

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION



PUBLIC CHARTER SCHOOL CONTRACT

2026

CHARTER CONTRACT FOR CHARTER AUTHORIZERS

PURPOSE

Pursuant to the *Alabama School Choice and Opportunity Act* (Alabama Code §§ 16-6F-1 *et seq.*, as supplemented and amended from time to time, the “Act”), the Alabama Public Charter School Commission (the “Commission”) reviews applicable applications; approves or rejects applicable applications; enters into charter contracts with applicants; oversees public charter schools; and decides whether to renew, not renew, or revoke charter contracts. A charter contract is a fixed-term renewable contract between a public charter school and an authorizer (in this case, the 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 the Act.

PUBLIC CHARTER CONTRACT

INSTRUCTIONS

NOTE

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

- [Alabama School Choice and Student Opportunity Act \(Act 2015-3\)](#)
- [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.

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|--|--|
| <ul style="list-style-type: none"> ● Terms and Conditions ● Parties ● Recitals ● Article I: Purpose, Term and Conditions Precedent ● Article II: Definitions ● Article III: School's Purpose ● Article IV: Governance ● Article V: General Operational Requirements ● Article VI: Enrollment ● Article VII: Tuition and Fees ● Article VIII: Educational Program/Academic | <ul style="list-style-type: none"> Accountability ● Article IX: Financial Accountability ● Article X: School Facilities ● Article XI: Employment ● Article XII: Insurance and Legal Liabilities ● Article XIII: Oversight and Accountability ● Article XIV: Commission's Rights and Responsibilities ● Article XV: Breach of Contract, Termination, and Dissolution ● Article XVI: Miscellaneous Provisions ● Article XVII: Notice |
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ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

PUBLIC CHARTER SCHOOL CONTRACT

Issue Date: – July 2, 2026

CHARTER SCHOOL CONTRACT
FOR THE OPERATION OF

PARTIES:

Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

CA Fredd, Jr. Career and Technical Education Academy Board of Directors

EIN: 99-4902291

CONTENTS

PARTIES	77
ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT	88
Section 1.1 Purpose	8
Section 1.2 Term of Contract	8
Section 1.3 Pre-Opening Conditions	8
ARTICLE II: DEFINITIONS	9
ARTICLE III: SCHOOL’S PURPOSE	111
Section 3.1 Executive Summary	111
Section 3.2 Mission and Vision	122
ARTICLE IV: GOVERNANCE	13
Section 4.1 Governance	133
Section 4.2 Governance Documents	133
Section 4.3 Non-Profit Status	133
Section 4.4 Organizational Structure and Plan	133
Section 4.5 Composition	133
Section 4.6 Change in Status or Governance Documents	133
Section 4.7 Conflicts of Interest	144
Section 4.8 Open Meetings	144
ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS	1515
Section 5.1 General Compliance	1515
Section 5.2 Public School Status	1515
Section 5.3 Nonsectarian Status	1515
Section 5.4 Access to Individuals and Documents	1515
Section 5.5 Ethics	1515
Section 5.6 Record Keeping	1515
Section 5.7 Non-Discrimination	1515
Section 5.9 School Closure/Assets	1616
Section 5.10 Transportation	1616
Section 5.11 Staff Qualifications	1616
Section 5.12 Contracting for Services	1616

Section 5.13 Transaction with Affiliates	1717
ARTICLE VI: ENROLLMENT	1818
Section 6.1 Enrollment Policy	18
Section 6.2 Maximum Enrollment	18
Section 6.3 Annual Enrollment Review	18
Section 6.4 Enrollment Plan	18
Section 6.5 Student Records	19
Section 6.5 Student Information System	19
ARTICLE VII: TUITION OR FEES	200
Section 7.1 Tuition or School Fees	200
ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY	211
Section 8.1 Educational Program Terms and Design Elements	211
Section 8.2 Assessments	211
Section 8.3 English Learners	211
Section 8.4 Students with Disabilities	211
ARTICLE IX: FINANCIAL ACCOUNTABILITY	222
Section 9.1 Legal and Accounting Compliance	222
Section 9.2 Budget	222
Section 9.3 Annual Budget Statement	222
Section 9.4 School Funds	222
ARTICLE X: SCHOOL FACILITIES	2323
Section 10.1 Accessibility	2323
Section 10.2 Health and Safety	2323
Section 10.3 School Location	2323
Section 10.4 Inspections	2323
ARTICLE XI: EMPLOYMENT	2424
Section 11.1 No Employee or Agency Relationship	2424
Section 11.2 Retirement Plan/Insurance	2424
Section 11.3 Background Checks	2424
Section 11.4 Immigration	2424
ARTICLE XII: INSURANCE AND LEGAL LIABILITIES	2525

Section 12.1 Insurance	2525
Section 12.2 Limitation of Liabilities	2525
Section 12.3 Faith and/or Credit Contracts with Third Parties	2525
ARTICLE XIII: OVERSIGHT AND ACCOUNTABILITY	2626
Section 13.1 School Performance Framework	2626
ARTICLE XIV: COMMISSION'S RIGHTS AND RESPONSIBILITIES	2727
Section 14.1 Oversight and Enforcement	2727
Section 14.2 Right to Review	2727
Section 14.3 Notification of Perceived Problems	2727
Section 14.4 Reports by the Commission	2727
ARTICLE XV: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION	28
Section 15.1 Breach by the School	28
Section 15.2 Termination by the Commission	28
Section 15.3 Non-Renewal by the Commission	28
Section 15.4 Termination by the School	29
Section 15.5 Dissolution	29
Section 15.6 Disposition of Assets upon Termination or Dissolution	29
ARTICLE XVI: MISCELLANEOUS PROVISIONS	300
Section 16.1 Records Retention	300
Section 16.2 Confidential Information	300
ARTICLE XVII: NOTICE	311
Section 17.1 Notice	311
APPENDICES	32
Attachment 1: Pre-Opening Process and Conditions	333
Attachment 2: Governance Documents	38
Attachment 3: Governing Board Roster and Disclosures	533
Attachment 4: Educational Program Terms and Design Elements	6969
Attachment 5: Conflict of Interest Policy	71
Attachment 6: Education Service Provider (ESP) Contract Guidelines	7575
Attachment 7: Physical Plant	7777
Attachment 8: Statement of Assurances	8383

Attachment 9: Identification of Documentation Required for Annual Performance Report	8888
Attachment 10: Enrollment Policy	9090
Attachment 11: Request for Proposals for Service Providers	9595
Attachment 12: Public Charter School Application	9696

PARTIES

This agreement is executed on this 2nd day of July, 2026 and between the Alabama Public Charter School Commission and CA Fredd, Jr. Career and Technical Academy Board of Directors (“Governing Board”), for the operation of CA Fredd, Jr. Career and Technical Academy (the “School”).

ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT

Section 1.1 Purpose

This Charter Contract outlines the roles, powers, responsibilities, and performance expectations for the Governing Board's establishment and operation of CA Fredd, Jr. Career and Technical Academy, a public charter school. The Governing Board must comply with all of the terms and provisions of this Charter 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 (5) operating years ("Charter Term"). The Charter Term shall commence 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 authorizer of no less than one hundred eighty (180) days prior to the original date of opening. If the school requires an opening delay of more than one year, the school shall request an extension from its authorizer. The authorizer may grant or deny the extension depending on the particular school's circumstances. Ala. Code § 16-6F-7.

Section 1.3 Pre-Opening Conditions

The School shall meet all of the Pre-Opening Conditions identified in Attachment 1: Pre-Opening Process and Conditions by the dates specified. Satisfaction of all Pre-Opening Conditions is a condition precedent to the formation of a contract. Upon written request by 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 Charter Contract, and in addition to the terms defined throughout this Charter 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 codified in §§ 16-6F-1 *et seq.*, Code of Alabama (1975), as supplemented and amended from time to time, 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. For purposes of this Charter Contract, the Applicant is CA Fredd Career and Technical Academy Board of Directors.

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 Charter Contract.

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

DEPARTMENT. The Alabama State Department of Education.

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

FISCAL YEAR. October 1 through September 30.

GOVERNING BOARD. The independent board of a public charter school that is party to this Charter Contract with the authorizer. A governing board shall have at least twenty percent (20%) 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 twenty percent (20%) membership requirement may be satisfied by parents who intend to have their students attend the public charter school.

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

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

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

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

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

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

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

SCHOOL YEAR. July 1 through June 30.

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

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

STATE. The State of Alabama.

STATE SUPERINTENDENT. The State Superintendent of Education.

ARTICLE III: SCHOOL’S PURPOSE

Section 3.1 Executive Summary

Executive Summary

C.A. Fredd Jr. Career and Technical Academy (“CFCTA”) is an approved public charter high school designed to serve students across Tuscaloosa County and the broader West Alabama region through a rigorous, workforce-connected, early college model. The Academy’s mission is to prepare students for high-wage, high-demand careers through the integration of college preparatory academics, Career and Technical Education (CTE), structured apprenticeship experiences, and industry-recognized credential attainment.

CFCTA will serve grades nine (9) through twelve (12) and will open with ninth (9th) grade before expanding by one (1) grade level annually to full enrollment. The school anticipates serving four hundred (400) students at full capacity, with a targeted focus on students from underserved communities who may lack access to structured career pathways, dual enrollment opportunities, and workforce-connected learning experiences.

