

BYLAWS  
Of  
Alliance Charter Education Corporation

(Amended February 2023)

## **Article I – General**

Section 1. Purpose of Corporation. The purposes of this Corporation shall be as set forth in its Articles of Incorporation. These Bylaws specify various matters affecting the operations and governance of the Corporation. The purpose of this corporation is to govern Alliance Charter Elementary School (“Alliance”), including but not limited to providing input to the Neenah Joint School District (“NJSD”) and to make decisions regarding Alliance’s structure and curriculum, daily operations, staffing and support services, budgeting and fundraising, strategic planning, development and training of volunteers, facilitating use of community resources, and in general, planning and carrying out activities to support Alliance’s curriculum, teachers, and parents in partnership with the Neenah Joint School District. Members work to support the mission and vision of the school, and to uphold the expectations outlined in the Charter Agreement.

Section 2. Solicitation and Receipt of Gifts. The Corporation shall seek gifts, contributions, donations and bequests (herein generally called “gifts”) for its purposes. While the Corporation specifically encourages unrestricted gifts whose principal and/or income therefrom may be used for the Corporation’s purposes, in the discretion of the Board of Directors of the Corporation (herein called “ACEC” which stands for Alliance Charter Education Corporation), ACEC will accept gifts for a restricted or otherwise designated purpose, if such restriction is determined by ACEC to be acceptable or otherwise conforms with these Bylaws and any other guidelines established by ACEC for such restricted gifts.

## **Article II – Members**

The Corporation shall be managed by its Board of Directors (“ACEC”) as set forth in Article III below.

## **Article III – Directors**

Section 1. Powers. Subject to the limitations of the Articles of Incorporation of this Corporation, these Bylaws and the laws of the State of Wisconsin, the affairs of the Corporation shall be managed by ACEC.

Section 2. Number; Election; Term.

A. ACEC shall consist of not less than nine (9) and not more than fourteen (14) Members each year of operation of Alliance Charter Elementary School. Members will be elected to specific positions and the length of term as described in section 2(B) of this article.

B. ACEC Members will be elected to their positions by act of a Quorum of currently serving Members. Elections for all positions shall take place in May, with Members taking office effective at the end of the Annual Meeting taking place in May or June, or July 1st in the case an annual meeting has not yet occurred. The Children's House Representative, the Lower Elementary Representative, and the Upper Elementary Representative shall each hold office for a period of one (1) year, with the option to renew their term up to three (3) years. All other Members will hold office for a period of three (3) years, or until such Member's successor shall have been duly elected, or until such Member's resignation, death or removal. The Chair-Elect will hold office for a period of three (3) years, one (1) as Chair-Elect and two (2) as Chair. Members may be reelected to serve more than one (1) term in office. The Children's House Representative, the Lower Elementary Representative, and the Upper Elementary Representative must be an adult family member and/or primary caregiver of one or more students currently enrolled in one of the grades represented by such member. All other Members may be members of the community at-large, including but not limited to, parents of currently enrolled students, excluding employees of NJSD or Alliance Charter Elementary School.

Section 3. Resignation. A Member may resign at any time by giving written notice to the Secretary of the ACEC Board, who shall advise ACEC of such resignation, which shall take effect at the time specified therein, or, if no time is specified, then upon its receipt by the Secretary of ACEC. Unless otherwise specified therein, acceptance of such resignation shall not be necessary to make it effective. Such resignation shall be noted in the Minutes of the next regularly scheduled ACEC meeting following such resignation.

Section 4. Removal. Any individual Member may be removed from office by the action of a majority of the Members then in office at a meeting duly called and held for such purpose. No reason must be given or proven to remove a Member.

Section 5. Vacancies. A vacancy or vacancies in ACEC occurring for any reason may be filled by appointment by ACEC, approved by majority vote of the Members then in office. Each Member so elected shall hold office for the unexpired portion of the term of such Member was elected to fill, or until such Member's successor is elected and qualified, or until such Member's death, resignation, or removal. In the event of a vacancy in the office of Chair the Chair-Elect shall become Chair and serve the remainder of their original elected term. In the event of a vacancy of both the offices of Chair and Chair-Elect the first non-vacant of the Resource Coordinator, Community Outreach Coordinator, Diversity Equity and Inclusion Advocate, Sustainability Coordinator, Treasurer or Secretary shall serve as Chair until the position of Chair is filled by appointment.

