ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

PUBLIC CHARTER SCHOOL RENEWAL CONTRACT

2026

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

ALABAMA PUBLIC CHARTER SCHOOL COMMISSION

PUBLIC CHARTER SCHOOL RENEWAL CONTRACT

CHARTER SCHOOL RENEWAL CONTRACT

FOR THE OPERATION OF EMPOWER COMMUNITY SCHOOL

PARTIES:

Authorizer Name: Alabama Public Charter School Commission

Empower Schools of Alabama

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PARTIES

This agreement is executed by and between the Alabama Public Charter School Commission ("Authorizer" or "Commission") and Empower Schools of Alabama ("Governing Board"), for the continued operation of Empower Community School ("School").

Article I: PURPOSE AND TERM

Section I.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 I.2 Term of Contract

On September 14, 2026 the Authorizer approved the renewal application and adopted a resolution extending the School's Charter Contract for an additional five-year term.

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 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 III.1 Executive Summary

The mission of Empower Schools of Alabama is to change 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.

Section III.2 Mission and Vision

Empower Schools of Alabama's 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.

Article IV: GOVERNANCE

Section IV.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 IV.2 Governance Documents

The Governing Board and the School shall maintain legal status and operate in accordance with the terms of the Governance Documents.

Section IV.3 Non-Profit Status

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

Section IV.4 Organizational Structure and Plan

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

Section IV.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 IV.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 IV.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 comprised 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 IV.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 V.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 V.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 V.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 V.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 V.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 V.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 V.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 V.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 V.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 V.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.

Section V.11 Staff Qualifications

The School shall comply with applicable federal laws, rules, and regulations regarding the qualification of teachers and other instructional staff. It is the intent of Empower Community School to hire highly qualified teachers and staff who are committed to the high academic and other expectations of the School.

Section V.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. See Attachment to Application #29, also attached at the end of this 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. See Attachment to Application #30.

Section V.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 VI.1 Enrollment Policy

The School shall comply with applicable law and the enrollment policy found in Section 5(a)(1-10) of the Act.

Section VI.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 VI.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 VI.4 Enrollment Plan

The anticipated and maximum enrollment are provided in the following table:

Grade Level	27-28	28-29	29-30	30-31	31-32
PK	N/A	N/A	N/A	N/A	N/A
K	55-100	55-100	55-100	55-100	55-100
1	55-100	55-100	55-100	55-100	55-100
2	55-100	55-100	55-100	55-100	55-100
3	55-100	55-100	55-100	55-100	55-100
4	55-100	55-100	55-100	55-100	55-100
5	55-100	55-100	55-100	55-100	55-100
6	55-100	55-100	55-100	55-100	55-100
7	55-100	55-100	55-100	55-100	55-100
8	55-100	55-100	55-100	55-100	55-100
9	N/A	N/A	N/A	N/A	N/A
10	N/A	N/A	N/A	N/A	N/A
11	N/A	N/A	N/A	N/A	N/A
12	N/A	N/A	N/A	N/A	N/A
Total	495-900	495-900	495-900	495-900	495-900

Section VI.5 Student Records

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

Section VI.6 Student Information System

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

Article VII: TUITION OR FEES

Section VII.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:

Technology Fee - $25

Athletics Fee - $75 - $175 depending upon the sport

Robotics/STEM Fee - $50

National Junior Beta Club Fee - $20

National Honor Society Fee - $20

Article VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY

Section VIII.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 VIII.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 VIII.3 English Learners

The School shall at all times comply with all applicable laws 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 VIII.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 IX.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 IX.2 Budget

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

Section IX.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 IX.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 X.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 X.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 X.3 School Location

The address of the School is 751 Academy Drive, Bessemer, Alabama 35022/2410 7th Avenue N. Bessemer, AL 35020. Any additions or change in the location of the School, including modulars, must be deemed acceptable by the Commission. Current modulars and construction of modulars already approved by the Commission do not have to be reapproved.

Section X.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 XI.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 XI.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.

Section XI.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 XI.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 XII.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 XII.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 XII.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 XIII.1 School Performance Framework

The performance framework is attached as **Attachment 1.**

Article XIV: COMMISSION'S RIGHTS AND RESPONSIBILITIES

Section XIV.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 XIV.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 XIV.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 XIV.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 XV.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 XV.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 XV.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 XV.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 (90) days before the closure of the school year. Notice shall be made in writing to the Commission. The School must comply with the Commission's termination protocol.

