

Applications: Utopian Academy for the Arts at Trilith

Implementation Budget Requested

\$1,250,000.00

Planning Budget Requested

\$0.00

Total Budget Requested

\$1,250,000.00

Planning Reimbursements

\$0.00

Implementation Reimbursements

\$178,425.75

Total Reimbursements

\$178,425.75

Remaining Budget

\$1,071,574.25

Profile

Utopian Academy for the Arts at Trilith

Changes Requested

Utopian Academy for the Arts at Trilith is eligible to apply for this subgrant award as a replication, not as a new school. Please modify your application to reflect this. We ask that you please make the necessary changes and submit your replication application as soon as possible. If you are able, please submit by 5:00 p.m. on Friday, February 2.

If you have any questions, please contact Molly Gassman at mgassman@scsfga.org.

Eligibility for CSP Subgrant

Replication

Replication: Are you requesting an implementation grant?

Yes

Replication: Are you requesting a pre-opening supplement?

No

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).

The charter of Utopian Academy for the Arts at Trilith (UAFA at Trilith) defines the school's operational autonomy and flexibility in alignment with the ESEA § 4310 (2) definition of a charter school. Three ways that these values are expressed functionally include:

Educational Objectives and Curriculum Design: UAFA at Trilith exercises autonomy in setting specific educational goals and designing a unique curriculum, aligning with the ESEA requirement for charter schools to operate with a set of specific educational objectives determined by the school's developer.

Governance and Operational Flexibility: The school has flexibility in its operational and management structure, consistent with the ESEA stipulation for charter schools to be exempt from certain state or local rules that inhibit their flexible operation.

Adaptability in Student Admissions and School Structure: The school exercises flexibility in its student admissions policies and school structure. This aligns with the ESEA requirement for charter schools to have autonomy in organizational decisions, such as creating a lottery-based admission system if the number of applicants exceeds available spaces, and deciding on the school structure that best serves their educational model and community needs. This flexibility allows the school to tailor its approach to meet the unique demands and challenges of its student population, embodying the spirit of innovation and responsiveness that is central to the charter school concept.

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.

The proposed Charter Schools Program (CSP) subgrant will cover implementation costs to support the growth of Utopian Academy for the Arts at Trilith to full enrollment over the next three years. Now in its first year of operations, the school currently enrolls 85 sixth grade students and plans to add seventh grade in the 2024-25 school year and eighth grade in the 2025-26 school year. By the 2026-27 school year, the school plans to reach full enrollment of 375 students.

If awarded, UAFA at Trilith will use the subgrant funds for critical implementation expenses, such as investments in curriculum resources; classroom instructional materials, equipment, and supplies; school furnishings; professional development for instructors; and technology (including classroom and administrative hardware and software, as well as security, networking, and communications technology infrastructure).

By funding these strategic investments, the proposed CSP funding will not only underpin the operational and educational foundations of UAFA at Trilith, but it will also foster a robust environment conducive to the academic and creative flourishing of its growing student body. With the State Charter School Foundation's partnership through this subgrant, UAFA at Trilith will have the resources it needs to achieve full enrollment and sustained success in the coming years.

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.

UAFA at Trilith is dedicated to enriching the educational landscape and proudly aligns its mission with the specific needs of the Trilith community and surrounding region. We understand the importance of collaboration with parents, families, and local entities to foster an environment conducive to growth and innovation.

In our quest to understand and respond to the needs of the community, our leadership team engages in meaningful dialogues with pivotal community figures, including the Fayetteville mayor, Town of Trilith president, chamber of commerce, workforce leaders, and philanthropic leaders. These interactions, coupled with the insights gathered from our school principal's discussions with parents, have been instrumental in shaping our focus. A critical need identified through these exchanges is workforce development, with a particular emphasis on computer science education and skills-based arts education for career pathways in the film and television industry. The emphasis on computer science education aligns with the state's educational directives, which now mandate computer science integration in math education due to a pronounced shortage of workforce-ready graduates in this field.

As for the emphasis on preparing students for careers in the film and television industry, the expansion of this sector in Georgia over the past decade has generated a 49% increase in jobs in Fayette County, highlighting the critical challenge of developing a locally trained and reliable workforce (Source: Economic Modeling Specialist International, or EMSI). The UAFA school network is the first charter school network in Georgia to offer skills-based arts education in partnership with postsecondary institutions and leading entertainment organizations. Our curriculum is designed to directly respond to this demand, equipping students with the specialized skills and knowledge necessary to excel in various roles within this dynamic industry.

In addition to aligning our model with these major priorities in the region's workforce development strategy, other key measures that our school leaders took to evaluate and respond to the community need include:

- **Strategic Planning and Evaluation:** Our school network leadership team held a leadership retreat as part of the planning process, prior to the opening of the school. During this retreat, the team examined the demographic and socioeconomic profile of the region we were considering for the school, as well as input from community families about their needs. With these inputs, the team developed the initial vision and strategic plan for the school. The leadership team then conducted a second retreat with the network's governing board to review and calibrate these plans in preparation for the implementation phase.
- **Research and Analysis of Educational Landscape:** We conducted an extensive review of existing educational programs in the area to ensure our school model offers a unique and needed contribution. This was complemented by identifying organizations that resonate with our school's niche, exploring avenues for potential collaborations.
- **Community and Educational System Integration:** Our outreach extended to the local school system leadership and various civic organizations that support school-aged children. These dialogues were centered around integrating our innovative school model within the existing educational framework. We also engaged the local chamber of commerce to ensure that our model aligns with community business interests.
- **Community Outreach and Feedback Mechanisms:** We hosted public meetings, both in-person and virtually, to present our school model, inviting broad-based community input. We also secured letters of support from key stakeholders, demonstrating a strong base of local endorsement. Additionally, we developed and distributed a targeted community survey through niche-based programs similar to our school model, reflective of our commitment to receiving specific community feedback.

As our community engagement efforts to date demonstrate, UAFA at Trilith is dedicated to understanding and addressing community needs through our school model, curriculum focus, and continued engagement with key stakeholders. The alignment of our goals with state educational priorities, workforce demands, and community needs supports our likelihood of achieving enrollment goals. Furthermore, because ongoing engagement with parents, families, and the community is built into our operational model, UAFA at Trilith will continue to serve as a responsive and inclusive leader in the community's education space.

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

Utopian Academy for the Arts at Trilith is deeply committed to maintaining a growth mindset, recognizing it as a cornerstone for educational excellence and continuous improvement. Embracing feedback with an open mind is a fundamental principle at our school. Our staff and leadership are trained to view feedback as an opportunity for growth, fostering an environment where it is welcomed and valued.

We actively seek and constructively respond to feedback from various stakeholders, including students, parents, educators, and funding partners. We also encourage our team members to actively participate in workshops, webinars, and training sessions, and to disseminate their learnings within the school community.

If awarded this subgrant, we are committed to maintaining open communication with SCSF and technical assistance providers, regularly updating them on our progress and challenges. Ultimately, we recognize that this subgrant provides not just an opportunity for funding, but an opportunity to partner with SCSF to continue elevating the quality of education that we offer to our students.

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.

UAFA at Trilith is fully prepared and willing to adhere to all conditions of the subgrant award. We recognize the importance of aligning our operations and goals with the stipulations of the CSP subgrant to ensure the success and sustainability of our educational initiatives.

Regarding adherence to the subgrant agreement, we maintain internal processes and oversight mechanisms to ensure compliance with all requirements and objectives of the subgrant. Our management and financial teams are equipped to manage the subgrant effectively, ensuring that all funds are utilized in accordance with the subgrant's terms and for the intended purposes.

As noted in our response above, we also understand the value of continuous learning and development, and we are committed to actively participating in all mandatory technical assistance opportunities provided under the subgrant. This participation will not only help us in effective grant management but also in enhancing our educational and operational strategies.

Our school is committed to maintaining transparency and accountability in our operations as well. To this end, we endeavor to submit all required reports promptly and accurately, providing a clear and honest account of our use of the subgrant funds and the progress towards our set goals. Likewise, we welcome and will fully participate in any monitoring activities that are required as part of the subgrant. We view these activities as opportunities to receive valuable feedback and insights that can help us improve our programs and operations.

The school leaders who will be responsible for overseeing all activities associated with this subgrant are as follows:

- Dr. Artesius Miller, CEO & Founder
- Ms. Pamela Dingle, Executive Director
- Mr. Dale Smith, CFO
- Mrs. Benita Edwards, Business Services Coordinator
- Mr. Gregory Leaphart, Director of Operations
- Mrs. Elisha Byers, Director of Strategic Initiatives
- Mr. Caleb Land, UAFA at Trilith Principal

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.

With UAFA at Trilith now in its first year of operations, the school's implementation is currently underway. The implementation process has been bolstered by a strong foundation in both our planning process for the school and our previous experience in planning and implementing other schools in our charter school network.

As noted above in our response about addressing community need, our school network leadership team held a leadership retreat as part of the planning process for UAFA at Trilith. During this retreat, the team examined the demographic and socioeconomic make-up of the region we were considering for the school, as well as input from community families about their needs. With these inputs, the team developed the initial vision and strategic plan for UAFA at Trilith. The leadership team then conducted a second retreat with the network's governing board to review and calibrate these plans in preparation for the implementation phase.

This strategic planning process has been critical to our implementation readiness. It enabled us to develop a robust framework that guides our current operations and future expansion plans. It also provided the long-term perspective necessary for us to make decisions regarding infrastructure development and resource allocation with scalability in mind. Our current facilities and resources are designed to accommodate growth, and we have plans in place for their efficient expansion.

Another critical component of our readiness has been the assembly of a dedicated and experienced team. We have carefully selected individuals with expertise in education management, curriculum development, finance, and operations. This team is not only adept in handling the day-to-day challenges of running a school but is also skilled in scaling operations efficiently and effectively.

With the support of this proposed subgrant, UAFA at Trilith will be equipped with the essential resources to fulfill its implementation process and maintain enduring success and educational excellence in the years ahead.

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.

Utopian Academy for the Arts at Trilith currently enrolls a racially and socio-economically diverse student body and is committed to promoting diversity across its student body, staff, and faculty to reflect the rich diversity of the surrounding community.

The demographics of students at public schools served by Fayette County Public Schools where UAFA at Trilith is located are as follows: 43.6% White, 29.7% Black, 6.6% Asian or Asian/Pacific Islander, 13.5% Hispanic/Latino, 0.3% American Indian or Alaska Native, and 0.1% Native Hawaiian or other Pacific Islander. In addition, 6.1% of students are two or more races, and 0% have not specified their race or ethnicity. As for socioeconomic status, 28% of Fayette County public schools are Title 1 schools and the poverty rate for children under 18 years of age is 10%, according to U.S. Census data.

The demographics of the targeted counties that UAFA at Trilith will be drawing from include:

Coweta: 56.2% White, 24% Black, 2.3% Asian or Asian/Pacific Islander, 11.9% Hispanic/Latino, 0.3% American Indian or Alaska Native, and 0.1% Native Hawaiian or other Pacific Islander. As for socioeconomic status, 70% of Coweta County public schools are Title 1 schools and the poverty rate for children under 18 years of age is 5%, according to U.S. Census data.

Newton: 24.2% White, 59.8% Black, 0.8% Asian or Asian/Pacific Islander, 10.3% Hispanic/Latino, 0.1% American Indian or Alaska Native, and 0.2% Native Hawaiian or other Pacific Islander. In addition, 4.6% of students are two or more races, and 0% have not specified their race or ethnicity. As for socioeconomic status, 91% of Newton County public schools are Title 1 schools and the poverty rate for children under 18 years of age is 18%, according to U.S. Census data.

DeKalb: Black: 58%, Hispanic: 21%, White: 11%, Asian: 6.2%, Other: 3.4%. As for socioeconomic status, 82% of DeKalb County public schools are Title 1 schools and the poverty rate for children under 18 years of age is 19%, according to U.S. Census data.

Fulton: 26% White, 16% Hispanic, 13% Asian Multi-Racial 4%, 0.1% Pacific Islander, 0.2% American Indian, 41% Black or African American. As for socioeconomic status, 70% of Fulton County public schools are Title 1 schools and the poverty rate for children under 18 years of age is 18%, according to U.S. Census data.

The school's positioning in a community characterized by racial and socio-economic diversity facilitates the enrollment of a student body as well as staff and faculty that mirror the community's diverse demographic. The school's inclusive admission and recruitment policies and community engagement initiatives further support this outcome.

The racial and socio-economic makeup of the student body aligns with the purposes of the Charter School Program (CSP) to provide high-quality educational opportunities to all students. This diverse environment enriches the educational experience by fostering a broader understanding of different cultures and socioeconomic backgrounds. It also aligns with the school's specialized educational mission to offer a comprehensive and inclusive curriculum that addresses the needs and reflects the experiences of its diverse student population.

