

# **ALABAMA PUBLIC CHARTER SCHOOL COMMISSION**



## **PUBLIC CHARTER SCHOOL CONTRACT**

CHARTER CONTRACT FOR CHARTER AUTHORIZERS

**2019**

## **PURPOSE**

Pursuant to the *Alabama School Choice and Opportunity Act* (Alabama Code §§ 16-6F-1 – 16-6F-11, hereinafter, the “Act”), the Alabama Public Charter School Commission (the “Commission”) reviews applicable applications; approves or rejects applicable applications; enters into charter contracts with applicants; oversees public charter schools; and decides whether to renew, not renew, or revoke charter contracts. A charter contract is a fixed-term renewable contract between a public charter school and an authorizer that outlines the roles, powers, responsibilities, and quantitative and qualitative performance expectations for each party to the contract.

## **ATTRIBUTION**

Some professional entities allow noncommercial re-use of content when proper attribution is provided. If the Commission elects to use other professional entities’ resources in developing a charter contract and/or any other public charter school document, the Commission must seek the entity’s permission for re-use; then meet its requirements for re-using, acknowledging, and attributing their work back to them.

## **COMMISSION’S ACKNOWLEDGMENT AND ATTRIBUTION**

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

## PUBLIC CHARTER CONTRACT

### INSTRUCTIONS

#### NOTE

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

- *Alabama School Choice and Student Opportunity Act (Alabama Code §§ 16-6F-1 – 16-6F-11)*
- *Public Charter School Rules and Regulations*
- *Principles & Standards for Quality Charter School Authorizing (2012 Edition)*
- Other Alabama State Department of Education Office of Public Charter Schools Resources and Links

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

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

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

- |   |  |
|---|--|
| • 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   |

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**CHARTER SCHOOL CONTRACT  
FOR THE OPERATION OF CAPSTONE CHARTER SCHOOL**

**PARTIES:**

**Authorizer Name:** ALABAMA PUBLIC CHARTER SCHOOL COMMISSION, an independent State of Alabama entity

**Governing Board:** CAPSTONE CHARTER SCHOOL, an Alabama non-profit corporation (EIN 83-2780323)



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## CHARTER SCHOOL CONTRACT

This Charter School Contract (this “Contract”) is executed effective as of May 24, 2019 by and between the Alabama Public Charter School Commission (the “Commission”) and the Governing Board for the operation of Capstone Charter School (the “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 the School, a public charter school. The Governing Board must comply with all of the terms and provisions of this 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. If the school requires an opening delay of more than one year, the school shall request an extension from its authorizer. The authorizer may grant or deny the extension depending on the particular school’s circumstances. Ala. Code § 16-6F-7

#### Section 1.3 Pre-Opening Conditions

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

### ARTICLE II: DEFINITIONS

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

**ACT.** The *Alabama School Choice and Student Opportunity Act* as enacted as codified in Alabama Code §§ 16-6F-1 *et seq.* 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. For purposes of this Contract, the Authorizer is the Commission.

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

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

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

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

The School is committed to providing opportunities for the whole child and to creating a safe environment where students can reach their full potential on the path to being successful and fulfilled in their college, career, and personal lives. The School's leaders embrace the belief that all children are smart and that not everyone learns in the same fashion. The School's primary instructional methods will place students at the center of the teaching and learning process. The School seeks to instruct learners of all socio-economic backgrounds and needs, and especially to reach the underserved in its community. The School is designed for students so that they can reap the benefits of this enriched learning environment designed for Multiple Intelligences.

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

The School's mission is to ensure that each student develops academic competence, responsible character, and social confidence in a safe, caring environment.

The School's leaders envision that its students will be skilled, agile, life-long learners who will be able to adapt to the demands of an ever-changing employment and civic landscape.

## **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, Attachment 12.

**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 twenty percent (20%) of its members be parents of students who attend or who have attended the School for at least one academic year.

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

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

**Section 4.7 Conflicts of Interest**

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

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

In no event shall the Governing Board be composed of voting members a majority of which are directors, officers, employees, agents, or otherwise affiliated with any single entity (with the exception of the School itself or of another charter school) regardless of whether the entity is affiliated or is otherwise partnered with the School. However, 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's policies, as may be amended from time to time.

