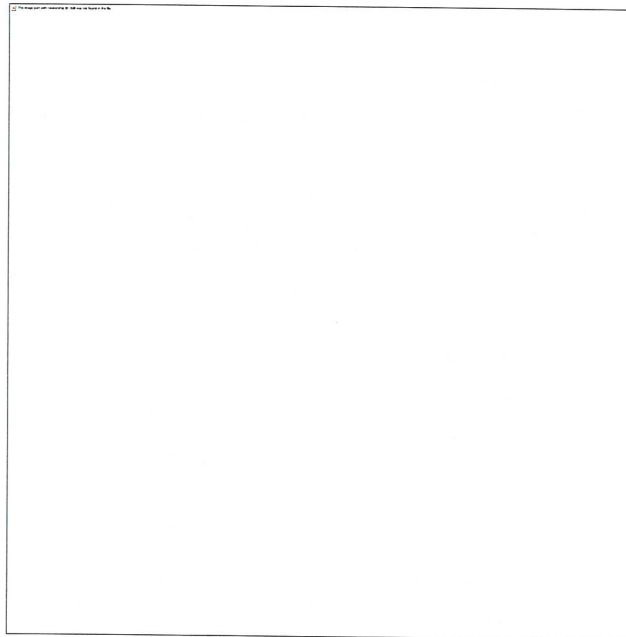


ALABAMA PUBLIC CHARTER SCHOOL COMMISSION



PUBLIC CHARTER SCHOOL CONTRACT

2021

CHARTER CONTRACT FOR CHARTER AUTHORIZERS

PURPOSE

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

ATTRIBUTION

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

COMMISSION'S ACKNOWLEDGMENT AND ATTRIBUTION

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

PUBLIC CHARTER CONTRACT

INSTRUCTIONS

NOTE

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

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

2. Commission/Governing Board Acknowledgement and Attribution

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

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

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

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

PUBLIC CHARTER SCHOOL CONTRACT

Issue Date: July 9, 2021

CHARTER SCHOOL CONTRACT
FOR THE OPERATION OF

PARTIES:

Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

Governing Board: Empower Schools of Alabama

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PARTIES

This agreement is executed on this 9th day of July, 2021 by and between the Alabama Public Charter School Commission ("Commission") and Empower Schools of Alabama ("Governing Board"), for the operation of Empower Community School ("School").

ARTICLE I: PURPOSE, TERM AND CONDITIONS PRECEDENT

Section 1.1 Purpose

This Contract outlines the roles, powers, responsibilities, and performance expectations for the Governing Board's establishment and operation of Empower Community School, (the "School"), a public charter school. The Governing Board must comply with all of the terms and provisions of this Charter School Contract ("Contract") and all applicable rules, regulations, and laws.

Section 1.2 Term of Contract

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

Section 1.3 Pre-Opening Conditions

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

ARTICLE II: DEFINITIONS

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

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

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

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

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

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

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

DEPARTMENT. The Alabama State Department of Education.

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

FISCAL YEAR. October 1 through September 30.

GOVERNING BOARD. The independent board of a public charter school that is party to the charter contract with the authorizer. A governing board shall have at least 20 percent of its membership be parents of students who attend or have attended the public charter school for at least one academic year. Before the first day of instruction, the 20 percent membership requirement may be satisfied by parents who intend to have their students attend the public charter school.

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

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

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

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

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

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

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

SCHOOL YEAR. July 1 through June 30.

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

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

STATE SUPERINTENDENT. The State Superintendent of Education.

ARTICLE III: SCHOOL'S PURPOSE

Section 3.1 Executive Summary

In Fall 2022, Empower Community School will open its doors to serve scholars in grades K-8 in Bessemer, AL. Our personalized approach to teaching and learning energizes scholars to own their learning, develop social, emotional, and communications skills, and become leaders in their communities.

At Empower, every aspect of our work with scholars, families, educators, and partners is grounded in our belief statements. We believe:

- I. Every scholar can learn and grow in challenging academic settings with appropriate support.
- II. Every scholar has unique needs, and scholars should have voice and choice in the learning process.
- III. Social and emotional development is critical to academic growth.
- IV. Young people can lead and influence change in our society.
- V. Schools are a place for equitable collaboration between educators, scholars, families, and the broader community.

Section 3.2 Mission and Vision

The mission of Empower Community School is to change in our community by forging collaboration between a diverse group of scholars, educators, families, and partners to educate the next generation of community leaders and advocates. Our vision is to become a recognized leader for collaboration and community building while preparing our scholars to excel in every academic endeavor and empowering them to advocate for themselves, their communities, and the disenfranchised.

Empower is excited to serve students of Bessemer and has secured two facilities, one of which is located in heart of the Northside Community. Other schools in the area are Abrams Elementary and Charles F. Hard Elementary both of which, according to 2018-2019 ALSDE State Report Card data, are performing more than 20 percentage points below the state average. Empower believes the students and families of Bessemer deserve a high-quality educational option in the community. Additionally, our unique approach to educating the whole child will support student academic, social, and emotional growth. Given the wide range of student achievement results in the area, Empower's personalized approach to education and commitment to developing whole citizens ensures that each individual student will be provided with the instruction and support needed to excel. The below charts outline our projected enrollment and student demographics.