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

The Utopian Academy for the Arts school network follows a comprehensive strategy for maintaining financial stability in each of our schools. Our goal at Trilith, as with all our schools, is to ensure long-term sustainability and growth through diversified funding sources, strategic financial planning and allocation of funds, careful cost management, and regular financial monitoring, as detailed below:

- **Diversified Funding Sources:** UAFA at Trilith has secured ongoing operational support through a mix of federal, state, and local government grants, as well as private funding. Our major funding sources have been carefully chosen for their reliability and alignment with our school's mission and needs. This diversified funding approach mitigates risks associated with reliance on a single funding source. Our school network also actively engages with the corporate and philanthropic communities to build strong relationships. This engagement not only strengthens our school's reputation but also opens up opportunities for local sponsorships, partnerships, and other forms of community-based funding.
- **Strategic Financial Planning:** Our financial team has developed a financial plan that includes detailed budget forecasts and the strategic allocation of funds. For example, our proposed budget for this subgrant is focused primarily on covering startup costs, such as furniture and IT infrastructure. This strategic allocation of funds ensures that our operational budget remains unaffected by these initial expenses and can instead be focused on supporting the long-term sustainability and growth of our school.
- **Cost Management and Optimization:** We are committed to maintaining a lean operational model. We conduct regular reviews of our expenditure to identify cost-saving opportunities without compromising the quality of education.
- **Monitoring and Reporting:** We employ regular financial monitoring and reporting mechanisms to ensure transparency and accountability. This allows us to make timely adjustments to our financial strategy and keep stakeholders informed about our financial health.

With these measures in place, UAFA at Trilith is positioned to use the subgrant funds prudently and effectively, reducing the burden of start-up costs on the school's operational budget and supporting its financial sustainability after the subgrant period ends.

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.

UAFA Enrollment and Recruitment Procedure.pdf

If necessary, please upload a second document.

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

CSP Retention and Discipline Policies.docx

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.

UAFA Procedure for Serving all Scholars.docx

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

Utopian-Trilith FT23 fully executed_Performance Framework.pdf

Please upload the applicant school's transportation plan.

UAFA Transportation Plan.docx

Relationship with CMO/EMO

Does the school have a relationship with CMO/EMO?

No

Additional Information for Replication & Expansion Applicants

Please describe how the applicant school meets the federal definition of "high-quality charter school" as described under ESEA § 4310 (8). Evidence of a high-quality charter school includes one or more of the following.

Choose yes for the one that applies and leave any that do not blank.

State charter school has met expectations in all areas under the State Charter Schools Commission's Comprehensive Performance Framework (CPF) for at least three (3) of the four (4) previous years.

Yes

Locally-commissioned charter school has met authorizer expectations as described in the charter contract for academics and operations for at least three (3) of the four (4) previous years. The applicant must upload evidence of meeting authorizer standards, which may include copies of reports, screenshots of performance matrices, and/or a letter from the authorizer.

Yes

Locally-commissioned charter school has CCRPI metrics and/or Milestones results demonstrating high-quality academics for students. The SCSF must approve the evidence submitted and may request additional information.

Yes

Please upload evidence for meeting the definition of a "high-quality charter school."

CPF Performance.pdf

Please verify that the applicant school has not received a subgrant under this CSP grant (through the SCSF) for a 5-year period unless the applicant can prove three (3) years of improved educational results for enrolled students. Evidence of improved educational results may be uploaded.

The school/network has received a previous CSP subgrant in the last 5 years.

Alternatively, please provide a website link to the approved budget and minutes for approving the budget.

<https://utopianacademyforthearts.com/wp-content/uploads/2024/02/UTOPIAN-BUDGET-FY-23-24-6-9-23.pdf>;

<https://utopianacademyforthearts.com/wp-content/uploads/2023/07/06.22.23-Board-Meeting-Minutes.pdf>

Please upload policies for compliance with Georgia Open Meetings Act (O.C.G.A. § 50-14-1 et. Seq) and Open Records Act (O.C.G.A. § 50-18-70 et. seq) requirements. Provide links to the applicant school's website for meeting information and instructions for making open records requests.

UAFA Policies.pdf

Priorities

Priorities Claimed

Location

Provide details of the location or proposed location of the applicant school.

255 Veterans Parkway Fayetteville, GA 30214

Please upload a map showing proximity to other charter schools, evidence of a rural designation, and/or other evidence to meet the definition of a priority community as described in Definitions.

UAFA Priority Funding Map.docx

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

UAFA Assurances Form_Signed.pdf

Submission Date

02/02/2024

Applications: File Attachments

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UAFA Priority Funding Map.docx

File Upload: CSP Subgrant Assurances

UAFA Assurances Form_Signed.pdf



UTOPIAN

ACADEMY FOR THE ARTS

CHARTER SCHOOL NETWORK

Utopian Academy for the Arts Recruitment and Enrollment Policy and Procedure

The Utopian Academy for the Arts Network has at its core the desire to recruit and retain a diverse community of scholars with an interest in learning through the arts or in an arts-integrated environment to develop and cultivate their unique talents, develop self-agency, and prepare scholars for college and career readiness in a global society. UAFA will comply with the open enrollment and admissions provisions set forth in O.C.G.A. 20-2- 2066 and does not discriminate against any student on the basis of disability, gender, nationality, race or ethnicity, religion, or sexual orientation.

All admission and registration deadline dates are set by the enrollment team under the direction of the Director of Operations. Target enrollment numbers are set by the CFO and Executive Director in partnership with the School Principals and are then approved by the Governing Board on an annual basis.

Enrollment Procedures

The Enrollment team meets on an annual basis to review the enrollment procedures and adjust as needed. These procedures are then shared with the larger enrollment team including the CFO, the Executive Director, the Director of Marketing and Strategic Initiatives, the Director of Arts, and the school Principals. Once the procedures are shared and agreed upon by the larger group, the website is reviewed and updated with the new timeline and any new procedures that may have been developed are posted or revised.

The following procedures and timeline represent the enrollment process from start to finish.

October 1	Enrollment & Allotment Meetings Begin
November 1	Reenrollment Begins for all currently enrolled scholars
December 1	Open Enrollment & New Student Recruitment Begins
March 31	Open Enrollment Closes
April	Lottery for grades or levels with applicants above the available seats

UAFA Reenrollment Procedures

Current families of UAFA schools are sent an Intent to Return Letter with a reenrollment link/letter/form in November. The letter is sent out in various communication streams- the Infinite Campus communication system and through Parent Square. The reenrollment link or form must be returned by the deadline and families must verify residency information.

- Families wishing to return must notify the UAFA Enrollment Coordinator for the school by December 15th of the year and provide proof of residency in accordance with DSA policies
- Families who move outside of the Clayton County attendance zone are no longer eligible for enrollment in the Ellenwood and Morrow campuses and must immediately withdraw their student(s). UAFA @ Trilith has a statewide attendance zone.
- Families who are experiencing homelessness must keep the school updated on their status throughout the enrollment cycle per the McKinney-Vento Homeless Assistance Act (Act), 42 U.S.C. Section 11434a (2) et.seq. (If false information is provided, or the circumstance under which enrollment was granted changes, enrollment may be revoked.)

Enrollment of Siblings and Children of Staff/Board Members

UAFA families who indicate on the reenrollment paperwork that they have the sibling of a currently enrolled UAFA scholar, will be given enrollment preference for the following school year. Similarly, children of current full-time staff members or current board members who are enrolling for the first time are given preference and must indicate their intention to enroll the child by submitting a completed enrollment application form by the stated deadline. Full-time staff members or current board members must be the custodial parent/legal guardian/step-parent with whom the child is domiciled and may live outside of the defined attendance zone.

UAFA Open Enrollment

The UAFA Open Enrollment begins in December. UAFA sends out enrollment notification through social media, a posted message on the electronic board or local school community

boards and are posted in a prominent location on the UAFA Website. Additional notification may go out through the local legal arm or local papers. Enrollment dates and the admissions application in both a digital and pdf format are made available on the website along with the enrollment and lottery timeline. All admission application materials are posted with an FAQ and instructions to support the enrollment process.

A paper copy of the admissions application, support times, and laptops are made available in the front office to make enrollment accessible to the entire community. The open enrollment period runs from October – March of each year to allow ample time to enroll for any new students that are in the Clayton County attendance zone for the Ellenwood and Morrow Campuses and for all applicants who reside in the state of GA as UAFA @ Trilith has a statewide attendance zone.

Open Enrollment Lottery

Prior to the opening of the open enrollment period, the number of seats are noted for each campus and grade level. Upon receipt of the admissions application, the date of receipt is noted. Should a grade level or grade band's applicants exceed the grade level or grade band limit, an open enrollment lottery will be held. If there are not enough applicants for a grade band or grade level by the end of the enrollment period, all applicants will be accepted, the marketing recruitment efforts will continue, and there will not be a lottery held. Admissions applications received after the deadline will be accepted only if there is an open seat or the applicant will be placed on a wait list in the order received.

After open enrollment closes, UAFA will hold a lottery at the school. The lottery is open to the public, but families are not required to attend the drawing. UAFA will utilize an online lottery application to determine each prospective student's placement for enrollment or waitlist for their grade level. All prospective students will either be placed for enrollment or assigned to the waitlist. All families will receive an email through the online lottery application indicating their lottery status and ACCEPT OR DECLINE the enrollment seat.

All families that accept their placement must complete and submit the entire registration and residency verification paperwork by the deadline before the seat is confirmed for enrollment and a class assignment is made.

Marketing & Recruitment

UAFA continuously seeks to build positive relationships within the communities defined by the schools' attendance zones. Marketing efforts though similar vary by community. The following marketing strategies that are consistent with all schools is as follows:

- Open House- In-person and virtual
- School Choice Fairs- In-person and virtual
- Social Media Marketing

- Marketing on the website
- Community Outreach
- Direct Mail Lists & Phone Calls

Additional Strategies

UAFA Elementary (Ellenwood)- The principal visits surrounding Day Cares to introduce the provider and families to the school. A marketing flyer is shared with the community.

UAFA Middle School (Ellenwood)- The principal visits elementary schools in the community and takes a performance group. A marketing flyer is shared with the community.

UAFA Middle School @ Trilith- The principal attends community meetings with the mayor, chamber and business/civic groups.

UAFA High School- The principal visits UAFA Middle School (Ellenwood) and invites parents and scholars to visit the HS.



UTOPIAN

ACADEMY FOR THE ARTS

Trilith

Retention & Discipline Policies

SY2023 – 2024

255 Veterans Parkway
Fayetteville, GA 30214
470-500-1937

“We Are Unique. We Are Utopian.”

ABOUT US.....	Error! Bookmark not defined.
MISSION AND VISION STATEMENT	Error! Bookmark not defined.
HISTORY	Error! Bookmark not defined.
SINGLE GENDER EDUCATION	Error! Bookmark not defined.
STAFF DIRECTORY.....	Error! Bookmark not defined.
GOVERNING BOARD OF DIRECTORS.....	Error! Bookmark not defined.
UTOPIAN ACADEMY LEADERSHIP TEAM	Error! Bookmark not defined.
PRINCIPAL WELCOME LETTER.....	Error! Bookmark not defined.
SCHOOL HOURS	Error! Bookmark not defined.
BREAKFAST AND LUNCH PROGRAM	Error! Bookmark not defined.
ADMISSIONS POLICY	Error! Bookmark not defined.
UNIFORM POLICY	Error! Bookmark not defined.
ARRIVAL AND DISMISSAL	Error! Bookmark not defined.
ACADEMIC POLICIES AND INFORMATION	Error! Bookmark not defined.
HOMEWORK EXPECTATIONS.....	Error! Bookmark not defined.
REPORT CARDS	Error! Bookmark not defined.
TESTING	Error! Bookmark not defined.
PROMOTION TO THE NEXT GRADE	Error! Bookmark not defined.
STUDENT CODE OF CONDUCT	Error! Bookmark not defined.
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ATTENDANCE POLICY	Error! Bookmark not defined.
PROMOTION AND RETENTION POLICY	4
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PARENTAL INVOLVEMENT.....	Error! Bookmark not defined.
PARENT PORTAL PAYMENT INSTURCTIONS	Error! Bookmark not defined.
UTOPIAN STUDENT ACADEMIC CONTRACT	Error! Bookmark not defined.
PARENT/STUDENT HOMEWORK CONTRACT	Error! Bookmark not defined.
IMMUNIZATION APPENDIX	Error! Bookmark not defined.
MEDIA RELEASE APPENDIX	Error! Bookmark not defined.
STUDENT TECHNOLOGY ACCEPTABLE USE POLICY	Error! Bookmark not defined.
STUDENT ACCEPTABLE USE AGREEMENT FOR INTERNET ACCESS	Error! Bookmark not defined.
FINE ARTS PRODUCTION/EVENT CONTRACT	Error! Bookmark not defined.
NOTICE ABOUT YOUR RIGHTS.....	Error! Bookmark not defined.
DIVISIVE CONCEPTS POLICY	Error! Bookmark not defined.
STUDENT RECORDS	Error! Bookmark not defined.
PARENT’S RIGHTS	Error! Bookmark not defined.
THE PROTECTION OF PUPIL RIGHTS AMENDMENT (PPRA).....	Error! Bookmark not defined.
TITLE IX COMPLIANTS.....	Error! Bookmark not defined.

NOTICE OF NON-DISCRIMINATION.....**Error! Bookmark not defined.**
GRIEVANCE PROCEDURES.....**Error! Bookmark not defined.**
SCHOLAR REPORTING OF ALLEGED SEXUALLY INAPPROPRIATE BEHAVIOR **Error! Bookmark not defined.**
EQUAL ACCESS TO SCHOOL FACILITIES**Error! Bookmark not defined.**
AWARENESS OF SUDDEN CARDIAC ARREST.....**Error! Bookmark not defined.**
MCKINNEY-VENTO POLICY (FOR HOMELESS STUDENTS):.....**Error! Bookmark not defined.**
SECTION 504 OF THE REHABILITATION ACT OF 1973**Error! Bookmark not defined.**
CHILD FIND**Error! Bookmark not defined.**
FAMILY EDUCATIONAL RIGHTS AND PRIVACY ACT (FERPA).....**Error! Bookmark not defined.**
FERPA NOTICE OF DIRECTORY INFORMATION.....**Error! Bookmark not defined.**
SUICIDE PREVENTION POLICY**Error! Bookmark not defined.**
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PROMOTION AND RETENTION POLICY

Requirements of O.C.G.A. § 20-2-282 and SBOE rule 160-4-2-.11
PROMOTION AND RETENTION OF STUDENTS IN GRADES 1-8.