The school is intentionally designed as a fully immersive career-centered high school rather than a traditional comprehensive model with isolated CTE electives. Academic instruction will be integrated with career preparation through four primary pathways:

- Advanced Manufacturing
- Healthcare
- Construction Trades
- Education/Teaching

CFCTA’s educational framework combines evidence-based instructional practices, including Project-Based Learning (PBL), Competency-Based Education (CBE), dual enrollment, and work-based learning experiences aligned with Alabama workforce priorities. Students will engage in applied, real-world instruction connected to regional labor market needs while earning college credit and stackable industry credentials prior to graduation.

A distinguishing feature of the Academy is its Four-Tier Apprenticeship and Internship Model, which progressively exposes students to career exploration, mentorship, technical training, and workplace readiness experiences throughout high school. Students will participate in structured internships, industry-aligned projects, employer mentorships, and capstone experiences designed to strengthen both academic achievement and workforce preparation.

The Academy’s mission-specific outcomes include:

- Increased academic proficiency and graduation readiness
- Postsecondary enrollment and dual enrollment success

- Industry credential attainment
- Workforce readiness and apprenticeship progression

CFCTA's governance structure is grounded in fiduciary accountability, strategic oversight, ethical governance, and operational transparency. The governing board will maintain responsibility for policy oversight, financial stewardship, charter accountability, and evaluation of school leadership, while day-to-day operations will be managed by the Head of School.

The Academy has demonstrated significant community support through partnerships with local employers, workforce organizations, faith-based institutions, colleges, and community stakeholders. The proposed model aligns directly with Alabama's workforce development priorities, including expansion of apprenticeship opportunities, credential attainment, and workforce pipeline development in high-demand industries.

To support successful implementation, CFCTA has developed a comprehensive 24-month pre-opening plan that includes phased development of governance systems, staffing, curriculum design, facilities development, enrollment systems, compliance structures, financial controls, employer partnerships, and operational readiness activities. The pre-opening schedule reflects a disciplined implementation strategy intended to ensure organizational stability and long-term sustainability prior to student enrollment.

Through its integrated academic and workforce model, C.A. Fredd Jr. Career and Technical Academy seeks to expand educational opportunity, strengthen regional workforce development, and prepare students to graduate with the knowledge, credentials, and professional experiences necessary to succeed in college, careers, and civic life.

Section 3.2 Mission and Vision

The mission of C.A. Fredd Jr. Career and Technical Academy is to prepare students across Tuscaloosa and West Alabama for high-wage, high-demand careers through an immersive early college and career-connected model that integrates rigorous academics, structured apprenticeship pathways, and industry-recognized credentials. Through shared values of opportunity, empowerment, respect, and excellence, every graduate will earn a diploma, college credit, and workforce certifications, equipping them with the skills, confidence, and opportunity to lead in Alabama's evolving economy.

C.A. Fredd Jr. Career and Technical Academy envisions becoming Tuscaloosa County's premier early college and apprenticeship-embedded high school, expanding equitable access to high-quality, career-connected education for students historically underserved by traditional models. The Academy will function as a transformative hub where high school students gain equitable access to high-quality academic instruction, robust career and technical education (CTE), and comprehensive social-emotional supports that prepare them to lead successful, purpose-driven lives.

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 Charter 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 Charter 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 Charter 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 Charter 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, this Charter Contract, and 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, as amended from time to time with written notice to the Commission of any such amendments, 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 Charter Term, exempt from taxation pursuant to Section 501(c)(3) of the Internal Revenue Code of 1986, as amended.

Section 4.4 Organizational Structure and Plan

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

Section 4.5 Composition

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

Section 4.6 Change in Status or Governance Documents

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

Section 4.7 Conflicts of Interest

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

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

In no event shall the Governing Board be composed of voting members a majority of which are directors, officers, employees, agents, or otherwise affiliated with any single entity (with the exception of the School itself or of another charter school) regardless of whether the entity is affiliated or is otherwise partnered with the School. 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 Charter Contract is fully executed, the Governing Board shall be subject to and comply with the Alabama Open Meetings Act and public records laws, including submitting an annual Governing Board meeting schedule with dates, times, and locations to the Commission, and assuring the Commission that the meetings are posted on the School website, if available.

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 Charter Contract, and the Commission policies, as may be amended from time to time.

Section 5.2 Public School Status

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

Section 5.3 Nonsectarian Status

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

Section 5.4 Access to Individuals and Documents

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

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. Ala. Code § 16-6F-9. It shall be the duty and obligation of all such individuals to maintain and ensure compliance with the Alabama Ethics Laws. In the event that it is discovered or determined that any such individual is not in compliance with the Alabama Ethics Law in relation to their employment or activities related to the School, the Governing Board or School administration shall take immediate and appropriate action. Board members must also submit a statement of economic interest each year with the Ethics Commission.

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

Section 5.9 School Closure/Assets

In the event of closure of the School for any reason, the Commission shall oversee and work with the Governing Board 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, on pages 260 and 321.

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 Charter 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 Charter 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 ninety (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 School's Code of Ethics and Conflict of Interest Policy or the terms of this Charter 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 (10%) or more, and the term "person" means an individual, partnership, committee, association, corporation or any other organization or group of persons.

ARTICLE VI: ENROLLMENT

Section 6.1 Enrollment Policy

The School shall comply with applicable law and the enrollment policy found in Section 16-6F-5(a) of the Alabama Code and incorporated into this Charter Contract as “Attachment 10: Enrollment Policy.”

Section 6.2 Maximum Enrollment

The capacity of the School shall be determined annually by the Governing Board in conjunction with the authorizer and in consideration of the School's ability to facilitate the academic success of its students, achieve the other objectives specified in this Charter Contract, and ensure that its student enrollment does not exceed the capacity of its facility or site. In no event, however, shall a school deviate from its Enrollment Plan as set forth in Section 6.4 (including, without limitation, by adding or removing grade levels), unless formally approved by the Commission.

Section 6.3 Annual Enrollment Review

As necessary, the maximum enrollment of the School will be adjusted annually by the Governing Board in conjunction with the authorizer and in consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in this Charter 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 Charter Contract are provided in the following table:

Grade Level	Year 1 Enrollment		Year 2 Enrollment		Year 3 Enrollment		Year 4 Enrollment		Year 5 Enrollment	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
6										
7										
8										
9	90	110	90	110	90	110	90	110	90	110
10	90	110	90	110	90	110	90	110	90	110
11			90	110	90	110	90	110	90	110
12					90	110	90	110	90	110

Total	220	270	440	540	660	810	770	945	770	945

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

Section 6.5 Student Records

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

Section 6.6 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:

The Governing Board has not set any student fees; however, if future fees are set, they will be in line with those charged by non-charter public schools, and a student/family's inability to pay student fees shall not prevent students from enrolling in the School.

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 will comply with all assessment protocols and requirements as established by the Department, maintain test security, and administer tests consistent with all Department requirements, provided that such protocols and requirements do not impose an undue burden on the School.

Section 8.3 English Learners

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

Section 8.4 Students with Disabilities

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

ARTICLE IX: FINANCIAL ACCOUNTABILITY

Section 9.1 Legal and Accounting Compliance

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

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

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

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

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

Section 9.2 Budget

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

Section 9.3 Annual Budget Statement

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

Section 9.4 School Funds

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

ARTICLE X: SCHOOL FACILITIES

Section 10.1 Accessibility

The School's facilities shall conform to the *Americans with Disabilities Act* (42 U.S.C. § 12101 et seq.) 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 June 30, 2027. The School may move its location(s) only after obtaining written approval from the Commission, which approval shall not be unreasonably withheld or delayed, subject to such terms and conditions as may be specified. Any expansions, additions, or changes in the location of the School, including the use of modulars or other temporary space, must be approved by the Commission in accordance with the Commission's Facility Approval Policy. Any change in the location of the School shall be consistent with the Application and reasonably acceptable to the Commission. Attachment 7: Physical Plant contains the address and description of the approved facility.

Section 10.4 Inspections

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

ARTICLE XI: EMPLOYMENT

Section 11.1 No Employee or Agency Relationship

Neither the School, its employees, agents, nor contractors are employees or agents of the Commission. The Commission or its employees, agents, or contractors are not employees or agents of the School. None of the provisions of this Charter 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 Charter 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 has taken place prior to the execution of this Charter Contract and 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* (Ala. Code §§ 16-22A-1 *et seq.*), as amended. Generally speaking, a criminal history background information check shall be conducted on all applicants and contractors seeking positions with, and on all current employees of, the School, who have unsupervised access to children.

Section 11.4 Immigration

The Governing Board and the School shall meet the requirements of the *Beason-Hammon Taxpayer and Citizen Protection Act* (Ala. Code §§ 31-13-1 *et seq.*, as amended from time to time). The School may not receive state funds before filing the School's E-Verify Memorandum of Understanding with the Department.

ARTICLE XII: INSURANCE AND LEGAL LIABILITIES

Section 12.1 Insurance

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

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

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

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

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

A set of performance frameworks (singularly, "Performance Framework," and collectively, the "Performance Frameworks"), shall be incorporated into this Charter Contract as Attachment 9. 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 the 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 Charter Contract. It will oversee the School's performance under this Charter 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 Charter Contract.

