

# **ALABAMA PUBLIC CHARTER SCHOOL COMMISSION**



## **PUBLIC CHARTER SCHOOL CONTRACT**

**October 2022**

## 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 \(2012 Edition\)](#)
- [\\*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: OCTOBER 28, 2022

**CHARTER SCHOOL CONTRACT**  
**FOR THE OPERATION OF THE BARNABAS SCHOOL OF LEADERSHIP**

**PARTIES:**

**Authorizer Name: ALABAMA PUBLIC CHARTER SCHOOL COMMISSION**

**Barnabas School of Leadership Board of Directors [86-2995652]**

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## **PARTIES**

This agreement is executed on this 28th day of October, 2022 by and between the Alabama Public Charter School Commission ("Commission") and the Barnabas School of Leadership Board of Directors ("Governing Board"), for the operation of the Barnabas School of Leadership ("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 the Barnabas School of Leadership, (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. 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. 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, and codified at Ala. Code § 16-6F-1, et seq., 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

The Barnabas School of Leadership will develop an educational program that significantly improves student's learning, academic performance and ultimately life choices/options. More specifically, the Barnabas School of Leadership will implement the evidence based, well researched instructional strategies designed to accelerate student learning and improve proficiencies in critical subject areas. They include teaching models that are specifically designed to improve academic performance in math, reading and science. Additionally, the Barnabas School of Leadership will implement a comprehensive program to build student's leadership and life skills that create a foundation to improve and sustain academic achievement.

These teaching models move the Barnabas School of Leadership from a need/deficit-based approach to teaching to a model that builds upon students' inherent strengths and lived experiences. The BSL teaching approach focuses on the strengths of students rather than their weaknesses or deficiencies to build a sense of agency or control over their present and future fates. Additionally, the Barnabas School of Leadership will create a unique culture that is relevant and relatable to the BSL's student's life experiences. BSL's school culture serves as the "greenhouse" in which students will grow academically, improve their desire to learn and their leadership skills.

The Barnabas School of Leadership takes a whole community approach to garner support from the broader community. The BSL's governing board, administrators, and teachers will leverage their deep, long standing community ties to more effectively achieve BSL's mission, whether through in-kind or financial support.

In a much broader sense, the Barnabas School of Leadership's mission encompasses more than improved student learning and academic performance. It will also significantly improve the BSL students' long term life choices, life trajectories and their ability to make a positive contribution to society.

### Section 3.2 Mission and Vision

**Mission:** The Barnabas School of Leadership's mission is to create a school learning environment, a culture and climate that fosters high achievement, academic success, and a sense of confidence in our students. The Barnabas School of Leadership re-imagines our student's experiences to instill a sense of agency or control of their academic, professional, and personal lives. The Barnabas School of Leadership student is confident in their ability to succeed in the classroom and to become self-directed, independent thinkers, add value to themselves and to the larger society.

The Barnabas School of Leadership establishes a social, educational, and moral contract with students, teachers, administrators, parents, and other community stakeholders that hold all parties not only responsible but also committed to the success of each student.

**Vision:** The Barnabas School of Leadership envisions each student becoming “leaders of themselves.” Students evolve from being simply passive vassals of teacher-led instruction and enter into an active partnership with their teachers, administrators, parents, and their fellow students. Students embrace the concept that their present and future resides within themselves. Each student eventually understands that they play a key, decisive role in their present and future success.

## **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, 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. The Governing Board should reflect

diversity and should strive to have members with expertise in the following areas, including, but not limited to: education, finance, law, medicine, and science/technology/engineering/mathematics.

**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 in an official or leadership capacity 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 signed, 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

Consistent with the requirements of Ala. Code §§16-6F-7 & 16-6F-9 and the First Amendment to the U.S. Constitution, the School shall not engage in any sectarian or religious practices in its educational program, admissions or employment policies, or operations. This includes, but is not limited to, the use of prayer, the use of sectarian or religiously themed classroom instruction, the display of religious imagery on school property, or any other sectarian or religiously themed activities or programming during regular school operating hours.

The School will at all times operate consistent with the First Amendment to the U.S. Constitution's prohibition on public religious establishment, and consistent with the Fourteenth Amendment's guarantee of equal protection of the laws which includes, without limitation, an obligation to ensure that to the extent the School uses facilities owned by a religious institution, it does so solely for secular educational purposes; that such facilities contain no religious symbols or messaging; that such facilities are not used to provide the opportunity for proselytizing the students of the school by clergy, school employees, or adult volunteers; and/or that the use of such facilities will not in any way include official administrative involvement between the School and the religious institution in which either the School or the religious institution exerts managerial influence over the content, scheduling, or staffing of the other's programs and activities.

### 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. Ala. Code § 16-6F-9. It shall be the duty and obligation of all such individuals to maintain and ensure compliance with the Alabama Ethics Laws. In the event that it is discovered or determined that any such individual is not in compliance with the Alabama Ethics Law, the School shall take immediate and appropriate action to ensure full compliance with the Alabama Ethics Laws.

The School shall be subject to the Alabama Bid law.

**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. Ala. Code §16-6F-9(c)(1).

**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 term sheet 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 (Ala. Code § 16-6F-5(a)(1)-(10)) and incorporated into this agreement as “Attachment 10 Enrollment Policy.”

### Section 6.2 Maximum Enrollment

The capacity of the School shall be determined annually by the Governing Board in conjunction with the authorizer and in consideration of the School's ability to facilitate the academic success of its students, achieve the other objectives specified in 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 in conjunction with the authorizer and in consideration of the School's ability to facilitate the academic success of its students, achieve the objectives specified in 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:

Grade Level	2023-24 Enrollment		2024-25 Enrollment		2025-26 Enrollment		2026-27 Enrollment		2027-28 Enrollment		At Capacity TBD	
	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.	Min.	Max.
K	35	45	40	55	50	55	50	60	55	65	55	65
1	50	65	60	70	65	75	70	80	75	85	75	85
2	50	65	60	70	65	75	70	80	75	85	75	85
3	50	65	60	70	65	75	70	80	75	85	75	85
4	55	70	70	80	80	90	95	105	95	105	95	105
5	55	70	70	80	80	90	95	105	95	105	95	105
<b>Total</b>	<b>295</b>	<b>380</b>	<b>360</b>	<b>425</b>	<b>405</b>	<b>460</b>	<b>450</b>	<b>510</b>	<b>470</b>	<b>530</b>	<b>470</b>	<b>530</b>

### Section 6.5 Student Records

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

### Section 6.6 Student Information System

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

**Section 6.7 Third Party Enrollment Administrator**

The School shall utilize a third party to oversee and administer the enrollment process for the School so as to ensure that the school conducts the enrollment process in compliance with the Act, this Contract, and all applicable federal and state laws.