(1) DEFINITIONS.

- (a) Accelerated instruction – challenging instructional activities that are intensely focused on student academic deficiencies in reading and/or mathematics. This accelerated instruction is designed to enable a student who has not achieved grade level, as defined by the Governor’s Office of Student Achievement, to meet grade level standards in the shortest possible time.
- (b) Additional instruction – academic instruction beyond regularly scheduled academic classes that is designed to bring students not performing on grade level, as defined by the Governor’s Office of Student Achievement, to grade level performance. It may include more instructional time allocated during the school day, instruction before and after the school day, Saturday instruction, and/or summer/inter-session instruction.
- (c) Differentiated instruction – instructional strategies designed to meet individual student learning needs.
- (d) Grade level – standard of performance, as defined by the Governor’s Office of Student Achievement, on the Georgia Milestones End-of-Grade Assessments.
- (e) Placement – the assignment of a student to a specific grade level based on the determination that such placement will most likely provide the student with instruction and other services needed to succeed and progress to the next higher level of academic achievement.
- (f) Placement committee – the committee established by the local school principal or designee to make placement decisions concerning a student who does not achieve proficiency on the Georgia Milestones End-of-Grade Assessments. This committee shall be comprised of the principal or designee, the student’s parent or guardian, and the teacher(s) in the content area(s) in which the student did not achieve grade level on the Georgia Milestones End-of-Grade Assessments.
- (g) Promotion – the assignment of a student to a higher grade level based on the student’s achievement of established criteria in the current grade.
- (h) Retention – the re-assignment of a student to the current grade level during the next school year.

(2) PROMOTION STANDARDS AND CRITERIA FOR GRADES 6-8

All of part of the following indicators shall be considered:

PROMOTION

- a. Grades 6-8
 - 1. Number of failing grades (failing 2 or more subjects for the year).
 - 2. Standardized test scores (including state and/or district adopted assessments in reading and math).
 - 3. Math and reading performance
 - 4. Previous interventions (including RtI)
 - 5. Previous retentions
 - 6. Age and maturity of student

7. Excessive absences
8. Teacher recommendation

PLACEMENT/RETENTION

1. The principal or designee shall implement a process to:
 - a. Determine whether each student shall be retained or placed based on a review of the overall academic achievement and any reasons for suggesting a good cause exemption;
 - b. Develop an accelerated, differentiated, and/or additional instructional plan for each student who does not achieve grade level
 - c. Develop a plan of continuous assessment during the subsequent school year in order to monitor the student's academic progress
2. The principal or designee shall annually notify parent(s)/guardian(s) that promotion, placement, or retention of a student into a grade, class, or program will be based on the student's academic achievement.
3. Placement decisions will be made on an individual basis. If a student is retained, written documentation of evidence supporting the decision will be filed in the student's permanent record.
4. If placement or retention is recommended, the Principal or designee will consult with the child's parent(s)/guardian(s). The Principal will have the final authority regarding placement and retention decisions. The student's parent(s)/guardian(s) will be notified of the final decision.
5. Students who spend a second year in any grade will be provided accelerated, differentiated and/or additional instruction.
6. In general, no student should be retained without being a part of an intervention process, which may include: identification, assessment, analysis or results, intervention strategies, parental notification and progress monitoring.

REQUIREMENTS FOR GRADES 3, 5, AND 8.

(a) Promotion of a student shall be determined as follows.

1. No third grade student shall be promoted to the fourth grade if the student does not receive a grade level reading determination of "On/Above Grade Level" on the Georgia Milestones End-of-Grade Assessments and meet promotion standards and criteria established in this policy for the school that the student attends.
2. No fifth grade student shall be promoted to the sixth grade if the student does not receive a grade level reading determination of "On/Above Grade Level" on the Georgia Milestones End-of-Grade Assessment and attain an achievement level of "Developing Learner", "Proficient Learner", or "Distinguished Learner" on the mathematics section of the Georgia Milestones End-of-Grade Assessment and meet promotion standards and criteria established in this policy for the school that the student attends.
3. No eighth grade student shall be promoted to the ninth grade if the student does not receive a grade level reading determination of "On/Above Grade Level" on the Georgia Milestones End-of-Grade Assessment and attain an achievement level of "Developing Learner", "Proficient Learner", or "Distinguished Learner" on the mathematics section of the Georgia Milestones End-of-Grade Assessment and meet promotion standards and criteria established in this policy for the school that the student attends.
4. The school principal or designee may retain a student who performs satisfactorily on the Georgia Milestones End-of-Grade Assessments but who does not meet promotion standards and criteria established in this policy.

(b) When a student does not perform at grade level in grade 8 on the Georgia Milestones End-of-Grade Assessments specified in section (a) above, then the following shall occur:

1. Within ten calendar days, excluding weekends and holidays, of receipt of the Georgia Milestones End-of-Grade Assessments individual student scores, the school principal or designee shall notify in writing by first-class mail the parent or guardian of the student regarding the following:
 - (i) The student's below-grade-level reading designation and/or the mathematics achievement level on the Georgia Milestones End-of-Grade Assessments;
 - (ii) The specific retest(s) to be given the student and testing date(s);
 - (iii) The opportunity for accelerated, differentiated, or additional instruction based on the student's performance on the Georgia Milestones End-of-Grade Assessments; and
 - (iv) The possibility that the student might be retained at the same grade level for the next school year.
2. The student shall be given an opportunity for accelerated, differentiated, or additional instruction in the applicable subject(s) prior to the retesting opportunity; and
3. The student shall be retested with appropriate section(s) of the Georgia Milestones End-of-Grade Assessments or an alternative assessment instrument that is appropriate for the student's grade level as provided for by the State Board of Education and this board.
4. The student will not participate in 8th grade promotion activities if they do not perform at grade level on the Georgia Milestones End-of-Grade Assessments specified in section (a) above during the first administration of the test.

(c) When a student does not perform at grade level on the Georgia Milestones End-of-Grade Assessments in grades 3, 5, and 8, and also does not perform at grade level on a second opportunity to take the assessment, then the following shall occur:

1. The school principal or designee shall retain the student for the next school year except as otherwise provided for in this policy.
2. The school principal or designee shall notify in writing by first-class mail the parent or guardian of the student and the teacher(s) regarding the decision to retain the student.
 - (i) The notice shall describe the option of the parent or guardian or teacher to appeal the decision to retain the student;
 - (ii) The notice shall describe the composition and functions of the placement committee; it shall describe the option of the parent or guardian, teacher(s), or principal to invite individuals who can provide information or facilitate understanding of the issues to be discussed to attend the placement committee meeting (note that this is sample verbiage and is not mandated for inclusion in the policy); and
 - (iii) The notice shall include the requirement that the decision to promote the student must be the unanimous decision of the placement committee comprised of the parent or guardian, teacher(s), and principal or designee.
3. If the parent or guardian or teacher(s) appeals the decision to retain the student, then the school principal or designee shall establish a placement committee to consider the appeal.
 - (i) The placement committee shall be comprised of the principal or designee, the student's parent or guardian, the executive director, and the teacher(s) of the subject(s) of the Georgia Milestones End-of-Grade Assessments or the alternative assessment instrument on which the student failed to perform at grade level.
 - (ii) The principal or designee shall notify in writing by first-class mail the parent or guardian and teacher(s) of the time and place for convening the placement committee.

(iii) The placement committee shall review the overall academic achievement of the student in light of the performance on the Milestones End-of-Grade Assessments or the alternative assessment instrument and promotion standards and criteria established in this policy for the school that the student attends, and make a determination to promote or retain.

(iv) The decision to promote must be the unanimous decision of the placement committee and must determine that if promoted and given accelerated, differentiated, or additional instruction during the next year, the student is likely to perform at grade level by the conclusion of the school year.

(v) The placement committee shall prescribe such additional assessments as may be appropriate in addition to assessments administered to other students at the grade level during the year.

(vi) The placement committee shall provide for a plan of continuous assessment during the subsequent school year in order to monitor the progress of the student.

4. A plan for accelerated, differentiated, or additional instruction must be developed for each student who does not achieve grade level performance in grade 8 on the Georgia Milestones End-of-Grade Assessments specified in section (a) above whether the student is retained, placed, or promoted for the subsequent year.

5. A student who is absent or otherwise unable to take the Georgia Milestones End-of-Grade Assessments in language arts and/or mathematics on the first administration or its designated make-up day(s) shall take the Georgia Milestones End-of-Grade Assessments in language arts and/or mathematics on the retest administration day(s) or an alternative assessment instrument that is appropriate for the student's grade level as provided for by the State Board of Education and this board. Placement or promotion of these students shall follow the same procedures as students who do not achieve grade level on the first administration of the assessment.

6. A student's failure to take the Georgia Milestones End-of-Grade Assessments in grades 3, 5, and 8 in language arts and/or mathematics on any of the designated testing date(s) or an alternative assessment instrument that is appropriate for the student's grade level as provided for by the State Board of Education and this board shall result in the student being retained. The option of the parent or guardian or teacher(s) to appeal the decision to retain the student shall follow the procedure set forth in this rule.

7. For students receiving special education or related services, the Individualized Education Plan Committee shall serve as the placement committee. The IEP Committee will consider the following:

- a. absences
- b. progress on IEP goals and objectives
- c. teacher reports
- d. Standardized test scores

8. The decision of the placement committee may be appealed as follows: (If applicable, place your district's local appeals policy here.)

DISCIPLINARY HEARING PROCESS

In any case in which long-term suspension or expulsion is being recommended, the student will be entitled to a Disciplinary Hearing for a disciplinary hearing officer to determine whether the student committed the alleged violation, and which disciplinary action is appropriate, if any. A long-term suspension is considered any denial to a student of the right to attend school and school-related activities for a period of more than ten (10) school days. Expulsion shall mean

removal of the student from enrollment at UAFA for the remainder of the semester, school year, or longer.

A disciplinary hearing will also be held in any case when a student is alleged to have committed assault or battery of a school employee or when a student in grades 6-8 is alleged to have committed an act of bullying for a third time in a school year.

Notice:

The School shall provide written notice of the relevant procedures to the student's parent/guardian. The notification shall include the following:

1. A brief statement of the act(s) student is alleged to have committed, along with the portion of the Code of Conduct allegedly violated.
2. The maximum penalty which may be administered for the alleged misconduct, and a recommendation for discipline.
3. A copy of this Student Disciplinary Hearing Process.
4. The date, time and place of the hearing.
5. The names of witnesses expected to be called at the hearing and a short summary of evidence that may be presented.
6. A statement that a hearing is required unless the student/parent/guardian waives the hearing.
7. A statement that at the hearing the student is entitled to be represented by an advocate (spokesperson) of his/her choice, including an attorney if so desired; and that the student may subpoena witnesses and utilize other compulsory process upon request.
8. A statement that all parties are afforded an opportunity to present and respond to evidence and to examine and cross-examine witnesses.

The notice of hearing shall be delivered to the student's parent/guardian either in person or by first class mail, certified mail return receipt requested, and/or delivery confirmation, to the last known address of the parent/guardian. If notice is delivered in person, a written confirmation of delivery should be obtained by the person delivering the notice. Service shall be deemed to be perfected when the notice is deposited in the United States mail with sufficient postage addressed to the last known address of the student/parent/guardian.

Continuance:

If good and sufficient cause exists, the school administrator may request to the Hearing Officer that the hearing be rescheduled, but in no instance shall the hearing be delayed more than ten school days after the beginning of the suspension unless the School and the parent/guardian mutually agree to an extension in writing. If the extension is not agreed to by the parent/guardian, the hearing will move forward as scheduled or the charges will be dismissed.

Upon rescheduling, written notice of the rescheduled date and time of the hearing will be sent to the student's parent/guardian/representative/attorney either in person, or by first class mail, certified mail return receipt requested, and/or delivery confirmation.

The student's parent/guardian/representative may request a continuance of the hearing from the school administrator. Continuances should be requested no later than 24 hours in advance of the scheduled hearing date and time. Extenuating circumstances should be presented for approval. If

a continuance is requested or caused by the parent/guardian/student's representative, the student will continue to serve his/her recommended School level discipline (In-School or Out-of-School Suspension) during the time of the continuance and until the hearing is conducted and the Hearing Officer has rendered a decision. In the event that a continuance has not been requested and the student and parent/guardian do not attend the originally scheduled hearing, the hearing will move forward as planned with or without the student and their parent/guardian.

Waiver of Hearing:

The parties may agree, in writing, to waive the 10-day requirement to conduct the hearing or to waive the right to a hearing. An agreement to waive the right to a hearing shall constitute an admission of guilt and acceptance of the punishment recommended by school administration.

Such an agreement must be reduced to writing in a formal Tribunal Waiver Agreement that clearly states that the parent/guardian and student waive the right to a hearing, the student admits guilt to the charges, and that all parties agree to the recommended consequences. A signed Tribunal Waiver Agreement will be presented to the Hearing Officer to determine if the Hearing Officer is willing to accept the agreement as its decision. If the tribunal adopts the agreement as its decision, the decision becomes final and cannot be appealed by School or the student's parent/guardian. If the agreement is not adopted as the decision of the tribunal, the Tribunal Waiver Agreement will become null and void, all rights will be restored, and a new hearing date and time will be established.