Enrollment By Year	2022-2023	2023-2024	2024-2025	2025-2026	2026-2027
K	88	88	88	88	88
1	88	88	88	88	88
2	80	84	84	84	84
3		80	84	84	84
4			80	84	84
5				80	84
6	75	75	75	75	75
7	75	75	75	75	75
8		75	75	75	75
Projected Student Demographics				Empower	Bessemer City Schools
% Black or African American				80%	83%

% Latino or Hispanic	17%	14%
% Asian, Native Hawaiian, or Pacific Islander	0%	0%
% American Indian, Native American, Or Alaskan Native	0%	1%
% White	10%	10%
% Multiple or other race, ethnicity, or origin	5%	5%
% Free or Reduced Lunch	75%	69%
% English Language Learners	10%	7%
% Students with Special Needs	15%	12%

ARTICLE IV: GOVERNANCE

Section 4.1 Governance

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

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

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

Section 4.2 Governance Documents

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

Section 4.3 Non-Profit Status

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

Section 4.4 Organizational Structure and Plan

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

Section 4.5 Composition

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

Section 4.6 Change in Status or Governance Documents

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

Section 4.7 Conflicts of Interest

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

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

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

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

Section 4.8 Open Meetings

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

ARTICLE V: GENERAL OPERATIONAL REQUIREMENTS

Section 5.1 General Compliance

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

Section 5.2 Public School Status

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

Section 5.3 Nonsectarian Status

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

Section 5.4 Access to Individuals and Documents

The School shall provide the Commission with access to any individual, documentation, evidence, or information requested 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 imposed by the Commission will be a material and substantial breach of the Contract.

Section 5.5 Ethics

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

Section 5.6 Record Keeping

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

Section 5.7 Non-Discrimination

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

Section 5.8 Inventories

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

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

Section 5.9 School Closure/Assets

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

Section 5.10 Transportation

The School may enter into a contract with a school system or private provider to provide transportation to the School's students. The School shall be responsible for providing students transportation consistent with the plan proposed in the approved application, Attachment 12: Public Charter School Application, page 89.

Section 5.11 Staff Qualifications

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

Section 5.12 Contracting for Services

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

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

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

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

Section 5.13 Transaction with Affiliates

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

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

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

ARTICLE VI: ENROLLMENT

Section 6.1 Enrollment Policy

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

Section 6.2 Maximum Enrollment

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

Section 6.3 Annual Enrollment Review

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

Section 6.4 Enrollment Plan

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

ENROLLMENT MIN/MAX	Year 1		Year 2		Year 3		Year 4		Year 5		FULL	
	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max	Min	Max
k	64	100	64	100	64	100	64	100	64	100	64	100
1	64	100	64	100	64	100	64	100	64	100	64	100
2	64	100	64	100	64	100	64	100	64	100	64	100
3			64	100	64	100	64	100	64	100	64	100
4					64	100	64	100	64	100	64	100
5							64	100	64	100	64	100
6	48	90	48	100	48	100	48	100	48	100	48	100
7	48	90	48	100	48	100	48	100	48	100	48	100
8			48	90	48	100	48	100	48	100	48	100
Total Enrollment	288	480	400	690	464	800	528	900	528	900	528	900

Section 6.5 Student Records

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

Section 6.5 Student Information System

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

ARTICLE VII: TUITION OR FEES

Section 7.1 Tuition or School Fees

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

Anticipated fees are detailed in the following list:

Miscellaneous Field Trips – Estimated at \$20 per trip.

Empower Community Schools plans to provide assistance for families who are unable to pay field trip fees.

ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY

Section 8.1 Educational Program Terms and Design Elements

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

Section 8.2 Assessments

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

Section 8.3 English Learners

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

Section 8.4 Students with Disabilities

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

ARTICLE IX: FINANCIAL ACCOUNTABILITY

Section 9.1 Legal and Accounting Compliance

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

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

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

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

The School will utilize the same financial accounting system and procedures as non-charter public schools. The School shall utilize the financial accounting and payroll software programs used by non-charter Alabama public schools. 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* 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 November 1, 2021. The School may move its location(s) only after obtaining written approval from the Commission, subject to such terms and conditions as may be specified. Any change in the location of the School shall be consistent with the Application and acceptable to the Commission. Attachment 7: Physical Plant contains the address and description of the approved facility.

Section 10.4 Inspections

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

ARTICLE XI: EMPLOYMENT

Section 11.1 No Employee or Agency Relationship

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

Section 11.2 Retirement Plan/Insurance

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

Section 11.3 Background Checks

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

Section 11.4 Immigration

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

ARTICLE XII: INSURANCE AND LEGAL LIABILITIES

Section 12.1 Insurance

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

Section 12.2 Limitation of Liabilities

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

Section 12.3 Faith and/or Credit Contracts with Third Parties

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

ARTICLE XIII: OVERSIGHT AND ACCOUNTABILITY

Section 13.1 School Performance Framework

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

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

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

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

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

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

ARTICLE XIV: COMMISSION'S RIGHTS AND RESPONSIBILITIES

Section 14.1 Oversight and Enforcement

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

Section 14.2 Right to Review

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

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

Section 14.3 Notification of Perceived Problems

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

Section 14.4 Reports by the Commission

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

ARTICLE XV: BREACH OF CONTRACT, TERMINATION, AND DISSOLUTION

Section 15.1 Breach by the School

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

Section 15.2 Termination by the Commission

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

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

Section 15.3 Non-Renewal by the Commission

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

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

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

Section 15.4 Termination by the School

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

Section 15.5 Dissolution

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

Section 15.6 Disposition of Assets upon Termination or Dissolution

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

ARTICLE XVI: MISCELLANEOUS PROVISIONS

Section 16.1 Records Retention

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

Section 16.2 Confidential Information

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

ARTICLE XVII: NOTICE

Section 17.1 Notice

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

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

IN WITNESS WHEREOF, the Parties have executed this Contract to be effective July 9, 2021.