### **Section 5.2 Public School Status**

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

### **Section 5.3 Nonsectarian Status**

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

### **Section 5.4 Access to Individuals and Documents**

The School shall provide the Commission with access to any individual, documentation, evidence, or information requested in writing by the Commission. The School affirmatively consents to the Commission obtaining information and documents directly from any entity or individual who may possess information or documents relevant to the operation of the school and will sign any releases or waivers required by such individuals or entities. Failure to provide this access by the deadlines reasonably imposed by the Commission will be a material and substantial breach of the Contract, unless the School does not have access itself to such.

### **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 State 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 as set forth by the Commission. 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 twenty-five percent (25%) of the funds used to purchase the asset were public funds. Public funds include, but are not limited to, funds received by the School from any governmental entity, as well as any state or federal grant funds.

#### **Section 5.9 School Closure/Assets**

In the event of closure of the School for any reason, the Commission shall oversee and work with the 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 has no present plans to provide transportation during the Contract term.

#### **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 with public funds of the School shall become property of the School unless the Commission specifically approves an agreement or contract not subject to this provision.

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

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

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



- b. A term sheet setting forth the proposed duration of the service contract; roles and responsibilities of the Governing Board, the School staff, and the education service provider; scope of services and resources to be provided by the education service provider; performance evaluation measures and timelines; compensation structure, including clear identification of all fees to be paid to the education service provider; methods of contract oversight and enforcement; investment disclosure; and conditions for renewal and termination of the contract; and
- 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; and
- d. The Governing Board discloses any conflicts and operates in accordance with a conflict of interest policy that is substantially in the form attached as Attachment 5, or has otherwise been approved by the Commission.

"Affiliate" as used in this section means a person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another person. Solely for purposes of this definition, owns, is owned and ownership mean ownership of an equity interest, or the equivalent thereof, of ten percent (10%) or more, and the term "person" means an individual, partnership, committee, association, corporation or any other organization or group of persons.

## **ARTICLE VI: ENROLLMENT**

### **Section 6.1 Enrollment Policy**

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

### **Section 6.2 Maximum Enrollment**

The capacity of the School shall be determined annually by the Governing Board, 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 this Contract, and ensure that its student enrollment does not exceed the capacity of its facility or site.

### Section 6.3 Enrollment Plan

The projected enrollment by grade for each of the five years of this Contract are provided in the following table:

Grade	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
K	36	36	36	36	36
1	36	36	36	36	36
2	36	36	36	36	36
3	36	36	36	36	36
4	36	36	36	36	36
5	36	36	36	36	36
6	18	36	36	36	36
7	18	18	36	36	36
8	18	18	18	36	36
9	18	18	18	18	36
10	9	18	18	18	18
11	9	9	18	18	18
12	9	9	16	18	18
Total # of Students	315	342	376	396	414

### Section 6.4 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

The School shall not charge tuition. Any fees charged by the School will be consistent with or follow the same requirements as those imposed on non-charter Alabama public schools. Each fee must be approved by the Governing Board.

Anticipated initial fees are detailed in the following list:

#### UPPER SCHOOL (GRADES 6 – 12):

Graduation fees (seniors only)	\$150
Locker Fee (grades 6 – 12)	\$10 annually
Parking Pass	\$25 annually
Prom Fees	\$50 per student
ACT test or Work Keys tests	\$45

Student ID card	\$5
STEM/Robotics/Coding Fee	\$20
Fieldtrips	(varies by trip and year)
Team Sports (uniforms & costs)	\$100 per sport
Parent volunteer fee	\$16.95 (background check)

#### **ELEMENTARY (K-5th grades):**

Art Fee	\$15
Sheet Music Fee for piano	\$10
Capstone Charter School T-shirt	\$20
Bama Theatre season ticket	\$15
STEM/Robotics/Coding Fee	\$20
Fieldtrips	(varies by trip and year)
After Care 3:00 – 5:30 p.m.	\$10 per afternoon or \$1,800 per school year
Parent volunteer fee	\$16.95 (background check)

## **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. The School may utilize additional student assessment measures if the Commission approves such measures.

### **Section 8.3 English Learners**

The School shall at all times comply with all applicable laws 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 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 45 days of the end of each month. Likewise, the School will post an annual financial report on the School’s website within 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 Application.

