CHARTER FOR ATLANTA SMART ACADEMY

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

WHEREAS, the Petitioner submitted a petition 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 Atlanta SMART 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 and SBOE Rule 160-4-9.04, 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.

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2. State Charter Term. The SCSC grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2020 and expiring on June 30, 2025.

3. Grade Range. The Charter School shall serve grades 5-8. The Charter School's total enrollment shall be at least 163 students but shall not exceed 384 students at any point during the charter term.

4. Mission Statement. The mission of Atlanta SMART Academy is to use science, math and the arts to build innovative solutionists. Innovative solutionists are students who can apply knowledge in order to propose multiple research supported and well thought out answers to a problem.

5. Essential or Innovative Features. The Charter School shall utilize a project-based learning educational model with a focus on advanced science and math. Additionally, the Charter School's educational model shall include arts-infused learning and daily arts instruction. The Charter School shall offer four extended days and one shortened day a week as well as a longer school year.

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 State of Georgia.

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 SBOE, or the GaDOE. 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 (CPF) adopted by the SCSC shall be incorporated into the Charter as Exhibit A. The CPF 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 CPF or this charter contract. The specific terms, form and requirements of the CPF, 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 CPF 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 CPF.

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 CPF, 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 CPF 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 CPF incorporated as Exhibit A, holds the Charter School accountable for the following mission-specific goals:

i. During each year of the charter term, at least 90% of students will engage in at least 30 minutes of arts experiences per day.
ii. During each year of the charter term, the average growth for all tested students will be 5 percentile points on Math Growth assessments or similar national norm referenced assessment until the average percentile score reaches 75.

e. Performance Review Presentations. In the event that the Charter School fails to meet standards in accordance with the CPF, the Charter School may be required to make an annual, in-person report to the Commission. At least one Board member and one staff member must attend the Annual Performance Review Presentation. 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 GaDOE and to the SCSC that complies with all requirements established by the GaDOE 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.

   i. Open Meetings Act. The Governing Board is subject to and shall comply with the Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and any subsequent amendment thereof.

   ii. Regular Meetings. 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. The Governing Board shall conduct no less than ten (10) regular meetings each state fiscal year.

   iii. Called Meetings with Less than 24 Hours' Notice. In addition to adhering to the specific notice requirements in the Open Meetings Act, if the Governing Board schedules a called meeting (i.e., a meeting that is not regularly scheduled) with less than twenty-four (24) hours' notice, the Governing Board shall also notify the SCSC Executive Director or his or her designee of the meeting via electronic mail or phone immediately after scheduling the called meeting.

d. Public Records and Transparency. The Governing Board is subject to and shall comply with the 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. Procedure for contacting School Leader;
vi. Procedure for contacting the Governing Board;
vii. Any admissions application utilized by the school;
viii. Notification of enrollment and admission procedures required by SCSC Rule 691-2-.05, including the date, time, and location of any upcoming enrollment lottery;
ix. Annual operating budget or summary thereof as required by O.C.G.A. § 20-2-167.1; and
x. The Charter School's charter contract.

e. Communication with Stakeholders. The Charter School, including the Governing Board, and School Leader, must communicate in a timely manner with stakeholders, including, but not limited to: the SCSC, families, students, and other government agencies. The Governing Board or School Leader must use all reasonable efforts to promptly and expeditiously respond to and address stakeholder communications, complaints, and requests for information received via the procedures listed in Paragraph 14(d).

f. 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(c). 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.

g. 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.

h. Director Compensation. No member of the Governing Board shall receive compensation for his or her service on the Governing Board in excess of reasonable expenses incurred in connection with actual attendance at board meetings or with performance of duties associated therewith.

i. 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 GaDOE'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 1 each year. If the Charter School does not meet standards on the financial or operational sections of the CPF in the previous year, the SCSC may require the Charter School to utilize an independent certified public accountant selected by the SCSC to perform the subsequent year's annual audit.

c. Financially At-Risk Schools. If the Charter School does not meet standards on the financial section of the CPF and/or demonstrates negligence which may lead to material financial misstatements of the Charter School's fiscal performance, the Charter School may be designated as financially at-risk and require more frequent financial monitoring. The nature of the additional financial monitoring will be determined by the SCSC Executive Director.

d. 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.

