

## Applications: Movement School South Fulton

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**Implementation Budget Requested**

\$1,000,000.00

**Planning Budget Requested**

\$100,000.00

**Total Budget Requested**

\$1,100,000.00

**Planning Reimbursements**

\$0.00

**Implementation Reimbursements**

\$0.00

**Total Reimbursements**

**Remaining Budget**

\$1,100,000.00

**Profile**

Movement School South Fulton

**Changes Requested**

**Eligibility for CSP Subgrant**

New School

**New School: Are you requesting an implementation grant?**

Yes

**New School: Are you requesting a pre-opening supplement?**

Yes

**Are you requesting a supplement?**

No

### Narrative

Provide responses in the text boxes provided. Attachments will not be accepted for this part of the application.

**Please describe how the autonomy and flexibility granted to a charter school is consistent with the definition of a charter school in ESEA § 4310 (2).**

Movement School Atlanta is a planned tuition-free public school of choice to be located at 1950 Sullivan Road in Clayton County. Movement School Atlanta (MSA) will open in the fall of 2026. As required as a charter school, MSA is a free public school open to any student who resides in the zone outlined by the charter, in the case of Movement School Atlanta the attendance zone is Clayton County, Fulton County, and DeKalb County. If more students apply to attend Movement School Atlanta than there are available spaces, Movement School Atlanta will utilize a random lottery process to offer spaces for enrollment. The lottery results will be posted on Movement School Atlanta's website by unique student numbers. Parents of each student who have received a winning lottery number will receive notice via email within 24 hours of the lottery completion.

The school will operate under the terms of its charter as established by its authorizer – the State Charter Schools Commission (SCSC). MSA is held accountable by the authorizing agency in the areas of high student academic achievement, sound financial management, and organizational stability – the Comprehensive Performance Framework (CPF).

MSA intends to use broad flexibility from law, rule, and regulation allowable by O.C.G.A. 20-2-2065. The Board of Directors believes in both the mission and goals within MSA design, and therefore would need flexibility related to Title 20 in order to advance both mission and goals with fidelity. To that extent, MSA will not and cannot waive any state or federal law or rule specific related to health and safety of children or any law or rule which would constrain us from receiving federal or state funds. This would include not waiving any rule or law related to the following: the Elementary and Secondary Education Act (ESEA, formerly known as No Child Left Behind NCLB), the Individuals with Disabilities Education Act (IDEA), all civil rights legislation, and funding formulae related to Quality Basic Education (QBE). The broad waiver permitted by O.C.G.A. 20-2-2065(a) provides the flexibility needed for MSA to implement a program that aligns with our mission and ensures that we successfully meet achievement goals annually.

**Please briefly describe how the applicant school/network will utilize CSP Subgrant funds and why these funds are necessary to meet the school's goals. Separate activities by Planning and Implementation subgrant periods.**

Movement School Atlanta will use funds provided through the CSP Planning and Implementation Grants for necessary planning and implementation activities as allowable under the CSP. MSA is currently renovating the facility; therefore, key expenditures include the purchase of classroom furniture, furniture for specialized spaces, cafeteria equipment, and cafeteria furniture. Additionally, curriculum and instructional materials, books, and technology will be purchased utilizing CSP Subgrant funding to support the implementation of the school's mission-specific goals, innovative features, and specialized programs.

Other necessary costs of opening covered through CSP will be supported school-wide technology needs such as staff and student computers, printers, and other critical technology. Core classrooms and specialized spaces will be tied to instructional and mission-specific goals and equipped for age appropriate instruction and learning. Funds will also be used to provide professional development designed to support mission-specific goal focused.

In the planning and implementation phases, MSA will use grant funds for recruitment and outreach to strategically invest in marketing and advertising efforts, enhancing the school's website, hosting informational events and workshops, engaging with the local community, collaborating with local media, developing recruitment materials, providing professional development for staff, implementing digital marketing strategies, participating in education conferences, and establishing evaluation and feedback mechanisms to assess the impact of outreach efforts. This comprehensive plan for recruitment and outreach will allow MSA to effectively communicate the school's innovative model, inform stakeholders, and ensure future success.

Finally, CSP funds will be used research, design, and invest in supporting programs, curricula, and resources aligned to community assets, mission specific goals, and postsecondary outcomes of choice to ensure students are served to the maximum level available.

**Please describe how the applicant school/network is responding to community need and will use effective parent, family, and community engagement strategies. Include information on the needs analysis the school completed and the results. Also, include a description of how the school is soliciting and considering input from parents and members of the community and how the school will use effective parent, family, and community engagement strategies.**

MSA's Founding Board, the Planning and Development Team and key community, industry, and civic stakeholders continue to implement rigorous and comprehensive activities to further define need, demand, and structure of MSA and its programming, resources, and opportunities. The charter application planning, development, and review process of MSA serves as a catalyst for collaborative development among vested community, civic, postsecondary, and business organizations. The MSA Stakeholder Input and Collaborative Development Process, currently underway entails the following Proposed Outcomes:

- Identification and articulation of current and future educational need
- Identification of strengths/assets of the surrounding community
- Identification of extracurricular and auxiliary educational activities

- Identification and formalization of partnership opportunities to enhance programming
- Development of a comprehensive strategy for active and community engagement and parental involvement
- Development of a resource development strategy to ensure sustainability among service providers and resources

#### Proposed Outcomes Action Steps Deliverables

-Identification and articulation of current and future educational needs

- Identification of strengths/assets of the surrounding community
- Facilitation of community survey
- Engagement and participation in community meetings and events
- Essential collateral and information materials
- Website and digital media presence
- Survey and support documents
- Five-year strategic plan
- Pre-enrollment projections
- Budget Models

Facility and Transportation Plan

Partner Letters of Support and MOUs/MOAs

- Identification of extracurricular and auxiliary educational activities
- Facilitation of conversations with parents, community members, and stakeholders
- Identification and formalization of partnership opportunities to enhance programming
- Identification, development, and formalization of key partnerships

Development of a comprehensive strategy needs addressed by the community and aligned to active and meaningful the curriculum and other parental involvement extracurricular and

- Implementation of communication and feedback loop that includes information and dissemination website that provides information about the school choice and charter school movement, partners, and application-specific information and updates

Evidence of Demand and Integration into Design and Facilitation of conversations with parents, community members, and others as part of the community "immersion" of the MSA Leadership will be reported throughout the grant period. As outlined above:

- The process is designed to foster relationships formally and informally throughout the Atlanta area.
- School leadership and stakeholders will create strong network of contacts through formal and informal conversations, meetings, and forums with local parents, residents, business members and organizations
- Facilitation of involvement, presentations, and targeted conversations with key organizations, associations, educational institutions, and businesses with an ongoing presence at regular community events and activities.

The timeline below details specific strategies and timeframes associated with the overall marketing plan.

July - October 2024 - Brand building and initial community outreach· Press/media announcements regarding launch, site and network expansion· Brand identity establishment and asset creation including logos, graphics, website pages, social accounts· Begin school promotion across all digital platforms, starting with interest survey· Collect parent interest information for future recruiting and promotional use· Groundbreaking ceremony for board members, media and community· Release timely building progress updates across all platforms to keep momentum.

November - December 2024 - Launch Fall Enrollment Recruitment· Begin targeted digital marketing toward Fall 2025 enrollment, including \*Digital ads \*2-4 emails/month \*2 SMS texts/month \*Consistent social posting· \*Collect parent interest information for future recruiting and promotional use \*Release timely building progress updates across all platforms to keep momentum \*Press release/media announcement of school principal

January - March 2025 - Aggressive Fall Enrollment Recruitment \*Continue targeted digital marketing toward Fall 2025 enrollment \*Digital ads \*Weekly emails \*2-4 SMS texts/month \*Weekly social posting \*Utilize interest lists for targeted communication \*Radio advertising \*Begin networking with local daycare centers \*Release timely building progress updates across all platforms to keep momentum

April - June 2025 - Continue Fall Enrollment Recruitment, Reach application goals \*Continue targeted digital marketing toward Fall 2025 enrollment \*Digital ads \*Weekly email \*2 SMS texts/month \*Weekly social posting \*Utilize interest lists for targeted communication \*Radio advertising as needed \*Open House for Founding Family and local leadership tours \*Spring community event either onsite or nearby \*Release timely building progress updates across all platforms to keep momentum

July - August 2025 - Celebrate site completion, reach remaining enrollment goals \*Continue targeted digital marketing toward Fall 2025 enrollment \*Digital ads \*Weekly emails \*2 SMS texts/month \*Weekly social posting \*Ribbon cutting ceremony \*Create media assets including photography and video \*Press release of ribbon cutting/site opening. Across this time frame we would be actively monitoring enrollment numbers by grade and

communicating to target groups where there may be gaps in enrollment.

In addition to our digital marketing campaign, we will market to community based organization: Early Learning Center Out Reach: As part of our mission to work with community partners, MSA will connect with all small early learning and Pre-K centers to spread the awareness of the program. These privately operated, or home-based programs are often more accessible to low-income families and we would be likely to spread the word of MSA to as many as we can identify to ensure equal access to families. Our outreach strategy includes providing enrollment information in multiple languages, hosting events at these centers, and being present at pick up and drop off times for families to engage with staff and board members. Community Outreach Groups: We plan to connect with local community groups and organizations such as YMCA, Boys and Girls Clubs, and other activity-based organizations. Similar to MSA, these organizations work with the whole child and ensure marginalized children have access to high-quality resources and programs. This includes academics, health care, nutrition, counseling and social services work. Therefore, as mission aligned groups, we believe that we can connect with these entities and their families to continue to spread awareness of MSA.

As far as how the school will use effective parent, family, and community engagement strategies in the preopening stage and after the school is open, below are other examples:

- Tabling - Movement Schools will have a table at local events within the community to share more about Movement Schools, speak with Movement team members and ask questions.
- Monthly Community Events - These events are tailored to engage our families in a variety of ways such as open house events, family fun nights, community festivals, and virtual events to build community with each other and Movement Schools.
- Parent Information Sessions
- School Tour - Our families will have the chance to tour the school, ask questions, and speak with staff members.
- Back to School Night - This is a chance for families to meet their child's teacher and share their goals for their child before the school year starts. In addition, families learn about ways to support their child's academic progress at home and various strategies the school will use.
- Family Orientation - This is an opportunity for our families to learn about various policies at the school, arrival and dismissal procedures, uniform expectations, parent volunteer hours and what our partnership will look like throughout the year including but not limited to family communication.

MSA's projected student demographics are as follows:

- Kinder - 90 Students
- First - 90 Students
- Second - 90 Students
- Third - 30 Students
- Overall, 100% of students will come from economically disadvantaged backgrounds based on local community analysis

**Please explain how the applicant school/network will demonstrate a growth mindset throughout the subgrant term.**

Movement School Atlanta will demonstrate a growth mindset by being open to feedback and actively participating in technical assistance opportunities provided throughout the subgrant term. With a strong commitment to continuous improvement and learning from the Governing Board to school leadership to staff, there exists a constant growth mindset that will be transferred to Movement School Atlanta. The Governing Board will participate in required training annually and frequently requests additional training from alternate approved providers. MSA's leadership understands the importance of growth and will offer staff training opportunities to ensure the most updated information and training as it pertains to standards, mission-specific goals, innovative programming, and/or compliance in areas of special populations - all driven by the CPF and CSP compliance and allowable activities and expenditures.

The board will also utilize the comprehensive performance framework to hold themselves and the school accountable. The Governing board meets monthly and will review and discuss the Principal's Report which includes academic, operational and financial performance data. They will also track their own progress of the CPF to ensure they are meeting goals and any areas of need, growth, or improvement and will be reviewed, discussed, and integrated as a part of board training and/or strategic planning.

MSA will ensure a culture that encourages all members of our school community to embrace innovation and growth. Leadership will foster those as it aligns to mission, vision, and goals of MSA. This will transfer to MSA with leadership and staff being open to feedback and actively participating in technical assistance opportunities provided throughout the subgrant term.

**Please explain how the applicant school/network will commit to the CSP subgrant agreement and meet the requirements and objectives of the CSP subgrant. Identify the person(s) or position(s) who will be responsible for CSP subgrant activities, including reporting, procurement/purchasing, bookkeeping, accounting, and recordkeeping of expenditures.**

The mission of Movement School Atlanta (MSA) is to love and value scholars by leading a movement of change in education through academic excellence, character development, and preparation for success in college and life. We exist to help students from low-income backgrounds thrive academically and emotionally. This focus informs all that we do.

Defining features of MSA include: Curriculum and Instruction: Our curriculum focuses on mastery of Georgia's Standards of Excellence (GSEs), character development, and success for college and career. Our programs consist exclusively of content proven highly successful in helping students from low-income backgrounds catch-up and excel. They are research-based with proven results in other highly-diverse, metropolitan school districts with similar demographics to MSA. Problem-Based Learning: Students at MSA engage in real-world application of the GSEs. Teachers create rigorous learning experiences requiring critical thinking, collaboration, and synthesis through a problem-based approach. Extending Instructional Time: We offer a modified year-round schedule and additional instructional hours to mitigate learning loss and help students catch up academically. Led by its teachers, MSA has additional instructional time at the end of each day and summer learning to remediate learning gaps and prevent learning loss. Support for Low Income Families: Our mission has always focused on giving better educational options, housing and healthcare options to low-income families.

Movement School Atlanta is committed to the academic excellence and success of our students. We will align our work with the performance metrics listed below. These measures align with our mission to ensure all scholars are prepared for success in college and in life. • Movement School Atlanta students will outperform the Georgia state and LEA averages on College- and Career-Ready Assessments. •75% of Movement School Atlanta students, including those identified as ELL and students with disabilities will meet or exceed their growth targets in literacy and math as measured by STEP and MAP, respectively Movement School Atlanta students will meet or exceed expected growth as determined by Georgia's Accountability System for each year the school has state tested assessments. •Movement School Atlanta students will reduce the percentage of third graders performing below grade level from spring to spring as determined by BOY baseline data. We will measure student performance for our K-2 students via nationally-normed assessments given up to four times a year for both mathematics and literacy. For mathematics, Movement School Atlanta will utilize the MAP Growth assessment three times per year. For literacy, we will utilize the STEP Assessment four times a year to assess students' reading and literacy performance. Goals will be tracked by the principal and reported to the Board of Directors on a monthly and/or quarterly basis as appropriate. The school will also maintain a dashboard to track our metrics in real time.

As far as responsibility of CSP subgrant activities, MSA currently utilizes a business operations manager who will be lead on all CSP subgrant activities. The MSA team will be supported by third party accountants and auditors to ensure compliance and accountability. The Operations Director will provide direct oversight of the data function as well as redundancy of support by the Superintendent as well as an ongoing "CPF Tracker" to be utilized by the board and/or its oversight committees.

Additionally, the Director of Operations will manage student data collection and submission (e.g., FTE, Student Record), employee data collection and submission (e.g., CPI), federal program administration (e.g., developing the CLIP, gathering stakeholder input, submitting required documents and reports), and Human Resources (e.g., clearance certificates, FMLA). The Director of Operations, managed by the Superintendent, will also be responsible for data collection and reporting. The Superintendent will support the Director of Operations to ensure that all data gathered is accurate and reported timely. The Director of Operations will be responsible for gathering all employee data, including employment history, and ensuring background checks and fingerprinting.

**Please explain the applicant school/network's readiness for opening, replicating, or expanding. Briefly describe how the applicant school/network is assembling a team and ensuring the school is prepared.**

MSA has already hired a lead recruiter and superintendent. MSA will be hiring its principal and business operations manager this spring. MSA is also supported by the full team at Movement Schools national that have successfully opened 5 schools across two different states. This experience and support by Movement Schools also includes work with CSP subgrant activities in other states.

**Please describe how the applicant school/network will establish and maintain a racially and socio-economically diverse student population and endeavor to recruit faculty and staff who are similarly diverse.**

The mission of Movement School Atlanta (MSA) is to love and value scholars by leading a movement of change in education through academic excellence, character development, and preparation for success in college and life. We exist to help students from low-income backgrounds thrive academically and emotionally. This focus informs all that we do.

Our mission has always focused on giving better educational options, housing and healthcare options to low-income families; therefore, there is an intense focus on traditionally underserved students. Additionally, the provision of transportation is intended to reduce barriers to students who require transportation to attend a school of choice such as MSA.

We have strategically selected to locate in Clayton County based upon its proximity to and ease of access for low-income families. Our mission has always focused on giving better educational options, housing and healthcare options to low income families. MSA will strategically develop local, regional, and statewide partners committed to this outcome as a component of our planning, development, and pre-opening process. We exist to help students from low-income backgrounds thrive academically by preparing them to compete with their global peers. We also want them to thrive emotionally by developing strong character while healing from and overcoming adverse childhood experiences (ACES). MSA's academic program addresses the academic and emotional needs of our students daily.

Movement School Atlanta is dedicated to serving all students regardless of his or her unique needs. Movement School Atlanta's academic model and emphasis on personalized learning strongly supports the needs of students with disabilities. As a public school, Movement School Atlanta will comply with every aspect of the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act (Section 504), and the Americans with Disabilities Act (ADA). Movement School Atlanta embraces its role as safe and welcoming environment for students of all cultures and ethnicities. Movement School Atlanta will actively identify and support students learning English.

Movement School Atlanta believes that teacher certification is important to help ensure teachers will be effective in the classroom. We will strive to employ teachers with Georgia teaching certificates and who are considered "Highly Qualified" across core academic courses, as well as special needs programs such as a gifted, special education, and ELL. However, in some limited cases we may utilize our flexibility to hire noncertified teachers who are exceptional educators in areas of flexibility and/or shortage; however, the quality of instruction will never be compromised and a rigorous, standards-based education will be delivered. A major focus of teacher recruitment is to ensure diversity that aligns to our student population.

**Provide details about how the applicant school/network will maintain financial sustainability after the end of the subgrant period.**

To ensure financial sustainability beyond the subgrant period, Movement School Atlanta will use a multifaceted approach. While MSA, Movement Schools, and other partners will continue to explore grants, private donations, partnerships with local entities, and strategic fundraising initiatives, the success and sustainability of MSA will always rely on the overall financial planning and budgeting process exercised by the Governing Board - a conservative, board approved budget with a focus on sustainability. This process will allow MSA to meet its financial obligations to the CPF, SCSC, and Stakeholders during and after the subgrant period.

Annual budgets will be created by reviewing previous expenditures along with anticipated needs to determine current expected spending. The budget will include federal, state, and local revenues. MSA will continue to annually develop and approve a data-driven and informed budget that prioritizes essential expenses and ensures efficient resource allocation to achieve academic goals and meet the expectations of the CPF - all without compromising quality of education, staff, and/or facilities.

## Other Information - Uploads

Please provide the following documents/information by uploading them here.

**Please upload the applicant school/network's recruitment and enrollment policy and procedures. If the school is proposing use of a weighted lottery, please include the weighted lottery policy. All weighted lottery policies must be approved by the SCSF and the U.S. Department of Education as a condition of any CSP Subgrant.**

MSA - JFB\_-\_Enrollment\_Policy.pdf

**If necessary, please upload a second document.**

MSA - JFA\_-\_Lottery\_Policy.pdf

**Please upload the applicant school's retention and discipline policy.**

MSA - CSP Application - Code of Conduct and Retention Policy.pdf

**Please upload how the applicant school has/will meet the educational needs of all students, including children with disabilities and English learners. For replication and expansion applicants, upload the percentage of students with disabilities and English learners who have been served over the last three (3) years by the applicant school.**

MSA - CSP Application - Exceptional Children and EL Policies.pdf

**Please upload the charter contract with the authorizer and/or other document that includes the performance measures agreed to by the authorizer and school.**

FY25 Movement Atlanta Charter Contract - signed.pdf

**Please upload the applicant school's transportation plan.**

Movement GA School Transportation Plan.pdf

## Relationship with CMO/EMO

**Does the school have a relationship with CMO/EMO?**

Yes

**A copy or description of the CMO/EMO contract including the name and contact information of the management organization; the cost (i.e., fixed costs and estimates of any ongoing costs or fees), including the amount of CSP funds proposed to be used toward such cost, and the percentage such cost represents of the school's overall funding; the duration of the contract; roles and responsibilities of the management organization; and steps the applicant will take to ensure that it pays fair market value for any services or other items purchased or leased from the management organization, makes all programmatic decisions, maintains control over all CSP funds, and directly administers or supervises the administration of the grant in accordance with 34 CFR 75.701.**

Movement GA ESP Agreement - CSP Submission.docx

**A description of any business or financial relationship between the charter school developer/founding group and the management organization, including payments, contract terms, and any property owned, operated, or controlled by the management organization or related individuals or entities that will be used by the charter school.**

Movement GA ESP Agreement - CSP Submission.docx

**The name and contact information for each member of the governing board of the charter school and a list of the management organization's officers, chief administrator, or other administrators, and any staff involved in approving or executing the management contract; and a description of any actual or perceived conflicts of interest, including financial interests, and how the applicant will resolve any actual or perceived conflicts of interest to ensure compliance with 2 CFR 200.318(c).**

Movement Contact Information.pdf

**A description of how the applicant will ensure that members of the governing board of the charter school are not selected, removed, controlled, or employed by the management organization and that the charter school's legal, accounting, and auditing services will be procured independently from the management organization.**

MSA - CSP Application Response Addressing Board Selection.docx

**An explanation of how the applicant will ensure that the management contract is severable, severing the management contract will not cause the proposed charter school to close, the duration of the management contract will not extend beyond the expiration date of the school's charter, and renewal of the management contract will not occur without approval and affirmative action by the governing board of the charter school.**

MSA - CSP Application Response Addressing Severability.docx

**A description of the steps the applicant will take to ensure that it maintains control over all student records and has a process in place to provide those records to another public school or school district in a timely manner upon the transfer of a student from the charter school to another public school, including due to closure of the charter school, in accordance with section 4308 of the ESEA.**

MSA - CSP Application Response Addressing Student Records.docx

## Priorities

**Priorities Claimed**

None

## Assurances

The applicant charter school/network must agree to assurances related to the CSP SE Grant program and requirements set forth by the State Charter Schools Foundation of Georgia. The board chair must sign this document, and it should be uploaded below.

[Link to the Georgia CSP Subgrant Assurances](<https://drive.google.com/file/d/1MMz7OJ1UbTqfE6giNove2JBtWAdDqjD-/view?usp=sharing>)

**File Upload: CSP Subgrant Assurances**

CSP SE Subgrant Application Assurances-1.6.25.pdf

**Submission Date**

01/08/2025

## Applications: File Attachments

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**Please upload the applicant school/network's recruitment and enrollment policy and procedures. If the school is proposing use of a weighted lottery, please include the weighted lottery policy. All weighted lottery policies must be approved by the SCSF and the U.S. Department of Education as a condition of any CSP Subgrant.**

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MSA - JFA\_-\_Lottery\_Policy.pdf

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MSA - CSP Application - Exceptional Children and EL Policies.pdf

**Please upload the charter contract with the authorizer and/or other document that includes the performance measures agreed to by the authorizer and school.**

FY25 Movement Atlanta Charter Contract - signed.pdf

**Please upload the applicant school's transportation plan.**

Movement GA School Transportation Plan.pdf

**A copy or description of the CMO/EMO contract including the name and contact information of the management organization; the cost (i.e., fixed costs and estimates of any ongoing costs or fees), including the amount of CSP funds proposed to be used toward such cost, and the percentage such cost represents of the school's overall funding; the duration of the contract; roles and responsibilities of the management organization; and steps the applicant will take to ensure that it pays fair market value for any services or other items purchased or leased from the management organization, makes all programmatic decisions, maintains control over all CSP funds, and directly administers or supervises the administration of the grant in accordance with 34 CFR 75.701.**

Movement GA ESP Agreement - CSP Submission.docx

**A description of any business or financial relationship between the charter school developer/founding group and the management organization, including payments, contract terms, and any property owned, operated, or controlled by the management organization or related individuals or entities that will be used by the charter school.**

Movement GA ESP Agreement - CSP Submission.docx

**The name and contact information for each member of the governing board of the charter school and a list of the management organization's officers, chief administrator, or other administrators, and any staff involved in approving or executing the management contract; and a description of any actual or perceived conflicts of interest, including financial interests, and how the applicant will resolve any actual or perceived conflicts of interest to ensure compliance with 2 CFR 200.318(c).**

Movement Contact Information.pdf

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MSA - CSP Application Response Addressing Board Selection.docx

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**school's charter, and renewal of the management contract will not occur without approval and affirmative action by the governing board of the charter school.**

MSA - CSP Application Response Addressing Severability.docx

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MSA - CSP Application Response Addressing Student Records.docx

**File Upload: CSP Subgrant Assurances**

CSP SE Subgrant Application Assurances-1.6.25.pdf



# MOVEMENT SCHOOL

Type:	Policy
NEPN Code:	JFB
Title:	Enrollment Policy
Status:	Adopted November 21, 2024

The Movement Schools Board of Directors (“Board”) adopts the following policy which shall be effective on the date that the policy is adopted by the Board. If applicable, once adopted this policy replaces any previously approved school policy currently in place that provided direction on the items in this policy.

Open enrollment shall last for no less than 30 calendar days. After the enrollment lottery, assuming we are not fully enrolled, the school will continue admitting students through the first day of school. Application deadlines will be posted on the school’s website and spread widely through digital and traditional advertising.

Applications will be available online via Infinite Campus. Hard copies of the application will also be available on the school site. Parents may complete their application online or at the school office. Office staff will be available to assist parents.

If the number of applications exceeds available seats, a public lottery will be held in accordance with all GA charter school laws. Movement will use Infinite Campus or an equivalent automated enrollment software system to execute the randomized lottery.

Prior to the lottery, applications will be reviewed for completeness and verified for a valid address. Each completed application will be entered into the automated enrollment software database. During the lottery, names will be selected at random, by grade, with spots offered in the order of names selected. When the capacity for each grade level is reached, the remaining applications are assigned a position on our waiting list in a randomized order. Only applications completed before the lottery deadline will participate in the lottery.

MSA will give admissions preference to children of current employees, Board of Directors members, and siblings of current students. Once a student is enrolled at MSA, families do not have to re-enroll each year; however, they must submit an "Intent to Return" form so administrators can plan accordingly. Any applicant on the waitlist from the previous year must resubmit an application and participate in the lottery again.

All students admitted through the lottery or from the waitlist will receive notification via email and/or text to notify them of the admissions decision. Families must complete and return the Student Registration Packet and supporting documentation within the time frame stated in the



# MOVEMENT SCHOOL

admission offer in order to secure their seat(s). If not submitted in time, their seat(s) may be forfeited to the next applicant(s) on the waitlist.

Any student who does not attend the first day of school or call in to notify the school and receive approval from the school of the absence by a Movement School enrollment team member at a determined date/time may also forfeit enrollment and be required to complete another application to be considered in the future.

Movement School will admit, and/or place in the lottery, any student who completes the application prior to the deadline. Notwithstanding any recent law to the contrary, Movement School may refuse admission to any student who has been expelled or suspended from a public school until the period of suspension or expulsion has expired.



