

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION



PUBLIC CHARTER SCHOOL RENEWAL CONTRACT

CHARTER CONTRACT FOR CHARTER AUTHORIZERS

PURPOSE

Pursuant to the *Alabama School Choice and Opportunity Act* (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://charterschoolwa.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 and Term | • 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 RENEWAL CONTRACT

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

PARTIES:

Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

University Charter School Board of Directors, EIN 82-1034767

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PARTIES

This agreement is executed by and between the Alabama Public Charter School Commission ("Commission") and University Charter School Board of Directors ("Governing Board"), for the continued operation of University Charter School ("**School**").

ARTICLE I: PURPOSE AND TERM

Section 1.1 Purpose

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

Section 1.2 Term of Contract

On October 26, 2017, the Parties previously entered into an agreement for the establishment of University Charter School. On October 18, 2022, the Authorizer approved the renewal application and adopted a resolution extending the School's Charter Contract for an additional five-year term.

ARTICLE II: DEFINITIONS

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

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

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

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

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

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

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

DEPARTMENT. The Alabama State Department of Education.

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

FISCAL YEAR. October 1 through September 30.

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

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

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

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

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

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

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

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

SCHOOL YEAR. July 1 through June 30.

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

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

STATE SUPERINTENDENT. The State Superintendent of Education.

ARTICLE III: SCHOOL'S PURPOSE

Section 3.1 Executive Summary

Executive Summary

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

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

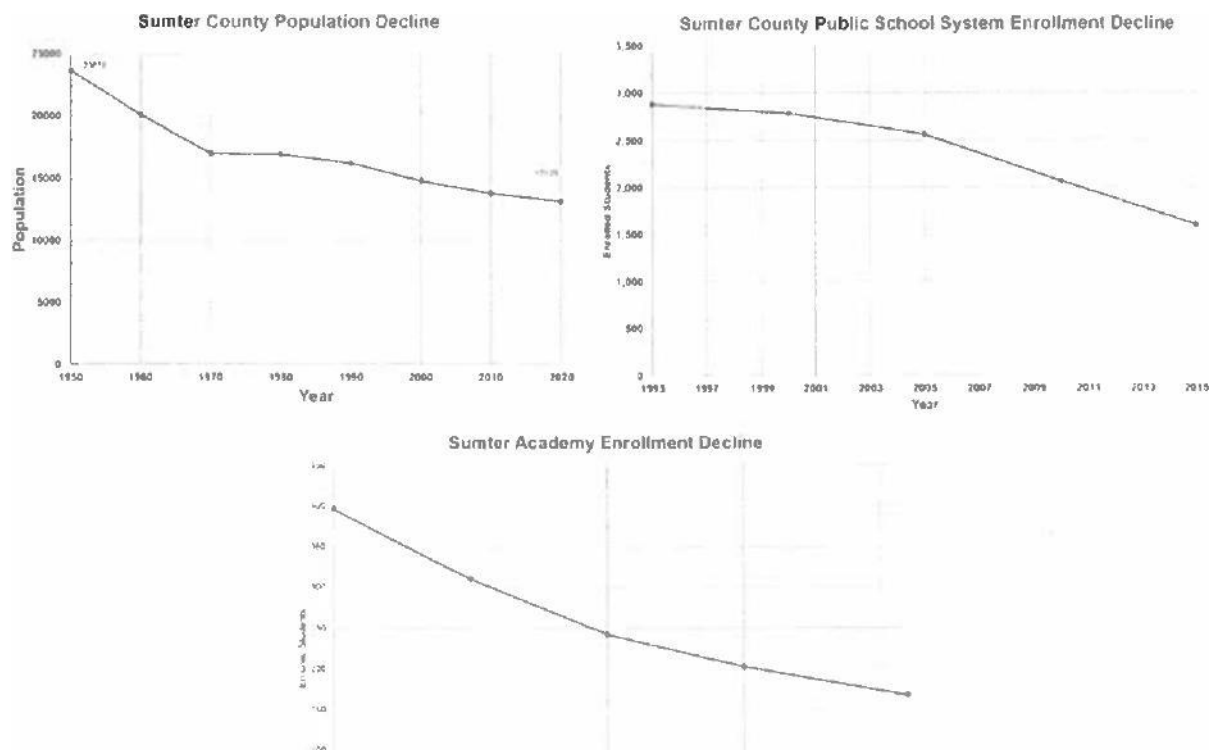
The School's Mission, Vision and Values:

The vision of UCS is to become the rural leader for producing adaptable learners that have a strong sense of place and mission who recognize the value of collaboration within a school, across a community, and between diverse rural regions. To achieve this vision, the School's **mission is** to be an innovative, rural, diverse K-12 school that values collaboration with key stakeholders to cultivate independent thought, promotes the building of character and civic responsibility and is committed to preparing all students for personal and professional success through the discovery of individual learning pathways in a rigorous and integrated Science, Technology, Reading, Engineering, Arts, and Mathematics (STREAM) focused, project-based and place-based curriculum. University Charter School is guided by three core values: Compassion, Integrity and Perseverance. Focus on the infusion of these values will foster a safe and supportive school

environment for all students and provide a common foundation on which to build positive relationships throughout the school.

