

**AGENDA**  
Board of Directors Meeting  
Magic City Acceptance Academy  
March 2023

Board of Directors present:	Board Term
_ Tommy Bice	2020 - 2023
_ Larry Contri – President	2020 - 2023
_ Tracee Synco – BAO Representative	2020 - 2023
_ Jennifer Sumner	2020 - 2023
_ Ezra Shine – Vice Chair	2020 – 2023
_ Jim Wilson	2020 – 2023
_ Luis Fernandez	2020 - 2023
_ Chris Fisher - Secretary	2022 – 2024
_ Jody Thrash	2023 - 2025

Vote via email.

New Business

Parent board member	Approved
New By-laws	Approved
Conflict of Interest	Approved
Whistle Blower Policy	Approved
2023-2024 Calendar	Approved
Grievance Policy	Approved

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

Board meeting dates: January 30<sup>th</sup>, February 27<sup>th</sup>, April 24<sup>th</sup>, May 29<sup>th</sup>, June 26<sup>th</sup>, July 31, August 28<sup>th</sup>, September 25<sup>th</sup>, October 30<sup>th</sup>, November 27<sup>th</sup>, December (TBD due to holiday)

**Magic City Acceptance Academy**  
**Conflict of Interest / Code of Ethics Statement for Board Members**

No board member, nor any member of their family should accept any gift, entertainment, service, loan or promise of future benefits from any person who either personally or whose employees might benefit or appear to benefit from such board connection with the Magic City Acceptance Academy, unless the facts of such benefit, gift, service, or loan are disclosed in good faith and are authorized by the board. Board members are expected to work out for themselves the most gracious method of declining gifts, entertainment, and benefits that do not meet this standard.

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

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

This policy statement is not intended to apply to gifts and/or similar entertainment of nominal value that clearly are in keeping with good business ethics and do not obligate the recipient. Any matter of question or interpretation that arises relating to this policy should be referred to the president for decision and/or for referral to the board of directors for decision, where appropriate.

As a member of the board team, I will: Listen carefully to my teammates. Respect the opinion of my fellow board members. Respect and support the majority decisions of the board. Recognize that all authority is vested in the full board only when it meets in legal session. Keep well-informed of developments relevant to issues that may come before the board. Participate actively in board meetings and actions. Bring to the attention of the board any issues that I believe will have an adverse effect on the organization or those we serve. Attempt to interpret the needs of those we serve to the organization and interpret the actions of the organization to those we serve. Refer complaints to the proper level in the chain of command. Recognize that my job is to ensure that the organization is well-managed, not to manage the organization. Represent all those whom this organization serves and not a particular geographic area or interest group. Consider myself a "trustee" of the organization and do my best to ensure that it is well-maintained, financially secure, growing and always operating in the best interest of those we serve. Always work to learn how to do my job better. Declare conflicts of interest between my personal life and position on the board and abstain from voting when appropriate. As a member of the board team, I will not: Criticize fellow board members or their opinions in or out of the boardroom. Use the organization for my personal advantage or that of my friends or relatives. Discuss the confidential proceedings of the board outside the boardroom. Promise how I will vote on any issue before a meeting. Interfere with the duties of the chief staff executive or undermine his/her authority with staff members

I have received, read and understand fully the Conflict of Interest/Code of Ethics Statement and will comply with the statement by bringing any potential conflict of interest situations to the board for consideration.

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

# Magic City Acceptance Academy | 2023-2024 CALENDAR

3-9 Teacher PD/Work Days  
 10 First Day for Students

AUGUST '23						
S	M	T	W	Th	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

5-9 Teacher PD/Work Days-No Students  
 10 Students Return to School  
 15 Martin Luther King Jr. Day- No School

1 Teacher PD/Work Day  
 4 Labor Day- Office Closed  
 29 Early Dismissal @ 1 for Students

SEPTEMBER '23						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

FEBRUARY '24						
S	M	T	W	Th	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29		

16 Teacher Work Day- No Students  
 19 Winter Break- No School

9 Indigenous Peoples' Day- No School  
 10 Teacher Work Day  
 18 E-Learning Day for Grades 6-11 ONLY  
 27 Fall Break-No School

OCTOBER '23						
S	M	T	W	Th	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

MARCH '24						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

8 Teacher PD Day  
 12 E-Learning Day for Grades 6-10 & 12 ONLY  
 14 End of 3rd Grading Period  
 22 Early Dismissal @ 1 for Students  
 25-29 Spring Break

10 Veterans' Day- No School  
 17 Early Dismissal @ 1 for Students  
 20-24 November Break- No School

NOVEMBER '23						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

APRIL '24						
S	M	T	W	Th	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

8-11 E-Learning Days for High School Students ONLY  
 25-26 Weather Day/Teacher Work Days