## 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 non-charter public schools in the state. Each fee must be approved by the Governing Board.

Anticipated fees are detailed in the following list:

Field Trips - \$15 per student

Barnabas School of Leadership plans to provide assistance to any student or family that cannot pay any student fees



## ARTICLE VIII: EDUCATIONAL PROGRAM/ACADEMIC ACCOUNTABILITY

The School is required to implement, deliver, support, and maintain the design elements education program terms described in its Application.

### 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 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. The School may utilize additional student assessment measures if the Commission approves such measures.

### 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.) 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.

### 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 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 has secured a location that is acceptable to the Commission, pursuant to a Commercial Lease Agreement. The Lease Agreement is included in the appendices to this Contract as Attachment 13. 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.

### 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.

### Section 10.5 Sectarian or Religious Imagery

The Governing Board or their designee(s) shall take proper steps to remove any religious symbols, insignia, literature, or other materials from the School. The School shall not contain any religious symbols visible to those attending and working in the school during normal school hours. Any religious symbols or insignia that cannot be removed from the premises owned or leased by the School are to be covered or otherwise hidden from view during regular school hours. The School shall maintain distinct and separate signage such that passerby do not infer a relationship between the School and any sectarian or religious institution. For example, any signage that is located on the property owned or leased by the School and which refers to a church or is otherwise affiliated with a religious organization is to be covered during regular school hours.

## 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) (Ala. Code § 31-13-1, et seq.). 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).

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 August 16, 2023.

APPROVED BY A QUORUM OF THE COMMISSION ON OCTOBER 28, 2022:



Ty Moody, Ph.D., Chair  
Alabama Public Charter School Commission

THE CHARTER SCHOOL GOVERNING BOARD:

Unassigned by:  
  
Signature of Duly Authorized Representative

Date: 10/17/22

Dr. Walter Green, Chairman of the Barnabas School of 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
<b>School Facility/Physical Plant:</b>			
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.	11/15/2022		
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.	11/15/2022		
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.	11/15/2022		
The School facilities have met all applicable Department of Health requirements to serve food. Food Safety Permit is on file with the Commission.	06/1/2023		
The School possesses all permits and licenses required to legally operate in the School Facility. Certificate of Occupancy is on file with the Commission.	06/1/2023		
<b>School Operations:</b>			
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.	04/01/2023		
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.	04/15/2023		

The School has provided evidence of a uniform system of double-entry bookkeeping that is consistent with Generally Accepted Accounting Principles (GAAP).	05/15/2023		
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.	05/30/2023		
The School has provided evidence of a student handbook. Student Handbook must contain, at a minimum, the following: School's mission statement, School's Contact Information, School Calendar, School Attendance Policy, Student Discipline Policy, and Student Rights and Responsibilities.	05/30/2023		
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.	04/30/2023		
Evidence that students representing 80% of the projected fall membership have enrolled is provided, including name, address, grade, and prior school attended.	05/01/2023		
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.	04/01/2023		

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: <a href="https://www.alsde.edu">https://www.alsde.edu</a> . (NSIDE)	07/01/2023		
<b>PRE-OPENING SITE VISIT:</b>  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.	05/01/2023		
State assessment schedule is on file with the Commission.	07/15/2023		
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.	07/30/2023		
The School has policy and procedures for requesting, maintaining, securing and forwarding student records.	05/01/2023		
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).	07/01/2023		
The School has provided evidence of an adequate staff configuration to meet the educational program terms outlined in the charter, its legal obligations, and the needs of all enrolled students (% of staff positions filled) and/or a plan for filling open positions.	07/15/2023		
Evidence that instructional staff, employees, and volunteers possess all applicable qualifications as required by state and federal law is provided.	08/01/2023		

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.	07/15/2023		
Provide evidence that all employees have completed training on child abuse and neglect reporting or have comparable experience.	08/01/2023		
<b>School Governance:</b>			
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.	11/15/2022		
Evidence is provided that membership on the Governing Board of Directors is complete and complies with the School's governing board bylaws and the Contract with the Commission (i.e., governing board roster with contact information for all board members, identification of officers, and term of service). This shall include evidence of a governing board that meets the recommendations of the National Association of Quality School Authorizers for diversity and capacity in the following areas: education, finance, law, medicine, science, technology, engineering, and mathematics.	12/01/2022		
Resume of each Governing Board member is on file with the Commission.	12/01/2022		
Governing Board disclosure forms are complete and on file with the Commission.	12/01/2022		
Submit emergency contact information for the Chief Executive Officer (CEO) and other members of the management team.	11/15/2022		



Annually, the School and Commission must set performance targets/mission-specific goals designed to help the School meet its mission-specific educational and organizational goals. Once agreed upon, those performance targets shall be incorporated into the charter contract through amendment. These targets must be set by July 1st of each year of the School's operation.	05/01/2023		
<b>Budget:</b>			
Submit evidence of a minimum of \$250,000.00 unencumbered funds to provide for any of the following: the hiring of instructional and administrative staff, IT support and services, Instructional supplies, facility needs, and other related education expenses during the planning year and prior to receiving Education Trust Fund distribution. (Grants and/or Pledges)	05/15/2023		
Submit an unaudited Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	11/15/2022		
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.	06/15/2023		
A copy of the annual budget adopted by the School Governing Board is on file with the Commission.	05/01/2023		
Submit an unaudited Quarterly statement of income and expenses. School is required to use the Commission's Budget and Quarterly report template to satisfy this requirement.	ongoing		

Evidence is provided that the School has obtained and maintains insurance in the coverage areas and minimum amounts set forth in the charter contract.	02/15/2023		
Online Platforms for Accountability: Charter.Tools, etc.	11/15/2022-Charter.Tools		

**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

Barnabas School of Leadership

### BYLAWS

#### I. MEMBERSHIP

The corporation has no members. The rights which would otherwise vest in the members vest in the directors of the corporation (hereinafter "Trustees") Barnabas School of Leadership (hereinafter "BSL"). Actions which would otherwise require approval by a majority of all members or approval by the members require only approval of a majority of all Trustees or approval by the Board of Trustees (hereinafter "Board").