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

f. 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.

g. 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.

h. 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 subsection 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.

i. 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.

j. 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 thirty (30) days of ceasing operations. Any furniture and equipment purchased with public funds shall be delivered to the SCSC within thirty (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.

k. 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).

l. Acquiring Debt. The Charter School shall inform the SCSC Executive Director before acquiring debt with a repayment schedule that exceeds the length of the current charter term, including but not limited to: monies derived from loans from financial institutions or through the sale of bonds.

m. Deficit Reduction. If at any time during the charter term the SCSC determines that the Charter School has a negative cash balance or an unrestricted days cash of less than fifteen (15) days, the Charter School may be required to submit a financial risk-avoidance plan, monthly SCSC Fiscal Compliance Template reports and monthly bank statements from all banks utilized by the Charter School. Submission shall be in a form and manner as requested by the SCSC Executive Director. This subsection shall not be construed to limit any other SCSC authority to require the Charter School to submit additional financial reports not related to deficit reduction.

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 of Education Rules. The Charter School shall operate in accordance with all SBOE 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 O.C.G.A. § 20-2-771.2.

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

17. SCSC Administrative Withhold: Pursuant to O.C.G.A. § 20-2-2089, the SCSC is authorized to withhold up to three (3) percent of the Charter School's funds received through O.C.G.A. § 20-2-2089(a)(1) for administering the duties required of the SCSC pursuant to O.C.G.A. § 20-2-2083.

    a. Return of SCSC Administrative Withhold Funds. Upon satisfaction of annually budgeted expenses, the SCSC may vote to return any surplus funds from its authorized administrative withhold to its Charter Schools on a pro rata basis. The SCSC does not guarantee any surplus of funds.

    b. Restrictions on Returned SCSC Administrative Withhold Funds. Pursuant to a vote by the SCSC, the SCSC may place reasonable restrictions on any returned administrative withhold funds for reasons including, but not limited to, the failure to meet performance expectations based on the CPF and material breaches of its Charter Contract.

18. Education Service Providers. 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.

19. 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.*

20. 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. Clearance Certificates. The Charter School shall comply with O.C.G.A. § 20-2-211.1 which requires all teachers, school administrators, and other education personnel employed by a local unit of administration to hold a valid clearance certificate issued by the Georgia Professional Standards Commission (PSC).

    c. 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 subsection, the term "teacher" shall have the definition provided in O.C.G.A. § 47-3-1.

    d. 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 subsection.

    e. 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 (2) 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.

f. 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.

21. Record Inspection. Subject to state and federal laws, the SBOE, the GaDOE 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 section.

22. Record Retention. In the event of closure, the Charter School shall ensure the maintenance and retention of appropriate records and shall provide for such maintenance and retention at the school's expense. The Charter School shall adopt a records retention policy that aligns with the requirements of SBOE Rule 160-5-1-.14 "Transfer of Student Records" and accompanying Guidance. Neither the GaDOE nor the SCSC shall be required to assume possession of school-level records. Failure to comply with or appropriately delegate this duty may be considered a breach of contract. Upon exhaustion of applicable retention schedules and upon request from the Charter School or its authorized representative, the SCSC may facilitate coordination for the transfer of remaining permanent records to the Georgia Archives.

23. 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 GaDOE's Facilities Services Division. The Charter School shall contact the GaDOE'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 GaDOE 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.

24. 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.

25. 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.

26. Projected Enrollment. For the purpose of funding students enrolled in the Charter School in the first year of the Charter School's operation and 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 section may be verified by the SCSC through an onsite visit or by other means.