Section XV.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 XV.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 XVI.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 XVI.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 XVII.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.

APPROVED BY A QUORUM OF THE COMMISSION

Terri Collins _____ signed this November 16, 2026

Chair, Alabama Public Charter School Commission

_____ signed this 6th Day of November

Executive Director/Superintendent
Empower Schools of Alabama

APPENDICES

Attachment 1: Student Performance Framework

Attachment 2: Statement of Assurances

ATTACHMENT 1: SCHOOL PERFORMANCE FRAMEWORK

Alabama Public Charter School Commission

Performance Framework Template

For

Your School Name Here

Adopted: 2025

Instructions

This document is a template of a performance framework to help your school and APCSC come to an agreement on how your school will be evaluated over the contract period. Upon completion, this document will serve as the evaluation instrument for your school by APCSC and will be your school's performance framework. The intent of your performance framework is to be transparent and open with expectations, so that both your school and APCSC will be informed and aware of how well the school has/is performing over the contract period. Your performance framework is a part of your charter school contract with APCSC. Your performance framework will be used on an annual basis, with metrics calculated by APCSC from collected data, and shared with you. You will have an opportunity to correct any mistakes. The performance framework will be used as input into the APCSC Annual Report. The goal is "no surprises" when your school is due for renewal.

This template contains several indicators, measures, metrics and benchmarks that are required for all schools authorized by APCSC. There is room for individual, or mission specific, measures and metrics to be added to the framework. Part of the collaboration is to determine how the measures combine to determine a rating for the indicator and thus define success for your school. By law, there are required inputs that must be part of the evaluation process.

Schools can always negotiate a change to their performance framework by submitting a charter school amendment and requesting a change. This will then reopen negotiations between the school and APCSC on how the school should be evaluated. This process is forward facing only, you can request and negotiate on changes for future years, not change your definition of success mid-year or after the data is in. You should start the process of changing the performance framework about a year in advance; the fall before the new framework will take effect. Requesting a change does not guarantee that change will occur. APCSC has benchmarks that all charters within the portfolio are expected to meet. This is a collaborative effort with you and APCSC looking to establish a performance framework that is fair and in the best interest of your students, staff and community.

The parts of this template in BLACK font are necessary formatting, organization, indicators or metrics that should be kept – either required by law or for consistency by APCSC. The parts of this framework in GREEN font can be modified and should be geared towards your school's individual mission and vision as agreed upon by your school and APCSC. Benchmarks that are in BLACK are generally non-negotiable, unless there are special circumstances involved. Benchmarks in GREEN provide the default positions provided by APCSC and give an opening position for negotiations.

The parts of this framework in RED are instructional in nature and can be deleted from the framework after the school and APCSC have come to an agreement.

School Information for 202X

The information below will be updated annually as a collaborative effort between your school and APCSC.

School Information			
School Name:	Your school's name here – the "LEA" name or organizational name.		
Location:	The LEA in which the school is located.		
Areas Served:	The LEAs from which your students come.		
Schools		**Grades Served**	**Enrollment**
Each individual school's name will go here, using extra rows as needed.		Corresponding grades served for this year go here.	Corresponding school enrollment goes here.

Governance	
Governing Board Chair:	Governing board chair's name (and title) for the past school year.
Chair Contact Information:	Give an email or phone number for the governing board chair.
Governing Board Members:	List all other board members that served this year. Include board titles, whether they were new members or resigned, and the parent member.
School Leadership:	Give the titles and names of the key individuals in school leadership. This includes titles like CEO, Superintendent, etc. This also includes the CSFO.
Affiliated Organizations:	List all organizations that influence governance of the school. This could be other nonprofits, charter management organizations (CMOs), colleges or universities, etc. This section is optional and can be deleted if there are no suitable affiliated organizations.

The following demographic classifications are taken from the 2023-24 ALSDE report card classifications. Classifications will change each year with changes to the classifications given on the report card.

Student Demographics	
American Indian/Alaska Native	% here
Asian	
Black or African American	
Native Hawaiian/Pacific Islander	
White	
Two or more races	
Hispanic/Latino	
Female	
Male	
Students with limited English Proficiency	
Students with Disabilities	
Economically Disadvantaged	

Student Enrollment by Grade	
K	Count here.
1	Total should
2	match
3	total
4	above.
5	
6	
7	
8	
9	
10	
11	
12	

I. Academic Framework

The academic framework captures the impact a school has (or does not have) on its primary stakeholder - students. It is the centerpiece in the balance between accountability and autonomy. The academic performance of the school includes state measures as well as mission specific outcomes that define the success of the school. In this section only, a school can earn a rating of "Exceeds" expectations. This portion is divided into district level and individual school level performance.