#### II. BOARD OF TRUSTEES

##### A. Powers

The Board shall conduct or direct the affairs of the corporation and exercise its powers, subject to the limitations of the Alabama Law, the Articles of Incorporation and these Bylaws. The Board may delegate the management of the activities of the corporation to others, so long as the affairs of the corporation are managed, and its powers are exercised, under the Board's ultimate jurisdiction.

Without limiting the generality of the powers here granted to the Board, but subject to the same limitations, the Board shall have all the powers enumerated in these Bylaws, and the following specific powers:

1. To elect and remove Trustees.
2. To select and remove officers, agents and employees of the corporation; to prescribe powers and duties for them; and to fix their compensation.
3. To conduct, manage and control the affairs and activities of the corporation, and to make rules and regulations.
4. To enter into contracts, leases and other agreements which are, in the Board's judgment, necessary or desirable in obtaining the purposes of promoting the interests of the

corporation.

5. To carry on a business at a profit and apply any profit that results from the business activity to any activity in which the corporation may engage.

6. To act as trustee under any trust incidental to the corporation's purposes, and to receive, hold, administer, exchange and expend funds and property subject to such a trust.

7. To acquire real or personal property, by purchase, exchange, lease, gift, devise, bequest, or otherwise, and to hold, improve, lease, sublease, mortgage, transfer in trust, encumber, convey or otherwise dispose of such property.

8. To borrow money, incur debt, and to execute and deliver promissory notes, bonds, debentures, deeds of trust, mortgages, pledges, hypothecations and other evidences of debt and securities.

9. To lend money and accept conditional or unconditional promissory notes therefore, whether interest or non- interest bearing, or secured or unsecured.

10. To indemnify and maintain insurance on behalf of any of its Trustees, officers, employees or agents for liability asserted against or incurred by such person in such capacity or arising out of such person's status as such, subject to the provisions of Alabama Law and the limitations noted in these Bylaws.

#### B. Number of Trustees

The number of Trustees of the corporation shall be not less than 9 nor more than 12. The Board shall fix the exact number of Trustees, within these limits, by Board resolution or amendment of the Bylaws. As of the date on which these Bylaws are adopted, the exact number of Trustees is fixed at 11.

#### C. Election of Trustees

1. Election. The BSL Principal shall automatically be a Trustee. The Board shall elect the remaining Trustees by the vote of a majority of the Trustees then in office, whether or not the

number of Trustees in office is sufficient to constitute a quorum, or by the sole remaining Trustee.

2. Eligibility. The Board may elect any person who in its discretion it believes will serve the interests of the corporation faithfully and effectively. In addition to other candidates, the Board will consider the following nominees:

- a. A parent of an active BSL student, who is designated by the BSL Parents' Association to represent that Association (the "Parent Representative").
- b. Following the graduation of the initial class, an alumna or alumnus of BSL, who is designated by the BSL Alumni Association to represent that Association (the "Alumni Representative").
- c. An BSL teacher, selected by the BSL faculty (the "BSL Faculty Representative").
- d. An BSL student, selected by the BSL student body (the "BSL Student Representative").

3. Interested Persons. Not more than 49% of the persons serving on the Board may be interested persons. An "interested person" is: (1) any person currently being compensated by the corporation for services rendered to it within the previous 12 months, whether as a full-time or part-time employee, independent contractor or otherwise, excluding any reasonable compensation paid to a Trustee as Trustee; or (2) any sister, brother, ancestor, descendant, spouse, sister-in-law, brother-in-law, daughter-in-law, son-in-law, mother-in-law or father-in-law of any such person.

#### 4. Term of Office

- a. The term of office of all members of the initial Board of Trustees shall be one year.
- b. At the end of the first year, the Board shall provide for staggered terms of its Trustees, by designating approximately one-third of the Trustees to one-, two- and three-year terms. Following the expiration of those designated terms, the term of each Trustee shall continue for three years, except the term of any Trustee who is the Parent, BSL Faculty shall be one year.
- c. No Trustee, other than a Trustee serving as a corporate officer or the BSL Principal, may serve

for more than seven (7) consecutive years.

d. The term of office of a Trustee elected to fill a vacancy in these bylaws begins on the date of the Trustee's election, and continues: (1) for the balance of the unexpired term in the case of a vacancy created because of the resignation, removal, or death of a Trustee, or (2) for the term specified by the Board in the case of a vacancy resulting from the increase of the number of Trustees authorized.

e. A Trustee's term of office shall not be shortened by any reduction in the number of Trustee resulting from amendment of the Articles of Incorporation or the Bylaws or other Board action.

f. A Trustee's term of office shall not be extended beyond that for which the Trustee was elected by amendment of the Articles of Incorporation or the Bylaws or other Board action.

5. Time of Elections. The Board shall elect Trustees whose terms begin on July 1 of a given year at the Annual Meeting for that year, or at a Regular Meeting designated for that purpose, or at a Special Meeting called for that purpose.

#### D. Removal of Trustees

The Board may remove a Trustee without cause as provided by Alabama law. The Board may remove any Trustee who:

1. Has failed to attend two or more of the Board's Regular Meetings in any calendar year;
2. Has been declared of unsound mind by a final order of court;
3. Has been convicted of a felony;
4. Has been found by a final order or judgment of any court to have breached any duty imposed by the Alabama Law; or
5. For such other good causes as the Board may determine.