# MOVEMENT SCHOOL

Type:	Procedure/Policy
NEPN Code:	JFA
Title:	Lottery Policy
Status:	Adopted November 21, 2024

The Movement Schools Atlanta Governing Board (“Board”) adopts the following policy which shall be effective on the date that the policy is adopted by the Board. If applicable, once adopted this policy replaces any previously approved school policy currently in place that provided direction on the items in this policy.

## **SECTION 1. Open Enrollment**

Open enrollment shall last for a period of no less than 30 calendar days. If seats are not filled MSA will continue admitting students through the first day of school, or until seats are filled. The application(s) and deadline will be posted on the school’s website and widely spread through digital and traditional advertising.

Online applications will be available via the Infinite Campus application management software. Hard copies of the application will be available on the school site. Parents/guardians must complete their application online or at the school office.

If the number of applications exceeds available seats, a public lottery will be held in accordance with all GA charter school laws. Movement will use Infinite Campus or an equivalent automated enrollment software system to execute the randomized lottery.

## **SECTION 2. Lottery Process**

Prior to the lottery, applications will be reviewed for completeness and verified for a valid address. Each completed application will be entered into the automated enrollment software database. During the lottery, names will be selected at random, by grade, with spots offered in the order of names selected. When the capacity for each grade level is reached, the remaining applications are assigned a position on our waiting list in a randomized order. Only applications completed before the lottery deadline will participate in the lottery.

## **SECTION 3. Preference**

MSA will give admissions preference to children of current employees, Board members, and siblings of current students.

## **SECTION 4. Re-enrollment**

Once a student is enrolled at MSA, enrolled families will not re-enroll each year; however, a completed "Intent to Return" form must be submitted. All previous year waitlist applicants must resubmit to participate in the lottery.



# **M O V E M E N T**

## **S C H O O L**

### **SECTION 5. Notification**

All students admitted through the lottery or from the waitlist will receive notification via email and/or text. Families must complete and return the Student Registration Packet and supporting documentation within the time frame stated in the admission offer to secure their seat(s). If not submitted in time, their seat(s) may be forfeited to the next applicant(s) on the waitlist.

### **SECTION 6. Attendance on the first day**

Any student who does not attend the first day of school or call in to notify the school and receive approval from the school of the absence by a Movement School enrollment team member at a determined date/time may also forfeit enrollment and be required to complete another application to be considered in the future.

### **SECTION 7. Expelled Student**

Movement School Atlanta may refuse admission to any student who has been expelled or suspended from a public school until the period of suspension or expulsion has expired.



## **CODE OF CONDUCT & SCHOOL DISCIPLINE POLICY**

Movement School Code of Conduct has been designed to guide the efforts of teachers and staff in creating a safe, orderly environment and to reinforce that mission of our school: "We exist to love and nurture scholars by leading a movement of change in education through academic excellence, character development, and preparation for success in life."

### **CODE OF CONDUCT**

The Code of Conduct states clearly all school-wide rules governing student behavior as well as the consequences for breaking the rules. This Code of Conduct will serve as a contract among parents, students, and staff; breaking this Code will be considered a breach of contract. Embracing the principles outlined here is a first and vital step toward creating the type of environment in which our students can thrive. Adhering to the Code of Conduct will not only minimize physical harm and disruption among students, but it will also help establish among all members of the School community the habits that characterize a civil society.

### **SCHOOL DISCIPLINE POLICY**

Our staff desires to create a safe, positive environment to ensure that students can learn. We have developed a discipline plan that will allow students to be rewarded for appropriate behavior and appropriate consequences for inappropriate behavior. The following policy has been established to help all students achieve self-discipline.

The school rules are posted and explained to students.

#### **Students are expected to be:**

1. RESPECTFUL
2. RESPONSIBLE
3. READY TO LEARN

When students follow the rules, they EARN positive incentives to encourage appropriate student conduct. Such programs include but are not limited to positive office referrals, uniform-free days, field trips, homework passes, a trip to the school store, etc.

MCS leadership takes student discipline very seriously and expects its families to do the same. MCS leadership expects involvement and support from its families. During the disciplinary processes laid out below, students' families/guardians must be involved during all steps.

**If a student breaks a rule, the following hierarchy of consequences is generally followed:**



MOVEMENT BEHAVIOR MATRIX				
Minor (Teacher-managed unless multiple documented incidents)				
Violation	Consequence 1	Consequence 2	Consequence 3	Consequence 4
Inappropriate Language	Verbal Warning/ Redirection	Verbal Warning/ Redirection with OWN/reflection conversation with teacher  Phone call home  Recorded on behavior log  Loss of Dojo points	Phone call home  OWN/reflection convo with Administrator  Loss of Dojo points	Major Behavior Referral Contact to parent by Administrator  * 1 Day of ISS/OSS depending on severity
Physical Contact/Physical Aggression	Recorded on behavior log			
Defiance/Disrespect/ Non-Compliance	Loss of Dojo points			
Property Misuse				
Dress Code Violation				
Technology Violation (minor)				
Personal Electronic Device Use Violation		Devices will be confiscated and returned to the student at the end of the day.	Devices will be confiscated and only returned to the parent/guardian.	Major Behavior Referral  Contact to parent by Administrator  *1 Day of ISS/OSS depending on severity
Major (Office Managed)				
Violation	Consequence 1	Consequence 2	Consequence 3	Consequence 4
Abusive Language/ Inappropriate language/ Profanity	Major Office Referral  Parent will be contacted by Administrator  1-3 Days of OSS  Re-Entry Meeting	Major Office Referral  Parent will be contacted by Administrator  3-5 Days of OSS  Re-Entry Meeting	Major Office Referral  Parent will be contacted by Administrator  5-10 Days of OSS  Re-Entry Meeting	Major Office Referral  Parent will be contacted by BMT/Administrator  OSS, Recommended to board for possible exclusion/expulsion  Depending on decision, could require re-entry meeting or board hearing
Disruption				
Defiance/Disrespect/ insubordination/ non-compliance				
Theft				
Property damage/vandalism				
Technology violation				
Inappropriate				



location/out of bounds area				
Harassment/Bullying	Major Office Referral	Major Office Referral	Major Office Referral	Major Office Referral
Fighting/Physical Aggression	Parent will be contacted by Administrator  *3 Days of OSS  Re-Entry Meeting	Parent will be contacted by Administrator  *5 Days of OSS  Re-Entry Meeting	Parent will be contacted by Administrator  *10 Days of OSS  Re-Entry Meeting	Parent will be contacted by Administrator  OSS, Recommended to board for possible exclusion/expulsion  Depending on decision, could require re-entry meeting or board hearing
Use/possession of combustibles	Major Office Referral <ul style="list-style-type: none"> <li>parent will be contacted by Administrator</li> <li>OSS, Recommended to board for possible exclusion/expulsion</li> <li>depending on decision, could require Re-Entry Meeting or board hearing</li> </ul>			
Use/Possession of Weapons				
Use/possession of illegal drugs				
Use/possession of vape				

(\*) at administrator's discretion upon consideration of all other variables

It is the goal of MCSs to keep students in classrooms and learning. While we attempt to use consequences and practices that do not result in time away from the classrooms, such as natural consequences and restorative practices, there are circumstances when short-term or long-term suspensions can be imposed by a school administrator. Anytime a suspension is issued, a mandatory re-entry meeting will be scheduled that must be attended before a student is allowed re-entry into school. The following policies and procedures are in direct alignment to NC Chapter 115C - Article 27.

## SHORT-TERM SUSPENSIONS

### *Definition and Scope*

A short-term suspension is the disciplinary exclusion of a student from attending his or her assigned school for up to 10 school days. A short-term suspension does not include (1) the removal of a student from class by the classroom teacher, the principal, or other authorized school personnel for the remainder of the subject period or for less than one-half of the school day; (2) the changing of a student's location to another room or place on the school premises; or (3) a student's absence under N.C. Gen. Stat. § 130A-440 (for failure to submit a school health assessment form within 30 days of entering school). A student who is placed on a short-term suspension will not be permitted to be on school property or to take part in any



school function during the period of suspension without prior approval from the Principal. MCS staff will consult with counsel regarding informal disciplinary removals of a child from class to track whether such removals will constitute a disciplinary change in placement under the IDEA or Section 504.

The principal has the authority to determine when a short-term suspension is an appropriate consequence and to impose the suspension, so long as all relevant board policies are followed.

A student is not entitled to appeal the principal's decision to impose a short-term suspension to either the CEO or the Board.

#### *Pre-Suspension Rights of the Student; Informal Hearing*

Except in the circumstances described below, a student must be provided with an opportunity for an informal hearing with the principal before a short-term suspension is imposed. The principal may hold the hearing immediately after giving the student oral or written notice of the charges against him or her. At the informal hearing, the student has the right to be present, to be informed of the charges and the basis for the accusations against him or her, and to make statements in defense or mitigation of the charges.

The principal may impose a short-term suspension without first providing the student with an opportunity for an informal hearing if the presence of the student (1) creates a direct and immediate threat to the safety of other students or staff or (2) substantially disrupts or interferes with the education of other students or the maintenance of discipline at the school. In such cases, the principal shall give the student notice of the charges and an opportunity for an informal hearing as soon as practicable. Notice to parents is not required prior to the suspension but must be provided in accordance with Section D, below.

#### *Student Rights During the Suspension*

A student under a short-term suspension must be provided with the following:

- the opportunity to take textbooks home for the duration of the suspension;
- upon request, the right to receive all missed assignments and, to the extent practicable, the materials distributed to students in connection with such assignments; and
- the opportunity to take any quarterly, semester, or grading period examinations missed during the suspension period.

#### *Notice to Parent or Guardian*

When imposing a short-term suspension, the principal shall provide the student's parent or guardian with notice that includes the reason for the suspension and a description of the student conduct upon which the suspension is based. The principal must give this notice by the end of the workday during which the suspension is imposed when reasonably possible, but in no event more than two



days after the suspension is imposed. If English is the second language of the parent, the notice must be provided in English and in the parent's primary language, when the appropriate foreign language resources are readily available. Both versions must be in plain language and easily understandable.

The initial notice may be by telephone, but it must be followed by timely written notice. The written notice must include all of the information listed above and may be sent by fax, e-mail, or any other method reasonably designed to give actual notice. School officials also shall maintain a copy of the written notice in the student's educational record.

### *Students with Disabilities*

Multiple short-term suspensions for a student with disabilities will be addressed in accordance with the State Board of Education's Policies Governing Services for Children with Disabilities and other applicable state and federal law.

## **LONG-TERM SUSPENSIONS; 365 DAY SUSPENSION FOR WEAPON POSSESSION**

### *Definition and Scope*

#### Long-Term Suspension

A long-term suspension is the disciplinary exclusion of a student from attending his or her assigned school for more than 10 school days. Disciplinary reassignment of a student to a full-time educational program that meets the academic requirements of the standard course of study established by the State Board of Education and that provides the student with the opportunity to make timely progress toward graduation and grade promotion is not a long-term suspension requiring the due process procedures set out in this policy, nor is an absence under N.C. Gen. Stat. § 130A-440 (for failure to submit a school health assessment form within 30 days of entering school).

If the offense leading to the long-term suspension occurred before the final quarter of the school year, the exclusion must be no longer than the remainder of the school year in which the offense was committed. If the offense leading to the long-term suspension occurred during the final quarter of the school year, the exclusion may include a period up to the remainder of the school year in which the offense was committed and the first semester of the following school year.

#### 365-Day Suspension

A 365-day suspension is the disciplinary exclusion of a student from attending his or her assigned school for 365 calendar days as required by N.C. Gen. Stat. § 115C-350.10 for any student who is determined to have brought or been in possession of a firearm or destructive device on educational property or to a school-sponsored event off school property. The Principal or CEO may consider mitigating or aggravating factors when determining whether to recommend or impose a long-term suspension.



### *Recommendation by School Administration*

A recommendation by the principal to impose a suspension of longer than 10 days, or a 365-day suspension, shall be based upon relevant factors, both aggravating or mitigating, and shall be communicated as soon as practicable to the CEO. The recommendation should include any additional recommendations concerning counseling or alternative educational programs.

The suspension is not effective pending the outcome of the first-level hearing before the CEO, or the waiver of said hearing by the parent.

### *Notice to Parent*

The principal must provide to the student's parent written notice of the recommendation for long-term suspension or 365-day suspension by the end of the workday during which the long-term suspension or expulsion is recommended when reasonably possible or as soon thereafter as practicable.

The notice must be written in plain English and, if possible, also in the parent's native language. The notice must contain the following:

- The recommendation, whether for long-term or 365 days;
- A description of the incident and the student's conduct that led to the recommendation, including the provision of Code of Conduct allegedly violated;
- The process and deadline by which the parent may request a hearing to contest the decision;
- The hearing procedure, including the right to representation at the hearing by either an advocate or an attorney;
- Information concerning parental rights to review student records, and also concerning right to expungement of records under N.C. Gen. Stat. § 115C-402; and
- Contact information to assist parents in any language translation needed.

### *Right to Hearing*

The student's parent may request, in writing, a hearing before the CEO. The request may be made electronically and must be made within three (3) days of receiving notice from the principal for the suspension.

If no timely request is made, the CEO Director shall proceed to review the relevant evidence and uphold or modify the decision.

Upon receipt of the request for a hearing, the CEO shall give the student and parent reasonable notice of the time and place of the hearing. The procedures set forth in "Student Discipline Hearing Procedures for Long-Term Suspensions and 365-Day Suspensions" will govern the hearing before the CEO." A copy of that Policy will be included in the notice to the parent.

### *Right to Appeal to Board*



The parent has a right to request an appeal of the CEO's decision to the Board and must submit written notice of such appeal within 3 days of receipt of the CEO's Final Decision. The appeal procedures found in Section G "Student Discipline Hearing Procedures for Long-Term Suspensions and 365-Day Suspensions" will govern the appeal.

### *Students with Disabilities*

Students with disabilities are subject to federal and state laws applicable to suspensions and all procedures and rights set forth in relevant statutes and State Board of Education Policies will govern the discipline decisions for those students.

## **STUDENT DISCIPLINE HEARING PROCEDURES FOR LONG-TERM SUSPENSIONS AND 365-DAY SUSPENSIONS**

### *Request for Hearing*

A parent whose child has been recommended for either a long-term suspension or a 365-day suspension may request a hearing before the CEO. The request must be in writing and addressed to the CEO. The request must be made within three (3) days of the parent's receipt of notification of the recommendation from the principal.

Upon receipt of the request, the CEO will give the student and parent notice of the time and place of the hearing. If no request is made or if the parent fails to appear for a hearing, the CEO shall proceed to review the evidence and enter a final decision as soon as possible.

The CEO may grant a postponement of the hearing for good cause shown by either party.

The suspension is not effective pending the outcome of the first-level hearing before the CEO or the parent's waiver of such hearing.

### *Hearing Procedure*

In the event a hearing is requested, the following rules govern all disciplinary hearings before the CEO:

- The hearing will be informal and conducted in private. Rules of evidence do not apply.
- Prior to the hearing, the student and his or her parents and representative will have an opportunity to review any audio or video recordings of the incident and, consistent with federal and state student records laws and regulations, the information that may be presented as evidence against the student, including statements made by witnesses whose names are withheld in accordance with number 5, below.
- The student has the right to be present at the hearing, to be accompanied by his or her parents, and to be represented by an attorney or non-attorney advocate. Witnesses should be present only when providing information.



- At least 3 school days before the hearing, both the principal and the student, the student's parent, or the student's attorney or non-attorney advocate will provide a copy of all documentary evidence to be presented at the hearing to the CEO. The CEO will provide a copy of all documentary evidence submitted to both the principal and the student, the student's parent, or the student's attorney or non-attorney advocate at the hearing.
- The school representatives will present witnesses and evidence first, and have the burden of proving: the misbehavior; the violation of board policy, the Code of Student Conduct, school standards, or school rules; and the appropriateness of the recommended consequence for the violation. Witness names may be withheld if identification could threaten the witness's safety.
- The student or representative may then present their evidence, including oral testimony and documents, relating to the allegations and relating to the incident leading to the suspension. The student or representative may present any mitigating factors.
- Both parties may question witnesses appearing at the hearing.
- The CEO is authorized to control the length of the hearing and to limit questioning if it is irrelevant, repetitive, or unproductive.
- The student has the right to have a record made of the hearing.
- The student has the right to make his or her own audio recording of the hearing. The student is asked to disclose whether she or he is recording the hearing.

#### *Decision of CEO*

Based on substantial evidence presented at the hearing, the CEO shall decide whether to uphold, modify, or reject the principal's recommendation. The CEO Director shall decide the case within 3 school days of the hearing and will immediately inform the principal, and shall also notify the parents as provided in Section D, "Notice of Final Decision."

#### *Notice of Final Decision*

The CEO shall immediately send notice of the Final Decision via certified and electronic mail to the student and parent. The notice must include:

1. The basis for the decision, including relevant facts, policies, and rules;
2. Notice of the right to appeal the decision to the Board;
3. Notice regarding the information that will be included in the student's official record pursuant to N.C. Gen. Stat. § 115C-402;
4. Any notice of the student's right to petition to the Board for readmission, if applicable. See N.C. Gen. Stat. 115C-390.12;
5. Notice of the determination whether to offer alternative education services to the student.

#### *Implementation of Decision*

Following issuance of the Final Decision and Notice, the CEO Director shall impose the disciplinary action decided upon.



### *Alternative Education Services*

The CEO shall offer alternative education services to a student who receives a long-term suspension or a 365-day suspension unless the CEO provides a significant reason for declining such services. Any appeal of this decision to the Board must be made in writing within 5 days of receipt of the denial. The hearing procedures are described in the following section, "Hearing Before the Board."

### *Hearing Before the Board*

- A parent may appeal an imposed long-term or 365-day suspension to the Board. The appeal must be in writing, addressed to the CEO, and must be submitted within 3 days of the receipt of the Final Decision of the CEO. Electronic notice of appeal is acceptable.
- The CEO will notify the Board Chair who may appoint a panel of the Board consisting of no fewer than 3 members of the Board.
- The CEO will notify all parties of the hearing and will provide to the panel the record from the appeal to CEO.
- No new evidence will be admitted at the hearing before the panel unless the panel, in its discretion and with due notice to all parties, permits such additional evidence.
- Both parties may submit written arguments to the panel.

### *Decision of the Board*

The panel will render its decision in writing within 5 days of the Hearing and will notify all parties, including the Board Chair, in writing of the decision. The panel is deemed to have rendered the Decision on behalf of the full Board.

The suspension remains in place pending the appeal to the Board, the conduct of the hearing, and the issuance of the panel's Decision. The suspension also remains in place in accordance with the panel's Final Decision if such decision upholds the suspension.

### *Appeal of Decision of the Board*

A decision of the Board to uphold a long-term or 365-day suspension is subject to judicial review pursuant to Article 4 of Chapter 150B of the General Statutes. The Petition for Judicial Review must be filed within 30 days of the decision of the Board.

## **EXPULSION**

### *Definition and Scope*

An expulsion is the indefinite exclusion of a student from school enrollment for disciplinary purposes. Upon the recommendation of the CEO, the Board may expel a student who is 14 years of age or older for misbehavior if the student's continued presence in school constitutes a clear threat to the safety of other students or employees. During the expulsion, the student is not entitled to be present on educational property and is not considered a student of the charter school.



### *Notice to Parents*

The CEO must provide the student's parent with written notice of the recommendation for expulsion by the end of the workday during which the expulsion is recommended when reasonably possible or as soon thereafter as practicable. The notice must be written in plain English and, when appropriate language resources are readily available, also in the parent's native language. The notice must contain the following elements:

- The notice type (i.e., notice of expulsion);
- Description of the incident and the student's conduct that led to the recommendation;
- The specific provision(s) of the Code of Student Conduct that the student allegedly violated;
- The specific process by which the parent may request a hearing to contest the decision and the deadline for making the request;
- The process by which the hearing will be held, including all due process rights to be accorded to the student during the hearing;
- Notice of the right to attain an attorney to represent the student in the hearing process;
- Notice that an advocate, instead of an attorney, may accompany the student to assist in the presentation of the appeal;
- Notice of the right to review and obtain copies of the student's educational records prior to the hearing;
- Information concerning right to expungement of records under N.C. Gen. Stat. § 115C-402; and
- The identity and phone number of a school employee whom the parent may call to obtain assistance in receiving a Spanish translation of the English language information included in the document. (This information must be provided on the notice in both English and Spanish.)

### *Right to a Hearing*

The student or parent may request a hearing within five days of receiving notice of the CEO's recommendation that the student be expelled. The hearing will be scheduled with the Board within five days of the CEO's receipt of the hearing request. The superintendent shall notify the student and parent of the date, time, and place of the hearing. The hearing will be conducted pursuant to "Student Discipline Hearing Procedures for Long-Term Suspensions and 365-Day Suspensions", except that the CEO or designee will represent MCS and the board or a panel of the board will be the decision maker. Unless the Board requests otherwise or doing so would create a substantial threat of unfairness, the Board will limit presentations of testimony to the student, the student's parent and representative, and MCS's representative. The Board, at its discretion, may request additional information or evidence.



The Board may review any records created by the CEO's recommendation. The Board will review the CEO's recommendation to ensure that: (1) there was a reasonable basis for determining that the student engaged in the specified misbehavior; (2) a board policy, the Code of Student Conduct, a school standard or a school rule was violated; (3) the recommended consequence for the violation is reasonable; and (4) procedures established by Board policy were followed.

If a hearing is not requested by the student or parent, the CEO shall submit written evidence to support his or her recommendation to the Board. The Board may elect to request a hearing or to request additional records and documents.

When the Board decides to expel a student, the Board will document the basis for its determination that there is clear and convincing evidence that the student's behavior indicates that the student's continued presence in school constitutes a clear threat to the safety of other students or employees. The Board also will consider and make a written determination of whether alternative education services are to be provided to the expelled student. Regardless of whether MCS provides alternative education services, the Board expects school system administrators to work with other agencies to help the student and parent identify other types of services that may be of assistance to the student.



## **REQUESTS FOR READMISSION OF STUDENTS SUSPENDED FOR 365 DAYS OR EXPELLED**

All requests for readmission of students who have been suspended for 365 days or expelled will be considered in accordance with the procedures set out below.

### *Requests by Students Suspended for 365 Days*

A student who is serving a 365-day suspension may submit a request to the CEO for readmission any time after the 180th calendar day of his or her suspension. Upon receipt of the request, the CEO shall offer the student an opportunity for an in-person meeting to be held within 5 days. The student may provide documents in support of the request, such as signed statements from individuals knowledgeable about the student or documents verifying that the student is participating in or has completed counseling or rehabilitation programs. If the student demonstrates to the satisfaction of the CEO that the student's presence in school no longer constitutes a threat to the safety of other students or employees, the CEO must readmit the student.

Within 30 days of the student's request, the CEO shall provide written notice of his or her decision to the student, the student's parents, and the Board. If the CEO decides to readmit the student, the notice will include the date of readmission, the school or program to which the student will be assigned, and any reasonable restrictions placed on the readmission. If the CEO rejects the request for readmission, the notice will advise the parents of the right to appeal the decision to the Board. Any appeal to the Board must be made in writing within 5 days of receipt of the CEO's decision. The CEO shall inform the Board chairperson of the request for an appeal and arrange in a timely manner a hearing before the Board. The hearing will be conducted in accordance with Section G of "Student Discipline Hearing Procedures for Long-Term Suspensions and 365-Day Suspensions." The Board will provide the student, the student's parent, and the CEO written notice of its decision within 30 days of receiving the appeal of the CEO's decision.

If the request for readmission is denied, no subsequent requests from the student will be considered during the 365-day suspension.

### *Requests by Expelled Students*

A student who has been expelled may submit a request to the Board for readmission any time after 180 calendar days from the start date of the student's expulsion. The request must be in writing and may be submitted electronically to the CEO who will forward the request to the Board Chair, along with the CEO's recommendation regarding disposition of the request. The Board chair immediately will forward the request to the CEO, who shall arrange in a timely manner a hearing before the Board. The hearing will be conducted in accordance with "Student Discipline Hearing Procedures for Long-Term Suspensions and 365-Day Suspensions." After considering the student's request and the CEO's recommendation regarding readmission, if the Board determines that the student



has satisfactorily demonstrated that this or her presence in school no longer constitutes a clear threat to the safety of other students or employees, the Board will readmit the student. The Board will notify the student, the student's parents, and the CEO in writing of its decision within 30 days of the submission of the request for readmission.

If the Board decides to readmit the student, the notice will include the date of readmission, the school or program to which the student will be assigned, and any reasonable restrictions placed on the readmission. If the student was expelled as a result of assaulting or injuring a teacher, the student will not be returned to that teacher's classroom following readmission without the teacher's consent.

If the expelled student's request for readmission is denied, the Board will not consider a subsequent request for readmission of that student until 180 days after the submission of the previous request.

### **ClassDojo**

The ClassDojo helps us create an open communication channel and maintain a positive learning environment. Teachers can reward points for positive behaviors and hard work, as well as document negative behavior and comments. By working hard on a regular basis, your child will be able to earn points towards participation in fun events and activities. Some rewards include but are not limited to: in-class incentives decided by the classroom teacher and an opportunity to use points to shop at our school store, the "Maverick Cart" monthly, where they may purchase toys, treats, coloring books, pencils, etc. Contact your child's teacher for more details.



## Retention Policy

### Purpose

The purpose of this policy is to establish guidelines and procedures for identifying and supporting students in the State of Georgia who are at risk of academic failure, ensuring that retention decisions are made in the best interest of the student's educational progress.

### Policy Statement

Retention in the same grade is considered when a student does not meet the academic, developmental, or social-emotional benchmarks necessary for promotion. Retention decisions must involve collaboration among educators, parents/guardians, and other stakeholders, emphasizing interventions to support the student before retention is recommended.

### Retention Guidelines

#### 1. Identification of At-Risk Students

- Teachers and school staff will monitor student performance through a variety of formal and informal assessments, classroom assignments, and other assignments to determine student performance.
- Students performing below grade-level standards in core areas (e.g., reading, mathematics) will be identified as at risk.
- Other factors, including attendance, behavior, and developmental milestones, will also be considered.

#### 2. Intervention Strategies

- Movement School will implement a Multi-Tiered System of Support (MTSS) or Response to Intervention (RTI) to address academic and behavioral challenges.
- Interventions will include:
  - Tutoring or remedial instruction.
  - Small group or one-on-one instruction.
  - Counseling or social-emotional support.
  - Parent/guardian involvement in support plans.



### **3. Retention Decision-Making Process**

- A Student Support Team (SST) will review the student's academic progress, interventions provided, and any other relevant data.
- The SST must include:
  - The classroom teacher(s).
  - A school administrator.
  - The parent/guardian.
  - Other relevant personnel (e.g., school counselor, special education staff).
- Parent/guardian input is required, and they will be notified of the risk of retention early in the academic year.

### **4. Criteria for Retention**

Retention may be considered if:

- The student fails to meet promotion criteria outlined by Georgia's Department of Education.
- The student demonstrates significant deficiencies in core academic areas despite interventions.
- Retention is determined to benefit the student's academic, social, or emotional development.