Community Need, Educational Need and Anticipated Student Population:

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



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

For more than 20 years, VOICES for Alabama's Children, a statewide 501(c)3 nonpartisan organization group, and the Anne Casey Foundation have published the *Alabama Kids Count Data Book*. This research provides a meaningful snapshot of children's well-being and can offer meaningful data that demonstrates the need for "rethinking" rural education. According to VOICES, Sumter County and its neighbors rank in the bottom third (1/3) in overall child well-being among Alabama's 67 counties. Sumter ranks 62 among the 67 counties (VOICES, 2016). Sumter County also exhibits a poverty rate of 33.2% (US Census, 2017), and an unemployment rate of 9% (Alabama Department of Labor, 2017).

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

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

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

Specific educational needs of the region include:

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

2. There is a need to expose students to career options to allow time for discovery that encourages them to find their own pathway, as well as career clusters in order to help them understand the opportunities that are available to them. The School will identify the career clusters that are most applicable to the needs and resources of the region. The School's students will use these identified career clusters to investigate a wide range of career choices. As they discover their own interests and abilities, they may identify one career cluster that best expresses their area of interest. They can then explore the career pathways contained within that cluster, to begin a plan linking what students learn in school with the knowledge and skills they need to prepare for the demands of postsecondary education, training and the expectations of employers, providing students the opportunity to be career ready. Our area is part of the Region 3 Workforce Development Council. The five industry clusters that have been identified for Region 3 include automotive, health care, construction, manufacturing, and professional and business services. In addition, under Accelerate Alabama (both the 2012 release and the 2.0 update), Agriscience and Forest Products are additional targets that fit well within our rural community and are part of the Alabama Department of Commerce's rural development strategy.

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

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

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

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

1. Implementation of a diverse family and student recruitment plan and community outreach programs

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

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

Education Model/School Design:

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

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

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

The School values the process of assessment as a tool for informing the school-at-large about strengths and weaknesses related to the process of teaching and learning and overall school needs. Both formal and informal assessment strategies and formative and summative assessment strategies will be utilized to

provide data that can be used for adjusting instruction, policies, and practices that impact the education program. The School will implement the Plan-Do-Check-Act (PDCA) model with all assessment strategies. The PDCA Cycle (Plan-Do-Check-Act) is a systematic series of steps for gaining valuable learning and knowledge for the continual improvement of a product **or** process; it is also known as the Deming Wheel, or Deming Cycle.

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

Community Engagement:

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

Leadership and Governance:

The School will be governed and operated by an independent Board of Directors pursuant to the School's corporate Bylaws adopted by the Board of Directors. The Board of Directors is invested with the powers and duties to ensure, and will be ultimately responsible for, the successful operations and activities of the School. The remaining members of the School's leadership team serve in an advisory capacity to help

ensure success. The Board of Directors is comprised of local and regional leaders who bring a vast array of experiences to the Board. The initial directors include a former Chancellor of the University of Alabama system, two former K-12 educators, one of whom now is the CEO of a local corporation and one who previously served on a K-12 school board, a local pastor who formerly served on the Auburn University Board of Trustees, a county engineer, and two parent representatives who have been intimately involved in the application process for the School. These directors have shown a commitment to the long-term success of the School and will demonstrate control over the School. The Board of Directors is composed of Mr. Micky Smith, Director, ALFA Environmental Center and Board of Directors Chair ; Rev. Byron Franklin, Senior Pastor of Living Word Church, Livingston, AL; Ms. Veronica Triplett, Director, UWA Center for Business & Entrepreneurial Services; Mr. Kyle Edmonds, Vice President & Partner, Mitchell Signs; Dr. Robert Wit, President Emeritus University of Alabama; Mr. Anthony Crear, Sumter County Engineer; Ms. Leslie Prystup Emory, Chief Executive Officer, Prystup Packaging, Livingston, Alabama; and Dr. Jan Miller, Dean, UWA College of Education (Ex Officio). Dr. JJ Wedgworth resigned from the Board of Directors and assumed the role of Head of School on August 1, 2017. She was replaced by Mr. Kyle Edmonds, Vice President & Partner, Mitchell Signs.