Section 14.2 Right to Review

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

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

Section 14.3 Notification of Perceived Problems

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

Section 14.4 Reports by the Commission

The Commission shall submit to the State Board of Education a publicly accessible annual report within sixty (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 Charter 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 Charter Contract. In making this determination, the Commission will consider the underlying facts and circumstances including, but not limited to, the severity of the violation as well as the frequency of violations. Material provisions include, but are not limited to, provisions imposing a requirement to comply with the Commission rules and policies and all applicable laws related to the health, safety, and welfare of students.

Section 15.2 Termination by the Commission

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

- a. A material and substantial violation of any of the terms, conditions, standards, or procedures set forth in this Charter 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 this Charter Contract.
- f. Failure to attain the minimum state proficiency standard for public charter schools in each year of their operation and over the Charter Term.
- g. Bankruptcy, insolvency, or substantial delinquency in payments, of the School.
- h. Discovery that the Applicant submitted inaccurate, incomplete, or misleading information in its Application or in response to the Commission's request for information or documentation.
- i. The School's performance falls in the bottom quartile of schools on the State Board of Education's accountability index.

Section 15.3 Non-Renewal by the Commission

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

- a. Commits a material and substantial violation of any of the terms, conditions, standards, or procedures required under the Act or this Charter Contract.
- b. Fails to meet the performance expectations set forth in this Charter 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 this Charter 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 Charter Contract before the end of the Charter Term, it must provide the Commission with notice of the decision immediately after it is made, but no later than ninety (90) days before the closure of the school year. Notice shall be made in writing to the Commission. The School must comply with the Commission's termination protocol.

Section 15.5 Dissolution

Upon termination of this Charter Contract for any reason by the School, upon expiration of this Charter 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 Charter 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 Charter Term.

Section 15.6 Disposition of Assets upon Termination or Dissolution

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

ARTICLE XVI: 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 as of August 7, 2028.

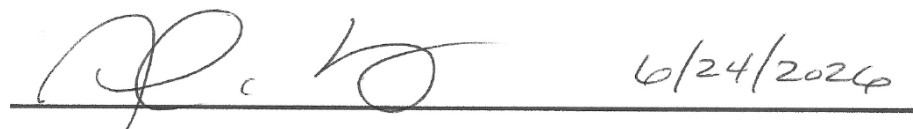
APPROVED BY A QUORUM OF THE COMMISSION ON : May 4, 2026.



July 1, 2026

Dr. Sheila Austin, Chair
Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:



Aubrey Carter, Chair
CA Fredd Career and Technical Academy Charter School Governing Board

APPENDICES

Attachment 1: Pre-Opening Process and Conditions

Attachment 2: Governance Documents

Attachment 3: Governing Board Roster and Disclosures

Attachment 4: Educational Program Terms and Design Elements

Attachment 5: Conflict of Interest Policy

Attachment 6: Education Service Provider (ESP) Contract Guidelines

Attachment 7: Physical Plant

Attachment 8: Statement of Assurances

Attachment 9: Identification of Documentation Required for Annual Performance Report

Attachment 10: Enrollment Policy

Attachment 11: Request for Proposals

Attachment 12: Public Charter School Application

Attachment 1: Pre-Opening Process and Conditions

TASK	DUE DATE	STATUS/NOTES	COMPLETE
School Facility/Physical Plant/Finances:			
Provide the proposed location of the School; identify any repairs/renovations that need to be completed by school opening, the cost of these repairs, the source of funding for the repairs, and a timeline for completion.	06/30/2027		
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.	09/15/2027		
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.	10/31/2027		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	07/31/2027		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy and Division of Construction Management approval is on file with the Commission.	05/01/2028		
The School has evidence of at least \$250,000 in confirmed or verifiably committed funding.	04/30/2028		
School Operations:			
Governing Board approved (with signature page and date) special education policies and procedures. In addition, evidence of submission of policies and procedures to the Department and approval from the Department are on file with the Commission.	05/31/2028		

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.	06/30/2028		
The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP).	04/30/2028		
Copy of Employee Handbook and related employee communication which include, at a minimum, expectations for employee performance and behavior, compensation and benefit information, emergency response information, annual calendar, hours and length of employment, supervisory obligations, and a description of both informal and formal complaint procedures that employees may pursue in the event of disagreements.	04/30/2028		
The School has provided evidence of a student handbook. Student Handbook must contain, at a minimum, the following: School's mission statement, School's Contact Information, School Calendar, School Attendance Policy, Student Discipline Policy, and Student Rights and Responsibilities.	05/31/2028		
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.	05/31/2028		
Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended.	02/15/2028		
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.	06/30/2028		

The required Safe School Plan consistent with the School mapping information system is on file with the Commission. For more information on a Safe School Plan, please visit: https://www.alsde.edu .	07/31/2028		
The School has formal memorandums of understanding between the School and industry partners that cover 75% of the anticipated internship needs in the first year of operation.	06/30/2028		
PRE-OPENING SITE VISIT: Prior to a School opening, Commission staff will conduct a site visit to verify that that School has completed or is on track to complete each pre-opening condition and confirm the School is ready to open.	07/31/2028		
State assessment schedule is on file with the Commission.	07/31/2028		
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.	04/30/2028		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	06/30/2028		
The School has provided evidence of a working system for the maintenance of a proper audit trail and archiving of grade book/attendance (i.e., attendance logs).	05/31/2028		
The School has provided evidence of an adequate staff configuration to meet the educational program terms outlined in the charter, its legal obligations, and the needs of all enrolled students (% of staff positions filled) and/or a plan for filling open positions.	07/31/2028		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	07/31/2028		

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.	08/10/2028		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	03/30/2028		
School Governance:			
Charter School must submit annual Governing Board meeting schedule including date, time, and location to Commission and assure the Commission that the meetings are posted on School website.	04/30/2028		
Evidence is provided that membership on the Governing Board of Directors is complete and complies with the School's governing board bylaws (i.e., governing board roster with contact information for all board members, identification of officers, and term of service).	04/30/2028		
Resume of each Governing Board member is on file with the Commission.	04/30/2028		
Governing Board disclosure forms are complete and on file with the Commission.	03/31/2028		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	06/30/2028		
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.	05/01/2028		
The school has employed a school leader who has educational expertise and the appropriate credentials.	08/31/2027		

Budget:			
Submit a Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	04/30/2028		
Submit an unaudited Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	09/30/2028		
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.	07/31/2028		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission.	07/31/2028		
Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the Charter Contract.	06/30/2027		

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

BYLAWS OF C. A. FREDD JR. CAREER & TECHNICAL ACADEMY

ARTICLE 1 Offices and Mission Statement

The initial principal office of C. A. Fredd Jr. Career & Technical Academy (the "Corporation") shall be located in **Brookwood, AL**. The Corporation may have such other offices, within the State of Alabama, as the board of directors may determine or as the business of the Corporation may require, upon approval by the charter school authorizer of the Corporation.

The registered office of the Corporation required by the Alabama Business and Nonprofit Entities Code (the "Code") to be maintained in the State of Alabama shall be Dominic D. Combs, PhD. The address of the registered office and the registered agent for service of process may be changed from time to time by the board of directors in the manner provided in the Act.

The Corporation is organized as an Alabama nonprofit Corporation exclusively for educational purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code of 1986 (the "Code"), as amended, or the corresponding section of any future federal tax code, and shall not inure to or otherwise provide private gain of any person. The mission and primary purpose of the Corporation shall be to provide education to all *public-school* students who enroll with the Corporation, with emphasis on [any special focus or mission of the school's educational program, as approved by the charter school authorizer of the Corporation], and consistent with the goals and standards set forth in the Corporation's charter contract approved by the charter school authorizer of the Corporation.

ARTICLE 2 Board of Directors

Section 2.1 Management of Corporation. All corporate powers shall be exercised by or under the authority of, and the business and affairs of the Corporation shall be managed under the direction of, the board of directors, except as otherwise provided by law or the Articles of Incorporation of the Corporation.

Section 2.2 Number, Tenure, and Qualifications. The number of directors constituting the initial board of directors is set forth in the Articles of Incorporation of the Corporation. Thereafter the number of directors may be increased or decreased from time to time by resolution of the board of directors, provided that no decrease in the number of directors shall have the effect of shortening the term of any incumbent director and provided further that the number of directors with voting rights shall never be less than three (3). Directors shall hold office for a term of three (3) years, and until their successors shall have been duly elected and qualified, or until their deaths, or until they shall resign or shall have been removed from

office in the manner provided in the Articles of Incorporation of the Corporation. No director shall serve for more than six consecutive years without a one-year absence from the board. Terms shall be staggered with initial board members serving for either two- or three-year terms to produce approximately half the directors with terms ending in odd years and another half in even years. Directors need not all be residents of the State of Alabama, but at least twenty percent (20%) of the total number of directors serving on the board must be parents of students currently enrolled at the Corporation.

Section 2.3 Election. The initial directors shall serve until the first annual meeting of the board of directors. Thereafter, directors shall be elected by a majority vote of the directors then in office. A director elected to fill a vacancy shall be elected to serve for the unexpired term of his or her predecessor in office, and a director elected to fill a vacancy to be filled by reason of an increase in the number of directors shall be elected to serve a full term of three (3) years.