27. Data Collections. The Charter School assumes sole responsibility for accurate and timely collection and transmission of required data submissions to the SCSC and other government agencies, including but not limited to: the GaDOE, the Georgia Professional Standards Commission, and the United States Department of Education. The Charter School shall utilize a Student Information System that is compatible with the system utilized by the GaDOE. Upon signature of the charter contract, the Charter School affirms its understanding that inaccurate or untimely data may have an adverse impact to the academic, financial and operational standing of the school and further affirms its understanding that the SCSC does not guarantee any opportunity or ability to correct any data reporting errors made by the Charter School.

28. Required Trainings.

    a. Data Collections Conference. The Charter School shall send at least one representative to the annual Data Collections Conference held by the GaDOE each year of the Charter School's charter term.

    b. Federal Programs Conference. In each year the Charter School accepts federal funds from the United States Department of Education, the Charter School shall send at least one representative to the annual Federal Programs Conference held by the GaDOE.

    c. Governance Training. Each member of the Governing Board shall fulfill all training requirements required by rule and law, including the annual governance training obligation required by O.C.G.A. § 20-2-2084(f) and SCSC Rule 691-2-.03(4). In the Charter School's year prior to opening for students, in any year in which the school voluntarily defers its opening, or in any year its opening is suspended by the SCSC, the Governing Board must receive governance training by the SCSC rather than an alternate provider approved by the SCSC.

29. 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.

30. School Closure. In the event the school ceases operations, either through non-renewal, early termination, voluntary closure, or other means, the school must, at minimum, take the following actions:

a. Student Transition Plan. The Charter School shall create a transition plan to facilitate its students' transition to other educational institutions. The transition plan shall outline a variety of educational options students may be eligible to attend including traditional public schools, locally-approved

charter schools, state charter schools, and private educational options. The transition plan shall include protocols to ensure the appropriate transfer of student records. The Charter School shall provide the transition plan to the SCSC and parents of enrolled students within fourteen (14) calendar days of its decision to cease operations or the SCSC's decision to terminate or non-renew the Charter School's charter contract;

b. School Website. The Charter School shall maintain the website of the Charter School for a minimum of six (6) months from the date education operations cease. For the purposes of this section, education operations mean any period during which instruction is provided by the Charter School to enrolled students. At minimum, the website shall include contact information and instructions regarding requests for student and employee records;

c. Notification. The Charter School shall make reasonable efforts to inform stakeholders of the school's closure, including the staff and parents, general public, appropriate local districts, and creditors;

d. Closure Monitor. The SCSC Executive Director will appoint an individual to monitor the closure activities of Charter School ("Closure Monitor") within fourteen (14) calendar days of its decision to cease operations or the SCSC's decision to terminate or non-renew the school's charter contract. The SCSC shall be responsible for all costs and expenses of the Closure Monitor;

e. Duties of Closure Monitor. The Charter School shall remain responsible for fulfilling all legal and contractual duties, including those arising from this Charter. The role of the Closure Monitor shall be to review the Charter School's actions to conclude its financial affairs, settlement of accounts, disposition of assets, return of surplus to the SCSC, and provision for maintaining student, employee, and school in accordance with applicable retention schedules beyond the operation of the school. The Closure Monitor shall notify the SCSC of any action taken by the Charter School that is inconsistent with the school's legal or contractual obligations. The Charter School shall allow the Closure Monitor access to all records, reports, documents, and files pertaining to any activity or program of the Charter School;

f. Closure Process. The Charter School shall align closure activities to the SCSC Closure Guide in a form and manner as requested by the SCSC to ensure orderly closure of the Charter School; and

g. Surety. The Charter School shall maintain a surety bond throughout the entirety of its charter term and six months following the conclusion of the charter term to assure the faithful performance of the duties of the school and its employees, including the fulfillment of Charter School's obligations in closing the financial affairs in the event the school ceases operation. The bond shall be in an amount no less than $100,000 to be payable to the State of Georgia through the State Charter

Schools Commission. The bond shall be furnished by a company authorized to do business in Georgia. The provisions of this subsection shall not be interpreted to preclude Charter School from obtaining liability insurance coverage or surety or fidelity bonds in addition to or in excess of the requirements of this subsection.