Section 3.2 Mission and Vision

The School's Mission, Vision and Values:

The mission of University Charter School is to be an innovative, rural, diverse K-12 school that values collaboration with key stakeholders to cultivate independent thought, promotes the building of character and civic responsibility and is committed to preparing all students for personal and professional success through the discovery of individual learning pathways in a rigorous and integrated Science, Technology, Reading, Engineering, Arts, and Mathematics (STREAM) focused, project-based and place-based curriculum. The vision of UCS is to become the rural leader for producing adaptable learners that have a strong sense of place and mission who recognize the value of collaboration within a school, across a community, and between diverse rural regions. University Charter School is guided by three core values: Compassion, Integrity and Perseverance. Focus on the infusion of these values will foster a safe and supportive school environment for all students and provide a common foundation on which to build positive relationships throughout the school.

Targeted Student Population & Community:

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

1. Implementation of a diverse family and student recruitment plan and community outreach programs
2. Implementation of diverse pedagogies all resulting in academic quality and success

3. Creating a school culture that embraces diversity including community programs, classroom practices and staff training to ensure that all students have equitable educational opportunities

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

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

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

ARTICLE IV: GOVERNANCE

Section 4.1 Governance

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

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

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

Section 4.2 Governance Documents

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

Section 4.3 Non-Profit Status

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

Section 4.4 Organizational Structure and Plan

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

Section 4.5 Composition

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

Section 4.6 Change in Status or Governance Documents

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

Section 4.7 Conflicts of Interest

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

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

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

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

Section 4.8 Open Meetings

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

ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS

Section 5.1 General Compliance

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

Section 5.2 Public School Status

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

Section 5.3 Nonsectarian Status

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

Section 5.4 Access to Individuals and Documents

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

Section 5.5 Ethics

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

Section 5.6 Record Keeping

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

Section 5.7 Non-Discrimination

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

Section 5.8 Inventories

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

Section 5.9 School Closure/Assets

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

Section 5.10 Transportation

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

Section 5.11 Staff Qualifications

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

Section 5.12 Contracting for Services

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

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

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

- a. Evidence of the education service provider's success in serving student populations similar to the targeted population, including demonstrated academic achievement as well as successful management of nonacademic school functions, if applicable.

- b. A draft agreement setting forth the proposed duration of the service contract; roles and responsibilities of the Governing Board, the School staff, and the education service provider; scope of services and resources to be provided by the education service provider; performance evaluation measures and timelines; compensation structure, including clear identification of all fees to be paid to the education service provider; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract.
- c. Disclosure and explanation of any existing or potential conflicts of interest between the School or the Governing Board and the education service provider or any affiliated business entities.

Section 5.13 Transaction with Affiliates

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

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

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

ARTICLE VI: ENROLLMENT

Section 6.1 Enrollment Policy

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

Section 6.2 Maximum Enrollment

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

Section 6.3 Annual Enrollment Review

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

Section 6.4 Section 6.4 Enrollment Plan

The anticipated and maximum enrollment are provided in the following table:

University Charter School				
AY 2024-25 Enrollment	AY 2024-25 Maximum	AY 2024-25 Wait List Length	AY 2025-26 Anticipate	AY 2025-26 Maximum
58	56	17	56	56
61	65	0	65	65
71	65	6	65	65
65	65	0	71	65
54	55	4	65	65
51	55	8	60	65
50	50	7	55	55
45	50	0	50	50
47	50	0	50	50
45	50	1	50	50
45	50	1	50	50
47	50	3	50	50
39	50	0	50	50
21	50	1	40	50
641	705	31	721	730

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

Section 6.5 Student Records and Student Information Systems

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

ARTICLE VII: TUITION OR FEES

Section 7.1 Tuition or School Fees

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

Anticipated fees are detailed in the following list:

University Charter School

General Fees

Grade	Fee	Amount	Description
K-3 (All Students)	Literacy Fee	\$27	Includes the cost of reading support materials
K-5 (All Students)	Visual Arts Fee	\$27	Covers cost of art supplies for all students
K-5 (All Students)	Music Fee	\$27	Covers cost of sheet music and basic equipment and supplies
K-8 (All Students)	STEM Fee	\$27	Covers cost of robots for all students
K- 12 (All Students)	1-to-1 Technology Initiative Maintenance Fee	\$105	Covers the cost of maintaining student provided technology
10-12 (All Students)	Pathway Fee	\$27	Covers the cost for supplies, consumables, and opportunities for all students.
12 (All Students)	Senior Fee	\$210	Includes diploma, graduation regalia and blazer