### **Section 9.3 Annual Budget Statement**

The Governing Board shall submit its annual budget to the Authorizer for review and shall adopt an annual budget each fiscal year. The Governing Board shall adopt an annual budget statement that describes the

major objectives of the educational program and manner in which the budget proposes to fulfill such objectives.

#### **Section 9.4 School Funds**

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

### **ARTICLE X: SCHOOL FACILITIES**

#### **Section 10.1 Accessibility**

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

#### **Section 10.2 Health and Safety**

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

#### **Section 10.3 School Location**

The School shall provide evidence that it has secured a location that is acceptable to the Commission by December 31, 2019, by submittal of a copy of a completed Attachment 7. The School may move its location(s) only after obtaining written approval from the Commission, which approval shall not be unreasonably withheld or delayed, subject to such terms and conditions as may be specified. Any change in the location of the School shall be reasonably acceptable to 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 School will participate in the Teachers' Retirement System and Public Education Employees' Health Insurance Plan.

### **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.

### **Section 11.5 Hiring Restriction**

The School will interview all qualified candidates for teaching and staff positions. Each full-time lead classroom teacher must hold a valid Alabama teaching certificate in his or her field. The School's leadership team will conduct interviews during the spring prior to the initial fall opening of the School. The School agrees to limit the hiring of teachers who were previously employed in the last School Year at The Capitol School to no more than 65% of the teaching positions at the School during the initial School Year. Individuals who were not employees at The Capitol School, but served as former interns or independent contractors at The Capitol School, will still be eligible to apply for and be hired to open teaching positions as "new" hires that do not count against the 65% limit.

## **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 those School employees that handle funds on behalf of 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**

The School's Performance Standards will be based on the Alabama College and Career Ready Standards for Grades K-12. These standards are aligned with the Common Core State Standards. Teachers will use the State of Alabama Courses of Study to develop and teach all courses. Students will be allowed to progress through the continuum of standards according to their own development, pace, and learning needs. In some cases, this progress will be sequential. In some cases, students may delve deeply into the subject matter in a type of enrichment environment. Teachers will ensure that students have met the learning goals in their age group grade before allowing the student to work on advanced material. As always, the keystone of the School will be to work with students in small groups according to personalized needs. Students will have many opportunities to display their growth and development through the use of the Multiple Intelligences.

The Teacher Council will develop proposed promotion standards and a process to be used to determine a student's readiness to progress to the next level of study. The criteria will include the student's academic, social, emotional, and physical growth and development. Multi-age groups will allow the teachers the flexibility to present lessons over several grade levels within one multi-age group. Students will not be identified by their grade level, but by the multi-age cluster in which they are enrolled. For instance, a student might be enrolled in one of the 5-7 year old clusters.

To graduate, students must complete 24 units of high school credit, at least three hours of dual enrollment or Ready-to-Work credit, and at least 40 hours of community service. The School will offer two pathways to college and career readiness. One requires the ACT and dual enrollment with The University of Alabama's Early College. The other pathway requires dual enrollment with Shelton State Community College and benchmark level on the ACT WorkKeys Assessment or completion of the Ready-to-Work program. Students will also meet at least three of the six college and career readiness indicators or targets, as outlined by Alabama's Plan 2020:

1. a benchmark score on any section of the ACT test;
2. a qualifying score on an AP or IB exam;
3. approved college or postsecondary credit while in high school;
4. a benchmark level on the ACT WorkKeys;
5. an approved industry credential; or
6. documented acceptance for enlistment into the military.

#### **Assessment Strategies**

The School will measure success with practical, specific data. For evaluating the Multiple Intelligences ("MI") approach, School leaders will develop a team of educators that will work in the various areas of MI. There will be a music teacher, art instructor, Spanish, Mandarin, and German teachers, a physical education instructor, librarian, counselor, core teachers for mathematics, science, social studies, English and Literacy, and character education. Portfolios at the Elementary Level will be used to highlight the work practiced in each area of the intelligences each quarter of the year. The daily schedule will show evidence of the MI being employed throughout the school days. Traditional Report Cards/Progress Reports will also be used to

communicate effectively with parents and will show the grade levels mastered for core subjects. For example, a child might be working on 3<sup>rd</sup> grade level in math and 6<sup>th</sup> grade level in reading.