#### E. Resignation by Trustee

A Trustee may resign by giving written notice to the Board Chair or Secretary. The resignation is effective on the giving of notice, or at any later date specified in the notice. A Trustee may not

resign if the Trustee's resignation would leave the corporation without a duly elected Trustee in charge of its affairs, without first giving notice to the Alabama Attorney General.

#### F. Vacancies

A vacancy is deemed to occur on the effective date of the resignation of a Trustee, upon the removal of a Trustee, upon declaration of vacancy pursuant to these Bylaws, or upon a Trustee's death. A vacancy is also deemed to exist upon the increase by the Board of the authorized number of Trustees.

#### G. Compensation of Trustees

Trustees shall serve without compensation. However, the Board may approve reimbursement of a Trustee's actual and necessary expenses while conducting corporation business.

### III. PRINCIPAL OFFICE

The school's office shall be at the Greater Beulah Baptist Church's Education Building located in Dothan, Alabama, or at such other place as the Board may select by resolution or amendment of the Bylaws. The Secretary shall note any change in principal office on the copy of the Bylaws maintained by the Secretary.

### IV. MEETINGS OF THE BOARD

#### A. Place of Meetings

Board Meetings shall be held at the corporation's principal office or at any other reasonably convenient place as the Board may designate.

#### B. Annual Meetings

An Annual Meeting shall be held in May of each year for the purpose of electing Trustees, making and receiving reports on corporate affairs, and transacting other business as comes before the meeting.

#### C. Regular Meetings

Regular Meetings shall be held at various times within the year as the Board determines.

#### D. Special Meetings

A Special Meeting shall be held at any time called by the Chair or by any five Trustees.

#### E. Adjournment

A majority of the Trustees present at a meeting, whether or not a quorum, may adjourn the meeting to another time and place. Notice of the time and place of holding an adjourned meeting need not be given to absent Trustees if the time and place be fixed at the meeting adjourned, except if the meeting is adjourned for longer than 24 hours, notice of the adjournment shall be given as specified in these Bylaws.

#### F. Notices

Notices of Board Meetings shall be given as follows:

1. Annual Meetings and Regular Meetings may be held without notice if the Bylaws or the Board fix the time and place of such meetings.
2. Special Meetings shall be held upon four days' notice by first-class mail or 48 hours'
- 3.
4. Developed personally or by telephone, facsimile or email. Notices will be deemed given when deposited in the United State mail, addressed to the recipient at the address shown for the recipient in the corporation's records, first-class postage prepaid; when personally delivered in writing to the recipient; or when faxed, e-mailed, or communicated orally, in person or by telephone, to the Trustee of to a person whom it is reasonably believed will communicate it promptly to the Trustee.

#### G. Waiver of Notice

Notice of a meeting need not be given to a Trustee who signs a waiver of notice or written consent to holding the meeting or an approval of the minutes of the meeting, whether before or after the meeting, or attends the meeting without protest prior to the meeting or at its commencement of the lack of notice. The Secretary shall incorporate all such waivers, consents



and approvals into the minutes of the meeting.

## V. ACTION BY THE BOARD

### A. Quorum

A quorum consists of one-third of the fixed number of Trustees. B. Action by the Board

1. Actions Taken at Board Meetings. The actions done and decisions made by a majority of the Trustees present at a meeting duly held at which a quorum is present are the actions and decisions of the Board, except for purposes of electing Trustees, appointing committees and delegating authority thereto, or amending the corporation's Bylaws, where the action of a majority of Trustees then in office is required by the Alabama Law or as set out in these Bylaws.

The Board may continue to transact business at a meeting at which a quorum was originally present, even though Trustees withdraw, provided that any action taken is approved by at least a majority of the quorum required.

2. Actions Without a Meeting. The Board may take any required or permitted action without a meeting if all the Trustees individually or collectively consent in writing to the taking of that action. Such consent shall have the same effect as a unanimous vote of the Board, and shall be filed with the minutes of the Board proceedings.

3. Board Meeting by Conference Telephone. Board Members may participate in a Board meeting through use of conference telephone or similar communication equipment, so long as all Trustees participating in such meeting can hear one another. Participation in a meeting pursuant to this section constitutes presence in person at such meeting.

### C. Committees

1. Appointment of Committees. The Board may appoint one or more Board Committees by vote of the majority of Trustees. A Board Standing Committee will consist of not less than two Trustees, who shall serve at the pleasure of the Board.

2. Authority of Board Committees. The Board may delegate to a Board committee any of the authority of the Board, except with respect to:

- a. The election of Trustees.
- b. Filling vacancies on the Board or any committee which has the authority of the Board.
- c. The fixing of Trustee compensation for serving on the Board or on any committee.
- d. The amendment or repeal of any Board resolution.
- e. The amendment or repeal of Bylaws or the adoption of new Bylaws.
- f. The appointment of other committees of the Board, or the members of the committees.
- g. The expenditure of corporate funds to support a nominee for Trustee.
- h. The approval of any self-dealing transaction, as defined by Alabama Law.

1. Procedures of Committees. The Board may prescribe the manner in which the proceedings of any Board Committee is to be conducted. In the absence of such prescription, a Board Committee may prescribe the manner of conducting its proceedings, except that the regular and special meetings of the Committee are governed by the provisions of these Bylaws with respect to the calling of meetings.

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#### D. Standard of Care

1. Performance of Duties. Each Trustee shall perform all duties of a Trustee, including duties on any Board Committee, in good faith, in a manner the Trustee believes to be in the corporation's best interest and with such care, including reasonable inquiry, as an ordinary prudent person in a like position would use under similar circumstances.

2. Reliance on Others. In performing the duties of a Trustee, a Trustee shall be entitled to rely on information, opinions, reports or statements, including financial statements and other financial data, presented or prepared by:

- a. One or more officers or employees of the corporation whom the Trustee believes to be

reliable and competent in the matters presented;

b. Legal counsel, independent accountants or other persons as to matters that the Trustee believes are within that person's professional or expert competence; or

c. A Board Committee on which the Trustee does not serve, as to matters within its designated authority, provided the Trustee believes the Committee merits confidence and the Trustee acts in good faith, after reasonable inquiry when the need is indicated by the circumstances, and without knowledge that would cause such reliance to be unwarranted.