31. Pre-Opening Suspension.

a. Demonstration of Adequate Preparation. The Charter School shall demonstrate its preparation for operations through the significant progress in completing the SCSC Pre-Opening Checklist in a form and manner as requested by the SCSC. If the Charter School fails to demonstrate significant progress in completing the SCSC Pre-Opening Checklist by the time in which the SCSC determines the school will be unable to meet its obligations under this Charter upon serving students, the SCSC may suspend the opening of the Charter School until a time after the Charter School demonstrates its ability to meet its obligations under this Charter. The determination of the Charter School's significant progress in completing the SCSC Pre-Opening Checklist and the school's ability to meet its obligations under this Charter shall be in the sole discretion of the SCSC.

b. Violation of Law or Contract. In the event the Charter School fails to comply with applicable law or any material provision set forth in this Charter, including, but not limited to, facilities requirements outlined in Section 21, or enrollment requirements outlined in Sections 3, 6, and 24, the SCSC may suspend the opening of the Charter School until a time after all requirements have been fulfilled by the Charter School as determined by the SCSC. The determination of the Charter School's violation of applicable law or any material provision set forth in this Charter shall be in the sole discretion of the SCSC.

c. Any pre-opening suspension imposed under this Section shall not result in an extension of the charter term set forth above in Section 2.

32. 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.

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

34. 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.

35. 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.

36. Indemnification.

a. The Charter School agrees to indemnify, defend and hold harmless the GaDOE, 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.

37. 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.

38. 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.

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

40. 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.

41. 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.

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

43. 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.

44. 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.*

45. 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.

46. 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.

10/30/19

Chairperson,
STATE CHARTER SCHOOLS COMMISSION

(Date)

10/25/2019

Governing Board President,
ATLANTA SMART ACADEMY, INC.

(Date)

COMPREHENSIVE PERFORMANCE FRAMEWORK

for State Charter School Evaluation

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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.

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 improvement targets and perform above the level that would place it on the Targeted Support and Improvement (TSI) schools, Comprehensive Support and Improvement (CSI) schools, or Turnaround Eligible schools' lists.

Measure 1a, State Improvement Targets Is school meeting targets set forth by state and federal accountability systems?	Points Available
Meets Standard: • The school met 100 percent (for all students and all subgroups) of the Improvement Targets set by the state in the Closing the Gaps component of the CCRPI.	*2*
Does Not Meet Standard: • The school did not meet 100 percent of the State Improvement Targets set by the state in the Closing the Gaps component of the CCRPI.	*0*
Measure 1b, State Designations Is the school meeting state designation expectations as set forth by state and federal accountability systems?	Points Available
Meets Standard: • The school does not have a designation	*2*
Does Not Meet Standard: • The school was identified as a "TSI," "CSI," or "Turnaround Eligible" 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 "content mastery" scores *or* by CCRPI "progress" measures *or* by the CCRPI "overall grade band score."

Measure 1, Academic Achievement Is the school annually outperforming the district(s) it serves (as measured by grade-band CCRPI content mastery scores)?	Points Available
Meets Standard: • The charter school earned a higher "content mastery" score on the CCRPI than the district(s) it serves in all grade bands served (elementary, middle, and/or high school).	*96*
Approaches Standard: • The charter school earned a CCRPI "content mastery" score that is the same as[2] 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: • The charter school earned a lower "content mastery" score on the CCRPI than the district(s) it serves 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 content mastery scores)

Measure 2, Growth of All Students Are students in the state charter school annually demonstrating academic growth compared to their academic peers enrolled in the traditional schools (as measured by grade-band CCRPI progress scores)?	Points Available
Meets Standard: • The charter school earned a higher "student progress" score on the CCRPI than the district(s) it serves 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 "content mastery" score.	*96*
Approaches Standard: • The charter school earned a CCRPI "student progress" score that is the same as[2] 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: • The charter school earned a lower "student progress" score on the CCRPI than the district(s) it serves in all 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 content mastery or progress scores)

