

# **ALABAMA PUBLIC CHARTER SCHOOL COMMISSION**



## **PUBLIC CHARTER SCHOOL CONTRACT**

**2019**

## CHARTER CONTRACT FOR CHARTER AUTHORIZERS

### PURPOSE

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

### ATTRIBUTION

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

### COMMISSION'S ACKNOWLEDGMENT AND ATTRIBUTION

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

# PUBLIC CHARTER CONTRACT

## INSTRUCTIONS

### NOTE

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

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

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

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

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

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

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

# PUBLIC CHARTER SCHOOL CONTRACT

Issue Date as amended: July 25, 2019



CHARTER SCHOOL CONTRACT  
FOR THE OPERATION OF

**PARTIES:**

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

**Charter Holder: Washington County Students First and EIN # 82-4736251**



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## **PARTIES**

This agreement is executed on this 25<sup>th</sup> day of July 2019 by and between the Alabama Public Charter School Commission ("Commission") and **Washington County Students First** ("Governing Board"), for the operation of **Woodland Preparatory** ("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 **Woodland Preparatory**, (the "School"), a public charter school. The Governing Board must comply with all of the terms and provisions of this Charter School Contract ("Contract") and all applicable rules, regulations, and laws.

### Section 1.2 Term of Contract

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

### Section 1.3 Pre-Opening Conditions

The School's Governing Board 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 performance hereunder by the Commission and a condition precedent to the School's commencement of operations. Failure by the Governing Board to satisfy all of the Pre-Opening Conditions, or any one of them, is a substantial and material breach of this Contract and shall be grounds for the immediate initiation of disciplinary proceedings, up to and including revocation proceedings. Upon written request of the Governing Board, the Commission may waive or modify the conditions contained in the Pre-Opening Conditions or may grant the School an additional planning year upon good cause shown.



## ARTICLE II: DEFINITIONS

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

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

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

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

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

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

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

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

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

**ENROLL OR ENROLLMENT.** Enroll or Enrollment shall mean a student has met all of the Alabama State Department of Education's requirements for entrance to the school and is formally placed on a public charter school's roll.

**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 schools 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.

**REGISTER or REGISTRATION.** Register or registration shall mean a student has met all of the Alabama State Department of Education's requirements for entrance to the school, but has not been formally placed on a public charter school's roll.

**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

Woodland Preparatory ("Woodland Prep") will be a comprehensive (PreK-12) college preparatory public charter school with a strong emphasis placed on STREAMS (Science, Technology, Reading, Engineering, Art, Mathematics, and Social-Emotional Learning) education. The school will be established by Washington County Students First, a non-profit foundation, and will begin its operation in the Fall of 2020.

The Board of Directors of Washington County Students First foundation are well respected community and civic leaders. The Board combines deep professional expertise with personal understanding of the challenges and possibilities of creating an outstanding school. The Board consists of highly qualified, degreed and experienced educators and community stakeholders who support the school's mission and embrace a shared vision for Woodland Prep. The Board also consists successful thought leaders who have a longstanding reputation as advocates for children and learning.

Woodland Prep will enroll 264 students in K to 8th grades during its first year of operation. The school will not only increase grade levels but also enrollment numbers in each succeeding years until it reaches the full capacity. We believe that steady increase in enrollment number can support stable financial growth and build a healthy graduating cohort. Additionally, Woodland Prep will support and facilitate the academic growth desperately needed to transform educational success in Washington County.

The key instructional approach for Woodland Prep will be grounded in the utilization of a student-centered education. One of our primary core values "Students First" defines set of research-based principles to ensure all students develop high-level knowledge, skills, and plans needed for success in college, careers, and life. The four fundamental principles of student-centered learning include:

1. Learning is personalized,
2. Learning is competency-based,
3. Learning takes place anytime, anywhere, and
4. Ownership of their learning

Woodland Prep believes that providing ample opportunities for active, engaging, student-centered learning opportunities, within a developmentally appropriate educational program will prepare students to be lifelong learners. Specifically, a strong basis in literacy and math is one of the ways we will invest in our students' future academic success.

