# CHARTER FOR FULTON LEADERSHIP ACADEMY

This charter for Fulton Leadership Academy ("Charter") is entered into by and between The Fulton Leadership Academy, Inc., ("Petitioner") and the State Charter Schools Commission ("SCSC") (collectively referred to as "the parties").

WHEREAS, the Petitioner submitted a petition to the SCSC proposing to establish a state charter school pursuant to O.C.G.A. § 20-2-2060 *et seq*., the Charter Schools Act of 1998 ("Charter Schools Act") and O.C.G.A. § 20-2-2084;

WHEREAS, the SCSC finds that the petition complies with the provisions of the Charter Schools Act, and the rules, regulations, policies and procedures promulgated in accordance with O.C.G.A. § 20-2-2063 and O.C.G.A. § 20-2-2084 and further finds that the petition is in the public interest; and

WHEREAS, pursuant to Article 31 and Article 31A of Chapter 2 Title 20 of the Official Code of Georgia Annotated, the SCSC grants this Charter to permit Petitioner to operate Fulton Leadership Academy ("the Charter School") in accordance with the terms and conditions of this Charter.

NOW THEREFORE, in consideration of the promises, mutual agreements, and covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Definitions. The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, or the state accountability system, is amended otherwise:

    a. Education Service Provider: means a nonprofit or for-profit organization that contracts with charter schools to provide multiple educational, operational, or comprehensive management services, including, but not limited to, curriculum design, instructional resources, professional development, financial and operational management, facilities management, or any combination thereof.

    b. Georgia Department of Education (GaDOE or Department): means the state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.

    c. Governing Board means the governing board of the nonprofit organization for a state charter school and which is the same as the governing board of the state charter school which is involved in school-level governance of the state charter school.

    d. Local Educational Agency (LEA): means a public authority legally constituted with Georgia for administrative control or direction of public elementary or secondary schools. The Charter School shall act as its own LEA pursuant to O.C.G.A. § 20-2-2090, including but not limited to data reporting, student enrollment counting procedures, student achievement reporting, and funding allocations.

    e. School Leader: means the individual with the highest authority in school administration regardless of title.

f. State Board of Education (SBOE or State Board): means the constitutional authority which defines education policy for public K – 12 education agencies in Georgia.

g. State Charter Schools Commission (SCSC): means the state-level authorizing entity working in collaboration with the Department of Education under the authority of the State Board of Education.

2. Charter Term. The SCSC grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2018 and expiring on June 30, 2023.

3. Grade Range. The Charter School shall serve grades 6 to 12. The Charter School's total enrollment shall be at least 301 students but shall not exceed 500 students at any point during the charter term.

4. Mission Statement. The Charter School's mission is to provide a rigorous academic environment that empowers students in grades 6-12 to become productive civic leaders.

5. Essential or Innovative Features. The Charter School will implement a single-gender environment serving young men. The Charter School shall focus on science, technology, engineering, and mathematics (STEM), and a thematic approach that integrates experiences with aviation and aeronautics.

6. Open Enrollment and Admissions. The Charter School shall comply with the open enrollment and admissions provisions set forth in O.C.G.A. § 20-2-2066. Enrollment shall be open to any student in accordance with the following criteria:

   a. Attendance Zone. Enrollment shall be open to any grade level eligible student who resides in the southern part of Fulton County as geographically defined by the area of the Fulton County School System that falls south of the Atlanta Public Schools district, Clayton County Public Schools and Atlanta Public Schools attendance zone.

   b. Application. To be eligible for enrollment at the Charter School, students residing in the attendance zone must submit a timely application to the Charter School in accordance with the deadline set by the Charter School. The Charter School may not use admissions criteria or applications that would not otherwise be used at a traditional public school, including requests for letters of recommendation, essays, resumes, or information regarding a student's school or community activities, grades, test scores, attendance record, or disciplinary history. The Charter School may use applications for the purpose of verifying the student's residence within the school's attendance zone and grade level, provided the application is consistent with SCSC Rule 691-2-.05. The Charter School may gather other relevant information from students after enrollment is determined.

c. Random Lottery. If the number of timely applicants received by the Charter School exceeds the capacity of a program, class, grade level, or building, the Charter School shall ensure that such applicants have an equal chance of being admitted through a random selection process in accordance with O.C.G.A. § 20-2-2066(a)(1)(A) and SCSC Rule 691-2-.05. The Charter School shall not conduct more than one lottery per grade per admissions cycle.

d. Statutory Enrollment Priorities. In accordance with O.C.G.A. § 20-2-2066(a)(1)(A) and SCSC Rule 691-2-.05, the Charter School may give enrollment priority to the following categories of applicants and in the following priority:

   i. A sibling of a student enrolled in the Charter School; and
   ii. A student whose parent or guardian is a member of the governing board of the Charter School or is a full-time teacher, professional, or other employee at the Charter School.

e. Outreach and Marketing. The Charter School shall utilize reasonable outreach and marketing measures to make all potential applicants aware of opportunities for enrollment at the Charter School, including, but not limited to, seeking the enrollment of a cross section of the school-age population throughout the attendance zone, consistent with the requirements of O.C.G.A. § 20-2-2066. The SCSC, upon a finding that the outreach and marketing measures taken by the Charter School are inconsistent with applicable law or the representations made by the Charter School in the Application and/or other representations or submissions to the SCSC, may require the Charter School to take further action, including but not limited to, requiring the Charter School to extend its enrollment period, delay or void its random lottery, and/or conduct further specified outreach and marketing steps.

f. Use of Parental Agreements for Withdrawal or Reenrollment. The Charter School may adopt policies setting forth parental volunteer or service expectations and may require parent to sign an acknowledgement of those expectations. The Charter School may not withdraw, decline to reenroll, or otherwise discipline a student for a parent's failure to meet such expectations. The Charter School may not communicate to a student or parent that it has the authority to withdraw, decline to reenroll, or otherwise discipline a student for a parent's failure to meet volunteer or service expectations.

g. Enrollment Opportunity. The Charter School shall also ensure open enrollment for each grade served for which space is available and shall not adopt any policy or practice that restricts enrollment to specific grade levels within the grade span served by the school or to a particular class of students served by the school. The Charter School must offer at least one annual enrollment opportunity for each grade served for which space is available

7. Maximum Flexibility Allowed By Law. In exchange for the Charter School's agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 9 below, the SCSC grants the maximum flexibility allowed by law to the Charter School. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter School shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by a local board of education, the State Board of Education (State Board), or the Georgia Department of Education (Department). Notwithstanding this maximum flexibility, the Charter School shall comply with the terms of this Charter, the Charter Schools Act, including the provisions set forth in Section 16 below, and any rules, regulations, policies, or procedures established by the SCSC consistent with the Charter Schools Act.

8. Accreditation. [If serving grades 8-12] The Charter School shall seek accreditation from an approved accrediting agency identified in O.C.G.A. § 20-3-519(6.1)(A) within the first three years of the initial charter term or prior to a student's graduation and shall retain accredited status thereafter. The Charter School understands that the loss of accreditation from an agency identified in O.C.G.A. § 20-3-519(6.1)(A) constitutes grounds for termination of this charter contract.