This section includes measures to meet performance standards referenced in the School Choice and Student Opportunity Act. These measures provide a base-level evaluation and continuity between differing schools in the portfolio and across the state. This is the space also where *your mission* can shine with the inclusion of metrics that go beyond the baseline and help define success of your school model. While mission specific academic measures are not required, they are strongly encouraged.

A. District Level Comparison

The comparison data at the district level is the overall Alabama State averages and the averages for the district in which the charter school resides. Additional district-level comparison data may be used.

If appropriate for your school, you can include additional district-level comparisons and modify the benchmarks appropriately. These changes will need to be agreed upon by APCSC. You can also add mission specific measures for each indicator which would require some adjustment to the overall ratings criteria logic model. Such changes will need to be agreed upon by APCSC.

i. State and Federal Accountability				
Measure	Metric	Comparative Data	Benchmarks	Rating
Overall Score (aka report card grade)			**Exceeds:** 90-100 (aka "A") **Meets:** 70-89 (aka "B" or "C") **Approaches:** 60-69 (aka "D")	
Academic Achievement	Your school's district level data goes here	State: Local:	**Exceeds:** Higher than both the state and local comparative data. **Meets:** Higher than the average of state and local comparative data. **Approaches:** Above the minimum of state and local comparative data.	
Academic Growth		State: Local:	*See benchmarks for Academic Achievement given above.*	
Chronic Absenteeism		State: Local:	**Exceeds:** below both the state and local comparative data. **Meets:** below the average of state and local comparative data. **Approaches:** below the maximum of the state and local comparative data.	
Overall Rating:	Your school's overall rating goes here			

Overall Rating Criteria: To obtain an "Exceeds" expectations rating, the overall score or academic achievement score needs to be "Exceeds" with a "Meets" or higher in all other measures. A "Meets" rating means either the overall score or academic achievement score is "Meets" or higher with either academic growth or chronic absenteeism at "Approaches" or higher; OR the overall score and academic achievement ratings are "Approaches"

or higher with the academic growth score and chronic absenteeism at "Meets" or higher. Ratings of "Approaches" or higher in three or more measures earns an "Approaches" rating. All other cases are "Does Not Meet."

ii. Academic Proficiency				
Measure	Metric	Comparative Data	Benchmarks	Rating
ELA proficiency (Overall)	Your school's district level data goes here	State: Local:	**Exceeds:** Higher than both the state and local comparative data. **Meets:** Higher than the average of state and local comparative data. **Approaches:** Above the minimum of state and local comparative data.	
Math proficiency (Overall)		State: Local:	*See benchmarks for ELA proficiency (overall) given above.*	
Science proficiency (Overall)		State: Local:	*See benchmarks for ELA proficiency (overall) given above.*	
ELA proficiency (Largest subpopulation)		State: Local:	*See benchmarks for ELA proficiency (overall) given above.*	
Math proficiency (Largest subpopulation)		State: Local:	*See benchmarks for ELA proficiency (overall) given above.*	
Science proficiency (Largest subpopulation)		State: Local:	*See benchmarks for ELA proficiency (overall) given above.*	
Overall Rating:				

Overall Rating Criteria: To earn an "Exceeds" rating, the school should have "Exceeds" in at least two measures and "Meets" or higher in all others. To have a "Meets" rating, the school needs a "Meets" or higher in each subject either overall or in the largest subpopulation, with at least "Approaches" in all other measures. A school has an "Approaches" expectations rating with an "Approaches" or higher rating in at least two subjects either overall or in the largest subpopulation. All other cases are "Does Not Meet."