We will provide student-centered learning experiences by organizing students into small learning communities. In these learning communities, students engage with a team of core content teachers and learning coaches. This team works together to ensure that students realize short and long-term goals, thus fulfilling their academic plan. The Instructional model will provide opportunities for students to master core academic content aligned with Alabama State Standards, think critically and solve complex problems, work collaboratively, communicate effectively and learn how to learn.

Woodland Prep will provide a safe and interactive learning environment where students feel they belong, are encouraged to participate and be stakeholders in their future, and are a catalyst for rekindling agrarian spirit attributes of self-sufficiency and independence that will bring real opportunities to our Washington County community.



## Section 3.2 Mission and Vision

### Mission

Woodland Prep's mission is to equip our students with 21st century skills by providing a safe and collaborative environment which will cultivate their individual academic and social development.

The founding members of Washington County Students First foundation believe that a safe, collaborative, and orderly school environment will promote high expectations for all students while focusing on individualized instruction to meet each student's needs.

Our goal is to prioritize the education of our children in our rural county in a manner to groom successful leaders of tomorrow. We will be accountable for ensuring a rich, comprehensive educational environment where academic excellence and high expectation is the standard. We will provide exemplary staff, a supportive and involved community, celebration of diversity, optimal utilization of resources and an uncompromising willingness to see our children thrive and succeed.

### Vision

Our Vision is to enable students to succeed in school and in the workplace, to provide an option for students to enter careers with 21st century skills. We believe that this will lead students to becoming productive and responsible citizens.

### Washington County Community and Anticipated Target Student Population

Washington County and its public schools have experienced an overall depopulation over the last decade. Like many rural Alabama counties, Washington County is experiencing rural flight; a steady decline of population due to emigration to cities—since 2000. Factors contributing to this phenomenon include depressed economic opportunity and poor educational options within the county and the ongoing urbanization of the United States.

The racial makeup of the Washington County public schools is 71.1% White, 20.3% African American, 7.7% Native American, 0.06% Asian, 0.03% Pacific Islander, 0.05% from other races and less than 1% of the is Hispanic or Latino. Approximately, 54% of students at Washington County schools participate in National School Lunch Program. The proposed school will be located within the vicinity of Chatom, Alabama. Town of Chatom is centrally located in the Washington County. Thus, we anticipate to have a similar student population in terms of ethnic and socio-economic percentages.





## **ARTICLE IV: GOVERNANCE**

### **Section 4.1 Governance**

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

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

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

### **Section 4.2 Governance Documents**

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

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

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

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

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

### **Section 4.5 Composition**

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

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

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

**Section 4.7 Conflicts of Interest**

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

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

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

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

**Section 4.8 Open Meetings**

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

## **ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS**

### **Section 5.1 General Compliance**

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

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

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

### **Section 5.3 Nonsectarian Status**

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

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

The School shall provide the Commission (or the Commission's designee) with access to any individual, documentation, evidence, or information requested by the Commission, including documentation necessary to verify and confirm registration and enrollment of students. The School affirmatively consents to the Commission obtaining information and documents directly from any entity or individual who may possess information or documents relevant to the operation of the school and will sign any releases or waivers required by such individuals or entities. Failure to provide this access by the deadlines imposed by the Commission will be a material and substantial breach of the Contract and will result in the immediate initiation of disciplinary proceedings, up to and including revocation proceedings.

### **Section 5.5 Ethics**

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

### **Section 5.6 Record Keeping**

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

### **Section 5.7 Non-Discrimination**

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



### **Section 5.8 Inventories**

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

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

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

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

### **Section 5.10 Transportation**

The School may enter into a contract with a school system or private provider to provide transportation to the School's students. The School shall be responsible for providing students transportation consistent with the plan proposed in the approved application, Attachment 12: Public Charter School Application, pages 14 (Non-Academic Challenges) and Attachment-24 (Transportation, Food and Auxiliary Services) or as otherwise provided in a specific transportation plan attached to and make a part of this Agreement as Exhibit.