9. Comprehensive Performance Framework and Performance Expectations.

   a. Incorporation into Charter Contract. The Comprehensive Performance Framework adopted by the SCSC shall be incorporated into the Charter as Exhibit A. The Comprehensive Performance Framework shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into the Comprehensive Performance Framework or this charter contract. The specific terms, form and requirements of the Comprehensive Performance Framework, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the SCSC and will be binding on the Charter School. Material amendments to the Comprehensive Performance Framework shall require approval by the SCSC and shall be automatically incorporated into this Charter Contract upon SCSC approval without further amendment to the Charter Contract. In the event that such modifications or amendments are required, including modifications to address amended laws, the SCSC will use best efforts to apply expectations for school performance in a manner as consistent as possible with those set forth in the Comprehensive Performance Framework.

   b. Monitoring and Reporting. In accordance with SCSC Rule 691-2-.03, the SCSC shall monitor the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the Comprehensive Performance Framework, as well as other applicable rules and laws. The SCSC shall publicly report the Charter School's achievement and compliance at least annually following the completion of the Charter School's first year of operation.

c. Performance Expectations. **The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the Comprehensive Performance Framework shall provide the basis upon which the SCSC will decide whether to renew the Charter School's Charter Contract at the end of the Charter term. This section shall not preclude the SCSC from considering other factors when relevant.**

d. Mission-Specific Goals. The operational portion of the Comprehensive Performance Framework incorporated as Exhibit A, holds the Charter School accountable for the following mission-specific goals:

   i. During each year of the charter term, the Charter School will increase the percentage of students participating in a student-to-student tutoring program by 1% over its baseline average or the Charter School will have at least 7% of its students participating in a student-to-student tutoring program.
   ii. During each year of the charter term, 100% of Charter School's students will participate in at least one service learning project.
   iii. During each year of the charter term, 100% of Charter School's students will utilize a personalized learning plan that incorporates progress monitoring and achievement growth.
   iv. During each year of the charter term, 100% of Charter School's students completing the Twelfth Grade will complete a career portfolio.
   v. At least eighty percent (80%) of respondents who complete an annual student survey assessing Charter School's environment will rate the school as being a friendly place where they feel welcomed. This survey will be conducted in accordance with generally accepted survey practices and will be reported to the Board of Directors and all stakeholders annually.

e. Performance Review Presentations. In the event that the Charter School fails to meet standards in accordance with the Comprehensive Performance Framework, the Charter School may be required to make an annual, in-person report to the Commission. Presentations shall be in a form and manner as requested by the Commission.

10. Assessment and Accountability. Notwithstanding Sections 7 and 9 above, the Charter School is subject to all accountability and assessment requirements set forth within Title 20 of the Official Code of Georgia Annotated and any corresponding State Board Rules, including but not limited to the accountability provisions of O.C.G.A. §§ 20-14-30 through 41. The Charter School is further subject to all federal accountability requirements under the Elementary and Secondary Education Act, including its reauthorization as the Every Student Succeeds Act and any subsequent amendment thereto and provisions of state law or regulation that implement the federal law.

11. Annual Report. The Charter School shall submit an annual report by the deadline established by O.C.G.A. § 20-2-2067.1(c) of each year to the Georgia Department of Education and to the SCSC that complies with all requirements established by the Georgia Department of Education or applicable law.

12. Withdrawal without Penalty. The Charter School shall comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students. The Charter School agrees that a student may withdraw without penalty from the Charter School at any time and enroll in another public school in the local school system in which such student resides.

13. State and Federally Mandated Educational Services.

    a. Students with Disabilities. The Charter School shall comply with all federal special education laws and regulations, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act.

    b. English Language Learners. The Charter School shall comply with all applicable federal laws and regulations relating to the provision of educational services to English Language Learners.

    c. Supplemental Education. The Charter School shall provide supplemental education services in required cases pursuant to the Elementary and Secondary Education Act, including its reauthorization as the Every Student Succeeds Act and any subsequent amendment thereto and provisions of state law or regulation that implement the federal law.

    d. Remediation. The Charter School shall provide remediation in required cases pursuant to the Elementary and Secondary Education Act, including its reauthorization as the Every Student Succeeds Act and provisions of state law or regulation that implement the federal law.

14. Governance Structure.

    a. Governing Board. The Charter School shall utilize an autonomous governing body in the form of a governing board (Governing Board), which shall operate in accordance with its bylaws and which shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law. The Governing Board shall exercise substantive control over such areas as personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations, which are listed by way of example and not by limitation. Pursuant to O.C.G.A. § 20-2-2084(e), all members of the Governing Board shall be United States citizens, residents of Georgia, and shall not be employees of the Charter School.

    b. Function. It shall be the function of the Governing Board to uphold the Charter School's mission and vision, to set policy for the Charter School, to work collaboratively with school officials to ensure the Charter School complies with the performance goals enumerated in Section 9 above, to ensure effective organizational planning, and to ensure financial stability of the Charter School.

c. Public Meetings. The Governing Board is subject to and shall comply with the Open and Public Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, and any subsequent amendment thereof. The Governing Board shall conduct regular meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the Charter School.

d. Public Records and Transparency. The Governing Board is subject to and shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, and any subsequent- amendment thereof. Pursuant to O.C.G.A. § 50-18-70(b)(2) the Governing Board shall ensure that all public records that are maintained or received by a private person or entity in the performance of a service or function for or on behalf of the Charter School are available to the public in the same manner and extent as records collected or maintained by the Charter School. The Governing Board shall maintain its adopted policies, budgets, meeting agendas and minutes, financial audits, and annual reports, and shall make such documents available for public inspection. Additionally, to promote transparency, the Charter School shall ensure that the following information, at a minimum, is easily accessible on the Charter School's website:

i. Governing Board membership;
ii. Governing Board meeting calendar;
iii. Meeting agendas for upcoming Governing Board meetings;
iv. Meeting minutes for past Governing Board meetings unless the Georgia Open Meetings Act limits their publication;
v. Contact information for the most senior school administrator;
vi. Any admissions application utilized by the school;
vii. Notification of enrollment and admission procedures required by SCSC Rule 691-2-.05, including the date, time, and location of any upcoming enrollment lottery;
viii. Annual operating budget or summary thereof as required by O.C.G.A. § 20-2-167.1; and
ix. The Charter School's Charter Contract.

e. Conflicts of Interest. The Governing Board shall establish a formal policy to prevent and disclose conflicts of interest and compliance with the requirements of O.C.G.A. § 20-2-2084(e). Members of the Governing Board and all individuals employed at the Charter School shall abide by such conflicts of interest policy. Upon request, the Charter School shall provide conflict of interest forms to the SCSC demonstrating that governing board members are in compliance with the conflicts of interest policy.

f. Public Status. Petitioner assures that the Charter School shall be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the State of Georgia. Petitioner further assures that the Charter School shall not be home-based; however, this does not preclude the Charter School from using virtual-based instruction in a remote setting.

g. Director Compensation. Petitioner shall not compensate members of the Charter School's Governing Board in excess of reasonable expenses incurred in connection with actual attendance at board meetings or with performance of duties associated therewith.

h. Contractual Interference. No party to this Charter may interfere with the legal right(s) and/or obligation(s) of another party to execute the provisions of this Charter.

15. Fiscal Control.

a. Financial Reporting Requirements. The Charter School shall follow the financial requirements of the Department's Financial Management for Georgia Local Units of Administration Manual, for all funds received by the school. This expressly includes, but is not limited to, developing and adhering to financial policies, preparing and adhering to operating budgets, accounting procedures, managing cash and investments, and segregation of duties and internal controls. The Charter School shall submit all information required by the State Accounting Office for inclusion in the State of Georgia Comprehensive Annual Financial Report.

b. Annual Audit. The Charter School shall have an annual financial audit conducted by an independent certified public accountant licensed in the State of Georgia. The Charter School will submit their annual financial audit to the SCSC by November 1st each year. If the Charter School does not meet standards on the financial or operational sections of the Comprehensive Performance Framework, the SCSC may require the Charter School to utilize an independent certified public accountant selected by the SCSC to perform the annual audit.

c. Chief Financial Officer. The Charter School shall designate a Chief Financial Officer. The Chief Financial Officer may be a contractor rather than a school employee; however, the SCSC will hold the Charter School accountable for all financial operations of the Charter School. The Chief Financial Officer shall possess the following minimum qualifications:

i. A baccalaureate or higher degree in business, accounting, or finance from an accredited college or university and a minimum of four (4) years' experience in a field related to business or finance; or

ii. Documented experience of ten (10) or more years in the field of business and financial management.