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iii. Academic Growth				
Measure	Metric	Growth Base	Benchmarks	Rating
ELA proficiency growth (Overall)	Your school's district level data goes here	Your school's district level data from last year goes here	**Exceeds:** Growth of 10% or higher from one year to the next. **Meets:** Growth of at least 5% from one year to the next. **Approaches:** Growth from one year to the next.	
Math proficiency growth (Overall)			*See benchmarks for ELA proficiency growth (overall) given above.*	
Science proficiency growth (Overall)			*See benchmarks for ELA proficiency growth (overall) given above.*	
ELA proficiency growth (Largest subpopulation)			*See benchmarks for ELA proficiency growth (overall) given above.*	
Math proficiency growth (Largest subpopulation)			*See benchmarks for ELA proficiency growth (overall) given above.*	
Science proficiency growth (Largest subpopulation)			*See benchmarks for ELA proficiency growth (overall) given above.*	
Overall Rating:				

Overall Rating Criteria: To earn an "Exceeds" rating, the school should have "Exceeds" in at least two measures and "Meets" or higher in all others. To have a "Meets" rating, the school needs a "Meets" or higher in each subject either overall or in the largest subpopulation, with at least "Approaches" in all other measures. A school has an "Approaches" expectations rating with an "Approaches" or higher rating in at least two subjects either overall or in the largest subpopulation. All other cases are "Does Not Meet."

This section applies only to schools which support high school students.

iv. College and Career Readiness				
Measure	Metric	Comparative Data	Benchmarks	Rating
Graduation Rate	Your school's district level data goes here	State: Local:	**Exceeds:** Higher than both the state and local comparative data. **Meets:** Higher than the midway point between state and local comparative data. **Approaches:** Above the minimum of state and local comparative data.	
College & Career Readiness		State: Local:	*See benchmarks for graduation rate given above.*	
Overall Rating:	Your school's overall rating goes here			

Overall Rating Criteria: The overall rating is the minimum of the ratings for each measure.

The section below is intended for mission specific measures that do not fit naturally into one of the other categories and/or need to be tabulated by the school. If appropriate for your school model, you can add indicators and partition your measures appropriately.

v. Mission Specific Measures			
Measure	Metric	Benchmarks	Rating
Mission Specific name here	Your school's district level data goes here	**Exceeds:** Describe your "Exceeds" benchmark here. **Meets:** Describe the benchmark **Approaches:** Describe the benchmark	
Another measure here. Continue as needed.		*See above.*	
Overall Rating:	Your school's overall rating goes here		

Overall Rating Criteria: Describe how the overall rating is determined by the ratings for each measure.

B. School Level Comparison

The academic performance of each individual school operated under the charter contract is evaluated in this section. Here "school" is defined by the ALSDE in the divisions set forth in the report card data. Typically, the split is by cost center into categories like primary, elementary, middle school, etc.

You will need to copy and paste the following pieces of the academic framework for each of your schools to include below. For each school, you and APCSC will need to determine a comparison school group and comparative data definition as described in the table below.

School Name:	Individual school name	**Grades Served:**	Within this school
Principal/Leader:	School level leader	**Enrollment:**	For this school
Comparison School Group: Comparison schools are other public schools serving similar grade levels and similar student demographics. A preference is given to nearby public schools. The determination of the comparison school group is a collaborative process between your school and APCSC. Data from the comparison school group is used to calculate comparative data.			
Comparative Data Definition: The comparative data definition should be included here and be precise enough to calculate the comparative data in the sections below without ambiguity. The default definition is a weighted average of the comparison schools' scores with the weights determined by the comparison schools' enrollments.			

i. State and Federal Accountability				
Measure	Metric	Comparative Data	Benchmarks	Rating
Overall Score (aka report card grade)			**Exceeds:** 90-100 (aka "A") **Meets:** 70-89 (aka "B" or "C") **Approaches:** 60-69 (aka "D")	
Academic Achievement	Your school's data goes here	Comparative data goes here	**Exceeds:** At least five percentage points more than the comparative data. **Meets:** Higher than the comparative data. **Approaches:** Within five percentage points of the comparative data.	
Academic Growth			*See benchmarks for Academic Achievement given above.*	
Chronic Absenteeism			**Exceeds:** 80% or less of the comparative data. (0.8 multiplier) **Meets:** Below the comparative data	

			Approaches: At most 120% of the comparative data. (1.2 multiplier)	
Overall Rating:	Your school's overall rating goes here			

Overall Rating Criteria: To obtain an "Exceeds" expectations rating, the overall score or academic achievement score needs to be "Exceeds" with a "Meets" or higher in all other measures. A "Meets" rating means either the overall score or academic achievement score is "Meets" or higher with either academic growth or chronic absenteeism at "Approaches" or higher; OR the overall score and academic achievement ratings are "Approaches" or higher with the academic growth score and chronic absenteeism at "Meets" or higher. Ratings of "Approaches" or higher in three or more measures earns an "Approaches" rating. All other cases are "Does Not Meet."