Section 2.4 Open Meeting Laws. The board of directors and the Corporation are subject to Alabama's open-meeting laws, and all meetings of the board of directors shall be held at the time and place provided in the notice prepared in compliance with the open-meeting laws.

Section 2.5 Annual Meetings. The annual meeting of the board of directors, commencing with the year 2024, shall be held in the month of September on such date, and at such time and place, within the school district where the Corporation is located, as shall be determined by resolution of the board of directors or by the Chair of the Corporation for the purpose of electing directors and for the transaction of such other business as may come before the meeting. The annual meeting shall be held at a time convenient for parents of enrolled students to attend the meeting. At least ten (10) days before the date of the annual meeting, the Chair of the Corporation shall give notice to each member of the board of directors of such meeting in the manner hereinafter provided, setting forth the date, time, and place of the meeting. If the election of directors shall not be held on the day designated for the annual meeting of the board of directors, or at any adjournment thereof, the board of directors shall cause the election to be held at a special meeting of the board of directors as soon thereafter as may be conveniently held.

Section 2.6 Regular and Special Meetings. Meetings of the board of directors, regular or special, must be held within the school district where the Corporation is located and shall be open to the public. Regular meetings may be held upon such notice, if any, and at such time and place as shall be determined by resolution of the board of directors, but all such meetings shall be held at times convenient for parents of enrolled students to attend. Special meetings of the board of directors may be called by the Chair of the Corporation or any director on five (5) days' notice to each director, which notice shall be in writing (a) delivered personally, (b) delivered by mailing to a director at his or her address as it appears in the records of the Corporation, or (c) delivered by electronic mail or facsimile transmission. All special meetings shall be held at times convenient for parents of enrolled students to attend. The Secretary of the Corporation, at the request in writing of the Chair or of any director, shall send such written notice on behalf of the Chair or such director. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, so addressed, with postage thereon prepaid. If by electronic mail or facsimile, such notice shall be deemed to be delivered when the sender receives confirmation that such electronic mail or facsimile transmission has been received by the recipient thereof. The business to be transacted and the

purpose of any special meeting of the board of directors shall be specified in the notice for a special meeting of the board of directors.

Section 2.7 Meeting by Telephone. Members of the board of directors or any committee designated thereby may participate in a meeting of the board or such committee by means of a conference telephone, video conference, or similar communications equipment by means of which all persons participating in the meeting, and all those present at the meeting, can hear each other at the same time, and participation by such means shall constitute presence in person at a meeting.

Section 2.8 Quorum. A majority of the whole number of directors then serving on the board shall constitute a quorum for the transaction of business at any meeting of the board of directors. If less than a majority is present at a meeting, a majority of the directors present may adjourn the meeting from time to time without further notice.

Section 2.9 Voting. Except as otherwise provided in these Bylaws or the Articles of Incorporation of the Corporation, the act of a majority of the directors present at a meeting at which there is a quorum shall be the act of the board of directors.

Section 2.10 Action Without a Meeting. Any action required or permitted to be taken by the board of directors or a committee thereof at a meeting may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the directors or all of the members of the committee, as the case may be. Such consent shall have the same effect as a unanimous vote of the directors or the members of such committee.

Section 2.11 Committees of Directors. The board of directors, by resolution adopted by a majority of the directors present at a meeting at which a quorum is present, may designate one or more committees, each of which shall consist of two (2) or more directors. Committees, to the extent provided by resolution, shall have all powers delegated by the board in the committee charter, except that no such committee shall have the authority to (a) amend, alter, or repeal these bylaws; (b) elect, appoint, or remove any member of any such committee or any director or officer of the Corporation; (c) amend or restate the Articles of Incorporation of the Corporation or its charter contract with its charter school authorizer; (d) adopt a plan of merger or adopt a plan of consolidation with another nonprofit corporation; (e) authorize the sale, lease, exchange, or mortgage of all or substantially all of the property and assets of the Corporation; (f) authorize the voluntary dissolution of the Corporation or revoking proceedings therefor; (g) adopt a plan for the distribution of the assets of the Corporation; or (h) amend, alter, or repeal any action or resolution of the board of directors which by its terms provides that it shall not be amended, altered, or repealed by such committee. Notwithstanding any of the foregoing, if at any meeting of any committee a sufficient number of directors is present to constitute a quorum of the board of directors, that committee meeting shall be conducted in public in the same manner as a regular meeting of the board of directors. Notwithstanding any other provision of this Section, any committee of directors shall comply with Alabama's open-meetings law.

Section 2.12 Compensation and Financial Relationships. The directors of the Corporation shall serve without compensation, but may receive a reasonable amount as reimbursement of expenses incurred in attending to their authorized duties. No director may have a financial relationship with any education-service provider retained by the Corporation, and no director may have a financial relationship with the staff of any entity registered as a charter school authorizer under Alabama law.

Section 2.13 Loans to Employees and Directors. The Corporation shall not lend money to its directors or officers or any family member thereof. Section 2.14 Removal. Any or all of the directors may be removed with or without cause by a majority vote of the entire Board at any special meeting of the Board called for that purpose.

ARTICLE 3 **Officers**

Section 4.1 Positions. The officers of the Corporation shall be elected by the board of directors and shall consist of a Chair, a Vice-Chair, a Secretary, a Treasurer, and such other officers and assistant officers as may be deemed necessary by the board of directors. Any two or more offices may be held by the same person, except the offices of Chair and Secretary.

Section 4.2 Election and Term of Office. The initial officers of the Corporation shall be elected by the board of directors at the first meeting of the board of directors. Thereafter, the officers of the Corporation shall be elected by the board of directors at its annual meeting. Each officer shall hold office at the pleasure of the board of directors from the date of his or her election until the next annual meeting of the board of directors and until his or her successor is duly elected and qualified, or until his or her death or resignation or removal from office in the manner hereinafter provided. In no event shall any one term of an officer be in excess of three years from election.

Section 4.3 Vacancies. A vacancy in any office may be filled only by the board of directors and shall be filled by a majority vote.

Section 4.4 Removal. Any officer may be removed, with or without cause, by majority vote of the board of directors. Election or appointment of an officer shall not of itself create contract rights.

Section 4.5 Duties of Officers. The officers of the Corporation, if and when elected by the board of directors of the Corporation, shall have the following duties:

- a) Chair. The Chair shall, when present, preside at all meetings of the board of directors. Upon approval of the board at a duly called meeting where a quorum is present, the Chair may sign deeds, mortgages, bonds, contracts or other instruments for or on behalf of the Corporation except where required by law to be otherwise signed and executed and except where the signing and execution thereof shall be expressly delegated by the board of directors to some other officer or agent of the Corporation. In general, the Chair shall perform all duties incident to the office of Chair and such other duties as may be prescribed by the board of directors.

- b) Vice-Chair. In the absence of the Chair or in the event of the Chair's death or inability to act, the Vice-Chair (if there be more than one Vice-Chair, the Vice-Chair in the order determined by the board of directors) shall perform the duties of the Chair, and when so acting, shall have all the powers of and be subject to all the restrictions upon the Chair. Any Vice-Chair shall perform such duties as from time to time may be assigned to such Vice-Chair by the Chair or the board of directors.
- c) Secretary. The Secretary shall keep the minutes of the proceedings of the board of directors in one or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these bylaws or as required by law; be custodian of the corporate records and of the seal of the Corporation; see that the seal of the Corporation is affixed to all documents, the execution of which on behalf of the Corporation under its seal is duly authorized; and in general perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the Chair or the board of directors. If there is no Treasurer of the Corporation, the Secretary shall assume the authority and duties of Treasurer. The Secretary shall also be responsible for ensuring that the books and records of the Corporation are maintained and made available for inspection in compliance with Alabama law.
- d) Treasurer. The Treasurer shall keep or cause to be kept complete and accurate accounts of receipts and disbursements of the Corporation. The Treasurer shall present or cause to be presented books of accounts and other books showing the funds and other property of the Corporation, all of which shall be open at all times to the inspection of the Board of Directors. The Treasurer shall present an operating statement and report, since the last preceding regular Board meeting, to the Board at all regular meetings. The Treasurer shall ensure that the policies outlined in the adopted financial policies of the Corporation, including those regarding cash and check disbursements and changes to the approved annual budget, are followed. The Treasurer shall recommend for Board approval an auditor to conduct an annual audit of the corporation.

ARTICLE 4

Waiver of Notice

Whenever any notice is required to be given to any director of the Corporation under the provisions of the Code, the Articles of Incorporation, or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the board of directors or any committee designated thereby need be specified in the waiver of notice. The attendance of a director at a meeting shall constitute a waiver of notice of such meeting, except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened.

ARTICLE 5

General

Section 5.1 Fiscal Year. The fiscal year of the Corporation for income tax and financial accounting purposes shall begin on October 1 and end on September 30.

Section 5.2 Checks and Notes. All checks, drafts or demands for the payment of moneys, notes or other evidence of indebtedness issued in the name of the Corporation shall be signed by an officer or agent of the Corporation and in such manner as shall from time to time be determined by resolution of the board of directors. In the absence of such determination by the board of directors, such instruments shall be signed by the Treasurer or the Secretary and countersigned by the Chair or a Vice-Chair of the Corporation.