d. Federal Monitoring Requirements. The Charter School shall comply with all federal monitoring requirements related to the receipt of federal funds.

e. Charter School Program Eligibility. In the event the Charter School seeks grant funds under the Federal Charter School Program, the Charter School must satisfy all federal eligibility requirements as a prerequisite to applying for and receiving such funds.

f. Insurance. Prior to opening, the Charter School shall secure adequate insurance coverage and the Charter School shall maintain such coverage throughout the Charter term in accordance with the laws of the State of Georgia.

g. Surplus Funds. Any surplus funds remaining at the close of each fiscal year will be used to enhance the Charter School's academic program. Under no circumstances shall any surplus be distributed to the Charter School's employee(s), board member(s), educational service provider or educational management organization. Nothing in this section shall be construed to prevent the Charter School from setting aside surplus funds in a reserve account or budgeting and awarding performance bonuses as part of their annual operating expenses.

h. Responsibility for Debts. The Charter School is solely responsible for all debts incurred by the Charter School and its Governing Board. Except as agreed hereto, the SCSC shall not be contractually bound to the Charter School or to any third party with whom the Charter School has a contract or from whom the Charter School has purchased goods or services.

i. Distribution of Funds and Assets. In the event the Charter School ceases operation for any reason, the Charter School and its Governing Board will be responsible for concluding the business and affairs of the Charter School and will cooperate with the SCSC to the extent necessary to provide an orderly return of the students to their local school. Any public surplus remaining at the time the Charter School ceases operation shall be remitted to the SCSC, within 30 days of ceasing operations. Any furniture and equipment purchased with public funds shall be delivered to the SCSC within 30 days of ceasing operations. The SCSC shall not be responsible for the Charter School's unpaid debts in the event the Charter School does not have sufficient funds to pay all of its debts at the time it ceases operation.

j. Preference in Contracting. The Charter school shall give preference in contracting and purchasing of services and materials to businesses identified in O.C.G.A. § 20-2-2084(d)(2).

16. Compliance with Other Laws, Rules, and Regulations. The Charter School shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws that may not be waived pursuant to O.C.G.A. § 20-2-2065, including the following, which are listed by way of example and not by way of limitation.

a. Civil Rights, Insurance, Health, Safety, and Conflicting Interests. The Charter School shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders and statutes relating to civil rights; insurance; the protection of the physical health and safety of

students, employees, and visitors; conflicting interest transactions and the prevention of unlawful conduct.

b. Asbestos Remediation. The Charter School shall comply with the terms of any applicable asbestos remediation plan.

c. Unlawful Conduct. The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.

d. Student Conduct and Discipline. The Charter School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.

e. State Board Rules. The Charter School shall operate in accordance with all State Board Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 7 above.

f. Prohibition on Discrimination. The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, academic ability, the need for special educational services, or any other characteristic protected by local, state, or federal law.

g. Reporting Requirements. The Charter School shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320, and 20-2-740.

h. Tuition. The Charter School shall not charge tuition or fees to its students except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.

i. Brief Period of Quiet Reflection. The Charter School shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.

j. Individual Graduation Plans. The Charter school shall comply with O.C.G.A. § 20-2-327 related to Individual Graduation Plans.

k. Family Educational Rights and Privacy Act. The Charter School is subject to all provisions of the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. In the event the Charter School closes, it shall transmit all official student records in the manner prescribed by the State Board.

l. QBE Formula Earnings. The Charter School acknowledges that criteria used to calculate Quality Basic Education (QBE) funding may not be waived.

m. School Nursing Program. The Charter School shall implement a nursing program in accordance with by O.C.G.A. § 20-2-771.2.

n. Student Fees and Charges. The Charter School shall comply with State Board of Education Rule 160-5-1-.12 to preserve the rights of students regarding payments and fees.

17. Education Service Providers.
    a. If the Charter School elects to contract or amend a contract with an Education Service Provider at any point during the term of the Charter, the Charter School shall seek and receive approval of the contract or amendment from the SCSC Executive Director prior to the execution of the contract or amendment.
    b. The Charter School shall adhere to all provisions of any Educational Service Provider contract as approved by the SCSC Executive Director. The SCSC may monitor the Charter School's compliance with its Educational Service Provider contract. The Charter School's failure to comply with a material provision in the Educational Service Provider contract may be a material breach of this Charter.

18. Compliance with the Rules, Practices, Policies, and Procedures of the SCSC. The Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the SCSC under the authority granted by O.C.G.A. §§ 20-2-2080 *et seq.*

19. Employment Matters. Individuals employed at the Charter School shall not be considered employees of the State Board, Department, or the SCSC.

    a. Criminal Record Checks. The Charter School shall adopt criminal record check procedures. The Charter School shall comply with all provisions of O.C.G.A. § 20-2-211.1 relating to fingerprint and criminal record checks for all prospective staff members or any individual that will have substantial contact with students prior to beginning work at the Charter School or having contact with students.

    b. Teachers' Retirement System. All qualified teachers at the Charter School shall be members of the Teachers Retirement System of Georgia ("TRS") and subject to its requirements. The Charter School is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements. For the purposes of this subparagraph, the term "teacher" shall have the definition provided in O.C.G.A. § 47-3-1.

    c. Employment Preference. The Charter School shall comply with O.C.G.A. § 20-2-2084(d)(1) regarding employment preference. The Charter School shall maintain and provide the SCSC, upon request, documentation to support the Charter School's compliance with O.C.G.A. § 20-2-2084(d)(1), including, but not limited to, all advertisements for open positions, resumes received

by the Charter School, and records of interviews conducted by the Charter School. The Charter School shall not use third-party contractors to circumvent the requirements of this subparagraph.

d. Performance Evaluation System. The Charter School shall utilize the performance evaluation system adopted by the State Board pursuant to O.C.G.A. § 20-2-210 for all personnel for which it is required by rule or law, including personnel employed by an educational management organization or other educational service provider. At least two individuals employed by the Charter School shall be credentialed to administer the teacher evaluation system. At least two individuals employed by the Charter School or on the Charter School Governing Board shall be credentialed to administer the leader evaluation system. The Charter School may not delegate the evaluation of its School Leader to any individual or entity who is not a member of the Charter School Governing Board.

e. School Personnel. Teachers and other instructional staff and faculty must be employees of the Governing Board and may not be employed by an Educational Service Provider or other entity affiliated with an Educational Service Provider. The School Leader may be employed by an Educational Service Provider only if the Governing Board retains the authority to select and dismiss that individual from service at the Charter School. Non-instructional staff, such as the Chief Financial Officer, business manager, bookkeeper, maintenance personnel, may be employed by entities other than the Governing Board; however, the Governing Board shall remain responsible and accountable for all operations, compliance, and performance of any and all selected contractors. The Governing Board shall ensure that the School Leader establishes a regular and ongoing physical presence in the school that allows the individual to oversee daily operations.

20. Record Inspection. Subject to state and federal laws, the State Board, the Department and their agents, the SCSC and their agents and the State Auditor's office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the Charter School. Any records maintained by a vendor for the services it performs on behalf of the Charter School that relate to school-level operations (such as personnel and financial records) shall be available for immediate access by the school as well as the State Board, Department, SCSC, and State Auditor in accordance with this paragraph.

21. Facilities.

a. Approval of Site and/or Facility. The Charter School shall obtain proper approval in accordance with SCSC Rule 691-2-.06 for all sites and/or facilities prior to committing to any certificate of lease or ownership, prior to commencing any construction and prior to student occupation. If the Charter School contracts with an architect, construction manager, or other construction professional to manage the site or facility selection and development process, the SCSC will continue to hold the Charter School accountable for adhering to the requirements for site and facility approval. The Charter School shall not add or change facilities without approval from both the SCSC Executive Director and Georgia Department of Education's Facilities Services Division.