19 Early Dismissal @ 1 for Students & End of 2nd Grading Period  
 20-21 Teacher PD/Work Day  
 22-29 December Break

DECEMBER '23						
S	M	T	W	Th	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

MAY '24						
S	M	T	W	Th	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

22 Early Dismissal/Last Day for Students  
 23-24 Teacher Work Days  
 27 Memorial Day- Offices Closed  
 31 Report Cards Mailed Home

Teacher PD/Work Day	1st Days	
Early Dismissal	E-Learning Days	
No School	Inclement Weather Days/Teacher Work Day	

## Report Card Schedule:

<b>Grading Period:</b>	<b>Beginning:</b>	<b>End:</b>	<b># of Days:</b>	<b>Progress Report Sent Home</b>	<b>Report Card Sent Home</b>
1st	Aug. 10th	Oct. 6th	41	Sept. 15th	Oct. 13th
2nd	Oct. 10th	Dec. 19th	43	Nov. 9th	Jan. 10th
3rd	Jan. 8th	Mar. 14th	43	Feb. 7th	Mar. 22nd
4th	Mar. 15th	May 22st	43	Apr. 19th	May 31st

## Testing Schedule:

### **NWEA Map (Grades 6-12)**

Fall: TBA

Winter: TBA

Spring: TBA

### **ACT WorkKeys (Grade 12)**

Initial: October 18, 2023

Re-test: February 28-March 11, 2024

### **Pre-ACT (Grade 10)**

October 18, 2023

### **ACCESS for ELLs (Grades 6-12)**

January 16-March 15, 2024

### **ACT (Grade 11)**

March 12, 2024

Make-up: April 15-19, 2024

### **ACAP (Grades 6-8)**

April 8-11, 2024

<b>2023-2024 Employee Work Days</b>	<b>187 Days (9 month)</b>	Aids/Nurses/Teachers/Librarians/Coaches	August 1-May 24	
	<b>204 Days (10 month)</b>	Ex Ed Teachers	July 20-June 7	
	<b>240 Days (12 months)</b>	Principals/Assistant Principals/School Secretaries/Bookkeepers/Counselors/Social Workers	July 1-June 30	
	<b>240 Days</b>	<b>204 Days</b>	<b>187 Days</b>	
<b>July 4 (Independence Day)</b>	OFF	OFF	OFF	
<b>August 3-9 (PD Days)</b>	WORK	WORK	WORK	
<b>August 10 (1st Day for Students)</b>	WORK	WORK	WORK	
<b>September 4 (Labor Day)</b>	OFF	OFF	OFF	
<b>October 27 (Fall Break)</b>	WORK	OFF	OFF	
<b>November 10 (Veterans' Day)</b>	OFF	OFF	OFF	
<b>November 20-24 (November Break)</b>	WORK (20-21)	OFF	OFF	
<b>December 20-January 4 (Winter Break)</b>	WORK (01/3/24 & 01/4/24)	OFF	OFF	
<b>January 5-9 (Teacher PD/WD)</b>	WORK	WORK	WORK	
<b>January 16 (MLK Jr. Day)</b>	OFF	OFF	OFF	
<b>February 19 Winter Break</b>	WORK	OFF	OFF	
<b>March 25-29 (Spring Break)</b>	OFF	OFF	OFF	
<b>April 25-26 (Weather Days)</b>	WORK (E-LEARNING)	WORK (E-LEARNING)	WORK (E-LEARNING)	
<b>May 23-24 (Teacher PD)</b>	WORK	WORK	WORK	
<b>May 27 (Memorial Day)</b>	OFF	OFF	OFF	
<b>June 19 (Juneteenth)</b>	OFF	OFF	OFF	



## Grievance Procedure

Magic City Acceptance Academy is committed to creating a safe environment where all students and staff members can thrive. It is our sincere hope that anyone in our building or community feels safe to communicate with school administration and staff members. There are times when these discussions are difficult, but we value open and honest conversations for the betterment of our school atmosphere.

A student, parent, or guardian may initiate the grievance procedure to appeal any final decision of school personnel. A person may initiate the grievance procedure to resolve complaints of discrimination based upon race, color, national origin, sex, gender, age, disability, identity, or orientation. We support direct communication, and will not tolerate retaliation of any kind towards the complainant.

If a student, parent, staff member, guardian, visitor disagrees with the established rules of conduct, policies or practices, or feel that they have been treated unfairly in any way, they may express their concerns by following the following procedure:

**Step I: Principal Conference** - a parent or guardian wishing to initiate the grievance procedure shall make a written request to conference with the Principal. This should be delivered to the principal via email or mail. The grievance must be received within thirty (30) calendar days of the event or condition giving rise to the grievance.