ii. Academic Proficiency

Measure	Metric	Comparative Data	Benchmarks	Rating
ELA proficiency (Overall)			**Exceeds:** At least five percentage points more than the comparative data. **Meets:** Higher than the comparative data. **Approaches:** Within five percentage points of the comparative data.	
Math proficiency (Overall)			*See benchmarks for ELA proficiency (overall) given above.*	
Science proficiency (Overall)			*See benchmarks for ELA proficiency (overall) given above.*	
ELA proficiency (Largest subpopulation)			*See benchmarks for ELA proficiency (overall) given above.*	
Math proficiency (Largest subpopulation)			*See benchmarks for ELA proficiency (overall) given above.*	
Science proficiency (Largest subpopulation)			*See benchmarks for ELA proficiency (overall) given above.*	
Overall Rating:				

Overall Rating Criteria: To earn an "Exceeds" rating, the school should have "Exceeds" in at least two measures and "Meets" or higher in all others. To have a "Meets" rating, the school needs a "Meets" or higher in each subject either overall or in the largest subpopulation, with at least "Approaches" in all other measures. A school has an "Approaches" expectations rating with an "Approaches" or higher rating in at least two subjects either overall or in the largest subpopulation. All other cases are "Does Not Meet."

iii. Academic Growth

Measure	Metric	Growth Base	Benchmarks	Rating
ELA proficiency growth (Overall)	Your school's data goes here	Your school's data from last year goes here	**Exceeds:** Growth of 10% or higher from one year to the next. **Meets:** Growth of at least 5% from one year to the next. **Approaches:** Growth from one year to the next.	
Math proficiency growth (Overall)			*See benchmarks for ELA proficiency growth (overall) given above.*	
Science proficiency growth (Overall)			*See benchmarks for ELA proficiency growth (overall) given above.*	

ELA proficiency growth (Largest subpopulation)			*See benchmarks for ELA proficiency growth (overall) given above.*	
Math proficiency growth (Largest subpopulation)			*See benchmarks for ELA proficiency growth (overall) given above.*	
Science proficiency growth (Largest subpopulation)			*See benchmarks for ELA proficiency growth (overall) given above.*	
Overall Rating:				

Overall Rating Criteria: To earn an "Exceeds" rating, the school should have "Exceeds" in at least two measures and "Meets" or higher in all others. To have a "Meets" rating, the school needs a "Meets" or higher in each subject either overall or in the largest subpopulation, with at least "Approaches" in all other measures. A school has an "Approaches" expectations rating with an "Approaches" or higher rating in at least two subjects either overall or in the largest subpopulation. All other cases are "Does Not Meet."

This section applies only to high schools.

iv. College and Career Readiness				
Measure	Metric	Comparative Data	Benchmarks	Rating
Graduation Rate		State: Local:	**Exceeds:** At least five percentage points more than the comparative data. **Meets:** Higher than the comparative data. **Approaches:** Within five percentage points of the comparative data.	
College & Career Readiness		State: Local:	*See benchmarks for graduation rate given above.*	
Overall Rating:	Your school's overall rating goes here			

Overall Rating Criteria: The overall rating is the minimum of the ratings for each measure.

The section below is intended for mission specific measures that do not fit naturally into one of the other categories and/or need to be tabulated by the school. If appropriate for your school model, you can add indicators and partition your measures appropriately.

v. Mission Specific Measures			
Measure	Metric	Benchmarks	Rating
Mission Specific name here	Your school's data goes here	**Exceeds:** Describe your "Exceeds" benchmark here. **Meets:** Describe the benchmark **Approaches:** Describe the benchmark	
Another measure here. Continue as needed.		*See above.*	
Overall Rating:	Your school's overall rating goes here		

Overall Rating Criteria: Describe how the overall rating is determined by the ratings for each measure.

Below, please include information for all other schools in your system.

II. Financial Framework

The financial framework provides an overview of the financial performance of the school over the past year. Details on the definitions, calculation and rationale for each indicator, measure and benchmark are given elsewhere and are not included here for the sake of brevity. Please see the APCSC Financial Indicators Guidebook for more information.