Section 6. Meetings. Meetings of ACEC shall be held monthly during the school year. No more than one month of a regularly scheduled meeting may be canceled and not rescheduled. At least two meetings must take place between June and August. ACEC will provide notice to Alliance families, teachers, and community members of Alliance meetings.

- A. Annual Meeting. The Annual Meeting of ACEC shall be held each year on or before the third Monday in June, at a time and place to be determined by ACEC. The purpose of this meeting is to review the year, and assess needs and goals for the future and transition incoming elected Members. The Annual meeting should be attended by both outgoing Members and newly elected Members. The Annual Meeting should be a small group workshop separate from the regularly scheduled monthly meeting, although feedback and ideas from Alliance families should be included.
- B. Regular Meetings. Regular meetings of ACEC will be held monthly.
- C. Committee Meetings. Committee meetings will be held based on the mission and description of the meetings. These meetings will be determined by the Executive Committee of ACEC.
- D. Alliance Staff Collaboration Meetings. The Chair and/or another representative from the ACEC Executive Committee, will participate in scheduled meetings with Alliance staff on a monthly basis. These meetings will take place during a portion of the staff's regular collaboration time, in order to minimize additional work hours. The purpose of these meetings is to maintain communication and allow for strategic planning and collaboration between the staff and ACEC.
- E. NJSD Compliance Meetings. Representatives of ACEC will meet with the Superintendent of the Neenah Joint School District or his/her designee, at the Superintendent's option, to review Charter Contract compliance, changes, or renewal.
- F. Special Meetings. Special Meetings of ACEC for any purpose(s) may be held whenever called by the Chairperson of ACEC, or if the Chairperson is absent or is unable or refuses to act, by the Chair-Elect or by a majority of ACEC Members.

Section 7. Notice. Notice of any meeting of ACEC shall include the Place, Date and Hour of the meeting, and shall be given to each Member, in writing, including electronic mail or other means of electronic delivery, not more than thirty (30) days nor less than twentyfour (24) hours before the time set for such meeting. If the notification is sent via the United States Postal Service, it shall be mailed at least three (3) days before the date of such meeting, and shall be

deemed delivered when deposited in the United States mail, with postage prepaid, addressed to the Member at the Member's address as it appears in the records of the Corporation. Neither the business to be transacted at, nor the purpose of, any meeting of ACEC need be specified in the Notice or Waiver of Notice of such a meeting.

Section 8. Action Without Meeting. Any action that may be taken at a meeting of ACEC may be taken without a meeting if all of the Members consent in writing to such action. Such action by written consent, including electronic mail or by facsimile transmission, shall have the same force and effect as the unanimous vote of the Members. Such action shall be confirmed in the Minutes of the next regularly scheduled meeting of ACEC.

Section 9. Quorum; Action of Directors. A majority (half plus one) of the number of Members currently elected and serving a term shall constitute a Quorum for the transaction of business. The act of a majority of the Members present at a meeting at which a Quorum is present shall be the act or the decision of ACEC, unless the act of a greater proportion is required by law, the Articles of Incorporation, or these Bylaws.

Section 10. Adjournment. Any meeting of ACEC, whether Regular or Special, and whether or not a Quorum is present, may be adjourned from time to time by the vote of a majority of the Members present.

Section 11. Conduct of Meetings. The Chairperson, and in his/her absence, the Chair-Elect, and in the absence of both, any person chosen by the Members present, shall act as Chair at every meeting of ACEC. The Secretary of the Board, or in his/her absence, any person appointed by the Chair of the meeting, shall act as the Secretary of the meeting, recording the events of the meeting.

Section 12. Methods of Conducting Meetings. Members may participate in any Regular or Special Meeting or in any meeting of a committee of Members by any means of communication by which either (a) all participating Members may simultaneously hear each other during the meeting, or (b) all communication during the meeting is immediately transmitted to each participating Member and each participating Member is able to immediately send message to all other participating Members. If a meeting is conducted through the use of one of the foregoing means, all participating Members must be informed that a meeting is taking place at which official business may be transacted. A Member participating in such a meeting is deemed to be present in person at the meeting. If requested by any Member, minutes of the meeting shall be prepared and distributed to each Member.