Optional Participation Fees

Optional Fees	Fee Description	Amount
K-6 (All Students) Elementary Field Day Fee	Covers the cost of a t-shirt	\$11
7-12 (All Students) Secondary Field Day Fee	Participation fee to cover cost of activities, rentals, and other event costs.	\$11
Grades 6-12 Visual Arts Course Fee	Visual Arts Course Fee (annual) for participating students	\$27
Grades 6-12 Band Course Fee	Band Course Fee (annual) for participating students	\$105
Advanced Placement (AP) Course Fees	Per course fee (Science, Math, English, Social Studies, Computer Science)	\$53
Summer Credit Recovery Fee	Summer Credit Recovery Courses to Gain Failed Credits (Per Credit)	\$158
Driver's Education Fee	Driver's Education Manuals and Fuel Supplement	\$105
Athletic Fees	\$105 for each sport offered in 2024-2025	\$105/sport
Record Duplication Fee	Per student record	\$5
Field Trip Fees	Varies per field trip (\$5-\$100)	-
Club Fees (i.e., Beta Club, 4-H, Robotics, etc.)	Varies based on Club (\$10-\$50)	-

Meal Costs

UCS operates the NSLP and SBP, which is a full breakfast, lunch and after-school snack program. For the 2024-2025 academic year, UCS is participating in the Community Eligibility Program (CEP), which allows all students to eat breakfast and lunch at no cost to the student. Students will be issued a reimbursable meal on their initial trip through the serving line. Students must enter their school issued 4-digit PIN in order to account for any meal received. If a student wishes to purchase an additional meal or a la carte item, they must do so on a subsequent trip through the serving line and will be charged at the following rates:

Meal Cost	
Breakfast- Full	\$2.50
Lunch- Full	\$3.75
Lunch Entrée Only:	\$2.50
Juice or Milk	\$0.50

ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY

Section 8.1 Educational Program Terms and Design Elements

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

Section 8.2 Assessments

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

Section 8.3 English Learners

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

Section 8.4 Students with Disabilities

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

ARTICLE IX: FINANCIAL ACCOUNTABILITY

Section 9.1 Legal and Accounting Compliance

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

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

The Department may withhold state or federal funds from the School if the School does not provide financial and budget reports, disclosures, certifications, and forms to the Department in a timely manner or in the format required by the Department or other state or federal agencies. The School

will allow the Department and other government agencies to inspect records and monitor compliance with state, federal, and local laws and regulations applicable to the School. The School shall allow representatives of the Commission to inspect records at any time

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

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

Section 9.2 Budget

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

Section 9.3 Annual Budget Statement

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

Section 9.4 School Funds

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

ARTICLE X: SCHOOL FACILITIES

Section 10.1 Accessibility

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

Section 10.2 Health and Safety

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

Section 10.3 School Location

The Smith Campus address is 134 University Drive, Livingston, AL, 35470. The Lyon Campus address is 108 North Street, Livingston, AL 35470. Any additions or change in the location of the School, including modulars, must be deemed acceptable by the Commission.

Section 10.4 Inspections

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

ARTICLE XI: EMPLOYMENT

Section 11.1 No Employee or Agency Relationship

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

Section 11.2 Retirement Plan/Insurance

The Governing Board of the School has voted to participate in the Teachers' Retirement System and Public Education Employees' Health Insurance Plan.

Section 11.3 Background Checks

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

Section 11.4 Immigration

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

ARTICLE XII: INSURANCE AND LEGAL LIABILITIES

Section 12.1 Insurance

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

Section 12.2 Limitation of Liabilities

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

Section 12.3 Faith and/or Credit Contracts with Third Parties

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

ARTICLE XIII: OVERSIGHT AND ACCOUNTABILITY

Section 13.1 School Performance Framework

The performance framework is attached as **Attachment 1**.

ARTICLE XIV: COMMISSION'S RIGHTS AND RESPONSIBILITIES

Section 14.1 Oversight and Enforcement

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

Section 14.2 Right to Review

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

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

Section 14.3 Notification of Perceived Problems

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

Section 14.4 Reports by the Commission

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

ARTICLE XV: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

Section 15.1 Breach by the School

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

Section 15.2 Termination by the Commission

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

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

Section 15.3 Non-Renewal by the Commission

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

- a. Commits a material and substantial violation of any of the terms, conditions, standards, or procedures required under the Act or the Contract.
- b. Fails to meet the performance expectations set forth in the Contract
- c. Fails to meet generally accepted standards of fiscal management.

