian
Chairperson

Notary Public

My Commission Expires: _____

7870m

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. ~~Contact the Judge of Probate's Office to determine the county filing fees.~~ Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00 for standard filing (based on date of receipt and volume) or \$200.00 for expedited service (processed within twenty four (24) hours after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored (\$30.00 fee).

(For County Probate Office Use Only)

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):
MAGIC CITY ACCEPTANCE ACADEMY, LLC
2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].

This form was prepared by: (type name and full address)

A. Patrick Dungan, Esq.
Adams and Reese LLP
11 N Water St, Ste 23200
Mobile, AL 36602

(For SOS Office Use Only)

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

Birmingham AIDS Outreach, Inc.

Street (No PO Boxes) address of Registered Office (must be located in Alabama):

205 32nd Street South, Birmingham, AL 35233

Mailing address in Alabama of Registered Office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check only if the type applies to the Limited Liability Company being formed:

Series LLC complying with Title 10A, Chapter 5A, Article 11

Professional LLC complying with Title 10A, Chapter 5A, Article 8

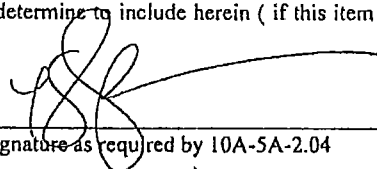
Non-Profit LLC complying with 10A-5A-1.04(e)

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify / / as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be : AM or PM. (cannot be noon or midnight - 12:00)

Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

11 / 08 / 2019
Date (MM/DD/YYYY)


Signature as required by 10A-5A-2.04

Karen Musgrove
Typed Name of Above Signature

Organizer
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that

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

MAGIC CITY ACCEPTANCE ACADEMY, LLC

This name reservation is for the exclusive use of Adams and Reese LLP, 11 North
Water Street, Suite 23200, Mobile, AL 36602 for a period of one year beginning
November 07, 2019 and expiring November 07, 2020



RES861053

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

November 07, 2019

Date

J. H. Merrill

John H. Merrill

Secretary of State

STATE OF ALABAMA

DOMESTIC LIMITED LIABILITY COMPANY (LLC)
CERTIFICATE OF FORMATION

PURPOSE: In order to form a limited liability company (LLC) under Section 10A-5A-2.01 of the Code of Alabama 1975 this Certificate Of Formation and the appropriate filing fees must be filed with the Office of the Judge of Probate in the county where the entity's initial registered office is located. The information required in this form is required by Title 10A.

INSTRUCTIONS: Mail one (1) signed original and two (2) copies of this completed form and the appropriate filing fees to the Office of the Judge of Probate in the county where the limited liability company's (LLC) registered office is/will be located. Contact the Judge of Probate's Office to determine the county filing fees. Make a separate check or money order payable to the Secretary of State for the state filing fee of \$100.00 for standard filing (based on date of receipt and volume) or \$200.00 for expedited service (processed within twenty four (24) hours after date of receipt from the County Probate Office) and the Judge of Probate's Office will transmit the fee along with a certified copy of the Certificate to the Office of the Secretary of State within 10 days after the Certificate is filed. Your notification of filing was provided by the Probate Judge's Office via a stamped copy which is evidence of existence (if it is certified by the Probate Office) according to 10A-1-4.04(c) and the Secretary of State's Office does not send out a copy. You may pay the Secretary of State fees by credit card if the county you are filing in will accept that method of payment. Your entity will not be indexed if the credit card does not authorize and will be removed from the index if the check is dishonored (\$30.00 fee).

(For County Probate Office Use Only)

The information completing this form must be typed (for your convenience the information is fill-able on this computer form on the website above).

1. The name of the limited liability company (must contain the words "Limited Liability Company" or the abbreviation "L.L.C." or "LLC," and comply with Code of Alabama, Title 10A-1-5.06. You may use Professional or Series before Limited Liability Company if they apply or you may use those abbreviations):
MAGIC CITY ACCEPTANCE ACADEMY, LLC
2. A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached and the name reserved must agree with item 1 above [proves name reservation under 10A-1-4.02(f)].

This form was prepared by: (type name and full address)

A. Patrick Dungan, Esq.
Adams and Reese LLP
11 N Water St, Ste 23200
Mobile, AL 36602

(For SOS Office Use Only)

DOMESTIC LIMITED LIABILITY COMPANY (LLC) CERTIFICATE OF FORMATION

3. The name of the Registered Agent located at the Registered Office (only one agent):

Birmingham AIDS Outreach, Inc.

Street (No PO Boxes) address of Registered Office (must be located in Alabama):

205 32nd Street South, Birmingham, AL 35233

Mailing address in Alabama of Registered Office (if different from street address):

4. The undersigned certify that there is at least one member of the limited liability company.

5. Check only if the type applies to the Limited Liability Company being formed:

Series LLC complying with Title 10A, Chapter 5A, Article 11

Professional LLC complying with Title 10A, Chapter 5A, Article 8

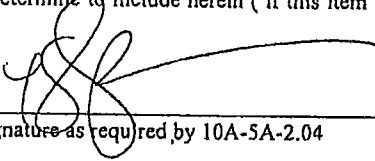
Non-Profit LLC complying with 10A-5A-1.04(c)

6. The filing of the limited liability company is effective immediately on the date filed by the Judge of Probate or at the delayed filing date (cannot be prior to the filing date) specified in this filing. 10A-1-4.12

The undersigned specify / / as the effective date (must be on or after the date filed in the office of the county Judge of Probate, but no later than the 90th day after the date this instrument was signed) and the time of filing to be : AM or PM. (cannot be noon or midnight - 12:00)

Attached are any other matters the members determine to include herein (if this item is checked there must be attachments with the filing).

11 / 08 / 2019
Date (MM/DD/YYYY)


Signature as required by 10A-5A-2.04

Karen Musgrove
Typed Name of Above Signature

Organizer
Typed Title (Organizer or Attorney-in-fact)

Additional Organizers/Attorney-in-facts may sign (add additional sheets if necessary).

John H. Merrill
Secretary of State

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

STATE OF ALABAMA

I, John H. Merrill, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that

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

MAGIC CITY ACCEPTANCE ACADEMY, LLC

This name reservation is for the exclusive use of Adams and Reese LLP, 11 North
Water Street, Suite 23200, Mobile, AL 36602 for a period of one year beginning
November 07, 2019 and expiring November 07, 2020



RES861053

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

November 07, 2019

Date

J. H. Merrill

John H. Merrill

Secretary of State

MAGIC CITY ACCEPTANCE
ACADEMY

Michael Wilson, PhD, Principal

205 32nd Street South, Birmingham, Alabama 35233

June 14, 2020

To Whom It May Concern:

The signature below of the Head of School for the Magic City Acceptance Academy and Board Director, Executive Director of Birmingham AIDS Outreach signify that we have read and will abide by all federal and state laws and regulations related to fair and equitable practices in the hiring, employment and dismissal of staff. This includes the Educator Certification Section described below.

Include a statement acknowledging the school's understanding of the ALSDE, Educator Certification Section, criminal history background check process and, if approved, the school's plan to comply with this process. Information can be found at www.alsde.edu/EdCert (Background Clearance).



Karen Musgrove, Executive Director, Birmingham AIDS Outreach, Board Chair



Michael Wilson, Head of School

Attachment 3: Governing Board Roster and Disclosures

Governing Board Roster						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
Chair	Karen Musgrove	4917 6 th Ave S Birmingham , 35222	205322-4197	karen@birminghamaidoutreach.org	2020	2023
Vice Chair	Ezra Shine	59		ezrashine@gmail.com	2020	2023
Secretary	Dr. Larry Contri	2727 Highland Ave S. #310 Birmingham 35205	2053284880	Larry45@gmail.com	2020	2023
Member	Dr. Tommy Bice	4233 Cliff Rd Birmingham 35222	2562340123	tbice@mgoodrichfoundation.org	2020	2023
Member	Dr. Jennifer Sumner	1328 16 th Ave. S Birmingham 35205	205-246-3835	Jennaleigh4@gmail.com	2020	2023
Member	Tandy Hayes	5979 Crestwood Cr. Birmingham 35212	205-542-7698	tandyhayes@gmail.com	2020	2023
Member	Luis Fernandez	4847 Fulmar Dr. Irondale Al. 35210	2055722154	Kocolo@fugeesfamily.org	2020	2023

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Public Charter School
Governing Board Member Disclosure Form

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

Background

1. Provide your full legal name: TANDY DEXTER HAYES
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.

N/A

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

I/we do not know of any such persons.

Yes

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

I/we do not anticipate conducting any such business.

Yes, potentially. Spouse is a local physician and he may see patients who are also contractors with the school or are conducting business with the School. Due to FERPA laws, he cannot disclose those individuals to anyone and therefore we would not know if any patient is also a contractor with the School.

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

None

Yes. If yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

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

I/we do not know of any such persons.

Yes

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

I/we have no such interest.

Yes

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

I/we do not anticipate conducting any such business.

Yes

Other

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

I, Tandy D. Hayes 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 Lead Academy is true and correct in every respect.

Tandy D. Hayes

Signature

7/6/2020

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.

Public Charter School
Governing Board Member Disclosure Form

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

Background

1. Provide your full legal name: Ezra Edgar Shine
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.

X- 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.

X- 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.

X- Does not apply to me.

Yes

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

None

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.

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

Yes

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

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

Yes, potentially. Spouse is a local physician and he may see patients who are also contractors with the school or are conducting business with the School. Due to FERPA laws, he cannot disclose those individuals to anyone and therefore we would not know if any patient is also a contractor with the School.

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.]

X- 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.

X- 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.

X- 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.

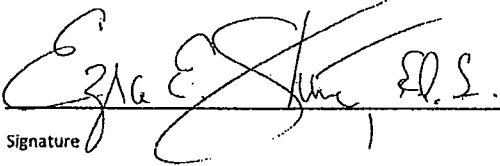
X- I/we do not anticipate conducting any such business.

Yes

Other

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

I, Ezra E. Shine, 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 Lead Academy is true and correct in every respect.


Signature

7-7-2020

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.

Public Charter School
Governing Board Member Disclosure Form

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

Background

1. Provide your full legal name: Thomas R. Bice

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.

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

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

Does not apply to me.

Yes (Explain) _____

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

Does not apply to me.

Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

I/we do not know of any such persons.

Yes

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

I/we do not anticipate conducting any such business.

Yes, potentially. Spouse is a local physician and he may see patients who are also contractors with the school or are conducting business with the School. Due to FERPA laws, he cannot disclose those individuals to anyone and therefore we would not know if any patient is also a contractor with the School.

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

None

Yes. If yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

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

I/we do not know of any such persons.

Yes

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

I/we have no such interest.

Yes

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

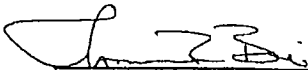
I/we do not anticipate conducting any such business.

Yes

Other

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

I, Thomas P. Rice, 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 Lead Academy is true and correct in every respect.