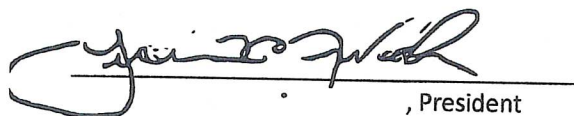
APPROVED BY A QUORUM OF THE COMMISSION ON MAY 20, 2021:



, Chair

Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:



, President

Empower Community 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:			
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.	11/10/2021		
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.	11/10/2021		
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.	11/10/2021		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	6/1/2022		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	7/1/2022		
School Operations:			
School Leader is hired.	11/1/2021		
School leader or assigned staff has participated in Child Nutrition Program Training.	3/10/2022		
School Leader has participated in ALSDE training in Federal Programs and Special Education.	3/1/2022		
School leader has participated in training in finance.	3/1/2022		

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.	1/5/2022		
Community engagement activities should be ongoing with one per quarter required.	11/10/2021 2/10/2022 5/10/2022		
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.	1/5/2022		
The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP). Accounting System?	ALSDE FINANCE SCHEDULE Ongoing		
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.	2/5/2022		
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.	2/5/2022		
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. (Post on School's Website)	3/5/2022		

Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended.	5/15/2022		
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.	4/5/2022		
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 . nSide	6/15/2022		
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.	7/15/2022		
State assessment schedule is on file with the Commission.	8/10/2022		
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.	8/10/2022		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	7/10/2022		
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). (PowerSchool)	7/10/2022		

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.	7/29/2022		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	7/29/2022		
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.	7/29/2022		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	7/29/2022		
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.	11/10/2021		
Evidence is provided that membership on the Governing Board of Directors is complete and complies with the School's governing board bylaws (i.e., governing board roster with contact information for all board members, identification of officers, and term of service).	7/29/2022		
Resume of each Governing Board member is on file with the Commission.	7/29/2022		
Governing Board disclosure forms are complete and on file with the Commission.	11/10/2022		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	11/10/2021		

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. Please see the performance framework attachment. These targets must be set by July 1st of each year of the School's operation.	11/10/2021		
Budget:			
Preopening Year Budget/Unencumbered Funds Available	12/10/2021		
Submit a Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	Ongoing 11/10/2021 2/10/2022 5/10/2022		
Submit evidence of fund balance quarterly.	12/10/2021 2/10/2022 5/10/2022		
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. (Bond)	6/15/2022		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission and on the school's website.	5/30/2022		
Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.	5/30/2022		
Provide and maintain online software requirements to ensure compliance in all areas; i.e. PowerSchool and Charter.Tools.	Ongoing		

Note:

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

Attachment 2: Governance Documents

BYLAWS

EMPOWER SCHOOLS OF ALABAMA, INC. AN ALABAMA NONPROFIT CORPORATION

AMENDED AND RESTATED BYLAWS

Article I. THE CORPORATION

The name of the Corporation is Empower Schools of Alabama, Inc. (the "Corporation")

Article II. PURPOSES

The Corporation is organized and is to be operated exclusively to carry out charitable and educational purposes, within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as now in effect or as may hereafter be amended (the "Code"), including, but without limitation thereon: (a) to operate, advise and support one or more public charter schools in the State of Alabama (hereinafter the "Schools"); (b) to exercise all rights and powers conferred by the laws of the State of Alabama upon non-profit corporations, including, but without limitation thereon, to raise funds, to receive gifts, devises, bequests and contributions, in any form, and to use, apply, invest and reinvest the principal and/or income therefrom or distribute the same for the above purposes; and (c) to engage in any other activity that is incidental to, connected with or in advancement of the foregoing purposes and that is within the definition of charitable and educational for purposes of Section 501(c)(3) of the Code, provided, the powers of the Corporation shall never be inconsistent with the purposes of the Corporation stated above or the Constitution of the United States or the State of Alabama. The purpose of the Corporation shall include the operation of one or more charter schools of higher learning whose mission is to empower and equip its students to rebuild and strengthen their own communities through education.

Article III. OFFICES

The Corporation's principal office and any other of its offices shall be located at such places within or without the State of Alabama as the Board of Directors may from time to time determine. The Corporation shall maintain within the State of Alabama a registered office at such place, which may be the principal office, as the Board of Directors may from time to time determine.

Article IV. MEMBERSHIP

The Corporation shall have no members within the meaning of Section 10A-3-2.01 of the Alabama Business and Nonprofit Entities Code.

Article V.
BOARD OF DIRECTORS

1. Number and Election of Directors. The number of Directors shall be fixed from time-to-time by the Directors but shall consist of not less than five (5) nor more than fifteen (15) Directors, including the Chief Executive Officer (“CEO”), who shall serve as an ex officio Director but without right to vote. At least twenty percent (20%) of the Directors shall be parents of students attending the Schools. Subject to Section 2 below, Each Director shall be appointed for a three-year term. Each Director shall be eligible to serve as a Director for up to two (2) consecutive terms of office. Thereafter, such Director must cease to serve for at least one year before being eligible for appointment to the Board of Directors.

2. Staggered Board. To establish staggered terms, the initial Directors have been split into three (3) classes (Class A, Class B, and Class C) with staggered terms, which each class as nearly equal in number as possible. The initial Class A Directors shall serve through September of 2021, the initial Class B Directors shall serve through 2022 and the initial Class C Directors shall serve through 2023. When the number of Directors is changed, any increase or decrease in the number of Directors shall be apportioned among the classes so as to make all classes as nearly equal as possible.

3. Nominations and Restrictions. Directors shall be nominated by a nominating committee of the Corporation, which shall then be referred to the full Board for final consideration and approval. No member of a local school board shall serve on the Board, if the charter school organized by the Corporation is located in that member's district.