I. Near-Term Financial Health				
Measure	Calculation	Meets Expectations Benchmark	Approaches Expectations Benchmark	Rating
Current Ratio	Your	1.1 ≤ CR	0.9 ≤ CR < 1.1	Ratings
Days Cash	school's	60+ Days	30 ≤ Days Cash < 60	go here
Debt Default	numbers	No	Not Available	
Revenue to Budget Ratio	go here	*Informational*		
Expense to Budget Ratio		*Informational*		
Overall Rating	**Your school's overall rating goes here**			

Overall Ratings Criteria: Having a debt default automatically generates a "Does Not Meet" rating. Assuming a "No" for debt default, a days cash of 60 or more days generates a "Meets" rating. If days cash is 30-60 days and current ratio is 1.1 or above, then the overall rating is "Meets." If days cash is 30-60 with a current ratio between 0.9 and 1.1, then the rating is "Approaches." If days cash is between 15 and 30 with a current ratio above 10, then the rating is "Approaches." All other cases produce "Does Not Meet."

II. Financial Sustainability				
Measure	Calculation	Meets Expectations Benchmark	Approaches Expectations Benchmark	Rating
Current Net		*Informational*		
Carry-Over		*Informational*		
Total Margin		0.02 ≤ TM	- 0.02 ≤ TM < 0.02	
Aggregated 3-yr Margin		0.02 ≤ TM	- 0.02 ≤ TM < 0.02	
Debt-to-Asset Ratio		DAR ≤ 0.9	0.9 < DAR < 1.0	
Net per Student		*Informational*		
Carry-over per Student		$5,000 ≤ CpS	$2000 ≤ CpS < $5000	
Overall Rating	**Your school's overall rating goes here**			

Overall Ratings Criteria: Having a total margin above 2% with a debt-to-asset ratio below 0.9 produces a "Meets" rating. If the aggregated 3-yr margin is above 2% and the debt-to-asset ratio is below 0.9, then the rating is "Meets." If both the total margin and the aggregated 3-yr margin are above zero with a debt-to-asset ratio below 0.7, then the rating is "Meets." If both the total margin and the aggregated 3-yr margin are above -2% with a debt-to-asset ratio below 0.9 and carry-over-per-student above $5000, then the rating is "Meets." If both total margin and aggregated 3-yr margin are above -2% with a debt-to-asset ratio below 1.0, then the rating is "approaches." All other cases produce a "Does Not Meet" rating.

III. Financial Flexibility			
Measure	Calculation	Meets Expectations Benchmark	Rating
State & Federal Funding Percent		AFFP ≤ 90%	
Overall Rating	**Your school's overall rating goes here**		

Overall Ratings Criteria: Having a state and federal funding percentage below 90% is a "Meets" rating. A state and federal funding percent above 90% is an "Approaches" rating.

IV. Financial Management & Oversight			
Measure	Meets Expectations Benchmark	Approaches Expectations Benchmark	Rating
Governance	Over the past year, every monthly financial packet was presented and discussed at a board meeting. The board approved the FY budget. All significant financial commitments ($10K+) were discussed and voted upon by the board. Evidence is documented in the publicly available board meeting minutes with all meeting minutes available. APCSC board meeting observations record board engagement with the financial report.	Over the past year, the majority of monthly financial packets were presented and discussed at a board meeting. The board approved the FY budget. All significant financial commitments ($10K+) were discussed and voted upon by the board. Evidence is documented in the publicly available board meeting minutes with at least 2/3 of meeting minutes available.	
Financial Policies	Financial policies are publicly available and follow GAAP. At least two school employees have access to financial information and provide oversight. No audit findings on financial policies and no ALSDE compliance monitoring findings on financial policies.	Financial policies are publicly available and follow GAAP. At least two school employees have access to financial information and provide oversight. Any audit findings or ALSDE compliance monitoring findings have a corrective action plan in place.	
Financial Reporting	Complete financial information is available on the website for all months of the performance period. No audit findings on financial reporting in the most recent audit. No ALSDE compliance monitoring findings during the reporting period on financial reporting.	Complete financial information is available on the website for all months of the performance period. Any audit findings on financial reporting or ALSDE compliance monitoring findings during the reporting period on financial reporting have a corrective action plan in place.	
Audit Findings	The most recent audit available is at most 16 months old. That audit is unmodified with no findings.	The most recent audit available is at most 20 months old. That audit is unmodified. Any findings have a corrective action plan in place.	
Overall Rating	**Your school's overall rating goes here**		

Overall Ratings Criteria: All metrics need to be "Meets" for the overall rating to be "Meets." If at least two metrics are "Meets" with the other two as "Approaches" or "Meets" then the overall rating is "Approaches." In all other cases the overall rating is "Does Not Meet." Please note one "Does Not Meet" in *any* category implies a "Does Not Meet" for the overall rating.