Record of Proceedings:

A written or electronic record of the hearing shall be made and shall be available to all parties upon request. The cost of recording shall be borne by the School. The student's parent/guardian/representative may request a copy of the recording.

A written transcript may be prepared by the school if the Board so requests. If a written transcript is not prepared by the School, the student's parent/guardian/representative may obtain a written transcript at their own expense.

Burden of Proof:

The burden of proof is a preponderance of the evidence (more likely than not) and shall be on the School.

Legal Representation at the Disciplinary Hearing:

If the student is represented by an attorney, the School's attorney will be present. The student's parent/guardian will notify the School not less than 48 hours prior to the hearing if the student may be represented by an attorney. Failure to give such notice can result in the hearing being continued so the School's attorney may be present.

Hearing Officers:

Disciplinary Hearings will be conducted by an independent Hearing Officer, who shall be selected by the School. To qualify for service as a Hearing Officer, an individual will (1) be in good standing with the State Bar of Georgia, (2) have experience as a teacher, counselor, or administrator in a public school system, or (3) be actively serving as a hearing officer under an existing contract/agreement with a Georgia school system. Before selecting a Hearing Officer, the school administrator shall also confirm that the selected individual has no prior involvement in the matter and no conflict of interest.

The Hearing Officer will serve as the presiding officer and may rule on issues of procedure and admissibility of evidence presented during the tribunal. The Hearing Officer will determine if the student violated the Code of Conduct; and if the Code was violated, imposing appropriate disciplinary action. The maximum penalty that can be imposed by a Hearing Officer is permanent expulsion.

Procedural Objections:

Objection to the sufficiency of the notice and/or other procedural objections shall be waived unless written notice thereof is filed with the Hearing Officer no less than 24 hours prior to the time the hearing is scheduled to begin. The hearing may be postponed until such defects have been removed or remedied.

Disciplinary Hearing:

Within ten school days after the beginning of the suspension, the Hearing Officer(s) will meet at the appointed time and place to review the case. As this time, the school administrator or his/her designee will present the facts of the case against the student as well as the reason for the recommendation. The student, parent or guardian, or other appointed representative present for the hearing will be able to ask questions and present arguments against the recommendation. Each side will be allowed to call and question witnesses about any matters relevant to the charges against the student or the appropriate discipline. The Hearing Officer has the authority to limit unproductively long or irrelevant questioning.

At the conclusion of the hearing, the Hearing Officer(s) will determine if the student has committed the alleged violation(s) of UAFA's Student Code of Conduct. The Hearing Officer's decision will be based solely on the evidence presented at the hearing. If the Hearing Officer determines that a student has committed a disciplinary violation, s/he may impose a range of sanctions that include reinstatement into school to permanent expulsion, as long as the sanction complies with the school's established policies.

The Disciplinary Hearing is a closed and confidential proceeding. Friends or relatives of the students or other members of the public who are not witnesses will not be allowed in the hearing room. Any representative(s) of the family other than the student and parent or guardian will be approved by the principal in advance. If a family wishes to bring a lawyer, they will notify the principal in advance so that the school can ensure its legal counsel is present.

Appeal:

Once the Hearing Officer has issued his/her decision, the school administration will immediately inform the family and mail a letter of decision to the family.

Once a decision has been rendered, either party may appeal directly to UAFA Board of Directors within ten calendar days of receipt of the hearing officer's decision. A written appeal must be addressed to the Chair of the Governing Board and delivered to the Executive Director. The school administrator will supply all records from the previous hearing including, if available, written statements, minutes, and audio recordings of the Disciplinary Hearing. The Board will evaluate all information and will make a decision solely on the facts presented in the record from the hearing. The student and the school administrator may provide a written statement identifying any reasons why they believe the Hearing Officer's decision was valid or invalid

based on the evidence presented at the Disciplinary Hearing. There will not be an opportunity for additional testimony or argument.

The Board will render a written decision within 20 working days of receiving the appeal. The Board may take any action it deems appropriate, and any decision of the Board is final. If the Board imposes a punishment that is harsher than that imposed by the Hearing Officer, it must provide a written explanation for the harsher punishment. Once the Board renders a decision on the appeal, the school administration will immediately inform the family and mail a letter of decision to the family.



UTOPIAN

ACADEMY FOR THE ARTS

CHARTER SCHOOL NETWORK

Utopian Academy for the Arts Network Policy for Serving All Scholars

The Utopian Academy for the Arts Network has at its core the belief and desire to provide a personalized learning experience for all scholars with an emphasis on the arts and arts-integration to increase engagement and academic achievement. To this end, the following policies and procedures exist to ensure equitable access and services for all scholars.

Students with Disabilities

It is the policy of the Utopian Academy for the Arts High School to provide a free and appropriate education to each enrolled student. UAFA will provide a full continuum of services to students with disabilities to the same extent as other schools in the state of Georgia. Utopian provides core and supplemental services as required by a student IEP. UAFA ensures that students with disabilities will be served regardless of a student's disability pursuant to the Individuals with Disabilities Education Act (IDEA), Section 504 of the Rehabilitation Act of 1973 and Title II of the Americans with Disabilities Act, along with any applicable provisions of the Title 20 of the Official Code of Georgia Annotated law concerning the identification, evaluation and services provided to students that are deemed eligible for the student's disability. UAFA will work closely with members of the Georgia Department of Education to develop and maintain policies and procedures consistent with local, state, and federal standards, and best practices.

As part of its commitment to serving students with disabilities, UAFA will employ to the greatest extent possible an experienced and fully certified Special Education Coordinator. UAFA will add additional staff as needed based on the actual caseload that is present once the school is open. The Special Education Coordinator will work with the staff to ensure eligible students are served according to their Individualized Education Plan. Where necessary, UAFA will contract services to conduct assessments or fully implement the IEP of the scholar.

UAFA will follow all guidelines related to annual IEP meetings, reviews and eligibility and redetermination requirements. Additionally, UAFA will annually assess the needs of the existing

caseload of scholars and ensure that all equipment and resources required are purchased to deliver seamless services. The Special Education Coordinator will establish a system to monitor and track the timely completion of compliance requirements and delivery of services. In addition, the Special Education Coordinator will hold regularly scheduled meetings to provide professional development support for both the general education and the Special Education staff.

English-Language Learners

The English to Speakers of Other Languages (ESOL) Program is designed to help English learners participate meaningfully and equally in educational programs and services as required by the Office for Civil Rights (OCR). * The purpose of the ESOL language program is to provide strategic language instruction such that EL students develop academic English and meet challenging state academic content and achievement standards.

The ESOL language program is part of the school’s Coherent Instructional System (See Georgia’s Systems of Continuous Improvement Framework). The ESOL language instruction program is a core instructional program within Georgia’s Tiered System of Supports for Students given that EL students receive language instruction and support services based on individual needs. ESOL provides a personalized structure for meeting the foundational English language development needs of EL students so they can engage in grade level instruction.

REQUIRED SEGMENTS PER GRADE LEVEL

UAFA follows the ESOL State Funded Segments required for English learners served in the ESOL language program. These scholars shall receive the equivalent of at least five segments per week of English language instruction in one or more of the ESOL service delivery models using English language development resources. The ESOL State Board Rule 160-4-5-.02 states that “for purposes of funding” ESOL segments should be counted as summarized in the table below. LEAs with a waiver of this rule or O.C.G.A. § 20-2-156 may have been granted flexibility regarding classroom instructional time. Please contact flexibility@doe.k12.ga.us or visit the GaDOE Charter Schools and District Flexibility webpage for more information.

Grade Band Service Delivery

Grade Band	Daily Minutes	Maximum Weekly Minutes
K-3	45 Minutes per day	225 Minutes per week
4-8	50 Minutes per day	250 Minutes per week
9-12	55 Minutes per day	275 Minutes per week

ESOL DELIVERY MODELS

UAFA adheres to the State Board of Education (SBOE) Rule 160-4-5-.02, updated October 2020, which establishes that schools shall provide English language assistance to all English learners through the State funded ESOL program. Any combination of the following ESOL instructional delivery models may be used within a system or school depending on EL students’

unique language proficiency levels, time in U.S. schools, background experiences, and other characteristics of students and schools that require language instruction to be delivered through different models of service. UAFA primarily uses a consultative or push-in model to the extent that this model enables the academic success of its English-Language Learners. In the event of an emergency shelter-in-place situation such as COVID-19, UAFA will defer to the US ED May 18, 2020 Fact Sheet issued as guidance regarding schools providing ESOL language instruction using research-based models requiring distance learning.

Delivery Models

Push-In / Collaborative: Students remain in core academic classes where they receive content instruction from the content teacher and targeted language instruction from the ESOL teacher.

Pull-Out - Students are removed from a general education class for the purpose of receiving small group language instruction from the ESOL teacher. Students receive instruction in foundational social/instructional English and the academic English of mathematics, science, social studies, or English language arts in a class composed only of ELs taught by an ESOL teacher. EL students participating in a Newcomer Program for recently arrived immigrants receive instruction in foundational social/instructional English and the academic English of mathematics, science, social studies, or English language arts.

Sheltered Content: Students at the middle and high school levels receive both academic language and content instruction from a content teacher who is ESOL endorsed or certified in a classroom composed only of ELs. EL students at the middle and high school levels participating in a Newcomer Program for recently arrived immigrants receive both academic language and content instruction from a content teacher who is ESOL endorsed or certified in a classroom composed only of ELs. Content teacher,

ESOL endorsed or certified Resource Center/Lab: Students receive language instruction from an ESOL teacher in an individual or group setting supplemented by multimedia materials or digital language learning resources.

ESOL teacher Dual Language Immersion: Students participating in a dual language immersion program receive English language instruction from the teacher with ESOL professional qualifications who is providing instruction during the English portion of the academic day.

Innovative Delivery Model: Approved in advance by the Georgia Department of Education for traditional LEAs without a waiver of this rule or O.C.G.A. § 20-2-156. TBD.

English Learners with Disabilities Under the IDEA,

In determining additional needs that an English Learner may have, UAFA uses the Multi-Tiered System of Support to identify, locate, and evaluate all children who may have disabilities and who need special education and related services. UAFA ensures that an English Learner being considered in this process does not have as a consideration of a potential disability a

“determinant factor’ that the scholar has limited English proficiency. This scholar does not meet the definition of a child with a disability under the IDEA.

Should an English-Language Learner be identified as eligible for specialized services through Section 504 or IDEA, the IEP or Section 504 team must consider the language needs of the English learner as those needs relate to the child’s IEP or Section 504 plan.

Students who qualify for both ESOL and Special Education are entitled to receive services and instruction in both programs as applicable. English learners with disabilities (EL/SWD) have the right to testing accommodations on all assessments, including language screening and assessment, per IEP determination. (See the current Student Assessment Handbook on the GaDOE Assessment webpage.)

For more information, see GaDOE’s English Learners with Disabilities webpage for more information.

ENTRANCE AND EXIT INTO THE PROGRAM

Entrance into the Program

Students new to Utopian who have never attended a US school will be administered the WIDA Placement Test. A student must pass the test with a composite score of 5.0. If a student does not pass the test, the parents are notified, and services will begin. Should a student enroll at UAFA who was previously served in an ESOL program, the ESOL teacher will obtain the scholars records and set up services as recommended by the plan.

Note: Parents have the right to waive services. The wavier does not remove the liability of the school to annually test the student for progress (Access Test).

Exiting EL Students from ESOL Program

The uniform statewide standardized EL Exit Procedures and EL Exit Flowcharts for ELs and EL/SWDs are posted on the ESOL Language Program website in the EL Language Programs – State Guidance document. Students who meet the state’s definition of English proficient or the school system has reclassified as English proficient following state and local procedures shall be exited from English learner status and subsequently, shall be exited from ESOL language program services.

Monitoring of Exited Students’ Progress

The academic progress of students who have exited the EL status and ESOL program shall be monitored for two years post exit, per the Office for Civil Rights. The monitoring process shall consist of a documented review of report card grades, state assessment results, classroom performance and teacher observations for the purpose of ensuring the successful transition to the general classroom. School systems have flexibility to determine the timeline, manner, and format for the post-exit monitoring process. EL Student Records Eligibility records and exit documentation must be maintained at the local school and made available for transferring and

monitoring upon request. Core ESOL records include the original dated signed Home Language Survey or its equivalent, original dated WIDA Screener, copy of yearly ACCESS for ELLs/Alternate ACCESS test results, copy of yearly Parental Waivers (when applicable), EL Reclassification Form (when applicable), copy of yearly EL/TPC (see the current Student Assessment Handbook on the GaDOE Assessment webpage), copy of Parent Notification of EL eligibility and exit from program, when applicable. Documentation of educator periodic monitoring of exited EL students' progress for two years should also be maintained. See Core EL Documentation on the ESOL Language Program webpage.

Assessment and Accountability SBOE 160-3-1-.7 -establishes that all English learners must be assessed annually for language proficiency, whether they are receiving ESOL services or not. As a member of the WIDA Consortium, all ELs will be administered either the ACCESS for ELLs or the Alternate ACCESS each year, as applicable. The Assessment Division oversees the training and administration of these assessments. There is no assessment exemption for identified EL students who are not receiving ESOL services. In addition, all English learners must participate in the Georgia Kindergarten Inventory of Developing Skills, Milestones End of Grade and End of Course assessments, and Georgia Alternate Assessments as applicable. EL students are eligible for testing accommodations on state assessments, as established by the English Learner Testing Participation Committee (EL/TPC) and explained in the current Student Assessment Handbook on the GaDOE.