4. Vacancies. Vacancies in the Board, including vacancies resulting from an increase in the number of directors, shall be filled by the Corporation in the manner provided, and each person so elected shall be a director to serve for the balance of the unexpired term.

5. Powers of the Board of Directors. The management of the affairs of the Corporation shall be vested in and exercised by the Board, which shall pursue such policies and principles as shall be in accordance with law, the provisions of the Articles of Incorporation, these Bylaws, and any written charter entered into by the Board. The Board shall be considered as having the powers of a Board of Directors and shall be deemed to be acting as the Board of Directors for all purposes of the Alabama Nonprofit Corporation Law. Without limiting the foregoing, the Board shall undertake the following responsibilities:

(a) Select, foster, evaluate, retain and terminate the CEO; delegate administrative functions to the CEO, including the power to appoint or remove other employees; and monitor the CEO's effectiveness and performance.

(b) Monitor the Schools' financial management; approve capital expenditures in accordance with the financial policies adopted by the Board; adopt annual capital and operating budgets for the Schools; institute, promote, and direct major fund raising for the Schools and otherwise undertake such steps as may be necessary to protect the financial stability of the Schools.

(c) Establish the philosophy and the objectives of the Schools; develop, implement, and updated the Schools' strategic plan, review the Schools' programs to ensure that the Schools are well-managed in accordance with the Schools' mission and purposes.

(d) Define and promulgate general policies for the Schools for the effective operation of the Schools, including financial, employment, and operating policies and procedures and ensure their effective implementation.

(e) Ensure that the Schools have adequate physical resources for the performance of their mission; adopt policies and procedures to maintain the physical plant(s) of the Schools; provide the sound management of the assets of the Schools.

6. Compensation and Expenses. The Directors shall serve without compensation for their services as such; provided that the directors may be reimbursed for their reasonable expenses.

7. Resignation of Directors. Any Director may resign from service on the Board of Directors by delivering a written resignation to the Board. The resignation is effective upon its receipt by the Corporation or a subsequent time as set forth in the notice of resignation. If the resignation is made effective at a later date, Corporation may appoint a director to fill the pending vacancy before the effective date, if the Board provides that the successor does not take office until the effective date.

8. Removal. A Director may be removed from office by the vote of two-thirds of the Directors, except that a Director may be removed for missing three or more meetings during a year if a majority of the Director vote for the removal.

9. Meetings of the Board Directors.

(a) *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.

(b) *Regular Board Meetings.* Regular meetings of the Board may be held at such places and at such times as the Board may from time to time determine. There shall be at least 6 regular meetings per year and they shall be held in Jefferson County, Alabama.

(c) *Special Board Meetings.* Special meetings of the Board may be held at any time and at any place when called by one or more Directors, upon reasonable notice, stating the time, place and purpose of said meeting, given to each Director. Notice to a Director of any meeting shall be deemed to be sufficient if given personally, by first-class mail or electronic mail not less than two (2) days prior to such meeting. Attendance of a Director at a meeting constitutes a waiver of notice of the meeting, except where a Director attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting was not lawfully called or convened.

(d) *Annual Meeting.* The annual meeting of the Board of Directors shall be held in the month of June in each year, at a date, time and place fixed by the Board, for the election of officers and for the transaction of such business as may properly come before the meeting.

(e) *Books and Records.* The Corporation shall keep books and records of account and minutes of the proceedings of the Board and committees, if any. Every Director shall, upon written demand under oath stating the purpose thereof, have a right to examine, in person or by agent or attorney, during the usual hours for business for any proper purpose, the books and records of account. The term "proper purpose" shall mean a purpose reasonably related to the interest of such person as a Director. In every instance where an attorney or other agent shall be the person who seeks the right to inspection, the demand under oath shall be accompanied by a power of attorney or such other writing which authorizes the attorney or other agent to so act on behalf of the Director.

10. Quorum. A quorum of the Board consists of a majority of the Directors in office immediately before a meeting begins. If a quorum is present when a vote is taken, the affirmative vote of a majority of Directors present is the act of the Board unless applicable law, the Articles or these Bylaws require the vote of a greater number of directors; provided, however, that any authorization or action to enter into or terminate any contract providing for the payment by the Corporation of \$100,000 or more to any person or entity shall require the approval of at least 75% of the Directors in office.

11. Committees of Directors. The Board may, by resolution adopted by a majority of the Directors in office, establish one or more committees of the Board as are deemed desirable, including an executive committee, nominating committee and/or one or more other committees. The Board may from time to time designate or alter, within the limits permitted by this Section 9, the duties and powers of such committees or change their membership, and it may at any time abolish such committees or any of them.

(a) *Powers of Committees.* Any committee shall be vested with such powers of the Board as the Board may determine in the vote establishing such committee or in a subsequent vote of a majority of directors then in office.

(b) *Committee Terms of Office.* Each member of a committee shall hold office until the next annual meeting of the Board (or until such other time as the Board may determine, either in the vote establishing the committee or at the election of such committee member) and until his or her successor is elected and qualified, or until he or she sooner dies, resigns, is removed, or is replaced by change of membership, or until the committee is sooner abolished by the Board.

(c) *Committee Voting.* A majority of the members of any committee, but not fewer than two, shall constitute a quorum for the transaction of business, but any meeting may be adjourned from time to time by a majority of the votes cast upon the question, whether or not a quorum is present, and the meeting may be held as adjourned without further notice. Each committee may make rules not inconsistent herewith for the holding and conduct of its meetings, but unless otherwise provided in such rules, its meetings shall be held and conducted in the same manner, as nearly as may be, as is provided in this Code of Regulations for meetings of the Board. The Board shall have the power to rescind any vote or resolution of any committee; provided, however, that no rights of third parties shall be impaired by such rescission.