III. Organizational Framework

The organizational framework provides an overview of the organizational performance of the school over the past year. Details on the definitions for each indicator, measure and the benchmarks are given elsewhere and are not included here for the sake of brevity. Please refer to the APCSC Organizational Indicator Guidebook for more information.

For this section, the overall ratings are based upon a sum of the individual measures. A measure that "Meets" expectations is worth +1, a measure that "Approaches" expectations is worth -1, and a "Does Not Meet" expectations is worth -2. A measure that is "Not Available" counts as 0. As many of these measures are critical to the operation of a high-quality charter school, the expectation is to have well above the majority of the measures as "Meets" to obtain a "Meets" expectation for the indicator.

You may want to include mission specific organizational metrics in the appropriate sections. APCSC welcomes all measures that are instrumental in evaluating the success of your school.

I. Governing in the Public Interest	
Measure	Rating
Board Composition	
Mission & Vision	
Board Governing Documents	
Open Meetings Act	
Leadership Accountability	
Recruitment & Enrollment	
Disclosures	
Affiliated Organizations – this may be required	
Overall Rating	Overall Rating Here

Overall Ratings Criteria: To obtain a "Meets" expectations rating, the total sum of all measures must be at least one (Sum ≥ 1). A sum between -3 and 1 earns a "Approaches" rating (-3 ≤ Sum < 1). A sum below -3 is "Does Not Meet." (Sum < -3).

If your school is tied to another entity that affects the membership, deliberations or oversight duties of the governing board, you are encouraged to include a measure with appropriate benchmarks to reflect the performance of that relationship. Depending on the nature of the connection, this may be required by APCSC.

II. Creating Great Places to Work	
Measure	Rating
Employee Rights	
Background Checks	
Equitable Compensation	
Professional Development	
Staff Training	
Overall Rating	Overall Rating Here

Overall Ratings Criteria: To obtain a "Meets" expectations rating, the total sum of all measures must be at least three (Sum ≥ 3). A sum between 0 and 3 earns a "Approaches" rating (0 ≤ Sum < 3). A sum below zero is "Does Not Meet." (Sum < 0).

III. Supporting Students & Protecting Students' Rights	
Measure	Rating
Recruitment & Onboarding	
Student Records	
Grievance Policy	
Discipline Policy	
Student Handbook	
Counseling & Guidance	
Overall Rating	Overall Rating Here

Overall Ratings Criteria: To obtain a "Meets" expectations rating, the total sum of all measures must be four or more (Sum ≥ 4). A sum between 2 and 4 earns a "Approaches" rating (2 ≤ Sum < 4). A sum below 2 is "Does Not Meet." (Sum < 2).

III. Supporting Students & Protecting Students' Rights	
Measure	Rating
Recruitment & Onboarding	
Student Records	
Grievance Policy	
Discipline Policy	
Student Handbook	
Counseling & Guidance	
Overall Rating	Overall Rating Here

Overall Ratings Criteria: To obtain a "Meets" expectations rating, the total sum of all measures must be four or more (Sum ≥ 4). A sum between 2 and 4 earns a "Approaches" rating (2 ≤ Sum < 4). A sum below 2 is "Does Not Meet." (Sum < 2).

IV. Delivering the Educational Program	
Measure	Rating
School Calendar & Schedule	
Graduation & Promotion	
Content Standards	
Career Tech – Include this if you have a career tech program	
Staff Qualifications	
Instructional Environment	
Instructional Materials	
Instructional Support	
Data-driven Instruction	
Overall Rating	Overall Rating Here

Overall Ratings Criteria: To obtain a "Meets" expectations rating, the total sum of all measures must be five or more (Sum ≥ 5). A sum between 3 and 5 earns a "Approaches" rating (3 ≤ Sum < 5). A sum below 3 is "Does Not Meet." (Sum < 2).

V. Providing for Special Populations	
Measure	Rating
Policies & Procedures	
Personnel Certification	
SPED population	
ELL population	
Parent Outreach	
Least Restrictive Environment	
Equitable Access	
Overall Rating	Overall Rating Here

Overall Ratings Criteria: To obtain a "Meets" expectations rating, the total sum of all measures must be five or more (Sum ≥ 5). A sum between 3 and 5 earns a "Approaches" rating (3 ≤ Sum < 5). A sum below 3 is "Does Not Meet." (Sum < 3).