Parental Engagement

Schools must notify parents of English learners regarding their child's eligibility for EL status and services in the school's ESOL language program. (See ESOL Form Bank for sample parent notifications.) Parents have the right to decline or opt their children out of the school's ESOL program or specific services within that program. A parents' decision to opt their child out of ESOL must be knowing and voluntary. If parents opt their children out of ESOL, the children retain their EL status, and the schools must take affirmative steps and appropriate action to meet the needs of opt-out EL students and periodically monitor their progress towards full participation in educational programs.* Schools must ensure meaningful communication with EL parents in a language they can understand "about any program, service, or activity of a school that is called to the attention of non-EL parents".

* Schools must ensure parents understand the results of the annual English language proficiency assessment and their child's trajectory toward English proficiency and academic achievement. (See the Office for Civil Rights website for a list of essential information that must be provided EL parents in a language they understand and the Dear Colleague Letter for more information.)

During the registration processes, parents report their preferred language for school communication. Schools must provide language assistance to limited English proficient parents effectively with appropriate, competent staff or appropriate and competent outside resources. Schools must ensure that interpreters and translators have knowledge in both languages of any specialized terms or concepts to be used in the communication at hand. In addition, schools must ensure that interpreters and translators are trained on the role of an interpreter and translator, the

ethics of interpreting and translating, and the need to maintain confidentiality. Schools may not rely on other students, siblings, friends, or untrained school staff to translate or interpret for parents.*

See ED/DOJ's January 7, 2015, Dear Colleague Letter: English Learner Students and Limited English Proficient Parents, pp. 32- 35 and ED's Office of English Language Acquisition's English Learner Toolkit, 2017, Chapter 8.)

GIFTED PROGRAM REQUIREMENTS AND PROCEDURES

Utopian Academy for the arts follows the written guidelines for identifying, making eligible, serving and monitoring its Gifted Scholars as outlined in O.C.G.A. 160-4-2-38. UAFA provides services in accordance with the following:

UAFA shall develop curricula for gifted students that incorporate SBOE approved curriculum and includes a focus on developing cognitive, learning, research and reference, and metacognitive skills at each grade grouping, using principles of differentiation, in one or more of the following content areas: mathematics, science, English/language arts, social studies, world languages, fine arts, and career, technical and agricultural education.

UAFA utilizes arts-integration in accordance with its essential features to serve its gifted scholars.

CHARTER FOR UTOPIAN ACADEMY FOR THE ARTS-TRILITH

This charter for Utopian Academy for the Arts-Trilith (“Charter”) is entered into by and between Utopian Academy for the Arts: The Miller Foundation, Inc. (“Petitioner”) and the State Charter Schools Commission (“SCSC”) (collectively referred to as “the parties”).

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

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

WHEREAS, pursuant to Article 31 and Article 31A of Chapter 2 Title 20 of the Official Code of Georgia Annotated, the SCSC grants this Charter to permit Petitioner to operate Utopian Academy for the Arts-Trilith (“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, 2023 and expiring on June 30, 2028.

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3. **Grade Range.** The Charter School shall serve grades 6-8. The Charter School's total enrollment shall be at least 106 students but shall not exceed 350 students (Enrollment Limit) at any point during the charter term.
4. **Mission Statement.** Through a structured and supportive environment, the Charter School will develop academic and artistic students to enter and to succeed in the global society with proficiency to enroll in a college, university or specialty school of their choice.
5. **Essential or Innovative Features.** The Charter School's essential and innovative features include classes in the dramatic, media, and creative arts that will provide secondary students with educational and career pathways to the creative industries in Georgia.
6. **Open Enrollment and Admissions.** The Charter School shall comply with the open enrollment and admissions provisions set forth in O.C.G.A. § 20-2-2066. Enrollment shall be open to any student in accordance with the following criteria:
 - a. **Attendance Zone.** Enrollment shall be open to any grade level eligible student who resides in the State of Georgia.
 - b. **Application.** 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 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;
 - iii. Students matriculating from Utopian Academy for the Arts Elementary School; and

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- iv. A sibling of a student enrolled at Utopian Academy for the Arts Elementary, Middle or High School.
- e. Outreach and Marketing. The Charter School shall utilize reasonable outreach and marketing measures to make all potential applicants aware of opportunities for enrollment at the Charter School, including, but not limited to, seeking the enrollment of a cross section of the school-age population throughout the attendance zone, consistent with the requirements of O.C.G.A. § 20-2-2066. The SCSC, upon a finding that the outreach and marketing measures taken by the Charter School are inconsistent with applicable law or the representations made by the Charter School in the Application and/or other representations or submissions to the SCSC, may require the Charter School to take further action, including but not limited to, requiring the Charter School to extend its enrollment period, delay or void its random lottery, and/or conduct further specified outreach and marketing steps.
- f. Use of Parental Agreements for Withdrawal or Reenrollment. The Charter School may adopt policies setting forth parental volunteer or service expectations and may require parent to sign an acknowledgement of those expectations. The Charter School may not withdraw, decline to reenroll, or otherwise discipline a student for a parent's failure to meet such expectations. The Charter School may not communicate to a student or parent that it has the authority to withdraw, decline to reenroll, or otherwise discipline a student for a parent's failure to meet volunteer or service expectations.
- g. Enrollment Opportunity. The Charter School shall also ensure open enrollment for each grade served for which space is available and shall not adopt any policy or practice that restricts enrollment to specific grade levels within the grade span served by the school or to a particular class of students served by the school. The Charter School must offer at least one annual enrollment opportunity for each grade served for which space is available.
7. Maximum Flexibility Allowed by Law. In exchange for the Charter School's agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 9 below, the SCSC grants the maximum flexibility allowed by law to the Charter School. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter School shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by a local board of education, the SBOE, or the GaDOE. Notwithstanding this maximum flexibility, the Charter School shall comply with the terms of this Charter, the Charter Schools Act, including the provisions set forth in Section 16 below, and any rules, regulations, policies, or procedures established by the SCSC consistent with the Charter Schools Act.
8. Accreditation. The Charter School shall seek accreditation from an approved accrediting agency identified in O.C.G.A. § 20-3-519(6.1)(A) within the first three years of the initial charter term or prior to a student's graduation and shall retain accredited status thereafter. The Charter School understands that the loss of accreditation from an agency identified in O.C.G.A. § 20-3-519(6.1)(A) constitutes grounds for termination of this charter contract.
9. Comprehensive Performance Framework and Performance Expectations.

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- 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:
 - i. During the Charter School's first operational year, at least eighty percent (80%) of the Charter School's students will participate in two of the following artistic disciplines: Animation, visual development, digital art visual art and design, audio and video production, coding and game design, and film & television. The Charter School seeks to have five percent (5%) increases each year thereafter, or until the Charter School reaches one hundred percent (100%) participation. Data from the 2023-2024 school year will be considered baseline.
 - ii. Each year, at least eighty percent (80%) of respondents who complete an annual student survey assessing the Charter School's environment will rate the Charter School as being a friendly place where they feel welcomed. This survey will be conducted in accordance with generally accepted survey practices and will be reported to the Board of Directors and all stakeholders annually.
- e. **Performance Review Presentations.** In the event that the Charter School fails to meet standards in accordance with the CPF, the Charter School may be required to make an annual, in-person report to the Commission ("Performance Review Presentation"). At least one Board member and one staff member must attend the Annual Performance Review Presentation. Presentations shall be in the form and manner requested by the SCSC.

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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 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. Pursuant to

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O.C.G.A. § 20-2-2084(e), all members of the Governing Board shall be United States citizens, residents of Georgia, and shall not be employees of the Charter School.

- b. **Function.** It shall be the function of the Governing Board to uphold the Charter School's mission and vision, to set policy for the Charter School, to work collaboratively with school officials to ensure the Charter School complies with the performance goals enumerated in Section 9 above, to ensure effective organizational planning, and to ensure financial stability of the Charter School.
- c. **Public Meetings.**
 - i. **Open Meetings Act.** The Governing Board is subject to and shall comply with the Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and any subsequent amendment thereof.
 - ii. **Regular Meetings.** The Governing Board shall conduct regular meetings consistent with principles of transparency and 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 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;

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- v. Procedure for contacting School Leader;
 - vi. Procedure for contacting the Governing Board;
 - vii. Any admissions application utilized by the school;
 - viii. Notification of enrollment and admission procedures required by SCSC Rule 691-2-.05, including the date, time, and location of any upcoming enrollment lottery;
 - ix. Annual operating budget or summary thereof as required by O.C.G.A. § 20-2-167.1; and
 - x. The Charter School's charter contract.
- e. Communication with Stakeholders. The Charter School, including the Governing Board, and School Leader, must communicate in a timely manner with stakeholders, including, but not limited to: the SCSC, families, students, and other government agencies. The Governing Board or School Leader must use all reasonable efforts to promptly and expeditiously respond to and address stakeholder communications, complaints, and requests for information received via the procedures listed in Paragraph 14(d).
- f. Conflicts of Interest. The Governing Board shall establish a formal policy to prevent and disclose conflicts of interest and compliance with the requirements of O.C.G.A. § 20-2-2084(e). Members of the Governing Board and all individuals employed at the Charter School shall abide by such conflicts of interest policy. Upon request, the Charter School shall provide conflict of interest forms to the SCSC demonstrating that governing board members are in compliance with the conflicts of interest policy.
- g. Public Status. Petitioner assures that the Charter School shall be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the State of Georgia. Petitioner further assures that the Charter School shall not be home-based; however, this does not preclude the Charter School from using virtual-based instruction in a remote setting.
- h. Director Compensation. No member of the Governing Board shall receive compensation for his or her service on the Governing Board in excess of reasonable expenses incurred in connection with actual attendance at board meetings or with performance of duties associated therewith.
- i. Contractual Interference. No party to this Charter may interfere with the legal right(s) and/or obligation(s) of another party to execute the provisions of this Charter.

15. Fiscal Control.

- a. Financial Reporting Requirements. The Charter School shall follow the financial requirements of the GaDOE's Financial Management for Georgia Local Units of Administration Manual, for all funds received by the Charter School. This expressly includes, but is not limited to, developing and adhering to financial policies, preparing and adhering to operating budgets, accounting

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procedures, managing cash and investments, and segregation of duties and internal controls. The Charter School shall submit all information required by the State Accounting Office for inclusion in the State of Georgia Comprehensive Annual Financial Report.

- b. **Annual Audit.** The Charter School shall have an annual financial audit conducted by an independent certified public accountant licensed in the State of Georgia. The Charter School will submit their annual financial audit to the SCSC by November 1 each year 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.** If the Charter School does not meet standards on the financial section of the CPF and/or demonstrates negligence which may lead to material financial misstatements of the Charter School's fiscal performance, the Charter School may be designated as financially at-risk and require more frequent financial monitoring. The nature of the additional financial monitoring will be determined by the SCSC Executive Director.
- d. **Chief Financial Officer.** The Charter School shall designate a Chief Financial Officer. The Chief Financial Officer may be a contractor rather than a school employee; however, the SCSC will hold the Charter School accountable for all financial operations of the Charter School. The Chief Financial Officer shall possess the following minimum qualifications:
 - i. A baccalaureate or higher degree in business, accounting, or finance from an accredited college or university and a minimum of four (4) years' experience in a field related to business or finance; or
 - ii. Documented experience of ten (10) or more years in the field of business and financial management.
- e. **Federal Monitoring Requirements.** The Charter School shall comply with all federal monitoring requirements related to the receipt of federal funds.
- f. **Charter School Program Eligibility.** In the event the Charter School seeks grant funds under the Federal Charter School Program, the Charter School must satisfy all federal eligibility requirements as a prerequisite to applying for and receiving such funds.
- g. **Insurance.** Prior to opening, the Charter School shall secure adequate insurance coverage and the Charter School shall maintain such coverage throughout the charter term in accordance with the laws of the State of Georgia.

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- h. **Surplus Funds.** Under no circumstances shall any surplus 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). Nothing in this subsection shall be construed to prevent the Charter School from setting aside surplus funds in a reserve account or budgeting and awarding performance bonuses as part of its annual operating expenses.
 - i. **Responsibility for Debts.** The Charter School is solely responsible for all debts incurred by the Charter School and its Governing Board. Except as agreed hereto, the SCSC shall not be contractually bound to the Charter School or to any third party with whom the Charter School has a contract or from whom the Charter School has purchased goods or services.
 - j. **Distribution of Funds and Assets.** 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 ("closure date"), 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. All other assets of the Charter School shall revert to the SCSC after the Charter School's liabilities are satisfied. 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. Nothing in this Section shall preclude the Petitioner from establishing, maintaining, or utilizing funds and assets unrelated to the operation of the Charter School. Funds and assets of the Petitioner that do not relate to the operation of the Charter School shall remain property of the Petitioner.
 - k. **Preference in Contracting.** The Charter school shall give preference in contracting and purchasing of services and materials to businesses identified in O.C.G.A. § 20-2-2084(d)(2).
 - l. **Acquiring Debt.** The Charter School shall inform the SCSC Executive Director before acquiring debt with a repayment schedule that exceeds the length of the current charter term, including but not limited to: monies derived from loans from financial institutions or through the sale of bonds.
 - m. **Deficit Reduction.** If at any time during the charter term the SCSC determines that the Charter School has a negative cash balance or an unrestricted days cash of less than fifteen (15) days, the Charter School may be required to submit a financial risk-avoidance plan, monthly SCSC Fiscal Compliance Template reports and monthly bank statements from all banks utilized by the Charter School. Submission shall be in the form and manner specified by the SCSC Executive Director. This subsection shall not be construed to limit any other SCSC authority to require the Charter School to submit additional financial reports unrelated to deficit reduction.
16. **Compliance with Other Laws, Rules, and Regulations.** The Charter School shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal,

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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.
- 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.