The Charter School shall contact the Georgia Department of Education's Facilities Services Division regarding the following:

i. Site Approval. The Charter School shall contact the Facilities Services Division to obtain site approval as soon as practicable. Failure to provide at least a six (6) months' notice to the Facilities Services Division prior to the proposed site's occupation may delay the Charter School's opening date. Once site approval has been granted, the Charter School will be issued a site code. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to site approval.

ii. Architectural Review. The Charter School shall submit and have approved by the Facilities Services Division all architectural plans for any facility that will house the Charter School during the charter term. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to architectural review.

iii. School Code Approval. After securing both site approval and architectural review approval a school code shall be obtained. The Charter School shall contact the Department and make a request for a school code. The Charter School shall properly obtain a school code prior to occupancy of the site and/or facility.

b. Prior to opening the Charter School and prior to students occupying any proposed facility, including new facilities to be occupied during the charter term, the Charter School shall obtain and submit the following documents to the SCSC:

i. Documentation of Ownership or Lease Agreement. The Charter School shall obtain documentation of ownership or the lease agreement for the facility that will house the Charter School.

ii. Certificate of Occupancy. The Charter School shall obtain a Certificate of Occupancy for the facility in which the Charter School shall be located.

iii. Emergency Safety Plan. The Charter School shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185, which plan shall be submitted to the local emergency management agency that oversees the area in which the school is located.

22. Transportation. To the extent the Charter School offers a transportation program for its students, the Charter School shall ensure that the program complies with all applicable laws governing transportation of students.

23. Food Services. To the extent the Charter School offers a food service program, the Charter School shall ensure that the program complies with all applicable laws governing food service for students.

24. Projected Enrollment. For the purpose of funding students enrolled in the Charter School in each year the Charter School offers a new grade level, the Charter School may be required to provide the SCSC a projected student enrollment count that includes prospective student names, Georgia Testing Identifier (GTID), if available, and any other information as requested by the SCSC. The Charter School shall provide this information by the deadline established by the SCSC and in the form and manner as requested by the SCSC. The information provided by the Charter School pursuant to this paragraph may be verified by the SCSC through an onsite visit or by other means.

25. Data Collection. The Charter School assumes sole responsibility for the collection and transmission of data in accordance with established Georgia Department of Education requirements and timelines. The Charter School shall utilize a Student Information System that is compatible with the system utilized by the Georgia Department of Education. The Charter School shall send at least one representative to the annual Data Collections Conference held by the Georgia Department of Education.

26. Termination of Charter.

    a. Termination Procedures. The parties acknowledge and agree that this Charter may be terminated following the procedures set forth in O.C.G.A. § 20-2-2068, any applicable rule of the State Board, or SCSC Rule 691-2-.04.

    b. Grounds for Termination. The Charter School acknowledges that this Charter may be terminated for any reason set forth in law or any applicable rule of the State Board or SCSC, which includes, but are not limited to:

        i. The Charter School's failure to comply with any material provision set forth in this Charter, provided that they shall be notified by certified mail and be given thirty (30) days from receipt of notice to cure the breach. The nature and outcome of the breach shall be memorialized and maintained by the SCSC in accordance with applicable record retention schedules;

        ii. The Charter School's failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;

        iii. The Charter School's failure to adhere to any material term of this Charter, including but not limited to the performance goals set forth in Section 9 above;

        iv. The Charter School's failure to meet generally accepted standards of fiscal management;

v. The Charter School's violation of applicable federal, state, or local laws, or court orders;

vi. The existence of competent substantial evidence that the continued operation of the Charter School would be contrary to the best interests of the students or the community;

vii. The Charter School's failure to comply with any provision of the Charter Schools Act; or

viii. The existence of conditions that place the health, safety, or welfare of students or staff of the Charter School in danger.

27. Renewal, Non-Renewal, and Probationary Term.

a. Renewal. The Charter may be renewed by agreement of the parties following the procedures set forth in the Charter Schools Act and accompanying SCSC Rule. The parties recognize that the renewal process will commence prior to the conclusion of the final year of the charter term and, as a result, the SCSC renewal decision will likely not include student achievement and school operational data from the final year of the charter term.

b. Non-Renewal. Any grounds for termination stated in Section 25b above also may be grounds for non-renewal. In addition, the SCSC may elect not to renew the Charter if the petition for renewal does not comply with the Charter Schools Act and the rules, regulations, policies, and procedures promulgated in accordance with the Charter Schools Act or if the SCSC deems that the Charter School has not sufficiently increased student achievement or is no longer in the public interest notwithstanding the Charter School's performance on the SCSC Comprehensive Performance Framework.

c. Probationary Term. In the event the SCSC determines that the Charter School has failed to comply with any provision of this Charter, the SCSC may elect to grant a renewal for a probationary term, within which term the Charter School must come into compliance satisfactory to the SCSC.

28. Temporary Extension. At the discretion of the SCSC, this Charter may be extended for a grace period not exceeding sixty (60) days.

29. Amendments to the Charter. Any material term of this Charter, to be determined by the SCSC, may be amended in writing upon the approval of the SCSC and a majority of the Governing Board of the Charter School. Any proposed amendment shall be made in accordance with SCSC Rule.

30. Administrative Clarifications. Any clarification to a non-material term of this Charter, as determined by the SCSC, shall be submitted in writing to the SCSC for review. Any non-material term of this Charter may be clarified upon in writing by SCSC staff.

31. Indemnification.

    a. The Charter School agrees to indemnify, defend and hold harmless the Department, the SCSC, and the State Board, their officials, officers, employees, agents, volunteers, and assigns (all of whom hereinafter may collectively be referred to as "Indemnitees"), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to the Charter School's employees), patent, copyright, or infringement on any intellectual property rights, or loss or destruction of property (including loss of use, damage or destruction of Indemnitee owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the Charter School, their employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to their performance of this Charter regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.

    b. The Charter School shall be excused from their indemnification obligations above: (a) If the claims, demands, suits, actions, proceedings, losses, liabilities arise solely and exclusively out of the negligence of the Indemnitee seeking indemnification; or (b) If the Indemnitee fails to (i) provide written notice of the third party claim or suit within a reasonable time, (ii) cooperate with reasonable requests of the Charter School related to the indemnification; or (iii) assist the Charter School with the defense of such claim or suit.

    c. The Charter School's obligations to indemnify any Indemnitee shall survive the completion, expiration, or termination of this Agreement for any reason.

32. Non-Agency. The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the State Board, Department, or SCSC except as required by law or this Charter. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the State Board, Department or SCSC to any third party.

33. Delegation. The Charter School acknowledges and agrees that the functions and powers provided for in this charter may be exercised only by the Charter School and may not be delegated to a third party without written agreement by the parties.

34. Assignment. This Charter shall not be assigned or transferred by the Charter School unless consented to in writing by the SCSC.

35. Third-Party Beneficiaries. There are no third-party beneficiaries to this Charter. The Charter School's staff, students, parents, or related organizations are not beneficiaries to this Charter.

36. Application of Amended Law. This Charter is subject to applicable federal and state laws, rules and regulations and shall be deemed amended to reflect applicable changes to those laws upon the effective date of any such change.

37. Non-Waiver. No waiver of any breach of this Charter shall be held as waiver of any other or subsequent breach.

38. Severability. If any provision of this Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in full force and effect.

39. Contradicting or Conflicting Provisions. If any provision of the Charter is determined to contradict or conflict with any other provision of the Charter, the contradiction or conflict shall be resolved in favor of the broad flexibility guaranteed pursuant to O.C.G.A. § 20-2-2065 *et seq.*

40. Governing Law and Venue. This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. This Charter shall be interpreted in accordance with O.C.G.A. §§ 20-2-2060 *et seq.* and §§ 20-2-2080 *et seq.*, as amended within the term of this Charter. Any action brought by one party to this Charter against another party shall be brought in the Superior Court of Fulton County.