Section 13. Compensation. No compensation shall be paid to any Member for serving on ACEC.

Members may be reimbursed for approved expenses actually incurred in carrying out any activity of this Corporation that is within the scope of its purpose as set forth in Article I of these Bylaws.

Section 14. Committees. ACEC or the Chairperson may authorize, and appoint or remove members (which members need not be ACEC Members) of, Committees to consider appropriate matters, make reports to the Chairperson and/or ACEC, and fulfill such other advisory functions as may be designated. The designation of such Committees and the members thereof, shall be recorded in the Minutes of ACEC.

Section 15. Changes to the Charter Document. Changes to the Charter Document, such as those which affect the following

- Day to day operations of Alliance
- The Alliance Mission or Vision
- The Educational Program
- The intention of the current Charter document

Shall require the following:

- Special committee meeting and research to address any ramifications of said change. The school administrator should be involved in this process.
- Input from Alliance families regarding the proposed change
- Majority agreement to the change by the staff (classroom teachers and administrator of Alliance).
- Review of Alliance resources, including the Alliance Resource binder, to understand the original vision/rationale.
- Three quarters (3/4) vote of the Council Board to approve after the above requirements have been met.

Only minor editing changes to the Charter document, which are considered not to affect the operations of Alliance, as stated above, may be done without special committee research by a regular majority vote of ACEC.

## **Article IV – Officers and Members**

Section 1. Officers and Executive Committee. The Officers of ACEC/Corporation shall be: Chair, Chair Elect., Secretary and Treasurer. These five Officers shall make up the Executive Committee. This Executive Committee may choose to have meetings separate from the ACEC Board if the need arises, and will bring recommendations or ideas from those meetings forward

to the rest of the Board.

ACEC Officers shall be elected to their positions by vote of ACEC. ACEC shall also include as its voting members, not less than one (1) elected Children's House Representative, one (1) Lower Elementary Representative, and one (1) Upper Elementary Representative, and up to five (5) members serving the other roles defined below..

**A. Chair.**

- a. The Chair shall preside at all meetings of ACEC, and shall set agenda and priorities for all meetings.
- b. Coordinate the work of the Officers and Committees of the Corporation in order to promote its purposes
- c. Participates in or leads strategic planning
- d. Assists in the annual lottery process with the Principal
- e. Works with the Principal as an additional liaison to the NJSD, School Board, Superintendent, and Director of Elementary Education
- f. Participates in the hiring process for Alliance staff

**B. Chair-Elect.**

- a. The Chair-Elect shall act as an aide to the Chairperson, and shall perform the duties of the Chairperson when required.
- b. Will assume the position of Chair the following year.
- c. The chair-elect position will only be filled during the final year of the term of the currently serving Chair.

**C. Secretary.** The Secretary shall perform all duties incident to the Office of Secretary and such other duties as from time to time may be assigned by the Chairperson or ACEC, including, but not limited to the following functions:

- a. Ensures the minutes and agenda for ACEC meetings are prepared, posted, and retained in shared electronic storage provided for that purpose (Google Drive or similar).
- b. See that all Notices are duly given in accordance with the provisions of these Bylaws and Wisconsin open meetings law.
- c. Be Custodian of the corporate records and maintain files for all community and stakeholder correspondence
- d. Work with Alliance administrative staff to ensure that all published policies, manuals, handouts, reports, statements, and other documents are prepared, distributed, and filed as appropriate.
- e. Be the timekeeper at meetings

**D. Treasurer.** The Treasurer shall perform all of the duties incident to the Office of Treasurer and such other duties as from time to time may be assigned to the Treasurer by

ACEC, Including, but not limited to, the performance by him or herself or by competent delegates or professionals at the Treasurer's direction, the following functions:

- a. Have charge and custody of, and be responsible for, all funds and securities of the Corporation, and deposit all such funds in the name of the Corporation in such banks, credit unions, or other financial institutions as shall be selected by ACEC;
  - b. Keep and maintain adequate and correct accounts of the Corporation's properties and business transactions, including accounts of its assets, liabilities, receipts, and disbursements;
  - c. Render statements of the condition of the finances of the Corporation to ACEC upon request;
  - d. Receive, and give receipt for, monies due and payable to the Corporation from any source whatsoever
  - e. Prepare all relevant tax filings and make filings and other financial records available for public inspection upon written notice
  - f. Work with and lead the budget committee to develop an annual operating budget draft by July 1 of each year, and present the budget draft to ACEC for approval.
  - g. Work with the budget committee and the Executive committee to identify and plan for long term financial goals
  - h. Assist as needed in developing policies and procedures for various financial situation
- E. Resource Coordinator. The Resource Coordinator shall be responsible for pursuit of outside resources to support Alliance Charter Elementary School. This includes leading the application process for local, state or federal grants or other fundraising efforts ACEC might pursue, in addition to seeking local donated resources for specific needs that might arise. The Resource Coordinator shall also be responsible for reporting compliance or performance measures required for any outstanding grants or grant commitments.
- F. Sustainability Coordinator. The Sustainability Coordinator shall be responsible for encouraging Alliance Charter Elementary School to follow the framework of Dr. Montessori's approach to nature and the outdoor environment. In this role, the Sustainability Coordinator should be inspired by Montessori herself, as Maria Montessori said "There must be provision for the child to have contact with nature; to understand and appreciate the order, the harmony, and the beauty in nature." The Sustainability Coordinator shall also be responsible for coordinating year-round maintenance of the outdoor learning space and garden. They may be inspired to undertake projects such as improving environmental impact in daily life around the school, helping to source opportunities for our students to be stewards of nature, and/or researching and spearheading sustainability efforts (ie. TerraCycle recycling programs, reduction in conventional energy use in the school).
- G. Community Outreach Coordinator The Community Outreach Coordinator shall be



responsible for fostering relationships with individuals, businesses and organizations outside of Alliance Charter Elementary School for the purpose of board membership, resources for teachers and cultivating supportive partners for our overall mission. To reach further into the community, this position also includes maintaining the Alliance Charter Elementary School website and social media page(s), ensuring all upcoming events are posted and the calendar is kept current.

- H. Diversity, Equity and Inclusion Advocate - The Diversity, Equity, & Inclusion Advocate shall take an active role in guiding Alliance Charter Elementary to follow Dr. Maria Montessori's vision for children to build an awareness of and appreciation for their diverse and interconnected world. The Diversity, Equity, & Inclusion Advocate will support Alliance Charter Elementary by providing guidance on current best-practices in DEI initiatives, helping current and prospective families connect with services to reduce potential barriers from families feeling they can enroll at Alliance (e.g. English Language Learner Services, Interpreter Services, Free-Reduced Lunch Services, Bussing Services, & Before/After-Care Services) and work to identify opportunities to promote Alliance and make it an accessible option to attract a diverse student population.
- I. Children's House Representative - The Children's House Representative shall be responsible for representing the needs and views of Alliance families in grades 4K and Kindergarten. This person will serve as the link between families with students enrolled in grades 4K and Kindergarten and ACEC. The Children's House representative will work with the teachers for 4K and Kindergarten and the families of those classrooms, communicating information to and from ACEC. There will be at least one (1) Children's House Representative, representing at least one (1) and not more than three (3) classroom sections. The number of Children's House Representatives shall increase to greater than one, should there be more than three (3) classroom sections. The Children's House Representative should communicate frequently with the families they represent in order to be aware of their opinions on key issues. The Children's House Representative is required to gather feedback from the families they represent when faced with a vote that affects the Charter document or changes to the day to day operations of Alliance. The Children's House Representative position should be filled by an adult family member and/or primary caregiver of a student in the Children's House.
- J. Lower Elementary Representative - The Lower Elementary Representative shall be responsible for representing the needs and view of Alliance families in grades 1, 2, & 3. This person will serve as the link between families with students enrolled in grades 1, 2, & 3 and ACEC. The Lower Elementary Representative will work with the teachers for grades 1, 2, & 3 and the families of those classrooms, communicating information to and from ACEC. There will be at least one (1) Lower Elementary Representative, representing at least one (1) and not more than three (3) classroom sections. The number of Lower Elementary Representatives shall increase to greater than one, should there be

more than three (3) classroom sections. The Lower Elementary Representative should communicate frequently with the families they represent in order to be aware of their opinions on key issues. The Lower Elementary Representative is required to gather feedback from the families they represent when faced with a vote that affects the Charter document or changes to the day to day operations of Alliance. The Lower Elementary Representative position should be filled by an adult family member and/or primary caregiver of a student in the Lower Elementary level.