### **Section 5.11 Staff Qualifications**

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

### **Section 5.12 Contracting for Services**

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

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

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

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

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

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

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

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



## ARTICLE VI: ENROLLMENT

### Section 6.1 Enrollment Policy

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

### Section 6.2 Maximum Enrollment

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

### Section 6.3 Annual Enrollment Review

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

### Section 6.4 Enrollment Plan

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

Enrollment Projections for Woodland Prep												
Grades	YEAR-1		YEAR-2		YEAR-3		YEAR-4		YEAR-5		At Capacity	
	2020-21		2021-22		2022-23		2023-24		2024-25			
	Section	Enrollment	Section	Enrollment	Section	Enrollment	Section	Enrollment	Section	Enrollment	Section	Enrollment
Pre-K	1	20	2	40	2	40	2	40	2	40	2	40
K	2	48	2	48	2	48	2	48	2	48	2	48
1	2	48	2	48	2	48	2	48	2	48	2	48
2	1	24	2	48	2	48	2	48	2	48	2	48
3	1	24	1	24	2	48	2	48	2	48	2	48
4	1	24	1	24	1	24	2	48	1	24	2	48
5	1	24	1	24	2	48	2	48	2	48	2	48
6	1	24	1	24	1	24	2	48	2	48	2	48
7	1	24	1	24	1	24	1	24	2	48	2	48
8	1	24	1	24	1	24	1	24	1	24	2	48
9			1	24	1	24	1	24	1	24	2	48
10					1	24	1	24	1	24	2	48
11							1	24	1	24	2	48
12									1	24	2	48
Total	12	284	15	352	18	424	21	496	22	520	28	664

The School shall use its best efforts to ensure that all grade-specific enrollment targets are met. Failure to meet said targets shall not necessarily be grounds for disciplinary proceedings up to and including revocation unless such are, in the opinion of the Commission, vastly disproportionate to the agreed upon projected enrollment

numbers

**Section 6.5 Student Records**

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

**Section 6.5 Student Information System**

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

## ARTICLE VII: TUITION OR FEES

### Section 7.1 Tuition or School Fees

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

Anticipated fees are detailed in the following list:

N/A



## ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY

### Section 8.1 Educational Program Terms and Design Elements

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

### Section 8.2 Assessments

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

### Section 8.3 English Learners

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

### Section 8.4 Students with Disabilities

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

## ARTICLE IX: FINANCIAL ACCOUNTABILITY

### Section 9.1 Legal and Accounting Compliance

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

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

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

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

The School will utilize the same financial accounting system and procedures as non-charter public schools. The School shall utilize the financial accounting and payroll software programs used by non-charter Alabama public schools. Beginning June 1, 2020, the School will post monthly financial reports and check registers on the School's website within forty-five (45) days of the end of each month. Likewise, the School will post an annual financial report on the School's website within forty-five (45) days of the end of the fiscal year.

### Section 9.2 Budget

The Commission may require the School to revise start-up and five-year budgets included in the charter school application, including revisions necessitated by any delay granted by the Commission in the opening date of the School. The School will provide an updated budget to the Commission no later than 7 days after the Commission requests such a budget. The School will also provide, upon request of the Commission, a certified financial statement no later than 30 days after such a request.

### Section 9.3 Annual Budget Statement

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

### Section 9.4 School Funds

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

## ARTICLE X: SCHOOL FACILITIES

### Section 10.1 Accessibility

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

### Section 10.2 Health and Safety

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

### Section 10.3 School Location

The School shall provide evidence that it has secured a location that is acceptable to the Commission by July 25, 2019. The School may move its location(s) only after obtaining written approval from the Commission, subject to such terms and conditions as may be specified. Any change in the location of the School shall be consistent with the Application and acceptable to the Commission. Attachment 7: Physical Plant contains the address and description of the approved facility.

### Section 10.4 Inspections

The Commission (or the Commission's designee) shall 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. Failure by the School to allow the aforementioned access, inspection, review, and monitoring is a substantial and material breach of this Contract and shall be grounds for the immediate initiation of disciplinary proceedings, up to and including revocation proceedings.