### **5. Exceptions**

Retention may not be applied if:

- The student has already been retained once in their current grade.
- The student has an Individualized Education Program (IEP) or 504 Plan that suggests alternative measures.
- Retention is determined to negatively impact the student's emotional well-being or progress.

### **6. Appeals Process**

- Parents/guardians may appeal retention decisions by submitting a written request to the school principal or district administrator within ten business days of notification.
- An appeal review committee will consider the case and provide a final decision.



## **Support for Retained Students**

Students retained under this policy will receive:

- A personalized educational plan (PEP) outlining specific interventions and supports.
- Access to summer school programs or additional academic support.
- Regular monitoring and adjustment of instructional strategies to meet their needs.



# MOVEMENT SCHOOL

Type:	Procedure/Policy
NEPN Code:	
Title:	Exceptional Children Policy
Status:	Adopted 10-31-24

The Movement Schools Atlanta Governing Board (“Board”) adopts the following policy which shall be effective on the date that the policy is adopted by the Board. If applicable, once adopted this policy replaces any previously approved school policy currently in place that provided direction on the items in this policy.

## **SECTION 1: SPECIAL EDUCATION**

Special education is an integral part of Movement School and is not viewed as a separate order. Rather, as an opportunity to participate in the creation and maintenance of a total educational environment suitable for all children. The particular function of special education within Movement is to identify children with exceptionalities and to aid in both regular and special programming to build accommodative learning opportunities for all of our students. Individualized instruction and student achievement are valued by Movement School. This is evident through the services that are available, including:

1. Access to the general curriculum and intervention programs designed to provide maximum opportunities for instruction in the general-education setting
2. Full continuum of services, including: consultation, inclusion, small group classes, and self-contained settings
3. Related services that include but are not limited to speech, occupational and physical therapy
4. Specialized instruction for students with hearing, visual and physical disabilities
5. Modified materials, including but not limited to audio books, large-print materials and specialized equipment and furniture
6. Accessible space in schools to meet the needs of students with physical disabilities
7. Appropriate technology to support students



# MOVEMENT SCHOOL

## **SECTION 2: PROJECT CHILD FIND**

Project Child Find is a part of a federal law called the Individuals with Disabilities Education Act (IDEA) that mandates schools to locate and identify children and youth ages 3-21 with suspected disabilities who may be entitled to special education services.

Movement will provide parents information on Child Find in the student handbook and also on the Movement website. Movement faculty and staff will assist in the Child Find process in the following ways:

- If a faculty or staff suspects that a child may have a disability and that they would be entitled to receive special education and related services, they will consult with the EC coordinator at the school.
- If faculty or staff know of a child with disabilities who is not in school or receiving services/assistance they will: Give the parent/guardian a copy of the Project Child Find brochure.
- Educate the parent/guardian about the referral process and special education and related services that may be offered if the student is found to have a disability.
- Encourage the parent/guardian to contact the school or EC Department to request an evaluation.

## **SECTION 3: ASSESSMENT, DETERMINATION, ACCOMODATION (IEP & 504 PLANS)**

When a teacher and/or parent suspects delays in the development of speech-language, readiness, motor, social-behavior, academic, and self-help skills a meeting will be called to discuss. A meeting with the MTSS Coordinator will be scheduled to determine appropriate next steps. Once deemed necessary by a student's progress in the multi-tiered system of support, the EC Coordinator will be contacted and a request for an evaluation will be considered for Exceptional Children services.

## **SECTION 4: TRANSFER OF EXCEPTIONAL CHILDREN**

Movement will accept transfers of IEPs and 504 plans from Georgia and other states. Parents must indicate on their enrollment forms that a student has an active IEP or 504 plan in place. Movement will request transfer of records prior to the first day of school. Transfer Students-If a student transfers to Movement and has a current IEP from out of state, the IEP team is required to provide comparable services until the student is found eligible in Georgia and a new IEP is developed. Exceptional Children's services will be in place from the time of enrollment.



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## **SECTION 5: CONTINUUM OF SERVICES**

Special education takes many forms and can be provided within a broad spectrum of educational environments. Children with special educational needs should be served in general education classes to the maximum extent possible. Movement believes that the goal of educating exceptional children with non-exceptional children is desirable as long as it maximizes the progress of the child's educational, social, and emotional development. However, we understand that this is not always possible and/or beneficial to the students involved and that a Continuum of Services, ranging from general education class programs to homebound instruction, is available to meet the needs of children with exceptionalities.

## **SECTION 6: CONFIDENTIALITY**

Faculty and staff are to maintain confidentiality at all times and ensure the protection of the confidentiality of any personally identifiable data, information, and records collected or maintained by the school pursuant to Part B of the IDEA, and consistent with Georgia law, including, but now limited to GA SBOE Rules 160.4-7-08, 160.4.7-.09 and 160-4-7.11.

## **SECTION 7: DUE PROCESS**

The following procedures are Movement School's impartial due process hearing procedures pertaining to the identification, evaluation, or educational placement of student who, because of a disability, need or a believed to need related services and other supports under Section 504 of the Rehabilitation Act of 1973.

For disputes about the identification; evaluation; placement; provision of a free appropriate public education; and discipline of students under the Individual with Disabilities Education Act ("IDEA"), parents/guardians should follow the following procedure:

### ***Request for Section 504 Impartial Due Process Hearing***

The parent/guardian of a student (or an adult student) with a disability as defined by Section 504 of the Rehabilitation Act of 1973 ("Section 504") may request an impartial hearing to resolve disagreements related to the identification, evaluation, or educational placement of the student.

*Scope of Jurisdiction for a 504 Impartial Due Process Hearing*



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1. A 504 Impartial Due Process Hearing (“504 Hearing”) is available to resolve disagreements relating to the identification, evaluation, or educational placement of a student with a disability, as provided in Section 504.
2. A 504 Hearing is not available for disagreements arising under Section 504 that do not relate to identification, evaluation, or educational placement.
3. A 504 Hearing is not available for disputes or disagreements that can be addressed through the due process procedures set forth in the Individuals with Disabilities Education Act.

## Parties to a 504 Hearing

1. The parties to a 504 Hearing are (1) the parent/guardian of a minor student with a disability under Section 504, or the student if 18 or older (the “Complainant”); and (2) Movement School’ administration, represented by the district’s Section 504 Coordinator (“504 Coordinator”) or designee (the “Respondent”).
2. To be eligible for a Section 504 Hearing, a student must be enrolled in Movement School. Withdrawal from enrollment is grounds to reject a request for hearing or terminate a hearing procedure that is in process.

## Request for a 504 Hearing

1. A request for a 504 Hearing shall be made in writing and directed to the 504 Coordinator.
2. A hearing must be requested within sixty (60) calendar days of the decision giving rise to a dispute related to the identification, evaluation, or educational placement of a student.
3. A request for a 504 Hearing must include the following information:
  - a) The name, street address, mailing address (if different), telephone number, and e-mail address (if available) of the Complainant;
  - b) The name of the student, residence address of the student (or available contact information in the case of a homeless student), and name of the school the student is enrolled in and attending;
  - c) A description of the decision(s) made by the school giving rise to the dispute, including facts and dates relating to such decision(s) and the name(s) of the individual(s) who made such decision(s);
  - d) A specific description of how the decision(s) violated Section 504; and
  - e) A proposed resolution to the dispute to the extent known or reasonably available to the Complainant at the time.



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4. When the Complainant requests a 504 Hearing, he or she must bring all claims and all potential claims that can be raised at the time Complainant makes his or her request.
5. A Complainant may, in lieu of a 504 Hearing, make a written request for a hearing before the board. If a Complainant requests a hearing before the board, he or she waives his or her right to a hearing by an impartial hearing officer. Upon request of the Complainant, the board will hold a hearing. The board will provide a written response within thirty (30) days after receiving the request, unless further investigation is necessary, or the hearing necessitates that more time be taken to respond.

## **SECTION 7.2: Screening by 504 Coordinator**

1. The 504 Coordinator shall review the request for a 504 Hearing in consultation with the board attorney.
2. The 504 Coordinator may deny a 504 Hearing request if the request does not meet the criteria of Sections I, III, or IV.
3. The 504 Coordinator also may deny a 504 Hearing request if the request does not present a viable claim under Section 504. This provision is to avoid unnecessary expense and educator time in addressing clearly unmeritorious claims, analogous to the manner in which unmeritorious claims in judicial proceedings may be resolved without trial through dismissal or summary judgment. In making this decision, the 504 Coordinator shall not deny a claim merely because the 504 Coordinator thinks the claim is unlikely to prevail. Rather the board attorney shall be guided by the standards of state and federal law.
4. The 504 Coordinator may deny the 504 Hearing request if any of the following are true:
  - a) The same or similar allegation(s) based on the same operative facts has been previously decided;
  - b) The board has recently investigated or is currently investigating the same or similar claim(s) based on the same operative facts in the same school year for the same student;
  - c) The same or similar claim based on the same operative facts has been filed by either the Complainant or someone other than the Complainant against Movement School through the board's internal grievance procedures or another federal, state, or local civil rights enforcement agency; or
  - d) The board obtains credible information indicating that the allegations raised by the Complainant are currently resolved and are therefore no longer appropriate for investigation.



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5. The 504 Coordinator may communicate with the Complainant to clarify and/or narrow the request for hearing.
6. The 504 Coordinator shall notify the parties of his/her decision as to whether the parent is entitled to a 504 Hearing. If a request for a 504 Hearing is denied in full or in part, the notice shall identify the reason(s) for the denial.
7. The 504 Coordinator shall complete his/her review and notify the parties within fourteen (14) calendar days of receipt of the hearing request if feasible. This time period may be extended if it is necessary for the 504 Coordinator to communicate with the Complainant.

### **SECTION 7.3: Appointment and Engagement of an Impartial Hearing Officer (IHO)**

1. Within ten (10) school days of the written notice from the 504 Coordinator approving a 504 Hearing, or as soon thereafter as is feasible, the 504 Coordinator shall appoint an Impartial Hearing Officer (“IHO”).
2. The IHO shall have expertise and experience in disability law. The 504 Coordinator will consult with the board attorney regarding suitable IHOs.
3. The 504 Coordinator and the Movement School Finance Officer shall approve and execute an Engagement Agreement with the IHO. The Engagement Agreement shall include a reasonable “Not to Exceed” amount. If the “Not to Exceed” amount precludes a 504 Hearing, then Movement School shall renegotiate the Engagement Agreement with the IHO.

### **SECTION 7.4: Pre-Hearing Procedures**

1. Within ten (10) school days after execution of the Engagement Agreement, the IHO shall arrange a pre-hearing conference with the parties. The pre-hearing conference may be by telephone.
2. At the pre-hearing conference, the IHO shall:
  - a. Secure a date, time, and location for the hearing that is convenient to both parties and, if feasible, schedule to commence within thirty (30) calendar days of the pre-hearing conference;
  - b. Ascertain whether the parties will be represented by counsel at the hearing; and
  - c. Identify the specific issues to be addressed during the hearing based on the request for hearing, the proposed resolution provided by the Complainant, and the board attorney’s screening of the request for hearing.
3. After the pre-hearing conference, the IHO shall notify the parties of the results of the pre- hearing conference and any other relevant matters concerning the hearing.



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4. The parties shall provide to each other and the IHO a list of witnesses and any documents to be presented during the hearing at least five (5) school days in advance of the hearing, unless otherwise permitted by the IHO for good cause shown. The IHO has the authority to exclude any documentary evidence which was not provided and any testimony of witnesses who were not identified at least five (5) school days before the hearing.
5. Each party shall be limited to ten (10) witnesses, unless otherwise permitted by the IHO for good cause shown.
6. If the Complainant designates more than five (5) Movement School employees as witnesses, Movement School may elect to have no more than five (5) of such designated witnesses attend the hearing. On request of Movement School, the IHO may rule that any Movement School employee designated as a witness by the Complainant need not appear if the witness's testimony appears likely to be redundant, irrelevant, or of marginal value.
7. Documentary evidence shall be directly related to the specific issues identified by the IHO during the pre-hearing conference.
8. Each party shall be limited to five hundred (500) pages of documents (not counting 504 plans, evaluation results, meeting notes, and notices of meetings), unless otherwise permitted by the IHO for good cause shown.
9. If a party submits for evidence any audio recordings exceeding sixty (60) minutes cumulative, the party shall identify (by minute and seconds) the portion(s) of the recording to be presented as evidence and a "best efforts" transcription of such portion(s).
10. The 504 Coordinator shall arrange for a tape recording of the hearing. Each party will be entitled to receive a copy of the tape recording. In addition, if requested by either party, the IHO shall arrange for the hearing to be recorded by a court reporter who is to be paid for his or her attendance by the party requesting the court reporter.

## **SECTION 7.5: Hearing Procedures**

1. A hearing is to be completed within sixty (60) school days of appointment of execution of the Engagement Agreement, unless an extension of time is granted at the request of either party for good cause shown or by mutual agreement of the parties.
2. A hearing is not to last more than two (2) days. Accordingly, each party shall be limited to two hundred forty (240) minutes of hearing time to present his or her main case and rebuttal (not counting cross-examination time or questions by the IHO). Parties shall organize their cases so as to make their presentations within these time limitations.



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3. The Georgia rules are instructive, but not controlling; the IHO may admit any evidence deemed, in his/her sole discretion, to be competent and relevant.
4. The party requesting the hearing carries the burden of proof.
5. The parties have the following rights in a hearing:
  - a) To be represented by legal counsel with each party being responsible for its own attorney's fees;
  - b) To present evidence and cross examine witnesses;
  - c) To request that the IHO prohibit the introduction of evidence and testimony of any witnesses that were not disclosed five (5) business days prior to the hearing;
  - d) To obtain a copy of the tape recording of the hearing;
  - e) To obtain at their own expense a copy of the transcript of the hearing, if the hearing is recorded by a court reporter;
  - f) To submit a pre-hearing statement at least forty-eight (48) hours prior to the hearing; and/or a post-hearing statement within seven (7) calendar days after the hearing.
6. In connection with the hearing, the IHO shall:
  - a) Maintain an atmosphere conducive to fairness and civility;
  - b) Maintain impartiality;
  - c) Ensure that the evidence in the hearing is relevant to the issues identified at the pre-hearing conference, or to any subsequent amendment of the issues if such amendment is mutually agreed upon by the parties or otherwise permitted by the IHO for good cause shown;
  - d) Maintain accurate record of the proceedings; and
  - e) Efficiently move the case to conclusion within the two (2) day limitation.

## **SECTION 7.6: Decision of Impartial Hearing Officers**

1. A written decision shall be issued to all parties setting forth the IHO's Findings of Fact and Conclusions of Law based on the evidence presented in the hearing.
2. The decision shall be issued within thirty (30) calendar days after the conclusion of the hearing, unless extended for good cause upon request of either party to the hearing.
3. The IHO shall apply the legal standards that would apply to a civil lawsuit alleging a violation of Section 504 within the jurisdiction of the Fourth Circuit Court of Appeals.
4. The IHO's decision is final and binding on all parties unless either party files a timely appeal.



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## **SECTION 7.7: Appeal**

Either party may appeal, in writing, to any entity with competent jurisdiction, within fourteen (14) calendar days after receipt of the decision. Movement School does not by these 504 Hearing procedures purport to confer jurisdiction on a court. The rules and procedures of the entity to which an appeal is made shall govern the proceeding(s).

## **SECTION 7.8: Modification of Mutual Consent**

The parties may by mutual consent modify any of the procedures set forth herein, so as to achieve convenience or efficiency under the particular circumstances.

## **SECTION 7.9: Timelines**

The timelines specified in these procedures for action by Movement School employees/agents or the IHO shall be regarded as directory and subject to “best efforts,” but failure of Movement School employees/agents or the IHO to meet a timeline under these procedures shall not invalidate otherwise lawful actions or decisions.



## English Learner (EL) Student Policy

**Purpose:** The purpose of this policy is to provide clear guidelines for the identification, instruction, assessment, and support of English Learner (EL) students in Georgia. This policy ensures compliance with state and federal laws, including Title VI of the Civil Rights Act of 1964 and Title III of the Elementary and Secondary Education Act (ESEA), to guarantee equitable access to educational opportunities for all EL students.

### 1. Identification and Placement

**Home Language Survey (HLS)** Upon enrollment in a Georgia public school, all students must complete a Home Language Survey (HLS) to identify potential EL students. The survey determines if a language other than English is spoken at home or if the student's first language is not English.

**Screening** Students flagged by the HLS must be assessed using a state-approved English language proficiency (ELP) screener, such as the WIDA Screener or WIDA ACCESS Placement Test (W-APT), within 30 calendar days of the beginning of the school year or within 10 days if enrolled mid-year.

**Eligibility** Students scoring below the state-defined proficient level on the ELP screener are identified as EL students and are eligible for EL program services. Parents/guardians must be notified of the student's eligibility within 10 days of identification.

### 2. Instructional Services

**Program Models** EL students must receive instruction through one or more of the following research-based program models:

- **Pull-Out Instruction:** Students are taken out of the regular classroom for targeted English language development.
- **Push-In Support:** EL teachers or paraprofessionals provide support within the regular classroom.
- **Sheltered Instruction:** Content is delivered in a way that makes it accessible to EL students while promoting English language development.
- **Dual Language or Bilingual Education:** Instruction is provided in both English and the student's native language, when feasible.



Individualized Learning Plans (ILPs) An Individualized Learning Plan (ILP) must be developed for each EL student to address their specific needs and outline goals for English language proficiency and academic achievement.

Teacher Qualifications Teachers providing EL services must hold the appropriate endorsements or certifications in English to Speakers of Other Languages (ESOL).

### **3. Assessment and Progress Monitoring**

Annual Assessment EL students must participate in the state's annual English language proficiency assessment, such as WIDA ACCESS for ELLs, to measure progress in listening, speaking, reading, and writing.

Statewide Testing EL students must also participate in Georgia's statewide academic assessments with appropriate accommodations as determined by their ILP or 504 Plan, if applicable.

Exit Criteria Students will exit EL status when they meet the state-defined proficiency level on the ELP assessment and demonstrate sufficient academic achievement in their content areas. Exited students will be monitored for four years to ensure continued success.

### **4. Parent and Community Engagement**

Parent Notifications Parents/guardians must be informed about EL program placement, services, progress, and exit criteria in a language they can understand. Schools must provide translation and interpretation services as needed.

Parent Involvement Schools must involve parents/guardians in decision-making processes, including ILP development and program evaluation, through meetings, workshops, and surveys.

Community Partnerships Schools are encouraged to collaborate with community organizations to provide additional support for EL students and their families, such as tutoring, mentorship, and access to social services.

Professional Development Schools: Movement will offer ongoing professional development for teachers and staff to enhance their ability to support EL students effectively. Topics will include:

- Strategies for English language development
- Culturally responsive teaching



- Differentiated instruction for diverse learners
- Compliance with federal and state EL requirements

## 6. Accountability and Program Evaluation

Data Collection: Movement School will maintain accurate data on EL student identification, services, progress, and outcomes to ensure compliance with state and federal reporting requirements.

Program Evaluation: Movement School will regularly evaluate the effectiveness of EL programs and services. Adjustments will be made to ensure EL students are achieving English language proficiency and academic success.

## CHARTER FOR MOVEMENT SCHOOL ATLANTA

This charter for Movement School Atlanta (“Charter”) is entered into by and between Movement Charter Schools, Inc. (“Petitioner”) and the State Charter Schools Commission of Georgia (“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 Movement School Atlanta (“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.
2. Charter Term. The SCSC grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2025 and expiring on June 30, 2030. Petitioner shall not start operations for the

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Charter School in the same year that it starts operations for Movement School Athens, a separate charter school approved by the SCSC.

3. Grade Range. The Charter School shall serve grades K-5. The Charter School's total enrollment shall be at least 113 students but shall not exceed 624 students at any point during the charter term.
4. Mission Statement. Movement School Atlanta exists to love and value scholars and communities by leading a movement of excellence in education. In partnership with our families, we equip our scholars with the tools to close generational gaps through self-efficacy, access to world-class instruction, and financial education.
5. School Educational Model and Instructional Days.
  - a. Essential or Innovative Features. The Charter School will incorporate problem-based learning and offer a modified year-round schedule and additional instructional hours to mitigate learning loss and help students catch up academically. Led by its teachers, the Charter School will have additional instructional time at the end of each day and summer learning to remediate learning gaps and prevent learning loss. Furthermore, Movement Schools will incorporate financial and entrepreneurship education into the curriculum.
  - b. The Charter School shall deliver instruction to students at a brick-and-mortar location for the number of school days of education required by O.C.G.A. 20-2-168(c) and SBOE Rule 160-5-1-.02 unless the Charter School receives advanced written approval from the SCSC Executive Director to deliver instruction through an alternate model for a specified number of school days. The SCSC Executive Director has sole discretion to evaluate and determine whether to approve a request from the Charter School pursuant to this paragraph.
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 Clayton County Public Schools, Fulton County Schools, DeKalb County School District, or Atlanta Public Schools.
  - b. Application. Prospective students must submit an application to the Charter School by the deadline set by the Charter School to be eligible for enrollment. The Charter School shall require proof of residency in the Attendance Zone at the time of application or enrollment.

The application process must comply with O.C.G.A. § 20-2-2066 and SCSC Rule 691-2-.05. The application shall only request information to identify the student and determine the grade to which the student will be enrolled, including the student's name and grade as well as basic contact information for the parent, such as a telephone number and email address. 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

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Charter School may gather other relevant information from students in compliance with applicable law 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 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;
  - ii. A sibling of a student enrolled in the Charter School; and
  - iii. Children who matriculate from a pre-kindergarten program which is associated with the Charter School, including, but not limited to, programs which share common facilities or campuses with the school or programs which have established a partnership or cooperative efforts with the school.
- e. Weighted Lottery. In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School may implement a weighted lottery. Prior to publishing its weighted lottery procedures or implementing the weighted lottery, the Charter School shall obtain written approval from SCSC staff of its weighted lottery procedures and the subset(s) of educationally disadvantaged students to which the weighted lottery will apply.
  - i. An increased chance of admission will be provided to at least one of the following subsets of educationally disadvantaged students with each subset as defined by the State Board in accordance with federal guidelines and regulations:
    1. Students who are economically disadvantaged;
    2. Student with disabilities;
    3. Limited English proficient students;
    4. Neglected or delinquent students; and
    5. Homeless students.
  - ii. To facilitate the weighted lottery, applicants may indicate their educationally disadvantaged status on the admissions application and the Charter School shall verify this status as part of the registration process.
  - iii. The Charter School shall make good faith efforts to confirm educationally disadvantaged status prior to the lottery, but shall not be required to re-administer the lottery or change a student's lottery status in the event any student's failure to provide appropriate documentation of such status results in a lower or higher percentage of educationally disadvantaged students being accepted into the Charter School.
  - iv. The weight shall be calculated annually with the formula  $W = (PA - PE) / (E - PE)$ , provided however, the weight shall be no less than 4:1.
  - v. The variables of the weighted lottery formula described above shall be defined as follows:

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1. "P" shall be equal to the percentage of educationally disadvantaged students in the prioritized subset within the local school system in which the Charter School is located as measured by the Governor's Office of Student Achievement for the previous school year. In the event the percentage of educationally disadvantaged students in the local school system in which the Charter School is located is more than 50%, P shall not exceed 50%.
  2. "A" shall be equal to the total number of Kindergarten applications from all students.
  3. "E" shall be equal to the number of Kindergarten applications from students who qualify as educationally disadvantaged.
- vi. Upon the request of Petitioner after the second year of weighted lottery implementation, the SCSC agrees to review and consider revisions to this provision to confirm its efficacy based on the Petitioner's current student enrollment.
- f. 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

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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. Reserved.
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, forms 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. If 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 consistent 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 relevant factors in making renewal decisions.**
  - 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, which may be amended through an administrative clarification:
    - i. The Charter School will outperform annually the Clayton County, DeKalb County, Fulton County, and Atlanta Public Schools averages in combined Developing, Proficient, and Distinguished averages on the Georgia Milestones.
    - ii. In each year of the charter term, 60% of the Charter School's students, including those identified as English Language Learners and students with disabilities, will meet or exceed their growth targets in literacy and math as measured by I-Ready and MAP, respectively.
    - iii. For each year the school has tested assessments, the Charter School will meet or exceed the following targets on the CCRPI as determined by Georgia's Accountability System in the areas:

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- a. Content Mastery, Closing Gaps and Readiness – the Charter School will score higher on each component than the defined comparison districts of Clayton County, DeKalb County, Fulton County, and Atlanta Public Schools.
    - b. Progress – the Charter School will have more scholars performing in the 35<sup>th</sup>-100<sup>th</sup> growth percentiles than the defined comparison districts of Clayton County, DeKalb County, Fulton County, and Atlanta Public Schools.
  - iv. The Charter School will reduce the annual percentage of third graders performing below grade level from the beginning of the year to spring as measured by a nationally recognized benchmark assessment system.
  - 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 provide additional information or documentation regarding its performance to the SCSC or make an annual, in-person report to the SCSC Board (“Performance Review Presentation”). At least one Charter School governing board member and one Charter School staff member must attend an Annual Performance Review Presentation. Additional information, documentation or presentations must be in the form and manner as requested by the SCSC.
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 education laws and regulations applicable to students with disabilities, 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 education 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

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reauthorization as the Every Student Succeeds Act and any subsequent amendment thereto and provisions of state law or regulation that implement 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 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.
- 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 avoid 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.
  - iv. The Governing Board shall not vote on any official business, policy or public matter by e-mail.
- 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

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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. Governing Board Eligibility
- i. 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.
  - ii. No person who has an immediate family member sitting on the Governing Board or serving as the Charter School's superintendent, Head of School, principal, assistant principal, or administrative staff can serve on the Governing Board unless the person discloses the conflict to the Governing Board in a writing wherein he or she agrees to recuse themselves from any discussion and/or Commission action regarding the immediate family member, and the Governing Board agrees to waiver of this provision in a public meeting. Immediate family member means a spouse, child, sibling, or parent or the spouse of a child, sibling or parent.

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- g. Conflicts of Interest. The Governing Board shall establish a formal policy to prevent and disclose conflicts of interest and comply with the requirements of O.C.G.A. § 20-2-2084(e) and this Charter. 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.
- h. 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.
- i. 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.
- j. 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 Charter 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 and submit its annual financial audit to the SCSC by November 1 each year or as otherwise required by applicable law. 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.
  - i. If the Charter School does not meet standards on the financial section of the CPF and/or circumstances at the Charter School indicate that its ability to manage funds may be compromised, the Charter School may be designated as financially at-risk and require more

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- frequent financial monitoring. The nature of the additional financial monitoring will be determined by the SCSC Executive Director or designee.
- ii. 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 the form and manner specified by the SCSC Executive Director or designee.
  - iii. This subsection shall not be construed to limit any other SCSC authority to require the Charter School to submit additional financial reports unrelated to financial at-risk monitoring or deficit reduction.
- 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. Under no circumstances shall any surplus funds be distributed to the Charter School's board member(s), educational service provider or educational management organization. This subsection shall be construed consistent with the provisions of O.C.G.A. § 20-2-167(a)(5).
- 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

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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. If the SCSC terminates the Charter or the Charter expires, the Governing Board shall conclude the business and affairs of the Charter School and cooperate with the SCSC to the extent necessary to provide an orderly return of the students to their local school. The Charter School shall remit any surplus or unencumbered funds derived from state or federal grants existing as of the effective date of termination or expiration, and any furniture, equipment or other assets purchased with state or federal grant funds, to the SCSC in the manner specified by SCSC within sixty (60) days of the closure date. The SCSC is not 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 as of the closure date.
- 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. Inventory. The Charter School shall manage and maintain an inventory list of assets purchased with state funds as required by the SCSC.