Learner engagement will be evaluated using student surveys, parent surveys, observations made by faculty, supervisors and outside evaluators. Upon walking into a classroom, observers should expect to see learners actively involved in their own learning projects. They may see students working in small groups, meeting with a teacher one-on-one, using a laptop or iPad for research or projects, practicing skills, reading and discussing texts, making artwork, playing music, etc. AdvancED offers Student Surveys to help schools see how engaged students perceive themselves. Such tools can be used to obtain this type of data.

The School will measure learning that is competency-based element through multiple assessments. Informal and formal assessments will inform teachers and students know when they have mastered skills and concepts. Software programs can monitor both mastery and the speed that the learner is moving through the curriculum. Teacher-made tests, quizzes, project rubrics will provide specific data for each child regularly. Standardized tests will be used quarterly or annually, based on the specific test.

Renaissance Learning Computerized STAR Reading and Math Tests can be taken individually each quarter to help teachers monitor progress in those areas. The School's students will take the State of Alabama standardized test when it is ready to be implemented. Middle and High School students will be required to show 70% mastery of Alabama State Standards course of study to progress in addition to taking the ACT or Work Keys and/or other assessments.

Students will earn credits for college or technical programs through mastery of the class content. Data on these course grades will be used to monitor progress for each student and the High School as a whole. The counselor will work closely with students to help them self-monitor their college or career readiness so that students may adjust their actions and goals as appropriate. Student surveys can be used to measure student satisfaction with their preparedness. The School believes that students who experience this learning environment will be skilled, agile, life-long learners who will be able to adapt to the demands of an ever-changing employment and civic landscape.

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

## **ARTICLE XIV: COMMISSION'S RIGHTS AND RESPONSIBILITIES**

### **Section 14.1 Oversight and Enforcement**

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



## **Section 14.2 Right to Review**

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

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

## **Section 14.3 Notification of Perceived Problems**

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

## **Section 14.4 Reports by the Commission**

The Commission shall submit to the State Board of Education a publicly accessible annual report within 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 needed to complete the 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's 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 this Contract;

- b. Failure to meet generally accepted standards of fiscal management;
- c. Failure to provide the Commission with access to required 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 the Commission's request for information or documentation; or
- i. The School's performance falls in the bottom quartile of schools on the State Board of Education's accountability index.

### **Section 15.3 Non-Renewal by the Commission**

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

- a. Commits a material and substantial violation of any of the terms, conditions, standards, or procedures required under the Act or this Contract;
- b. Fails to meet the performance expectations set forth in this 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; or
- e. Fails to meet the performance expectations set forth in this 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 (90) days before the closure of the school year. Notice shall be made in writing to the Commission. The School must comply with the Commission's termination protocol.

### **Section 15.5 Dissolution**

Upon termination of this 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**

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

### **ARTICLE XVI: 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.

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**

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.

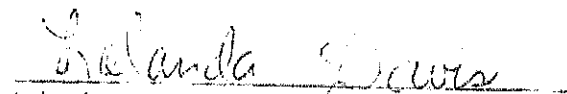
**[SIGNATURES ON NEXT PAGE.]**

IN WITNESS WHEREOF, the Parties have caused their duly authorized representative to execute this Contract on their behalf to be effective May 24, 2019.

APPROVED BY RESOLUTION ADOPTED BY A QUORUM OF THE COMMISSION ON March 25, 2019:

  
Mac Buttram, Chair  
Alabama Public Charter School Commission

CAPSTONE CHARTER SCHOOL

  
Lolanda Davis  
Chair, 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
<b>School Facility/Physical Plant:</b>			
Provide the proposed location of the School; identify any repairs/renovations that need to be completed by school opening, the cost of these repairs, the source of funding for the repairs, and a timeline for completion.	08/01/2020		
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.	08/30/2020		
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.	01/31/2021		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	08/01/2021		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	08/01/2021		
<b>School Operations:</b>			
Governing Board approved (with signature page and date) special education policies and procedures. In addition, evidence of submission of policies and procedures to the Department and approval from the Department are on file with the Commission.	05/31/2021		
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.	05/31/2021		