## ARTICLE XI: EMPLOYMENT

### Section 11.1 No Employee or Agency Relationship

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

### Section 11.2 Retirement Plan/Insurance

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

### Section 11.3 Background Checks

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

### Section 11.4 Immigration

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



## **ARTICLE XII: INSURANCE AND LEGAL LIABILITIES**

### **Section 12.1 Insurance**

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

### **Section 12.2 Limitation of Liabilities**

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

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

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

## ARTICLE XIII: OVERSIGHT AND ACCOUNTABILITY

### Section 13.1 School Performance Framework

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

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

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

**A set of performance framework was developed and listed on pages 129 – 133 of the charter application. Learning standards are also listed in Attachment-3 of the charter application.**

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

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

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

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

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

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

### **Section 14.2 Right to Review**

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

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

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

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

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

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



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

### Section 15.1 Breach by the School

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

### Section 15.2 Termination by the Commission

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

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

### Section 15.3 Non-Renewal by the Commission

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

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

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

**Section 15.4 Termination by the School**

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

**Section 15.5 Dissolution**

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

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

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



## ARTICLE XVI: MISCELLANEOUS PROVISIONS

### Section 16.1 Records Retention

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

### Section 16.2 Confidential Information

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

**ARTICLE XVII: NOTICE****Section 17.1 Notice**

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

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

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective July 25, 2019. APPROVED

BY A QUORUM OF THE COMMISSION ON June 7, 2019:

  
\_\_\_\_\_  
Mac Buttram, Chair  
Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:

  
\_\_\_\_\_  
Thad Becton, President  
Woodland Preparatory  
Charter School Governing Board

## **APPENDICES**

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

**Attachment 2: Governance Documents**

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

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

**Attachment 5: Conflict of Interest Policy**

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

**Attachment 7: Physical Plant**

**Attachment 8: Statement of Assurances**

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

**Attachment 10: Enrollment Policy**

**Attachment 11: Request for Proposals**

**Attachment 12: Public Charter School Application**

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

TASK	DUE DATE	STATUS/NOTES	COMPLETE
<b>School Facility/Physical Plant:</b>			
Provide the proposed location of the School; identify timeline for completion and costs.	Upon execution, including an updated projected timeline		
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.	Upon execution and updated, if applicable		
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.	Upon execution and updated, if applicable		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	1/31/2020		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	01/31/2020		
<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 are on file with the Commission.	Upon execution and updated, if applicable		
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.	Upon execution and updated, if applicable		
The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP).	Upon execution and updated, if applicable		

TASK	DUE DATE	STATUS/NOTES	COMPLETE
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.	Upon execution and updated, if applicable		
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.	Upon execution		
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.	Within five (5) days of execution		
Beginning January 31, 2020, evidence that students representing 30% of the total projected fall enrollment for year one (1) have submitted applications and have been accepted will be provided, including an affidavit attesting to the same and/or the Commission's designee shall be permitted to inspect the submitted student applications and records to verify their accuracy and completeness. Following that, by the end of February 2020, evidence of 10 additional and accepted student applications will be provided in the same manner. By the end of March 2020, evidence of 15 additional and accepted student applications will be provided in the same manner. By the end of April 2020, evidence of 30 additional and accepted student applications will be provided in the same manner. By May 31, 2020, evidence of 30 additional and accepted student applicants will be provided in the same manner. By June 30, 2020, evidence that students representing 80% of the projected fall enrollment for year one (1) have registered will be provided, including name, address, grade, and prior school attended. All evidence shall be certified by affidavit.	Signed affidavit(s) by Governing Board Chair certifying registration and/or accepted student applications concerning total projected fall enrollment for year one (1) by established deadlines, including monthly affidavit(s) beginning February 2020 with the same being due by the		



TASK	DUE DATE	STATUS/NOTES	COMPLETE
	last day of each month		
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.	Upon execution and updated, if applicable		
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> .	Upon execution and updated and in Virtual Alabama by 06/01/2020		
The School shall conduct meaningful community engagement activities, including, but not limited to, open houses, workshops, surveys, picnics, and focus or advisory groups.	Ongoing, with at least one (1) event every six (6) weeks		
<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.	12/01/2019		
State assessment schedule is on file with the Commission.	05/30/2020		
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.	06/30/2020		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	04/30/2020		
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).	05/30/2020		
The School has provided evidence of an adequate staff configuration to meet the educational program terms outlined in the charter, its legal obligations, and the needs of all enrolled students (% of staff positions filled) and/or a plan for filling open positions.	06/30/2020		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	06/30/2020 ongoing		