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, but not limited to, the following provisions:

- 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.

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- 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.

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- 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. Charter School may only use the services of an Education Service Provider (ESP) if there is a written executed agreement with the ESP no later than July 1 prior to the Charter School beginning operations. If the Charter School elects to contract or amend a contract with an ESP 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 SCSC rules, practices, policies, and procedures established under the authority granted by O.C.G.A. § 20-2-2080 *et seq.* This Charter is deemed automatically amended to reflect applicable changes or additions to SCSC rules, practices, policies, and procedures upon their effective date.
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.

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- 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 except as permitted by O.C.G.A. § 20-2-2084(h). 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, and 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 free of charge or fee for immediate access by the school as well as the State Board, Department, SCSC, and State Auditor in accordance with this section.
  22. Records. The Charter School shall adopt a records retention policy consistent with retention schedules published by Georgia Archives and comply with the requirements of SBOE Rule 160-5-1-.14 "Transfer of Student Records" and accompanying guidance.
  23. Facilities. The Charter School shall comply with SCSC Rule 691-2-.06 State Charter School Sites and Facilities and the following requirements:

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- a. Facility Location. During the Charter School's first operational year serving students, the Charter School shall locate its facility(ies) within a local board of education that denied the Charter School's concurrently submitted petition.
  - b. Approval of Site and/or Facility. The Charter School shall adhere to the Georgia Department of Education (GaDOE)'s requirements or guidelines for site and facility approval, including but not limited to the GaDOE Guideline for Educational Facility Site Selection. 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 to the requirements in this Charter. The Charter School shall contact the GaDOE Facilities Services Division regarding the following:
    - i. Site Code. 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 student occupation of the site or facility may delay the date that students can start occupying the site or facility. Once site approval has been granted, the Facilities Services Division will issue the Charter School a site code.
    - 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.
    - iii. School Code. The Charter School shall contact GaDOE and request a school code after securing both a site code and facility code. The Charter School shall obtain a school code prior to student occupation of the site or facility.
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 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

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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 or by a third party on behalf of 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, including, but not limited to:

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- 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 various educational options available to students, 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 Records. The Petitioner shall retain ownership, including all incumbent responsibilities of an operational state charter school, of all records for a period of one year from the later of the date the charter contract expired, the date the charter contract was terminated, or the date the state charter school ceased operations. Incumbent responsibilities include, but are not limited to, transferring student records to public or private schools, schools operated by the Department of

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Juvenile Justice, and the local school system or schools from which the records are requested. After the one-year period, the Petitioner shall transfer all records, including student records, to the SCSC in the format and manner specified by the SCSC;

- c. School Website. The Charter School shall maintain the website of the Charter School for a minimum of twelve (12) 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;
- d. 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;
- e. 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;
- f. 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 records in accordance with applicable retention schedules beyond the operation of the Charter School. The Closure Monitor shall notify the SCSC of any action taken by the Charter School that is inconsistent with the its 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;
- g. 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
- h. 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.

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### 31. Pre-Opening Suspension and Deferral.

- 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 Executive Director 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 Executive Director.
- 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 Executive Director 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 Executive Director.
- c. Deferral. The Charter School may defer the opening of the Charter School upon submitting such decision in writing to the SCSC.
- d. Any pre-opening suspension imposed or deferral accepted under this Section shall not result in an automatic 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

## MOVEMENT SCHOOL ATLANTA

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. The terms of this Charter may be amended upon approval by the SCSC and a majority of the Governing Board of the Charter School. The Charter School shall submit a written request to amend the Charter to the SCSC in the form and manner required by the SCSC. Except as explicitly permitted in this Charter, no amendments are valid or effective unless in writing and signed by both parties.
  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 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)

## MOVEMENT SCHOOL ATLANTA

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. Except as specifically provided for in a written waiver signed by the parties, failure by either party at any time to require performance or claim a breach of this Charter does not constitute a waiver or affect the party's right to require performance or claim a breach of this Charter.
- 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*

**MOVEMENT SCHOOL ATLANTA**

*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. Survival. Charter School will continue to be subject to the following obligations after this Charter terminates or expires: Paragraphs 15 (“Fiscal Control”), 21 (“Record Inspection”), 27 (“Data Collections”), 30 (“School Closure”) and 36 (“Indemnification”).
- 47. 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.

  
Michael Dudgeon (Oct 14, 2024 16:49 EDT)  
\_\_\_\_\_  
Mike Dudgeon, Chairperson (Date)  
STATE CHARTER SCHOOLS COMMISSION OF GEORGIA

  
Nicholas Stonestreet (Oct 14, 2024 15:40 CDT)  
\_\_\_\_\_  
Nick Stonestreet, Governing Board Chair (Date)  
MOVEMENT CHARTER SCHOOLS, INC.

Exhibit A



**COMPREHENSIVE PERFORMANCE FRAMEWORK**  
*for State Charter School Evaluation*

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## Exhibit A

### OVERVIEW:

# ***Comprehensive Performance Framework for State Charter Schools***

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## PURPOSE

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Quality charter school authorizers establish standards for school performance that are clear, quantifiable, rigorous, and attainable. The SCSC Performance Framework includes academic, financial, and organizational performance measures that establish expectations, guide practice, assess progress, and inform decision making over the course of the charter term and at renewal or revocation.

The three areas of performance covered by the frameworks—academic achievement, financial management, and organizational compliance— correspond directly with the three components of a strong charter school application and are the three areas on which a charter school’s performance should be evaluated. In each of the three areas, the framework asks a fundamental question:

- Academic Performance: Is the charter school offering students a better educational opportunity than they would otherwise receive at the traditional local school?
- Financial Performance: Is the charter school fiscally viable and responsible?
- Organizational Performance: Is the organization effective, compliant, and well-run?

Exhibit A

SECTION I: ACADEMIC PERFORMANCE

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FUNDAMENTAL QUESTION

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Is the charter school offering students a better educational opportunity than they would otherwise receive at the traditional local school?

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INDICATORS

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To answer the above question, the SCSC uses performance metrics derived from:

- the [College and Career Readiness Performance Index \(CCRPI\)](#), the statewide accountability tool. The CCRPI includes a content mastery component that assesses student proficiency and a progress component that uses student growth percentiles to assess student growth, among other measures. And from,
- The [Value-Added Model](#), a statistical predictive measure that considers a student’s individual characteristics and the school’s student body makeup.

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MEETING GOALS

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A state charter school can meet annual SCSC academic accountability standards by outperforming its comparison zone, the school/districts from which its students are zoned to attend, in terms of student achievement or growth as measured by CCRPI Content Mastery, CCRPI Progress, CCRPI Grade Band Score, or Value-Added Model impact scores.

A state charter school only needs to outperform one of the comparison zones [schools or district(s)] on Indicator 1, Grade Band Measures, or one of the measures included in Indicator 2, Schoolwide Measures, not both, in order to receive an overall Meets designation for a given year.

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SECTION I: OVERALL DETERMINATION OF COMPLIANCE

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

SCORING CATEGORIES:

Exceeds Standards	Outperforms its comparison zone by 10 or points
Meets Standards	Outperforms its comparison zone
Approaches Standards	Performs as well as its comparison zone
Does Not Meet Standards	Performs below its comparison zone

**Exhibit A**

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**INDICATOR PERFORMANCE**

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**SECTION I, INDICATOR 1: GRADE BAND MEASURES**

All state charter schools must demonstrate their ability to positively impact students' academic performance either through high levels of achievement or growth across all grade bands served.

<u>Measure</u>	<u>Designation Earned</u>	<u>Explanation</u>
CCRPI Content Mastery	i.e. MEETS	<p><i>Exceeds Standard:</i> The state charter school's score is 10 or more points higher than the comparison zone [the schools/districts from which its students are zoned to attend] on any one or combination of the academic measures in all grade bands served.</p>
CCRPI Progress		<p><i>Meets Standard:</i> The state charter school's score is 1 to 9 points higher than the comparison zone [the schools/districts from which its students are zoned to attend] on any one or combination of the academic measures in all grade bands served.</p>
CCRPI Grade Band		<p><i>Approaches Standard:</i> The state charter school' score is no more than 2 points below the comparison zone [the schools/districts from which its students are zoned to attend] on any one or combination of the academic measures in all grade bands served.</p>
Value-Added Model		<p><i>Does Not Meet Standard:</i> The state charter school's score is more than 2 points below the comparison zone [the schools/districts from which its students are zoned to attend] on any one or combination of academic measures in all grade bands served.</p>

## Exhibit A

### SECTION I, INDICATOR 2: SCHOOLWIDE MEASURES

All state charter schools must demonstrate their ability to positively impact students' academic performance either through high levels of achievement or growth across all students served.

<u>Measure</u>	<u>Designation Earned</u>	<u>Explanation</u>
<ul style="list-style-type: none"> <li>CCRPI Content Mastery-Whole School Score</li> </ul>	i.e. MEETS	<p><i>Exceeds Standard:</i> The state charter school's score is 10 or more points higher than the comparison zone [the schools/districts from which its students are zoned to attend] on any one of the schoolwide academic measures.</p>
<ul style="list-style-type: none"> <li>CCRPI Progress-Whole School Score</li> </ul>		<p><i>Meets Standard:</i> The state charter school's score is 1 to 9 points higher than the comparison zone [the schools/districts from which its students are zoned to attend] on any one of the schoolwide academic measures.</p>
<ul style="list-style-type: none"> <li>CCRPI Grade Band-Whole School Score</li> </ul>		<p><i>Approaches Standard:</i> The state charter school's score is no more than 2 points below the comparison zone [the schools/districts from which its students are zoned to attend] on any one of the schoolwide academic measures.</p> <p><i>Does Not Meet Standard:</i> The state charter school's score is more than 2 points below the comparison zone [the schools/districts from which its students are zoned to attend] on any of the schoolwide academic measures.</p>

## Exhibit A

### CALCULATION METHODS

Score	Calculation Explained																								
District Comparison Zone Score	<p>This score is calculated based on the proportion of students the state charter school enrolls from each district served. If a school serves a single district, it is compared to that district's score because 100% of students enrolled in the state charter school are zoned to attend that district. However, if a state charter school serves multiple districts or has a statewide attendance zone, a weighted comparison score is generated based on the proportion of students the state charter school enrolls from each district. For instance, if a state charter school enrolls 80% of its students from District A and 20% from District B, then the comparison score will comprise 80% of District A's CCRPI score and 20% of District B's CCRPI score. The SCSC uses the GaDOE Data Collections Student Record report to determine district enrollment proportions.</p>																								
School Comparison Zone Score	<p>This score is calculated based on the proportion of students the state charter school enrolls from each local school attendance zone served. The student-level address element in the GaDOE Data Collections Student Record report is used to determine which school each student enrolled in a state charter school is zoned to attend [the school the student would attend if they were not enrolled in the charter school]. The SCSC weights those schools' CCRPI scores based on the proportion of students enrolled. This is the same process that is used to generate the District Comparison Zone Scores, just at the more granular, school level.</p>																								
Whole School Score	<p>This score is calculated based on the proportion of students the state charter school enrolls in each grade band served. For instance, if a state charter school serves grades K-8 and enrolls 60% of its students in the elementary grade band and 40% of its students in the middle-grade band, then the Whole School Score is 60% of the school's elementary school score plus 40% of the school's middle school score. The state charter school's score is then compared to the same weighting of the District Comparison Zone Score and the School Comparison Zone Score. For state charter schools that serve across grade bands, this measure seeks to determine whether, as a whole, the school is providing a better opportunity for most students. The SCSC uses the GaDOE Data Collections FTE-3 report to determine district enrollment proportions.</p>																								
CCPRI Grade Band Score	<p>This score is calculated using the CCRPI Scoring by Component data file published by GaDOE annually and by following the grade band score calculation methodology as described in the 2019 CCRPI Calculation Guide<sup>1</sup>. Specifically, each CCRPI Component is weighted and combined into an overall score by grade band. The table below displays the weights by component and grade band.</p> <table border="1" style="margin-left: auto; margin-right: auto;"> <thead> <tr> <th></th> <th style="text-align: center;">Elementary</th> <th style="text-align: center;">Middle</th> <th style="text-align: center;">High</th> </tr> </thead> <tbody> <tr> <td style="text-align: left;">Content Mastery</td> <td style="text-align: center;">30%</td> <td style="text-align: center;">30%</td> <td style="text-align: center;">30%</td> </tr> <tr> <td style="text-align: left;">Progress</td> <td style="text-align: center;">35%</td> <td style="text-align: center;">35%</td> <td style="text-align: center;">30%</td> </tr> <tr> <td style="text-align: left;">Closing Gaps</td> <td style="text-align: center;">15%</td> <td style="text-align: center;">15%</td> <td style="text-align: center;">10%</td> </tr> <tr> <td style="text-align: left;">Readiness</td> <td style="text-align: center;">20%</td> <td style="text-align: center;">20%</td> <td style="text-align: center;">15%</td> </tr> <tr> <td style="text-align: left;">Graduation Rate</td> <td style="text-align: center;">--</td> <td style="text-align: center;">--</td> <td style="text-align: center;">15%</td> </tr> </tbody> </table>		Elementary	Middle	High	Content Mastery	30%	30%	30%	Progress	35%	35%	30%	Closing Gaps	15%	15%	10%	Readiness	20%	20%	15%	Graduation Rate	--	--	15%
	Elementary	Middle	High																						
Content Mastery	30%	30%	30%																						
Progress	35%	35%	30%																						
Closing Gaps	15%	15%	10%																						
Readiness	20%	20%	15%																						
Graduation Rate	--	--	15%																						

All scores are calculated to the nearest whole number.

<sup>1</sup> The 2018-2019 school year was the last year that GaDOE calculated overall school scores.

Exhibit A

SECTION II: FINANCIAL PERFORMANCE

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FUNDAMENTAL QUESTION

---

Is the charter school fiscally viable and responsible?

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INDICATORS

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To answer whether the school is fiscally viable, the SCSC assesses a state charter school’s performance on both near-term financial health and long-term financial sustainability measures using data derived from each school’s independent financial audit. Near-term measures are designed to depict the school’s financial position and viability in the upcoming year. Sustainability measures are used to determine a charter school’s ability to cover long-term obligations and control costs effectively over time.

To answer whether the school is fiscally responsible, the SCSC assesses a state charter school’s performance on both fiscal management and oversight measures using data derived from annual monitoring practices and SCSC and GaDOE enrollment data collections. Fiscal management and oversight measures are used to evaluate a charter school’s ability to comply with relevant rules and laws, manage funds responsibly, and provide a more qualitative look at performance irrespective of near-term and long-term calculations.

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MEETING GOALS

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A state charter school can satisfy annual financial accountability requirements by earning at least 80 points across the near-term and sustainability measures and at least 80 points across the oversight and management measures. In other words, a state charter school must earn a “Meets Standards” designation on both Indicator 1 and Indicator 2 in order to receive an overall “Meets Financial Standards” designation for a given year. Indicators 1 and 2 are calculated separately, and both add up to 100 points independently.

If a school earns below 70 points (a Does Not Meet rating) on both Indicator 1 and Indicator 2, it will be designated as “Does Not Meet” financial standards. Any other combination of points/ratings will result in an “Approaches Standards” designation in the financial section of the CPF for the given year.

---

SECTION II: DETERMINATION OF COMPLIANCE

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

SCORING CATEGORIES:

Meets Standards	80-100 points
Approaches Standards	70-79 points
Does Not Meet Standards	0-69 points

## Exhibit A

### INDICATOR PERFORMANCE

#### SECTION II, INDICATOR 1: FISCAL VIABILITY

NEAR-TERM MEASURES	
<u>Measure 1a, Current Ratio (Working Capital Ratio): Current assets divided by current liabilities</u> Does the school have the ability to cover short-term financial obligations?	Points Available
<i>Meets Standard:</i>	15
<ul style="list-style-type: none"> <li>• Current Ratio is greater than 1.0</li> </ul>	
<i>Approaches Standard:</i>	10
<ul style="list-style-type: none"> <li>• Current Ratio is between 0.9 and 1.0 or equal to 1.0</li> </ul>	
<i>Does Not Meet Standard:</i>	0
<ul style="list-style-type: none"> <li>• Current Ratio is less than or equal to 0.9</li> </ul>	
<u>Measure 1b, Unrestricted Days Cash: Unrestricted Cash divided by (Total Expenses/365)</u> Does the school maintain an appropriate balance of cash on hand?	Points Available
<i>Meets Standard:</i>	20
<ul style="list-style-type: none"> <li>• Days Cash is greater than 60 days</li> </ul>	
<i>Approaches Standard:</i>	10
<ul style="list-style-type: none"> <li>• Days Cash is between 15 and 60 days</li> </ul>	
<i>Does Not Meet Standard:</i>	0
<ul style="list-style-type: none"> <li>• Days Cash is less than 15 Days Cash</li> </ul>	
<u>Measure 1c, Annual Debt to Income : Total Annual Debt Payments (Debt Service) / Total Revenue</u> Does the school have enough income to cover short-term debt payments?	Points Available
<i>Meets Standard:</i>	20
<ul style="list-style-type: none"> <li>• Annual Debt to Income is below 5 percent</li> </ul>	
<i>Approaches Standard:</i>	10
<ul style="list-style-type: none"> <li>• Annual Debt to Income is between 5 and 15 percent</li> </ul>	
<i>Does Not Meet Standard:</i>	0
<ul style="list-style-type: none"> <li>• Annual Debt to Income is above 15 percent</li> </ul>	
<u>Measure 1d, Default</u> Is the school repaying debts in a timely manner?	Points Available
<i>Meets Standard:</i>	10
<ul style="list-style-type: none"> <li>• School is not in default of loan covenant(s) or delinquent with debt service payments nor does the school have any outstanding debt</li> </ul>	
<i>Does Not Meet Standard:</i>	0
<ul style="list-style-type: none"> <li>• School is in default of loan covenant(s), is delinquent with debt service payments or the school has any outstanding debt</li> </ul>	
SUSTAINABILITY MEASURES	
<u>Measure 1e, Efficiency Margin: (Change in Net Assets+Change in Pension Related Accts) divided by Total Revenues</u> Does the school manage costs appropriately?	Points Available
<i>Meets Standard:</i>	15
<ul style="list-style-type: none"> <li>• Aggregated Three-Year Efficiency Margin is greater than 0.</li> </ul>	
<i>Approaches Standard:</i>	10
<ul style="list-style-type: none"> <li>• Aggregated Three-Year Efficiency Margin is between -.01 and -10 percent</li> </ul>	

## Exhibit A

<i>Does Not Meet Standard:</i> <ul style="list-style-type: none"> <li>• Aggregated Three-Year Efficiency Margin is less than -10 percent</li> </ul>	0
<u>Measure 1f, Debt to Asset Ratio: (Total Liabilities-Deferred Pension Liability) divided by Total Assets</u> Does the school maintain an appropriate balance between assets and liabilities over time?	Points Available
<i>Meets Standard:</i> <ul style="list-style-type: none"> <li>• Debt to Asset Ratio is less than 95 percent</li> </ul>	20
<i>Approaches Standard:</i> <ul style="list-style-type: none"> <li>• Debt to Asset Ratio is between 95 and 100 percent</li> </ul>	10
<i>Does Not Meet Standard:</i> <ul style="list-style-type: none"> <li>• Debt to Asset Ratio is greater than 100 percent</li> </ul>	0

**Total Points Available—Indicator 1: 100 points**

## Exhibit A

### SECTION II, INDICATOR 2: FISCAL MANAGEMENT & OVERSIGHT

<u>Measure 2a, Adherence to GAAP Standards</u> Is the school following Generally Accepted Accounting Principles (GAAP)?	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• 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:               <ul style="list-style-type: none"> <li>○ An unqualified audit opinion;</li> <li>○ An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses;</li> <li>○ An audit that does not include a going concern disclosure in the notes or an explanatory paragraph; and</li> <li>○ No other adverse statement indicating noncompliance with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight.</li> </ul> </li> </ul>	20
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>	0
<u>Measure 2b, Adherence to Federal Financial Requirements</u> Is the school following all applicable financial requirements when expending federal funds?	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• The school complied with all applicable laws, rules, regulations, and provisions of the charter contract relating to proper internal controls, expenditures, inventory, drawdowns, and cost principles when expending federal funds, including but not limited to:               <ul style="list-style-type: none"> <li>○ Proper segregation of duties;</li> <li>○ Source documentation for expenditures paid with federal funds;</li> <li>○ Complete and on-time submission of program budgets (Title I, IDEA, and grant budgets); and</li> <li>○ Maintaining inventory controls and documentation in accordance with federal regulations for items purchased with federal funds.</li> </ul> </li> </ul>	15
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to proper internal controls, expenditures, inventory, drawdowns, and cost principles when expending federal funds during its SCSC onsite or desk monitoring visit, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	10
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• The school failed to comply with all applicable laws, rules, regulations, and provisions of the charter contract relating to proper internal controls, expenditures, inventory, drawdowns, and cost principles when expending federal funds.</li> </ul>	0
<u>Measure 2c, Adherence to the Local Units of Administration Manual</u> Is the school following the Local Units of Administration (LUA) Manual?	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• The school complied with all material provisions of the LUA manual.</li> </ul>	15

## Exhibit A

<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>The school failed to comply with at least one material provision of the LUA manual during its SCSC onsite or desk monitoring visit, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	10
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>The school failed to comply with one or more material provisions of the LUA manual.</li> </ul>	0
<p><b><u>Measure 2d, Adherence to the School’s Own Financial Policies and Procedures</u></b> Is the school adhering to its own financial policies and procedures?</p>	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>The school adhered to its own financial policies and procedures approved by the school’s governing board and/or developed by school staff.</li> </ul>	20
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>The school failed to comply with at least one of its own financial policies and/or procedures approved by the school’s governing board and/or developed by school staff, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	10
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>The school failed to comply with at least one of its own financial policies and/or procedures approved by the school’s governing board and/or developed by school staff.</li> </ul>	0
<p><b><u>Measure 2e, Enrollment Variance: [Actual Enrollment during the October FTE Count (fiscal year x) – school enrollment projection (fiscal year X)] / school enrollment projection (fiscal year X)</u></b> Is the school able to project enrollment in a way that enables adequate budgeting?</p>	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>Enrollment Variance equals less than 3 percent</li> </ul>	15
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>Enrollment Variance is between 3 and 8 percent</li> </ul>	10
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>Enrollment Variance is greater than 8 percent</li> </ul>	0
<p><b><u>Measure 2f, Timely Audit Submission</u></b> Does the school have the proper financial documentation to allow for a timely audit review and submission?</p>	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>The school submitted its financial audit on time, on or before November 1st.</li> </ul>	20
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>The school submitted its financial audit late, on or before December 1<sup>st</sup>.</li> </ul>	10
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>The school submitted its financial audit late, after December 1st.</li> </ul>	0

**Total Points Available—Indicator 2: 100 points**

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**Exhibit A**

**SECTION III: OPERATIONAL PERFORMANCE**

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**FUNDAMENTAL QUESTION**

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Is the organization effective, compliant, and well-run?

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**INDICATORS**

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To answer the question above, the SCSC uses data from agency monitoring and other sources, as noted in the appendix of this document, to determine compliance with the indicators listed below.

- Educational Program Compliance
  - Governance, Ethics, and Transparency
  - Obligations to Students
  - Employer Obligations
  - School Environment
  - Additional and Continuing Obligations
- 

**MEETING GOALS**

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In any year of the charter term, a state charter school will be deemed operationally compliant if it adheres to the requirements of its charter contract, all applicable rules and laws as measured by the indicators listed above, thus earning a score of at least 80 in the Operations section of the CPF.

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**SECTION III: DETERMINATION OF COMPLIANCE**

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

**SCORING CATEGORIES:**

Meets Standards	80-100 points
Approaches Standards	70-79 points
Does Not Meet Standards	0-69 points

## Exhibit A

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### INDICATOR PERFORMANCE

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#### SECTION III, INDICATOR 1: EDUCATIONAL PROGRAM COMPLIANCE

A charter school's overall purpose is to provide its students with 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.

<b>Measure 1a, Essential or Innovative Features and Mission-Specific Goals</b>	Points Available
Is the school implementing all essential or innovative features of its program as defined in its current charter contract, and is the school's curricular and educational program aligned with its stated mission as evidenced through the attainment of mission-specific goals?	
<i>Meets Standard:</i>	
<ul style="list-style-type: none"> <li>• The school has fully implemented all essential or innovative features of its education and operational program as defined in the charter contract in all material respects, and the school has met all mission-specific goals included in its charter contract (if applicable)</li> </ul>	4
<i>Approaches Standard:</i>	
<ul style="list-style-type: none"> <li>• The school has at least fully implemented one essential or innovative features of its education and operational program as defined in the charter contract in all material respects or the school has met at least one mission-specific goal included in its charter contract (if applicable).</li> </ul>	2
<i>Does Not Meet Standard:</i>	
<ul style="list-style-type: none"> <li>• The school failed to fully implement any essential or innovative features of its education and operational program as defined in the charter contract in all material respects, and the school failed to meet any mission-specific goals included in its charter contract (if applicable).</li> </ul>	0
<b>Measure 1b, State Education Requirements</b>	Points Available
Is the school complying with applicable state education requirements?	
<i>Meets Standard:</i>	
<ul style="list-style-type: none"> <li>• The school complied with all applicable state laws, rules, regulations, provisions of its charter contract, and the school's own policies and procedures relating to state education requirements, including but not limited to:               <ul style="list-style-type: none"> <li>○ Provided all state mandated programs;</li> <li>○ Adhered to graduation requirements;</li> <li>○ Implemented state-adopted content standards; and</li> <li>○ Administered state assessments in the manner required by law and rule.</li> </ul> </li> </ul>	4
<i>Approaches Standard:</i>	
<ul style="list-style-type: none"> <li>• The school failed to comply with at least one applicable state law, rule, regulation, provision of the charter contract, or the school's own policies and procedures relating to state education requirements during its SCSC onsite or desk monitoring visit, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	2
<i>Does Not Meet Standard:</i>	
<ul style="list-style-type: none"> <li>• The school failed to comply with at least one applicable state law, rule, regulation, provision of the charter contract, or the school's own policies and procedures relating to state education requirements.</li> </ul>	0
<b>Measure 1c, Federal Education Requirements</b>	Points Available
Is the school complying with applicable federal education requirements?	
<i>Meets Standard:</i>	4

**Exhibit A**

<ul style="list-style-type: none"> <li>• The school complied with all applicable federal laws, rules, regulations, and the school’s own policies and procedures relating to federal education requirements, including but not limited to:             <ul style="list-style-type: none"> <li>○ Federal assessment security and reporting of accountability requirements; and</li> <li>○ Charter School Program grant, Title I, IV, and V requirements.</li> <li>○ McKinney-Vento Homeless Assistance Act, Charter School Program grant, Title I, IV, and V requirements.</li> </ul> </li> </ul>	
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• The school failed to comply with at least one applicable federal law, rule, regulation, provision of the charter contract, or the school’s own policies and procedures relating to federal education requirements.</li> </ul>	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• The school failed to comply with two or more applicable federal laws, rules, regulations, provisions of the charter contract, or the school’s own policies and procedures relating to federal education requirements.</li> </ul>	0
<p><b>Measure 1d, Data Reporting</b> Is the school complying with all data and financial reporting requirements?</p>	<b>Points Available</b>
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• 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:             <ul style="list-style-type: none"> <li>○ QBE/FTE Data Reporting;</li> <li>○ Personnel Reporting;</li> <li>○ Student Record Reporting;</li> <li>○ CCRPI Data Reporting;</li> <li>○ Consolidated LEA Implementation Plan (CLIP) for federal programs;</li> <li>○ Special Education Data Reporting;</li> <li>○ Required Data Surveys;</li> <li>○ Complete and on-time submission of financial reports, such as its annual budgets, revised budgets, and/or DE 046, in the manner prescribed by GaDOE or the SCSC;</li> <li>○ Timely periodic financial reports as required by the SCSC, GaDOE, or other state agencies;</li> </ul> </li> </ul> <p>On-time submission and completion of its annual independent audit by the deadline established by the SCSC.</p>	5
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• The school failed to comply with 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.</li> </ul>	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• The school failed to comply with two or more laws, rules, regulations, or provisions of its charter contract relating to relevant reporting requirements, including timelines and deadlines, to the SCSC, GaDOE, and/or federal authorities.</li> </ul>	0

**Total Points Available—Section III, Indicator 1: 17 points**

**Exhibit A**

**SECTION III, INDICATOR 2: GOVERNANCE, ETHICS, AND TRANSPARENCY**

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.