The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP).	ALSDE Finance Schedule Ongoing Beginning on 08/01/2021		
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.	04/30/2021		
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.	05/31/2021		
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.	12/01/2020		
Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended.	12/01/2020		
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.	05/31/2021		

The required Safe School Plan consistent with the School mapping information system is on file with the Commission. For more information on a Safe School Plan, please visit: <a href="https://www.alsde.edu">https://www.alsde.edu</a> .	05/31/2021		
The School shall provide evidence of its decision regarding a meal delivery plan.	05/31/2021		
The School shall hire a Head of School (or principal) and provide the Commission with said individual's name.	09/01/2020		
<b>PRE-OPENING SITE VISIT:</b>  Prior to a School opening, Commission staff will conduct a site visit to verify that that School has completed or is on track to complete each pre-opening condition and confirm the School is ready to open.	07/15/2021		
State assessment schedule is on file with the Commission.	05/31/2021		
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.	07/01/2021		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	05/31/2021		
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).	05/31/2021		
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.	07/01/2021		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	07/01/2021		

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.	07/01/2021		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	08/01/2021		
<b>School Governance:</b>			
Charter School must submit annual Governing Board meeting schedule including date, time, and location to Commission and assure the Commission that the meetings are posted on School website.	07/01/2021		
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).	07/01/2021		
Resume of each Governing Board member is on file with the Commission.	04/01/2019		
Governing Board disclosure forms are complete and on file with the Commission.	04/01/2019		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	04/01/2019		
Annually, the School and Commission must set performance targets/mission-specific goals designed to help the School meet its mission-specific educational and organizational goals. Once agreed upon, those performance targets shall be incorporated into the charter contract through amendment. These targets must be set by July 1st of each year of the School's operation.	06/15/2021		
<b>Budget:</b>			

Submit a Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	Ongoing beginning 07/01/2021		
Submit an unaudited Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	Ongoing beginning 07/01/2021		
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.	06/30/2021		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission.	06/30/2021		
Submit an unaudited Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	07/01/2020		
Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.	08/01/2021		
Online Platforms for Accountability	08/01/2021		

**Note:**

1. If a due date falls on a Saturday or a Sunday, the document/report will be due on the next Monday.
2. If a due date falls on a holiday, the document/report will be due the next business day.



## **Attachment 2: Governance Document**

(See Attached)

### Attachment 3: Initial Governing Board Roster and Disclosures

Governing Board Roster	
Board Position	Full Name
Chair	Lolanda Davis
Director	Dr. James McLean
Director	Russell DuBose
Director	Shelby Schenck Ancrum
Director	Bernhard Mader
Director	Dr. Qiaoli Liang
Director	Pastor Tyshawn Gardner
Director	Sandra Hall Ray
Director	Gary L. Phillips
Director	Dr. Karen Thompson
Director	Garrin Daniels
Director	Mary Harmon Young
Director	Justin Bevel, M.D.
Director	Dr. Lucy Roberts

For addresses, phone numbers, e-mails, see attached signed Disclosure Forms of Board Members.

**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: \_\_\_\_\_
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.
 

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Governing Board Member Disclosure Form (continued)

#### Conflicts

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

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

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

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

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

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

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

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

#### Disclosures for Schools Contracting with an Educational Service Provider

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

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

### Governing Board Member Disclosure Form (continued)

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

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

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

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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, \_\_\_\_\_, 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 Capstone Charter School is true and correct in every respect.