41. Entire Agreement. This Charter sets forth the entire agreement between the Petitioner, and the SCSC with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Petitioner and the SCSC are superseded by this Charter. The Charter shall not preclude the Charter School from entering into or maintaining any agreement with the Local Board provided no such agreement supersedes, overrides or conflicts with any provision of this Charter. The petition submitted to the SCSC serves only as the formal application for the Charter School and does not constitute a contract between the SCSC and the Petitioner. This Charter supersedes and overrides any provisions contained in the petition that conflict with this Charter.

4/25/18

Chairperson, (Date)
STATE CHARTER SCHOOLS COMMISSION

FULTON LEADERSHIP ACADEMY

Barbara C. Hall 3/23/2018

Governing Board President, (Date)
FULTON LEADERSHIP ACADEMY, INC.

Exhibit A

# COMPREHENSIVE PERFORMANCE FRAMEWORK

## *for State Charter School Evaluation*

**Section I: Academic Performance**

Indicator 1: State and Federal Accountability Systems . . . . . 2
Indicator 2: Student Achievement and Student Growth . . . . . 3
Second Look Criteria: CCRPI Single Score, Value-Added Impact, or Beating The Odds . . . . . 4
Overall Determination of Academic Compliance . . . . . 5

**Section II: Financial Performance**

Indicator 1: Near-Term Measures . . . . . 6
Indicator 2: Sustainability Measures . . . . . 7
Overall Determination of Financial Compliance . . . . . 7

**Section III: Operational Performance**

Indicator 1: Educational Program Compliance . . . . . 8
Indicator 2: Financial Oversight . . . . . 9
Indicator 3: Governance . . . . . 10
Indicator 4: Students and Employees . . . . . 11
Indicator 5: School Environment . . . . . 13
Indicator 6: Additional and Continuing Obligations . . . . . 15
Overall Determination of Operational Compliance . . . . . 15

**Appendix: Data Sources Compiled** . . . . . 16

# SECTION I: ACADEMIC PERFORMANCE

A state charter school can meet annual SCSC academic accountability standards by fulfilling state and federal accountability requirements and by outperforming the district(s) it serves in terms of overall academic achievement *OR* student progress.

Explanatory Notes (indicated by superscript designations) are included at the end of Section I.

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**Section I, Indicator 1: State and Federal Accountability Systems**
All state charter schools must meet federal accountability standards. Specifically, state charter schools must meet state performance targets and perform above the level that would place it on the "priority" or "focus" schools list.

| Measure 1a, State Performance Targets (SPTs)<br>Is school meeting targets set forth by state and federal accountability systems? | Points Available |
|---|---|
| *Meets Standard:*<br>• School met 100 percent of the State Performance Targets (SPTs) set by the state. | *2* |
| *Does Not Meet Standard:*<br>• School did not meet 100 percent of the State Performance Targets (SPTs) set by the state. | *0* |
| **Measure 1b, State Designations**<br>**Is school meeting state designation expectations as set forth by state and federal accountability systems?** | **Points Available** |
| *Exceeds Standard:*<br>• School was identified as a "Reward" school | *2* |
| *Meets Standard:*<br>• School does not have a designation | *1* |
| *Does Not Meet Standard:*<br>• School was identified as a "Focus" or "Priority" school | *0* |

**Total Points Available—Section I, Indicator 1: 4 points**

**Section I, Indicator 2: Student Achievement and Student Growth**

All state charter schools must demonstrate their ability to positively impact students' academic proficiency while also prioritizing the academic growth of their students. Specifically, state charter schools must perform above the level of the district(s) they serve as measured by CCRPI "achievement" scores *or* by CCRPI "progress" measures.

| Measure 1, Academic Achievement<br>Is the school annually outperforming the district(s) it serves (as measured by grade-band CCRPI achievement scores)? | Points Available |
|---|---|
| *Meets Standard:*<br>• The charter school earned a higher "achievement" score on the CCRPI than the district(s) included in its attendance zone in all grade bands served (elementary, middle, and/or high school). | *96* |
| *Approaches Standard:*<br>• The charter school earned a CCRPI "achievement" score that is the same as or higher than the district(s) it serves in at least one—but not all—of the grade bands served (elementary, middle, and/or high school). | *60* |
| *Does Not Meet Standard:*<br>• The charter school earned a lower "achievement" score on the CCRPI than the district(s) included in its attendance zone in all of the grade bands served (elementary, middle, and/or high school). | *0* |

**OR**[1]

**(if the school did not outperform its comparison district as measured by grade-band CCRPI achievement scores)**

| Measure 2, Growth of All Students<br>Are students in the state charter school annually demonstrating typical/high academic growth compared to their academic peers enrolled in the traditional schools (as measured by grade-band CCRPI progress scores)? | Points Available |
|---|---|
| *Meets Standard:*<br>• The charter school earned a higher "student progress" score on the CCRPI than the district(s) included in its attendance zone in all grade bands served (elementary, middle, and/or high school) OR in all grade bands in which the school did not earn a higher CCRPI "achievement" score. | *96* |
| *Approaches Standard:*<br>• The charter school earned a CCRPI "student progress" score that is the same as or higher than the district(s) it serves in at least one—but not all—of the grade bands served (elementary, middle, and/or high school). | *60* |
| *Does Not Meet Standard:*<br>• The charter school earned a lower "student progress" score on the CCRPI than the district(s) included in its attendance zone earned in all the grade bands served (elementary, middle, and/or high school). | *0* |

**Total Points Available—Section I, Indicator 2: 96 points**

**Section I: Second Look Criteria[2]**

In any year of the charter term, a state charter school may satisfy academic accountability requirements by meeting standards presented in Section I, Indicators 1 - 2 ***OR*** by meeting ***ANY*** of the following criteria:

| Second Look, Part A, CCRPI Single Score[3]<br>Is the school outperforming the district(s) it serves as measured by overall achievement (as measured by CCRPI Single Score)? | Points Available |
|---|---|
| *Meets Standard:*<br>• The charter school earns an overall CCRPI (single) score that is higher than that of the district(s) it serves. | *96* |
| *Does Not Meet Standard:*<br>• The charter school earns an overall CCRPI (single) score that is the same as or lower than that of the district(s) it serves. | *0* |
| Second Look, Part B, Value-Added Impact Score<br>Is the school annually outperforming the district(s) it serves as measured by value-added impact on student achievement (school level impact)? | Points Available |
| *Meets Standard:*<br>• The charter school earns an "impact score" on the SCSC Value-Add Performance Analysis that is higher than that of the district(s) it serves in all relevant grade bands. (For ex: a K-12 school would need to receive an impact score that is higher than the district(s) it serves in elementary grades, middle grades, and the majority of high school EOCs it administers). | *96* |
| Does Not Meet Standard:<br>• The charter school earns an "impact score" on the SCSC Value-Add Performance Analysis that is the same as or lower than that of the district(s) it serves in at least one grade band served (elementary, middle, and or the majority of high school EOCs it administers). | *0* |
| Second Look, Part C, Beating The Odds Determination<br>Is the school "beating the odds" as determined by the Georgia Department of Education? | Points Available |
| *Meets Standard:*<br>• The charter school is designated as "beating the odds." | *96* |
| *Does Not Meet Standard:*<br>• The charter school is not designated as "beating the odds." | *0* |

**Total Points Available—Section I, Second Look: 96 points**

## SECTION I: OVERALL DETERMINATION OF COMPLIANCE

As measured by the indicators and measures set forth in this section, is the school meeting academic performance standards?

| | |
|---|---|
| 70-100 pts. | Meets Academic Performance Standards |
| 50-69 pts. | Does Not Meet Performance Standards |
| 0-49 pts. | Falls Far Below Academic Performance Standards |

### EXPLANATORY NOTES: SECTION I

**Section I, Indicator 2**

[1]Points earned in Indicator 2, Measure 1 for Student Achievement may not be combined with points earned in Indicator 2, Measure 2 for Student Growth.