Signature

7/6/2020

Date

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

Attachment 4: Educational Program Terms and Design Elements

School Name:	<i>Magic City Acceptance Academy</i>
Mission:	The Magic City Acceptance Academy (MCAA) facilitates a community in which <u>all</u> learners are empowered to embrace education, achieve individual success, and take ownership of their future in a safe, LGBTQ-affirming learning environment.
Vision:	MCAA will motivate and prepare students, coming from a variety of settings, in grades 6-12 to engage students who have dropped out or are otherwise not thriving in traditional schools--specifically, students who have experienced trauma in their lives and are in need of a more supportive environment academically, socially, and emotionally. Mentors and teachers will be incorporated throughout the diverse MCAA curriculum to empower students in directing their own education. MCAA will provide a safe learning environment that emphasizes a culture of collaboration through social and emotional learning with a system of social and emotional justice.
Objectives:	<p>To further define our vision, we have adopted the MCAA Profile of a Graduate, which is a description of the skills and dispositions our students will have when they graduate. As shown in our Profile of a Graduate, each MCAA student will be--</p> <ol style="list-style-type: none"> 1. Motivated - Students will be intellectually curious, lifelong learners. They will have a solid understanding of their college and career interests and will have a passion to pursue those interests. They will have a desire to serve their communities fueled by empathy, respect, and humility. 2. Compassionate - Students will be self-confident and self-reliant. They will have strong critical thinking, problem-solving, and communicating skills. They will be well-educated, will value diversity, and will be aware of societal needs. They will be resilient and able to work collaboratively across differences. 3. Affirming - Students will be kind and caring to others while considering multiple perspectives. Students will have multi-cultural awareness and an understanding of current and historical issues facing different communities of people. They will be compassionate, showing concern for others and a willingness to help when needed.

	4. Ambitious - They will zealously further their education and pursue their dreams. They will exhibit leadership and value collaboration. They will create meaningful relationships and build community.
Goals:	We believe that through this vision we can embed the following core values in our school culture: <ul style="list-style-type: none"> • Leadership • Integrity • Freedom • Enlightenment • Empowerment • Efficacy • Affirmation
Education Program Term #1:	<ul style="list-style-type: none"> • High-quality, Aligned Curriculum that allows for culturally-responsive adaptations;
Education Program Term #2:	Project-Based Learning embedded in each content area and learning unit;
Education Program Term #3:	<ul style="list-style-type: none"> • Blended Learning, driven by excellent teachers and a world-class online platform that allows students to learn at their own pace and allows teachers to upload curriculum and lessons plans, monitor progress in real time, and make data-based decisions;
Education Program Term #4:	Arts-Infused Community Projects emphasizing the a social/restorative justice theme
Education Program Term #5:	1:1 Mentoring wherein each student has an assigned adult mentor who helps set college and career goals, regularly monitors progress towards those goals on the online platform, gives real-time feedback on next steps, and serves as a personal ally; and
Geographic Area Served:	Jefferson County Alabama
Location:	75 Bagby Dr. Homewood Al. 35209
Grades Served 2017-2018:	6-12
Grades Served at Capacity:	6-12
Projected Enrollment 2016-2017:	250
Projected Enrollment at Capacity:	500
Educational Service Provider:	<i>[If applicable, identify the contracted third-party educational service provider, whether for profit or not for profit, and provide a copy of the service agreement for Commission review; if not applicable, then mark "N/A"]</i>

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



Purpose: The Advisory Board will be a non-voting, active group of Birmingham AIDS Outreach. Any individual indicating an interest in the work of BAO may become a member of the BAO Advisory Board (AB). Advisory Board members are voted on by a majority vote by the regular BAO Board of Directors following the recommendations of the Nominating and/or Executive Committees and/or Executive Director. AB members may attend meetings of the regular Board of Directors but will not be able to vote. Advisory Board members may also serve on standing or special committees. AB members will serve a two-year term. Terms run January-December. The number of terms served is not limited. The AB can meet quarterly during the year.

2.04 Delegation of Authority

The Executive Director has the responsibility for administering and communicating written personnel policies made by the Board of Directors.

2.05 Conflict of Interest/Code of Ethics

BAO Board Members shall follow the guidelines regarding conflict of interest and code of ethics described below and shall sign acknowledgement of these guidelines (Attachment A). The Executive Director maintains these records.

Guidelines: No board member, or any member of his/her family should accept gift, entertainment, service, loan or promise of future benefits from any person who either personally or whose employees might benefit or appear to benefit from such board connection with Birmingham AIDS Outreach, unless the facts of such benefit, gift, service, or loan are disclosed in good faith and are authorized by the board. Board members should work out for themselves the most gracious method of declining gifts, entertainment, and benefits that do not meet this standard.

No board or committee members should perform, for any personal gain, services to any Birmingham AIDS Outreach supplier of goods or services, as employee, consultant, or in any other capacity which promises compensation of any kind, unless the fact of such transaction or contracts are disclosed in good faith, and the board or committee authorizes such a transaction. Similar association by a family member of the board or committee member or by any other close relative may be inappropriate.

No board or committee member or any member of his/her family should have any beneficial interest in, or substantial obligation to any Birmingham AIDS Outreach supplier of goods or services or any other organization that is engaged in doing business with or serving Birmingham AIDS Outreach unless it has been determined by the board, on the basis of full disclosure of facts, that such interest does not give rise to a conflict of interest.

This policy statement is not intended to apply to gifts and/or similar entertainment of nominal value that clearly are in keeping with good business ethics and do not obligate the recipient.

Any matter of question or interpretation that arises relating to this policy should be referred to the president for decision and/or for referral to the board of directors for decision, where appropriate.

As a member of the board team, I will: Listen carefully to my teammates. Respect the opinion of my fellow board members. Respect and support the majority decisions of the board. Recognize that all



authority is vested in the full board only when it meets in legal session. Keep well informed of developments relevant to issues that may come before the board. Participate actively in board meetings and actions. Bring to the attention of the board any issues that I believe will have an adverse effect on the organization or those we serve. Attempt to interpret the needs of those we serve to the organization and interpret the actions of the organization to those we serve. Refer complaints to the proper level in the chain of command. Recognize that my job is to ensure that the organization is well managed, not to manage the organization. Represent all those whom this organization serves and not a particular geographic area or interest group. Consider myself a "trustee" of the organization and do my best to ensure that it is well maintained, financially secure, growing and always operating in the best interest of those we serve. Always work to learn how to do my job better. Declare conflicts of interest between my personal life and position on the board and abstain from voting when appropriate.

As a member of the board team, I will not: Criticize fellow board members or their opinions in or out of the boardroom. Use the organization for my personal advantage or that of my friends or relatives. Discuss the confidential proceedings of the board outside the boardroom. Promise how I will vote on any issue before a meeting. Interfere with the duties of the chief staff executive or undermine his/her authority with staff members.

3.0 HUMAN RESOURCE AND PERSONNEL ITEMS

3.01 Equal Opportunity Employment

BAO is an Equal Opportunity Employer. We will follow both the letter and spirit of the laws governing our organization. Our commitment to providing Equal Opportunity to all is a primary consideration in the success of our organization. Through fair and equal treatment of all people, BAO will continue to respect and protect the interests of our employees, our clients, and our community. It is our goal to maintain a culturally diverse work force that properly reflects the diversity of the clients and communities we serve. It is the policy of BAO to seek and employ the best-qualified personnel in all its job classifications and to provide Equal Opportunity for employment and advancement of employees. It is the policy of BAO to administer all employment and personnel actions without regard to culture, race, creed, age, disability or handicap, ethnicity, gender, gender expression, gender identity, sexual orientation, and socioeconomic status.

3.02 Harassment

The Agency is committed to maintaining a work environment that is free of discrimination and conduct that may be considered harassing, coercive or disruptive. There will be zero tolerance of harassment of Employees by anyone, including any manager, co-worker, vendor, or client. Harassment consists of, but not limited to, unwelcome conduct, whether verbal, physical or visual, that is based upon a person's status, such as culture, race, creed, age, disability or handicap, ethnicity, gender, gender expression, gender identity, sexual orientation, and socioeconomic status. It also includes unwelcome conduct that is not based on any of these expressly protected characteristics. For example, using threatening or abusive language toward fellow Employees is a violation, as is intimidating, harassing, coercing or threatening Employees or their families. The Agency will not tolerate harassing conduct that interferes

BAO Policies and Procedures, 3.0 HUMAN RESOURCE AND PERSONNEL ITEMS

Page 5 of 35

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

Brick and concrete 3 story building

Site Plans

Floor Plans

Lease Agreement

Certificate of Use and Occupancy

**Magic City Acceptance Academy
Physical Plant Description**

1. The address and a description of the site and physical plant (the "Site") of Magic City Acceptance Academy (the "School") is as follows:

Address: 75 Bagby Drive, Homewood Al. 35209

Description: 3 story brick and concrete building built in the 1970's

Configuration of Grade Levels: 6-12

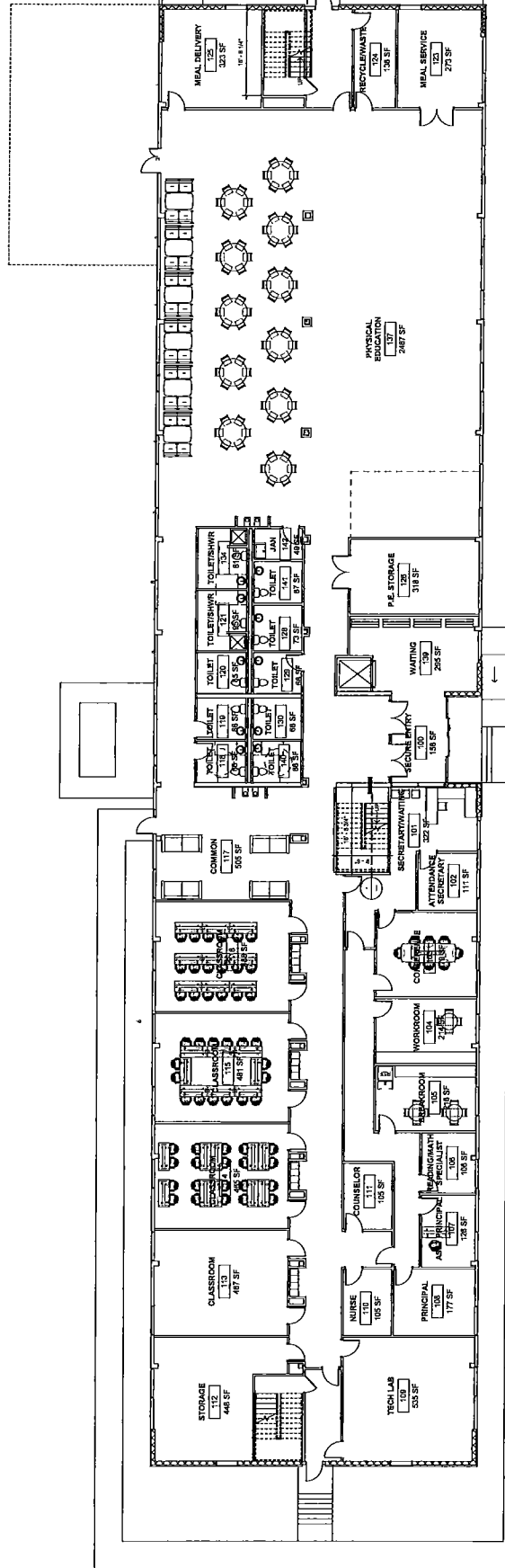
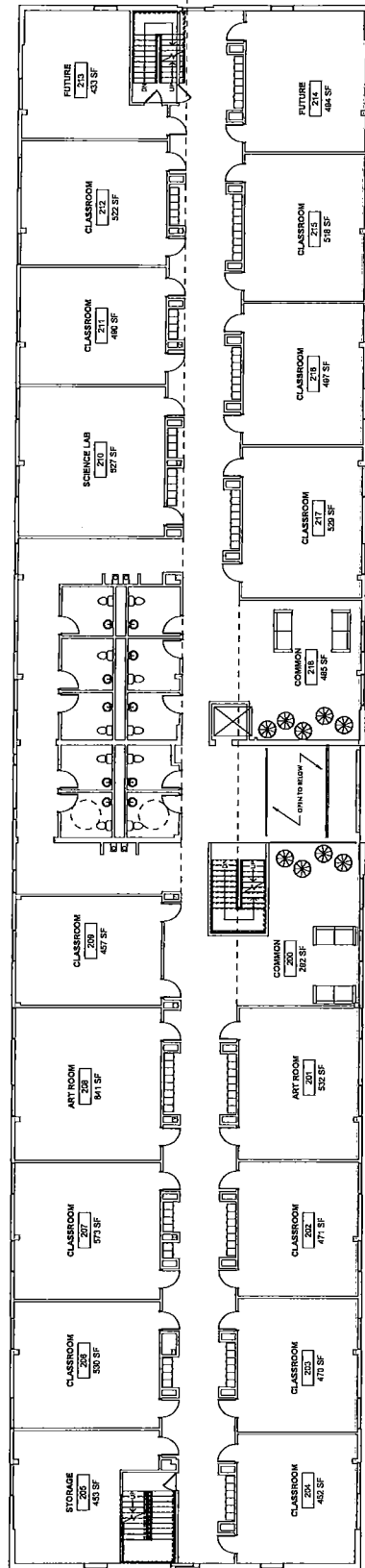
Term of Use: Term of Contract