Measure 3, Combined Achievement and Growth Are students in the state charter school annually demonstrating academic achievement and growth compared to their academic peers enrolled in the traditional schools (as measured by the CCRPI overall grade band scores)?	Points Available
Meets Standard: • The charter school earned a higher "overall grade band" score on the CCRPI than the district(s) it serves 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 "content mastery" or "progress" score.	*96*
Approaches Standard:	*60*

• The charter school earned a CCRPI "overall grade band" score that is the same as[2] 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).	
Does Not Meet Standard: • The charter school earned a lower "overall grade band" score on the CCRPI than the district(s) it serves 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[3]

In any year of the charter term, a state charter school may satisfy academic accountability requirements by meeting standards presented in Section I, Measures 1 - 3 ***OR*** by meeting ***ANY*** of the following criteria:

Second Look, Part A, CCRPI Single Score[4] Is the school outperforming the district(s) it serves as measured by CCRPI Single Score?	Points Available
Meets Standard: • The charter school earned an overall CCRPI (single) score that is higher than that of the district(s) it serves.	*96*
Does Not Meet Standard: • The charter school earned 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 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: • The charter school earned 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.	*96*
Does Not Meet Standard: • The charter school earned 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.	*0*
Second Look, Part C, Beating the Odds Determination Is the school "beating the odds" as determined by the Georgia Department of Education?	Points Available
Meets Standard: • The charter school was designated as "beating the odds."	*96*
Does Not Meet Standard: • The charter school was 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 or Measure 3 for CCRPI Overall Grade Band Score. Similarity, points earned on Measure 2 may not be combined with points from Measure 3.

[2]For the Approaches Standards category "same as" is defined as a score that is not below 3 percent of the comparison district's score.

Section I, Second Look

[3]Points earned in Section 1, Measures1-3 will not be combined with points earned in Section I, Second Look.

[4]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.

ACADEMIC RENEWAL CRITERIA

While state charter schools must outperform their comparison district(s) in all grade bands served to warrant a standards five-year renewal term, schools may be considered for abbreviated charter terms under the following circumstances.

Tenured Schools (those concluding a second or subsequent charter term):

- A school may be considered for an abbreviated three-year charter renewal if it performed at least *as well as* its comparison district(s) in all grade bands served on any one or combination of the CCRPI academic indicators for 75% of the charter term (three of four years).

New Schools (those concluding the first/initial charter term):

- A school may be considered for an abbreviated three-year charter renewal if it performed at least *as well as* its comparison district(s) in all grade bands served on any one or combination of the CCRPI academic indicators for 75% of the charter term (three of four years)

OR (*if the above criteria is not met*)

- A school may be considered for an abbreviated three-year charter renewal if it A) performed at least *as well as* its comparison district(s) in all grade bands served on any one or combination of the CCRPI indicators in *Year 4* of the charter term or B) outperformed the district(s) on VAM or BTO in *Year 4* of the charter term. *

*This option is not available to tenured schools.

Notes:

- The term *as well as* used above is defined as a score that is not below 3 percent of the comparison district's score.
- Abbreviated renewal terms are intended to evaluate a school's capacity to sustain the requisite performance level. They are NOT awarded to assess the efficacy of a school turnaround effort. Schools in need of "turnaround"—especially in academics—are not good candidates for renewal.
- Consecutive abbreviated terms will not be awarded.