---

Signature

Date

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



## Attachment 4: Educational Program Terms and Design Elements

Capstone Charter School	
<b>Mission/Vision:</b>	Capstone Charter School will seek to ensure that each student develops academic competence, responsible character, and social confidence within a safe and caring environment.
<b>Objectives/Goals:</b>	<p>Our goals and objectives include the following:</p> <ul style="list-style-type: none"> <li>• provide small-group instruction;</li> <li>• utilize the Theory of Multiple Intelligences;</li> <li>• organize students into multiage clusters;</li> <li>• provide foreign language instruction starting in kindergarten;</li> <li>• provide pathways to college and career readiness; and</li> <li>• engage families in a partnership to educate each child.</li> </ul>
<b>Education Program Terms:</b>	<p>Capstone Charter School will use four primary methods to model learner-centered instruction.</p> <ol style="list-style-type: none"> <li>1. Howard Gardner's Theory of Multiple Intelligences ("MI") was developed to help teachers understand that there are many ways to reach students beyond traditional classroom tools, and this approach can help learners increase their intelligences across the eight intelligences he described as existing in all human beings' brains. The MI are listed as: verbal-linguistic, logical-mathematical, visual-spatial, musical, bodily-kinesthetic, naturalist, interpersonal and intrapersonal intelligences. At Capstone Charter School, expert teachers and core classroom teachers will offer students experiences that help grow the MI in their brains.</li> <li>2. Learner Engagement – Putting students at the center of the learning naturally promotes their engagement. This finding is so important that school accrediting bodies such as AdvancED use it as a standard to observe Student Engagement in each classroom to evaluate the effectiveness of learning and instruction. Capstone Charter School will promote high levels of learner engagement through MI experiences and through small-group instruction and personalized learning. Students will be active in their learning and grow their interpersonal intelligence skills when working in pairs or teams.</li> <li>3. Learning is competency-based. When students are at the center of learning, it is natural that they will move ahead when skills are mastered, rather than when they reach a certain age or have spent a set number of hours in a classroom. This means that at Capstone Charter School, teachers will monitor individual student mastery of skills so that learners can move on or further develop relevant skills when they are ready to do so.</li> <li>4. Students will be Career and College Ready. Capstone Charter School is committed to preparing learners to be in charge of their paths toward the</li> </ol>

	future. Through access to two paths, Early College at The University of Alabama or Career and Technical Programs at Shelton State Community College and/or <i>Ready to Work</i> , students will have experience with higher education while at the secondary level. With the help of teachers and the counselor, students will explore a broad range of career and academic options.
<b>Geographic Area Served:</b>	City of Tuscaloosa
<b>Location:</b>	TBD
<b>Grades Served 2020-2021:</b>	K-12
<b>Grades Served at Capacity:</b>	K-12
<b>Projected Enrollment 2020-2021:</b>	315
<b>Projected Enrollment at Capacity:</b>	414
<b>Educational Service Provider:</b>	N/A

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

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

### **Article I Purpose**

The purpose of the conflict of interest policy is to protect Capstone Charter School's (the "Corporation") interest when it is contemplating entering into a transaction or arrangement that (i) might benefit the private interest of an officer or director of the Corporation or (ii) might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

### **Article II Definitions**

#### **1. Interested Person**

Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

#### **2. Financial Interest**

A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a. An ownership or investment interest in any entity with which the Corporation has a transaction or arrangement,
- b. A compensation arrangement with the Corporation or with any entity or individual with which the Corporation has a transaction or arrangement, or
- c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Corporation is negotiating a transaction or arrangement.

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

A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

### **Article III Procedures**

#### **1. Duty to Disclose**

In connection with any actual or possible conflict of interest, an interested person must disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

## **2. Determining Whether a Conflict of Interest Exists**

After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

## **3. Procedures for Addressing the Conflict of Interest**

- a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b. The chairperson of the governing board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c. After exercising due diligence, the governing board or committee shall determine whether the Corporation can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d. If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Corporation's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

## **4. Violations of the Conflicts of Interest Policy**

- a. If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.
- b. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

## **Article IV Records of Proceedings**

The minutes of the governing board and all committees with board delegated powers shall contain:

- a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.



- b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

#### **Article V Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Corporation, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

#### **Article VI Annual Statements**

Each director, principal officer, and member of a committee with governing board delegated powers shall annually sign a statement which affirms such person:

- a. Has received a copy of the conflicts of interest policy,
- b. Has read and understands the policy,
- c. Has agreed to comply with the policy, and
- d. Understands the Corporation is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

#### **Article VII Periodic Reviews**

To ensure the Corporation operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

- a. Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Corporation's written policies, are properly recorded, reflect reasonable

investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

**Article VIII**  
**Use of Outside Experts**

When conducting the periodic reviews as provided for in Article VII, the Corporation may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

**Article IX**  
**Other**

All personal pronouns used in this document shall include all genders, whether used in the masculine, feminine, or neutral gender. Singular nouns and pronouns shall include the plural, as may be appropriate, and vice versa.