VI. Providing a Safe & Positive Learning Environment	
Measure	Rating
Child Nutrition Plan	
Crisis Management Plan	
Prevention & Support	
Health Services	
Facility Security	
Fire Safety	
Secure in Place	
School Facility	
Transportation	
Insurance Coverage	
Overall Rating	Overall Rating Here

Overall Ratings Criteria: To obtain a "Meets" expectations rating, the total sum of all measures must be six or more (Sum ≥ 6). A sum between 3 and 6 earns a "Approaches" rating (3 ≤ Sum < 6). A sum below 3 is "Does Not Meet." (Sum < 3).

VII. Meeting Reporting Requirements	
Measure	Rating
Commission Reporting	
Reporting Required by Law	
Overall Rating	Overall Rating Here

Overall Ratings Criteria: To obtain a "Meets" expectations rating, the total sum of all measures must be two or more (Sum ≥ 2). A sum between 0 and 2 earns a "Approaches" rating (0 ≤ Sum < 2). A sum below zero is "Does Not Meet." (Sum < 0).

ATTACHMENT 2: STATEMENT OF ASSURANCES

STATEMENT OF ASSURANCES

This Statement of Assurances must be signed by a duly authorized representative of the charter school.

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

1. The School shall have a fully independent governing board that will exercise autonomy in all matters, to the extent authorized by the Act.

2. The School has tax exempt status under section 501(c)(3) of the Internal Revenue Code of 1986 (26 U.S.C. § 501(c)(3)), is not a sectarian or religious organization, and shall be operated according to the terms of the renewal 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. § 1401 et seq.).

b. Compliance with the federal educational rights and privacy act (FERPA, 20 U.S.C. § 1232g).

c. Compliance with the elementary and secondary education act (ESEA, 20 U.S.C. § 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 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 certified instructional staff as required by Federal program regulations.

19. The School shall adhere to generally accepted accounting principles and be subject to financial examinations and audits as determined by the Department, including annual audits for legal and fiscal compliance.

20. The School shall comply with the open public meetings act and public records requirements.

21. The School shall be subject to and comply with all legislation governing the operation and management of charter schools.

22. The School shall comply with all state statutes and rules made applicable to the charter school in the school's charter contract.

23. The School shall not engage in any sectarian practices in its education program, admissions or employment policies, or operations.

24. The School shall be subject to the supervision of the State Superintendent and the State Board of Education, including accountability measures, to the same extent as non-charter public schools, except as otherwise expressly provided by law.

25. The School shall not limit admission on any basis other than age group, grade level, or capacity and must enroll all students who apply within these bases and shall be open to any Alabama student regardless of his or her location of residence.

26. The School shall not charge tuition but may charge fees for participation in optional extracurricular events and activities in the same manner and to the same extent as do non-charter public schools.

27. If capacity is insufficient to enroll all students who apply to the charter school, the School must select students through a lottery as provided in the Act.

28. The School's Governing Board shall annually determine the capacity of the School in consultation with the Commission and with consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in the charter contract, and assure that its student enrollment does not exceed the capacity of its facility.

29. The School shall comply with all health and safety laws, rules, and regulations of the federal, state, county, region, or community that may apply to its facilities and property.

30. The School has disclosed any real, potential, or perceived conflicts of interest that could impact the approval or operation of the School.

31. The School shall 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.

32. The School shall comply with any corrective actions or sanctions imposed upon it by the Commission.

33. The School shall comply with all renewal and nonrenewal actions required of it by the Commission or by law.

34. The School shall comply with any nonrenewal of termination actions imposed by the Commission.

35. 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.

36. The School shall comply with applicable reporting requirements to receive state or federal funding that is allocated based on student characteristics.

37. The School shall, at all times, maintain all necessary and appropriate insurance coverage.

38. 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.

39. The School affirms that it shall in all respects comply with the requirements of *Ala. Code* § 41-1-91, et seq. that prohibits public schools from engaging in specific actions related to diversity, equity, and inclusion.

EMPOWER COMMUNITY SCHOOL
NAME OF SCHOOL



November 16, 2026

SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE DATE

Meredith Davis

NAME OF DULY AUTHORIZED REPRESENTATIVE