The request should describe in detail:

- The basis of the grievance
- Name the specific policy, rule or law believed to have been violated,
- The relief being sought

If the complaint is against the Principal, the written request can be submitted to the CEO of the school, or the President of the Board, who will designate an appropriate individual to investigate the complaint. The grievance must be received within thirty (30) days of the incident or condition leading to the complaint, and it must include the details described above.

The Principal shall conduct an impartial investigation and grant a conference within five (5) school days following receipt of the written complaint. The complainant shall be given an opportunity to present any information, documents, witnesses they would like to be considered. The content of the conference shall remain confidential. The Principal shall respond in writing the outcome of the investigation.

**Step II: Appeal to the Chairman of the Board** - If the grievance is not resolved at Step I, the grievant may appeal the decision in writing to the President of the Board. The appeal must be made within five (5) school days following the receipt of the principal's written response. The President of the Board, or their designee, shall review the complaint, the Principal's response, and all information presented as part of the investigation. They will speak to any involved parties for clarification as needed. Within fifteen (15) days of receiving the appeal, the President and/or his designee shall respond in writing summarizing the outcome of the appeal.

**Step III - Appeal to the Public Charter School Commission** - If the grievance is not resolved by steps I or II, and it involves an alleged violation of state or local board policy or state or federal law or state rule, it may be appealed in writing to the State of Alabama Charter School Commission. The commission's consideration of these appeals will take place according to the published Policies and Procedures of the State of Alabama Public Charter School Commission.

## MCAA

The Governing Board is responsible for policy and operational decisions of the School and, consistent with the contract terms with APCSC, shall be the employer of school employees.

The Governing Board has final authority and responsibility for the academic, financial, and organizations performance of the School, the fulfillment of the contract with the APCSC and approval of the School's budget.

The Governing Board shall govern the School in a manner that ensures that it will satisfy its legal obligations, including, but not limited to: compliance with all applicable Laws, the Contract, the performance framework and fidelity to the program and policies described and submitted in the Application. This includes the exercise of continuing oversight over the School's operations.

Our school acknowledges and agrees 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.

Our school maintains school records in accordance with all applicable state and federal documents 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.

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

The assets of our 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.

Our school acknowledges that APCSC is an independent state entity with oversight and regulatory authority over the school as our authorizer. Upon request, the Commission, or its designee, shall have the right to review all records created, established, or maintained by our school in accordance with the provisions of our charter contract, APCSC policies and regulations, or federal and state laws and regulations. This right shall be in addition to the APCSC'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, APCSC shall be granted immediate access. If the request is for reproduction of records, then the APCSC will include a timeframe in which the records must be provided and the school must adhere to this timeframe. Our school acknowledges that information, regardless of the form in which it is disclosed, will be used by the APCSC, and its authorized representatives, to satisfy its obligations to audit, evaluate, and conduct compliance and enforcement activities relative to our 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.

Our school acknowledges that in no event will the State of Alabama, or its agencies, officers, employees, or agents, including, but not limited to, the APCSC, be responsible or liable for the debts, acts, or omissions of the School, its officers, employees, or agents. Our school acknowledges that we shall not have authority to extend the faith and credit of the APCSC or the State of Alabama to any third party and agrees that it will not attempt or purport to do so. We acknowledge and agree that we have no authority to enter into a contract that would bind the Commission or the State of Alabama and agree to include a statement to this effect in each contract or purchase order it enters into with third parties.

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

Our employees are subject to the same fingerprint-based criminal history background checks that traditional public school employees are under the Alabama Child Protection Act of 1999, as amended. A criminal history background information check is conducted on all applicants and contractors seeking positions with, and on all current employees of, our school, who have unsupervised access to children.

The Governing Board of the School has voted to participate or not participate in the Teachers' Retirement System and Public Education Employees' Health Insurance Plan. Such election must take place prior to the execution of the charter contract and once made is irrevocable.



Our school, its employees, agents, nor contractors are employees or agents of APCSC. APCSC or its employees, agents, or contractors are not employees or agents of our school. None of the provisions of our contract with APCSC 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 our contract with APCSC.

Our school staff does not charge tuition and only charges 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. The seniors are charged "senior dues" each year to cover graduation and other senior activities. The senior fee shall not exceed \$300.00 per student, per senior year, without notification of the board of directors.

Our school is operating with enrollment capacity as determined annually by the Governing Board of the school, and submitted for formal approval and in conjunction with APCSC and in consideration of the school's ability to facilitate the academic success of its students, achieve the other objectives specified in the charter contract, and ensure that its student enrollment does not exceed the capacity of its facility or site.