<u>Measure 2a, General Governance</u> Is the governing board complying with all applicable general governance requirements?	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• 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:               <ul style="list-style-type: none"> <li>○ Board policies;</li> <li>○ Board bylaws;</li> <li>○ Code of ethics;</li> <li>○ Conflicts of interest;</li> <li>○ Board composition and/or membership laws and rules; and</li> <li>○ Restrictions on compensation.</li> </ul> </li> </ul>	4
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• 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 governing board during its SCSC onsite or desk monitoring visit, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>	0
<u>Measure 2b, Open Governance</u> Is the governing board complying with all applicable open governance requirements?	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• 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 Act requirements.</li> </ul>	4
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• 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 Act requirements during its SCSC onsite or desk monitoring visit, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• 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 Act requirements.</li> </ul>	0
<u>Measure 2c, Governance Training</u> Is the governing board complying with all applicable governance training requirements?	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• 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).</li> </ul>	4

## Exhibit A

<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• 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).</li> </ul>	0
<p><u>Measure 2d, Transparent Governance and Communication with Stakeholders</u> Is the governing board operating transparently and effectively communicating with stakeholders?</p>	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• The school complied with all applicable laws, rules, regulations, provisions of its charter contract, or its policies relating to operating transparently and effectively communicating with stakeholders, including but not limited to: <ul style="list-style-type: none"> <li>○ Following provisions in SCSC rule 691-2-.03 regarding providing the public easy access to informational items on the school’s website;</li> <li>○ Communicating school leadership and other major school changes in a timely and transparent matter; and</li> <li>○ Appropriately and promptly responding to stakeholder complaints, questions, and concerns.</li> </ul> </li> </ul>	4
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• The school failed to comply with all applicable laws, rules, regulations, provisions of its charter contract, or its policies relating to operating transparently and effectively communicating with stakeholders during its SCSC onsite or desk monitoring visit, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• The school failed to comply with all applicable laws, rules, regulations, provisions of its charter contract, or its policies relating to operating transparently and effectively communicating with stakeholders.</li> </ul>	0
<p><u>Measure 2e, Budget Approved in Accordance with State Law</u> Did the school approve its budget in accordance with state law?</p>	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• The school’s budget was approved in accordance with state law, including but not limited to performing the following items from O.C.G.A. § 20-2-167.1 related to the school’s budget approval: <ul style="list-style-type: none"> <li>○ Conducting two public meetings to provide an opportunity for public input on the proposed budget;</li> <li>○ Advertising the two public meetings in the school’s legal organ; and</li> <li>○ Making a summary of the proposed annual operating budget a publicly available area of the school’s website.</li> </ul> </li> </ul>	4
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• The school failed to comply with at least one applicable state law requirement regarding the passage of the school’s annual budget.</li> </ul>	0

**Total Points Available—Section III, Indicator 2: 20 points**

## Exhibit A

### SECTION III, INDICATOR 3: OBLIGATIONS TO STUDENTS

Families entrust schools with the education and welfare of their children, and the school must afford those children the appropriate rights and care.

<u>Measure 3a, Rights of All Students</u>	Points Available
Is the school protecting the rights of all students?	
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• 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:               <ul style="list-style-type: none"> <li>○ Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment);</li> <li>○ The collection and protection of student information (that could be used in discriminatory ways or otherwise contrary to law);</li> <li>○ 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</li> <li>○ Conduct of discipline (discipline hearings and suspension and expulsion policies and practices).</li> </ul> </li> </ul>	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• 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 onsite or desk monitoring visit, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>	0
<u>Measure 3b, Rights of Students with Disabilities</u>	Points Available
Is the school protecting the rights of students with disabilities?	
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• 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:               <ul style="list-style-type: none"> <li>○ Identification and referral of students who may have a disability;</li> <li>○ Operational compliance regarding the academic program, assessments, and all other aspects of the school's program and responsibilities;</li> <li>○ Discipline, including due process protections, manifestation determinations, and behavioral intervention plans;</li> <li>○ Appropriately implementing student Individualized Education Programs and Section 504 plans;</li> <li>○ Ensuring appropriate access to the school's facilities and programs to students and parents.</li> </ul> </li> </ul>	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• 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 onsite or desk monitoring visit but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	3

**Exhibit A**

<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>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.</li> </ul>	0
<p><b>Measure 3c, Rights of Students who are English Learners (ELs)</b> Is the school protecting the rights of English Learners (ELs)?</p>	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>The school complied with all applicable provisions of Title III of the Every Student Succeeds Act (ESSA) and all applicable state and federal laws, rules, regulations, and provisions of its charter contract relating to EL requirements, including but not limited to:             <ul style="list-style-type: none"> <li>Required policies related to the service of EL students;</li> <li>Proper steps for identification of students in need of EL services;</li> <li>Appropriate and equitable delivery of services to identified students;</li> <li>Appropriate accommodations on assessments;</li> <li>Exiting of students from EL services; and</li> <li>Ongoing monitoring of exited students.</li> </ul> </li> </ul>	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>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 onsite or desk monitoring visit, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to EL requirements.</li> </ul>	0

**Total Points Available—Section III, Indicator 3: 18 points**

**Exhibit A**

**SECTION III, INDICATOR 4: EMPLOYER OBLIGATIONS**

The school must respect its employees and ensure that they are duly qualified to further the education and welfare of students.

<u>Measure 4a, Employee Qualifications, Evaluations, and Criminal Records Checks</u> Is the school meeting teacher and other employee qualification and criminal background check requirements?	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• The school complied with all applicable laws, rules, regulations, and provisions of its charter contract relating to employee qualifications, employee evaluations, and criminal background checks, including but not limited to:                             <ul style="list-style-type: none"> <li>○ Title II, Part A requirements;</li> <li>○ Implementation of the Teacher and Leader Keys Effectiveness Systems (TKES and LKES);</li> <li>○ Ensuring staff have a proper background check or clearance certificate issued by the Georgia Professional Standards Commission.</li> </ul> </li> </ul>	5
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to employee qualifications, employee evaluations, and criminal background checks requirements during its SCSC onsite or desk monitoring visit, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to employee qualifications, employee evaluations, and criminal background checks requirements.</li> </ul>	0
<u>Measure 4b, Employee Rights</u> Is the school respecting employee rights?	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• The school complied with all applicable laws, rules, regulations, provisions of its charter contract, and its governing policies relating to employment, including, but not limited to, professional qualifications, nepotism and conflict of interest policies, the Fair Labor Standards Act, the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts.</li> </ul>	5
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• 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, including, but not limited to, professional qualifications, nepotism and conflict of interest policies, the Fair Labor Standards Act, the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts.during its SCSC onsite or desk monitoring, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• 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, including, but not limited to, professional qualifications, nepotism and conflict of interest policies, the Fair Labor Standards Act, the Family Medical Leave Act, the Americans with Disabilities Act, and employment contracts.</li> </ul>	0
<u>Measure 4c, Employee Civil Rights</u> Does the school adhere to applicable requirements to ensure the protection of employee civil rights?	Points Available

## Exhibit A

<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"><li>• The school complied with applicable notice, grievance procedure, and substantive requirements of federal and state laws, rules, or regulations prohibiting employment discrimination.</li></ul>	5
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"><li>• The school failed to comply with at least one applicable law, rule, or regulation prohibiting employment discrimination, but the school adequately remedied its findings (s) and regained compliance.</li></ul>	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"><li>• The school failed to comply with at least one applicable law, rule, or regulation prohibiting employment discrimination.</li></ul>	0

**Total Points Available—Section III, Indicator 4: 15 points**

## Exhibit A

### 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	Points Available
Is the school complying with facilities requirements?	
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• 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:               <ul style="list-style-type: none"> <li>○ Fire inspections and related records;</li> <li>○ Viable certificate of occupancy;</li> <li>○ Documentation of requisite insurance coverage;</li> <li>○ Approval from GaDOE regarding initial site selection and facility requirements; and</li> <li>○ Subsequent reports and approvals related to facility agreements, changes, maintenance, modifications, and expansion, as required by law, SCSC and GaDOE rules, regulations, and policies.</li> </ul> </li> </ul>	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to facility safety and the protection of student and employee health during its SCSC facility visit or policy, procedure, and practice review, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>	0
Measure 5b, Health and Safety	Points Available
Is the school complying with health and safety requirements?	
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• 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:               <ul style="list-style-type: none"> <li>○ School Health Nurse Program;</li> <li>○ Conducting child abuse and neglect training;</li> <li>○ Annual health assessments of students;</li> <li>○ Diabetes Medical Management Plans;</li> <li>○ Access to auto-injectable epinephrine and automated external defibrillators as appropriate;</li> <li>○ Scoliosis screening; and</li> <li>○ A physically safe and secure environment.</li> </ul> </li> </ul>	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• 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 onsite or desk monitoring visit, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>	0

## Exhibit A

<b>Measure 5c, Information, Data, and Communication</b> Is the school maintaining student and employee information and data securely and communicating with stakeholders appropriately?	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• The school complied with all applicable laws, rules, regulations, provisions of its charter contract, governing board policies, and SCSC directives relating to providing required federal notices and the handling of information and stakeholder communication, including but not limited to:                             <ul style="list-style-type: none"> <li>○ 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;</li> <li>○ Transferring of student records; and</li> <li>○ Confidentiality of personnel records not subject to open records requirements.</li> </ul> </li> </ul>	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• 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 providing required federal notices and the handling of information and stakeholder communication during its SCSC onsite or desk monitoring visit, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• 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 providing required federal notices and the handling of information and stakeholder communication.</li> </ul>	0

**Total Points Available—Section III, Indicator 5: 18 points**

## Exhibit A

### 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
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• 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:               <ul style="list-style-type: none"> <li>○ Revisions to state charter law;</li> <li>○ Consent decrees;</li> <li>○ Provisions of 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;</li> <li>○ School bus specifications, bus driver training and licensing requirements, and transportation survey deadlines, if transportation is provided;</li> <li>○ Intervention requirements by the authorizer; and</li> <li>○ Requirements by other entities to which the charter school is accountable (e.g., Georgia Department of Education, Professional Standards Commission, Department of Labor, etc.)</li> </ul> </li> </ul>	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> <li>• 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 onsite or desk monitoring visit, but the school adequately remedied its finding(s) and regained compliance.</li> </ul>	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• 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.</li> </ul>	0
Measure 6b, Continuing Obligations Is the school remedying noncompliance after proper notification?	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> <li>• The school fulfilled the terms of a corrective action plan required because of the school’s probationary status, and the SCSC determined that the conditions which precipitated the probation no longer exist and that no new conditions necessitate probationary status.</li> </ul>	6
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> <li>• Failure to adhere to probation requirements, including but not limited to failure to implement a corrective action plan; failure to implement a required corrective action plan timely; failure to produce interim reports in the form and at the time required by the SCSC, or failure to remediate conditions that precipitated the probationary status.</li> </ul>	0

**Total Points Available—Section III, Indicator 6: 12 points**

## Exhibit A

### DATA SOURCES COMPILED

#### Academic Performance:

Indicator	Data Source
Grade Band Scores	GaDOE: CCRPI Scoring by Component data file, CCRPI Calculation Guides, Student Record data file SCSC: Value- Added Impact report, Student Record data file
Schoolwide Scores	GaDOE: CCRPI Scoring by Component data file, CCRPI Calculation Guides, Student Record data file SCSC: Value- Added Impact report, Student Record data file

#### Financial Performance:

Indicators	Measures	Data Source
Fiscal Viability	Near-Term Measures	School Audit Report: Governmental Funds-Balance Sheet School Audit Report: Statement of Revenues, Expenditures, and Changes in Fund Balance School Audit Report: Notes
	Sustainability Measures	School Audit Report: Statement of Activities/Change in Net Position and Audit Notes School Audit Report: Statement of Net Position
Fiscal Management	Management and Oversight	SCSC Annual Enrollment Projection Form GaDOE: Data Collections, Student Enrollment by Grade Level 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

#### Operational Performance:

Indicator	Data Source
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
Governance, Ethics and Transparency	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
Obligations to Students	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
Employer Obligations	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
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

## Exhibit A

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
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# FY25 Movement Atlanta Charter Contract

Final Audit Report

2024-10-14

Created:	2024-10-11
By:	Kiara Thompson (kiara.thompson@scsc.georgia.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5jWdcTPhg4FVM_u072V0HS7skz9l18Gw

## "FY25 Movement Atlanta Charter Contract" History

-  Document created by Kiara Thompson (kiara.thompson@scsc.georgia.gov)  
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-  Document emailed to nicholas.stonestreet@bluetrust.com for signature  
2024-10-11 - 3:15:26 PM GMT
-  Email viewed by nicholas.stonestreet@bluetrust.com  
2024-10-11 - 5:59:02 PM GMT
-  Signer nicholas.stonestreet@bluetrust.com entered name at signing as Nicholas Stonestreet  
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-  Document e-signed by Nicholas Stonestreet (nicholas.stonestreet@bluetrust.com)  
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-  Document emailed to Michael Dudgeon (mjdudgeon@gmail.com) for signature  
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## TRANSPORTATION

### CHANGES IN TRANSPORTATION

It is the responsibility of the parents/guardians to notify their child's teacher in writing of any changes to the student's transportation. Any changes in transportation made via phone must occur prior to 12:00 p.m. of full days and by 11:00 am on ½ days. An administrator must approve emergency changes, including verbal arrangements in transportation. Changes in bus transportation arrangements require a 7-day advance notice. Students can only ride the bus to which they are assigned on a regular basis.

### SAFE BUS RIDING

Movement School will provide transportation as a service to our students within a five-mile radius. Students are expected to conduct themselves according to the Code of Conduct and to practice such virtues as respect, responsibility, and kindness, in all school settings – including on the bus. Following the school rules on the bus is essential not only for developing good character, but also for ensuring students' safety.

Students are taught to wait for and board the bus in an orderly fashion. The following rules are posted in the front and back of each bus, and students are expected to abide by them at all times:

- Sit facing forward at all times
- Keep hands, feet, and mouth to yourself
- Have quiet, friendly conversations
- Stay seated until the driver gives directions  Follow directions the first time

If a student chooses to break a rule, the following consequences are applied:

- 1st Offense: Warning and phone call home
- 2nd Offense: Sit in designated seat, conference with driver, phone call home
- 3rd Offense: Bus referral (consequence based on infraction) phone call home
  - 4th Offense: Bus referral and Parent Conference (Face-to-Face)
    - 1st Referral: Consequence based on infraction.
    - 2nd Referral: 3-day Bus Suspension
    - 3rd Referral: 5-day Bus Suspension.
    - 4th Referral: 7-day Bus Suspension Conference with Student, Parent, Driver, and Transportation Supervisor.
    - More than 4 Referrals: The student will receive a **mandatory 10-day bus suspension** and a meeting with the Student, Parent, Driver, Transportation Supervisor, and Assistant Director will be required in order to reinstate bus privileges.



**Note:** Overriding of the above steps may be necessary for extremely disruptive behavior or crisis situations such as vandalism, extreme defiance/insubordination, or threat of a physical nature, as well as safe school issues.

We strive to provide students with safe and reliable transportation to and from school. Movement School buses will undergo a thorough inspection and will be maintained at the highest standards. To maintain student safety and the upkeep of our buses, each student will be given an assigned seat. Parents will be notified and billed for any damages made to the seats, after a thorough investigation has been completed.

Parents with specific complaints about bus service should contact the School's Transportation Director.

### **LATE PICK-UP**

The first time a car rider gets picked up after 3:35 p.m. on full days and 12:00 p.m. ½ Days, there will be a verbal warning administered. The second time, a written documentation will be created and administered. The third time, a referral will be sent to the Business Operations Director for support and expectations will be re-established and/or a student pick-up contract will be drafted.

### **Car Riders:**

Movement School will allow families to drop off and pick up their child via car. Families will be provided with a car tag that is associated with their child to safely identify their child for pick up. All students will be escorted to their respective family member's car by a school staff member to ensure safety and proper identification of the family member.

### **Walkers**

Any student who is walking home must be accompanied by a family member over the age of 16. Prior to allowing the student to be a walker, the parent or guardian should sign a consent of agreement form indicating any additional person(s) allowed to pick up their child. This family member must come to the front entrance of the school to pick up the student.

### **Barriers:**

Movement School will partner families to identify and reduce barriers related to transportation and attendance. This includes reevaluating bus stops, connecting with local daycares and after schools programs who provide transportation, and facilitating a resource meeting with our school social worker to identify additional resources and support for families.

## EDUCATIONAL SERVICES MANAGEMENT AGREEMENT

**THIS MANAGEMENT AGREEMENT** (hereinafter “Agreement”) is made and entered into as of the \_\_\_\_ day of July, 2024 by and between **Movement Schools, Inc.**, a North Carolina non-profit corporation and an educational support services provider (hereinafter “ESP”), and **Movement Schools Atlanta, Inc.**, a Georgia non-profit corporation (“the Board”).

### RECITALS

**WHEREAS**, the Board has submitted a charter for the operation of a public state charter school under the authorization of the Clayton County Board of Education (“Authorizer”) known as Movement Schools Atlanta and located in College Park, Georgia (the “School”); and

**WHEREAS**, the Board has determined that it is in its best interest to contract with a qualified and competent educational support service provider to assist in operating the School; and

**WHEREAS**, the Board intends to apply for recognition of tax exempt status under Section 501(c)(3) as required under the Georgia Charter Schools Act; and

**WHEREAS**, the Board wishes to engage the ESP, and the ESP wishes to be engaged by the Board, to provide professional educational support and services to the School upon the terms and conditions set forth herein; and

**WHEREAS**, the Board has received and shall be entitled to receive certain payments under the Charter (other than amounts permitted to be retained by the Authorizer) and otherwise under the laws of the State of Georgia; and

**NOW, THEREFORE**, for mutual and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree with each other as follows:

### ARTICLE I CONTRACTING RELATIONSHIP

A. **Recitals.** The above recitals are true and correct and by this reference are hereby incorporated into this Agreement as though fully set forth herein.

B. **Authority.** The Board represents that it is authorized by law to contract with the ESP and for the ESP to provide educational support services to the Board. The Board further represents that it has been granted the Charter by the Authorizer to organize and operate a public charter school. The Board is therefore authorized by the Charter and the Authorizer to supervise and control such charter school, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in the Charter.

C. **Agreement.** The Board hereby contracts with the ESP, to the extent permitted by law, for the provision of educational support services to the administration, faculty, staff, and Directors of the Board in accordance with the educational goals, curriculum, methods of pupil

assessment, enrollment policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the Board's Board of Directors and included in the Charter between the Board and the Authorizer. The ESP's obligations to the Board shall be only as expressly set forth in this Agreement. Duties required to be carried out for the operation of the School which are not expressly set forth herein as being the ESP's responsibility shall remain the Board's sole responsibility.

**D. Designation of Agents.** The Board designates the employees of the ESP as agents of the Board having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act ("FERPA") and other applicable law; provided, however, that the ESP shall only communicate or negotiate with governmental agencies under the explicit direction of the Board. The Parties acknowledge and agree that the functions and powers of the Board under the Charter cannot be delegated to a third party without written agreement by the Board and the Authorizer.

**E. Status of the Parties.** The ESP is a North Carolina non-profit corporation and is not a division or a part of the Board. The Board is a Georgia non-profit corporation authorized by the Charter with fiduciary duty obligations owed solely to the School. The Board is not a division or part of the ESP and the parties had separate legal representation in negotiating the terms of this Agreement. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and does not create an employer-employee relationship. Except as expressly provided in this Agreement, no agent or employee of the ESP shall be deemed to be the agent or employee of the Board. The ESP shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between the ESP and the Board is based solely on the terms of this Agreement, and the terms of any other written agreements between the ESP and the Board. The ESP shall not take any tax position that is inconsistent with being a service provider to the Board with respect to the School's facilities that are being managed by the ESP.

**F. Exempt Status.** The Board has been determined by the Internal Revenue Service (the "IRS") to be an entity described in §501(c)(3) of the Internal Revenue Code (herein referred to as "exempt status"). Notwithstanding any provision herein, the ESP will take no action nor engage in any conduct that shall adversely impact the exempt status of the Board. All provisions herein shall be interpreted and applied consistent with this requirement. Further, the parties agree to amend this Agreement in the event a provision is deemed to be inconsistent with the exempt status of the Board.

## **ARTICLE II TERM & TERMINATION**

**A. Term of Agreement.** This Agreement shall be effective as of the date hereof (the "Commencement Date") and shall have a term equal to the term of the School's Charter. The date of the expiration of the School's Charter shall also constitute the expiration date of this Agreement (the "Expiration Date"). After the initial term, the term of the Agreement may be extended upon the written consent of both parties such that the term of this Agreement shall remain for the

duration of the School's current charter term. Nothing contained in this Agreement shall be construed to restrict or prevent either Party from entering into a School Management Agreement with any other party for any school other than the School that is the subject of this Agreement. The Parties acknowledge that any amendment will comply with applicable law and the terms of the Charter and that the Authorizer must approve this Agreement and any subsequent amendment thereto prior to its execution. Notwithstanding the foregoing, no Renewal Term shall exceed the safe harbor provisions in Rev Proc 2017-13.

## **B. Termination.**

1. Revocation, Termination of Nonrenewal of Charter. If the Charter issued by the Authorizer is revoked, terminated, or a renewal Charter is not issued to the Board after expiration of the Charter in effect at the time of execution of this Agreement, this Agreement shall automatically be suspended or terminated on the same date as the Charter is suspended, revoked, terminated, or expires without further action of the Parties; provided, however, that the ESP shall assist the School with its transition for a period not to exceed ninety (90) days following the effective date of termination of this Agreement.

2. Challenge to Section 501(c)(3) Status or Operations. Notwithstanding anything to the contrary, the Board may terminate this Agreement before the expiration date of the Term on written notice if, in the reasonable written opinion of the Board's tax counsel, such termination is necessary to protect (i) the Board or its governing body from assessment of penalties or sanctions by the Internal Revenue Service due to any provision of this Agreement, in whole or in part; or (ii) the Board's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

3. Additional Termination Rights of the Board. The Board may terminate this Agreement under the following additional circumstances:

- a. If the ESP shall under such law as shall be applicable to it commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or shall apply to any tribunal for a receiver, intervenor, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such action and the same shall remain undismissed for more than thirty (30) days.
- b. If the ESP is found by an administrative or judicial body to have made fraudulent use of funds, or if an administrative or judicial body has revoked any license which may be required for the ESP to carry on its business and perform its obligations and functions under this Agreement.
- c. If the ESP is in Material Breach of this Agreement. A "Material Breach" by the ESP shall include: (i) failure to account for its expenditures or pay the Board's operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules and curriculum duly adopted by the Board which are not in violation of this Agreement or the law, (iii) failure to make sufficient progress in attaining student achievement objectives and mission-specific goals of the Charter, including the Authorizer's Comprehensive Performance Framework, such that the Charter School reasonably determines that the current or future status of the Charter is in jeopardy, (iv) if the health, safety, or welfare of the students is

threatened, (v) violation of law, (vi) the revocation, suspension or termination of licenses/certifications needed for any School operations solely as a direct result of an act or failure to act by the ESP, and (vii) the revocation or threatened revocation by the Authorizer of the Charter solely as the direct result of an act or failure to act by ESP.

- d. The representations or warranties made by ESP in this Agreement shall be untrue in any material respect.

In the event of a Material Breach, the ESP shall have thirty (30) days after receipt of written notice to remedy said breach to the reasonable satisfaction of the Board. The Board, in its sole discretion, may permit an additional time period for the remedy of any breach that is not properly remedied within 30 days.

4. Additional Termination Rights of ESP. The ESP may terminate this Agreement if the Board commits a material breach of this Agreement and fails to cure such Material Breach within thirty (30) days after written notice of such breach. A “Material Breach” by the Board shall include: (i) failure to comply with any of its obligations under this Agreement that substantially impairs the ESP’s ability to perform its obligations to the Board; or (ii) failure to make any payment due hereunder within thirty (30) days after the date that such payment was due.

5. Effectiveness of Termination. If this Agreement is terminated prior to the end of the Term other than if required by applicable law in connection with termination as provided for in Section B.1 or B.2 of this Article, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current school year.