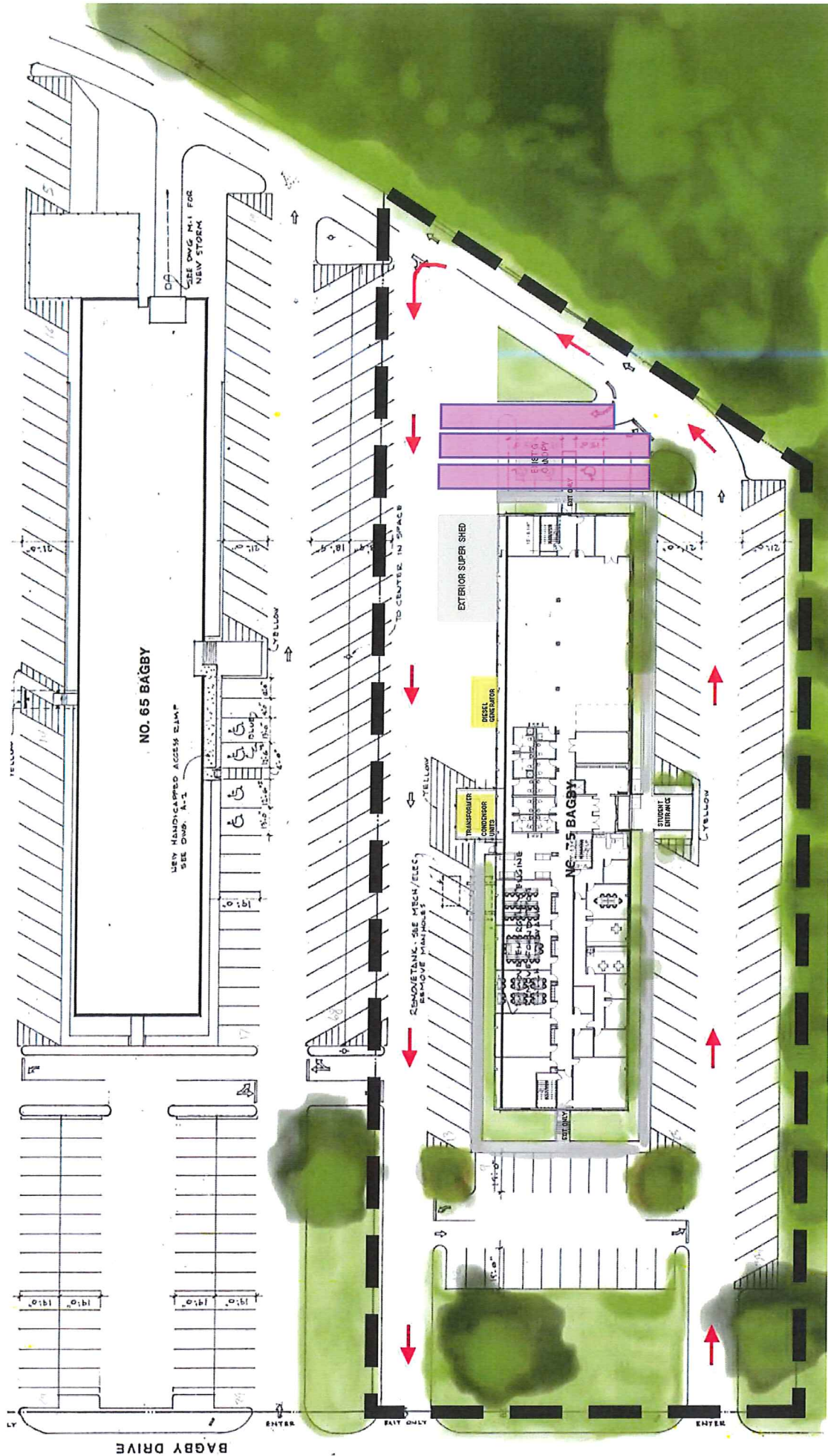
2. The following information about this site is provided on the following pages, or must be provided to the satisfaction of the Commission or its designee, before the School may operate as a public school in Alabama.
 - a. Narrative description of physical plant
 - b. Size of building
 - c. Scaled floor 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.



MCAA
HOMWOOD, ALABAMA

JOB NUMBER:	19114
DATE:	8/2/2020
PRINTED REVISION:	2
DESCRIPTION:	DISC.
SHEET TITLE:	FLOOR PLAN - LEVEL 1
PROJECT NUMBER:	A101





BAGBY DRIVE

NO. 65 BAGBY

EXTERIOR SUPER SHED

TRANSFORMER

CONDENSATE TANK - SEE MECH/ELEC

REMOVE FROM HOUSES

ENERGY ENTRANCE

NO. 65 BAGBY

LETY HANDICAPPED ACCESS ELEVATOR
SEE DWG. M-1

SEE DWG. M-1 FOR
NEW STOREM

TO CENTER IN SPACE

CONDENSATE TANK - SEE MECH/ELEC

REMOVE FROM HOUSES

TRANSFORMER

CONDENSATE TANK - SEE MECH/ELEC

REMOVE FROM HOUSES

ENERGY ENTRANCE

NO. 65 BAGBY

EXECUTIVE SUMMARY

Three story building with open areas with some private offices. Building does have a generator. Each floor has approximately 17,000 square feet. Very convenient to I-65 interchange. Close to restaurants, shopping, and medical facilities.

PROPERTY FACTS

Sale Type

Sale Condition

Property Type

Building Size

Building Class

Owner User

High Vacancy Property

Office

51,000 SF

C

Year Built

Price

Price Per SF

Percent Leased

Tenancy

1971

\$1,250,000

\$25

Vacant

Multiple

Building Height

Typical Floor Size

Slab To Slab

Building FAR

Land Acres

3 Stories

17,000 SF

12'7"

0.50

2.34 AC

Zoning

Parking

Opportunity Zone

L1

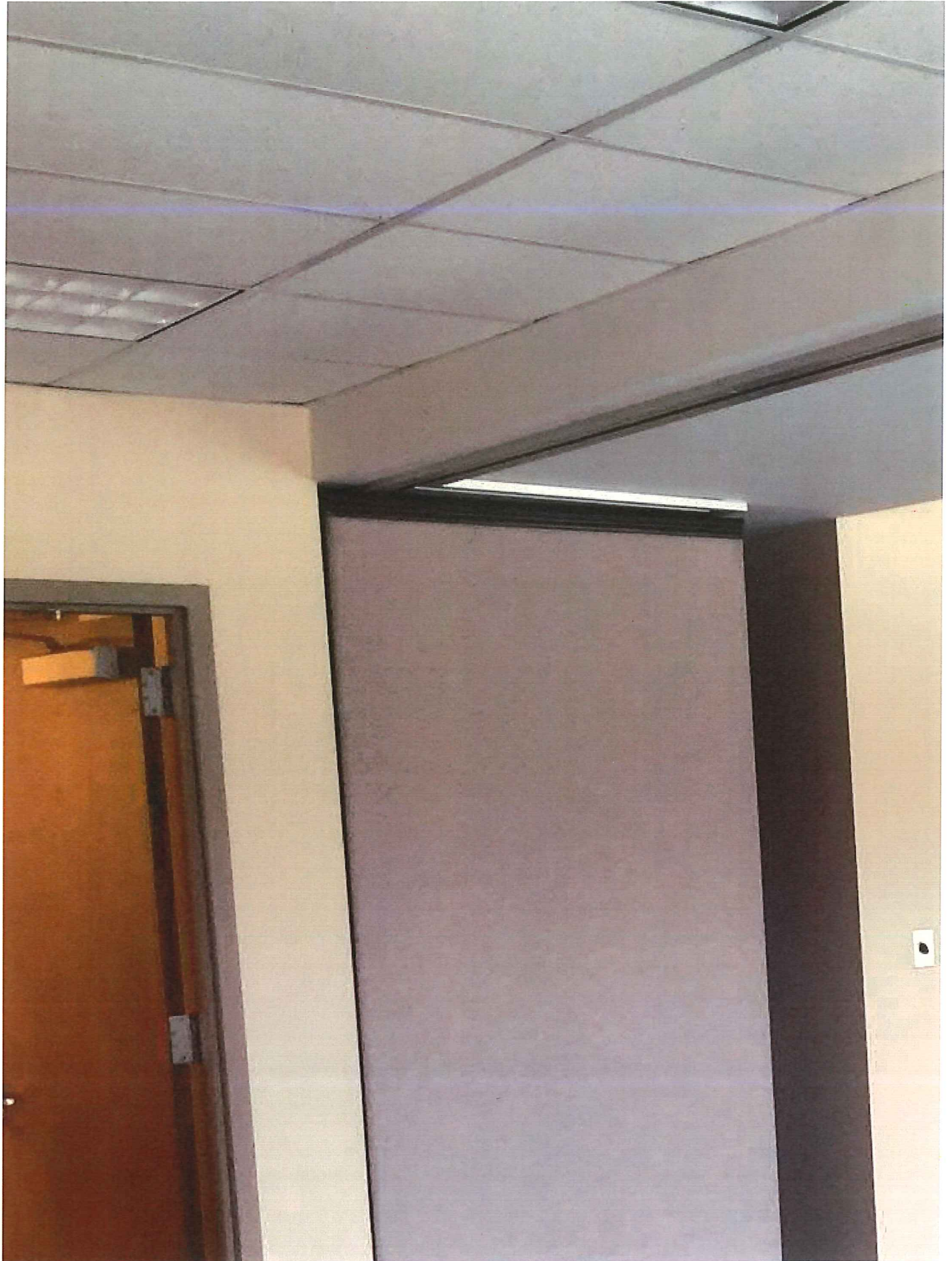
147 Spaces (2.26 Spaces per 1,000 SF Leased)