Section 5.3 Deposits. All funds of the Corporation shall be deposited to the credit of the Corporation in one or more banks, trust companies or other depositories as the board of directors or the Chair may from time to time designate, upon such terms and conditions as shall be fixed by the board of directors or the Chair. The board of directors or the Chair may from time to time authorize the opening and keeping, with any such depository as may be designated by the board of directors or the Chair, of general and special bank accounts and may make such special rules and regulations with respect thereto, not inconsistent with the provisions of these bylaws, as the board of directors or the Chair may deem necessary.

Section 5.4 Corporate Seal. The board of directors may select a corporate seal and have inscribed thereon the name of the Corporation, the words "Alabama" and "Corporate Seal," and such seal may include the date of incorporation of the Corporation. The seal may be used by causing it or a facsimile thereof to be impressed or affixed or in any manner reproduced.

Section 5.5 Reserved.

Section 5.6 Gifts and Grants. The board of directors may accept on behalf of the Corporation any contribution, gift, bequest, or devise for and consistent with the general purposes, or for and consistent with any specific purpose, of the Corporation.

ARTICLE 6

Exculpation of Directors

Section 6.1 Acts of Director. No director shall be liable to anyone for any acts on behalf of the Corporation or any omissions with respect to the Corporation committed by such director.

Section 6.2 Acts of Other Directors. No director shall be liable to anyone for any act of neglect or default on the part of any one or more of the other directors.

Section 6.3 Indemnification of Directors. A director shall be indemnified against any judgments, expenses, losses, costs, attorney's fees, settlements and other amounts incurred or suffered on account of the director's service as such in accordance with, and subject to meeting the requirements of, the Articles of Incorporation of the Corporation and these Bylaws.

ARTICLE 7

Source and Investment of Funds

Funds for the operation of the Corporation and for the furtherance of its objectives and purposes may be derived from grants and allocations from governmental or private agencies or bodies, donations from

public and private organizations, associations and individuals, and such other sources as may be approved by the board of directors. Except as otherwise provided by law or lawfully directed by any grantor or donor, and except as otherwise required by any written charter contract entered into by the Corporation, the Corporation may retain or dispose of all or any part of any real or personal property acquired by it and invest and reinvest any funds held by it according to the judgment of the board of directors, without being restricted to the class of investments which fiduciaries are or hereafter may be permitted by law to make.

ARTICLE 8

Prohibition Regarding the Use of Funds and Distribution of Assets on Dissolution

No part of the net receipts of the Corporation shall inure to the benefit of any director or officer of the Corporation or any private individual, provided, however, that this prohibition shall not prevent the payment to any person of such reasonable compensation for services actually rendered to or for the Corporation in conformity with these Bylaws. Upon the dissolution of the Corporation, the board of directors shall, after paying or making provision for the payment of all of the liabilities of the Corporation, distribute its assets to a nonprofit fund, foundation, or corporation which is organized and operated exclusively for educational purposes and which has established its tax exempt status under the Code.

ARTICLE 9

Amendment of Bylaws

These bylaws may be altered, amended, or repealed, and new bylaws may be adopted, only by vote of a majority of all of the directors.

CERTIFICATION

I, Roland M. Lewis, as Secretary of C. A. Fredd Jr. Career & Technical Academy Board of Directors, hereby certify that the above and foregoing constitutes a true and correct copy of the original Bylaws of the said corporation adopted by unanimous written consent of the board of directors dated September 12, 2024, and that all provisions are in full force and effect and have not been revoked or rescinded.

Dated the day of September 12, 2024.



Department of the Treasury
Internal Revenue Service
Tax Exempt and Government Entities
PO Box 2508
Cincinnati, OH 45201

UPLIFT AND ELEVATE FOUNDATION
11311 BELLE MEADE WAY
NORTHPORT, AL 35475

Date:
09/26/2025
Employer ID number:
99-4902291
Person to contact:
Name: Cristhine Pereyra
ID number: 10007
Telephone: (877) 829-5500
Accounting period ending:
December 31
Public charity status:
170(b)(1)(A)(ii)
Form 990 / 990-EZ / 990-N required:
Yes
Effective date of exemption:
September 12, 2024
Contribution deductibility:
Yes
Addendum applies:
No
DLN:
26053413005105

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

Stephen A. Martin

Stephen A. Martin
Director, Exempt Organizations
Rulings and Agreements

Letter 947 (Rev. 2-2020)
Catalog Number 35152P

Wes Allen
Secretary of State

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

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

as appears on file and of record in this office, the pages hereto attached, contain a
true, accurate, and literal copy of the Articles of Formation filed on behalf of
Uplift & Elevate Foundation, as received and filed in the Office of the Secretary
of State on 10/28/2024.



20260624000019566

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

06/24/2026

Date

A handwritten signature in dark ink, appearing to read 'Wes Allen', is written over a horizontal line.

Wes Allen

Secretary of State

STATE OF ALABAMA

DOMESTIC NONPROFIT CORPORATION
CERTIFICATE OF INCORPORATION

PURPOSE: In order to form a Nonprofit Corporation under Article 3 of Chapter 1 and Section 10A-3A-2.02 of the Code of Alabama 1975, this Certificate of Incorporation and the appropriate filing fees must be filed with the Office of the Secretary of State. **The information required in this form is required by Title 10A.**

1. The name of the corporation: Uplift & Elevate Foundation
2. **A copy of the Name Reservation certificate from the Office of the Secretary of State must be attached.**
3. This nonprofit corporation (MUST check one):
☒ has Members **or** ☐ has no Members
4. The name of the registered agent (only one agent): Dominic D Combs
 Street (No P.O. Boxes) address of registered office (must be located in Alabama): _____
11311 Belle Meade Way Northport, AL 35475

 *COUNTY of above address: TUSCALOOSA

 Mailing address in Alabama of registered office (if different from street address): _____

5. Purpose for which corporation is formed includes the transaction of any lawful business for which nonprofit corporations may be incorporated in Alabama under Title 10A, Chapter 3A of the Code of Alabama.
6. Period of duration shall be perpetual unless stated otherwise by an attached exhibit.

*County of Registered Agent is required in order to determine distribution of County filing fees.

(For SOS Office Use Only)

Alabama	
Sec. Of State	
001-160-435	DNP
Date	10/28/2024
Time	16:38:00
File	\$100.00
County	\$100.00

Total	\$200.00

DOMESTIC NONPROFIT CORPORATION CERTIFICATE OF INCORPORATION

7. A list of initial Directors names and addresses may be attached to this Certificate of Incorporation.
8. Unless an attachment to this Certificate of Incorporation provides that a change in the number of directors shall be made only by amendment to the Certificate of Incorporation, a change in the number of directors made by amendment to the bylaws shall be controlling. In all other cases, whenever a provision of the Certificate of Incorporation is inconsistent with a bylaw, the provision of the Certificate of Incorporation shall be controlling.
9. Pursuant to Section 10A-3A-2.02(b)(4), a director shall not be liable to the nonprofit corporation or its members for money damages for any action taken, or any failure to take any action, as a director, except liability for (i) the amount of a financial benefit received by a director to which the director is not entitled, (ii) an intentional infliction of harm on the nonprofit corporation or its members, (iii) a violation of Section 10A-3A-8.32, or (iv) an intentional violation of criminal law.

☒ Attached are any other provisions that are not inconsistent with law relating to organization, ownership, governance, business, or regulation of the internal affairs of the nonprofit corporation, including any provisions for distribution of assets on dissolution or final liquidation. Failure to include certain provisions could mean that the entity will not qualify for tax exemption under Section 501(c)(3) of the Internal Revenue Code.

Name, address and signature of all Incorporators. (The entity cannot be listed as an Incorporator):
MUST PROVIDE AT LEAST ONE INCORPORATOR

The name of the Incorporator: See attached

Street (No P.O. Boxes) address of Incorporator: _____

Mailing address (if different): _____

/ /
 Date (MM/DD/YYYY) Signature of Incorporator

The name of the Incorporator: _____

Street (No P.O. Boxes) address of Incorporator: _____

Mailing address (if different): _____

/ /
 Date (MM/DD/YYYY) Signature of Incorporator

DOMESTIC NONPROFIT CORPORATION CERTIFICATE OF INCORPORATIONAny additional Incorporators:

The name of the Incorporator: _____

Street (No P.O. Boxes) address of Incorporator: _____

Mailing address (if different): _____

 / /
 Date (MM/DD/YYYY)

Signature of Incorporator

The name of the Incorporator: _____

Street (No P.O. Boxes) address of Incorporator: _____

Mailing address (if different): _____

 / /
 Date (MM/DD/YYYY)

Signature of Incorporator

The name of the Incorporator: _____

Street (No P.O. Boxes) address of Incorporator: _____

Mailing address (if different): _____

 / /
 Date (MM/DD/YYYY)

Signature of Incorporator

Name, address and signature of all Incorporators.
(The entity cannot be listed as an Incorporator)

Additional Details

Incorporators		
Incorporator	Street Address	Mailing Address
Roland M Lewis	2540 Twin Manor Northport, AL 35476	2540 Twin Manor Northport, AL 35476
Dan W Johnson	171 Roscommon Rd Tuscaloosa, AL 35405	171 Roscommon Rd Tuscaloosa, AL 35405
Dominic D Combs	11311 Belle Meade Way Northport, AL 35475	11311 Belle Meade Way Northport, AL 35475

Wes Allen
Secretary of State

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

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

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

Uplift & Elevate Foundation

This name reservation is for the exclusive use of Dominic D Combs, 11311 Belle
Meade Way, Northport, AL 35475 for a period of one year beginning September
12, 2024 and expiring September 12, 2025



RES177257

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

September 12, 2024

Date

Wes Allen

Secretary of State

Wes Allen
Secretary of State

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

STATE OF ALABAMA

**I, Wes Allen, Secretary of State of Alabama, having custody of the
Great and Principal Seal of said State, do hereby certify that**

the entity records on file in this office disclose that Uplift & Elevate Foundation
was formed in Alabama on October 28, 2024. The Alabama Entity Identification
number for this entity is 001-160-435. I further certify that the records do not
disclose that said entity has been dissolved, cancelled or terminated.