- K. Upper Elementary Representative - The Upper Elementary Representative shall be responsible for representing the needs and view of Alliance families in grades 4, 5, & 6. This person will serve as the link between families with students enrolled in grades 4, 5, & 6 and ACEC. The Upper Elementary Representative will work with the teachers for grades 4, 5, & 6 and the families of those classrooms, communicating information to and from ACEC. There will be at least one (1) Upper Elementary Representative, representing at least one (1) and not more than three (3) classroom sections. The number of Upper Elementary Representatives shall increase to greater than one, should there be more than three (3) classroom sections. The Upper Elementary Representative should communicate frequently with the families they represent in order to be aware of their opinions on key issues. The Upper Elementary Representative is required to gather feedback from the families they represent when faced with a vote that affects the Charter document or changes to the day to day operations of Alliance. The Upper Elementary Representative position should be filled by an adult family member and/or primary caregiver of a student in the Upper Elementary level.
- L. Principal. The Principal is a non-voting *ex officio* member of the board. The Principal is responsible for the daily operations of Alliance and will work closely with the ACEC Board to ensure that the educational goals of Alliance are being attained. The Principal shall oversee the educational programs, handle student discipline, oversee clerical activities including attendance, correspondence and records maintenance, supervise and oversee Alliance teachers and other staff, administer assessment and evaluation programs, monitor achievement of educational goals, maintain daily building operations and serve as the primary contact for communications between NJSD and Alliance.
- M. Staff. Three (3) staff members representing the teachers are invited to attend and participate with the board as non-voting *ex officio* members on a rotating basis.

## **Article V – Instruments, Bank Accounts, Checks and Drafts, Loans, Securities**

Section 1. Execution of Instruments. Except as otherwise provided in these Bylaws, ACEC may authorize, in writing, any Officer(s) or Agent(s) to enter into any contract or execute and deliver any instrument in the name of and on behalf of, the Corporation, and such authorization may be general or confined to specific instances. Except as so authorized, or as in these Bylaws

otherwise expressly provided, no Officer, Agent, or Employee shall have any power or authority to bind the Corporation by any contract or to pledge its credit or render it liable for any purpose in any amount.

Section 2. Bank Accounts. ACEC from time to time may authorize the opening and keeping of general and/or special accounts with such banks, credit unions, or other financial institutions as may be selected by ACEC or by any Officer(s) or Agent(s) of ACEC/Corporation to whom such power may be delegated from time to time by ACEC. ACEC may make rules and regulations with respect to financial accounts, consistent with the provisions of the Bylaws.

Section 3. Checks and Drafts. All checks, drafts, or other orders for the payment of money, notes, acceptances, or other evidences of indebtedness issued in the name of the Corporation shall be signed by such Officer(s) or Agent(s) of the Corporation in such manner as shall be determined from time to time by resolution of ACEC.

Section 4. Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized in writing or under the authority of a Resolution of ACEC. Such authority may be general or confined to specific instances. No loans may be made by ACEC to any Member of ACEC/Corporation, directly or indirectly, except that reasonable advances of reimbursable expenses may be made at the discretion of the Chairperson, or in the case of the Chairperson, as determined by ACEC.

## **Article VI – Miscellaneous**

Section 1. Fiscal Year. The fiscal year of Alliance Charter Education Corporation shall end on June 30 of each year, consistent with that of Neenah Joint School District.

Section 2. Corporate Seal. The Corporation shall have no seal.

## **Article VII – Indemnification**

Section 1. Mandatory Indemnification. The Corporation shall, to the fullest extent permitted or required by Statute, indemnify each Member against any and all Liabilities, and advance any and all reasonable Expenses as incurred by a Member arising out of, or in connection with, any Proceeding to which such Member is a Party because he or she is a Member of the Corporation. The rights to indemnification granted hereunder shall not be deemed exclusive of any other rights to indemnification against Liabilities or the advancement of Expenses to which such person may be entitled under any written Agreement, Board Resolution, vote of Directors, the Statute, or otherwise. The Corporation may, but shall not be required to, supplement the right to indemnification against Liability and advancement of Expenses under this Section 1 by the

purchase of insurance on behalf of any on or more of such persons, whether or not the Corporation would be obligated to indemnify such person under this Section 1. The term “Statute”, as used in this Article, shall mean Sections 181.0871 through 181.0889 of the Wisconsin Nonstock Corporation Law and all amendments thereto which permit or require the Corporation to provide broader indemnification rights that prior to the amendment. All other capitalized terms used in this Article and not otherwise defined herein shall have the meaning set forth in Section 181.0871 of the Statute.