3. Investments. In investing and dealing with all assets held by the corporation for investment, the Board shall exercise the standard of care described above and avoid speculation, looking instead to the permanent disposition of the funds, considering the probable income, as well as the probable safety of the corporation's capital. The Board may delegate its investment powers to others, provided that those powers are exercised within the ultimate direction of the Board. No investment violates this section where it conforms to provisions authorizing such investment contained in an instrument or agreement pursuant to which the assets were contributed to the corporation.

#### E. Rights of Inspection

Every Trustee has the right to inspect and copy all books, records and documents of every kind and to inspect the physical properties of the corporation, provided that such inspection is conducted at a reasonable time after reasonable notice, and provided that such right of inspection and copying is subject to the obligation to maintain the confidentiality of the reviewed information, in addition to any obligations imposed by any applicable federal, state or local law.

#### F. Participation in Discussions and Voting

Every Trustee has the right to participate in the discussion and vote on all issues before the Board or any Board Committee, except as noted below:

1. The BSL Faculty Representative shall not be present for the discussion and vote on any

matter involving: (a) the performance evaluation or discipline of any administrator or faculty member; (b) administrator or faculty compensation; (c) Executive Sessions of the Board; or (d) any other matter at the discretion of a majority of the Trustees then present.

2. Any Trustee shall be excused from the discussion and vote on any matter involving: (a) a self-dealing transaction; (b) a conflict of interest, (c) indemnification of that Trustee; or (d) any other matter at the discretion of a majority of the Trustees then present.

#### G. Duty to Maintain Board Confidences

Every Trustee has a duty to maintain the confidentiality of all Board actions, including discussions and votes. Any Trustee violating this confidence may be removed from the Board. Moreover, the BSL Faculty or Student Representative may be disciplined, including immediate dismissal, if Board information is disclosed without the Chair's prior approval.

### VI. OFFICERS

#### A. Officers

The officers of the corporation consist of a President (hereinafter "Chair"), Vice President (hereinafter "Vice Chair"), a Secretary and a Chief Financial Officer (hereinafter "Treasurer").

The corporation also may have such other officers as the Board deems advisable.

1. Chair. Subject to Board control, the Chair has general supervision, direction and control of the affairs of the corporation, and such other powers and duties as the Board may prescribe. If present, the Chair shall preside at Board meetings.

2. Vice Chair. If the Chair is absent or disabled, the Vice Chair shall perform all the Chair's duties and, when so acting, shall have all the Chair's powers and be subject to the same restrictions. The Vice Chair shall have other such powers and perform such other duties as the Board may prescribe.

3. Secretary. The Secretary shall: (a) keep or cause to be kept, at the corporation's principal office, or such other place as the Board may direct a book of minutes of all meetings of

the Board and Board Committees, noting the time and place of the meeting, whether it was regular or special (and if special, how authorized), the notice given, the names of those present, and the proceedings; (b) keep or cause to be kept a copy of the corporation's Articles of Incorporation and Bylaws, with amendments; (c) give or cause to be given notice of the Board and Committee meetings as required by the Bylaws; and (d) have such other powers and perform such other duties as the Board may prescribe.

4. Treasurer. The Treasurer shall: (a) keep or cause to be kept adequate and correct accounts of the corporation's properties, receipts and disbursements; (b) make the books of account available at all times for inspection by any Trustee; (c) deposit or cause to be deposited the corporation's monies and other valuables in the corporation's name and to its credit, with the depositories the Board designates; (d) disburse or cause to be disbursed the corporation's funds as the Board directs; (e) render to the Chair and the Board, as requested but no less frequently than once every fiscal year, an account of the corporation's financial transactions and financial condition; (f) prepare any reports on financial issues required by an agreement on loans; and (g) have such other powers and perform such other duties as the Board may prescribe.

#### B. Election, Eligibility and Term of Office

1. Election. The Board shall elect the officers annually at the Annual Meeting or a Regular Meeting designated for that purpose or at a Special Meeting called for that purpose, except that officers elected to fill vacancies shall be elected as vacancies occur.
2. Eligibility. A Trustee may hold any number of offices, except that neither the Secretary or Treasurer may serve concurrently as the Chair.
3. Term of Office. Each officer serves at the pleasure of the Board, holding office until resignation, removal or disqualification from service, or until his or her successor is elected.

#### C. Removal and Resignation

The Board may remove any officer, either with or without cause, at any time. Such removal shall not prejudice the officer's rights, if any, under an employment contract. Any officer may resign at any time by giving written notice to the corporation, the resignation taking effect on receipt of the notice or at a later date specified in the notice.

#### VII. NON-LIABILITY OF TRUSTEES

The Trustees shall not be personally liable for the corporation's debts, liabilities or other obligations.

#### VIII. INDEMNIFICATION OF CORPORATE AGENTS

The corporation shall indemnify any Trustee, officer, employee or other agent of this corporation, who has been successful (1) on the merits in defense of any civil, criminal, administrative or investigative proceeding brought to procure a judgment against such person by reason of the fact that he/she is, or was, the corporation's agent, or (2) in defense of any claim, issue or matter therein. In such a case, the corporation will provide indemnity against expenses actually and reasonably incurred by the person in connection with such proceeding.

If the corporate agent either settles any such claim or sustains a judgment against him/her, then indemnification against expenses, judgments, fines, settlements and other amounts reasonably incurred in connection with such proceedings shall be provided by this corporation but only to the extent allowed by, and in accordance with the requirements of Alabama Law.

#### IX. INSURANCE FOR CORPORATE AGENTS

The Board may adopt a resolution authorizing the purchase and maintenance of insurance on behalf of any Trustee, officer, employee or other agent of the corporation, against any liability other than for violating provisions of law relating to self-dealing asserted against or incurred by the agent in such capacity or arising out of the agent's status as such, whether or not the corporation would have the power to indemnify the agent against such liability under the provisions of Alabama Law.