TASK	DUE DATE	STATUS/NOTES	COMPLETE
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.	05/30/2020		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	07/30/2020 ongoing		
<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.	Upon execution and updated, if applicable		
Evidence is provided that membership on the Governing Board of Directors is <b>complete</b> 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). Any recent vacancies must be filled.	Upon execution and updated, if applicable		
Resume of each Governing Board member is on file with the Commission.	Upon execution and updated, if applicable		
Governing Board disclosure forms are complete and on file with the Commission.	Upon execution and updated, if applicable		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	Upon execution and updated, if applicable		
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.	06/30/2020		

TASK	DUE DATE	STATUS/NOTES	COMPLETE
<b>Budget:</b>			
Submit a quarterly certified financial statement of total income and expenses, which shall also include as an attachment or otherwise evidence of any funds raised or received by the School or property donated to the School from private and/or public sources, including the amount raised or received and the nature of said funding so as to differentiate between funds granted to the school and funds loaned to the School for which repayment may be required.	Ongoing beginning with the 2019 3 <sup>rd</sup> quarter certified financial statement with statements being due October 15, 2019, January 15, 2020 and April 15, 2020		
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.	11/30/2019		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission.	11/30/2019		
Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.	02/01/2020		
School is responsible maintain and updating online platforms for compliance.	Ongoing		

**Note:**

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

## **Attachment 2: Governance Documents**

**See Exhibit-01: Governance Documents for WCSF**



### Attachment 3: Governing Board Roster and Disclosures

Governing Board Roster						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
Chairman	Thad Becton				1/1/2018	1/1/2021
Vice-Chair	Paul Brown, Jr				1/1/2018	resigned
Secretary	Jacob Snow				1/1/2018	1/1/2021
Treasure	Leo Leddon, Jr.				1/1/2018	1/1/2021
Member	Nancy Alston				1/1/2018	1/1/2021
Member	Catherine Ganus				6/4/2018	resigned
Member	Peyton Deese				6/4/2018	resigned

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

**See Exhibit-02: Complete Board Member Disclosure Form for All Board Members**

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

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

- ☐ 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.

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#### 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

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#### 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 the XX Public 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

<b>School Name:</b>	<b><i>Woodland Prep</i></b>
<b>Mission:</b>	<i>Our mission is to equip our students with 21st century skills by providing a safe and collaborative environment which will cultivate their individual academic and social development.</i>
<b>Vision:</b>	<i>Our Vision is to enable students to succeed in school and in the workplace, to provide an option for students to enter careers with 21st century skills. We believe that this will lead students to becoming productive and responsible citizens.</i>
<b>Objectives:</b>	<i>Woodland Prep's objectives are increase high school graduation rates, teaching STEM education and providing social emotional support, increase students' achievement, and increase post-secondary and career readiness.</i>
<b>Goals:</b>	<p><i>Goal 1: Woodland Prep students will meet and exceed local county and state proficiency levels in ELA and Math.</i></p> <p><i>Goal 2: All students who take MAP will show growth in their academic performance as measured by NWEA- MAP.</i></p> <p><i>Goal 3: Students will participate in a PBL and/or scientific project to demonstrate their understanding of scientific process</i></p> <p><i>Goal 4: Woodland Prep will maintain a daily attendance average rate of 90% or above or the attendance rate will be higher than the average at local counterpart schools.</i></p> <p><i>Goal 5: Each year, Woodland Prep will reach and exceed its targeted enrollment numbers.</i></p> <p><i>Goal 6: Returning students enrollment will be 85% or above.</i></p> <p><i>Goal 7: 95% of students will be promoted to the next grade level.</i></p> <p><i>Goal 8: Woodland Prep will exceed local county and state graduation rates.</i></p> <p><i>Goal 9: In grades 9-12: Students will complete at least 75-hour community volunteer hours to graduate.</i></p> <p><i>Goal 10: In grade 3-12, by the end of third year 65% or students will participate in at least one after school club.</i></p>
<b>Education Program Term #1:</b>	<i>Continuous Improvement: The continuous improvement (also known as Deming Cycle) is a problem solving process that embodies ongoing efforts to improve outcomes. In this approach, change occurs both quickly and incrementally, as organizations learn from experience while testing and refining strategies to produce better results. It is unanimously agreed that improving the K-12 education system is a priority, especially in the low income-earning urban areas. Continuous improvement is a new and promising approach that is being used in public education in many states.</i>
<b>Education Program Term #2:</b>	<i>Project-Based Learning: The project-based learning will be utilized to help us engage students in active learning processes and enable teachers to observe and assess areas of students' strengths and struggles. Project-based is proven to facilitate deeper conceptual understanding of academic content through hands-on activities.</i>