Section 2. Limited Liability of Volunteers. Each individual, other than an employee of the Corporation, who provides services to, or on behalf of, the Corporation without compensation (“Volunteer”) shall be immune from liability to any person for damages, settlements, fees, fines, penalties or other monetary liabilities arising from any act or omission as a Volunteer to the fullest extent provided in Section 181.0670 of the Wisconsin Nonstock Corporation Law or any similar successor provision thereto. For purposes of this Section, it shall be conclusively presumed that any Volunteer who is licensed, certified, permitted or registered under state law, and who is performing services to or on behalf of the Corporation without compensation, is not acting within the scope of his or her professional practice under such license, certificate, permit or registration, unless expressly indicated to the Corporation in writing.

## **Article VIII – Amendment**

These Bylaws may be amended at any time by action of ACEC.

ALLIANCE Bylaws Approved 1/8/04

Amended in May of 2010

Amended in April of 2011

Amended in March of 2014 sibling definition added to Lottery section (Addendum D)

Amended in February of 2023

## **Addendum A**

### **Alliance Charter Elementary Mission Statement**

Approved October, 2008

We are a community of learners working together to provide a unique choice in public education, using an enriching Montessori environment. We strive to engage and inspire students to become lifelong learners, problem solvers, and responsible global citizens.

As a “community of learners...”

- Our school, families, and community all play a role in meeting the needs of our students. Education is a shared responsibility. Learning occurs everywhere and does not end when the school day is finished.
- Our teachers and families work together and support each other to enhance the learning process. Parents, family, and community members are used as learning resources and volunteers in the school.
- We are all constantly learning and improving our own skills, in order to be effective teachers and models for our children.

Key Components of our “Montessori learning environment:”

- Engaged Learning – The most profound learning takes place when the learner is directly and intrinsically involved in the learning process. Providing daily opportunities for students to make decisions, use initiative, and follow their interests motivates students to learn.
- Individualized Instruction – Students have the ability to progress at their own rate, with instruction presented in a variety of ways, including small group, one-on-one, and when appropriate, whole group. Specialist classes may be done as a whole group with teachers differentiating instruction to meet individual student needs.
- MultiAge Student Groupings – A multiage classroom structure encourages students to teach and learn from each other.
- Handson Activities and Sequential Learning Materials – Enriched learning takes place through the senses as students actively engage in a variety of handson, real life activities, with learning materials that teach specific concepts, and interaction with their peers and teachers. These meaningful experiences lead to the abstract understanding of ideas.
- Specially Prepared Environment –The classroom provides an inquiring, collaborative, nurturing atmosphere which encourages academic excellence, and physical, social, and emotional development.
- Uninterrupted Blocks of Work Time – Daily blocks of work time allow students to develop concentration and creativity, exercise choice in their work activities, investigate topics of interest, problem solve, and teach and learn from each other. Through their projects and studies, students learn the connections between various subjects as well as their practical applications.
- Teachers as Researchers and Facilitators– Alliance teachers are skilled observers of the students in their classrooms and know how to create optimal learning environments. Teachers serve as a guide, promoting problem solving techniques and leading children toward independence by stimulating their thinking and learning.

## **Addendum B**

### **Alliance Charter Elementary Vision Statement**

Approved October, 2009

Alliance Charter Elementary will be an inspiration for excellence in academics and will be a destination school for families and staff. We will accomplish this by using a Montessori approach, supporting active parental involvement, encouraging staff collaboration and education, and operating in a building that is conducive to rich, active learning.

## **Addendum C**

### **Alliance Charter Elementary Enrollment and Lottery Process**

Amended January 2023

#### **Lottery Committee:**

The Principal will lead the lottery process, with input from the ACEC Chair and one other member of the current ACEC Board. These three individuals will assist with and witness the lottery when it takes place.