## X. SELF-DEALING TRANSACTIONS

The corporation shall not engage in any self-dealing transactions, except as approved by the Board. "Self-dealing transaction" means a transaction to which the corporation is a party in which one or more of the Trustees has a material financial interest ("interested Trustee(s)"). Notwithstanding this definition, the following transactions are not self-dealing transactions, and are subject to the Board's general standard of care:

1. The Board's action of fixing a Trustee's compensation as BSL Principal, Board Member or
2. A transaction which is part of a public or charitable program of the corporation, if the transaction (a) is approved or authorized by the Board in good faith and without unjustified favoritism, and (b) results in a benefit to one or more Board Member or their families because they are in a class of persons intended to be benefited by the program;

## XI. OTHER PROVISIONS

### A. Fiscal Year

The fiscal year of the corporation begins on July 1 of each year and ends on June 30 of the following year.

### B. Execution of Instruments

Except as otherwise provided in these Bylaws, the Board may adopt a resolution authorizing any officer or agent of the corporation to enter into any contract or execute and deliver any instrument in the name of or on behalf of the corporation. Such authority may be general or confined to specific instances. Unless so authorized, no officer, agent or employee shall have any power to bind the corporation by any contract or engagement, to pledge the corporation's credit, or to render it liable monetarily for any purpose or any amount.

### C. Checks and Notes

Except as otherwise specifically provided by Board resolution, checks, drafts, promissory notes,

orders for the payment of money, and other

evidence of indebtedness of the corporation may be signed by the Chair, Treasurer or BSL

Principal.

#### D. Construction and Definitions

Unless the context otherwise requires, the general provisions, rules of construction, and definitions contained in ALABAMA Law shall govern the construction of these Bylaws. Without limiting the generality of the foregoing, words in these Bylaws shall be read as the masculine or feminine gender, and as the singular or plural, as the context requires, and the word "person" includes both a corporation and a natural person. The captions and headings in these Bylaws are for convenience of reference only and are not intended to limit or define the scope or effect of any provisions.

#### E. Conflict of Interest

Any Trustee, officer, key employee, or committee member having an interest in a contract, other transaction or program presented to or discussed by the Board or Board Committee for authorization, approval, or ratification shall make a prompt, full and frank disclosure of his or her interest to the Board or committee prior to its acting on such contract or transaction. Such disclosure shall include all relevant and material facts known to such person about the contract or transaction which might reasonably be construed to be adverse to the corporation's interest. The body to which such disclosure is made shall thereupon determine, by majority vote, whether the disclosure shows that a conflict of interest exists or can reasonably be construed to exist. If a conflict is deemed to exist, such person shall not vote on, nor use his or her personal influence on, nor be present during in the discussion or deliberations with respect to, such contract or transaction (other than to present factual information or to respond to questions prior to the discussion). The minutes of the meeting shall reflect the disclosure made, the vote thereon and, where applicable, the abstention from voting and participation. The Board may adopt conflict of



interest policies requiring:

1. Regular annual statements from Trustees, officers, key employees to disclose existing and potential conflict in interest; and,
2. Corrective and disciplinary actions with respect to transgressions of such policies.

For the purpose of this section, a person shall be deemed to have an "interest" in a contract or other transaction if he or she is the party (or one of the parties) contracting or dealing with the corporation, or is a director, trustee or officer of, or has a significant financial or influential interest in the entity contracting or dealing with the corporation.

#### F. Interpretation of Charter

Whenever any provision of these Bylaws are in conflict with the provisions of the Charter, the provisions of these Bylaws control.