## **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 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 Governing Board's duty to exercise its statutory, contractual, and fiduciary responsibilities governing the operation of the School. No provision of the ESP agreement shall prohibit the 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 Governing Board to waive its governmental immunity.
5. No provision of an ESP agreement shall alter the Governing Board's treasurer's legal obligation to direct that the deposit of all funds received by the School be placed in the School's account.
6. ESP agreements must contain at least one of the following methods for paying fees or expenses: (1) the Governing Board may pay or reimburse the ESP for approved fees or expenses upon properly presented documentation and approval by the Governing Board; or (2) the Governing Board may advance funds to the ESP for the fees or expenses associated with the School's operation provided that documentation for the fees and expenses are provided for Governing Board ratification.
7. ESP agreements shall provide that the financial, educational, and student records pertaining to the School are School property and that such records are subject to the provisions of the Alabama Open Records Act. All School records shall be physically or electronically available, upon request, at the School's physical facilities. Except as permitted under the Contract and applicable law, no ESP agreement shall restrict the Commission's access to the School's records.
8. ESP agreements must contain a provision that all finance and other records of the ESP related to the School will be made available to the School's independent auditor.
9. The ESP agreement must not permit the ESP to select and retain the independent auditor for the School.
10. If an ESP purchases equipment, materials, and supplies on behalf of or as the agent of the School, the ESP agreement shall provide that such equipment, materials, and supplies shall be and remain the property of the 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 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 Governing Board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the School owns all proprietary rights to curriculum or educational materials that

- (i) are both directly developed and paid for by the School; or (ii) were developed by the ESP at the direction of the Governing Board with School funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the School's proprietary rights over curriculum or educational materials that are developed by the ESP from funds from the School or that are not otherwise dedicated for the specific purpose of developing School curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the 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 School. If the ESP leases employees to the 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 School or working on School operations. If the School is staffed through an employee leasing agreement, legal confirmation must be provided to the 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 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 School shall be limited to those costs specific to the School program and shall not include any costs for the marketing and development of the ESP.
  16. If the 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

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.

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 facility. 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 reasonable discretion, prior to the School operating as a public charter school.

### Physical Plant Description

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

Address: TBD

Description: TBD

Configuration of Grade Levels: Pre-Kindergarten through Eighth

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; and
  - d. Copy of executed lease or purchase agreement.

If the Site described above is not used as the physical plant for the School, this Attachment of this Contract must be amended pursuant to the terms of the 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 above. 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.

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 written 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 of this Contract.

## 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: Capstone Charter School are accurate and true to the best of my knowledge and belief; and further, I certify and assure that, if awarded a charter:

1. The School shall have a fully independent governing board that will exercise autonomy in all matters, to the extent authorized 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).

16. The School shall comply with local, state, and federal health, safety, parents' rights, civil rights, and nondiscrimination laws applicable to school districts and to the same extent as school districts.
17. The School shall provide basic education, including instruction in the essential academic learning requirements and shall participate in the statewide student assessment system.
18. The School shall employ certificated instructional staff as required by Federal program regulations.
19. The School shall adhere to generally accepted accounting principles and be subject to financial examinations and audits as determined by the Department, including annual audits for legal and fiscal compliance.
20. The School shall comply with the open public meetings act and public records requirements.
21. The School shall be subject to and comply with all legislation governing the operation and management of charter schools.
22. The School shall comply with all state statutes and rules made applicable to the charter school in the school's charter contract.
23. The School shall not engage in any sectarian practices in its education program, admissions or employment policies, or operations.
24. The School shall be subject to the supervision of the State Superintendent and the State Board of Education, including accountability measures, to the same extent as non-charter public schools, except as otherwise expressly provided by law.
25. The School shall not limit admission on any basis other than age group, grade level, or capacity and must enroll all students who apply within these bases and shall be open to any Alabama student regardless of his or her location of residence.
26. The School shall not charge tuition, but may charge fees for participation in optional extracurricular events and activities in the same manner and to the same extent as do non-charter public schools.
27. If capacity is insufficient to enroll all students who apply to the charter school, the School must select students through a lottery as provided in the Act.
28. The School's Governing Board shall annually determine the capacity of the School in consultation with the Commission and with consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in the charter contract, and assure that its student enrollment does not exceed the capacity of its facility.
29. The School shall comply with all health and safety laws, rules and regulations of the federal, state, county, region, or community that may apply to its facilities and property.