20250108000020382

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

01/08/2025

Date

Wes Allen

Secretary of State

Attachment 3: Governing Board Roster and Disclosures

[illegible]

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

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

Background

1. Provide your full legal name: AUBREY CARTER

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

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

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

☒ Does not apply to me.

☐ Yes (Explain) _____

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

☒ Does not apply to me.

☐ Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

☒ I/we have no such interest.

☐ Yes

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

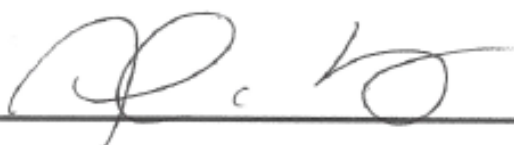
☒ I/we do not anticipate conducting any such business.

☐ Yes

Other

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

I, AUBREY CARTER, 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 CA Fredd Career and Technical Academy is true and correct in every respect.



6/24/2026

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.

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

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

Background

1. Provide your full legal name: Natalie E. Thornton

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

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

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

☒ Does not apply to me.

☐ Yes (Explain) _____

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

☒ Does not apply to me.

☐ Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

☒ I/we have no such interest.

☐ Yes

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

☒ I/we do not anticipate conducting any such business.

☐ Yes

Other

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

I, Natalie E. Thornton, 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 CA Fredd Career and Technical Academy is true and correct in every respect.



Signature

6.22.2026

Date

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

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

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

Background

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

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

☐ **X Does** not apply to me.

☐ Yes (Explain) _____

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

☐ **X Does** not apply to me.

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

_____ Nothing further to disclose

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

☒ I/we do not know of any such persons.

Yes

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

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

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

☒ None

Yes. If Yes, please provide additional information.

Disclosures for Schools Contracting with an Educational Service Provider

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

☒ I/we do not know of any such persons.

Yes

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

☒ I/we have no such
interest.

Yes

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

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

Other

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

I, Mark Tyrone Drake, 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 CA Fredd Career and Technical Academy is true and correct in every respect.

Mark Drake

June 23, 2026

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.

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

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

Background

1. Provide your full legal name: Abigail Carter

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.

None

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

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

Background

1. Provide your full legal name: Jeremy W. Bohonos_____
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.

NA

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

- ☒ I/we have no such interest.
☐ Yes

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

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

Other

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

I, Abigail Carter, 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 CA Fredd Career and Technical Academy is true and correct in every respect.

Abigail Carter

Signature

6/22/2026

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.

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.
- ☐ ☒ Not applicable

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

☒ I/we have no such interest.

☐ Yes

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

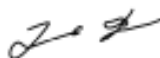
☒ I/we do not anticipate conducting any such business.

☐ Yes

Other

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

I, Jeremy Bohonos, 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 CA Fredd Career and Technical Academy is true and correct in every respect.



6/24/2026

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

School Name:	<u>CA Fredd, Jr. Career and Technical Education Academy</u>
Mission:	The mission of C.A. Fredd Jr. Career and Technical Academy (CFCTA) is to prepare students across Tuscaloosa and West Alabama for high-wage, high-demand careers through an immersive early college and career-connected model that integrates rigorous academics, structured apprenticeship pathways, and industry-recognized credentials.
Vision:	C.A. Fredd Jr. Career and Technical Academy envisions becoming Tuscaloosa County's premier early college and apprenticeship-embedded high school
Objectives:	Academic Achievement - Every graduate earns a diploma, at least one industry-recognized credential, and/or a minimum of six dual enrollment credit Workforce Readiness - Every graduate completes 180+ documented work-based learning hours across a four-tier apprenticeship model 85% or higher credential attainment rate for graduating seniors by Year 5 School Culture and Community - Family satisfaction rate of 80% or higher on annual surveys
Goals:	By Year 5, 85% of graduates enroll in postsecondary education, employment, or military within 6 months
Education Program Term #1:	Academic Growth: - Year 3: Meet or exceed state average academic growth on state report card - Year 5: 90% or greater academic growth on state report card
Education Program Term #2:	Academic Achievement: - Year 3: Meet or exceed local district average academic achievement - Year 5: Meet or exceed state average academic achievement
Education Program Term #3:	Graduation Rate: - Year 3: 80% or greater four-year graduation rate - Year 5: 90% or greater four-year graduation rate
Education Program Term #4:	Postsecondary Readiness - Year 3: 75% or greater earn industry-recognized credential or dual enrollment by graduation - Year 5: 90% or greater earn at least one industry-recognized credential or six dual enrollment credit hours by graduation
Education Program Term #5:	Work-based Learning - Year 3: 75% of graduates participate in documented work-based learning - Year 5: 95% of graduates participate in documented work-based learning
Geographic Area Served:	Tuscaloosa County
Location:	Tuscaloosa County

Grades Served 2028-2029:	9th and 10th
Grades Served at Capacity:	9th-12th
Projected Enrollment 2028-2029:	200
Projected Enrollment at Capacity:	400
Educational Service Provider:	N/A

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

Attachment 5: Conflict of Interest Policy

Conflicts of Interest Policy

Code of Ethics

All Board of Directors must:

- Uphold and abide by all laws, regulations, and rules pertaining to schools issued by the Alabama State Board of Education, the courts, and any other relevant authority.
- Effectuate desired changes only through lawful and ethical processes.
- Make decisions grounded on the educational welfare and well-being of the children served by the school without consideration for race, religion, color, sex, income level, or any other irrelevant characteristic.
- Use his or her independent judgment in reaching all decisions.
- Not use his or her position as Director for personal gain or profit.
- Conduct himself or herself in a manner that reflects positively on the school.
- Make all reasonable efforts to support the school's mission and personnel.

Conflict of Interest

Article I – Purpose

The purpose of the conflict-of-interest policy is to protect the interests of CA Fredd, Jr. Career and Technical Education Academy. In the event, CA Fredd, Jr. Career and Technical Education Academy is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of CA Fredd, Jr. Career and Technical Education Academy or might result in a possible excess benefit transaction. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interests applicable to nonprofit and charitable organizations.

Article II – Definitions

Section 2.1 Interested Person. Any director, principal officer, or member of a committee with Governing Board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

Section 2.2 Financial Interest. A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

- a) An ownership or investment interest in any entity with which CA Fredd, Jr. Career and Technical Education Academy has a transaction or arrangement,

- b) A compensation arrangement with CA Fredd, Jr. Career and Technical Education Academy or with any entity or individual with which CA Fredd, Jr. Career and Technical Education Academy has a transaction or arrangement, or
- c) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which CA Fredd, Jr. Career and Technical Education Academy is negotiating a transaction or arrangement.

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

Article III – Procedures

Section 3.1 Duty to Disclose. In connection with any actual or possible conflict of interest, an interested person must disclose the existence of a financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with Governing Board delegated powers considering the proposed transaction or arrangement.

Section 3.2 Determining Whether a Conflict of Interest Exists. A financial interest is not necessarily a conflict of interest. A person who has a financial interest may have a conflict of interest only if the appropriate Governing Board or committee decides that a conflict of interest exists. After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/she shall leave the Governing Board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining Board or committee members shall decide if a conflict of interest exists.

Notwithstanding anything herein, a conflict of interest shall not exist and no review or action by any Governing Board or committee shall be necessary for one or more grants in an aggregate amount of five thousand dollars (\$5,000) or less in any single calendar year, from CA Fredd, Jr. Career and Technical Education Academy to an organization that is tax-exempt under Section 501(c)(3) of the Internal Revenue Code, where a financial interest as described herein exists.

1. Procedures for Addressing a Conflict of Interest

- a) An interested person may make a presentation at the Governing Board or committee meeting, but after the presentation, he/she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.
- b) The chairperson of the Governing Board or committee shall, if appropriate, appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.
- c) After exercising due diligence, the Governing Board or committee shall determine whether CA Fredd, Jr. Career and Technical Education Academy can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

- d) If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the Governing Board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in CA Fredd, Jr. Career and Technical Education Academy's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination, it shall make its decision as to whether to enter into the transaction or arrangement.
2. Violations of the Conflicts of Interest Policy
- a) If the Governing Board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose.