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 Does the school have the ability to cover short-term financial obligations?	Points Available
Exceeds Standard: • Current Ratio is greater than 3.0	*20*
Meets Standard: • Current Ratio is between 1.0 and 3.0	*15*
Approaches Standard: • Current Ratio is between 0.9 and 1.0 or equal to 1.0	*10*
Does Not Meet Standard: • Current Ratio is less than or equal to 0.9	*0*
Measure 1b, Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses/365) Does the school maintain an appropriate balance of cash on hand?	Points Available
Exceeds Standard: • Days Cash greater than 75 days	*20*
Meets Standard: • Between 45 and 75 Days Cash	*15*
Approaches Standard: • Days Cash is between 15 and 45 days	*10*
Does Not Meet Standard: • 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) Is the school able to project enrollment in a way that enables them to adequately budget?	Points Available
Exceeds Standard: • Enrollment Variance equals less than 2 percent	*10*
Meets Standard: • Enrollment Variance is between 2 and 8 percent	*5*
Does Not Meet Standard: • Enrollment Variance is greater than 8 percent	*0*
Measure 1d, Default Is the school repaying debts in a timely manner?	Points Available
Meets Standard: • School is not in default of loan covenant(s) and/or is not delinquent with debt service payments OR • School does not have any outstanding debt	*10*
Does Not Meet Standard: • 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+Change in Pension Related Accts) divided by Total Revenues Does the school manage costs appropriately?	Points Available
Exceeds Standard: • Aggregated Three-Year Efficiency Margin is 10 percent or greater	*20*
Meets Standard: • Aggregated Three-Year Efficiency Margin is between 0 and 10 percent	*15*
Approaches Standard: • Aggregated Three-Year Efficiency Margin is between -.01 and -10 percent	*10*
Does Not Meet Standard: • Aggregated Three-Year Efficiency Margin is less than -10 percent	*0*
Measure 2b, Debt to Asset Ratio: (Total Liabilities-Deferred Pension Liability) divided by Total Assets Does the school maintain an appropriate balance between assets and liabilities over time?	Points Available
Exceeds Standard: • Debt to Asset Ratio is less than 25 percent	*20*
Meets Standard: • Debt to Asset Ratio is between 25 and 94.99 percent	*15*
Approaches Standard: • Debt to Asset Ratio is between 95 and 100 percent	*10*
Does Not Meet Standard: • 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 Is the school implementing all essential or innovative features of its program as defined in its current charter contract?	Points Available
Meets Standard: • 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: • The school failed 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*) 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: • The school met all mission-specific goals included in its charter contract.	*5*
Does Not Meet Standard: • The school failed to meet at least one mission-specific goal included in its charter contract.	*0*
Measure 1c, Education Requirements Is the school complying with applicable education requirements?	Points Available

Meets Standard:
• The school complied with all applicable laws, rules, regulations, and provisions of its charter contract relating to education requirements, including, but not limited to:
  ○ Provided all federally and state mandated programs;
  ○ Adhered to graduation requirements;
  ○ Implemented state-adopted content standards; and
  ○ Administered state assessments in the manner required by law and rule.
	5

Approaches Standard: • The school failed to comply with at least one applicable law, rule, regulation, or provision of the charter contract relating to education requirements during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*3*
Does Not Meet Standard: • The school failed 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 Is the school complying with reporting requirements?	Points Available

Meets Standard:
• The school complied 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:
  ○ QBE/FTE Data Reporting;
  ○ Personnel Reporting;
  ○ Student Record Reporting;
  ○ CCRPI Data Reporting;
  ○ Special Education Data Reporting; and
  ○ Required Data Surveys
	5