(d) *Public Committee Meetings.* Notwithstanding any other provision of this Section 11, any committee of Directors shall comply with Alabama's open meetings law.

12. Sponsors, Benefactors, Contributors, or Advisers of the Corporation. To the extent permitted by applicable law, the Directors may designate certain persons or groups of persons as sponsors, benefactors, contributors, or advisers of the Corporation or as having such other title as the Directors deem appropriate. Such persons shall serve in an honorary capacity and shall not be considered members of the Board for any purpose whatsoever. Except as the Directors shall otherwise designate, such persons shall, in such capacity, have no right to notice of or to vote at any meeting, shall not be considered for purposes of establishing a quorum, and shall have no other rights or responsibilities.

Article IV.

OFFICERS OF THE CORPORATION

1. General. The officers of the Corporation shall be a Chairman, one or more Vice Chairmen, a Treasurer, and a Secretary and such other officers as the Board may, in its discretion, elect or appoint. The Corporation may also have such agents, if any, as the Board may, in its discretion, appoint. So far as is permitted by law, any two or more offices may be held by the same person, but an officer shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or the Articles of Incorporation or these Bylaws to be executed, acknowledged, or verified by two or more officers.

(a) *Authority of Officers.* All officers of the Corporation, as between themselves and the Corporation, shall have such authority and perform such duties in the management of the Corporation as may be provided by or pursuant to these Bylaws or, in the absence of controlling provisions in this Code of Regulations, as may be determined by or pursuant to resolutions or orders of the Board.

(b) *Appointment and Term of Officers.* The Chairman, Vice Chairman, Treasurer, and the Secretary shall be elected by the Board at its annual meeting, by vote of a majority of the full Board for a term not exceeding one (1) year. Such other offices of the Corporation as may be created in accordance with these Bylaws may be filled at such meeting by vote of a majority of the full Board, or at any other time, by vote of a majority of the directors then in office.

(c) *Vacancies in Officerships.* Each officer shall hold office until the next annual meeting of the Board or until his or her successor has been selected and qualified or until his or her earlier death, resignation or removal. Any officer may resign at any time upon written notice to the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a future effective date. If a resignation is made effective at a future date and the Corporation accepts the future effective date, the Board may fill the pending vacancy before the effective date if the Board provides that the successor does not take office until the effective date. The Board shall have power to fill any vacancies in any office occurring for whatever reason and may remove any officer at any time with or without cause.

(d) *Removal of Officers.* Any officer, agent, or employee may be removed by the Board when in its judgment the best interests of the Corporation will be served thereby, but such removal shall be without prejudice to the contract rights of any person so removed.

2. Chairman. The Chairman shall preside at meetings of the Board of Directors and perform such other duties incident to the office of chairman, including the general supervision of the CEO in carrying on the business and affairs of the Corporation. The Chairman shall sign with the Secretary or any other proper officer of the Corporation, any deeds, mortgages, bonds, contracts, or other instruments which the Board of Directors has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board of Directors or by these bylaws to some other officer or agent of the Corporation, or shall be required by law to be otherwise signed or executed. The Chairman shall also perform such other duties as directed by the Board of Directors.

3. Vice Chairmen. The Vice Chairman or Vice Chairmen shall perform such duties as may be assigned to him, her or them by the Chairman or Board of Directors. In the absence of the Chairman, or in the event of his death, inability or refusal to act, the Board of Directors shall designate which Vice Chairman or other person shall perform the duties of the Chairman. When acting in this capacity, such Vice Chairman or other person shall have all the powers of and be subject to all the restrictions upon the Chairman.

4. Secretary. The Secretary shall: (i) notify the members and directors of meetings in accordance with these Bylaws; (ii) attend all meetings of the Board; (iii) record all proceedings of the directors in books to be kept therefor; (iv) have custody of the Corporation's records, documents and valuable papers, including a copy of these Bylaws reflecting all amendments thereto to date and certified by the Secretary; (v) have custody of the corporate seal and be responsible for affixing it to such documents as may be required to be sealed; (vi) file the annual report of the Board with the minutes of the annual meeting of the Board; (vii) have such other duties and powers as are commonly incident to the office of a corporate Secretary; and (viii) have and exercise such other powers and duties as the Board may prescribe. In the absence of the Secretary from any meeting of the Board, another director may be chosen by vote of the meeting to act as temporary secretary and may record the proceedings thereof in the aforesaid books. The Secretary shall keep as permanent records minutes of all meetings of the Board, a record of all actions taken by the directors without a meeting, and a record of all actions taken by committees of the Board.

4. Treasurer. The Treasurer shall be responsible to and shall report to the Board, but in the ordinary conduct of the Corporation's business, shall be under supervision of the CEO. The Treasurer shall receive all funds for the Corporation, including local, state and federal funds and privately donated funds. The Treasurer shall make payments out of the same on proper orders approved by the Board and signed by the Chairman. The Treasurer may pay out such funds on orders which have been properly signed without the approval of the Board first having been secured for the payment of amounts owing under any contracts which shall previously have been approved by the Board, and by which prompt payment the Corporation will receive a discount or other advantage.

5. Resignations. Any officer of the Corporation may resign at any time by giving written notice to the Corporation by delivery thereof to the Chairman, the Secretary, or to a meeting of the Board.

6. Removals. The Board may, by affirmative vote of a majority of the directors in office, remove from office the Chairman, Vice Chairman, the Secretary, the Treasurer or any other officer or agent of the Corporation whenever, in its judgment, the best interest of the Corporation will be served thereby, with or without cause, without prejudice to the contract rights, if any, of the individuals so being removed. Any officer may be removed for cause only after reasonable notice and opportunity to be heard.