If, after hearing the member's response and after making further investigation as warranted by the circumstances, the Governing Board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

Article IV – Records of Proceedings

The minutes of the Governing Board and all committees with Board delegated powers shall contain:

- a) The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the Governing Board's or committee's decision as to whether a conflict of interest in fact existed.
- b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

Article V – Compensation

- a) A voting member of the Governing Board who receives compensation, directly or indirectly, from CA Fredd, Jr. Career and Technical Education Academy for services is precluded from voting on matters pertaining to that member's compensation.
- b) A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from CA Fredd, Jr. Career and Technical Education Academy for services is precluded from voting on matters pertaining to that member's compensation.
- c) A voting member of the Governing Board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from CA Fredd, Jr. Career and Technical Education Academy, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

Article VI – Annual Statements

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

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

Article VII – Periodic Reviews

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

- a) Whether compensation arrangements and benefits are reasonable, based on competent survey information, and the result of arm's length bargaining.
- b) Whether partnerships, joint ventures, and arrangements with management organizations conform to CA Fredd, Jr. Career and Technical Education Academy's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

Article VIII – Use of Outside Experts

When conducting the periodic reviews as provided for in Article VII, CA Fredd, Jr. Career and Technical Education Academy may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the Governing Board of its responsibility for ensuring periodic reviews are conducted.

Attachment 6: Education Service Provider (ESP) Contract Guidelines

1. The maximum term of an ESP agreement must not exceed the term of the Charter 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 Charter 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 Charter 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

Space Requirements

The school's program model requires a minimum of 35,000 square feet, with a target of 45,000 square feet to fully accommodate career pathway lab spaces, dual enrollment instruction, and work-based learning coordination functions. The CTE-intensive model creates space requirements beyond a standard academic high school, particularly for manufacturing, healthcare simulation, and construction trades programming.

Cost and Land Terms

Estimated construction cost for a new build is approximately \$8,960,000 at \$199 per square foot, with an additional \$627,200 in projected soft costs. The school has received a letter of support from the landowner, Ron Turner, for a below-market long-term lease at \$2.00 per square foot, which meaningfully reduces the facility cost burden during the school's early years.

Key Partners

West Alabama Works, the Tuscaloosa Economic Development Authority, and the University of Alabama are identified as facility planning partners, reflecting the school's workforce development mission and its integration into the regional economic ecosystem.

Development Timeline

The facility plan is structured across six phases targeting an August 2028 opening, coordinated with the 24-month pre-opening Gantt chart approved through the Commission process.

Site Plans

CFCTA's facility site will be located at 1500 24th Avenue East Street in Tuscaloosa, Alabama, within Tuscaloosa County. The site encompasses approximately 21 acres of developed land and is positioned to serve students across the county's target enrollment area.

Floor Plans

Not available. Will update immediately upon receipt.

Lease Agreement

Not available as property was donated. See attached Parcel Information.

Certificate of Use and Occupancy

Not available. Will update immediately upon receipt.

Charter School Physical Plant Description

1. The address and a description of the site and physical plant (the “Site”) of CA Fredd, Jr. Career and Technical Education Academy (the “School”) is as follows:

Address: 1500 24th Avenue East
Tuscaloosa, AL 35404

Description: CFCTA’s facility site will be located at 1500 24th Avenue East Street in Tuscaloosa, Alabama, within Tuscaloosa County. The site encompasses approximately 21 acres of developed land and is positioned to serve students across the county’s target enrollment area. The school’s program model requires a minimum of 35,000 square feet, with a target of 45,000 square feet to fully accommodate career pathway lab spaces, dual enrollment instruction, and work-based learning coordination functions. The CTE-intensive model creates space requirements beyond a standard academic high school, particularly for manufacturing, healthcare simulation, and construction trades programming.

Configuration of Grade Levels: 9-12

Term of Use: Term of Charter Contract

2. The following information about this site is provided on the following pages, or must be provided to the satisfaction of the Commission or its designee, before the School may operate as a public school in Alabama.
 - a. Narrative description of physical plant – Provided above.
 - b. Size of building – Not yet available. Will update immediately upon receipt.
 - c. Scaled floor plan– Not yet available. Will update immediately upon receipt.
 - d. Copy of executed lease or purchase agreement—Not available as property was donated. See attached Parcel Information.
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 Charter Contract between the School and the Commission must be amended pursuant to the Terms and Conditions of the Charter 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 Charter 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 Charter Contract set forth above.



10th Ave 1:58
ROE
HARD
SON BR
OTHERS W R FOX
e Rd
ROYA

Owner, address, or parcel ...

RICHARDSON BROTHERS WOOD
Owner
1500 21ST
Address
3105151001006001
Parcel ID
UPDATED 2026-Q1

County Navigate Send

Location

Street Address	1500 24TH AVE E
City	TUSCALOOSA
State	AL
Zip	35404
Municipality	Tuscaloosa
County	Tuscaloosa County
School District	Tuscaloosa County School District

Mailing Address

Street Address	PO BOX 689
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2025 Property Record Card						Print Close		
Parcel Info								
Parcel Number		Account #		PPin		Exempt		
63 31 05 15 1 001 006.001		57208		68607		Not Exempt		
Physical Addr		1500 21ST WAY						
Plat Info:		Book- Page						
Sub Info:		Sub Block: Lot						
Subdivision		None						
Neighborhood		MATTHEWS TIER 4						
District		S-T-R		Deed Acres		Calc Acres		
05 - Northport		15-21S-10W		21		20.78		
						Last Deed B/P/D		
						B-838 P-00230 D-03/24/1982		
Legal		ALL OF W 1/2 OF NE 1/4 S15 T21S R10W LYING EAST OF OLD SNOWS MILL CREEK AND NORTH OF ADAMS CREEK LESS & EXCEPT CITY OF NORTHPORT LEVEE						
Owner								
Name		RICHARDSON BROTHERS WOOD						
Mailing Addr		PO BOX 689 NORTHPORT, AL 35476						
2024 Values								
Land Total:				\$420,000.00				
Building Total:				\$531,600.00				
Appraised Value:				\$951,600.00				
Yrly Tax:				\$6488.79 for 2025				
Building								
Bldg No	Type Abbr	Yr Built	Base SF	Upr Adj	Rms	Story	Class	CondPct
2	36-OFFICE-OFFICE	1978	552	0	3	1	E+	10

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 School, I hereby certify under the penalty of perjury that all information and statements submitted for or on behalf of CA Fredd, Jr. Career and Technical Education Academy 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 by the Act.
2. The School has tax exempt status under section 501(c)(3) of the Internal Revenue Code of 1986 (26 U.S.C. Sec. 501(c)(3)), is not to be a sectarian or religious organization, and shall be operated according to the terms of a charter contract executed with the Alabama Public Charter School Commission.
3. The School shall function as a local education agency under applicable federal laws and regulations, shall be responsible for meeting, and shall meet the requirements of local education agencies and public schools under those federal laws and regulations, including but not limited to:
 - a. Compliance with the Individuals with Disabilities Education Improvement Act (IDEA, 20 U.S.C. Sec. 1401 *et seq.*).
 - b. Compliance with the Federal Educational Rights and Privacy Act (FERPA, 20 U.S.C. Sec. 1232g).
 - c. Compliance with the Elementary and Secondary Education Act (ESEA, 20 U.S.C. Sec. 6301 *et seq.*).
 - d. Compliance with requirements that ensure a student's records, and, if applicable, a student's individualized education program, will follow the student, in accordance with applicable federal and state law.
 - e. Compliance with the *Every Student Succeeds Act*, including but not limited to, provisions on school prayer, the Boy Scouts of America Equal Access Act, the Armed Forces Recruiter Access to Students and Student Recruiting Information, the Unsafe School Choice Option and assessments.
 - f. Compliance with Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681).
 - g. Compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794).
 - h. Compliance with Title II of the Americans With Disabilities Act of 1990 (42 U.S.C. § 12101).

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

16. The School shall comply with local, state, and federal health, safety, parents' rights, civil rights, and nondiscrimination laws applicable to school districts and to the same extent as school districts.
17. The School shall provide basic education, including instruction in the essential academic learning requirements and shall participate in the statewide student assessment system.
18. The School shall employ certificated instructional staff 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. The School affirms that it shall in all respects comply with the requirements of *Ala. Code* § 41-1-91, et seq.
48. All of the information submitted in the Application is true, correct, complete, and in compliance with Alabama laws.
49. All of the information contained in the Application reflects the work of the applicant; no portion of the application was plagiarized.

CA Fredd Career and Technical Academy

NAME OF SCHOOL

Dominic Combs

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

6/23/2026

DATE

Dominic Combs

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.

Measuring Organizational Success

C.A. Fredd Jr. Career & Technical Academy will measure success in meeting its organizational goals through a clear set of academic, operational, and postsecondary readiness benchmarks aligned with the school's mission of preparing students for college, career, and workforce success. Progress will be monitored through state accountability metrics, internal data systems, and regular reporting to the Governing Board. These measures ensure that the school remains focused on strong academic outcomes, workforce readiness, and organizational effectiveness.

Academic and Accountability Benchmarks

The school will track progress toward key organizational goals using the following performance benchmarks.