#### **Caps on Classrooms:**

The Principal, the staff and ACEC Chair, will determine the caps for each grade level, for approval by ACEC at the regular November meeting. In setting these caps, it will be important to take into consideration the special needs of Alliance as a Montessori school with multi-grade classrooms, as well as the caps and circumstances throughout the rest of the district.

#### **Enrollment:**

The Governance Board will set enrollment space per grade level for the following school year by December 1 and submit them to the District by January 1. If the number of enrollment applications exceeds the enrollment limit, the school will select students on a random lottery basis.

The Charter School will give preference to (1) pupils and siblings of pupils who are already attending the Charter School and (2) children of the charter school's founders (initial governing board), governing board members, and full-time employees but the total number of such children given preference will constitute no more than 10 percent of the charter school's total enrollment.

Open enrolled applicants who meet the eligibility requirements and select the Charter School as a preference will be placed in the Charter School if space is available. If a student who has selected the Charter School as a preference is a student with a disability under the Individuals with Disabilities Education Act, placement will be determined by the IEP team in accordance with federal law.

Class placement will be decided by the educational team. Decisions will be grounded in best fit educational, social, and emotional development of the student and will be finalized by the first week of August prior to the district's publishing of student rosters. Any changes to placement will follow the procedure as original placement.

#### **Application:**

All applications are to be received by the office or central administration and dated upon receipt. All applications received after the deadline are held separately and will be put at the *bottom* of

the lottery waitlist, regardless of residency status. Families must submit the Alliance Charter Elementary School Enrollment Form for Grades K5. After students have accepted enrollment at Alliance, the student's home school will be notified by administration.

Applications that are received by the deadline must be verified for accuracy, especially in terms of age and residency. Applications for siblings of current students or previous students should be verified and held to the side.

The Alliance Principal should be aware of any applications made for children of Alliance staff members. These applications should also be held to the side.

### **Verification of Siblings:**

All prospective students should mark on their application form if they have ever attended Alliance, or if they have siblings who have ever attended Alliance. All previous Alliance families are given first priority of enrollment, regardless of their length of time at Alliance.

It is the responsibility of each family to note this sibling relationship on their application. Listing that prior student's name on the application form will serve as a way for the lottery committee to verify the relationship and attendance.

For the purpose of ACEC lottery, a sibling by definition meets any one of these:

- A child sharing the same parent/legal guardian.
- Biological/adoptive sibling
- Stepsibling residing in the same household
- Foster children residing in the same household

### **Lottery Process:**

After verifying, applicants should be sorted by grade and by in-district/out-of-district. First priority will be given to the siblings of current or former Alliance students and children of any current Alliance staff members. A lottery process will then be held for the remaining entries, drawing first from within NJSD, and then from applicants outside of the district.

Prior to the lottery, the Administrative Assistant at Alliance will create a list of applicants, noting any siblings also in the lottery. All applicants of the same family will be given a single ticket per applicable grade. Family tickets will be sorted by grade and by in-district/out-of-district, then randomly selected for placement. The principal may choose the precise method to ensure



unbiased, random selection, such as placing family tickets in envelopes for the blind selection, or using a randomizer software program. The lottery must be witnessed by the Principal and two members of the ACEC Board (the lottery committee).

All applicants are notified within seven (7) days of their placement into the school or their wait list number. For lottery winners, letters of commitment are required to be returned by the date set by the Principal (usually two weeks). Lack of response or declining the enrollment results in removal of the student from the roster and the next child on the wait list is offered the spot. As a courtesy, it is good to phone people before removing them from the roster. Each class list needs to be monitored as long as a wait list exists, and families notified and offered their spot if it becomes available. The Principal will be responsible for this notification process, and for the remaining wait list

**Notification and Acceptance:**

All applicants are notified within 7 days of their placement into the school or their waitlist number. For lottery winners, letters of commitment are required to be returned by the date set by the Principal (usually about two weeks). Lack of response or declining the enrollment results in removal of the student from the roster and the next child on the waitlist is offered the spot. As a courtesy, it is good to phone people before removing them from the roster. Each class list needs to be monitored as long as a waitlist exists, and families notified and offered their spot if it becomes available. The principal will be responsible for this notification process, and for maintaining the waitlist.