6. Effect of Termination. Upon the effective date of termination or expiration of this Agreement:

- a. Subject to any provisions contained in the Board’s facility lease, the Parties shall have the right to remove from the School any equipment or other assets owned or leased by the respective Party;
- b. The Board shall pay or reimburse ESP for the prepaid portion of any expenses or liabilities incurred by ESP pursuant to the Budget (as defined below) as of the date of such termination or expiration, provided ESP supplies the Board with documentation of all such expenses and liabilities. Upon termination or expiration of this Agreement pursuant to Section B of Article II, ESP, for a fee reasonably acceptable to ESP and agreeable to the Board, shall assist the Board for a period not to exceed six months following the effective date of termination of this Agreement, with the Board’s transition to another administrative or managerial arrangement, if any.
- c. ESP shall, if applicable, reasonably assist the Board in the execution of a closure and dissolution plan and cooperate in the closure and dissolution process, including without limitation, in any audits and court or other proceedings related thereto
- d. The party to whom Confidential Information (as defined herein) has been disclosed shall, upon request and at the direction of the disclosing party: (i) return such Confidential Information within thirty (30) days, including any copies thereof, and cease its use; or (ii) destroy such Confidential Information and certify such destruction to the disclosing party, except for a single copy thereof which may be retained for the sole purpose of determining the scope of any obligations incurred under this Agreement,

and except where disclosure or retention is required by applicable law. “Confidential Information” means any confidential and non-public trade, technical or business knowledge, information, and materials regarding the School or the ESP (or their respective affiliates), which is given by one Party to the other, or any of their respective representatives, in any form, whether printed, written, oral, visual, electronic or in any other media or manner. Confidential Information includes, but is not limited to, research, operations and procedures, financial projections, pricing, sales, expansion plans and strategies, services data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, as well as information with respect to each Parties’ or its affiliates’ plans for market expansion, except for information which a Party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other Party’s Confidential Information as required to be disclosed by law, rule, or regulation, Georgia Open Records Act, or by reason of subpoena, court order or government action shall not constitute a breach of this Agreement; however, in such event the Party required to disclose such information will reasonably cooperate with the Party whose information is required to be disclosed to obtain a protective order applicable to such disclosure. All Confidential Information will remain the sole property of the Party disclosing such information or data.

### **ARTICLE III FUNCTIONS OF THE ESP**

A. **Responsibility.** The ESP shall be responsible and accountable to the Board for the provision of educational support services as set forth herein. The ESP’s responsibility is expressly limited: (i) to the items set forth in the Annual Budget which is to be submitted and approved by the Board as provided in this Agreement, and (ii) by the availability of Charter Revenues. Neither the ESP nor the Board shall be required to expend Charter Revenues on services in excess of the amount set forth in the Annual Budget.

B. **Specific Functions.** The ESP shall be responsible for providing a set of educational support services to the School. Such functions are summarized below and set forth in more detail in Appendix A hereto:

1. Provide day-to-day supervision of, and perform leadership coaching and support to, the Head of School on behalf of the Board; provided, however, that the Board shall be ultimately responsible for evaluating the Head of School under the Leader Keys Effectiveness System and perform such other supervisory roles required under applicable law and the Charter. The ESP may also evaluate School leaders; provided that such evaluations shall not supplant the Board’s authority over School employees or its obligations under the Teacher and Leaders Keys Effectiveness Systems.

2. Consult on the implementation and administration regarding the education program, including the selection of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board (“Educational Program”).
3. In accordance with the Authorizer’s requirements, perform repeated evaluation, assessment and continuous improvement of the educational curriculum and program development and report findings to the Board upon its request.
4. Perform other consulting, data reporting, and liaison services with governmental and quasi-governmental offices and agencies as are necessary at the discretion of the Board.
5. Provide a central Chief Financial Officer with at least the credentials required by authorizer(s), who will oversee and manage all aspects of the accounting and finance operation, in coordination with the Board Treasurer, including general ledger management and financial reporting including identifying and applying for grants, spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto, overseeing insurance programs and risk management, and preparing the proposed annual budget for presentation to the Board for modification, amendment or approval; provided that any modifications or amendments shall be approved by express vote of the Board. At each monthly Board meeting, the ESP shall provide financial and budget updates to the Board which shall include statements of all revenues received by the Board, and statements of all expenses expended on behalf of the Board by the ESP, as further specified in Article V below.
6. Provide business management services to the Board.
7. Provide human resources and benefit administration services.
8. Provide services related to marketing and recruitment of students.
9. Provide development and communications services.
10. Provide real estate management and procurement services and assist the Board in procuring a facility, as set forth in a separate lease agreement.
11. Manage the selection of a Head of School, when a vacancy exists. The ESP shall undertake a recruitment process, implementing the Board’s vision statement and desired qualifications for a successful candidate. The ESP will screen candidates on behalf of the Board and, after identifying candidate(s) that meet the Board’s criteria, will present the candidate(s) to the Board for interview, selection, and hiring.

12. Provide professional development training in its methods and curriculum to all personnel on a regular and continuous basis.
13. Perform all other functions necessary or expedient for the administration of the School or as otherwise set forth herein.

C. **Purchases.** Purchases made by the ESP on behalf of the Board with the Board's funds, such as non-proprietary instructional and/or curriculum materials, books and supplies, software licenses, and equipment will be the property of the Board or the Authorizer as required by the Charter. The Board will own all proprietary rights to curriculum or educational materials that are both directly developed and paid for by the Board. The ESP shall own all proprietary rights to, and the Board's proprietary interest shall not include, curriculum or educational materials that are developed or copyrighted or similarly protected by the ESP. The ESP's educational materials and teaching techniques used by or at the School shall be subject to disclosure to the extent required by law.

D. **Subcontracts.** The ESP shall not subcontract any of its services without the written consent of the Board.

E. **Place of performance.** The ESP reserves the right to perform functions other than in-school instructional consultation, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by state or local law.

F. **Student Recruitment.** The ESP and the Board shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies established by the Board. Students shall be selected in accordance with the procedures set forth in the Charter and in compliance with applicable laws. The ESP shall solicit and recruit enrollment of students by various means, including but not limited to the following: utilize paid and unpaid media-advertisements in a newspaper of general circulation, mailings to parents/guardians of prospective students, word-of-mouth, and presentations to interested groups and distribute information through advertisements utilized by the Authorizer.

G. **Legal Requirements.** The ESP shall provide educational support services that meet federal, state, and local requirements, and the requirements imposed under applicable laws and the Charter, unless such requirements are or have been waived.

H. **School Year and School Day.** The school year and the school day shall be as required by law and as determined annually by the Board.

I. **Pupil Performance Standards and Evaluation.** Under the direction of the Board, the ESP shall implement pupil performance evaluations that permit evaluation of the educational progress of each School student. The ESP shall administer all standardized tests which are required by the Authorizer, and in compliance with all state, local and federal requirements for proper test monitoring and security. In particular, without limiting the generality of the foregoing:

1. The ESP shall manage the administration of standardized assessments in accordance with the Charter and applicable state law and shall report to the Board on student academic progress on a regular basis and as the academic information becomes available.
2. The ESP shall assess and address possible reasons for any decrease in individual Enrolled Student's scores or Enrolled Students' scores in the aggregate, for each grade level at the School. Such steps shall include a mid-year progress report that the ESP must submit to the Board for review. Should the Board determine improvements are necessary; such improvements must be implemented as allowed for under the Annual Budget.
3. The ESP shall use reasonable efforts to ensure that the School and the students of the School meet or exceed all performance standards set forth in the Charter. The ESP will make reasonable efforts to ensure both that each individual Enrolled Student's score and Enrolled Students' scores in the aggregate for each grade level at the School, increases from year to year in accordance with the objectives set forth in the Charter. The Board and the ESP will cooperate in good faith to identify measures of and goals for School students and School performance, including but not limited to academic achievement and parent satisfaction. The ESP shall perform its duties and responsibilities as set forth in this Agreement to the reasonable satisfaction of the Board.

J. **Contract between the Board and the Authorizer.** The ESP will not act in a manner which will cause the Board to be in breach of its Charter with the Authorizer.

K. **Unusual Events.** The ESP agrees to timely notify the Board and/or school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Board in complying with its responsibilities hereunder or any requirements under applicable laws or in the establishment, maintenance, management or carrying on of the School in the ordinary course.

L. **Student and Financial Records.** All student and financial information related to the School shall be available for inspection at the School upon reasonable request consistent with applicable federal and state laws.

M. **Charter School Records/Proprietary.** The financial, educational and student records pertaining to the School are Charter School property, and such records are subject to the provisions of the applicable freedom of information act(s) to the extent required by applicable law. All School records shall be physically or electronically available, upon request, at the School. Except as prohibited under the Charter and applicable law, the Authorizer and the public shall have access to the School's records.

**ARTICLE IV  
OBLIGATIONS OF THE BOARD**

A. **Good Faith Obligation.** The Board shall be responsible for its fiscal and academic policy. The Board shall exercise good faith in considering the recommendations of the ESP, including but not limited to, the ESP’s recommendations concerning policies, rules, regulations and budgets.

B. **Assistance to the ESP.** The Board shall cooperate with the ESP in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all Board meetings. The Board shall timely furnish the ESP all documents and records necessary for the ESP to properly perform its responsibilities under this Agreement, including, without limitation, assisting the ESP in applying for licenses and permits and in obtaining any required approvals and consents.

C. **Unusual Events.** The Board agrees to timely notify the ESP of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the ESP in complying with its responsibilities hereunder.

D. **Retained Authority.** The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the School, including regulations relative to the conduct of pupils while in attendance at the School or en route to and from the School.

**ARTICLE V  
FINANCIAL ARRANGEMENTS**

A. **Charter Revenues.** The primary sources of funding for the School are the following (“Charter Revenues”) as defined below and as permitted by and consistent with state and federal laws:

1. State aid funding for public school students enrolled at the School.
2. Special education funding provided by the federal, state, and local governments that is directly allocable to special education students enrolled at the School.
3. Gifted and talented funding provided by the federal, state, and local governments that is directly allocable to gifted and talented students enrolled at the School.
4. At-risk funding provided by the federal, state, and local governments that is directly allocable to at-risk students enrolled at the School.
5. Funding provided by the federal, state, and local governments that is directly allocable to students enrolled at the School with limited English proficiency.
6. All federal, state and local grant sources, including Title I, any startup funding allocable to the School, tax millage funding, pandemic or other emergency relief funding or other unanticipated funding from the federal, state or local sources

**B. Other Revenue Sources.** The Board authorizes the ESP's solicitation of any available non-governmental grants, donations, or contributions on behalf of the School, including the Movement Foundation ("Other Revenues"). Any such funds received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise determined by the ESP consistent with its obligations herein. The ESP will coordinate with Movement Foundation on behalf of the Board to ensure that any funding deficits for MSA are supplemented by the Movement Foundation pursuant to its letter of financial commitment to the School, which is incorporated here by reference. Subject to applicable donor restrictions, the ESP shall determine the allocation of any Other Revenues that remain unexpended following completion of the project or purpose for which they were originally designated. Such funds shall be considered Charter Revenues as set forth herein unless otherwise agreed upon in writing by the Parties. Upon termination of this Agreement, the ESP shall comply with the terms of any agreements with respect to any surplus of Other Revenues provided to ESP that were restricted to support operations of the School.

**C. Fees.** The ESP will charge the Board a fee for its services in an amount not to exceed 15% of Charter Revenues, which shall be established annually in accordance with available funds as determined and approved by the Board pursuant to the Annual Budget and any amendments thereto.

**D. Budget.** Under the supervision of the Board, the ESP shall manage the budget, accounting, and financial reporting functions for the School in accordance with Board's financial and budgeting policies and procedures, the requests of the Authorizer, the provisions of the Charter and the approved Annual Budget). The Board shall be responsible for reviewing, revising, and approving the Budget in accordance with the Charter and applicable law.

1. The ESP shall prepare and submit to the Board for its approval for each Fiscal Year an Annual Budget for the School not later than sixty (60) days prior to the beginning of the Fiscal Year (July 1-June 30). Each Annual Budget shall adhere to the Board's budgeting policies and state an estimate for the coming Fiscal Year for (i) Charter Revenues; (ii) Operating Expenses; (iii) Reserve Expenses; (iv) Audit Expenses; and (v) Fund Balance.

2. Reserve Expenses means the amount of money reflected in the Annual Budget that must be deposited into an account for Reserve Expenses. The Reserve Expense Account shall be used for the establishment of reasonable reserves for long-term renewal and replacement of the School facility or portions thereof.

3. Operating Expenses include the Board expenses advanced by the ESP in support of School operations and are subject to reimbursement.

a. It is the intent of this provision that the ESP prepare and submit to the Board a balanced annual budget, which shall provide for full payment of the (i) Charter Revenues; (ii) Operating Expenses; (iii) Reserve Expenses, (iv) Audit Expenses and (v) Fund Balance with respect to the School.

- b. The ESP will propose amendments or revisions to the Budget not less frequently than semi-annually in order to reflect the results of the most recent student count. Any such amendment shall only be valid if approved by the Board and shall be in compliance with applicable law, including but not limited to O.C.G.A. § 20-2-167.1. The ESP and the Board acknowledge their mutual intent to make all good faith efforts to ensure that the final annual budget is completed no later than June 30<sup>th</sup> (the “Annual Budget”).
- c. The ESP shall operate and manage the School according to the Annual Budget.
- d. The ESP shall not expend the Charter Revenues except in accordance with the provisions of the Annual Budget, the Charter, its delegated authority under this Agreement (which shall not include authority to serve as a co-signatory on the School’s bank account(s)), the Board’s policies, and applicable laws.

Nothing in this section or Agreement shall in any way reduce or affect the Board’s authority and responsibility to exercise oversight over the School’s finances, including the Board’s role and requirement to adopt an annual operating budget.

**E. Availability of Funds.** The ESP shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Charter Revenues to make payments of Operating Expenses in accordance with the terms of the Annual Budget.

**F. Other Schools.** The Board acknowledges that the ESP may enter into similar agreements with other charter school entities. The ESP shall maintain separate accounts for expenses incurred by and on behalf of the Board and other charter schools, and shall only charge the School for expenses incurred by or on behalf of the School. If the ESP incurs authorized reimbursable expenses on behalf of the Board and other charter schools which are incapable of precise allocation, then the ESP shall allocate such expenses among all such charter schools, including the School, on a prorated basis based upon the number of students enrolled at such charter schools, or upon such other equitable basis as is acceptable to the parties.

**G. Financial Reporting.** The ESP shall provide the Board with:

1. The projected Annual Budget as required by the terms of this Agreement.
2. Detailed statements of all Charter Revenues received, and detailed statements of all expenditures for services and or expenses rendered or incurred to or on behalf of the School, whether incurred on-site or off-site, upon request.
3. Monthly financial statements by the 20th day of the following month, including a balance sheet, statement of revenues and expenditures.

4. Other information on a periodic basis to enable the Board to (i) monitor the ESP's performance and the efficiency of its operation of the School, and (ii) furnish reports and information which the Board is required to provide pursuant to its Charter and/or applicable laws.
5. Reports on School operations, finances, and student performance shall be provided upon request, but not less frequently than four (4) times per year.

H. **Access to Records.** The ESP shall keep accurate financial records pertaining to its operation of the School; together with all School financial records prepared by or in possession of the ESP, and shall retain all of such financial records for a period of time as may be required by the Charter and applicable law. The ESP and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law.

I. **Review of Operational Budget.** The Board shall be responsible for reviewing and approving the Annual Budget of the School and any proposed amendments thereto.

J. **Annual Audit.** The Board shall select and retain an independent auditor to conduct an annual audit of the School in accordance with the School's authorizing documents. Subject to applicable law, all finance and other records of the ESP related to the School will be made available to the Board's independent auditor.

K. **Start-up Financing/Operating Losses.** The ESP may, at the request of the Board and at the ESP's discretion, provide funds for operating losses for the School, including funds for the development of a curriculum, technology system and school operations plan; recruiting, selecting and pre-service training of staff members; and cleaning, fixing and equipping of the School building as required by this Agreement. The ESP advances shall be budgeted and shall be in amounts acceptable to the ESP. Subject to the provisions of this Agreement, the ESP shall be reimbursed from the Depository Account as and when funds are available and approved by the Board.

L. **Marketing.** Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School program and shall not include costs for the marketing and development of the ESP.

M. **Attendance at Meetings.** The ESP shall be required to attend meetings of the Board and the Authorizer as required.

## **ARTICLE VI PERSONNEL**

A. **Teachers and Staff.** The Board shall be the employer of all personnel and hereby delegates all personnel management functions to the ESP, including 1) the recruitment, selection, hire, training, supervision, evaluation, discipline and termination of all personnel

associated with the School, who shall include without limitation, administrative and support staff and all teachers qualified in the grade levels and subjects required to implement the educational system of the School; 2) establishing appropriate personnel policies and procedures; 3) determining teacher and staffing composition and compensation in accordance with the budget. Each employee hired or retained by the ESP shall hold a valid teaching certificate issued by the state board of education, if and as may be required by law, and hiring decisions shall be made only after completion of criminal background or other checks, if and as may be required by the Georgia Charter Schools Act or other applicable state and federal laws, or as may be deemed prudent by the ESP.

**B. School Leader.** Since the responsibility of the School Leader is critical to the School's success, the ESP shall provide present the Board for approval with its best candidate recommendation(s) for the position; if the Board disapproves of the candidate, the ESP will successively present candidate recommendation(s) until the Board approves a candidate. For each candidate recommendation declined, the Board shall provide the ESP with its reasonable justification for non-selection. from which the Board shall select the School Leader. The School Leader shall be accountable to the Board and the ESP for the success of the School. The ESP shall maintain responsibility for monitoring and managing the performance of the School Leader consistent with Board expectations and for reporting to the Board. The ESP shall not recommend termination of the School Leader without first providing notice to the Board of the reason for termination and receiving Board approval for the action, which shall not be unreasonably withheld. If the Board unreasonably withholds its School Leader selection decision or its approval to terminate the School Leader following notice by the ESP, it shall constitute a material breach of this Agreement.

## **ARTICLE VII INDEMNIFICATION**

Each party to this Agreement does hereby indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys to the fullest extent of the law from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the other party, (ii) any action taken or not taken by the other party, or (iii) any noncompliance or breach by the other party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. In addition, each party to this Agreement shall indemnify the Authorizer to the fullest extent of the law from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the ESP or the Board or (ii) any action taken or not taken by the ESP or the Board.

## **ARTICLE VIII INSURANCE**

**A. Insurance Coverage.** Each party shall maintain such insurance in the coverage amounts as may be required by the Charter, with the other party listed as an additional insured.

The building and related capital facilities remain the responsibility of the Board and the Board shall cover its property with property and casualty insurance. Charter Revenues will be used to purchase insurance defined in the Charter to operate the School, including the provision of Directors & Officers Liability insurance for the Board. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party's insurers, to the extent reasonably practicable.

**B. Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance as required by the Charter and applicable laws, covering their respective employees.

## **ARTICLE IX WARRANTIES AND REPRESENTATIONS**

**A. Charter School Warranties and Representations.** The Board represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

**B. ESP Warranties and Representations.** The ESP warrants and represents that it is a non-profit corporation in good standing and is authorized to conduct business in the State of Georgia. The ESP will comply with all registration and licensing requirements relating to conducting business under this Agreement.

**C. Mutual Warranties.** The Board and the ESP mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

## **ARTICLE X NON-DISCRIMINATION**

The ESP agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement, and that it shall comply with the Charter and all applicable law in this regard.

## **ARTICLE XI LIMITATION OF LIABILITY**

The parties desire to enter into this Agreement only if in doing so the parties can exclude special or punitive damages on the party liable for any cause of action arising out of this Agreement. Any and all damages shall also be limited by this Agreement, and limited to such claims and damages

arising solely from this Agreement. Nothing contained in this Article or elsewhere in this Agreement is in any way intended to either be a waiver of the limitation set forth in O.C.G.A. § 50-21-23, or to extend the Board liability beyond the limits established in said O.C.G.A. § 50-21-23; and notwithstanding anything to the contrary no claim or award against the Board shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest.

## **ARTICLE XII MISCELLANEOUS**

A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Board and the ESP.

B. **Force Majeure.** Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article of this Agreement governing termination.

C. **State Governing Law/Dispute Resolution.** The rights of all parties hereto shall be construed according to the laws of the State of Georgia. The parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If, nevertheless, a dispute should arise in connection with this Agreement, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. In the event any dispute arises between the Board and the ESP concerning this Agreement, upon mutual consent of the parties, it shall be submitted to arbitration conducted in accordance with the American Arbitration Association (“AAA”) for resolution. If the parties cannot agree on an alternate arbitrator, they shall submit the dispute to the Atlanta regional office of AAA and the arbitration shall take place in Atlanta. The arbitration shall be conducted by a single arbitrator. The parties shall appoint the single arbitrator to arbitrate the dispute within ten (10) business days of the submission of the dispute. In the absence of agreement of the single arbitrator to arbitrate the dispute within such time, AAA is authorized to appoint an arbitrator in accordance with the AAA rules, except that the arbitrator shall have as his/her principal place of business the Atlanta metropolitan area.

D. **Incorporation of Charter.** Notwithstanding anything herein to the contrary, the operation of the School and the obligations and duties of the parties under this Agreement shall be governed in all respects by the terms and provisions of the Charter, which is incorporated herein by reference. All capitalized terms not defined herein shall have the meanings given in the Charter.

E. **Agreement in Entirety.** This Agreement (including attachments) constitutes the entire agreement of the parties.

F. **Official Notices.** All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by: (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail or FedEx, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of confirmed receipt if sent by certified or registered mail or FedEx. Notices to the Board shall be sent to the current address of the then current Board Chair, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board Chair and Board, are as follows:

**Charter School:**

Movement Schools Atlanta  
600 Peachtree Street NE 3000  
Atlanta, GA 30308  
C/O Mr. Nick Stonestreet, Board Chair  
[REDACTED]

**The ESP:**

Movement Schools, Inc.  
[ADDRESS]  
C/O Kerri-Ann Thomas, CEO  
[REDACTED]

G. **Assignment.** This Agreement may not be assigned by any party.

H. **Amendment.** This Agreement shall not be altered, amended, modified or supplemented except in writing and approved by the Board and signed by both parties and in accordance with the Charter Agreement and applicable law.

I. **Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

**J. Other Provisions.**

1. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

2. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Georgia by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Georgia law. If not modifiable to conform with such law, then it shall be deemed severable, and in either event, the remaining terms

and provisions of this Agreement shall remain unmodified and in full force and effect.

K. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to the ESP powers or authority of the Board which are not subject to delegation under applicable law.

L. **Compliance with Law.** The parties to this Agreement agree to comply with all applicable laws and regulations.

M. **Compliance with Charter.** The parties to this Agreement agree to comply with the terms and conditions set forth in the Charter.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

**MOVEMENT SCHOOLS ATLANTA**

\_\_\_\_\_  
Nicholas Stonestreet, Chair of the Board, its  
authorized agent  
Date: July \_\_, 2024

**MOVEMENT SCHOOLS, INC.**

\_\_\_\_\_  
Kerri-Ann Thomas CEO,  
its authorized agent  
Date: July \_\_, 2024

## EDUCATIONAL SERVICES MANAGEMENT AGREEMENT

**THIS MANAGEMENT AGREEMENT** (hereinafter “Agreement”) is made and entered into as of the \_\_\_\_ day of July, 2024 by and between **Movement Schools, Inc.**, a North Carolina non-profit corporation and an educational support services provider (hereinafter “ESP”), and **Movement Schools Atlanta, Inc.**, a Georgia non-profit corporation (“the Board”).

### RECITALS

**WHEREAS**, the Board has submitted a charter for the operation of a public state charter school under the authorization of the Clayton County Board of Education (“Authorizer”) known as Movement Schools Atlanta and located in College Park, Georgia (the “School”); and

**WHEREAS**, the Board has determined that it is in its best interest to contract with a qualified and competent educational support service provider to assist in operating the School; and

**WHEREAS**, the Board intends to apply for recognition of tax exempt status under Section 501(c)(3) as required under the Georgia Charter Schools Act; and

**WHEREAS**, the Board wishes to engage the ESP, and the ESP wishes to be engaged by the Board, to provide professional educational support and services to the School upon the terms and conditions set forth herein; and

**WHEREAS**, the Board has received and shall be entitled to receive certain payments under the Charter (other than amounts permitted to be retained by the Authorizer) and otherwise under the laws of the State of Georgia; and

**NOW, THEREFORE**, for mutual and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree with each other as follows:

### ARTICLE I CONTRACTING RELATIONSHIP

A. **Recitals.** The above recitals are true and correct and by this reference are hereby incorporated into this Agreement as though fully set forth herein.

B. **Authority.** The Board represents that it is authorized by law to contract with the ESP and for the ESP to provide educational support services to the Board. The Board further represents that it has been granted the Charter by the Authorizer to organize and operate a public charter school. The Board is therefore authorized by the Charter and the Authorizer to supervise and control such charter school, and is invested with all powers necessary or desirable for carrying out the educational program contemplated in the Charter.

C. **Agreement.** The Board hereby contracts with the ESP, to the extent permitted by law, for the provision of educational support services to the administration, faculty, staff, and Directors of the Board in accordance with the educational goals, curriculum, methods of pupil

assessment, enrollment policy and criteria, school calendar and school day schedule, age and grade range of pupils to be enrolled, educational goals, and method to be used to monitor compliance with performance of targeted educational outcomes, all as adopted by the Board's Board of Directors and included in the Charter between the Board and the Authorizer. The ESP's obligations to the Board shall be only as expressly set forth in this Agreement. Duties required to be carried out for the operation of the School which are not expressly set forth herein as being the ESP's responsibility shall remain the Board's sole responsibility.

**D. Designation of Agents.** The Board designates the employees of the ESP as agents of the Board having a legitimate educational interest such that they are entitled to access to educational records under 20 U.S.C. §1232g, the Family Rights and Privacy Act ("FERPA") and other applicable law; provided, however, that the ESP shall only communicate or negotiate with governmental agencies under the explicit direction of the Board. The Parties acknowledge and agree that the functions and powers of the Board under the Charter cannot be delegated to a third party without written agreement by the Board and the Authorizer.

**E. Status of the Parties.** The ESP is a North Carolina non-profit corporation and is not a division or a part of the Board. The Board is a Georgia non-profit corporation authorized by the Charter with fiduciary duty obligations owed solely to the School. The Board is not a division or part of the ESP and the parties had separate legal representation in negotiating the terms of this Agreement. The parties to this Agreement intend that the relationship created by this Agreement is that of an independent contractor and does not create an employer-employee relationship. Except as expressly provided in this Agreement, no agent or employee of the ESP shall be deemed to be the agent or employee of the Board. The ESP shall be solely responsible for its acts and the acts of its agents, employees and subcontractors. The relationship between the ESP and the Board is based solely on the terms of this Agreement, and the terms of any other written agreements between the ESP and the Board. The ESP shall not take any tax position that is inconsistent with being a service provider to the Board with respect to the School's facilities that are being managed by the ESP.

**F. Exempt Status.** The Board has been determined by the Internal Revenue Service (the "IRS") to be an entity described in §501(c)(3) of the Internal Revenue Code (herein referred to as "exempt status"). Notwithstanding any provision herein, the ESP will take no action nor engage in any conduct that shall adversely impact the exempt status of the Board. All provisions herein shall be interpreted and applied consistent with this requirement. Further, the parties agree to amend this Agreement in the event a provision is deemed to be inconsistent with the exempt status of the Board.