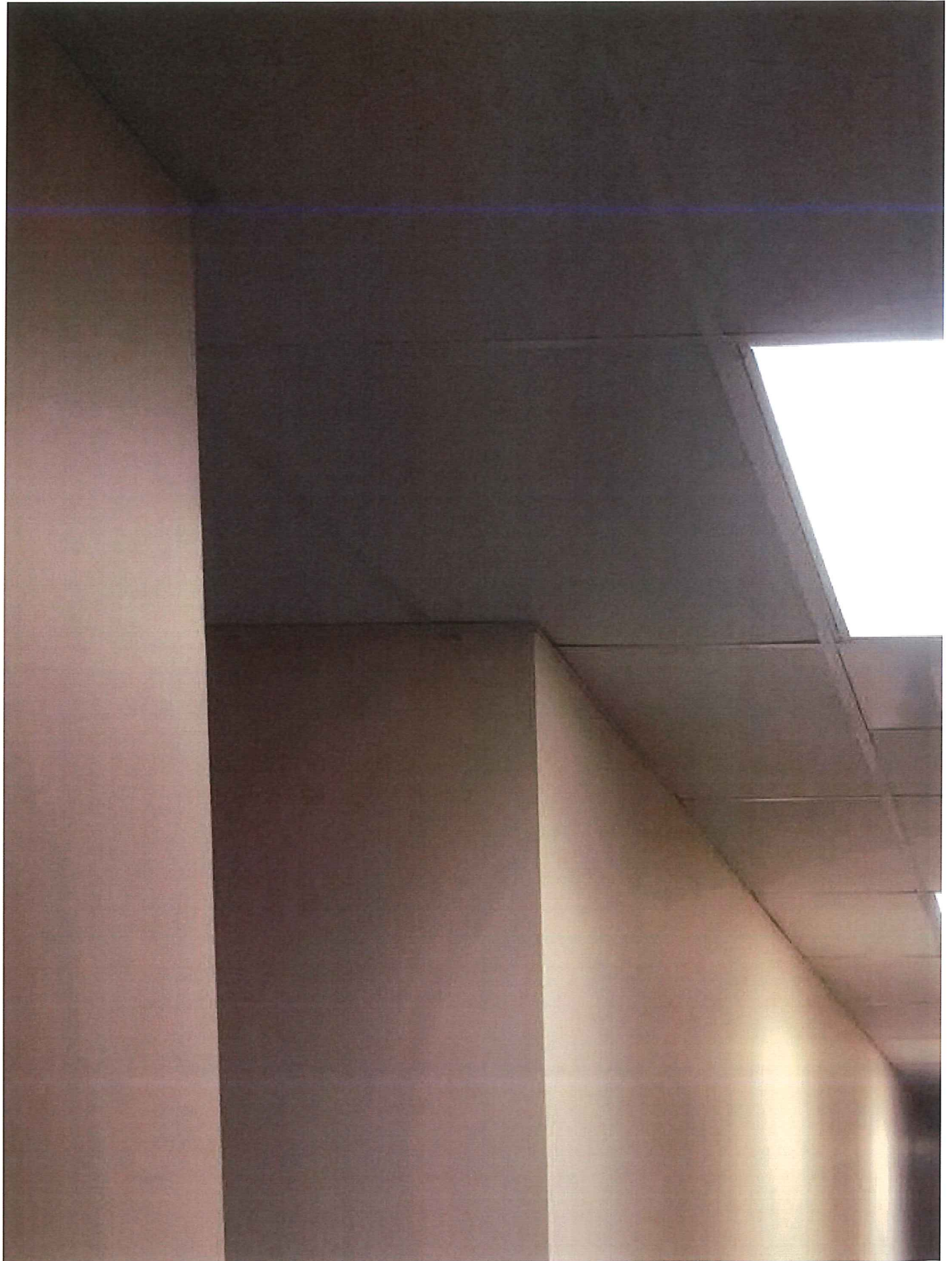
No

SPACE AVAILABILITY

- SPACE
- SIZE
- SPACE USE
- CONDITION
- AVAILABLE

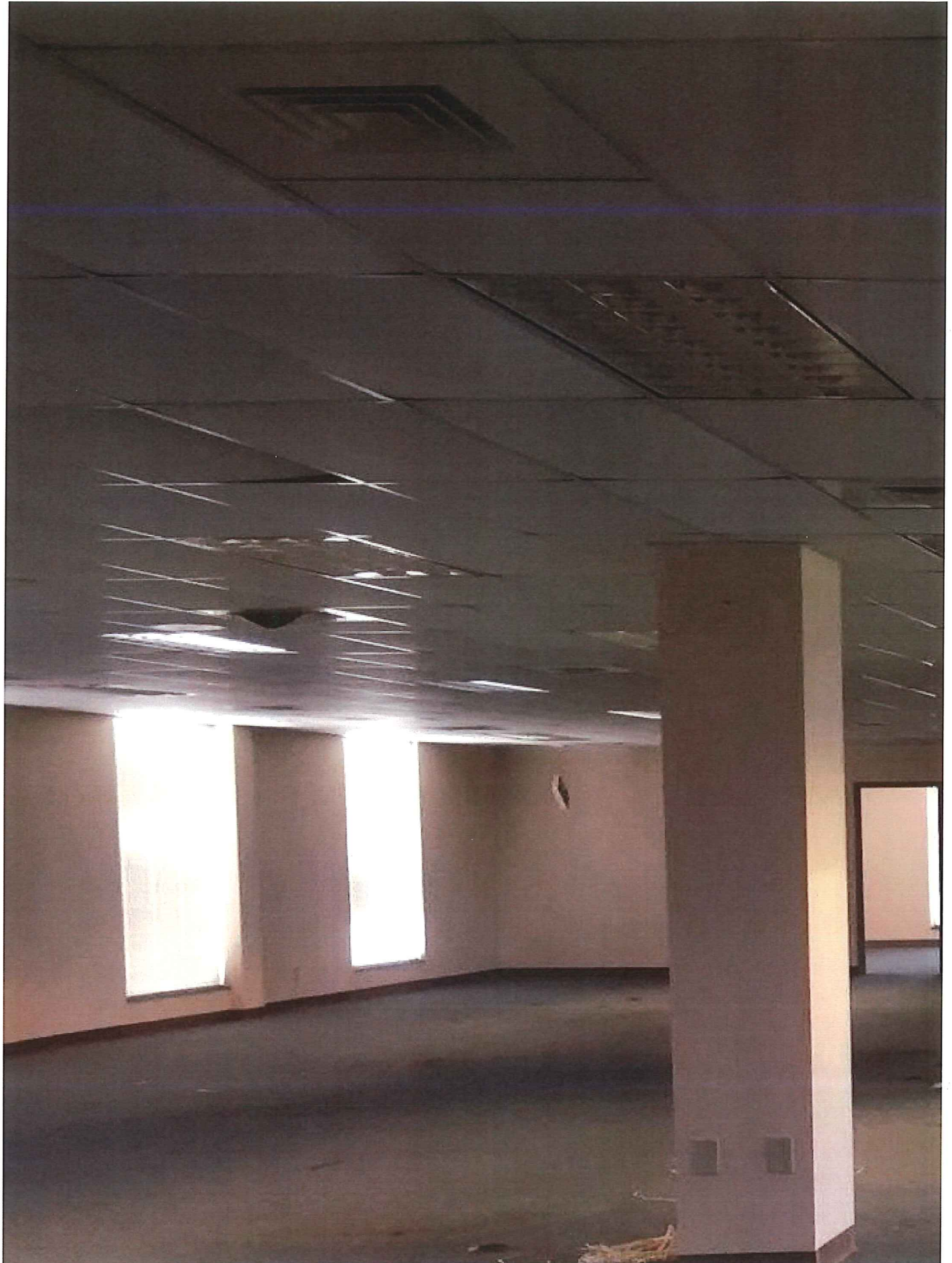
- 1st Floor
- 17,000 SF
- Office
- Partial Build-Out
- Now





- 2nd Floor
- 17,000 SF
- Office
- Partial Build-Out
- Now





- 3rd Floor
- 17,000 SF
- Office
- Partial Build-Out

Now



June 15, 2020

Karen Musgrove

Magic City Acceptance Academy, 205 32nd Street South, Birmingham, AL 35233

On behalf of Farris Properties please accept this MOU for the intent of setting certain terms and conditions that would offer in a lease agreement for an existing building for the Magic City Acceptance Academy.

Tenant: Birmingham AIDS Outreach, Inc.

Tenant use: Magic City Acceptance Academy

Premises: Approximately 25,000 total rentable square feet

Lease Commencement: TBD but assumed to be June 2021

Leave Term: 120 months

Initial base rent: TBD

Annual Escalation: 2.5%

Renewal Options and Rent: Tenant, by notice to landlord given no later than 180 days prior to the expiration for the initial term shall have the right to extend the term for all the premises for 2 option periods of five years each. The option period shall be upon all of the terms and conditions of the lease in effect during the primary term, except for base rent, which shall remain flat for year 1 of the option term and then increase upon the same schedule as the proceeding term.

Tenant Improvements: Landlord shall contribute TBD toward improvements to the premise. In the event tenant wishes to make improvements to premise that exceed the landlord improvement allowance then the amount that exceeds TBD shall be amortized over 60 months and paid to the landlord as additional rent.

This MOU is for discussion purposes only and is not intended to be binding and no commitment is made by either party here to until such time the mutually agreed upon lease agreement has been fully executed by both parties.

Thank you for your consideration feel free to contact me at 205.586.5134.

A handwritten signature in black ink, appearing to read "John F. Chapman".

John F. Chapman
FARRIS Properties
As Manager for 3131 4th Avenue, LLC

Memorandum of Understanding

Birmingham AIDS Outreach (BAO)
Magic City Acceptance Academy (MCAA)

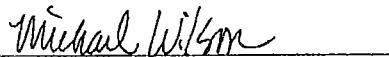
and

Scott Burnett, AIA, LEED AP

Vice President

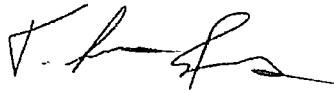
CCR ARCHITECTURE & INTERIORS

Birmingham AIDS Outreach will contract with Scott Burnett of CCR Architecture & Interiors to design the Magic City Acceptance Academy. Scott will design the charter school to comply with applicable state, local, federal and authorizer health and safety requirements. In addition, Scott will be prepared to follow applicable city planning review procedures.



Dr. Mike Wilson, Principal

Magic City Acceptance Academy



Scott Burnett, AIA, LEED AP

Vice President

CCR ARCHITECTURE & INTERIORS

**Magic City Acceptance Academy
Physical Plant Description**

1. The address and a description of the site and physical plant (the "Site") of Magic City Acceptance Academy (the "School") is as follows:

Address: 75 Bagby Drive, Homewood Al. 35209

Description: 3 story brick and concrete building built in the 1970's

Configuration of Grade Levels: 6-12

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: Michael V Wilson 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 without the Alabama Public Charter's School approval of the entity and evidence of adherence to Alabama's bid law.
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 or termination actions imposed by the Commission.
37. The School shall report student enrollment in the same manner and based on the same definitions of enrolled students and annual average full-time equivalent enrollment as other public schools.
38. The School shall comply with applicable reporting requirements to receive state or federal funding that is allocated based on student characteristics.
39. The School shall, at all times, maintain all necessary and appropriate insurance coverage.
40. The School shall indemnify and hold harmless the Commission and its officers, directors, agents, and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the School or its operation.
41. The School's governing body has adopted a resolution or motion that authorizes the submission of the School's Charter School Application, including all understandings and assurances contained herein, directing and authorizing the School's designated representative to act in connection with the application and to provide such additional information as may be required by the Commission.