Focus Area	Year 3 Benchmark	Year 5 Benchmark	Measurement Source
<u>Academic Growth</u>	Meet or exceed state average academic growth on the Alabama State Report Card	Ninety percent (90%) or greater on the Alabama State Report Card	State Report Card
<u>Academic Achievement</u>	Meet or exceed the local district average academic achievement	Meet or exceed the state average academic achievement	State Report Card
<u>Chronic Absenteeism</u>	Less than or equal to fifteen percent (15%).	Less than or equal to ten percent (10%)	State Report Card
<u>Graduation Rate</u>	Eighty percent (80%) or greater four-year graduation rate	Ninety percent (90%) or greater four-year graduation rate	State Report Card
<u>College and Career Readiness (CCR) Attainment</u>	Eighty percent (80%) CCR attainment	Ninety percent (90%) CCR attainment	State Report Card
<u>Postsecondary Readiness</u>	Seventy-five percent (75%) of graduates earn an industry-recognized credential or dual enrollment credit	Ninety percent (90%) of graduates earn at least one industry-recognized credential or six dual enrollment credit hours	Transcript audit

<u>Work-Based Learning</u>	Seventy-five percent (75%) of graduates participate in documented work-based learning experiences	Ninety-five percent (95%) of graduates participate in documented work-based learning experiences	Transcript audit
<u>Postsecondary Success</u>	Seventy-five percent (75%) of graduates enroll in postsecondary education, employment, or military service within six (6) months of graduation	Eighty-five percent (85%) of graduates enroll in postsecondary education, employment, or military service within six (6) months of graduation	Alumni surveys, state employment data, and college enrollment records

Organizational Success Indicators

Success for C.A. Fredd Jr. Career & Technical Academy will also be reflected in the strength of the school's organizational systems and mission alignment. Key indicators include:

- Consistent progress toward academic growth and achievement benchmarks on the Alabama State Report Card.
- Strong attendance and engagement reflected in declining chronic absenteeism rates.
- Increasing rates of credential attainment and dual enrollment participation aligned with the school's career pathways.
- High levels of student participation in work-based learning experiences connected to industry partners.
- Postsecondary placement outcomes demonstrating that graduates successfully transition to college, employment, or military service.

Continuous Monitoring and Accountability

The leadership team will review performance data regularly through internal dashboards and quarterly reports to the Governing Board. These benchmarks will also inform the school's improvement planning process and guide strategic decisions related to curriculum, instruction, and student supports.

By maintaining clear, measurable performance targets and regularly monitoring progress, C.A. Fredd Jr. Career & Technical Academy will ensure that the organizational aspects of its mission—academic excellence, workforce readiness, and student success—are achieved and sustained over time.

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

C.A. Fredd Jr. Career and Technical Academy will operate an open-enrollment, non-selective admissions process in full compliance with the Alabama School Choice and Student Opportunity Act. Consistent with Ala. Code § 16-6F-5(a)(3), the school will not screen or limit enrollment based on academic performance, disability status, language proficiency, behavioral history, race, ethnicity, income, or any other protected characteristic. Applications will be made available in both digital and paper formats, with multilingual support and community-based assistance to ensure equitable access for all families.

If the number of eligible applicants exceeds the number of available seats, the Academy will conduct a public, randomized lottery as required under Ala. Code § 16-6F-5(a)(6). Prior to the lottery, applications will be reviewed only to verify basic eligibility, such as grade level and residency within the school's approved geographic boundary, if applicable. No qualitative or merit-based criteria will be applied at any point in the process. The school may apply lawful enrollment preferences only as explicitly permitted by statute, including preference for siblings of currently enrolled students pursuant to § 16-6F-5(a)(8) and for students residing within the approved geographic attendance area pursuant to § 16-6F-5(a)(10), provided these preferences are authorized in the school's charter contract.

Once all allowable preferences have been applied, the school will conduct a computer-generated random lottery to allocate available seats. Each eligible applicant will be assigned a random number, and seats will be offered in numerical order until capacity is reached. The lottery will be conducted in a transparent and auditable manner, open to the public, and overseen by school leadership and a governing board representative to ensure integrity and compliance with state law. All procedures and outcomes will be documented and retained in accordance with charter school accountability requirements.

Students not selected for enrollment through the lottery will be placed on a numbered waitlist in the exact order determined by the random drawing. As seats become available, students will be offered admission strictly according to their position on the waitlist, ensuring continued fairness throughout the enrollment cycle. Families will receive timely written notification of lottery results, waitlist status, and enrollment deadlines. While families may request a review of clerical errors or procedural compliance, lottery outcomes themselves will not be subject to appeal in order to preserve the integrity of the randomized process.

The timelines, procedures, and measures included in the comprehensive CA Fredd Enrollment Policy from our application are as follows:

i) **Tentative Dates for Application, Enrollment Deadlines, and Procedures**

Annual Application Window (Tentative):

- Applications open: January 15
- Priority application deadline: March 15
- Lottery (if needed): March 20 (public, observed)
- Offers sent: March 22–March 25

- Seat acceptance deadline: April 5
- Waitlist seat offers begin: April 6 and continue until seats are filled
- Late applications: accepted after March 15 and placed at the end of the waitlist (if waitlist exists)

How families apply:

- online via the school website
- paper application available at the school and partner sites (libraries/community centers)
- application assistance provided in person and by phone

ii) Timeline and Plan for Recruitment/Engagement and Enrollment

September–October: Community listening sessions; outreach calendar finalized; partner sites confirmed

November–December: Pre-application awareness campaign; school tours begin; CTE showcase planning

January–March: Primary recruitment push; weekly enrollment support sessions; feeder school outreach

March–April: Lottery (if needed); acceptance communications; enrollment verification events

May–July: Summer enrollment support; waitlist movement; orientation events; transportation confirmations

iii) Waiting List, Withdrawals, Re-Enrollment, and Transfers

Waitlist:

- If applications exceed available seats, a randomized waitlist will be created following the lottery.
- Students will be offered seats in waitlist order as vacancies occur.
- The school will attempt multiple contact methods (phone/email/mail/text when available).

Withdrawals:

- Families may withdraw at any time by completing a withdrawal form.
- Records will be transferred promptly to the receiving school consistent with legal requirements.

Re-enrollment:

- Returning students in good standing will be provided a re-enrollment window each spring.

- Students who withdraw and seek to return may reapply and will be placed according to current seat availability and policy.

Transfers/Midyear Entry:

- If seats exist, the school may enroll students midyear following standard procedures without discriminatory screening.
- Transfer students with IEPs/504 plans will receive immediate support while records are obtained and services are aligned.

iv) Purpose of Any Pre-Admission Activities

Pre-admission activities (information sessions, tours, and program showcases) exist solely to:

- provide transparent information about program expectations
- explain pathways, scheduling, transportation, and graduation options
- support informed family choice
- assist families in completing applications

Pre-admission activities are not used to screen, rank, or deny applicants.

v) Lottery Process

If applications exceed available seats, C.A. Fredd will conduct a computerized, randomized public lottery. The lottery will:

- include all completed applications received by the deadline
- use no academic, behavioral, disability, language, or demographic criteria
- be open to public observation and documented for compliance
- apply only legally permitted preferences (e.g., siblings of enrolled students, if allowed)

Students not offered seats will be placed on a waitlist in the randomized order generated by the lottery. Families will receive written and electronic notification of results, instructions to accept/decline seats by a stated deadline, and ongoing waitlist updates as seats become available.

vi) Targeted Outreach Plan for At-Risk Students and Families

C.A. Fredd will implement a direct, measurable outreach plan to ensure students and families most likely to face barriers are actively recruited and supported through enrollment.

Families in Poverty / Housing-Insecure Families

- outreach through housing authorities, community clinics, food banks, and family resource

centers

- enrollment support sessions in community locations
- translated materials and onsite application help
- transportation and scheduling information shared early

Academically Low-Achieving Students

- referrals and information sharing through feeder school counselors and intervention teams
- messaging that highlights hands-on learning, small-group support, and structured interventions
- enrollment events specifically for students needing a “fresh start” academically

Students with Disabilities (IEPs/504)

- clear messaging: “No screening; services provided; inclusive model; LRE commitment”
- sessions explaining IEP implementation, related services, and how CTE accommodations work (CTIP)
- enrollment assistance for families needing disability-accessible communication

Other At-Risk Youth (Dropout risk, chronic absenteeism, juvenile justice involvement, foster care)

- referral pathways through youth-serving nonprofits, DHR/foster liaisons, and community partners
- case-managed enrollment support coordinated by counselor/social worker designee
- “warm handoff” orientation process to build belonging and reduce summer melt

vii) Monitoring Recruitment

Each year, the school will review:

- applicant and enrollment demographics compared to the local community
- participation in recruitment events by neighborhood/ZIP
- waitlist movement patterns
- barriers reported by families
- targeted outreach outcomes (events held, applications supported, attendance at sessions)

Adjustments will be made to ensure recruitment and enrollment remain equitable and mission-aligned

Through this transparent, lawful, and equitable lottery system, C.A. Fredd Jr. Career and Technical Academy ensures that all students have an equal opportunity to enroll while fully upholding the requirements and intent of Ala. Code § 16-6F-5(a).

Attachment 11: Request for Proposals for Service Providers

N/A.

Attachment 12: Public Charter School Application

See attached.