Does Not Meet Standard: • The school failed 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 Is the school meeting financial reporting and compliance timeline and form requirements?	Points Available
Meets Standard: • The school complied with all applicable laws, rules, regulations, and provisions of its charter contract relating to financial reporting requirements, including, but not limited to: ○ 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; ○ Timely periodic financial reports as required by the SCSC, GaDOE, or other state agency; ○ On-time submission and completion of its annual independent audit by the deadline established by the SCSC; ○ Complete and on-time submission of program budgets (Title I, IDEA, and grant budgets)	*6*
Does Not Meet Standard: • 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 Is the school following Generally Accepted Accounting Principles (GAAP)?	Points Available
Meets Standard: • The school complied 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: ○ An unqualified audit opinion; ○ An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses; ○ An audit that does not include a going concern disclosure in the notes or an explanatory paragraph; ○ 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: • 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 Is the school complying with all applicable general governance requirements?	Points Available
Meets Standard: • The school complied 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: ○ Board policies; ○ Board bylaws; ○ Code of ethics; ○ Conflicts of interest; ○ Board composition and/or membership laws and rules; and ○ Restrictions on compensation	*5*
Approaches Standard: • The school failed to comply with at least one applicable law, rule, regulation, provision of the charter contract, or its policies relating to governance by its board during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*3*
Does Not Meet Standard: • The school failed 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 Is the school complying with all applicable open governance requirements?	Points Available
Meets Standard: • The school complied 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*
Approaches Standard: • 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 during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*3*
Does Not Meet Standard: • 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 Is the school complying with all applicable governance training requirements?	Points Available
Meets Standard: • The school took 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: • The school failed 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 Is the school holding management and contractors accountable?	Points Available

Meets Standard:
• The school complied 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:
  ○ Implementation of the Teacher and Leader Keys Effectiveness Systems;
  ○ Remedial action regarding employees not meeting expectations; and
  ○ Actions to enforce contractual provisions or terminate the contract of noncompliant educational service providers or other contractors.
	5

Approaches Standard: • 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 during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*3*
Does Not Meet Standard: • 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 Is the school protecting the rights of all students?	Points Available

Meets Standard:
• The school complied 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:
  ○ Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment);
  ○ The collection and protection of student information (that could be used in discriminatory ways or otherwise contrary to law);
  ○ 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
  ○ Conduct of discipline (discipline hearings and suspension and expulsion policies and practices).
	4

Approaches Standard: • The school failed to comply with at least one applicable law, rule, regulation, provision of its charter contract, or its policies relating to the rights of students during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*2*
Does Not Meet Standard: • The school failed 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 Is the school protecting the rights of students with disabilities?	Points Available

Meets Standard:
• Consistent with the school's status and responsibilities as a Local Education Agency (LEA), the school complied 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:
  ○ Identification and referral of students who may have a disability;
  ○ Operational compliance regarding the academic program, assessments, and all other aspects of the school's program and responsibilities;
	4

○ Discipline, including due process protections, manifestation determinations, and behavioral intervention plans; ○ Appropriately implementing student Individualized Education Programs and Section 504 plans; and ○ Ensuring appropriate access to the school's facilities and programs to students and parents.	
Approaches Standard: • The school failed 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 during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*2*
Does Not Meet Standard: • The school failed 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) Is the school protecting the rights of English Learners (ELs)?	Points Available
Meets Standard: • The school complied 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: ○ Required policies related to the service of EL students; ○ Proper steps for identification of students in need of EL services; ○ Appropriate and equitable delivery of services to identified students; ○ Appropriate accommodations on assessments; ○ Exiting of students from EL services; and ○ Ongoing monitoring of exited students.	*4*
Approaches Standard: • The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to EL requirements during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*2*
Does Not Meet Standard: • The school failed 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 Is the school meeting teacher and other employee qualification requirements?	Points Available
Meets Standard: • The school complied 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*
Approaches Standard: • The school failed 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 during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*2*
Does Not Meet Standard: • The school failed 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 Is the school respecting employee rights?	Points Available
Meets Standard: • The school complied 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*
Approaches Standard: • The school failed 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 during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*2*
Does Not Meet Standard: • The school failed 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 Is the school completing required criminal records checks of its employees?	Points Available
Meets Standard: • The school complied 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*
Approaches Standard: • The school failed 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 during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*2*
Does Not Meet Standard: • The school failed 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 Is the school complying with facilities requirements?	Points Available
Meets Standard: • The school complied with all applicable laws, rules, regulations, and provisions of its charter contract relating to the school's facilities including but not limited to: ○ Fire inspections and related records; ○ Viable certificate of occupancy; ○ Documentation of requisite insurance coverage; ○ Approval from GaDOE regarding initial site selection and facility requirements; and ○ Subsequent approvals as necessary from GaDOE regarding facility maintenance, expansion, or other facility changes.	*4*
Approaches Standard: • The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to the school's facilities during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*2*
Does Not Meet Standard: • The school failed 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 Is the school maintaining a safe and secure school environment as measured by the school's student churn rate?	Points Available
Meets Standard: • 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: • The school's student churn rate exceeded the acceptable threshold for the school's program.	*0*
Measure 5c, Health and Safety Is the school complying with health and safety requirements?	Points Available
Meets Standard: • The school complied 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: ○ Annual health assessments of students; ○ Diabetes Medical Management Plans; ○ Access to auto-injectable epinephrine and automated external defibrillators as appropriate; ○ Scoliosis screening; and ○ A physically safe and secure environment.	*4*