42. The School understands that the Commission will not reimburse the School for any costs incurred in the preparation of this application. All applications and associated materials become the property of the Commission, and the School claims no proprietary right to the ideas, writings, items, or samples, unless so stated in the application.
43. The School agrees that submission of the application constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, the School has described those exceptions in detail on a page attached to this document. The School understands that the Commission is not bound by any of the changes that the School has proposed to the sample contract and that if its application is approved the specific terms and provisions of the contract will be negotiated.
44. The School grants the Commission, or its representatives, the right to contact references and others who may have pertinent information regarding the ability of the School, its Governing Board members, proposed management, and lead staff to perform the services contemplated by the application.
45. The School grants the Commission, or its representatives, the right to conduct criminal background checks as part of the evaluation process. Signed consent forms from each of the impacted individuals are attached.
46. The School shall propose a performance framework for approval by the Alabama Public Charter School Commission annually with the first proposal due within 6 months of application approval.
47. The school shall meet the following benchmarks with evidence in the APCSC online platform prior to approval to open:
 - Final school calendar and sample daily schedule
 - Plan for using internal and external assessments
 - Discipline policies, including those for special education students
 - Organizational chart
 - Staff background checks
 - Employment policies
 - Performance Evaluation
 - Final Governing Board with roster, resumes, and conflict of interest disclosure
 - Final Governing Board Bylaws
 - Meal Delivery (CNP)
 - Financial Capacity
 - Certificate of Occupancy
 - Department of Health Requirements
 - Special Education Policies and Procedures
 - Employee Handbook including grievance policy
 - Student Handbook
 - 80% enrollment
 - School Safety Plan
 - Policy for student records
 - Adequate staff configuration with applicable qualification

- Child abuse training for all staff
- Federal Program Training
- Evidence of Insurance

48. 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.

Magic City Acceptance Academy
NAME OF APPLICANT

Michael V Wilson
SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

6/2/2020
DATE

Michael V Wilson
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

Alabama Public Charter School Commission Comprehensive Performance Framework

Introduction

The Alabama Public Charter School Commission wishes to express credit and appreciation to the Washington State Charter School Commission (Commission) and NACSA, in partnership with Clifton Larson Allen (CLA), in the development of the Core Performance Framework. The Core Performance Framework is based on best practices in charter school authorizing.

Why a Comprehensive Performance Framework?

Charter school authorizers are responsible for maintaining high standards for school performance, upholding school autonomy, and protecting student and public interests. Using a performance contract as both a guide and a tool, a quality authorizer maintains high standards and manages charter school performance—not by dictating inputs or controlling processes—but by setting expectations and holding schools accountable for results. A quality authorizer engages in responsible and effective performance management by ensuring that schools have the autonomy to which they are entitled and the public accountability for which they are responsible.

Charter school authorizing begins with a bargain for performance. Authorizers agree to entrust a charter school's governing board with public dollars and public school students and to give it broad autonomy over how it achieves agreed-upon goals. In return, the school's board commits to achieving specified results, managing public funds responsibly, complying with its legal obligations, and providing a quality education to the students in its care.

In order for this bargain of autonomy in exchange for accountability to work, it is essential that authorizers establish, maintain, and enforce high performance standards for all schools in their portfolios. This includes not only holding schools accountable for the academic performance of all of their students, which should always be the primary measure of quality, but also holding schools accountable for financial and organizational performance. The critical first step in effective performance management is to set and communicate clear and rigorous expectations for performance. Schools need clearly defined standards so that they know what is expected of them, and authorizers need them to manage performance effectively by holding schools accountable for outcomes without attempting to control inputs.

In each of these three areas, the frameworks ask a fundamental question.

Academic Performance: Is the educational program a success?

Financial Performance: Is the school financially viable?

Organizational Performance: Is the organization effective and well run?

Framework Structure

Each of the three frameworks relates to a distinct area of performance, but all are intended to be used together as a single evaluation tool. As discussed in the Introduction, authorizers are charged with holding schools accountable for academic performance first and foremost, but also for financial and organizational performance. Monitoring and evaluation of all three of these areas are essential to effective charter school performance management. When joined together, the Academic, Financial, and Organizational Performance Frameworks form a single, comprehensive school Performance Framework.

Each framework also includes a common set of essential components. Each includes indicators, measures, metrics, targets, and ratings.

Indicators: An indicator is a general category of performance such as student achievement, long-term financial sustainability, or governance and reporting.

Measures: Measures are general means to evaluate an aspect of an indicator such as student proficiency on state-mandated tests, debt-to-asset ratio, or governance reporting compliance.

Metrics: Metrics are means of evaluating a measure such as the percentage of students that achieve proficiency on the state's reading exam, current debt-to-asset ratio, or publication of board meetings.

Targets: Targets are goals that signify whether a particular measure has been met, such as 70 percent proficiency on state tests, a debt-to-asset ratio of at least 1:1, and 100 percent publication of all board meetings.

Ratings: A rating is a label given to categorize a particular level of performance such as "Exceeds Standard," "Meets Standard," "Does Not Meet Standard," or "Falls Far Below Standard."

Core Academic Performance Framework

Overview

The Alabama Public Charter School Commission is charged with holding charter schools accountable for high standards of academic performance. This portion of the framework focuses purposefully on quantitative academic outcomes as a basis for analysis to be used in high-stakes decisions. Qualitative measures, most often inputs like observations of classroom instruction, may provide context for the outcomes that authorizers analyze; however, inputs do not measure the academic performance of the students in the school and so are not included in the Academic Performance Framework. Data used for the ratings will be provided by the ALSDE and is available at <https://www.alsde.edu/dept/erc/Pages/ercotherdata-all.aspx>.

Framework Structure

The Academic Performance Framework is organized by indicators, measures, metrics, and targets.

Component	Definition	Example
Indicators	General categories of academic performance	Student Achievement
Measures	General means to evaluate an aspect of an indicator	Proficiency on state assessments
Metrics	Method of quantifying a measure	Percentage of students achieving proficiency on specific exams
Targets	Thresholds that signify success in meeting the standard for a specific measure	80 percent of students achieve proficiency on state assessment
Ratings	Assignment of charter school performance into one of four rating categories, based on how the school performs against the framework targets	If school meets the target proficiency rate of 80 percent, the rating category is "Meets Standard"

Indicators

The framework includes five indicators designed to evaluate the school's overall academic performance.

1. State and Federal Accountability

The framework includes reference to the Alabama accountability measures and targets, as well as any federal accountability measures that may apply. The Alabama Public Charter School Commission (APCSC) as an authorizer adopts the state system of accountability, with additional, or supplementary measures.

2. Student Progress Over Time (Growth)

Growth models measure how much students learn and improve over the course of a school year. The inclusion of growth measures in the framework acknowledges that relying solely on a snapshot of student proficiency misses progress that schools may be making over time in bringing students up to grade level, a task that may take more than a single year. Students who enter school behind their peers and students who are not meeting state standards need to

make more than a year's worth of growth each year to "catch up." Equally important, students who are already at grade level, or proficient, should continue to make sufficient growth to meet and exceed proficiency standards. The framework considers aggregate growth for each charter school as well as progress of significant subgroups within the school.

3. Student Achievement (Status)

The student achievement indicator focuses on the percentage of students meeting standards for proficiency on state assessments. Charter schools should ultimately be accountable for how well children are mastering fundamental skills and content such as literacy and mathematics. The framework includes an analysis of overall and subgroup proficiency rates in charter schools and compares these rates to the overall state rates and rates of schools that students might otherwise attend, as well as schools serving demographically similar populations.

4. Post-Secondary Readiness (for High Schools)

This indicator examines how well a school's students are prepared for college or employment after graduation.

5. Mission-Specific Academic Goals

The framework allows for the inclusion of school-specific measures of academic outcomes that are agreed upon by individual schools and authorizers. These measures should be applied only if the goals are valid, reliable, measurable, and quantifiable and are not otherwise captured in the Performance Framework.

Measures

For each of the indicators, the framework provides a number of measures to evaluate schools. The combination of measures, taken on the whole, provides the authorizer with a "balanced scorecard" of each school's performance over time. The measures take the form of questions about the school's performance. For example:

- Is the school increasing subgroup performance over time?
- Are students achieving proficiency on state examinations in math and reading?
- Are high school graduates gaining admission to post-secondary institutions?

Metrics

Metrics are the methods of evaluating a measure. For example, to answer the question, "Does students' performance on the ACT and SAT reflect college readiness?" authorizers may calculate metrics such as,

- Percentage of students participating in the ACT or SAT
- Average SAT or ACT score in the school
- Percentage of students meeting a certain SAT or ACT score that represents college readiness

Targets and Rating Categories

For each of the measures, targets are set to rate the schools against the framework. The targets establish the levels of performance needed to place each school into the following rating categories:

Exceeds Standard:

Meeting the targets for this rating category implies that the charter school is exceeding expectations and showing exemplary performance. These schools are clearly on track for charter renewal and warrant consideration for the authorizer to encourage expansion or replication.

Meets Standard:

The targets for this rating category set the minimum expectations for charter school performance. Schools earning this rating are performing well and are on track for charter renewal.

Does Not Meet Standard:

Schools in this rating category have failed to meet minimum expectations for performance. At a minimum, they should be subject to closer monitoring, and their status for renewal is in question.

Falls Far Below Standard:

Schools that fall into this rating category are performing well below the authorizer's expectations and are frequently on par with the lowest-performing schools in the district and state. Schools that fall into this rating category exhibit performance that is so inadequate that they should be subject to non-renewal or revocation of their charters unless they can demonstrate substantial improvement prior to the end of their charter terms. The targets for this rating category should be set at a level that makes a clear case for unacceptable academic performance.

1. State and Federal Accountability System

Alabama's ESSA Committee developed the accountability system to evaluate and track the performance of all public school in the state. In order to align charter school accountability expectations with the state accountability system, the state's measures serve as the foundation of the Academic Performance Framework, supplemented by additional measures required by the Alabama School Choice and Opportunity Act. This is based on the current state accountability criteria and it may change if ALSDE and/or ESSA criteria changes.

* The following data is based on the actual weighted results from the A-F Report Card.

* Measure 1 Math Is the school meeting acceptable standards according to existing state grading or rating systems?
Exceeds Standard: <input type="checkbox"/> School received the highest grade or rating (A equivalent = 90-100) from the state's accountability system
Meets Standard: <input type="checkbox"/> School received a passing grade or rating (B or C equivalent = 70-89) according to the state accountability system
Does Not Meet Standard: <input type="checkbox"/> School received a low passing grade or rating (D equivalent = 60-69) according to the state accountability system
Falls Far Below Standard: <input type="checkbox"/> School identified for intervention or considered failing (F equivalent = below 60) by the state accountability system

* Measure 1 Reading Is the school meeting acceptable standards according to existing state grading or rating systems?
Exceeds Standard: <input type="checkbox"/> School received the highest grade or rating (A equivalent = 90-100) from the state's accountability system
Meets Standard: <input type="checkbox"/> School received a passing grade or rating (B or C equivalent = 70-89) according to the state accountability system
Does Not Meet Standard: <input type="checkbox"/> School received a low passing grade or rating (D equivalent = 60-69) according to the state accountability system
Falls Far Below Standard: <input type="checkbox"/> School identified for intervention or considered failing (F equivalent = below 60) by the state accountability system

2. Student Progress Over Time (Growth)

Growth measures assess the progress that individual students have made over time. The framework measures consider both criterion-referenced growth and norm-referenced growth for the school, as well as a focused view of growth of students in demographically significant subgroups. These subgroups include students with disabilities and English Language Learner (ELL) students. Growth is evaluated separately for reading, math, and any other tested subjects with growth data and the unweighted score is used.