7. Vacancies. If the office of any member of any committee or any other office becomes vacant, the Board may elect or appoint a successor or successors by vote of a majority of the directors then in office. Each successor as an officer shall hold office for the unexpired term and until his or her successor shall be elected or appointed and qualified, or until he or she sooner dies, resigns, is removed or becomes disqualified.

Article V.
CHIEF EXECUTIVE OFFICER

The Board may appoint and employ a CEO (by this or some other chosen title) who shall serve at the will of the Board. The CEO shall administer the directives of the Board and shall have such other power and authority as may from time to time be granted to him/her by the Board. The CEO shall be a Director Ex-Officio, and shall be entitled to attend all regular meetings of the Board and its annual meeting, except executive sessions, to report to the Board and to participate in deliberations, but shall not be counted in determining the number of directors authorized, nor be counted in a quorum nor be entitled to vote.

Article VI.
PERSONAL LIABILITY OF DIRECTORS

Each director shall perform his or her duties as a director, including his or her duties as a member of any committee of the Board upon which he or she may serve, in good faith, in a manner he or she reasonably believes to be in or not opposed to the best interests of the Corporation, and with such care, that an ordinary prudent person in a like position would use under similar circumstances.

Article VII.
INDEMNIFICATION OF DIRECTORS,
OFFICERS, EMPLOYEES, OR OTHERS

The Corporation shall indemnify directors and officers to the maximum extent permitted by Alabama law. Without limiting the foregoing and to the extent permitted by law, the Corporation shall indemnify any director or officer, and may indemnify any employee, agent or volunteer, of the corporation, who was or is a party, or is threatened to be made a party, to any threatened, pending, or completed civil, criminal, administrative, or investigative action, suit, or proceeding.

Article VIII.
CONTRACTS AND DEALINGS WITH CERTAIN

OTHER CORPORATIONS OR FIRMS

No contract, action, or transaction is void or voidable with respect to the Corporation because the contract, action or transaction is between or affects the corporation and one or more of its directors or officers, or is between or affects the Corporation and any other person in which one or more of the corporation's directors or officers are directors or officers, or in which one or more of the corporations directors or officers have a financial or personal interest, or because one or more interested directors or officers participate in or vote at the meeting of directors or a committee of the directors that authorizes the contract, action or transaction, if any of the following applies: (a)

the material facts as to the director's relationship or interest and as to the contract, action or transaction are disclosed or are known to the directors or the committee, and the directors or committee, in good faith reasonably justified by the material facts, authorizes the contract, action or transaction by the affirmative vote of a majority of the disinterested directors, even though the disinterested directors constitute less than a quorum of the directors or committee; or (b) the contract, action or transaction is fair as to the corporation as of the time it is authorized or approved by the directors or a committee of directors. Common or disinterested directors may be counted in determining the presence of a quorum at a meeting of directors or a committee of the directors, which authorizes such a contract, action or transaction. For purposes of this Section, a director is not an interested director solely because the subject of a contract, action or transaction may involve or effect a change in control of the Corporation or the director's continuation in office as a director of the corporation.

Article IX.

EXECUTION OF PAPERS

Except as the Board may generally or in particular cases authorize or direct the execution thereof in some other manner, all deeds, leases, transfers, contracts, proposals, bonds, notes, checks, drafts, and other obligations made, accepted or endorsed by the Corporation shall be signed or endorsed on behalf of the Corporation by the Chairman or the Treasurer or their designees.

Article X.

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. Except as otherwise provided by law or lawfully directed by any grantor or donor, and except as otherwise required by any written charter entered into by the Board, 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, without being restricted to the class of investments which fiduciaries are or hereafter may be permitted by law to make.

Article XI.

PROHIBITION REGARDING THE USE OF FUNDS AND DISTRIBUTION OF ASSETS ON DISSOLUTION

No part of the net earnings or 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.

Article XII.

SEAL

The Corporation shall not be required to have a seal. If the Board determines a seal is necessary and proper, the seal of the Corporation shall, subject to alteration by the Board, consist of a flat-faced circular die with the words "Alabama" together with the name of the Corporation and the year of incorporation cut or engraved thereon.

Article XIII.

FISCAL YEAR

The fiscal year of the Corporation shall be from the first day of July through the thirtieth day of June.

Article XIV.

AMENDMENTS

The Board, by a majority vote of directors at the time in office, may alter, amend or repeal these Bylaws, in whole or in part. Any change in these Bylaws shall take effect when adopted unless otherwise provided in the resolution effecting the change. Unless otherwise restricted in a provision of these Bylaws adopted by the directors, whenever a provision of these Bylaws requires for the taking of any action by the directors a specific number or percentage of votes, the provision of the Bylaws setting forth that requirement shall not be amended or repealed by any lesser number or percentage of votes of the directors.

Adopted the 16th day of September, 2020

Attachment 3: Governing Board Roster and Disclosures

Governing Board Roster						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
Chairman	Justin Murdock	112 10TH AVE SW BIRMINGHAM AL 35211-3903	205-994-1661	justmurdock@yahoo.com	July 2020	June 2023
Vice Chairman	Demarcus Rodgers	5256 Highland Trace Circle, Birmingham, AL 35215	205-901-9171	Drodgers_13@yahoo.com	July 2020	June 2023
Secretary	Theo Roshell	1219 Saulter Road, Homewood, AL 35209	205-616-9030	Theo_roshell@yahoo.com	July 2020	June 2023
Member	Grant Brigham	535 HAMPTON DRIVE BIRMINGHAM AL 35209	205-527-0336	Grantbrigham@gmail.com	February 2021	February 2024
Member	Haley Lewis	46 Ridge Road, Birmingham, AL 35206	205-915-7243	hicolson@gmail.com	September 2020	September 2023
Member	Cynthia Pinkard	900 First Avenue North, Bessemer, AL 35020	205-602-0992	Grace911@bellsouth.net	February 2021	February 2024
Member	Debra Ann Phippen-Johnson	2320 Bellevue Court, Hoover, AL 35226	205-527-2682	debrapi@yahoo.com	February 2021	February 2024
Member	Matthew Smith	1323 Lake Forest Circle Birmingham, AL 35244	205-821-5856	Matt_smith@gse.harvard.edu	September 2020	September 2023

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

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

Background

1. Provide your full legal name: _____

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

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

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

Does not apply to me.