**Section I, Second Look**

[2]Points earned in Section 1, Indicators 1-2 will not be combined with points earned in Section I, Second Look.

[3]For schools that do not serve all three grades bands, the school's CCRPI single score (as utilized in Section I, Second Look, Part A) will be compared to a recalculated district score that is weighted with only the grade bands the school serves.

# SECTION II: FINANCIAL PERFORMANCE

**Section II, Indicator 1: Near-Term Measures**

Near-term financial measures are used to calculate a charter school's ability to cover its short term (less than 1 year) financial obligations.

| Measure 1a, Current Ratio (Working Capital Ratio): Current assets divided by current liabilities<br>Does the school have the ability to cover short-term financial obligations? | Points Available |
|---|---|
| *Exceeds Standard:*<br>• Current Ratio is greater than 3.0 | *20* |
| *Meets Standard:*<br>• Current Ratio is between 1.0 and 3.0 and the one-year trend is positive (current year ratio is higher than previous year's) | *15* |
| *Approaches Standard:*<br>• Current Ratio is between 0.9 and 1.0 or equal to 1.0 OR Current Ratio is between 1.0 and 3.0 and one-year trend is negative | *10* |
| *Does Not Meet Standard:*<br>• Current Ratio is less than or equal to 0.9 | *0* |
| Measure 1b, Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses/365)<br>Does the school maintain an appropriate balance of cash on hand? | Points Available |
| *Exceeds Standard:*<br>• Days Cash greater than 75 days | *20* |
| *Meets Standard:*<br>• Between 45 and 75 Days Cash and one-year trend is positive | *15* |
| *Approaches Standard:*<br>• Days Cash is between 15 and 45 days OR Days Cash is between 45 and 75 days and one-year trend is negative | *10* |
| *Does Not Meet Standard:*<br>• Less than 15 Days Cash | *0* |
| Measure 1c, Enrollment Variance: [Actual Enrollment during the October FTE Count(fiscal year x) – school enrollment projection(fiscal year X)] / school enrollment projection(fiscal year X)<br>Is the school able to project enrollment in a way that enables them to adequately budget? | Points Available |
| *Exceeds Standard:*<br>• Enrollment Variance equals less than 2 percent | *10* |
| *Meets Standard:*<br>• Enrollment Variance is between 2 and 8 percent | *5* |
| *Does Not Meet Standard:*<br>• Enrollment Variance is greater than 8 percent | *0* |
| Measure 1d, Default<br>Is the school repaying debts in a timely manner? | Points Available |
| *Meets Standard:*<br>• School is not in default of loan covenant(s) and/or is not delinquent with debt service payments<br>OR<br>• School does not have any outstanding debt | *10* |
| *Does Not Meet Standard:*<br>• School is in default of loan covenant(s) and/or is delinquent with debt service payments | *0* |

**Total Points Available—Section II, Indicator 1: 60 points**

**Section II, Indicator 2: Sustainability Measures**

Sustainability measures are used to determine a charter school's ability to cover long term obligations as well as their ability to effectively control cost.

| Measure 2a, Efficiency Margin: Change in Net Assets divided by Total Revenues<br>Does the school manage costs appropriately? | Points Available |
|---|---|
| *Exceeds Standard:*<br>• Aggregated Three-Year Efficiency Margin is 10 percent or greater | *20* |
| *Meets Standard:*<br>• Aggregated Three-Year Efficiency Margin is between 0 and 10 percent | *15* |
| *Approaches Standard:*<br>• Aggregated Three-Year Efficiency Margin is between -.01 and -10 percent | *10* |
| *Does Not Meet Standard:*<br>• Aggregated Three-Year Efficiency Margin is less than -10 percent | *0* |
| **Measure 2b, Debt to Asset Ratio: Total Liabilities divided by Total Assets**<br>**Does the school maintain an appropriate balance between assets and liabilities over time?** | **Points Available** |
| *Exceeds Standard:*<br>• Debt to Asset Ratio is less than 25 percent | *20* |
| *Meets Standard:*<br>• Debt to Asset Ratio is between 25 and 94.99 percent | *15* |
| *Approaches Standard:*<br>• Debt to Asset Ratio is between 95 and 100 percent | *10* |
| *Does Not Meet Standard:*<br>• Debt to Asset Ratio is greater than 100 percent | *0* |

**Total Points Available—Indicator 2: 40 points**

---

**SECTION II: DETERMINATION OF COMPLIANCE**

As measured by the indicators and measures, is the school meeting financial performance standards?

| | |
|---|---|
| 100 pts. | Exceeds Financial Performance Standards |
| **75-99 pts.** | **Meets Financial Performance Standards** |
| 50-74 pts. | Does Not Meet Performance Standards |
| 0-49 pts. | **Falls Far Below Performance Standards** |

# SECTION III: OPERATIONAL PERFORMANCE

**Section III, Indicator 1: Educational Program Compliance**

A charter school's overall purpose is to provide its students a quality and innovative educational program. Schools must adhere to the educational program identified in its charter contract that was awarded on the basis of the program outlined in its petition.

| Measure 1a, Essential or Innovative Features<br>Is the school implementing all essential or innovative features of its program as defined in its current charter contract? | Points Available |
|---|---|
| *Meets Standard:*<br>• The school implemented all essential or innovative features of its education and operational program as defined in the charter contract in all material respects. | 5 |
| *Does Not Meet Standard:*<br>• The school fails to implement all essential or innovative features of its education and operational program as defined in the charter contract in all material respects. | 0 |
| **Measure 1b, Mission-Specific Goals (BONUS*)**<br>**Is the school's curricular and educational program aligned with its stated mission as evidence through the attainment of mission-specific goals?** | **Points Available** |
| *Meets Standard:*<br>• The school meets all mission-specific goals included in its charter contract. | 5 |
| *Does Not Meet Standard:*<br>• The school fails to meet at least one mission-specific goal included in its charter contract. | 0 |
| **Measure 1c, Education Requirements**<br>**Is the school complying with applicable education requirements?** | **Points Available** |
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, and provisions of its charter contract relating to education requirements, including, but not limited to:<br>o Providing all federally and state mandated programs;<br>o Adhering to graduation requirements;<br>o Implementing state-adopted content standards; and<br>o Administering state assessments in the manner required by law and rule. | 5 |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, or provision of the charter contract relating to education requirements. | 0 |
| **Measure 1d, Data Reporting**<br>**Is the school complying with reporting requirements?** | **Points Available** |
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, and provisions of its charter contract relating to relevant reporting requirements, including timelines and deadlines, to the SCSC, GaDOE, and/or federal authorities, including but not limited to:<br>o QBE/FTE Data Reporting;<br>o Personnel Reporting;<br>o Student Record Reporting;<br>o CCRPI Data Reporting;<br>o Special Education Data Reporting; and<br>o Required Data Surveys | 5 |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to relevant reporting requirements, including timelines and deadlines, to the SCSC, GaDOE, and/or federal authorities. | 0 |

**Total Points Available—Section III, Indicator 1: 15 points**

***Schools will earn 5 additional bonus points for meeting mission-specific goals. Bonus points cannot be utilized to increase an overall score above 100.**

**Section III, Indicator 2: Financial Oversight**

Charter schools must be faithful stewards of public funding and must adhere to stringent standards in the management of its assets. Failure to do so is one of the leading causes of charter school closure.