## **ARTICLE II TERM & TERMINATION**

**A. Term of Agreement.** This Agreement shall be effective as of the date hereof (the "Commencement Date") and shall have a term equal to the term of the School's Charter. The date of the expiration of the School's Charter shall also constitute the expiration date of this Agreement (the "Expiration Date"). After the initial term, the term of the Agreement may be extended upon the written consent of both parties such that the term of this Agreement shall remain for the

duration of the School's current charter term. Nothing contained in this Agreement shall be construed to restrict or prevent either Party from entering into a School Management Agreement with any other party for any school other than the School that is the subject of this Agreement. The Parties acknowledge that any amendment will comply with applicable law and the terms of the Charter and that the Authorizer must approve this Agreement and any subsequent amendment thereto prior to its execution. Notwithstanding the foregoing, no Renewal Term shall exceed the safe harbor provisions in Rev Proc 2017-13.

## **B. Termination.**

1. Revocation, Termination of Nonrenewal of Charter. If the Charter issued by the Authorizer is revoked, terminated, or a renewal Charter is not issued to the Board after expiration of the Charter in effect at the time of execution of this Agreement, this Agreement shall automatically be suspended or terminated on the same date as the Charter is suspended, revoked, terminated, or expires without further action of the Parties; provided, however, that the ESP shall assist the School with its transition for a period not to exceed ninety (90) days following the effective date of termination of this Agreement.

2. Challenge to Section 501(c)(3) Status or Operations. Notwithstanding anything to the contrary, the Board may terminate this Agreement before the expiration date of the Term on written notice if, in the reasonable written opinion of the Board's tax counsel, such termination is necessary to protect (i) the Board or its governing body from assessment of penalties or sanctions by the Internal Revenue Service due to any provision of this Agreement, in whole or in part; or (ii) the Board's tax-exempt status under Section 501(c)(3) of the Internal Revenue Code.

3. Additional Termination Rights of the Board. The Board may terminate this Agreement under the following additional circumstances:

- a. If the ESP shall under such law as shall be applicable to it commence any case or proceeding, or file any petition in bankruptcy, or for reorganization, liquidation or dissolution, or be adjudicated, insolvent or bankrupt, or shall apply to any tribunal for a receiver, intervenor, conservator or trustee for itself or for any substantial part of its property; or if there shall be commenced against it any such action and the same shall remain undismissed for more than thirty (30) days.
- b. If the ESP is found by an administrative or judicial body to have made fraudulent use of funds, or if an administrative or judicial body has revoked any license which may be required for the ESP to carry on its business and perform its obligations and functions under this Agreement.
- c. If the ESP is in Material Breach of this Agreement. A "Material Breach" by the ESP shall include: (i) failure to account for its expenditures or pay the Board's operating costs (provided funds are available to do so), (ii) failure to follow policies, procedures, rules and curriculum duly adopted by the Board which are not in violation of this Agreement or the law, (iii) failure to make sufficient progress in attaining student achievement objectives and mission-specific goals of the Charter, including the Authorizer's Comprehensive Performance Framework, such that the Charter School reasonably determines that the current or future status of the Charter is in jeopardy, (iv) if the health, safety, or welfare of the students is

threatened, (v) violation of law, (vi) the revocation, suspension or termination of licenses/certifications needed for any School operations solely as a direct result of an act or failure to act by the ESP, and (vii) the revocation or threatened revocation by the Authorizer of the Charter solely as the direct result of an act or failure to act by ESP.

- d. The representations or warranties made by ESP in this Agreement shall be untrue in any material respect.

In the event of a Material Breach, the ESP shall have thirty (30) days after receipt of written notice to remedy said breach to the reasonable satisfaction of the Board. The Board, in its sole discretion, may permit an additional time period for the remedy of any breach that is not properly remedied within 30 days.

4. Additional Termination Rights of ESP. The ESP may terminate this Agreement if the Board commits a material breach of this Agreement and fails to cure such Material Breach within thirty (30) days after written notice of such breach. A “Material Breach” by the Board shall include: (i) failure to comply with any of its obligations under this Agreement that substantially impairs the ESP’s ability to perform its obligations to the Board; or (ii) failure to make any payment due hereunder within thirty (30) days after the date that such payment was due.

5. Effectiveness of Termination. If this Agreement is terminated prior to the end of the Term other than if required by applicable law in connection with termination as provided for in Section B.1 or B.2 of this Article, and unless otherwise agreed by the Parties, such termination will not become effective until the end of the then-current school year.

6. Effect of Termination. Upon the effective date of termination or expiration of this Agreement:

- a. Subject to any provisions contained in the Board’s facility lease, the Parties shall have the right to remove from the School any equipment or other assets owned or leased by the respective Party;
- b. The Board shall pay or reimburse ESP for the prepaid portion of any expenses or liabilities incurred by ESP pursuant to the Budget (as defined below) as of the date of such termination or expiration, provided ESP supplies the Board with documentation of all such expenses and liabilities. Upon termination or expiration of this Agreement pursuant to Section B of Article II, ESP, for a fee reasonably acceptable to ESP and agreeable to the Board, shall assist the Board for a period not to exceed six months following the effective date of termination of this Agreement, with the Board’s transition to another administrative or managerial arrangement, if any.
- c. ESP shall, if applicable, reasonably assist the Board in the execution of a closure and dissolution plan and cooperate in the closure and dissolution process, including without limitation, in any audits and court or other proceedings related thereto
- d. The party to whom Confidential Information (as defined herein) has been disclosed shall, upon request and at the direction of the disclosing party: (i) return such Confidential Information within thirty (30) days, including any copies thereof, and cease its use; or (ii) destroy such Confidential Information and certify such destruction to the disclosing party, except for a single copy thereof which may be retained for the sole purpose of determining the scope of any obligations incurred under this Agreement,

and except where disclosure or retention is required by applicable law. “Confidential Information” means any confidential and non-public trade, technical or business knowledge, information, and materials regarding the School or the ESP (or their respective affiliates), which is given by one Party to the other, or any of their respective representatives, in any form, whether printed, written, oral, visual, electronic or in any other media or manner. Confidential Information includes, but is not limited to, research, operations and procedures, financial projections, pricing, sales, expansion plans and strategies, services data, trade secrets and other intellectual property, or the results of any mediation or private adjudication, as well as information with respect to each Parties’ or its affiliates’ plans for market expansion, except for information which a Party can show by contemporaneous written records was developed or formulated independently of work or services performed for, or in connection with performance of, this Agreement. Notwithstanding the foregoing, the disclosure of the other Party’s Confidential Information as required to be disclosed by law, rule, or regulation, Georgia Open Records Act, or by reason of subpoena, court order or government action shall not constitute a breach of this Agreement; however, in such event the Party required to disclose such information will reasonably cooperate with the Party whose information is required to be disclosed to obtain a protective order applicable to such disclosure. All Confidential Information will remain the sole property of the Party disclosing such information or data.

### **ARTICLE III FUNCTIONS OF THE ESP**

A. **Responsibility.** The ESP shall be responsible and accountable to the Board for the provision of educational support services as set forth herein. The ESP’s responsibility is expressly limited: (i) to the items set forth in the Annual Budget which is to be submitted and approved by the Board as provided in this Agreement, and (ii) by the availability of Charter Revenues. Neither the ESP nor the Board shall be required to expend Charter Revenues on services in excess of the amount set forth in the Annual Budget.

B. **Specific Functions.** The ESP shall be responsible for providing a set of educational support services to the School. Such functions are summarized below and set forth in more detail in Appendix A hereto:

1. Provide day-to-day supervision of, and perform leadership coaching and support to, the Head of School on behalf of the Board; provided, however, that the Board shall be ultimately responsible for evaluating the Head of School under the Leader Keys Effectiveness System and perform such other supervisory roles required under applicable law and the Charter. The ESP may also evaluate School leaders; provided that such evaluations shall not supplant the Board’s authority over School employees or its obligations under the Teacher and Leaders Keys Effectiveness Systems.

2. Consult on the implementation and administration regarding the education program, including the selection of instructional materials, equipment and supplies, and the administration of any and all extra-curricular and co-curricular activities and programs approved by the Board (“Educational Program”).
3. In accordance with the Authorizer’s requirements, perform repeated evaluation, assessment and continuous improvement of the educational curriculum and program development and report findings to the Board upon its request.
4. Perform other consulting, data reporting, and liaison services with governmental and quasi-governmental offices and agencies as are necessary at the discretion of the Board.
5. Provide a central Chief Financial Officer with at least the credentials required by authorizer(s), who will oversee and manage all aspects of the accounting and finance operation, in coordination with the Board Treasurer, including general ledger management and financial reporting including identifying and applying for grants, spending and administering any grant funding obtained in compliance with the specific terms and conditions of said grants and participating in any audits related thereto, overseeing insurance programs and risk management, and preparing the proposed annual budget for presentation to the Board for modification, amendment or approval; provided that any modifications or amendments shall be approved by express vote of the Board. At each monthly Board meeting, the ESP shall provide financial and budget updates to the Board which shall include statements of all revenues received by the Board, and statements of all expenses expended on behalf of the Board by the ESP, as further specified in Article V below.
6. Provide business management services to the Board.
7. Provide human resources and benefit administration services.
8. Provide services related to marketing and recruitment of students.
9. Provide development and communications services.
10. Provide real estate management and procurement services and assist the Board in procuring a facility, as set forth in a separate lease agreement.
11. Manage the selection of a Head of School, when a vacancy exists. The ESP shall undertake a recruitment process, implementing the Board’s vision statement and desired qualifications for a successful candidate. The ESP will screen candidates on behalf of the Board and, after identifying candidate(s) that meet the Board’s criteria, will present the candidate(s) to the Board for interview, selection, and hiring.

12. Provide professional development training in its methods and curriculum to all personnel on a regular and continuous basis.
13. Perform all other functions necessary or expedient for the administration of the School or as otherwise set forth herein.

C. **Purchases.** Purchases made by the ESP on behalf of the Board with the Board's funds, such as non-proprietary instructional and/or curriculum materials, books and supplies, software licenses, and equipment will be the property of the Board or the Authorizer as required by the Charter. The Board will own all proprietary rights to curriculum or educational materials that are both directly developed and paid for by the Board. The ESP shall own all proprietary rights to, and the Board's proprietary interest shall not include, curriculum or educational materials that are developed or copyrighted or similarly protected by the ESP. The ESP's educational materials and teaching techniques used by or at the School shall be subject to disclosure to the extent required by law.

D. **Subcontracts.** The ESP shall not subcontract any of its services without the written consent of the Board.

E. **Place of performance.** The ESP reserves the right to perform functions other than in-school instructional consultation, such as purchasing, professional development, and administrative functions, off-site, unless prohibited by state or local law.

F. **Student Recruitment.** The ESP and the Board shall be jointly responsible for the recruitment of students subject to agreement on general recruitment and admission policies established by the Board. Students shall be selected in accordance with the procedures set forth in the Charter and in compliance with applicable laws. The ESP shall solicit and recruit enrollment of students by various means, including but not limited to the following: utilize paid and unpaid media-advertisements in a newspaper of general circulation, mailings to parents/guardians of prospective students, word-of-mouth, and presentations to interested groups and distribute information through advertisements utilized by the Authorizer.

G. **Legal Requirements.** The ESP shall provide educational support services that meet federal, state, and local requirements, and the requirements imposed under applicable laws and the Charter, unless such requirements are or have been waived.

H. **School Year and School Day.** The school year and the school day shall be as required by law and as determined annually by the Board.

I. **Pupil Performance Standards and Evaluation.** Under the direction of the Board, the ESP shall implement pupil performance evaluations that permit evaluation of the educational progress of each School student. The ESP shall administer all standardized tests which are required by the Authorizer, and in compliance with all state, local and federal requirements for proper test monitoring and security. In particular, without limiting the generality of the foregoing:

1. The ESP shall manage the administration of standardized assessments in accordance with the Charter and applicable state law and shall report to the Board on student academic progress on a regular basis and as the academic information becomes available.
2. The ESP shall assess and address possible reasons for any decrease in individual Enrolled Student's scores or Enrolled Students' scores in the aggregate, for each grade level at the School. Such steps shall include a mid-year progress report that the ESP must submit to the Board for review. Should the Board determine improvements are necessary; such improvements must be implemented as allowed for under the Annual Budget.
3. The ESP shall use reasonable efforts to ensure that the School and the students of the School meet or exceed all performance standards set forth in the Charter. The ESP will make reasonable efforts to ensure both that each individual Enrolled Student's score and Enrolled Students' scores in the aggregate for each grade level at the School, increases from year to year in accordance with the objectives set forth in the Charter. The Board and the ESP will cooperate in good faith to identify measures of and goals for School students and School performance, including but not limited to academic achievement and parent satisfaction. The ESP shall perform its duties and responsibilities as set forth in this Agreement to the reasonable satisfaction of the Board.

J. **Contract between the Board and the Authorizer.** The ESP will not act in a manner which will cause the Board to be in breach of its Charter with the Authorizer.

K. **Unusual Events.** The ESP agrees to timely notify the Board and/or school administrator of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the Board in complying with its responsibilities hereunder or any requirements under applicable laws or in the establishment, maintenance, management or carrying on of the School in the ordinary course.

L. **Student and Financial Records.** All student and financial information related to the School shall be available for inspection at the School upon reasonable request consistent with applicable federal and state laws.

M. **Charter School Records/Proprietary.** The financial, educational and student records pertaining to the School are Charter School property, and such records are subject to the provisions of the applicable freedom of information act(s) to the extent required by applicable law. All School records shall be physically or electronically available, upon request, at the School. Except as prohibited under the Charter and applicable law, the Authorizer and the public shall have access to the School's records.

**ARTICLE IV  
OBLIGATIONS OF THE BOARD**

A. **Good Faith Obligation.** The Board shall be responsible for its fiscal and academic policy. The Board shall exercise good faith in considering the recommendations of the ESP, including but not limited to, the ESP’s recommendations concerning policies, rules, regulations and budgets.

B. **Assistance to the ESP.** The Board shall cooperate with the ESP in furnishing all information and submitting all forms and reports required in association with this Agreement, including timely notice of all Board meetings. The Board shall timely furnish the ESP all documents and records necessary for the ESP to properly perform its responsibilities under this Agreement, including, without limitation, assisting the ESP in applying for licenses and permits and in obtaining any required approvals and consents.

C. **Unusual Events.** The Board agrees to timely notify the ESP of any anticipated or known: (i) material health or safety issues, (ii) labor, employee or funding problems, or (iii) problems of any other type that could adversely affect the ESP in complying with its responsibilities hereunder.

D. **Retained Authority.** The Board shall retain the authority to make reasonable regulations relative to anything necessary for the proper establishment, maintenance, management, and carrying on of the School, including regulations relative to the conduct of pupils while in attendance at the School or en route to and from the School.

**ARTICLE V  
FINANCIAL ARRANGEMENTS**

A. **Charter Revenues.** The primary sources of funding for the School are the following (“Charter Revenues”) as defined below and as permitted by and consistent with state and federal laws:

1. State aid funding for public school students enrolled at the School.
2. Special education funding provided by the federal, state, and local governments that is directly allocable to special education students enrolled at the School.
3. Gifted and talented funding provided by the federal, state, and local governments that is directly allocable to gifted and talented students enrolled at the School.
4. At-risk funding provided by the federal, state, and local governments that is directly allocable to at-risk students enrolled at the School.
5. Funding provided by the federal, state, and local governments that is directly allocable to students enrolled at the School with limited English proficiency.
6. All federal, state and local grant sources, including Title I, any startup funding allocable to the School, tax millage funding, pandemic or other emergency relief funding or other unanticipated funding from the federal, state or local sources

**B. Other Revenue Sources.** The Board authorizes the ESP's solicitation of any available non-governmental grants, donations, or contributions on behalf of the School, including the Movement Foundation ("Other Revenues"). Any such funds received shall be used solely in accordance with the purpose for which they were solicited, applicable donor restrictions, or as otherwise determined by the ESP consistent with its obligations herein. The ESP will coordinate with Movement Foundation on behalf of the Board to ensure that any funding deficits for MSA are supplemented by the Movement Foundation pursuant to its letter of financial commitment to the School, which is incorporated here by reference. Subject to applicable donor restrictions, the ESP shall determine the allocation of any Other Revenues that remain unexpended following completion of the project or purpose for which they were originally designated. Such funds shall be considered Charter Revenues as set forth herein unless otherwise agreed upon in writing by the Parties. Upon termination of this Agreement, the ESP shall comply with the terms of any agreements with respect to any surplus of Other Revenues provided to ESP that were restricted to support operations of the School.

**C. Fees.** The ESP will charge the Board a fee for its services in an amount not to exceed 15% of Charter Revenues, which shall be established annually in accordance with available funds as determined and approved by the Board pursuant to the Annual Budget and any amendments thereto.

**D. Budget.** Under the supervision of the Board, the ESP shall manage the budget, accounting, and financial reporting functions for the School in accordance with Board's financial and budgeting policies and procedures, the requests of the Authorizer, the provisions of the Charter and the approved Annual Budget). The Board shall be responsible for reviewing, revising, and approving the Budget in accordance with the Charter and applicable law.

1. The ESP shall prepare and submit to the Board for its approval for each Fiscal Year an Annual Budget for the School not later than sixty (60) days prior to the beginning of the Fiscal Year (July 1-June 30). Each Annual Budget shall adhere to the Board's budgeting policies and state an estimate for the coming Fiscal Year for (i) Charter Revenues; (ii) Operating Expenses; (iii) Reserve Expenses; (iv) Audit Expenses; and (v) Fund Balance.

2. Reserve Expenses means the amount of money reflected in the Annual Budget that must be deposited into an account for Reserve Expenses. The Reserve Expense Account shall be used for the establishment of reasonable reserves for long-term renewal and replacement of the School facility or portions thereof.

3. Operating Expenses include the Board expenses advanced by the ESP in support of School operations and are subject to reimbursement.

a. It is the intent of this provision that the ESP prepare and submit to the Board a balanced annual budget, which shall provide for full payment of the (i) Charter Revenues; (ii) Operating Expenses; (iii) Reserve Expenses, (iv) Audit Expenses and (v) Fund Balance with respect to the School.

- b. The ESP will propose amendments or revisions to the Budget not less frequently than semi-annually in order to reflect the results of the most recent student count. Any such amendment shall only be valid if approved by the Board and shall be in compliance with applicable law, including but not limited to O.C.G.A. § 20-2-167.1. The ESP and the Board acknowledge their mutual intent to make all good faith efforts to ensure that the final annual budget is completed no later than June 30<sup>th</sup> (the “Annual Budget”).
- c. The ESP shall operate and manage the School according to the Annual Budget.
- d. The ESP shall not expend the Charter Revenues except in accordance with the provisions of the Annual Budget, the Charter, its delegated authority under this Agreement (which shall not include authority to serve as a co-signatory on the School’s bank account(s)), the Board’s policies, and applicable laws.

Nothing in this section or Agreement shall in any way reduce or affect the Board’s authority and responsibility to exercise oversight over the School’s finances, including the Board’s role and requirement to adopt an annual operating budget.

**E. Availability of Funds.** The ESP shall only be required to perform its responsibilities under this Agreement to the extent that there are sufficient Charter Revenues to make payments of Operating Expenses in accordance with the terms of the Annual Budget.

**F. Other Schools.** The Board acknowledges that the ESP may enter into similar agreements with other charter school entities. The ESP shall maintain separate accounts for expenses incurred by and on behalf of the Board and other charter schools, and shall only charge the School for expenses incurred by or on behalf of the School. If the ESP incurs authorized reimbursable expenses on behalf of the Board and other charter schools which are incapable of precise allocation, then the ESP shall allocate such expenses among all such charter schools, including the School, on a prorated basis based upon the number of students enrolled at such charter schools, or upon such other equitable basis as is acceptable to the parties.

**G. Financial Reporting.** The ESP shall provide the Board with:

1. The projected Annual Budget as required by the terms of this Agreement.
2. Detailed statements of all Charter Revenues received, and detailed statements of all expenditures for services and or expenses rendered or incurred to or on behalf of the School, whether incurred on-site or off-site, upon request.
3. Monthly financial statements by the 20th day of the following month, including a balance sheet, statement of revenues and expenditures.

4. Other information on a periodic basis to enable the Board to (i) monitor the ESP's performance and the efficiency of its operation of the School, and (ii) furnish reports and information which the Board is required to provide pursuant to its Charter and/or applicable laws.
5. Reports on School operations, finances, and student performance shall be provided upon request, but not less frequently than four (4) times per year.

H. **Access to Records.** The ESP shall keep accurate financial records pertaining to its operation of the School; together with all School financial records prepared by or in possession of the ESP, and shall retain all of such financial records for a period of time as may be required by the Charter and applicable law. The ESP and the Board shall maintain the proper confidentiality of personnel, students, and other records as required by law.

I. **Review of Operational Budget.** The Board shall be responsible for reviewing and approving the Annual Budget of the School and any proposed amendments thereto.

J. **Annual Audit.** The Board shall select and retain an independent auditor to conduct an annual audit of the School in accordance with the School's authorizing documents. Subject to applicable law, all finance and other records of the ESP related to the School will be made available to the Board's independent auditor.

K. **Start-up Financing/Operating Losses.** The ESP may, at the request of the Board and at the ESP's discretion, provide funds for operating losses for the School, including funds for the development of a curriculum, technology system and school operations plan; recruiting, selecting and pre-service training of staff members; and cleaning, fixing and equipping of the School building as required by this Agreement. The ESP advances shall be budgeted and shall be in amounts acceptable to the ESP. Subject to the provisions of this Agreement, the ESP shall be reimbursed from the Depository Account as and when funds are available and approved by the Board.

L. **Marketing.** Marketing and development costs paid by or charged to the School shall be limited to those costs specific to the School program and shall not include costs for the marketing and development of the ESP.

M. **Attendance at Meetings.** The ESP shall be required to attend meetings of the Board and the Authorizer as required.

## **ARTICLE VI PERSONNEL**

A. **Teachers and Staff.** The Board shall be the employer of all personnel and hereby delegates all personnel management functions to the ESP, including 1) the recruitment, selection, hire, training, supervision, evaluation, discipline and termination of all personnel

associated with the School, who shall include without limitation, administrative and support staff and all teachers qualified in the grade levels and subjects required to implement the educational system of the School; 2) establishing appropriate personnel policies and procedures; 3) determining teacher and staffing composition and compensation in accordance with the budget. Each employee hired or retained by the ESP shall hold a valid teaching certificate issued by the state board of education, if and as may be required by law, and hiring decisions shall be made only after completion of criminal background or other checks, if and as may be required by the Georgia Charter Schools Act or other applicable state and federal laws, or as may be deemed prudent by the ESP.

**B. School Leader.** Since the responsibility of the School Leader is critical to the School's success, the ESP shall provide present the Board for approval with its best candidate recommendation(s) for the position; if the Board disapproves of the candidate, the ESP will successively present candidate recommendation(s) until the Board approves a candidate. For each candidate recommendation declined, the Board shall provide the ESP with its reasonable justification for non-selection. from which the Board shall select the School Leader. The School Leader shall be accountable to the Board and the ESP for the success of the School. The ESP shall maintain responsibility for monitoring and managing the performance of the School Leader consistent with Board expectations and for reporting to the Board. The ESP shall not recommend termination of the School Leader without first providing notice to the Board of the reason for termination and receiving Board approval for the action, which shall not be unreasonably withheld. If the Board unreasonably withholds its School Leader selection decision or its approval to terminate the School Leader following notice by the ESP, it shall constitute a material breach of this Agreement.

## **ARTICLE VII INDEMNIFICATION**

Each party to this Agreement does hereby indemnify and hold harmless the other, and their respective boards of directors, partners, officers, employees, agents, representatives, and attorneys to the fullest extent of the law from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the other party, (ii) any action taken or not taken by the other party, or (iii) any noncompliance or breach by the other party of any of the terms, conditions, warranties, representations, or undertakings contained in or made pursuant to this Agreement. As used in this subsection, "party" shall include the party's trustees, directors, officers, employees, agents, representatives and attorneys. In addition, each party to this Agreement shall indemnify the Authorizer to the fullest extent of the law from and against any and all claims, actions, damages, expenses, losses or awards which arise out of (i) the negligence of the ESP or the Board or (ii) any action taken or not taken by the ESP or the Board.

## **ARTICLE VIII INSURANCE**

**A. Insurance Coverage.** Each party shall maintain such insurance in the coverage amounts as may be required by the Charter, with the other party listed as an additional insured.

The building and related capital facilities remain the responsibility of the Board and the Board shall cover its property with property and casualty insurance. Charter Revenues will be used to purchase insurance defined in the Charter to operate the School, including the provision of Directors & Officers Liability insurance for the Board. Each party shall, upon request, present evidence to the other that it maintains the requisite insurance in compliance with the provisions of this paragraph. Each party shall comply with any information or reporting requirements required by the other party's insurers, to the extent reasonably practicable.

**B. Workers' Compensation Insurance.** Each party shall maintain workers' compensation insurance as required by the Charter and applicable laws, covering their respective employees.

## **ARTICLE IX WARRANTIES AND REPRESENTATIONS**

**A. Charter School Warranties and Representations.** The Board represents that it has the authority under law to execute, deliver and perform this Agreement and to incur the obligations provided for under this Agreement. The Board warrants that its actions have been duly and validly authorized, and that it will adopt any and all resolutions or expenditure approvals required for execution of this Agreement.

**B. ESP Warranties and Representations.** The ESP warrants and represents that it is a non-profit corporation in good standing and is authorized to conduct business in the State of Georgia. The ESP will comply with all registration and licensing requirements relating to conducting business under this Agreement.

**C. Mutual Warranties.** The Board and the ESP mutually warrant to the other that there are no pending actions, claims, suits or proceedings, to its knowledge, threatened or reasonably anticipated against or affecting it, which if adversely determined, would have a material adverse effect on its ability to perform its obligations under this Agreement.

## **ARTICLE X NON-DISCRIMINATION**

The ESP agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement, and that it shall comply with the Charter and all applicable law in this regard.

## **ARTICLE XI LIMITATION OF LIABILITY**

The parties desire to enter into this Agreement only if in doing so the parties can exclude special or punitive damages on the party liable for any cause of action arising out of this Agreement. Any and all damages shall also be limited by this Agreement, and limited to such claims and damages

arising solely from this Agreement. Nothing contained in this Article or elsewhere in this Agreement is in any way intended to either be a waiver of the limitation set forth in O.C.G.A. § 50-21-23, or to extend the Board liability beyond the limits established in said O.C.G.A. § 50-21-23; and notwithstanding anything to the contrary no claim or award against the Board shall include attorney fees, investigative costs, expert fees, suit costs or pre-judgment interest.

## **ARTICLE XII MISCELLANEOUS**

A. **Sole Agreement.** This Agreement supersedes and replaces any and all prior agreements and understandings between the Board and the ESP.

B. **Force Majeure.** Notwithstanding any other sections of this Agreement, neither party shall be liable for any delay in performance or inability to perform due to acts of God or due to war, riot, embargo, fire, explosion, sabotage, flood, accident, labor strike, or other acts beyond its reasonable control; provided either party may terminate this Agreement in accordance with the termination provisions contained in this Agreement if sufficient grounds exist as provided in the Article of this Agreement governing termination.