Our school has not, directly or indirectly, entered into or permitted 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: (1) The terms of the transaction do not violate the Schools' Code of Ethics and Conflict of Interest Policy or the terms of this Contract, (2) 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, (3) 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, (4) The Governing Board discloses any conflicts and operates in accordance with a conflict of interest policy that has been approved by the Commission. ("Affiliate" as used in this section means a person who directly or indirectly owns or controls, is owned or controlled by, or is under common ownership or control with, another person. Solely for purposes of this definition, owns, is owned and ownership mean ownership of an equity interest, or the equivalent thereof, of ten percent or more, and the term quote means an individual, partnership, committee, association, corporation or any other organization or group of persons.)

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.

No member of the Governing Board have a voting member who is also a director, officer, employee, agent, 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. (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.).

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

**Magic City Acceptance Academy**  
**WHISTLEBLOWER POLICY**

**Introduction.** Magic City Acceptance Academy (MCAA) requires all board members, employees, staff, and volunteers to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of MCAA, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations. Set forth below is MCAA's policy with respect to reporting good-faith concerns about the legality or propriety of MCAA's actions or plans.

**Reporting of Concerns or Complaints.** It is the responsibility of all board members, employees, staff, and volunteers to comply with MCAA's internal policies and applicable law and to report violations or suspected violations in accordance with this Whistleblower Policy.

**Confidentiality.** MCAA will treat all communications under this policy in a confidential manner, except to the extent necessary 1) to conduct a complete and fair investigation, or 2) for review of MCAA operations by MCAA's board, its audit committee, MCAA's independent public accountants, and MCAA's legal counsel.

**Retaliation.** MCAA will not permit any negative or adverse actions to be taken against any employee or individual for making a good-faith report of a possible violation of its internal policies or applicable law, even if the report is mistaken, or against any employee or individual who assists in the investigation of a reported violation. Retaliation in any form will not be tolerated. Any act of alleged retaliation should be reported immediately and will be promptly investigated. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment. This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns within MCAA prior to seeking resolution outside the organization.

**How to Report Concerns or Complaints.** Employees and others may communicate suspected violations of its internal policies, applicable law, or other wrongdoing or alleged retaliation by contacting MCAA's CEO, Karen Musgrove, at karen@birminghamaidso Outreach.org or (205) 322-4197. If you wish to remain anonymous, it is not necessary that you give your name or position in any notification. Whether or not you identify yourself, for a proper investigation to be conducted, please provide MCAA with as much information as you can, sufficient to do a proper investigation, including where and when the incident occurred, names and titles of the individuals involved, and as much other detail as you can provide.

**Illustrative Types of Concerns.** The following is a non-exhaustive list of the kinds of improprieties that should be reported: Supplying false or misleading information on MCAA's financial or other public documents, including its Form 990; Providing false information to or withholding material information from MCAA's board of directors or auditors; Destroying, altering, mutilating, concealing, covering up, falsifying, or making a false entry in any records that may be connected to an official proceeding, in violation of federal or state law or regulations; Altering, destroying, or concealing a document, or attempting to do so, with the intent to impair the document's availability for use in an official proceeding or otherwise obstructing, influencing, or impeding any official proceeding, in violation of federal or state law or regulations; Embezzling, self-dealing, private inurement (i.e., MCAA earnings inuring to the benefit of a director, officer, or senior management) and private benefit (i.e., MCAA assets being used by anyone in the organization for personal gain or benefit); Paying for services or goods that are not rendered or delivered; Using remarks or actions of a sexual nature that are not welcome and are likely to be viewed as personally offensive, including sexual flirtations; unwelcome physical or verbal advances; sexual propositions; verbal abuse of a sexual nature; the display of sexually suggestive objects, cartoons, or pictures; and physical contact of a sexual or particularly personal nature; Using epithets, slurs, negative stereotyping, and threatening, intimidating, or hostile acts that relate to race, color, religion, gender, national origin, age, or disability; Circulating or posting written or graphic material in the workplace that denigrates or shows hostility or aversion toward an individual or group because of race, color, religion, gender, nationality, age, or disability; Discriminating against an employee or potential employee due to a person's race, color, religion, sex, sexual orientation, national origin, age, physical or mental impairment, or veteran status; Violating MCAA's bylaws and/or internal policies including its Conflict-of-Interest Policy; Facilitating or concealing any of the above or similar actions.

**Questions.** If you have any questions regarding this policy, please contact MCAA's CEO, Karen Musgrove, at karen@birminghamaidso Outreach.org or (205) 322-4197.

I CONFIRM that have read, understand, and agree to be bound by MCAA's Whistleblower Policy.

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Type/Print Name

Signature