| Measure 2a, Financial Reporting<br>Is the school meeting financial reporting and compliance timeline and form requirements? | Points Available |
|---|---|
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, and provisions of its charter contract relating to financial reporting requirements, including, but not limited to:<br>○ Complete and on-time submission of financial reports, such as its annual budgets, revised budgets, and DE 046, in the manner prescribed by GaDOE or the SCSC;<br>○ Timely periodic financial reports as required by the SCSC, GaDOE, or other state agency;<br>○ On-time submission and completion of its annual independent audit by October 1st;<br>○ Complete and on-time submission of program budgets (Title I, IDEA, and grant budgets) | *6* |
| *Does Not Meet Standard:*<br>• The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to financials reporting requirements. | *0* |
| Measure 2b, Adherence to GAAP Standards<br>Is the school following Generally Accepted Accounting Principles (GAAP)? | Points Available |
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit that includes:<br>○ An unqualified audit opinion;<br>○ An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses;<br>○ An audit that does not include a going concern disclosure in the notes or an explanatory paragraph;<br>○ No other adverse statement indicating noncompliance with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight. | *5* |
| *Does Not Meet Standard:*<br>• The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit. | *0* |

**Total Points Available—Section III, Indicator 2: 11 points**

**Section III, Indicator 3: Governance**

A charter school's governing board must provide adequate oversight of school management and operations to ensure that the school is fulfilling its duties to students, employees, parents, and the general public.

| Measure 3a, General Governance<br>Is the school complying with all applicable general governance requirements? | Points Available |
|---|---|
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, provisions of its charter contract, and its policies relating to governance by its board, including but not limited to:<br>○ Board policies;<br>○ Board bylaws;<br>○ Code of ethics;<br>○ Conflicts of interest;<br>○ Board composition and/or membership laws and rules; and<br>○ Restrictions on compensation | 5 |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, provision of the charter contract, or its policies relating to governance by its board. | 0 |
| **Measure 3b, Open Governance<br>Is the school complying with all applicable open governance requirements?** | **Points Available** |
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, provision of its charter contract, and its policies relating to the Georgia Open Meetings Act and open records requirements. | 5 |
| *Does Not Meet Standard:*<br>• The school failed to comply with all applicable laws, rules, regulations, provision of its charter contract, or its policies relating to the Georgia Open Meetings Act and open records requirements. | 0 |
| **Measure 3c, Governance Training<br>Is the school complying with all applicable governance training requirements?** | **Points Available** |
| *Meets Standard:*<br>• The school takes action to ensure that all governing board members comply with all applicable laws, rules, regulations, provision of its charter contract, and its policies relating to the participation of its governing board in required trainings, including, but not limited to, annual attendance by the entire governing board at SCSC provided or approved training pursuant to O.C.G.A. § 20-2-2084(f). | 5 |
| *Does Not Meet Standard:*<br>• The school fails to take action to ensure that all governing board members comply with all applicable laws, rules, regulations, provision of its charter contract, and its policies relating to the participation of its governing board in required trainings, including, but not limited to, annual attendance by the entire governing board at SCSC provided or approved training pursuant to O.C.G.A. § 20-2-2084(f). | 0 |
| **Measure 3d, Holding Management Accountable<br>Is the school holding management and contractors accountable?** | **Points Available** |
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, and provisions of its charter contract relating to oversight of school management and contractors, including, but not limited to:<br>○ Implementation of the Teacher and Leader Keys Effectiveness Systems;<br>○ Remedial action regarding employees not meeting expectations; and<br>○ Actions to enforce contractual provisions or terminate the contract of noncompliant educational service providers or other contractors. | 5 |
| *Does Not Meet Standard:*<br>• The school failed to comply with all applicable laws, rules, regulations, provision of its charter contract, or its policies relating to oversight of school management and contractors. | 0 |

**Total Points Available—Section III, Indicator 3: 20 points**

**Section III, Indicator 4: Students and Employees**

Parents entrust schools with the education and welfare of their children, and the school must afford those children the appropriate rights and care. The school must respect its employees and ensure that they are duly qualified to further the education and welfare of students.

| Measure 4a, Rights of All Students<br>Is the school protecting the rights of all students? | Points Available |
|---|---|
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, provisions of its charter contract, and its policies relating to the rights of students, including but not limited to:<br>○ Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment);<br>○ The collection and protection of student information (that could be used in discriminatory ways or otherwise contrary to law);<br>○ Due process protections, privacy, civil rights, and student liberties requirements, including First Amendment protections and the Establishment Clause restrictions prohibiting public schools from engaging in religious instruction; and<br>○ Conduct of discipline (discipline hearings and suspension and expulsion policies and practices). | 4 |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, provision of its charter contract, or its policies relating to the rights of students. | 0 |
| **Measure 4b, Rights of Students with Disabilities<br>Is the school protecting the rights of students with disabilities?** | **Points Available** |
| *Meets Standard:*<br>• Consistent with the school's status and responsibilities as a Local Education Agency (LEA), the school complies with all applicable laws, rules, regulations, and provisions of the charter contract (including the Individuals with Disabilities Education Act, Section 504 of the Rehabilitation Act of 1973, and the Americans with Disabilities Act) relating to the treatment of students with identified disabilities and those suspected of having a disability, including but not limited to:<br>○ Identification and referral of students who may have a disability;<br>○ Operational compliance regarding the academic program, assessments, and all other aspects of the school's program and responsibilities;<br>○ Discipline, including due process protections, manifestation determinations, and behavioral intervention plans;<br>○ Appropriately implementing student Individualized Education Programs and Section 504 plans; and<br>○ Ensuring appropriate access to the school's facilities and programs to students and parents. | 4 |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to the treatment of students with identified disabilities and those suspected of having a disability. | 0 |
| **Measure 4c, Rights of Students who are English Learners (ELs)<br>Is the school protecting the rights of English Learners (ELs)?** | **Points Available** |
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, and provisions of its charter contract (including Title III of the Elementary and Secondary Education Act [ESEA] and U.S. Department of Education authorities) relating to EL requirements, including but not limited to:<br>○ Required policies related to the service of EL students;<br>○ Proper steps for identification of students in need of EL services;<br>○ Appropriate and equitable delivery of services to identified students;<br>○ Appropriate accommodations on assessments;<br>○ Exiting of students from EL services; and<br>○ Ongoing monitoring of exited students. | 4 |
| | |

| | |
|---|---|
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to EL requirements. | *0* |
| **Measure 4d, Employee Qualifications**<br>**Is the school meeting teacher and other employee qualification requirements?** | **Points Available** |
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, and provisions of its charter contract (including the federal Highly Qualified Teacher and Paraprofessional requirements within Title II of the Elementary and Secondary Education Act [ESEA]) relating to employee qualification requirements. | *4* |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, or provision of its charter contract (including the federal Highly Qualified Teacher and Paraprofessional requirements within Title II of the Elementary and Secondary Education Act [ESEA]) relating to employee qualification requirements. | *0* |
| **Measure 4e, Employee Rights**<br>**Is the school respecting employee rights?** | **Points Available** |
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, provisions of its charter contract, and its governing policies relating to employment considerations, including those relating to the Family Medical Leave Act, the Americans with Disabilities Act, employment contracts, and employee termination. | *4* |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, provision of its charter contract, or its governing policies relating to employment considerations, including those relating to the Family Medical Leave Act, the Americans with Disabilities Act, employment contracts, and employee termination. | *0* |
| **Measure 4f, Criminal Records Checks**<br>**Is the school completing required criminal records checks of its employees?** | **Points Available** |
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, provisions of its charter contract, and its governing policies relating to conducting criminal records checks of its employees and all other required individuals. | *4* |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, provision of its charter contract, or its governing policies relating to conducting criminal records checks of its employees and all other required individuals. | *0* |

**Total Points Available—Section III, Indicator 4: 24 points**

**Section III, Indicator 5: School Environment**

A safe and healthy school environment is critical to creating a conducive learning environment and protecting the well-being of students and employees.