C. **State Governing Law/Dispute Resolution.** The rights of all parties hereto shall be construed according to the laws of the State of Georgia. The parties agree to cooperate in good faith in all actions relating to this Agreement, to communicate openly and honestly, and generally to attempt to avoid disputes in connection with this Agreement. If, nevertheless, a dispute should arise in connection with this Agreement, the parties agree to use their best efforts to resolve such dispute in a fair and equitable manner and without the need for expensive and time-consuming litigation. In the event any dispute arises between the Board and the ESP concerning this Agreement, upon mutual consent of the parties, it shall be submitted to arbitration conducted in accordance with the American Arbitration Association (“AAA”) for resolution. If the parties cannot agree on an alternate arbitrator, they shall submit the dispute to the Atlanta regional office of AAA and the arbitration shall take place in Atlanta. The arbitration shall be conducted by a single arbitrator. The parties shall appoint the single arbitrator to arbitrate the dispute within ten (10) business days of the submission of the dispute. In the absence of agreement of the single arbitrator to arbitrate the dispute within such time, AAA is authorized to appoint an arbitrator in accordance with the AAA rules, except that the arbitrator shall have as his/her principal place of business the Atlanta metropolitan area.

D. **Incorporation of Charter.** Notwithstanding anything herein to the contrary, the operation of the School and the obligations and duties of the parties under this Agreement shall be governed in all respects by the terms and provisions of the Charter, which is incorporated herein by reference. All capitalized terms not defined herein shall have the meanings given in the Charter.

E. **Agreement in Entirety.** This Agreement (including attachments) constitutes the entire agreement of the parties.

F. **Official Notices.** All notices and other communications required by the terms of this Agreement shall be in writing and sent to the parties hereto at the facsimile number or address set forth below. Notice may be given by: (i) facsimile with written evidence of confirmed receipt by the receiving party of the entire notice, (ii) certified or registered mail or FedEx, or (iii) personal delivery. Notice shall be deemed to have been given on the date of transmittal or personal delivery if given by facsimile or personal delivery, or upon the date of confirmed receipt if sent by certified or registered mail or FedEx. Notices to the Board shall be sent to the current address of the then current Board Chair, with a copy to the then current Board attorney. The address of the parties hereto for the purposes aforesaid, inclusive of the address of the initial Board Chair and Board, are as follows:

**Charter School:**

Movement Schools Atlanta  
600 Peachtree Street NE 3000  
Atlanta, GA 30308  
C/O Mr. Nick Stonestreet, Board Chair  
[REDACTED]

**The ESP:**

Movement Schools, Inc.  
[ADDRESS]  
C/O Kerri-Ann Thomas, CEO  
[REDACTED]

G. **Assignment.** This Agreement may not be assigned by any party.

H. **Amendment.** This Agreement shall not be altered, amended, modified or supplemented except in writing and approved by the Board and signed by both parties and in accordance with the Charter Agreement and applicable law.

I. **Waiver.** No waiver of any provision of this Agreement shall be deemed or shall constitute a waiver of any other provision. Nor shall such waiver constitute a continuing waiver unless otherwise expressly stated.

**J. Other Provisions.**

1. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

2. Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Georgia by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Georgia law. If not modifiable to conform with such law, then it shall be deemed severable, and in either event, the remaining terms

and provisions of this Agreement shall remain unmodified and in full force and effect.

K. **Delegation of Authority.** Nothing in this Agreement shall be construed as delegating to the ESP powers or authority of the Board which are not subject to delegation under applicable law.

L. **Compliance with Law.** The parties to this Agreement agree to comply with all applicable laws and regulations.

M. **Compliance with Charter.** The parties to this Agreement agree to comply with the terms and conditions set forth in the Charter.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

**MOVEMENT SCHOOLS ATLANTA**

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Nicholas Stonestreet, Chair of the Board, its  
authorized agent  
Date: July \_\_, 2024

**MOVEMENT SCHOOLS, INC.**

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Kerri-Ann Thomas CEO,  
its authorized agent  
Date: July \_\_, 2024



# MOVEMENT SCHOOL

Nick Stonestreet	Board Chair	[REDACTED]	[REDACTED]
Jason Terrell	Director	[REDACTED]	[REDACTED]
Jason Crain	Director	[REDACTED]	[REDACTED]
Kim Harrington*	Director	[REDACTED]	[REDACTED]
Charis Chambers	Director	[REDACTED]	[REDACTED]
Tim Hurley	Executive Director Movement Foundation	[REDACTED]	[REDACTED]
Kerri-Ann T. Thomas	CEO Movement Schools	[REDACTED]	[REDACTED]
Jermaine Gassaway	Atlanta Superintendent	[REDACTED]	[REDACTED]

\* Mr. Harrington is an employee of Movement Mortgage. Because both the charter school and the ESP are non-profit entities, there is no financial conflict of interest. However, as an additional precautionary measure, Mr. Harrington will recuse himself from any Board votes related to the ESP agreement or the lease agreement.

There are no other real, perceived or potential conflicts of interest amongst Governing Board Members.



# MOVEMENT SCHOOL

CSP Application Response Addressing the following -

***A description of how the applicant will ensure that members of the governing board of the charter school are not selected, removed, controlled, or employed by the management organization and that the charter school's legal, accounting, and auditing services will be procured independently from the management organization***

**Response:** The ESP agreement makes clear that the ESP shall have no authority over the selection, removal, control or employment of the ESP. The Board shall have sole authority over its legal, accounting and auditing services, which shall be procured in accordance with Georgia law and any additional requirements of the State Charter Schools Commission of GA.



# MOVEMENT SCHOOL

CSP Application Response Addressing the following - ***An explanation of how the applicant will ensure that the management contract is severable, severing the management contract will not cause the proposed charter school to close, the duration of the management contract will not extend beyond the expiration date of the school's charter, and renewal of the management contract will not occur without approval and affirmative action by the governing board of the charter school.***

**Response:** The ESP agreement clearly establishes independent grounds for termination for cause by the Charter School based on the ESP's failure to comply with its obligations. The ESP agreement and the lease agreement are separate and not contingent upon each other. The term of the ESP contract is aligned with the charter term, its renewal is not automatic and requires written consent of both parties.



# MOVEMENT SCHOOL

CSP Application Response Addressing the following -

***A description of the steps the applicant will take to ensure that it maintains control over all student records and has a process in place to provide those records to another public school or school district in a timely manner upon the transfer of a student from the charter school to another public school, including due to closure of the charter school, in accordance with section 4308 of the ESEA.***

**Response:** Financial, educational and student records of the Charter School remain the sole property of the Board and the ESP contract explicitly requires that they be physically or electronically available, upon request, at the School. Except as prohibited under the Charter and applicable law, the Authorizer and the public shall have access to the school's records.

## CSP SE Subgrant Application Assurances

All CSP Subgrant Applicants must agree to the requirements and conditions the subgrant and CSP program. **The Board Chair should initial each statement below and sign and date at the conclusion of the document.** A final grant application will be considered incomplete and will not be accepted if it does not include the Statement of Assurances for the federal Charter School Program Grant.

1. [REDACTED] Application grant contact (charter school authorized representative) possesses the legal authority to apply for this grant on behalf of the school. If the grant contact is not the chair of the governing body (due to conflict of interest), a resolution or motion has been adopted by the applicant's governing body directing and authorizing the grant contact the delegated responsibility to act on their behalf to submit this application, including all understanding and assurances of certifications contained herein, to execute the grant, if approved, to comply with certifications, budget, and fiscal requirements, and act as the governing body's authorized official for the grant program. The grant contact has no conflict of interest with any party (employee, management organization, contractor, vendor, etc.) that has a financial interest in the grant award.
2. [REDACTED] The applicant school certifies that they understand an approved charter application and a signed charter contract are required to be eligible for an award.
3. [REDACTED] Applicant school agrees to annually provide the U.S. Secretary of Education and the State Charter Schools Foundation of Georgia such information as may be required to determine if the charter school is making satisfactory progress toward achieving objectives described in this application (The Elementary and Secondary Education Act of 1965, as amended, Title V, Part B, Subpart 1 — Public Charter Schools Section 5203(b)(3)).
4. [REDACTED] Applicant school agrees to participate in all CSP Subgrantee data reporting and evaluation activities as requested or required by the U.S. Department of Education, the State Charter Schools Foundation of Georgia, State Charter Schools Commission of Georgia, and Georgia Department of Education, including on-site and desktop monitoring conducted by the SCSF or SCSC, annual independent audits required by the state that are publicly reported and include financial statements prepared with generally accepted accounting principles, annual reports, and a final expenditure report for the use of subgrant funds. This section includes participation in any federal or state funded charter school research or evaluations. Failure to submit required information may result in a withholding of grant funds or a non-renewal of subsequent year funding within the project period. Audits must also be submitted to the authorizer for review.
5. [REDACTED] The applicant school assures that they have provided their authorizer with "adequate and timely notice" of this grant application (as required by ESEA §4310 (6)(B)).
6. [REDACTED] The applicant school per ESEA §4303 (f)(1)(C)(i)(II), certifies that the Charter Contract from the authorizer articulates that student achievement and growth, as measured by the state's School Performance Framework, is one of the most important factors for renewal or revocation of the school's charter contract, and that the authorizer reserves the right to

revoke or not renew a school's charter based on financial, structural, or operational factors involving the management of the school, or if not included agree to amend the Charter Contract accordingly to include these before award monies are distributed. The applicant school will provide a copy of the charter contract, and the State Charter Schools Foundation of Georgia will review the contract to ensure that student achievement is one of the most important factors for renewal or revocation of the charter.

7. [REDACTED] The applicant school certifies that it will maintain a high degree of autonomy, consistent with the charter contract and the requirements of ESEA § 4310 (2) and ESEA § 4303 (f)(2)(A), including the school's autonomy over budget, operations, and personnel decisions, and that they have sought, or will seek, all the appropriate automatic and non-automatic state waivers, and any necessary district waivers, to support the level of autonomy negotiated in their charter contract.
8. [REDACTED] The applicant school shall include important information on the website of the school, as required by ESEA § 4303 (f)(2)(G), to help parents and the community to make informed decisions about the education options available to their children, including information on the educational program, student support services, parent contract requirements (including any financial obligations or fees and information regarding textbook assistance), and enrollment criteria. This section requires the school to also provide annual performance, including the State Report card, and enrollment data for the student body and subgroups of students on its website.

Board Chair Signature: \_\_\_\_\_

Date: 1/6/25

Name: Nicholas Stonestreet

Charter School/Network: \_\_\_\_\_

## Profiles: Movement School South Fulton

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### Applicant Information

Please provide the following information about the applicant charter school/network.

**Name of Charter School/Network**

Movement School South Fulton

**School Identifier (NCES ID), if known**

**Authorizer**

State Charter Schools Commission of Georgia

**Authorization Date**

07/31/2024

**Eligibility for CSP Subgrant**

New School

**Proof of Approved Expansion (expansion applicants only)**

**School Opening Date/Date of Expansion**

08/01/2025

**Name of Nonprofit Entity**

Movement Charter Schools, Inc

**Name of LEA**

Movement School Atlanta

**LEA Identifier (NCES District ID), if known**

**Applicant Street Address**

[REDACTED]

**Applicant City**

Atlanta

**Applicant State**

Georgia

**Applicant Zip Code**

[REDACTED]

**Applicant County**

Clayton

Proposed Location of New/Replicated School or Expansion Site

**Proposed Street Address**

[REDACTED]

**Proposed Applicant City**

Atlanta

**Proposed Applicant State**

Georgia

**Proposed Applicant Zip Code**

[REDACTED]

**Proposed Applicant County**

Clayton

**School/Network Website**

<https://www.movementschools.org/campus/atlanta/>

**Management Organization Type**

Non-Profit CMO

**Virtual Status**

Not virtual

**Grant Contact**

Danny Brewington

**Contact Title**

Consultant to the Governing Board

**Contact Email Address**

[REDACTED]

**Contact Phone Number**

[REDACTED]

**What school year will the school first enroll students? For expansion, what school year did the school first enroll students?**

2025-2026

**Grades Offered during Grant Term (36 months from date of application)**

Kindergarten, 1st, 2nd, 3rd, 4th, 5th

**Projected Number of Students for First Three Years of Operation/Expansion (by year)**

For each year, note the projected number of students for this new school, replication, or as a result of the expansion (only the additional students from an expansion).

**Year 1**

164

**Year 2**

294

**Year 3**

424

**Does/will the school use a weighted lottery?**

No

**Are current governing board members listed on the school's website? If no, provide an attachment with a list of board members.**

Yes

**Has the applicant school notified the charter school authorizer of intent to apply for this CSP subgrant?**

Yes

**Please upload a copy of the letter of intent to authorizer that the applicant is applying for a CSP SE subgrant.**

Movement School Notification Letter- 1.6.25.pdf

**User Login**

[REDACTED]

## Profiles: File Attachments

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**Please upload a copy of the letter of intent to authorizer that the applicant is applying for a CSP SE subgrant.**

Movement School Notification Letter- 1.6.25.pdf



**M O V E M E N T**  
**S C H O O L**

January 6, 2024

Dear SCSC Staff:

On behalf of Movement School Atlanta, I am writing to inform you that the school is applying for the CSP SE subgrant for the 2025 cycle (to be submitted 01/08/2025).

Best regards,



Nick Stonestreet  
Governing Board Chair,  
Movement Charter Schools, Inc



Name	Attachments
[REDACTED]   2025-01-27	No
[REDACTED]   2025-01-20	No
[REDACTED]   2025-01-27	No

**Review Completed Date**

01/27/2025

**Application**

Movement School South Fulton

**Reviewer**

[REDACTED]

**Reviewer Assignment Tag**

type:individual

**Responsiveness to community need**

On a scale of 1 to 30, where 1 is lowest and 30 is highest, how would you rate the applicant's responsiveness to community need? Applicants should provide evidence of community engagement and outreach. Applicants proposing to expand or replicate in an area of high charter school concentration must demonstrate community need for the unique model. All applicants must present a comprehensive needs analysis as a part of their application demonstrating local support, benefits to the community, evidence of the demand, and demographic projections (supporting a new charter school). Applicants will be rated based on the completeness of their analysis, benefit to the local community, and likelihood to achieve enrollment goals. Applicants should also describe ongoing effective parent, family, and community engagement strategies.

23

**Comments - Responsiveness to community need (optional)**

The applicant provides evidence of a school notification letter and specific description of their plan to provide ongoing and effective parent and community engagement strategies (formal & informal meetings, forums, marketing, collaborating with community based organizations, local event participation, parent informational sessions, etc). However, the applicant does not provide a needs analysis results with clear demographic projections although it is noted as "currently underway". Projections include student numbers, but no additional demographic information is provided.

**Growth mindset**

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's growth mindset? Applicants should demonstrate their willingness to engage in open, transparent conversations with the SCSF and technical assistance providers and to welcome feedback with an open mind.

10

**Comments - Growth mindset (optional)**

The applicant is open to feedback and participating in annual trainings.

**Commitment**

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's commitment? Applicants must demonstrate their willingness and capacity to adhere to the conditions of any subgrant awards and carry out the goals they set for the subgrant. Applicants must agree to attend all mandatory technical assistance opportunities, submit all required reports, and participate fully in monitoring activities.

10

**Comments - Commitment (optional)**

The applicant displays evidence of ability to adhere to conditions of subgrant award. A business operations manager will lead the subgrant, third party auditors and accountants will ensure compliance and accountability, and an assigned operations director and the Superintendent will provide oversight (data collection, submission, reports, etc.).

**Readiness**

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's readiness? Applicants must demonstrate their readiness to plan for and carry out the opening of a new charter school, replication of an existing charter school, or expansion of an existing charter school. For new schools, the evaluation team will seek evidence of adequate planning and qualified team members to carry out the academic model approved in the charter and sound operations. For replications and expansions, the evaluation team will review current and historical academic and operational performance, eligibility for expansion or replication, and mitigating factors.

10

**Comments - Readiness (optional)**

The applicant has hired the required leadership to support their readiness plan for opening.

**Racial and Socio-economic Diversity**

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's racial and socio-economic diversity? All applicants must explain how they will establish and maintain a racially and socio-economically diverse student population and endeavor to recruit faculty and staff who are similarly diverse. If an applicant is proposing a location in a segregated/isolated community and/or offers a culturally responsive educational model, this requirement may be waived at the discretion of the Selection Committee.

7

**Comments - Racial and Socio-economic Diversity (optional)**

The applicant address how they will establish and/or focus on recruitment of an economic diversity (low-income families) and students with disabilities. Additionally, the applicant provides statement to ensure they hire certified/high qualified teachers and teachers that may support gifted, special education and ELL learners.

The applicant does not clearly demonstrate how they will establish, maintain and/or recruit a racially diverse student population or faculty and staff.

**Budget Quality & Financial Sustainability**

Please evaluate the budget on a scale of 1 to 30. Applicants should present a complete grant budget that adheres to the allowable cost guide and meets the objectives of the CSP SE Grant. Reviewers will look for adequate rationale in the budget narrative for each budget category and sufficient detail to demonstrate that the applicant has a realistic plan for utilizing subgrant funds within the grant period. Applicants should demonstrate a plan for maintaining financial sustainability after the end of the subgrant period.

30

**Comments - Budget Quality & Financial Sustainability (optional)****Bonus Points**

Does the applicant qualify for locating in a priority community?

No

Does the applicant propose offering high school?

No

Does the applicant propose a collaboration with a local public school or district to share resources and/or otherwise serve vulnerable populations?

No

**Comments - Bonus Points (optional)****Score Before Bonus Points**

90

**Total Score**

90

**Comments - Overall (required)**

Overall, the applicant provides a reasonably strong application. However, the applicant does not provide a needs analysis results with clear demographic projections or clearly define how they will establish and maintain a racially and economically diverse student population.

## External Evaluator Review: [REDACTED] | 2025-01-20

### Review Completed Date

01/20/2025

### Application

Movement School South Fulton

### Reviewer

### Reviewer Assignment Tag

type:individual

### Responsiveness to community need

On a scale of 1 to 30, where 1 is lowest and 30 is highest, how would you rate the applicant's responsiveness to community need? Applicants should provide evidence of community engagement and outreach. Applicants proposing to expand or replicate in an area of high charter school concentration must demonstrate community need for the unique model. All applicants must present a comprehensive needs analysis as a part of their application demonstrating local support, benefits to the community, evidence of the demand, and demographic projections (supporting a new charter school). Applicants will be rated based on the completeness of their analysis, benefit to the local community, and likelihood to achieve enrollment goals. Applicants should also describe ongoing effective parent, family, and community engagement strategies.

24

#### Comments - Responsiveness to community need (optional)

Applicant provides a detailed overview of their parent/guardian and community engagement activities. The activities appear to be comprehensive and partnerships (both planned and actual) indicated the applicant's desire to engage and gather input/feedback from a broad range of stakeholders. It would have been helpful for the applicant to describe why its education model is responsive to perceived community needs.

### Growth mindset

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's growth mindset? Applicants should demonstrate their willingness to engage in open, transparent conversations with the SCSF and technical assistance providers and to welcome feedback with an open mind.

8

#### Comments - Growth mindset (optional)

The applicant describes how it is embracing a growth mindset and includes a commitment to actively participating in technical assistance opportunities. It would have been helpful for the applicant to articulate how it has demonstrated a growth mindset through a concrete example.

### Commitment

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's commitment? Applicants must demonstrate their willingness and capacity to adhere to the conditions of any subgrant awards and carry out the goals they set for the subgrant. Applicants must agree to attend all mandatory technical assistance opportunities, submit all required reports, and participate fully in monitoring activities.

8

#### Comments - Commitment (optional)

The applicant states that the CSP subgrant activities will be coordinated by the Business Operations Manager, and student data will be managed by the Director of Operations. These positions indicate that the applicant has the capacity to successfully implement and provide the required data to participate in the CSP grant. The goals listed by the applicant could have been improved if the applicant provided a timeline and modified the goals to align with the Specific, Measurable, Attainable, Relevant, and Timebound (SMART) methodology.

### Readiness

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's readiness? Applicants must demonstrate their readiness to plan for and carry out the opening of a new charter school, replication of an existing charter school, or expansion of an existing charter school. For new schools, the evaluation team will seek evidence of adequate planning and qualified team members to carry out the academic model approved in the charter and sound operations. For replications and expansions, the evaluation team will review current and historical academic and operational performance, eligibility for expansion or replication, and mitigating factors.

7

**Comments - Readiness (optional)**

The applicant provides some information regarding its readiness as evidenced by the applicant stating that it has hired a recruiter and superintendent and plans to recruit additional personnel this spring. However, the applicant did not describe how the superintendent's background and experience set the school up to be successful with this CSP grant.

**Racial and Socio-economic Diversity**

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's racial and socio-economic diversity? All applicants must explain how they will establish and maintain a racially and socio-economically diverse student population and endeavor to recruit faculty and staff who are similarly diverse. If an applicant is proposing a location in a segregated/isolated community and/or offers a culturally responsive educational model, this requirement may be waived at the discretion of the Selection Committee.

7

**Comments - Racial and Socio-economic Diversity (optional)**

The applicant provides broad statements without specifics regarding how it will establish and maintain a racial and socio-economically diverse student population. The applicant would have benefitted from providing more details regarding potential community partners that it would engage to identify and recruit students to ensure the school would be racially and socio-economically diverse.

**Budget Quality & Financial Sustainability**

Please evaluate the budget on a scale of 1 to 30. Applicants should present a complete grant budget that adheres to the allowable cost guide and meets the objectives of the CSP SE Grant. Reviewers will look for adequate rationale in the budget narrative for each budget category and sufficient detail to demonstrate that the applicant has a realistic plan for utilizing subgrant funds within the grant period. Applicants should demonstrate a plan for maintaining financial sustainability after the end of the subgrant period.

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**Comments - Budget Quality & Financial Sustainability (optional)**

The applicant provides a reasonable budget that aligns with the CSP grant expectations. As for financial sustainability, the applicant describes how it will pursue additional funding streams to support the school's operations. The applicant would have benefitted from articulating its understanding that student enrollment is the key revenue driver and that maintaining a full student body is critical to the school's success.

**Bonus Points**

**Does the applicant qualify for locating in a priority community?**

No

**Does the applicant propose offering high school?**

No

**Does the applicant propose a collaboration with a local public school or district to share resources and/or otherwise serve vulnerable populations?**

No

**Comments - Bonus Points (optional)**

**Score Before Bonus Points**

81

**Total Score**

81

**Comments - Overall (required)**

The application provides some good information on the school's intentions and commitments to its community and adherence to the CSP requirements. While the applicant provides some information, it lacks details that would have strengthened the application. For example, when are the articulated goals going to be achieved?

## External Evaluator Review: [REDACTED] | 2025-01-27

### Review Completed Date

01/27/2025

### Application

Movement School South Fulton

### Reviewer

### Reviewer Assignment Tag

type:individual

### Responsiveness to community need

On a scale of 1 to 30, where 1 is lowest and 30 is highest, how would you rate the applicant's responsiveness to community need? Applicants should provide evidence of community engagement and outreach. Applicants proposing to expand or replicate in an area of high charter school concentration must demonstrate community need for the unique model. All applicants must present a comprehensive needs analysis as a part of their application demonstrating local support, benefits to the community, evidence of the demand, and demographic projections (supporting a new charter school). Applicants will be rated based on the completeness of their analysis, benefit to the local community, and likelihood to achieve enrollment goals. Applicants should also describe ongoing effective parent, family, and community engagement strategies.

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### Comments - Responsiveness to community need (optional)

A lottery will be used.

### Growth mindset

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's growth mindset? Applicants should demonstrate their willingness to engage in open, transparent conversations with the SCSF and technical assistance providers and to welcome feedback with an open mind.

9

### Comments - Growth mindset (optional)

The application has made it clear that its leadership will be open and transparent in its efforts with the SCSF.

### Commitment

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's commitment? Applicants must demonstrate their willingness and capacity to adhere to the conditions of any subgrant awards and carry out the goals they set for the subgrant. Applicants must agree to attend all mandatory technical assistance opportunities, submit all required reports, and participate fully in monitoring activities.

9

### Comments - Commitment (optional)

Since this is not the Movement's first school, they have finetuned their application and efforts to support all requirements necessary.

### Readiness

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's readiness? Applicants must demonstrate their readiness to plan for and carry out the opening of a new charter school, replication of an existing charter school, or expansion of an existing charter school. For new schools, the evaluation team will seek evidence of adequate planning and qualified team members to carry out the academic model approved in the charter and sound operations. For replications and expansions, the evaluation team will review current and historical academic and operational performance, eligibility for expansion or replication, and mitigating factors.

9

### Comments - Readiness (optional)

With eight Movement Schools already educating children, the leadership appears to be ready for all aspects of educating students.

## Racial and Socio-economic Diversity

On a scale of 1 to 10, where 1 is lowest and 10 is highest, how would you rate the applicant's racial and socio-economic diversity? All applicants must explain how they will establish and maintain a racially and socio-economically diverse student population and endeavor to recruit faculty and staff who are similarly diverse. If an applicant is proposing a location in a segregated/isolated community and/or offers a culturally responsive educational model, this requirement may be waived at the discretion of the Selection Committee.

9

### Comments - Racial and Socio-economic Diversity (optional)

After reviewing the demographics of the 30337 zip code, here is what I found:

Gender: 50.8% male

Marital status: 28.1% married, 49.3% never married

Labor force: 63.2% working, 9.3% unemployed

Family size: Average of 3.24 people

Commute time: 25 minutes

Health care: 15.3% uninsured

Poverty: 20.2%

Median age: 32.2 years old

Median household income: \$47,706

Homeownership rate: 23.9%

Ethnic groups: 82.1% Black or African American, 9.4% White, 2.87% Two+ (Non-Hispanic), 2.1% Other (Hispanic), 1.4% Asian (Non-Hispanic)

Citizenship: 97.6% U.S. citizens

With this demographic information, there is clearly a need for the community.

## Budget Quality & Financial Sustainability

Please evaluate the budget on a scale of 1 to 30. Applicants should present a complete grant budget that adheres to the allowable cost guide and meets the objectives of the CSP SE Grant. Reviewers will look for adequate rationale in the budget narrative for each budget category and sufficient detail to demonstrate that the applicant has a realistic plan for utilizing subgrant funds within the grant period. Applicants should demonstrate a plan for maintaining financial sustainability after the end of the subgrant period.

26

### Comments - Budget Quality & Financial Sustainability (optional)

Considering the Movement School is already in existence, the administration includes several financial leaders.

## Bonus Points

Does the applicant qualify for locating in a priority community?

No

Does the applicant propose offering high school?

No

Does the applicant propose a collaboration with a local public school or district to share resources and/or otherwise serve vulnerable populations?

No

### Comments - Bonus Points (optional)

### Score Before Bonus Points

90

### Total Score

90

**Comments - Overall (required)**

I'm a little torn because I did some online research outside of the application documentation. The efforts of the founder and leadership team seem extremely admirable, but employee reviews are terrible. It's a given that school leadership is focused on test scores and performance, but the reviews classify leadership as cold-hearted and unsupportive of the teachers.