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- k. Family Educational Rights and Privacy Act. The Charter School is subject to all provisions of the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. In the event the Charter School closes, it shall transmit all official student records in the manner prescribed by the State Board.
 - l. QBE Formula Earnings. The Charter School acknowledges that criteria used to calculate Quality Basic Education (QBE) funding may not be waived.
 - m. School Nursing Program. The Charter School shall implement a nursing program in accordance with O.C.G.A. § 20-2-771.2.
 - n. Student Fees and Charges. The Charter School shall comply with SBOE Rule 160-5-1-.12 to preserve the rights of students regarding payments and fees.
17. SCSC Administrative Withhold: Pursuant to O.C.G.A. § 20-2-2089, the SCSC is authorized to withhold up to three (3) percent of the Charter School's funds received through O.C.G.A. § 20-2-2089(a)(1) for administering the duties required of the SCSC pursuant to O.C.G.A. § 20-2-2083.
- a. Return of SCSC Administrative Withhold Funds. Upon satisfaction of annually budgeted expenses, the SCSC may vote to return any surplus funds from its authorized administrative withhold to its Charter Schools on a pro rata basis. The SCSC does not guarantee any surplus of funds.
 - b. Restrictions on Returned SCSC Administrative Withhold Funds. Pursuant to a vote by the SCSC, the SCSC may place reasonable restrictions on any returned administrative withhold funds for reasons including, but not limited to, the failure to meet performance expectations based on the CPF and material breaches of its Charter Contract.
18. Education Service Providers. If the Charter School elects to contract or amend a contract with an Education Service Provider at any point during the term of the Charter, the Charter School shall seek and receive approval of the contract or amendment from the SCSC Executive Director prior to the execution of the contract or amendment.
19. Compliance with the Rules, Practices, Policies, and Procedures of the SCSC. The Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the SCSC under the authority granted by O.C.G.A. §§ 20-2-2080 *et seq.*
20. Employment Matters. Individuals employed at the Charter School shall not be considered employees of the State Board, Department, or the SCSC.

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- a. **Criminal Record Checks.** The Charter School shall adopt criminal record check procedures. The Charter School shall comply with all provisions of O.C.G.A. § 20-2-211.1 relating to fingerprint and criminal record checks for all prospective staff members or any individual that will have substantial contact with students prior to beginning work at the Charter School or having contact with students.
- b. **Clearance Certificates.** The Charter School shall comply with O.C.G.A. § 20-2-211.1 which requires all teachers, school administrators, and other education personnel employed by a local unit of administration to hold a valid clearance certificate issued by the Georgia Professional Standards Commission (PSC).
- c. **Teachers' Retirement System.** All qualified teachers at the Charter School shall be members of the Teachers Retirement System of Georgia ("TRS") and subject to its requirements. The Charter School is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements. For the purposes of this subsection, the term "teacher" shall have the definition provided in O.C.G.A. § 47-3-1.
- d. **Employment Preference.** The Charter School shall comply with O.C.G.A. § 20-2-2084(d)(1) regarding employment preference. The Charter School shall maintain and provide the SCSC, upon request, documentation to support the Charter School's compliance with O.C.G.A. § 20-2-2084(d)(1), including but not limited to: all advertisements for open positions, resumes received by the Charter School and records of interviews conducted by the Charter School. The Charter School shall not use third-party contractors to circumvent the requirements of this subsection.
- e. **Performance Evaluation System.** The Charter School shall utilize the performance evaluation system adopted by the State Board pursuant to O.C.G.A. § 20-2-210 for all personnel for which it is required by rule or law, including personnel employed by an educational management organization or other educational service provider. At least two individuals employed by the Charter School shall be credentialed to administer the teacher evaluation system. At least two (2) individuals employed by the Charter School or on the Charter School Governing Board shall be credentialed to administer the leader evaluation system. The Charter School may not delegate the evaluation of its School Leader to any individual or entity who is not a member of the Charter School Governing Board.
- f. **School Personnel.** Teachers and other instructional staff and faculty must be employees of the Governing Board and may not be employed by an Educational Service Provider or other entity affiliated with an Educational Service Provider. The School Leader may be employed by an Educational Service Provider only if the Governing Board retains the authority to select and dismiss that individual from service at the Charter School. Non-instructional staff, such as the Chief Financial Officer, business manager, bookkeeper, maintenance personnel, may be employed by entities other than the Governing Board; however, the Governing Board shall remain responsible and accountable for all operations, compliance, and performance of any and all selected contractors. The Governing Board shall ensure that the School Leader establishes a

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regular and ongoing physical presence in the school that allows the individual to oversee daily operations.

21. **Record Inspection.** Subject to state and federal laws, the SBOE, the GaDOE and their agents, the SCSC and their agents and the State Auditor's office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the Charter School. Any records maintained by a vendor for the services it performs on behalf of the Charter School that relate to school-level operations (such as personnel and financial records) shall be available for immediate access by the school as well as the State Board, Department, SCSC, and State Auditor in accordance with this section.
22. **Record Retention.** In the event of closure, the Charter School shall ensure the maintenance and retention of appropriate records and shall provide for such maintenance and retention at the school's expense. The Charter School shall adopt a records retention policy that aligns with the requirements of SBOE Rule 160-5-1-.14 "Transfer of Student Records" and accompanying Guidance. Neither the GaDOE nor the SCSC shall be required to assume possession of school-level records. Failure to comply with or appropriately delegate this duty may be considered a breach of contract. Upon exhaustion of applicable retention schedules and upon request from the Charter School or its authorized representative, the SCSC may facilitate coordination for the transfer of remaining permanent records to the Georgia Archives.
23. **Facilities.**
 - a. **Approval of Site and/or Facility.** The Charter School shall obtain proper approval in accordance with SCSC Rule 691-2-.06 for all sites and/or facilities prior to committing to any certificate of lease or ownership, prior to commencing any construction and prior to student occupation. If the Charter School contracts with an architect, construction manager, or other construction professional to manage the site or facility selection and development process, the SCSC will continue to hold the Charter School accountable for adhering to the requirements for site and facility approval. The Charter School shall not add or change facilities without approval from both the SCSC Executive Director and GaDOE's Facilities Services Division ("Facilities Service Division"). The Charter School shall contact the Facilities Services Division regarding the following:
 - i. **Site Approval.** The Charter School shall contact the Facilities Services Division to obtain site approval as soon as practicable. Failure to provide at least a six (6) months' notice to the Facilities Services Division prior to the proposed site's occupation may delay the Charter School's opening date. Once site approval has been granted, the Charter School will be issued a site code. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to site approval.

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- ii. **Architectural Review.** The Charter School shall submit and have approved by the Facilities Services Division all architectural plans for any facility that will house the Charter School during the charter term. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to architectural review and Facilities Services Division approval.
 - iii. **School Code Approval.** After securing both site approval and architectural review approval a school code shall be obtained. The Charter School shall contact the GaDOE and make a request for a school code. The Charter School shall properly obtain a school code prior to occupancy of the site and/or facility.
- b. Prior to opening the Charter School and prior to students occupying any proposed facility, including new facilities to be occupied during the charter term, the Charter School shall obtain and submit the following documents to the SCSC:
- i. **Documentation of Ownership or Lease Agreement.** The Charter School shall obtain documentation of ownership or the lease agreement for the facility that will house the Charter School.
 - ii. **Certificate of Occupancy.** The Charter School shall obtain a Certificate of Occupancy for the facility in which the Charter School shall be located.
 - iii. **Emergency Safety Plan.** The Charter School shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185, which plan shall be submitted to the local emergency management agency that oversees the area in which the school is located.
24. **Transportation.** To the extent the Charter School offers a transportation program for its students, the Charter School shall ensure that the program complies with all applicable laws governing transportation of students.
25. **Food Services.** To the extent the Charter School offers a food service program, the Charter School shall ensure that the program complies with all applicable laws governing food service for students.
26. **Projected Enrollment.** For the purpose of funding students enrolled in the Charter School each year the Charter School offers a new grade level, the Charter School may be required to provide the SCSC a reasonable projection of student enrollment count that includes, if available, prospective student names, Georgia Testing Identifier (GTID) and any other information as requested by the SCSC; provided, however, that the Charter School shall be permitted to submit by the SCSC's deadline a reasonable enrollment projection based on anticipated enrollment for the following academic year and shall not be required to confirm actual enrollment prior to August 1 for the upcoming Academic Year. . The Charter

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School shall provide this information by the deadline established by the SCSC and in the form and manner as requested by the SCSC. The information provided by the Charter School pursuant to this section may be verified by the SCSC through an onsite visit or by other means.

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

28. Required Trainings.

- a. Data Collections Conference. The Charter School shall send at least one representative to the annual Data Collections Conference held by the GaDOE each year of the Charter School's charter term.
- b. Federal Programs Conference. In each year the Charter School accepts federal funds from the United States Department of Education, the Charter School shall send at least one representative to the annual Federal Programs Conference held by the GaDOE.
- c. Governance Training. Each member of the Governing Board shall fulfill all training requirements required by rule and law, including the annual governance training obligation required by O.C.G.A. § 20-2-2084(f) and SCSC Rule 691-2-.03(4).

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:
 - 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

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receipt of notice to cure the breach. The nature and outcome of the breach shall be memorialized and maintained by the SCSC in accordance with applicable record retention schedules;

- ii. The Charter School's failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;
- iii. The Charter School's failure to adhere to any material term of this Charter, including but not limited to the performance goals set forth in Section 9 above;
- iv. The Charter School's failure to meet generally accepted standards of fiscal management;
- v. The Charter School's violation of applicable federal, state, or local laws, or court orders;
- vi. The existence of competent substantial evidence that the continued operation of the Charter School would be contrary to the best interests of the students or the community;
- vii. The Charter School's failure to comply with any provision of the Charter Schools Act; or
- viii. The existence of conditions that place the health, safety, or welfare of students or staff of the Charter School in danger.

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

- a. **Student Transition Plan.** The Charter School shall create a transition plan to facilitate its students' transition to other educational institutions. The transition plan shall outline a variety of educational options 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 Juvenile Justice, and the local school system or schools from which the records are requested.

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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 six (6) months from the date education operations cease. For the purposes of this section, education operations mean any period during which instruction is provided by the Charter School to enrolled students. At minimum, the website shall include contact information and instructions regarding requests for student and employee records;
- 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 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 \$100,000.00 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. Renewal, Non-Renewal, and Probationary Term.

- a. **Renewal.** The Charter may be renewed by agreement of the parties following the procedures set forth in the Charter Schools Act and accompanying SCSC Rule. The parties recognize that the renewal process will commence prior to the conclusion of the final year of the charter term and, as a result, the SCSC renewal decision will likely not include student achievement and school operational data from the final year of the charter term.
- b. **Non-Renewal.** Any grounds for termination stated in Section 25b above also may be grounds for non-renewal. In addition, the SCSC may elect not to renew the Charter if the petition for renewal does not comply with the Charter Schools Act and the rules, regulations, policies, and procedures promulgated in accordance with the Charter Schools Act or if the SCSC deems that the Charter School has not sufficiently increased student achievement or is no longer in the public interest notwithstanding the Charter School's performance on the SCSC Comprehensive Performance Framework.
- c. **Probationary Term.** In the event the SCSC determines that the Charter School has failed to comply with any provision of this Charter, the SCSC may elect to grant a renewal for a probationary term, within which term the Charter School must come into compliance satisfactory to the SCSC.

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

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

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

35. 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

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property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the Charter School, their employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to their performance of this Charter regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.

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


- 36. 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.
- 37. 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.
- 38. Assignment. This Charter shall not be assigned or transferred by the Charter School unless consented to in writing by the SCSC.
- 39. 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.
- 40. 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.
- 41. Non-Waiver. No waiver of any breach of this Charter shall be held as waiver of any other or subsequent breach.

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42. 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.
43. 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.*
44. Governing Law and Venue. This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. This Charter shall be interpreted in accordance with O.C.G.A. §§ 20-2-2060 *et seq.* and §§ 20-2-2080 *et seq.*, as amended within the term of this Charter. Any action brought by one party to this Charter against another party shall be brought in the Superior Court of Fulton County.
45. Entire Agreement. This Charter sets forth the entire agreement between the Petitioner, and the SCSC with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Petitioner and the SCSC are superseded by this Charter. The Charter shall not preclude the Charter School from entering into or maintaining any agreement with the Local Board provided no such agreement supersedes, overrides or conflicts with any provision of this Charter. The petition submitted to the SCSC serves only as the formal application for the Charter School and does not constitute a contract between the SCSC and the Petitioner. This Charter supersedes and overrides any provisions contained in the petition that conflict with this Charter.

 _____ 10/5/2022

Buzz Brockway, Chairperson, (Date)
STATE CHARTER SCHOOLS COMMISSION OF GEORGIA

 _____ 29 Sept. 2022

Joshua Menifee, Governing Board President (Date)
UTOPIAN ACADEMY FOR THE ARTS: THE MILLER FOUNDATION, 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

PURPOSE

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

FUNDAMENTAL QUESTION

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

INDICATORS

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.

MEETING GOALS

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.