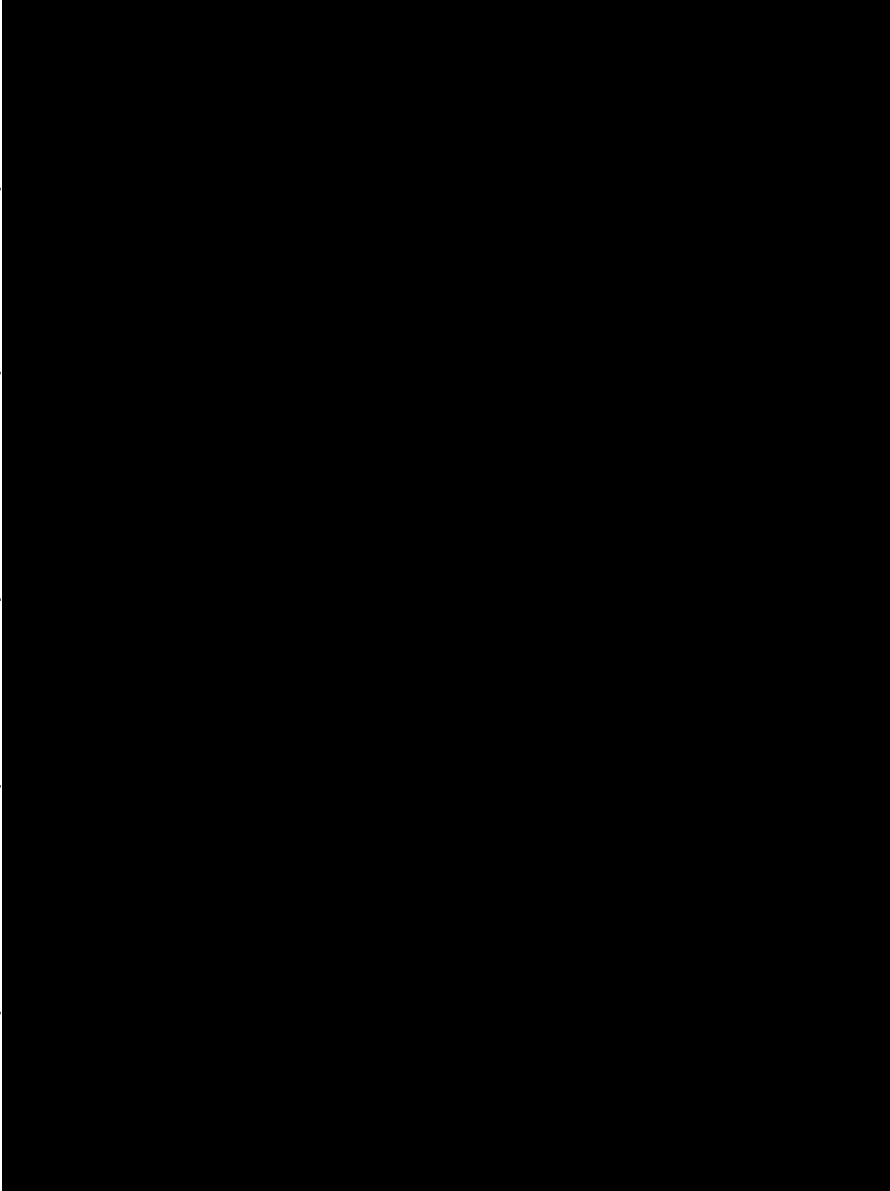
#### XII. AMENDMENT

A majority of the Trustees may adopt, amend or repeal these Bylaws.

#### CERTIFICATE OF SECRETARY

The undersigned does hereby certify that the undersigned is the Secretary of the Leadership High School, a nonprofit public benefit corporation duly organized and existing under the laws of the State of Alabama, that the foregoing Bylaws of said corporation were duly and regularly adopted as such by the Board of Trustees of said corporation, which Trustees are the only members of said corporation; and that the above and foregoing Bylaws are now in full force and effect.

## Attachment 3: Governing Board Roster and Disclosures

Governing Board Roster						
Board Position	Full Name	Address	Phone	Email	Term Start	Term End
Chair					10/11/22	10/10/25
Secretary					10/11/22	10/10/25
					10/11/22	10/10/25
Treasurer					10/11/22	10/10/25
					10/11/22	10/10/25
					10/11/22	10/10/25

Vice Chair	████ ████	██████ ████████ ██████	████ ██████	████████████████	██████	██████
	████ ████	██████ ████████ ██████	████ ██████	████████████████	██████	██████
	████ ████████	██████ ████████ ██████	████ ██████	████████████████ ████	██████	██████

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

Note: This is 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: **Walter Green**

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.

N/A

October 2022

### 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

## Conflicts for Schools Contracting with an Educational Service Provider

I. 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 and the School's bylaws and conflict of interest policies.

Walter Green certifies 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 Barnabas School of Leadership is true and correct in every respect.

Witnessed by:  
  
 SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE DATE

Date: 10/17/22

\*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

<b>School Name:</b>	Barnabas School of Leadership
<b>Mission:</b>	<p>The Barnabas School of Leadership's mission is to create a school learning environment, a culture and climate that fosters high achievement, academic success, and a sense of confidence in our students. The Barnabas School of Leadership re-imagines our student's experiences to instill a sense of agency or control of their academic, professional, and personal lives. The Barnabas School of Leadership student is confident in their ability to succeed in the classroom and to become self-directed, independent thinkers, add value to themselves and to the larger society.</p> <p>The Barnabas School of Leadership establishes a social, educational, and moral contract with students, teachers, administrators, parents, and other community stakeholders that hold all parties not only responsible but also committed to the success of each student.</p>
<b>Vision:</b>	The Barnabas School of Leadership envisions each student becoming "leaders of themselves." Students evolve from being simply passive vassals of teacher-led instruction and enter into an active partnership with their teachers, administrators, parents, and their fellow students. Students embrace the concept that their present and future resides within themselves. Each student eventually understands that they play a key, decisive role in their present and future success.
<b>Objectives:</b>	
<b>Goals:</b>	<p>Within five years, the BSL's students will improve their ELA proficiency scores to a minimum score of 61 percent. Each year, students' proficiency scores will improve a minimum of 11 percent.</p> <p>Within five years, the BSL's students will improve their Math proficiency scores to a minimum score of 28 percent or higher. Each year, students' proficiency scores will improve a minimum of 16 percent.</p>
<b>Education Program Term #1:</b>	The BSL will implement the Amplify Core, Knowledge, Language Arts (CKLA) to significantly improve ELA skills. It has several key components aligned with the Barnabas School of Leadership's Mission and Values. They include: 1. reading comprehension; 2. engagement; 3. Establish equity; and 4. build school culture.
<b>Education Program Term #2:</b>	The BSL will implement <i>enVision</i> Math program for grades K-5 grade which combines problem-based learning and visual learning to deepen students' conceptual understanding. Students learn math by solving reality-based problems.
<b>Education Program Term #3:</b>	The BSL will use the <i>Leader in Me</i> model to provide the foundation to build leadership and life skills in students, create trust in BSL's school culture and set the foundation for sustained academic achievement. BSL's students gain a sense of agency or control over their ability to not only achieve academically but also the requisite confidence to become independent, successful adults.
<b>Education Program Term #4:</b>	The BSL will implement four specific strategies to support the school's education programs. They include: 1. High quality Tier 1 core instruction ground to research-based well-vetted curriculum; 2. Small group and differentiated Tier 2 instruction with the support of paraeducators and targeted differentiated instruction; 3. Tier 3 Intervention



	and tutoring for students who are not responding to core instruction and small group intervention in the classroom; 4. Leadership development that allows students to take charge of their own learning
<b>Education Program Term #5:</b>	The BSL will implement both a school culture and an equity model to improve learning outcomes for underperforming economically disadvantaged students. The BSL's school culture will be more responsive and reflective of the students enrolled in the Barnabas School of Leadership.
<b>Geographic Area Served:</b>	The greater Dothan area and all surrounding communities
<b>Location:</b>	Dothan, Alabama
<b>Grades Served 2023-24:</b>	K-5
<b>Grades Served at Capacity:</b>	K-5
<b>Projected Enrollment 2023-2024:</b>	350 students
<b>Projected Enrollment at Capacity:</b>	500 students
<b>Educational Service Provider:</b>	N/A