- d. Substantially violates any material provision of law from which the School was not exempted.
- e. Fails to meet the performance expectations set forth in the Contract, or fails to attain the minimum state proficiency standard for public charter schools (minimum state standard) in each year of its operation and over the charter term, unless the School demonstrates and the Commission affirms, through formal action of its Governing Board, that other indicators of strength and exceptional circumstances justify the continued operation of the School.

Section 15.4 Termination by the School

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

Section 15.5 Dissolution

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

Section 15.6 Disposition of Assets upon Termination or Dissolution

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

ARTICLE XVI: MISCELLANEOUS PROVISIONS

Section 16.1 Records Retention

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

Section 16.2 Confidential Information

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

ARTICLE XVII: NOTICE

Section 17.1 Notice

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

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

IN WITNESS WHEREOF, the Parties have executed this Renewal Contract.

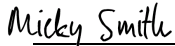
APPROVED BY A QUORUM OF THE COMMISSION:

Date: June 26, 2025



Chair, Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:



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

APPENDICES

Attachment 1: School Performance Framework

Attachment 2: Statement of Assurances

ATTACHMENT 1: SCHOOL PERFORMANCE FRAMEWORK

Revised 8/25/2021

Alabama Public Charter School Commission
ACADEMIC PERFORMANCE FRAMEWORK

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

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

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

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

Alabama Public Charter School Commission Academic Performance Framework

ACADEMIC PERFORMANCE FRAMEWORK (APF)

STATE AND FEDERAL ACCOUNTABILITY SYSTEM

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

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

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

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

GEOGRAPHIC COMPARISONS

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

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

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

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

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

Alabama Public Charter School Commission Academic Performance Framework

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

GROWTH COMPARISONS: ALL STUDENTS

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

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

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

SCHOOL-SPECIFIC GOALS

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

ATTACHMENT 2: STATEMENT OF ASSURANCES

STATEMENT OF ASSURANCES

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

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

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

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

18. The School shall employ certified instructional staff as required by Federal program regulations.
19. The School shall adhere to generally accepted accounting principles and be subject to financial examinations and audits as determined by the Department, including annual audits for legal and fiscal compliance.
20. The School shall comply with the open public meetings act and public records requirements.
21. The School shall be subject to and comply with all legislation governing the operation and management of charter schools.
22. The School shall comply with all state statutes and rules made applicable to the charter school in the school's charter contract.
23. The School shall not engage in any sectarian practices in its education program, admissions or employment policies, or operations.
24. The School shall be subject to the supervision of the State Superintendent and the State Board of Education, including accountability measures, to the same extent as non-charter public schools, except as otherwise expressly provided by law.
25. The School shall not limit admission on any basis other than age group, grade level, or capacity and must enroll all students who apply within these bases and shall be open to any Alabama student regardless of his or her location of residence.
26. The School shall not charge tuition but may charge fees for participation in optional extracurricular events and activities in the same manner and to the same extent as do non-charter public schools.
27. If capacity is insufficient to enroll all students who apply to the charter school, the School must select students through a lottery as provided in the Act.
28. The School's Governing Board shall annually determine the capacity of the School in consultation with the Commission and with consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in the charter contract, and assure that its student enrollment does not exceed the capacity of its facility.
29. The School shall comply with all health and safety laws, rules, and regulations of the federal, state, county, region, or community that may apply to its facilities and property.
30. The School has disclosed any real, potential, or perceived conflicts of interest that could impact the approval or operation of the School.
31. The School shall comply with, and fully participate in, any activity by the Commission that the Commission deems necessary for it to monitor, engage in oversight, and/or engage in corrective action.
32. The School shall comply with any corrective actions or sanctions imposed upon it by the Commission.

33. The School shall comply with all renewal and nonrenewal actions required of it by the Commission or by law.
34. The School shall comply with any nonrenewal of termination actions imposed by the Commission.
35. The School shall report student enrollment in the same manner and based on the same definitions of enrolled students and annual average full-time equivalent enrollment as other public schools.
36. The School shall comply with applicable reporting requirements to receive state or federal funding that is allocated based on student characteristics.
37. The School shall, at all times, maintain all necessary and appropriate insurance coverage.
38. The School shall indemnify and hold harmless the Commission and its officers, directors, agents, and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the School or its operation.

University Charter School

NAME OF SCHOOL

Micky Smith

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

July 2, 2025

DATE

Micky Smith

NAME OF DULY AUTHORIZED REPRESENTATIVE