SECTION I: OVERALL DETERMINATION OF COMPLIANCE

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

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

INDICATOR PERFORMANCE

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"> • CCRPI Content Mastery-Whole School Score 	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> <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> <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>
<ul style="list-style-type: none"> • CCRPI Progress-Whole School Score 		
<ul style="list-style-type: none"> • CCRPI Grade Band-Whole School Score 		

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 Guide¹. 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.

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

Exhibit A

SECTION II: FINANCIAL PERFORMANCE

FUNDAMENTAL QUESTION

Is the charter school fiscally viable and responsible?

INDICATORS

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.

MEETING GOALS

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

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"> Current Ratio is greater than 1.0 	
<i>Approaches Standard:</i>	10
<ul style="list-style-type: none"> Current Ratio is between 0.9 and 1.0 or equal to 1.0 	
<i>Does Not Meet Standard:</i>	0
<ul style="list-style-type: none"> Current Ratio is less than or equal to 0.9 	
<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"> Days Cash is greater than 60 days 	
<i>Approaches Standard:</i>	10
<ul style="list-style-type: none"> Days Cash is between 15 and 60 days 	
<i>Does Not Meet Standard:</i>	0
<ul style="list-style-type: none"> Days Cash is less than 15 Days Cash 	
<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"> Annual Debt to Income is below 5 percent 	
<i>Approaches Standard:</i>	10
<ul style="list-style-type: none"> Annual Debt to Income is between 5 and 15 percent 	
<i>Does Not Meet Standard:</i>	0
<ul style="list-style-type: none"> Annual Debt to Income is above 15 percent 	
<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"> School is not in default of loan covenant(s) or delinquent with debt service payments nor does the school have any outstanding debt 	
<i>Does Not Meet Standard:</i>	0
<ul style="list-style-type: none"> School is in default of loan covenant(s), is delinquent with debt service payments or the school has any outstanding debt 	
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"> Aggregated Three-Year Efficiency Margin is greater than 0. 	
<i>Approaches Standard:</i>	10
<ul style="list-style-type: none"> Aggregated Three-Year Efficiency Margin is between -.01 and -10 percent 	

Exhibit A

<i>Does Not Meet Standard:</i> <ul style="list-style-type: none"> Aggregated Three-Year Efficiency Margin is less than -10 percent 	0
Measure 1f, Debt to Asset Ratio: $(\text{Total Liabilities} - \text{Deferred Pension Liability}) \div \text{Total Assets}$ 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"> Debt to Asset Ratio is less than 95 percent 	20
<i>Approaches Standard:</i> <ul style="list-style-type: none"> Debt to Asset Ratio is between 95 and 100 percent 	10
<i>Does Not Meet Standard:</i> <ul style="list-style-type: none"> Debt to Asset Ratio is greater than 100 percent 	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"> • 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"> ○ An unqualified audit opinion; ○ An audit devoid of significant findings and conditions, material weaknesses, or significant internal control weaknesses; ○ An audit that does not include a going concern disclosure in the notes or an explanatory paragraph; and ○ No other adverse statement indicating noncompliance with applicable laws, rules, regulations, and provisions of the charter contract relating to financial management and oversight. 	20
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to financial management and oversight expectations as evidenced by an annual independent audit. 	0
<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"> • 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"> ○ Proper segregation of duties; ○ Source documentation for expenditures paid with federal funds; ○ Complete and on-time submission of program budgets (Title I, IDEA, and grant budgets); and ○ Maintaining inventory controls and documentation in accordance with federal regulations for items purchased with federal funds. 	15
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	10
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • 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. 	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"> • The school complied with all material provisions of the LUA manual. 	15

Exhibit A

<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> 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. 	10
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> The school failed to comply with one or more material provisions of the LUA manual. 	0
<p><u>Measure 2d, Adherence to the School’s Own Financial Policies and Procedures</u> 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"> The school adhered to its own financial policies and procedures approved by the school’s governing board and/or developed by school staff. 	20
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> 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. 	10
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> 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. 	0
<p><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> 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"> Enrollment Variance equals less than 3 percent 	15
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> Enrollment Variance is between 3 and 8 percent 	10
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> Enrollment Variance is greater than 8 percent 	0
<p><u>Measure 2f, Timely Audit Submission</u> 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"> The school submitted its financial audit on time, on or before November 1st. 	20
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> The school submitted its financial audit late, on or before December 1st. 	10
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> The school submitted its financial audit late, after December 1st. 	0

Total Points Available—Indicator 2: 100 points

Exhibit A

SECTION III: OPERATIONAL PERFORMANCE

FUNDAMENTAL QUESTION

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

INDICATORS

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

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.

SECTION III: DETERMINATION OF COMPLIANCE

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

INDICATOR PERFORMANCE

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.

Measure 1a, Essential or Innovative Features and Mission-Specific Goals	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"> • 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) 	4
<i>Approaches Standard:</i>	
<ul style="list-style-type: none"> • 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). 	2
<i>Does Not Meet Standard:</i>	
<ul style="list-style-type: none"> • 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). 	0
Measure 1b, State Education Requirements	Points Available
Is the school complying with applicable state education requirements?	
<i>Meets Standard:</i>	
<ul style="list-style-type: none"> • 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"> ○ Provided all state mandated programs; ○ Adhered to graduation requirements; ○ Implemented state-adopted content standards; and ○ Administered state assessments in the manner required by law and rule. 	4
<i>Approaches Standard:</i>	
<ul style="list-style-type: none"> • 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. 	2
<i>Does Not Meet Standard:</i>	
<ul style="list-style-type: none"> • 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. 	0
Measure 1c, Federal Education Requirements	Points Available
Is the school complying with applicable federal education requirements?	
<i>Meets Standard:</i>	4

Exhibit A

<ul style="list-style-type: none"> • 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"> ○ Federal assessment security and reporting of accountability requirements; and ○ Charter School Program grant, Title I, IV, and V requirements. ○ McKinney-Vento Homeless Assistance Act, Charter School Program grant, Title I, IV, and V requirements. 	
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • 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. 	0
<p>Measure 1d, Data Reporting Is the school complying with all data and financial reporting requirements?</p>	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> • 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"> ○ QBE/FTE Data Reporting; ○ Personnel Reporting; ○ Student Record Reporting; ○ CCRPI Data Reporting; ○ Consolidated LEA Implementation Plan (CLIP) for federal programs; ○ Special Education Data Reporting; ○ Required Data Surveys; ○ 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; ○ Timely periodic financial reports as required by the SCSC, GaDOE, or other state agencies; <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"> • 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. 	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • 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. 	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"> • 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"> ○ Board policies; ○ Board bylaws; ○ Code of ethics; ○ Conflicts of interest; ○ Board composition and/or membership laws and rules; and ○ Restrictions on compensation. 	4
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • The school failed to comply with at least one applicable law, rule, regulation, provision of the charter contract, or its policies relating to governance by its board. 	0
<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"> • 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. 	4
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • 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. 	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"> • 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). 	4

Exhibit A

<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • The school failed to take action to ensure that all governing board members comply with all applicable laws, rules, regulations, provision of its charter contract, and its policies relating to the participation of its governing board in required trainings, including, but not limited to, annual attendance by the entire governing board at SCSC provided or approved training pursuant to O.C.G.A. § 20-2-2084(f). 	0
<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"> • 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"> ○ Following provisions in SCSC rule 691-2-.03 regarding providing the public easy access to informational items on the school’s website; ○ Communicating school leadership and other major school changes in a timely and transparent matter; and ○ Appropriately and promptly responding to stakeholder complaints, questions, and concerns. 	4
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • 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. 	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"> • 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"> ○ Conducting two public meetings to provide an opportunity for public input on the proposed budget; ○ Advertising the two public meetings in the school’s legal organ; and ○ Making a summary of the proposed annual operating budget a publicly available area of the school’s website. 	4
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • The school failed to comply with at least one applicable state law requirement regarding the passage of the school’s annual budget. 	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"> • 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"> ○ Policies and practices related to admissions, lottery, waiting lists, fair and open recruitment, and enrollment (including rights to enroll or maintain enrollment); ○ The collection and protection of student information (that could be used in discriminatory ways or otherwise contrary to law); ○ Due process protections, privacy, civil rights, and student liberties requirements, including First Amendment protections and the Establishment Clause restrictions prohibiting public schools from engaging in religious instruction; and ○ Conduct of discipline (discipline hearings and suspension and expulsion policies and practices). 	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • The school failed to comply with at least one applicable law, rule, regulation, provision of its charter contract, or its policies relating to the rights of students. 	0
<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"> • 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"> ○ Identification and referral of students who may have a disability; ○ Operational compliance regarding the academic program, assessments, and all other aspects of the school's program and responsibilities; ○ Discipline, including due process protections, manifestation determinations, and behavioral intervention plans; ○ Appropriately implementing student Individualized Education Programs and Section 504 plans; ○ Ensuring appropriate access to the school's facilities and programs to students and parents. 	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	3

Exhibit A

<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to the treatment of students with identified disabilities and those suspected of having a disability. 	0
<p>Measure 3c, Rights of Students who are English Learners (ELs) 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"> 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"> Required policies related to the service of EL students; Proper steps for identification of students in need of EL services; Appropriate and equitable delivery of services to identified students; Appropriate accommodations on assessments; Exiting of students from EL services; and Ongoing monitoring of exited students. 	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> 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. 	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to EL requirements. 	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"> • 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"> ○ Title II, Part A requirements; ○ Implementation of the Teacher and Leader Keys Effectiveness Systems (TKES and LKES); ○ Ensuring staff have a proper background check or clearance certificate issued by the Georgia Professional Standards Commission. 	5
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • 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. 	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"> • 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. 	5
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	2
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • 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. 	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

<i>Meets Standard:</i> <ul style="list-style-type: none">The school complied with applicable notice, grievance procedure, and substantive requirements of federal and state laws, rules, or regulations prohibiting employment discrimination.	5
<i>Approaches Standard:</i> <ul style="list-style-type: none">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.	2
<i>Does Not Meet Standard:</i> <ul style="list-style-type: none">The school failed to comply with at least one applicable law, rule, or regulation prohibiting employment discrimination.	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"> • 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"> ○ Fire inspections and related records; ○ Viable certificate of occupancy; ○ Documentation of requisite insurance coverage; ○ Approval from GaDOE regarding initial site selection and facility requirements; and ○ Subsequent reports and approvals related to facility agreements, changes, maintenance, modifications, and expansion, as required by law, SCSC and GaDOE rules, regulations, and policies. 	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to the school's facilities. 	0
Measure 5b, 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"> • 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"> ○ School Health Nurse Program; ○ Conducting child abuse and neglect training; ○ Annual health assessments of students; ○ Diabetes Medical Management Plans; ○ Access to auto-injectable epinephrine and automated external defibrillators as appropriate; ○ Scoliosis screening; and ○ A physically safe and secure environment. 	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • The school failed to comply with at least one applicable law, rule, regulation, or provision of its charter contract relating to safety and the protection of student and employee health. 	0

Exhibit A

<p>Measure 5c, Information, Data, and Communication Is the school maintaining student and employee information and data securely and communicating with stakeholders appropriately?</p>	<p align="center">Points Available</p>
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> • 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"> ○ 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; ○ Transferring of student records; and ○ Confidentiality of personnel records not subject to open records requirements. 	<p align="center">6</p>
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	<p align="center">3</p>
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • 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. 	<p align="center">0</p>

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"> • 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"> ○ Revisions to state charter law; ○ Consent decrees; ○ 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; ○ School bus specifications, bus driver training and licensing requirements, and transportation survey deadlines, if transportation is provided; ○ Intervention requirements by the authorizer; and ○ Requirements by other entities to which the charter school is accountable (e.g., Georgia Department of Education, Professional Standards Commission, Department of Labor, etc.) 	6
<p><i>Approaches Standard:</i></p> <ul style="list-style-type: none"> • 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. 	3
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • The school failed to comply with at least one other legal, statutory, regulatory, or contractual requirement, including those contained in its charter contract that is not otherwise explicitly addressed in these Operational Performance Standards. 	0
Measure 6b, Continuing Obligations Is the school remedying noncompliance after proper notification?	Points Available
<p><i>Meets Standard:</i></p> <ul style="list-style-type: none"> • 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. 	6
<p><i>Does Not Meet Standard:</i></p> <ul style="list-style-type: none"> • 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. 	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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UTOPIAN

ACADEMY FOR THE ARTS

Trilith Transportation Policy SY2023 – 2024

255 Veterans Parkway
Fayetteville, GA 30214
470-500-1937

“We Are Unique. We Are Utopian.”

Transportation Policy

Utopian Academy for the Arts at Trilith uses a comprehensive transportation program that ensures students have a reliable and secure means of getting to and from school, fostering a worry-free environment for both parents and guardians. Utopian Academy for the Arts provides a hybrid transportation program inclusive of school bus transportation and parent pickup and drop off.

Transportation Hubs:

To streamline the transportation process, we have established transportation hubs strategically located in key areas. These hubs serve as central points where students can board their designated buses.

Parent Drop-Off:

For parents who prefer to drop off their children directly at the school, we have dedicated drop-off zones that facilitate a smooth and quick process. These areas are designed with safety in mind, featuring clearly marked lanes, traffic flow management, and staff members to assist students as they enter the school premises.