42. The School understands that the Commission will not reimburse the School for any costs incurred in the preparation of this application. All applications and associated materials become the property of the Commission, and the School claims no proprietary right to the ideas, writings, items, or samples, unless so stated in the application.
43. The School agrees that submission of the application constitutes acceptance of the solicitation contents and the attached sample contract. If there are any exceptions to these terms, the School has described those exceptions in detail on a page attached to this document. The School understands that the Commission is not bound by any of the changes that the School has proposed to the sample contract and that if its application is approved the specific terms and provisions of the contract will be negotiated.
44. The School grants the Commission, or its representatives, the right to contact references and others who may have pertinent information regarding the ability of the School, its Governing Board members, proposed management, and lead staff to perform the services contemplated by the application.
45. The School grants the Commission, or its representatives, the right to conduct criminal background checks as part of the evaluation process. Signed consent forms from each of the impacted individuals are attached.
46. The School is submitting proposed Contract exceptions or changes: ☐ Yes ☐ No  
If Contract exceptions are being submitted, the School has attached them to this form.
47. All of the information submitted in the Application is true, correct, complete, and in compliance with Alabama laws.
48. All of the information contained in the Application reflects the work of the applicant; no portion of the application was plagiarized.

Capstone Charter School  
NAME OF SCHOOL

Barbara L. Rountree  
SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

10/15/19  
DATE

Holanda Davis  
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 reasonably necessary for ongoing oversight, accountability, and compliance monitoring as well as online software for desk audits.

\*PLEASE SEE ACADEMIC, ORGANIZATIONAL, and FINANCIAL FRAMEWORK

## Attachment 10: Enrollment Policy

### Section 5(a)(1-10) of Alabama Act 2015-3

#### Section 5. (a) Open enrollment.

- (1) A public charter school shall be open to any student residing in the state.
- (2) A school system shall not require any student enrolled in the school system to attend a start-up public charter school.
- (3) A public charter school shall not limit admission based on ethnicity, national origin, religion, gender, income level, disability, proficiency in the English language, or academic or athletic ability.
- (4) A public charter school may limit admission to students within a given age group or grade level and may be organized around a special emphasis, theme, or concept as stated in the school's charter application, but fluency or competence in the theme may not be used as a standard for enrollment.
- (5) A public charter school shall enroll all students who wish to attend the school, unless the number of students exceeds the capacity of the facility identified for the public charter school.
- (6) If facility capacity is insufficient to enroll all students who wish to attend a start-up public charter school, the school shall select students through a random selection process. The school shall first enroll students who reside within the school system in which the public charter school is located. If the number of local students wanting to enroll exceeds the facility's capacity, then the school shall conduct a random selection process to enroll students who reside in the local school system. If the school has additional capacity after admitting students from the local school system, then the school shall admit any students without regard to their residency by a random selection process. The selection shall take place in a public meeting, called by the governing body of the public charter school, and following all posting and notice requirements prescribed by the Alabama Open Meetings Act.
- (7) Any non-charter public school converting partially or entirely to a public charter school shall adopt and maintain a policy giving enrollment preference to students who reside within the former attendance area of that public school. After all students who reside within the former attendance area of that public school are enrolled, enrollment shall first be opened to students residing within the local school system and then outside the local school system, as set forth in subdivision (6).
- (8) A public charter school shall give enrollment preference to students enrolled in the public charter school the previous school year and to siblings of students already enrolled in the public charter school.
- (9) A public charter school may give enrollment preference to children of a public charter school's founders, governing board members, and full-time employees, so long as they constitute no more than 10 percent of the school's total student population.
- (10) This subsection does not preclude the formation of a public charter school whose mission is focused on serving special education students, students of the same gender, students who pose such severe disciplinary problems that they warrant a specific educational program, or students who are at risk of academic failure. Notwithstanding the stated mission of the public charter school, any student may attend.

## **Attachment 11: Request for Proposals for Service Providers**

Not applicable at this time.

## **Attachment 12: Copy of Application**

See Application on file  
with the Alabama Charter School Commission.