Approaches Standard: • The school failed 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 during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*2*
Does Not Meet Standard: • The school failed 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 Is the school complying with nursing, food service, and transportation requirements?	Points Available

Meets Standard:
• The school complied 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:
  ○ School Health Nurse Program;
  ○ 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
  ○ School bus specifications, bus driver training and licensing requirements, and transportation survey deadlines.
	4

Approaches Standard: • The school failed 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) during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*2*
Does Not Meet Standard: • The school failed 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 Is the school maintaining student and employee information and data securely and communicating with stakeholders appropriately?	Points Available

Meets Standard:
• The school complied 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:
  ○ Giving appropriate notices and maintaining the security of providing access to student records under the Family Educational Rights and Privacy Act and other applicable authorities;
  ○ Meeting Title I annual parent meeting requirements;
  ○ Transferring of student records;
  ○ Confidentiality of personnel records not subject to open records requirements; and
  ○ Communicating with parents and other stakeholders in a timely manner.
	4

Approaches Standard: • The school failed 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 during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*2*
Does Not Meet Standard:	*0*

• The school failed 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.	

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 Is the school complying with all other obligations?	Points Available
Meets Standard: • The school complied 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: ○ Revisions to state charter law; ○ Following the school's own financial policies and procedures; ○ Adhering to the Department of Early Care and Learning's requirements for before and after school care (if applicable); ○ Consent decrees; ○ Intervention requirements by the authorizer; and ○ 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*
Approaches Standard: • The school failed 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 during its SCSC on-site monitoring visit, but the school adequately remedied its finding(s) and regained compliance.	*3*
Does Not Meet Standard: • The school failed 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 Is the school remedying noncompliance after proper notification?	Points Available
Meets Standard: • The school corrected 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: • The school failed 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

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: CSI and TSI School Lists, GOSA: Turnaround Eligible Schools List
2. Student Achievement	GaDOE: CCRPI Content Mastery Sub-Score
3. Student Progress	GaDOE: CCRPI Progress Sub-Score
4. Achievement and Progress	GaDOE: CCRPI Grade Band Score
5. Second-Look	GaDOE: CCRPI Single Score SCSC/GOSA: Value-Added Impact Score GaDOE/GOSA: Beating the Odds designation

Financial Performance:

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

Operational Performance:

Indicator	Data Source
1. Educational Program Compliance	GaDOE: Charter School Annual Report, SEA Program Monitoring SCSC: Monitoring Activities, Complaint Investigations 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 SCSC: Monitoring Activities, Complaint Investigations Other: Reports of Noncompliance from a State or Federal Agency, Independent Audit Report
3. Governance	GaDOE: Charter School Annual Report, SEA Program Monitoring SCSC: Monitoring Activities, Complaint Investigations, Training Rosters 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 SCSC: Monitoring Activities, Complaint Investigations, 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 SCSC: Monitoring Activities, Complaint Investigations, Training Rosters 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 SCSC: Monitoring Activities, Complaint Investigations, Training Rosters Other: Reports of Noncompliance from a State or Federal Agency, Independent Audit Report