Measure 2a Math Are students making sufficient annual academic growth to achieve proficiency (criterion-referenced growth)?
Exceeds Standard: <input type="checkbox"/> At least 75 percent increase in the annual academic achievement growth score
Meets Standard: <input type="checkbox"/> Between 50 and 75 percent increase in the annual academic achievement growth score
Does Not Meet Standard: <input type="checkbox"/> Between 25 and 50 percent increase in the annual academic achievement growth score
Falls Far Below Standard: <input type="checkbox"/> Fewer than 25 percent increase in the annual academic achievement growth score

Measure 2a Reading Are students making sufficient annual academic growth to achieve proficiency (criterion-referenced growth)?
Exceeds Standard: <input type="checkbox"/> At least 75 percent increase in the annual academic achievement growth score
Meets Standard: <input type="checkbox"/> Between 50 and 75 percent increase in the annual academic achievement growth score
Does Not Meet Standard: <input type="checkbox"/> Between 25 and 50 percent increase in the annual academic achievement growth score
Falls Far Below Standard: <input type="checkbox"/> Fewer than 25 percent increase in the annual academic achievement growth score

Subgroup Growth

Subgroup growth is evaluated separately for reading, math, and any other tested subjects with growth data and the unweighted score is used.

Measure 2b Math Is the school increasing subgroup academic performance over time?
Exceeds Standard: <input type="checkbox"/> At least 75 percent increase in the annual academic achievement in eligible subgroup growth score
Meets Standard: <input type="checkbox"/> Between 50 and 75 percent increase in the annual academic achievement in eligible subgroup growth score
Does Not Meet Standard: <input type="checkbox"/> Between 25 and 50 percent increase in the annual academic achievement in eligible subgroup growth score
Falls Far Below Standard: <input type="checkbox"/> Fewer than 25 percent increase in the annual academic achievement in eligible subgroup growth score

Measure 2b Reading Is the school increasing subgroup academic performance over time?
Exceeds Standard: <input type="checkbox"/> At least 75 percent increase in the annual academic achievement in eligible subgroup growth score
Meets Standard: <input type="checkbox"/> Between 50 and 75 percent increase in the annual academic achievement in eligible subgroup growth score
Does Not Meet Standard: <input type="checkbox"/> Between 25 and 50 percent increase in the annual academic achievement in eligible subgroup growth score
Falls Far Below Standard: <input type="checkbox"/> Fewer than 25 percent increase in the annual academic achievement in eligible subgroup growth score

3. Student Achievement (Status)

While it is important to balance an evaluation of both the level at which students are performing and how much growth students are making toward proficiency each year, ultimately charter schools must prove that they can bring students up to and beyond grade level. The Academic Performance Framework includes a number of evaluations of student proficiency rates within each charter school, including overall proficiency, comparison to average proficiency rates for schools students might otherwise attend, comparison to schools serving similar populations, and a focus on proficiency rates of subgroups within the school. The multiple measures allow the APCSC to look at school proficiency from different angles in a balanced-scorecard approach. The unweighted score on the State Accountability Assessment will be used for this measure.

Measure 3a - Math Are students achieving proficiency on state examinations?
Exceeds Standard: <input type="checkbox"/> At least 75 percent or more students meet or exceed proficiency
Meets Standard: <input type="checkbox"/> Between 50 and 75 percent of students meet or exceed proficiency
Does Not Meet Standard: <input type="checkbox"/> Between 25 and 50 percent of students meet or exceed proficiency
Falls Far Below Standard: <input type="checkbox"/> Fewer than 25 percent of students met or exceeded proficiency

Measure 3a - Reading Are students achieving proficiency on state examinations?
Exceeds Standard: <input type="checkbox"/> At least 75 percent or more students meet or exceed proficiency
Meets Standard: <input type="checkbox"/> Between 50 and 75 percent of students meet or exceed proficiency
Does Not Meet Standard: <input type="checkbox"/> Between 25 and 50 percent of students meet or exceed proficiency
Falls Far Below Standard: <input type="checkbox"/> Fewer than 25 percent of students met or exceeded proficiency

Measure 3b Math

What is the difference between the proficiency rates of the charter school in comparison to traditional students in area Public Schools?

Exceeds Standard:

- School's average proficiency rate exceeds the average performance of traditional students in area Public School (PS) in the same grades by 30 or more percent

Meets Standard:

- School's average proficiency rate meets or exceeds the average performance of traditional students in PS in the same grades by 15 – 30 percent

Does Not Meet Standard:

- School's average proficiency rate meets or exceeds the average performance of traditional students in PS in the same grades by 0 – 15 percent

Falls Far Below Standard:

- School's average proficiency rate is less than the average performance of traditional students in PS

Measure 3b Reading

What is the difference between the proficiency rates of the charter school in comparison to traditional students in area Public Schools?

Exceeds Standard:

- School's average proficiency rate exceeds the average performance of traditional students in PS in the same grades by 30 or more percent

Meets Standard:

- School's average proficiency rate meets or exceeds the average performance of traditional students in PS in the same grades by 15 – 30 percent

Does Not Meet Standard:

- School's average proficiency rate meets or exceeds the average performance of traditional students in PS in the same grades by 0 – 15 percent

Falls Far Below Standard:

- School's average proficiency rate is less than the average performance of traditional students in PS

Measure 3c Math

What is the difference between the proficiency rates of the charter school in comparison to other students in Alabama?

Exceeds Standard:

- School's average proficiency rate exceeds the average performance of traditional students in Alabama in the same grades by 30 or more percent

Meets Standard:

- School's average proficiency rate meets or exceeds the average performance of traditional students in Alabama in the same grades by 15 – 30 percent

Does Not Meet Standard:

- School's average proficiency rate meets or exceeds the average performance of traditional students in Alabama in the same grades by 0 – 15 percent

Falls Far Below Standard:

- School's average proficiency rate is less than the average performance of traditional students in Alabama

Measure 3c Reading

What is the difference between the proficiency rates of the charter school in comparison to other students in Alabama?

Exceeds Standard:

- School's average proficiency rate exceeds the average performance of traditional students in Alabama in the same grades by 30 or more percent

Meets Standard:

- School's average proficiency rate meets or exceeds the average performance of traditional students in Alabama in the same grades by 15 – 30 percent

Does Not Meet Standard:

- School's average proficiency rate meets or exceeds the average performance of traditional students in Alabama in the same grades by 0 – 15 percent

Falls Far Below Standard:

- School's average proficiency rate is less than the average performance of traditional students in Alabama

Subgroup Proficiency

While Measure 3a reviews school-level proficiency, it is important to look beyond the school-level proficiency averages to the performance of subgroups within the school. High performance of a majority group may mask poor performance of a subgroup.

In the growth section of the framework, Measure 2b evaluates the change in subgroup performance over time, but it is equally important to evaluate the absolute performance of subgroups in charter schools. While the rate of learning gains must be positive, as measured by growth in subgroups, higher levels of proficiency for all charter school students must ultimately be met. The subgroup proficiency measure compares the proficiency rates of subgroups within the school to the state average proficiency rate for that same subgroup. APCSC also chooses to compare the charter school students to local district subgroup proficiency.

Measure 3d Math Are students in demographic subgroups achieving proficiency on state examinations compared to state subgroups?
Exceeds Standard: <input type="checkbox"/> School's average subgroup proficiency rate exceeds the average state performance of students in the same subgroup in the same grades by 30 or more percentage points
Meets Standard: <input type="checkbox"/> School's average subgroup proficiency rate meets or exceeds the average state performance of students in the same subgroup in the same grades by 15 – 30 percentage points
Does Not Meet Standard: <input type="checkbox"/> School's average subgroup proficiency rate is less than the average state performance in the same subgroup in the same grades by 0 – 15 percentage points
Falls Far Below Standard: <input type="checkbox"/> School's average subgroup proficiency rate is less than average state performance in the same subgroup in the same grades

Measure 3d Reading Are students in demographic subgroups achieving proficiency on state examinations compared to state subgroups?
Exceeds Standard: <input type="checkbox"/> School's average subgroup proficiency rate exceeds the average state performance of students in the same subgroup in the same grades by 30 or more percentage points
Meets Standard: <input type="checkbox"/> School's average subgroup proficiency rate meets or exceeds the average state performance of students in the same subgroup in the same grades by 15 – 30 percentage points
Does Not Meet Standard: <input type="checkbox"/> School's average subgroup proficiency rate is less than the average state performance in the same subgroup in the same grades by 0 – 15 percentage points
Falls Far Below Standard: <input type="checkbox"/> School's average subgroup proficiency rate is less than average state performance in the same subgroup in the same grades

4. Post-Secondary Readiness (High Schools Only)

College and Career Readiness

Alabama defines a student as college- and career-ready if the student earns at least one OR a combination of the following six indicators:

1. Benchmark score on any section of the ACT test. (Entered into INow by ALSDE)
2. Qualifying score on an AP or IB exam. (Entered into INow by ALSDE)
3. Approved transcribed college or postsecondary credit while in high school. (Entered into INow by LEA)
4. Benchmark level on the ACT WorkKeys. (Entered into INow by ALSDE)
5. Accepted for enlistment into the Military (Entered into INow by LEA)
6. Approved industry credential. (Entered into INow by LEA)

Measure 4a Are students meeting at least one College and Career Readiness Indicator?
Exceeds Standard: <input type="checkbox"/> The percentage of students meeting at least one CCR indicator exceeds the state average by at least 20 percentage points
Meets Standard: <input type="checkbox"/> The percentage of students meeting at least one CCR indicator meets or exceeds the state average by at least 10 and less than 20 percentage points
Does Not Meet Standard: <input type="checkbox"/> The percentage of students meeting at least one CCR indicator meets or exceeds the state average up to at least 10 percentage points
Falls Far Below Standard: <input type="checkbox"/> The percentage of students meeting at least one CCR indicator is less than the state average

Graduation Rate

The graduation rate is a measure of a student's persistence through to the completion of the K-12 educational process. The graduation rate is also a measure of the appropriateness of the supports provided to students as they progress through school.

Measure 4b Are students graduating from high school?
Exceeds Standard: <input type="checkbox"/> At least 90 percent of students graduated from high school
Meets Standard: <input type="checkbox"/> Between 80 and 90 percent of students graduated from high school
Does Not Meet Standard: <input type="checkbox"/> Between 70 and 80 percent of students graduated from high school
Falls Far Below Standard: <input type="checkbox"/> Fewer than 70 percent of students graduated from high school

5. Mission Specific Academic Goals

Measure 5 Is the school meeting mission-specific academic goals?
Exceeds Standard: <input type="checkbox"/> School surpassed its mission-specific academic goal(s)
Meets Standard: <input type="checkbox"/> School met its mission-specific academic goal(s)
Does Not Meet Standard: <input type="checkbox"/> School did not meet its mission-specific academic goal(s)
Falls Far Below Standard: <input type="checkbox"/> School fell far below its mission-specific academic goal(s)

Aggregating the Framework

APCSC will calculate a final grade or score. This score will help in the decision making process in that objective, data-driven decisions are consistent across charter schools, across time, and across personnel in the authorizing office.