School	2019-2020			2020-2021			2021-2022		
	ACA	FIN	OPS	ACA	FIN	OPS	ACA	FIN	OPS
Genesis Innovation Academy for Boys	NA	85	94	Meets	85	84	Meets	85	92
Genesis Innovation Academy for Girls	NA	95	94	Meets	85	84	Meets	85	92
Resurgence Hall Charter School	NA	90	98	Meets	95	87	Meets	80	73
SAIL – School for Arts-Infused Learning	NA	75	89	Meets	90	78	DNM	65	78
Scintilla Charter Academy	NA	80	94	Meets	95	82	Meets	95	86
International Charter Academy of Georgia	NA	95	92	Meets	95	82	Meets	80	84
SLAM Academy of Atlanta	NA	80	90	Meets	95	87	DNM	45	59
Cherokee Charter Academy	NA	80	87	DNM	95	78	APP	0	82
Coweta Charter Academy	NA	70	90	Meets	80	83	Meets	75	83
Fulton Leadership Academy	NA	55	90	Meets	95	68	APP	60	71
Pataula Charter Academy	NA	90	96	Meets	95	98	Meets	95	94
International Academy of Smyrna	NA	50	91	Meets	70	86	Meets	75	78
Georgia Cyber Academy	NA	85	100	Meets	100	87	Meets	100	93
Utopian Academy for the Arts	NA	80	89	Meets	95	82	Meets	90	75



UTOPIAN
ACADEMY FOR THE ARTS
CHARTER SCHOOL NETWORK

OPEN MEETINGS AND OPEN RECORDS POLICY

Utopian Academy for the Arts Charter School Network Governing Board holds meetings in accordance with the Open Meetings Act O.C.G.A § 50-14-1 et seq, and any amendment thereof.

Definitions

Executive session means a portion of a meeting lawfully closed to the public.

Meeting means the gathering of a quorum of the members of the governing body of an agency at which any official business, policy, or public matter of the agency is formulated, presented, discussed, or voted upon; or the gathering of a quorum of any committee of the members of the governing body of an agency or a quorum of any committee created by the governing body, at which any official business, policy, or public matter of the committee is formulated, presented, discussed, or voted upon.

Special Called Meetings means a meeting called by the Governing Board Chair or Vice Chair and the CEO for a special purpose. A meeting of this nature may be called with less than 24-hour notice, have a posted agenda stating the purpose of the meeting, and meet the quorum requirements of a regular board meeting.

Exceptions

Meeting shall not include:

- (i) The gathering of a quorum of the members of a governing body or committee for the purpose of making inspections of physical facilities or property under the jurisdiction of such agency at which no other official business of the agency is to be discussed or official action is to be taken;
- (ii) The gathering of a quorum of the members of a governing body or committee for the purpose of attending state-wide, multijurisdictional, or regional meetings to participate in seminars or courses of training on matters related to the purpose of the agency or to



receive or discuss information on matters related to the purpose of the agency at which no official action is to be taken by the members;

(iii) The gathering of a quorum of the members of a governing body or committee for the purpose of meeting with officials of the legislative or executive branches of the state or federal government at state or federal offices and at which no official action is to be taken by the members;

(iv) The gathering of a quorum of the members of a governing body of an agency for the purpose of traveling to a meeting or gathering as otherwise authorized by this subsection so long as no official business, policy, or public matter is formulated, presented, discussed, or voted upon by the quorum; or

(v) The gathering of a quorum of the members of a governing body of an agency at social, ceremonial, civic, or religious events so long as no official business, policy, or public matter is formulated, presented, discussed, or voted upon by the quorum.

This subparagraph's exclusions from the definition of the term meeting shall not apply if it is shown that the primary purpose of the gathering or gatherings is to evade or avoid the requirements for conducting a meeting while discussing or conducting official business.

Open Meetings

Except as otherwise provided by law, all meetings shall be open to the public. All votes at any meeting shall be taken in public after due notice of the meeting and compliance with the posting and agenda requirements of this chapter. Any resolution, rule, regulation, ordinance, or other official action of Utopian Academy for the Arts Charter School Network Governing board adopted, taken, or made at a meeting which is not open to the public as required by this chapter shall not be binding.

Any action contesting a resolution, rule, regulation, ordinance, or other formal action of Utopian Academy for the Arts Governing Board based on an alleged violation of this provision shall be commenced within 90 days of the date such contested action was taken or, if the meeting was held in a manner not permitted by law, within 90 days from the date the party alleging the violation knew or should have known about the alleged violation so long as such date is not more than six months after the date the contested action was taken. (3) Notwithstanding the provisions of paragraph (2) of this subsection, any action



UTOPIAN

ACADEMY FOR THE ARTS
CHARTER SCHOOL NETWORK

under this chapter contesting a zoning decision of a local governing authority shall be commenced within the time allowed by law for appeal of such zoning decision.

The annual schedule for all Utopian Academy for the Arts Governing Board meetings, along with meeting agendas and past meeting minutes, will be posted at the following web address <https://utopianacademyforthearts.com/minutes/>.

Open Records

The Georgia Open Records Act, § 50-18-70, *et seq*, outlines the process for how members of the public can request and inspect governmental records. According to O.C.G.A. § 50-18-70 (b)(2), the term "public record" includes "all documents, papers, letters, maps, books, tapes, photographs, computer based or generated information, data, data fields, or similar material prepared and maintained or received by an agency or by a private person or entity in the performance of a service or function for or on behalf of an agency or when such documents have been transferred to a private person or entity by an agency for storage or future governmental use."

Not all governmental records are public records. No public officer or agency must prepare a new report, summary, or compilation if no such record exists when a member of the public submits an Open Records Request. O.C.G.A. § 50-18-71 (j). Even if a record exists at the time of the request, state law may treat some or all of the information contained in such record as exempt from disclosure or confidential. The Georgia Open Records Act outlines applicable exemptions in O.C.G.A. § 50-18-72, and there are numerous confidentiality statutes in federal and state law which may be applicable to an Open Records Request.

In accordance with O.C.G.A. § 50-18-71 (b), the Utopian Academy for the Arts governing board has designated Open Records Officer – Dr. Artesius Miller – to whom members of the public must submit Open Records Requests via email at Artesius.Miller@utopianacademy.com

Once you submit your request via to Dr. Miller email, you will receive a response to your request within three business days following the school network's receipt of your request during normal hours. If the records exist but are not immediately available for production, the Open Records Officer's response will include a description of the records and a time and cost estimate for their release. These instructions are also included in the policies document posted at the following web address: https://utopianacademyforthearts.com/wp-content/uploads/2024/02/UAFAGovernance_OpenRecordsOpenMeetingsdocx.pdf.



Utopian Academy for the Arts Charter School Network is open Monday through Friday from 7:30AM to 4:00PM excluding state holidays and emergency closures.

Time and Cost

Under Georgia law, Utopian Academy for the Arts may impose a reasonable charge for the search, redaction, and production or copying cost of records responsive to an Open Records Request. The time and cost will be calculated by using the hourly salary of the lowest paid employee qualified to conduct the research of an Open Records Request, with no charge for the first fifteen minutes of employee time expended.

In addition to charges for the search, redaction, and production of responsive records, Utopian Academy for the Arts will impose a fee for the copying of records or data at \$.10 cents per page or, in the case of other documents, the actual cost of producing the copy. For electronic records, Utopian will charge the actual cost of the media on which the records or data are produced. O.C.G.A. § 50-18-71 (c).

If the estimated cost for production of the records exceeds \$500.00, Utopian Academy for the Arts will insist on pre-payment before the Open Records Officer begins search, retrieval, review, or production of the records. The office may require pre-payment for a new request if the requestor has not paid for a prior Open Records Request. O.C.G.A. § 50-18-71 (d).



UTOPIAN

ACADEMY FOR THE ARTS

CHARTER SCHOOLS NETWORK

EST. 2013

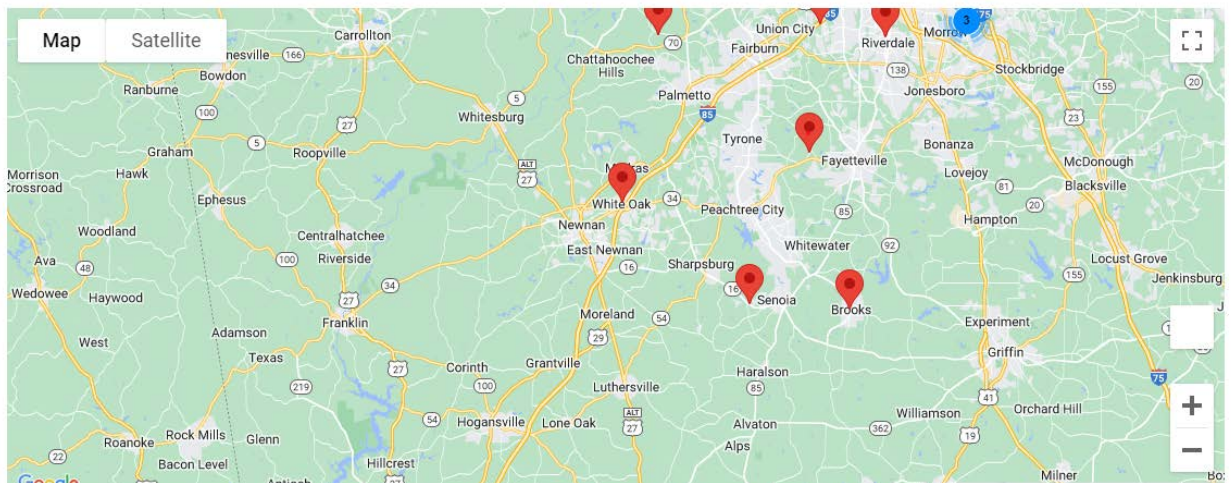
The following charter schools are more that 10miles away from Utopian Academy for the Arts at Trilith:

- Odyssey Charter Schools (White Oak, GA) | 18miles
- Coweta Charter (Senoia, GA) | 17miles
- Liberty Tech Charter School (Brooks, GA) | 17miles
- Chattahoochee Hills Charter (Fairburn, GA) | 16miles

FIND A CHARTER SCHOOL IN GEORGIA

FindaGaCharter.Org is the most comprehensive charter school locator in Georgia, helping you find the school that is the right fit for your family!

Search by location, educational focus, grades served, or attendance zone below.





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. JM 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. JM 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. JM 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. JM 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. JM 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. JM 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. ___ 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. JM 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/ 4/ 2024

Name: _____



Charter School/Network: Utopian Academy for the Arts

Profiles: Utopian Academy for the Arts at Trilith

Applicant Information

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

Name of Charter School/Network

Utopian Academy for the Arts at Trilith

School Identifier (NCES ID), if known

130023304164

Authorizer

State Charter School Commission of Georgia

Authorization Date

08/31/2022

Eligibility for CSP Subgrant

Replication

Proof of Approved Expansion (expansion applicants only)

School Opening Date/Date of Expansion

08/01/2023

Name of Nonprofit Entity

Utopian Academy for the Arts Charter School Network

Name of LEA

Utopian Academy for the Arts Charter School Network

LEA Identifier (NCES District ID), if known

1300233

Applicant Street Address

2750 Forest Pakway

Applicant City

Ellenwood

Applicant State

Georgia

Applicant Zip Code

30,294

Applicant County

Clayton

Proposed Location of New/Replicated School or Expansion Site

Proposed Street Address

255 Veterans Parkway

Proposed Applicant City

Fayetteville

Proposed Applicant State

Georgia

Proposed Applicant Zip Code

30,214

Proposed Applicant County

Fayette

School/Network Website

www.utopianatrilith.com

Management Organization Type

Freestanding

Virtual Status

Not virtual

Grant Contact

Elisha Byers

Contact Title

Director of Strategic Initiatives

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?

2023-24

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

6th, 7th, 8th

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

80

Year 2

150

Year 3

225

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.

UAFA Trilith Letter of Intent_CSP.pdf

User Login

[REDACTED]

Profiles: File Attachments

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

UAFA Trilith Letter of Intent_CSP.pdf



UTOPIAN
ACADEMY FOR THE ARTS
CHARTER SCHOOLS NETWORK
EST. 2013

February 14, 2024

Ms. Katie Manthey
State Charter Schools Commission of Georgia
2 Martin Luther King Jr. Drive SE
1356 Twin Towers East
Atlanta, GA 30334

Ms. Manthey,

Our school, Utopian Academy for the Arts at Trilith, has applied for the CSP SE subgrant from the State Charter Schools Foundation of Georgia. Please let us know if you have any questions.

Sincerely,

Artesius Miller, Ph.D.
Founder & CEO

cc: Donovan Head
Molly Gassman

Name	Attachments
[REDACTED] 2024-02-06	No
[REDACTED] 2024-02-12	No
[REDACTED] 2024-02-07	No

Review Completed Date

02/06/2024

Application

Utopian Academy for the Arts at Trilith

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.

26

Comments - Responsiveness to community need (optional)

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)

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.

7

Comments - Commitment (optional)

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)

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)

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.

25

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

80

Total Score

80

Comments - Overall (required)

N/A

Review Completed Date

02/12/2024

Application

Utopian Academy for the Arts at Trilith

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.

25

Comments - Responsiveness to community need (optional)

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)

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)

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)

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)

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

93

Total Score

93

Comments - Overall (required)

N/A

Review Completed Date

02/07/2024

Application

Utopian Academy for the Arts at Trilith

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.

30

Comments - Responsiveness to community need (optional)

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)

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)

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)

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.

10

Comments - Racial and Socio-economic Diversity (optional)

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?

Yes

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?

Yes

Comments - Bonus Points (optional)

Score Before Bonus Points

100

Total Score

115

Comments - Overall (required)

N/A