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

## **Attachment 5: Conflict of Interest Policy**

### **Barnabas School of Leadership**

#### **Conflict of Interest Statement and Confidentiality Agreement**

To: Officers, Directors, Committee Members, Advisory Board Members, Staff Members, and certain Consultants

The undersigned has had and will have possession of or access to confidential information relating to the business of Barnabas School of Leadership, including writings, equipment, processes, drawings, reports, manuals, invention records, financial information, business plans, student/associate lists, the identity of or other facts relating to prospective customers, inventory lists, arrangements with suppliers and customers, computer programs, or other material embodying trade secrets, customer or product information or technical or business information of Barnabas School of Leadership,. All such information, other than any information that is in the public domain through no act or omission of the undersigned or which he/she is authorized to disclose, is referred to collectively as the "Company Information". During and for a period not to exceed the one year anniversary of the undersigned's termination of association with the BARNabas School of Leadership, the undersigned shall not (i) use or exploit in any manner the Company Information to himself/herself or any person, partnership, association, corporation or other entity other than Barnabas School of Leadership,, (ii) remove any Company Information, or any reproduction thereof, from the possession or control of the Company or (iii) treat Company Information otherwise than in a confidential manner.

No member of the Board of Directors or any of its Committees, staff, or consultants shall derive any personal profit or gain, directly or indirectly, by reasons of his or her participation with Barnabas School of Leadership. Each individual shall disclose to the organization any personal interest, which he or she may have in any matter pending before the organization and shall refrain from participation in any decision on such matter.

Any member of the Board, any Committee or Staff who is an officer, board member, a committee member or a staff member of a client organization or vendor of the Barnabas School of Leadership,. shall identify his or her affiliation with such agency or agencies; further, in connection with any committee or board action specifically directed to that agency, he/she shall not participate in the decision

**Attachment 6: Education Service Provider (ESP) Contract Guidelines (N/A)**

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 the facility has been approved for occupancy by the appropriate state, county, and city departments.

**Presently, an assessment of the facility is being conducted and the information will be provided by the required 11/15/22 dateline**

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 (the Barnabas School of Leadership”) is as follows:  
  
Address:
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: Barnabas School of Leadership are accurate and true to the best of my knowledge and belief; and further, I certify and assure that, if awarded a charter

1. The School shall have a fully independent governing board that will exercise autonomy in all matters, to the extent authorized by the Act.
2. The School has tax exempt status under section 501(c)(3) of the Internal Revenue Code of 1986 (26 U.S.C. Sec. 501(c)(3)), is not 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. 5 1681).
  - g. Compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 5 794).
  - h. Compliance with Title I I of the Americans With Disabilities ACt Of 1990 (42 U.S.C. 5 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.
  - II. 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 noncharter 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 pre opening 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  
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.

Barnabas School of Leadership

**NAME OF SCHOOL:**

Unsigned by:  
  
 SIGNATURE OF DULY AUTHORIZED REPRESENTATIVE DATE

**Walter Green - Chairperson**

**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.

### **Performance Review and Ongoing Oversight**

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

## Attachment 10: Enrollment Policy

The Barnabas School of Leadership's recruitment area is the greater City of Dothan area and surrounding communities. In accordance with the Alabama School Choice and Student Opportunity Act, a second student recruitment will extend beyond the boundaries of the City of Dothan if the first enrollment period does not put the school at capacity. For this, enrollment will be compared to capacity following the first enrollment period for students. At the end of the second enrollment period, the number of applications will be counted, and if that number exceeds the number of spaces available within capacity, those applicants will be placed on a waiting list, and a random lottery drawing will be held to enroll the number of students who can be accommodated within the capacity limits.

BSL is committed to a fair and equitable process for students and families. The Barnabas School of Leadership plans to use InfoSnap digital platform for application and lottery management. Families can use a single account to submit applications for multiple children from a mobile phone or computer. Prior to the application deadline, the Barnabas School of Leadership will have designated days for access to a computer lab. BSL staff will be available to assist with the online admission application.

More specifically, three specific zip codes were selected because approximately 85 percent of the students aged 5 to 10 year old reside in these zip codes were targeted because the larger percentage of the families that are considered economically disadvantaged and have the median household are less than 75 percent of the State of Alabama median household income.

Additionally, three locations have been identified to host the recruitment meetings, the St. James Baptist Church, the Greater Beulah Baptist Church, and the George Washington Carver Museum.

At these three locations, the BSL staff will: 1. present to attendees the museum's history and the contribution of noted citizens; 2. discuss the BSL school's mission; and 3. enroll prospective students.

Barnabas School of Leadership understands that the lottery process is an emotional and difficult time for students and parents. The lottery will be operated in an open and transparent manner. After available slots are filled, BSL will keep drawing names of the remaining applicants and place them on a wait list in the order they were drawn.

All students are welcome at the Barnabas School of Leadership, regardless of family income, race, gender, or academic achievements. BSL plans to customize its outreach efforts to the individual students and their needs. BSL believes the best plan for outreach to families that are economically disadvantaged, academic low-achieving students, students with disabilities and other youth at risk of academic failure is developing personal relationships and connections, not only with the student, but the family.

The Barnabas School of Leadership Student Enrollment schedule is as follows:

Registration (January 2023 - May 31, 2023): Beginning the second week of January, BSL will open its registration process using the InfoSnap digital platform. Families will be able to complete all required forms for registration during this time and manage/monitor their accounts from a computer, tablet, or smartphone. We will use the “intent to enroll” contact information to have students complete the registration process.

Lottery (June 1, 2023): If any target grade is oversubscribed, we will conduct a lottery. The BSL lottery process has been certified by a CPA and meets all requirements to ensure fairness and equity. All students selected and those not selected will be notified of their status on June 2, 2023.

Waitlist Management (August 14, 2023 – Ongoing): BSL will manage the waitlist of any grade that is oversubscribed throughout the year. Students will be ordered by the lottery and will be contacted in that order to fill seats, if seats open during the year.

## Attachment 11: Request for Proposals for Service Providers

**Attachment 12: Public Charter School Application**