Sample Aggregated View of School Data

	State Accountability		Growth				Student Achievement								Post-Secondary Readiness (High Schools Only)		Mission Specific Goals	State Grade	Performance Framework Rating
	1 State Accountability - Math	1 State Accountability - Reading	2a Student Growth - Math	2a Student Growth - Reading	2b Subgroup Growth - Math	2b Subgroup Growth - Reading	3a Student Achievement - Math	3a Student Achievement - Reading	3b Student Achievement compared to district - Math	3b Student Achievement compared to district - Reading	3c Student Achievement compared to State - Math	3c Student Achievement compared to State - Reading	3d Subgroup Achievement - Math	3d Subgroup Achievement - Reading	4a CCR Indicator	4b Graduation Rate			
School 1	E	D	D	M	M	E	E	E	E	M	M	M	M	M	M	D	A	M	
School 2	D	D	M	M	M	D	D	D	D	M	D	D	F	-	-	D	C	D	
School 3	M	F	F	F	F	D	D	M	M	E	E	M	M	M	-	-	M	B	M
School 4	D								D							D	F		

E	Exceeds Standard	M	Meets Standard	D	Does Not Meet Standard	F	Falls Far Below Standard
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*** Weighting the Framework**

Measure	Weight - Elementary and Middle	Weight - High Schools
1 Math State Accountability	2.5%	5%
1 Reading State Accountability	2.5%	5%
2a Math Criterion-Referenced Growth	7.5%	5%
2a Reading Criterion-Referenced Growth	7.5%	5%
2b Math Subgroup Growth	7.5%	5%
2b Reading Subgroup Growth	7.5%	5%
3a Math Proficiency	7.5%	10%
3a Reading Proficiency	7.5%	10%
3b Math Comparison to District	7.5%	5%
3b Reading Comparison to District	7.5%	5%
3c Math Comparison to State	7.5%	5%
3c Reading Comparison to State	7.5%	5%
3d Math Subgroup Comparison to State	7.5%	5%
3d Reading Subgroup Comparison to State	7.5%	5%
5 Mission Specific	5%	5%
For High Schools		
4a CCR Indicator	N/A	7.5%
4b Graduation Rate	N/A	7.5%
TOTAL	100.00%	100.00%

* The weighting is subject to change based on ALSDE and/or ESSA criteria.

Calculating an Overall Score or Rating

When calculating an overall score or rating, authorizers should apply weights in such a way that the calculation is sensitive to schools that may be just above or just below a threshold for a rating category for an individual measure. For example, if an authorizer has two schools in the “Does Not Meet” category for the growth measure, one of which is one point below the “Meets” threshold and one of which is 10 points below the “Meets” threshold, the authorizer should ensure that these two schools do not receive the same number of points in the weighting scheme.

In order for the weighting calculation to be sensitive to these differences, authorizers should assign points based on the underlying metric. Below is an example of how an authorizer could calculate two schools’ points for the target categories commonly used for student growth percentiles, using the recommended most sensitive method.

Measure 2b Are schools making adequate growth based on the school's median Student Growth Percentile (SGP)?	
Exceeds Standard:	<input type="checkbox"/> School surpassed its mission-specific academic goal(s)
Meets Standard:	<input type="checkbox"/> School met its mission-specific academic goal(s)
Does Not Meet Standard:	<input type="checkbox"/> School did not meet its mission-specific academic goal(s)
Falls Far Below Standard:	<input type="checkbox"/> School fell far below its mission-specific academic goal(s)

Assume that the authorizer wants to use a 100 overall point scale for this measure, giving even overall points breakdowns to each of the four ratings categories: 76–100 points for “Exceeds,” 51–75 points for “Meets,” 26–50 points for “Does Not Meet,” and 0–25 points for “Falls Far Below.” However, the percentile ranges for each category do not fall into such neat 25 point groupings. Instead, the range of percentile points for “Exceeds” is 36 (100-65+1 [adding one because the range is inclusive of 65]), “Meets” is 15 (64-50+1), “Does Not Meet” is 15 (49-35+1), and “Falls Far Below” is 34 (34-1+1). See table below:

Rating	Possible Overall	Percentile Targets	Percentile Points
Exceeds Standard	76-100	65-100	36
Meets Standard	51-75	60-64	15
Does Not Meet Standard	26-50	35-49	15
Falls Far Below Standard	0-25	1-34	34

Now assume that the authorizer has two schools, School One and School Two. School One has a median Student Growth Percentile (SGP) of 46, and School Two has a median SGP of 37, both of which would fall into the “Does Not Meet” category.

School One would receive 45 overall points for this measure, based on the calculation below:

School One received $46-35+1$ (add one because the range is inclusive of 35) = 12 percentile points in the range. This is 80 percent of the possible percentile points in the range (12/15), which means that the school receives 80 percent of the 25 possible overall points in this target range, 20 points. The school also received all 25 of the points available in the “Falls Far Below” category (because it covered the whole 1– 4 percentile point range), so School One earns a total of 45 overall points on this measure.

School Two would receive 30 overall points for this measure, based on the calculation below:

School Two received $37-35+1$ (add one because the range is inclusive of 35) = 3 percentile points in the range. This is 20 percent of the possible percentile points in the range (3/15), which means that the school receives 20 percent of the 25 possible overall points in this target range, 5 points. The school also received all 25 of the points available in the “Falls Far Below” category (because it covered the whole 1–34 percentile point range), so School One earns a total of 30 overall points on this measure.

Thus, School One, which scored near the top of the “Does Not Meet” range, earned 45 points; and School Two, which scored near the bottom of the “Does Not Meet” range, earned 30 points, demonstrating the schools’ differences, despite their same ratings. Though this calculation may seem a bit complicated, it gives great sensitivity to the weighting scheme. Imagine if any school that received a “Does Not Meet” rating on an individual measure received 50 points. School One and School Two both would have received 50 points, though it is obvious that the two schools’ performances are quite different. Authorizers must make sophisticated decisions about whether to renew a school or revoke its charter, and they may need sophisticated calculations to aid in these decisions.

The final step is for authorizers to determine the total points ranges for a final rating of “Exceeds,” “Meets,” “Does Not Meet,” or “Falls Far Below” standards. The following is an example of final rating targets:

Overall Rating	Point Range
Exceeds Standard	> or = to 89
Meets Standard	<89, but > or = to 63
Does Not Meet Standard	<63, but > or = to 39
	<39

Core Financial Performance Framework

Overview

The Financial Performance Framework is a monitoring tool that provides authorizers with key data to assess the financial health and viability of charter schools in their portfolios and to determine whether deeper analysis or monitoring is required. The framework summarizes the charter school's current financial health while taking into account the school's financial trends over a period of three years. The measures are designed to be complementary, as no single measure gives a full picture of the financial situation of a school. Together they provide a comprehensive assessment of the school's financial health based on a school's historic trends, near-term financial situation, and future viability.

The Core Financial Performance Framework is to evaluate charter schools' financial performance as part of ongoing monitoring and renewal decision making. Charter schools have the autonomy to manage their finances consistent with state and federal law; however, authorizers must ensure that the schools they authorize are financially stable. Authorizers, by renewing or not renewing a charter school, determine whether that school is not only academically and organizationally sound, but also financially viable.

The Financial Performance Framework provides authorizers tools to recognize schools currently in or trending towards financial difficulty and to more proactively evaluate or address the problem. The Framework aligns with NACSA's Principles & Standards for Quality Charter School Authorizing (2012), which states that authorizers should, through a Performance Framework, set clear expectations for "financial performance and sustainability."

Framework Structure

The Financial Performance Framework gauges both near-term financial health and longer-term financial sustainability. The framework includes five main levels of information: Indicators, Measures, Metrics, Targets, and Ratings.

Component	Definition	Example
Indicators	General categories of financial performance	Near Term
Measures	General means to evaluate an aspect of an indicator	Current Ratio
Metrics	Method of quantifying a measure	Current ratio is the school's current liabilities over current assets
Targets	Thresholds that signify success in meeting the standard for a specific measure	Current ratio greater than 1.1
Ratings	Assignment of charter school performance into one of three rating categories, based on how the school performs against the framework targets	If school meets the target of 1.1 the rating category is "Meets Standard"

Indicators

The Financial Performance Framework includes two indicators, or general categories, used to evaluate schools' financial performance.

1. Current Ratio/Near-Term

The portion of the framework that tests a school's near-term financial health is designed to depict the school's financial position and viability in the upcoming year. Schools meeting the desired standards demonstrate a low risk of financial distress in the coming year. Schools that fail to meet the standards may currently be experiencing financial difficulties and/or are at high risk for financial hardship in the near term. These schools may require additional review and immediate corrective action on the part of the authorizer.

2. Total Margin/Sustainability

The framework also includes longer-term financial sustainability measures and is designed to depict a school's financial position and viability over time. Schools that meet the desired standards demonstrate a low risk of financial distress in the future. Schools that fail to meet the standards may be at high risk for financial hardship in the future.

Measures

Measures are the means to evaluate an aspect of an indicator. Eight measures are used in the framework: Current Ratio, Unrestricted Days Cash, Enrollment Variance, Debt Default, Total Margin, Debt to Asset Ratio, Cash Flow, and Debt Service Coverage Ratio.

Metrics

Metrics are the methods for calculating measures. An example of a metric is Current Ratio equals Current Assets divided by Current Liabilities.

Targets

Targets are the thresholds that signify success for a specific measure. An example of a target is "Current Ratio is greater than 1.1." Each target and formula is detailed in the Financial Performance Framework. The basis for forming many of the targets is industry standard, which is the commonly accepted target level for the ratio in financial analysis. Differences in the charter school financing and funding environment have been considered and included in alterations from industry standard, where necessary.

Ratings

For each measure a school receives one of three ratings based on evaluation of the established metrics:

Meets Standard:

The school's performance on this component does not signal a financial risk to the school. A school that meets the standard based on an initial review requires no follow-up action by the authorizer.

Does Not Meet Standard:

The school's performance on this component signals a potential financial risk to the school and does not meet the expectation. If a school does not meet standards based on an initial review of the school's financials, the authorizer should follow up to determine if the school is truly a financial risk for the purposes of annual reporting, intervention, and high-stakes decision making. Schools that are a financial risk may be eligible for notice of unsatisfactory performance, probation, or other forms of intervention. Schools that do not meet the standard across more than one area may be considered for non-renewal.

Falls Far Below Standard:

The school's performance on this component signals a significant financial risk to the school and does not meet the expectation. If a school falls far below standards based on an initial review of the school's financials, the authorizer should follow up to determine the severity of the risk for the purposes of annual reporting, intervention, and high-stakes decision making. Schools that are a significant financial risk may require probation, intervention, non-renewal, or revocation.

The overall final rating of a school will document the ALSDE's assessment of the school's financial viability based on cumulative evidence from the quarterly reviews, State Auditor and independent audits, annual budgets, cash on hand, the performance framework, and/or more detailed examination of the school's financial position, as needed.

Additionally, while the Authorizer provides oversight to charter schools, many of the state and federal fiscal accountability and reporting requirements will be monitored by the Alabama State Department of Education (ALSDE) staff. Charter schools will be required to submit to the ALSDE program review and audit reports, and independent audit reports, so that all agencies may work in collaboration regarding state and federal compliance.

1. Current Ratio/Near-Term

Current Ratio

Definition: The current ratio depicts the relationship between a school's current assets and current liabilities.

The current ratio measures a school's ability to pay its obligations over the next 12 months. A current ratio of greater than 1.0 indicates that the school's current assets exceed its current liabilities, thus indicating ability to meet current obligations. A ratio of less than 1.0 indicates that the school does not have sufficient current assets to cover the current liabilities and is not in a satisfactory position to meet its financial obligations over the next 12 months.

Data source

Audited balance sheet

Measure 1a Current Ratio: Current Assets divided by Current Liabilities
Meets Standard: <input type="checkbox"/> Current Ratio is greater than or equal to 1.0 or <input type="checkbox"/> Current Ratio is between 1.0 and 1.1 and one-year trend is positive (current year ratio is higher than last year's) <i>Note: For schools in their first or second year of operation, the current ratio must be greater than or equal to 1.1</i>
Does Not Meet Standard: <input type="checkbox"/> Current Ratio is between 0.9 and 1.0 or equals 1.0 or <input type="checkbox"/> Current Ratio is between 1.0 and 1.1 and one year trend is negative
Falls Far Below Standard: <input type="checkbox"/> Current ratio is less than or equal to 0.9

Guidelines for Target Level and Ratings: The general rule of thumb for a current ratio is that it should be a minimum of 1.0. An upward trend of a current ratio that is greater than 1.0 indicates greater financial health, hence the greater than or equal to 1.1 to meet standard. A current ratio less than 0.9 is a serious financial health risk, based on common standards.