Yes (Explain) _____

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

Does not apply to me.

Yes

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

Governing Board Member Disclosure Form (continued)

Conflicts

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

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

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

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

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

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

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

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

Disclosures for Schools Contracting with an Educational Service Provider

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

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

Governing Board Member Disclosure Form (continued)

Conflicts for Schools Contracting with an Educational Service Provider

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

- I/we have no such interest.
Yes

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

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

Other

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

I, _____, certify to the best of my knowledge and ability that the information I am providing to the Alabama Public Charter School Commission in regard to my application to serve as a member of the Governing Board of Directors of the Empower Community School is true and correct in every respect.

Signature

Date

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

Attachment 4: Educational Program Terms and Design Elements

School Name:	Empower Community School
Mission:	The mission of Empower Community School is to change in our community by forging collaboration between a diverse group of scholars, educators, families, and partners to educate the next generation of community leaders and advocates.
Vision:	Our vision is to become a recognized leader for collaboration and community building while preparing our scholars to excel in every academic endeavor and empowering them to advocate for themselves, their communities, and the disenfranchised.
Objectives:	<p>Objective 1: To provide a high-quality educational option for families in Bessemer, AL.</p> <p>Objective 2: To facilitate and support student academic, social, and emotional growth.</p> <p>Objective 3: To prepare students for leadership within their school and community.</p>
Goals:	<p><i>Academic Achievement</i></p> <p>Goal 1: In year 1, students will achieve 1.5 years of growth in reading and mathematics on the Northwest Evaluation Association (NWEA) Map Growth Assessment.</p> <p>Goal 2: Empower Community School students will exceed district and state proficiency averages in reading, math, and science on the Alabama Comprehensive Assessment Program Exam.</p> <p>Goal 3: Students will be able to express their thoughts using various methods of communication, including written and verbal communication. Students will be able to form their thoughts and opinions from a diverse group of sources.</p> <p><i>Community Building and Scholar Leadership</i></p> <p>Goal 1: Students will be able to lead within and outside of their school community, actively voicing both positive and negative opinions through an objective lens.</p> <p>Goal 2: Students will value the importance of education and become advocates for education for themselves and others.</p> <p>Goal 3: Students will be comfortable communicating and collaborating with diverse stakeholders.</p>

	<p><i>Social Emotional Development and Restorative Practices</i></p> <p>Goal 1: Students will understand their own identity and emotions and how they impact and influence those around them.</p> <p>Goal 2: Students will be able to actively listen to others with the conversational skills and humility to know when to affirm or challenge individuals.</p> <p>Goal 3: Students will treat others with respect, seeking first to understand others before they are understood. When this respect is broken, community members will be able to process the harm and support each other in making the offender and offended whole again.</p> <p>Ultimately, we will know we are successful when students leave Empower possessing the academic, social, and emotional skills to be successful in the most challenging high schools available.</p>
Education Program Term #1:	Personalized Instruction
Education Program Term #2:	Targeted Small Group and Individual Interventions
Education Program Term #3:	Comprehensive Social Emotional Learning
Geographic Area Served:	Bessemer, AL
Location:	2400 7 th Avenue North, Bessemer, AL
Grades Served 2022-2023	K-2; 6-7
Grades Served at Capacity:	K-8
Projected Enrollment 2022 - 2023:	406
Projected Enrollment at Capacity:	737
Educational Service Provider:	<i>[If applicable, identify the contracted third-party educational service provider, whether for profit or not for profit, and provide a copy of the service agreement for Commission review; if not applicable, then mark "N/A"]</i>

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

Attachment 5: Conflict of Interest Policy

Conflict of Interest Policy

Article I Purpose

The purpose of the conflict of interest policy is to protect this tax-exempt Empower Schools of Alabama, Inc.'s (Organization) interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an officer or director of the Organization 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 interest applicable to nonprofit and charitable organizations.

Article II Definitions

1. Interested Person

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

2. Financial Interest

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

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

Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial. A financial interest is not necessarily a conflict of interest. Under Article III, Section 2, a person who has a financial interest may have a conflict of interest only if the appropriate governing board or committee decides that a conflict of interest exists.

Article III Procedures

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

2. Determining Whether a Conflict of Interest Exists After disclosure of the financial interest and all material facts, and after any discussion with the interested person, he/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.

3. Procedures for Addressing the Conflict of Interest

- a.** An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he/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 the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.
- d.** If a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. Violations of the Conflicts of Interest Policy

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

Article IV **Records of Proceedings**

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

- a.** The names of the persons who 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.
- b.** 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.