<b>Education Program Term #3:</b>	<i>Social Emotional Learning: The SEL is a systematic, evidence-based approach to teach students how to achieve goals, understand and manage emotions, build empathy, forge relationships, and make responsible decisions. Students need a supportive and socially nurturing educational environment that promotes high levels of engagement through active learning experiences. The proposed school program will promote high levels of literacy and academic achievement through a multifaceted view of students' educational requirements. We believe that, in addition to a rigorous educational program, the foundation for students' future success depends on their developmental, social and emotional growth in a positive learning environment. Research conducted on the social-cognitive theory of learning demonstrates that a student's self-efficacy influences his or her academic achievement.</i>
<b>Geographic Area Served:</b>	<i>Students in Washington County are given priority over students from other counties.</i>
<b>Location:</b>	<i>TBD</i>
<b>Grades Served 2020-2021:</b>	<i>Pre-K to 8 Grades</i>
<b>Grades Served at Capacity:</b>	<i>Pre-K to 12</i>
<b>Projected Enrollment 2020-2021:</b>	<i>284</i>
<b>Projected Enrollment at Capacity:</b>	<i>664</i>
<b>Educational Service Provider:</b>	<i>Unity School Services</i>

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

## Attachment 5: Conflict of Interest Policy

See Exhibit-03: Conflict of Interest Policy for WCSF

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

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



11. ESP agreements shall contain a provision that if the ESP procures equipment, materials, and supplies at the request of or on behalf of the Contract School, the ESP shall not include any added fees or charges with the cost of equipment, materials, and supplies purchased from third parties.
12. ESP agreements must contain a provision that clearly allocates the respective proprietary rights of the Contract School Governing Board and the ESP to curriculum or educational materials. At a minimum, ESP agreements shall provide that the Contract School owns all proprietary rights to curriculum or educational materials that (i) are both directly developed and paid for by the Contract School; or (ii) were developed by the ESP at the direction of the Contract School Governing Board with Contract School funds dedicated for the specific purpose of developing such curriculum or materials. ESP agreements may also include a provision that restricts the Contract School's proprietary rights over curriculum or educational materials that are developed by the ESP from funds from the Contract School or that are not otherwise dedicated for the specific purpose of developing Contract School curriculum or educational materials. All ESP agreements shall recognize that the ESP's educational materials and teaching techniques used by the Contract School are subject to state disclosure laws and the Open Records Act.
13. ESP agreements involving employees must be clear about which persons or positions are employees of the ESP, and which persons or positions are employees of the Contract School. If the ESP leases employees to the Contract School, the ESP agreement must provide that the leasing company accepts full liability for benefits, salaries, worker's compensation, unemployment compensation and liability insurance for its employees leased to the Contract School or working on Contract School operations. If the Contract School is staffed through an employee leasing agreement, legal confirmation must be provided to the Contract School Governing Board that the employment structure qualifies as employee leasing.
14. ESP agreements must contain insurance and indemnification provisions outlining the coverage the ESP will obtain. The ESP's insurance is separate from and in addition to the insurance for the Contract School Governing Board that is required according to the Contract. Insurance coverage must take into account whether or not staff at the school are employees of the ESP or the School.
15. Marketing and development costs paid by or charged to the Contract School shall be limited to those costs specific to the Contract School program and shall not include any costs for the marketing and development of the ESP.
16. If the Contract School intends to enter into a lease, execute promissory notes or other negotiable instruments, or enter into a lease-purchase agreement or other financing relationships with the ESP, then such agreements must be separately documented and not be a part of or incorporated into the ESP agreement. Such agreements must be consistent with the school's authority to terminate the ESP agreement and continue operation of the School.