Unrestricted Days Cash

Definition: The unrestricted days cash on hand ratio indicates how many days a school can pay its expenses without another inflow of cash.

The unrestricted days cash ratio tells authorizers whether or not the school has sufficient cash to meet its cash obligations. Depreciation expense is removed from the total expenses denominator because it is not a cash expense.

Data source

Audited balance sheet and income statement. Note that if cash is restricted due to legislative requirements, donor restrictions, or other reasons, the restriction should be listed in the audit.

Measure 1b Unrestricted Days Cash: $\text{Unrestricted Cash} \div \text{by } ((\text{Total Expenses} \text{ minus } \text{Depreciation Expenses}) / 365)$
Meets Standard: <input type="checkbox"/> 60 Days Cash or <input type="checkbox"/> Between 30 and 60 Days Cash and one-year trend is positive <i>Note: Schools in their first or second year of operation must have a minimum of 30 Days Cash</i>
Does Not Meet Standard: <input type="checkbox"/> Days Cash is between 15-30 days or <input type="checkbox"/> Days Cash is between 30-60 days and one-year trend is negative
Falls Far Below Standard: <input type="checkbox"/> Fewer than 15 Days Cash

Guidelines for Target Level and Ratings: At least one month's of operating expenses cash on hand is a standard minimum measure of financial health of any organization. Due to the nature of charter school cash flow and the sometimes irregular receipts of revenue, a 60 day threshold was set for stage-two schools to meet the standard, though schools showing a growing cash balance from prior years and who have enough cash to pay at least one month's expenses are also financially stable enough and show positive trending, therefore meeting standard. If a school has less than 15 days of cash on hand, they will not be able to operate for more than a few weeks without another cash inflow, and are at high risk for immediate financial difficulties.

Debt Default

Definition: Debt default indicates whether or not a school is meeting debt obligations or covenants.

The Alabama Public Charter School Commission may consider a school in default only when it is not making payments on its debt, or when it is out of compliance with other requirements in its debt covenants. Additionally, a school that has exceeded the state maximum debt limit, if the limit exists, or a school that is holding employee 403b contributions to aid cash flow could be considered in default. This metric addresses whether or not a school is meeting its loan covenants and/or is delinquent with its debt service payments. A school that cannot meet the terms of its loan may be in financial distress.

Data source

Notes to the audited financial statements

Measure 1c Default
Meets Standard: <input type="checkbox"/> School is not in default of loan covenant(s) and/or is not delinquent with debt service payments
Does Not Meet Standard: <input type="checkbox"/> Not Applicable
Falls Far Below Standard: <input type="checkbox"/> School is in default of loan covenant(s) and/or is delinquent with debt service payments

Guidelines for Target Level and Ratings: Schools that are not meeting financial obligations, either through missed payments or violations of debt covenants, are at risk of financial distress. The ALSDE will monitor the debt environment to determine if violations of debt covenants should be considered a qualification for falling below or far below standards.

2. Total Margin/Sustainability

Total Margin and Aggregated Three-Year Total Margin

Definition: Total margin measures the deficit or surplus a school yields out of its total revenues; in other words, it measures whether or not the school is living within its available resources.

The total margin measures whether a school operates at a surplus (more total revenues than expenses) or a deficit (more total expenses than revenues) in a given time period. The total margin is important to track, as schools cannot operate at deficits for a sustained period of time without risk of closure. Though the intent of a school is not to make money, it is important for charters to build, rather than deplete, a reserve to support growth or sustain the school in an uncertain funding environment.

The aggregated three-year total margin is helpful for measuring the long-term financial stability of the school by smoothing the impact of single-year fluctuations on the single-year total margin indicator. The performance of the school in the most recent year, however, is indicative of the sustainability of the school, thus the school must have a positive total margin in the most recent year to meet the standard.

Data source

Three years of audited income statements

Measure 2a Total Margin: Net Income divided by Total Revenue Aggregated Total Margin: Total Three-Year Net Income divided by Total Three-Year Revenues
Meets Standard: <ul style="list-style-type: none"><input type="checkbox"/> Aggregated Three-Year Total Margin is positive and the most recent year Total Margin is positive or<input type="checkbox"/> Aggregated Three-Year Margin is greater than -1.5 percent, the trend is positive for the last two years, and the most recent year Total Margin is positive <i>Note: For schools in their first or second year of operation, the cumulative Total Margin must be positive</i>
Does Not Meet Standard: <ul style="list-style-type: none"><input type="checkbox"/> Aggregated Three-Year Total Margin is greater than -1.5 percent, but trend does not “Meet Standard”
Falls Far Below Standard: <ul style="list-style-type: none"><input type="checkbox"/> Aggregated Three-Year Total Margin is less than or equal to -1.5 percent or<input type="checkbox"/> The most recent year Total Margin is less than -10 percent

Guidelines for Target Level and Ratings: General preference in any industry is that total margin is positive, but organizations can make strategic choices to operate at a deficit for a year for a large capital expenditure or other planned expense. The targets set allow for flexibility over a three-year timeframe in the aggregate total margin, but require a positive total margin for the current year to meet standard. A margin in any year of less than -10 percent or an aggregate three-year total margin less than -1.5 percent is an indicator of financial risk.

Debt to Asset Ratio

Definition: The debt to asset ratio measures the amount of liabilities a school owes versus the assets they own; in other words, it measures the extent to which the school relies on borrowed funds to finance its operations.

The debt to asset ratio compares the school's liabilities to its assets. Simply put, the ratio demonstrates what a school owes against what it owns. A lower debt to asset ratio generally indicates stronger financial health.

Data source

Audited balance sheet

Measure 2b Debt to Asset Ratio: Total Liabilities divided by Total Assets
Meets Standard: <input type="checkbox"/> Debt to Asset Ratio is less than 0.9
Does Not Meet Standard: <input type="checkbox"/> Debt to Asset Ratio is between 0.9 and 1.0
Falls Far Below Standard: <input type="checkbox"/> Debt to Asset Ratio is greater than 1.0

Guidelines for Target Level and Ratings: A debt to asset ratio greater than 1.0 is a generally accepted indicator of potential long-term financial issues, as the organization owes more than it owns, reflecting a risky financial position. A ratio less than 0.9 indicate a financially healthy balance sheet, both in the assets and liabilities, and the implied balance in the equity account.

Cash Flow

Definition: The cash flow measure indicates a school's change in cash balance from one period to another.

Cash flow indicates the trend in the school's cash balance over a period of time. This measure is similar to days cash on hand but indicates long-term stability versus near-term. Since cash flow fluctuations from year to year can have a long-term impact on a school's financial health, this metric assesses both multi-year cumulative cash flow and annual cash flow. The preferred result is greater than zero. Similar to total margin, this measure is not intended to encourage amassing resources instead of deploying them to meet the mission of the organization, but rather to provide for stability in an uncertain funding environment.

Data source

Three years of audited balance sheets

Measure 2c Multi-Year Cash Flow = Year 3 Total Cash - Year 1 Total Cash One-Year Cash Flow = Year 2 Total Cash - Year 1 Total Cash
Meets Standard: <input type="checkbox"/> Multi-Year Cumulative Cash Flow is positive and Cash Flow is positive each year or <input type="checkbox"/> Multi-Year Cumulative Cash Flow is positive, Cash Flow is positive in one of two years, and Cash Flow in the most recent year is positive <i>Note: Schools in their first or second year of operation must have positive cash flow</i>
Does Not Meet Standard: <input type="checkbox"/> Multi-Year Cumulative Cash Flow is positive, but trend does not "Meet Standard"
Falls Far Below Standard: <input type="checkbox"/> Multi-Year Cumulative Cash Flow is negative

Guidelines for Target Level and Ratings: A positive cash flow over time generally indicates increasing financial health and sustainability of a charter school.

Debt Service Coverage Ratio

Definition: The debt service coverage ratio indicates a school's ability to cover its debt obligations in the current year.

This ratio measures whether or not a school can pay the principal and interest due on its debt based on the current year's net income. Depreciation expense is added back to the net income because it is a non-cash transaction and does not actually cost the school money. The interest expense is added back to the net income because it is one of the expenses an entity is trying to pay, which is why it is included in the denominator.

Data source

- Net income: audited income statement
- Depreciation expense: audited cash flow statement
- Interest expense: audited cash flow statement and/or income statement
- Annual principal and interest obligations: provided from the school

Measure 2d Debt Service Coverage Ratio: $(\text{Net Income} + \text{Depreciation} + \text{Interest Expense}) / (\text{Annual Principal, Interest, and Lease Payments})$
Meets Standard: <input type="checkbox"/> Debt Service Coverage Ratio is equal or exceeds 1.1
Does Not Meet Standard: <input type="checkbox"/> Debt Service Coverage Ratio is less than 1.1
Falls Far Below Standard: <input type="checkbox"/> Not Applicable

Guidelines for Target Level and Ratings: Debt Service Coverage Ratio is commonly used as a debt covenant measure across industries. A ratio of 1.1 or greater is industry standard for identifying organizations healthy enough to meet obligations and generate a surplus.

Enrollment Variance

NOTE: This measure is informational only.

Definition: Enrollment variance indicates whether or not the school is meeting its enrollment projections. As enrollment is a key (often the key) driver of revenue, variance is important to track the sufficiency of revenues generated to fund ongoing operations.

The enrollment variance depicts actual versus projected enrollment. A school budgets based on projected enrollment but is funded based on actual enrollment; therefore, a school that fails to meet its enrollment targets may not be able to meet its budgeted expenses. Though enrollment is not the singular driver of revenues for a school, it is highly correlated at a minimum. As school budgets are generally designed to match expenses with projected revenues, a poor enrollment variance is a substantial indicator of potential financial issues. It is critical to capture this information as early in the school year as possible to determine whether you may need to take action or intervene in some way.

Schools less than five years old may have greater fluctuations in their enrollment because they have not yet established themselves in the community. However, mature schools with large, unexplained fluctuations in enrollment may be in financial distress if they are not able to adjust accordingly. Often, financially stable schools will purposefully underestimate enrollment so that they may budget more conservatively.

Many authorizers in the field use enrollment variance as a way to not only evaluate a charter school's financial health, but also to monitor how savvy the school's board and management are at forecasting. Thus, while enrollment variance is a primary measure of financial health, it can also be seen as a secondary measure for organizational aptitude.

Source of Data:

- Projected enrollment – Charter school board-approved budget for the year in question
- Actual enrollment

Enrollment Variance Enrollment Variance: Actual Enrollment Divided by Enrollment Projection in Charter School Board-Approved Budget
Meets Standard: <input type="checkbox"/> Enrollment Variance equals or exceeds 95 percent in the most recent year
Does Not Meet Standard: <input type="checkbox"/> Enrollment Variance is between 85-95 percent in the most recent year
Falls Far Below Standard: <input type="checkbox"/> Enrollment Variance is less than 85 percent in the most recent year

Guidelines for Target Level and Ratings: Enrollment variance less than 85 percent indicates that a significant amount of funding on which a school set its expense budget is no longer available, and thus the school is at a significant financial risk. Schools that achieve at least 95 percent of projected enrollment generally have the operating funds necessary to meet all expenses, and thus are not at a significant risk of financial distress.

Attachment 10: Enrollment Policy

SEE CHARTER SCHOOL'S ENROLLMENT POLICY FROM APPLICATION

Attachment 11: Request for Proposals for Service Providers

MCAA is not engaging a service provider at this time.

Attachment 12: Public Charter School Application

See Magic City Acceptance Academy application submitted to the Commission.