Article V **Compensation**

- a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.
- c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, 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. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.
- d. Has agreed to comply with the policy, and
- e. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

Article VII **Periodic Reviews**

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

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

Article VIII **Use of Outside Experts**

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

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

Attachment 7: Physical Plant

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

Physical Plan Description

Site Plans

Floor Plans

Lease Agreement

Certificate of Use and Occupancy

**Charter School
Physical Plant Description**

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

Address:

Description:

Configuration of Grade Levels:

Term of Use: Term of Contract

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

Attachment 8: Statement of Assurances

STATEMENT OF ASSURANCES

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

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

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

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

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

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

Empower Community School

NAME OF SCHOOL

Anthony J. Oliver (Signed Electronically)

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE

7/8/2021

DATE

Anthony J. Oliver, Executive Director

NAME OF DULY AUTHORIZED REPRESENTATIVE

Attachment 9: Identification of Documentation Required for Annual Performance Report

The Commission will require submission of or access to materials or data from the School for oversight and accountability of the school.

*PLEASE SEE ACADEMIC, ORGANIZATIONAL, and FINANCIAL FRAMEWORK

*SCHOOL SITE VISIT

Performance Review and Ongoing Oversight

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

*PLEASE SEE ACADEMIC, ORGANIZATIONAL, and FINANCIAL FRAMEWORK

Attachment 10: Enrollment Policy

Empower Community School is committed to serving a diverse group of students, educators, and community members. It is in that spirit that we will implement an equitable student enrollment system, ensuring access to all learners. In accordance with Alabama Act 2015-3, Empower Community School will not “limit admission based on ethnicity, national origin, religion, gender, income level, disability, proficiency in the English language, or academic or athletic ability.”

Student Enrollment and Random Lottery

Empower will enroll all students within the appropriate grade levels and age ranges unless more children apply to the school than there are spots available. In this case, the following process will be followed:

1. Empower will enroll students who reside in the Bessemer City Schools’ zone
 - a. If there are more applicants residing in BCS school zone than seats are available, students will be chosen via random lottery.
2. If the school has available seats after admitting students from #1, then students will be chosen, regardless of residency, via a random lottery.
3. If the school has available seats after #2, students will be admitted on a first come, first serve basis, regardless of residency.

In accordance with Act 2015-3, Empower Community School will implement the following enrollment preferences:

Preference 1: Students enrolled in the previous school year.

Preference 2: Siblings of students already enrolled in the public charter school.

Preference 3: Children of school founders, board members, and full-time employees. This preference group shall not exceed more than 10 percent of the school’s total student population.

Waitlist

After all enrollment seats have been filled, the lottery will continue to determine the order of students placed on the waitlist. Students will be offered enrollment in the order in which they are placed on the waitlist. Once the lottery process has been completed, students will be added to the wait list in the order in which they complete their intent to enroll form. Students on the wait list will receive periodic notifications outlining their current position.

Withdrawal and Re-Enrollment

When a family wishes to withdraw their student(s) from the school, the family will meet with a member of the school leadership team for an exit interview. During the exit interview, all textbooks and technology will be collected from the student. The school leadership team member will meet with the family to ascertain the reason for withdrawal and gain an understanding of the family’s school experience from the parent and student lenses. Finally, the registrar will complete the withdrawal form and provide the parent with the appropriate records for enrollment at the student’s new school. Students who have withdrawn from Empower Community School are eligible for reenrollment. However, they will be placed at the end of the waitlist once they have completed a new intent to enroll form.

Transfers

Students are welcome to transfer to Empower Community School. Enrollment requirements for transfer students are the same for students enrolled during the normal enrollment period. If a student wishes to transfer at a time when there are no available seats, the student will be placed on the school's waitlist. Once accepted for enrollment, transfer students and families will meet with the Director of Student Support to review student records and complete an individualized learning plan for students. Transfer students are required to present records from their previous school, including applicable academic and discipline records. Students who are facing adverse disciplinary measures from another Alabama public school, including suspension, alternative assignment, and expulsion, must show proof of consequence completion before being enrolled at Empower Community School.

Pre-Admission Activities

The pre-admission activities outlined below are designed to inform students and parents about the mission, vision, and programs of Empower Community School. More importantly, families will have the opportunity to engage with the school's leadership and staff and provide feedback on our plans. Two major components of the Pre-Admission Activities Plan are the Empower Community Cookout and Family Orientation Week. The community cookout is for the entire community, including students, parents, staff members, and community members. This event is purposed for all members of the community to connect, build relationships, and interact in a non-school setting. During family orientation week, families will have the opportunity to tour the school, interact with staff, and learn about all of Empower's systems and processes. Additionally, families will meet their student advisor and began to forge support relationships designed to propel student academic, social, and emotional success.

Important Student Recruitment and Enrollment Dates

June 1, 2021	Student Recruitment Begins Pre-Enrollment Portal Opens
July 2021 – February 2022	Continuous Community Engagement Events Each month Empower will host a minimum of: <ul style="list-style-type: none"> • One canvassing event • One virtual event • One community engagement event • One targeted social media campaign
March 4 th , 2022	Pre-Enrollment Portal Closes
March 18 th , 2022	Public Lottery for Open Seats and Lottery
March 21 st , 2022	Lottery Results, Notice of Acceptance, and Waitlist Letters sent via Email and USPS
April 18 th , 2022	Deadline to Accept Admission
April 19 th , 2022	Round 1 Notifications of Acceptance sent to Waitlist via Email and USPS
May 20 th , 2022	Deadline to Accept Admission from Waitlist
May 23 rd , 2022	Round 2 of Notifications of Acceptance sent to Waitlist via Email and USPS
June 21 st , 2022	Deadline to Accept Admission from Waitlist (Round 2)

June 22 nd , 2022	Individual Students Admitted from the Waitlist; Once waitlist is exhausted, rolling admissions will begin.
July 1 st , 2022	Residency Verification Deadline
July 30 th , 2022	Empower Community Cookout
August 1-5, 2022	Family Orientation Week

Attachment 11: Request for Proposals for Service Providers

N/A

Attachment 12: Public Charter School Application