## Attachment 7: Physical Plant

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

Physical Plan Description	: To be determined by September 30 <sup>th</sup> , 2018
Site Plans	: To be submitted by September 30 <sup>th</sup> , 2018
Floor Plans	: To be submitted by September 30 <sup>th</sup> , 2018
Lease Agreement	: To be submitted by October 30 <sup>th</sup> , 2018
Certificate of Use and Occupancy	: To be provided by January 10, 2020

**Charter School  
Physical Plant Description**

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

Address : TBD by September 30th, 2018

Description : TBD by September 30th, 2018

Configuration of Grade Levels : K to 8 in year-1 and K to 12 at full capacity

Term of Use : TBD

Term of Contract : TBD

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



## Attachment 8: Statement of Assurances

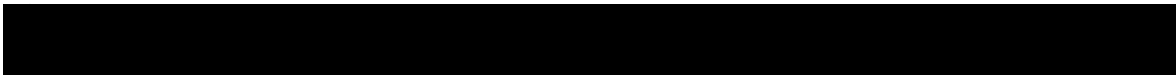
### STATEMENT OF ASSURANCES

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

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

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



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

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

30. The School has disclosed any real, potential, or perceived conflicts of interest that could impact the approval or operation of the School.
31. The School shall, within sixty days of approval of its charter application, execute a charter contract with the Commission, containing the terms set forth by the Commission and the terms required by the Act, as well as future rules adopted by the Commission.
32. The School shall meet any reasonable preopening requirements or conditions imposed by the Commission, including, but not limited to, requirements or conditions to monitor the start-up progress of the School, to ensure that the School is prepared to open smoothly on the date agreed, and to ensure that the School meets all building, health, safety, insurance, and other legal requirements for school opening.
33. The School shall comply with, and fully participate in, any activity by the Commission that the Commission deems necessary for it to monitor, engage in oversight, and/or engage in corrective action.
34. The School shall comply with any corrective actions or sanctions imposed upon it by the Commission.
35. The School shall comply with all renewal and nonrenewal actions required of it by the Commission or by law.
36. The School shall comply with any nonrenewal of termination actions imposed by the Commission.
37. The School shall report student enrollment in the same manner and based on the same definitions of enrolled students and annual average full-time equivalent enrollment as other public schools.
38. The School shall comply with applicable reporting requirements to receive state or federal funding that is allocated based on student characteristics.
39. The School shall, at all times, maintain all necessary and appropriate insurance coverage.
40. The School shall indemnify and hold harmless the Commission and its officers, directors, agents, and employees, and any successors and assigns from any and all liability, cause of action, or other injury or damage in any way relating to the School or its operation.
41. The School's governing body has adopted a resolution or motion that authorizes the submission of the School's Charter School Application, including all understandings and assurances contained herein, directing and authorizing the School's designated representative to act in connection with the application and to provide such additional information as may be required by the Commission.



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

**Woodland Preparatory**

NAME OF SCHOOL

*Thad Becton*

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

*8-7-19*  
DATE**Thad Becton, President**

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.

### **Performance Review and Ongoing Oversight**

The School must also provide any documents, data, or information that the Commission deems necessary for ongoing oversight, accountability, and compliance monitoring.

## Attachment 10: Enrollment Policy

See Exhibit-04: Enrollment Policy for Woodland Prep

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

**See Exhibit-05: RFP for Charter School Education Management Services for WCSF**

## **Attachment 12: Public Charter School Application**

**See Exhibit-06: Charter School Application**