| Measure 5a, Facility<br>Is the school complying with facilities requirements? | Points Available |
|---|---|
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, and provisions of its charter contract relating to the school's facilities including but not limited to:<br>○ Fire inspections and related records;<br>○ Viable certificate of occupancy;<br>○ Documentation of requisite insurance coverage;<br>○ Approval from GaDOE regarding initial site selection and facility requirements; and<br>○ Subsequent approvals as necessary from GaDOE regarding facility maintenance, expansion, or other facility changes. | *4* |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to the school's facilities. | *0* |
| **Measure 5b, Student Retention**<br>**Is the school maintaining a safe and secure school environment as measured by the school's student churn rate?** | **Points Available** |
| *Meets Standard:*<br>• The school's student churn rate for the year is less than or equal to 20%. If one of the school's Essential or Innovative Features to educate students in a completely virtual program, the school will meet this standard if the school's student churn rate is less than or equal to 35%. If one of the school's Essential or Innovative Features is to serve students who have dropped out of high school or are at risk of dropping out of high school, the school will meet this standard if the school's student churn rate is less than or equal to 90%. The student churn rate equals the number of student entries and exits between October and May divided by the total number of students in the school in October. | *4* |
| *Does Not Meet Standard:*<br>• The school's student churn rate exceeds the acceptable threshold for the school's program. | *0* |
| **Measure 5c, Health and Safety**<br>**Is the school complying with health and safety requirements?** | **Points Available** |
| *Meets Standard:*<br>• The School complies with all applicable laws, rules, regulations, and provisions of its charter contract relating to safety and the protection of student and employee health, including, but not limited to:<br>○ Annual health assessments of students;<br>○ Diabetes Medical Management Plans;<br>○ Access to auto-injectable epinephrine and automated external defibrillators as appropriate;<br>○ Scoliosis screening; and<br>○ A physically safe and secure environment. | *4* |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to safety and the protection of student and employee health. | *0* |
| **Measure 5d, Support Services**<br>**Is the school complying with nursing, food service, and transportation requirements?** | **Points Available** |

| | |
|---|---|
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, and provisions of its charter contract relating to the provision nursing program requirements, food service (if provided) and transportation (if provided), including, but not limited to:<br>  ○ School Health Nurse Program;<br>  ○ The National School Lunch Program, School Breakfast Program, and/or After-school Snack Program, including nutritional and reimbursement requirements thereof, if food service is provided; and<br>  ○ School bus specifications, bus driver training and licensing requirements, and transportation survey deadlines. | *4* |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to the provision nursing program requirements, food service (if provided) or transportation (if provided). | *0* |
| **Measure 5e, Information, Data, and Communication**<br>**Is the school maintaining student and employee information and data securely and communicating with stakeholders appropriately?** | **Points Available** |
| *Meets Standard:*<br>• The school complies with all applicable laws, rules, regulations, provisions of its charter contract, governing board policies, and SCSC directives relating to the handling of information and stakeholder communication, including but not limited to:<br>  ○ Maintaining the security of and providing access to student records under the Family Educational Rights and Privacy Act and other applicable authorities;<br>  ○ Transferring of student records;<br>  ○ Confidentiality of personnel records not subject to open records requirements; and<br>  ○ Communicating with parents and other stakeholders in a timely manner. | *4* |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one applicable law, rule, regulation, provision of its charter contract, governing board policy, or SCSC directive relating to the handling of information and stakeholder communication. | *0* |

**Total Points Available—Section III, Indicator 5: 20 points**

**Section III, Indicator 6: Additional and Continuing Obligations**

A charter school must faithfully fulfill all its obligations and quickly remedy any instance of noncompliance.

| Measure 6a, Additional Obligations<br>Is the school complying with all other obligations? | Points Available |
|---|---|
| *Meets Standard:*<br>• The school complies with all other legal, statutory, regulatory, or contractual requirements, including those contained in its charter contract, that are not otherwise explicitly addressed in these Operational Performance Standards, including but not limited to requirements from the following sources:<br>○ Revisions to state charter law;<br>○ Consent decrees;<br>○ Intervention requirements by the authorizer; and<br>○ Requirements by other entities to which the charter school is accountable (e.g., Georgia Department of Education, Professional Standards Commission, Department of Labor, etc.) | *5* |
| *Does Not Meet Standard:*<br>• The school fails to comply with at least one other legal, statutory, regulatory, or contractual requirement, including those contained in its charter contract that is not otherwise explicitly addressed in these Operational Performance Standards. | *0* |
| **Measure 6b, Continuing Obligations**<br>**Is the school remedying noncompliance after proper notification?** | **Points Available** |
| *Meets Standard:*<br>• The school corrects noncompliance with legal, statutory, regulatory, contractual requirements, or SCSC directives after notification from the SCSC of noncompliance or the school has no matters of material noncompliance for which it received notification from the SCSC. | *5* |
| *Does Not Meet Standard:*<br>• The school fails to correct at least one matter of noncompliance with legal, statutory, regulatory, contractual requirements, or SCSC directives after notification from the SCSC of noncompliance. | *0* |

**Total Points Available—Section III, Indicator 6: 10 points**

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**Section III: OVERALL DETERMINATION OF COMPLIANCE**

As measured by the indicators and measures, is the school meeting operational performance standards?

| | |
|---|---|
| 80-100 pts. | Meets Operational Performance Standards |
| 50-79 pts. | Does Not Meet Operational Performance Standards |
| 0-49 pts. | Falls Far Below Operational Performance Standards |

# Appendix: Data Sources Compiled

Academic Performance:

| Indicator | Data Source |
|---|---|
| 1. State and Federal Accountability Systems | GaDOE: Priority, Focus, Alert, and Reward School Lists |
| 2. Student Achievement | GaDOE: CCRPI Achievement Sub-Score |
| 3. Student Progress | GaDOE: CCRPI Progress Sub-Score |
| 4. Second-Look | GaDOE: CCRPI Single Score<br>SCSC: Value-Added Impact Score<br>GaDOE: Beating the Odds designation |

Financial Performance:

| Indicator | Data Source |
|---|---|
| 1. Near-Term Measures | School Audit Report: Governmental Funds-Balance Sheet<br>School Audit Report: Statement of Revenues, Expenditures, and Changes in Fund Balance<br>SCSC Annual Enrollment Projection Form<br>GADOE: Data Collections, Student Enrollment by Grade Level<br>School Audit Report: Notes |
| 2. Sustainability Measures, Measure 2a, Efficiency Margin | School Audit Report: Statement of Activities/Change in Net Position<br>School Audit Report: Statement of Net Position |

Operational Performance:

| Indicator | Data Source |
|---|---|
| 1. Educational Program Compliance | GaDOE: Charter School Annual Report, SEA Program Monitoring<br>SCSC: Monitoring Activities, Complaint Investigations<br>Other: Reports of Noncompliance from a State or Federal Agency, Independent Audit Report |
| 2. Financial Oversight | GaDOE: Charter School Annual Report, SEA Program Monitoring, Financial Reports<br>SCSC: Monitoring Activities, Complaint Investigations<br>Other: Reports of Noncompliance from a State or Federal Agency, Independent Audit Report |
| 3. Governance | GaDOE: Charter School Annual Report, SEA Program Monitoring<br>SCSC: Monitoring Activities, Complaint Investigations, Training Rosters<br>Other: Reports of Noncompliance from a State or Federal Agency, Independent Audit Report |
| 4. Students and Employees | GaDOE: Charter School Annual Report, SEA Program Monitoring, Data Reports<br>SCSC: Monitoring Activities, Complaint Investigations,<br>Other: Reports of Noncompliance from a State or Federal Agency, Independent Audit Report |
| 5. School Environment | GaDOE: Charter School Annual Report, SEA Program Monitoring, Data Reports<br>SCSC: Monitoring Activities, Complaint Investigations, Training Rosters<br>Other: Reports of Noncompliance from a State or Federal Agency, Independent Audit Report |
| 6. Additional and Continuing Obligations | GaDOE: Charter School Annual Report, SEA Program Monitoring<br>SCSC: Monitoring Activities, Complaint Investigations, Training Rosters<br>Other: Reports of Noncompliance from a State or Federal Agency, Independent Audit Report |