

CHARTER FOR 7 PILLARS CAREER ACADEMY

This Charter for 7 Pillars Career Academy ("Charter") is entered into by and between YouthServ360, Inc. ("Petitioner"), the Clayton County Board of Education ("Local Board") and the State Board of Education ("State Board") (collectively referred to as "the parties").

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

WHEREAS, the State Board 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 further finds that the petition is in the public interest; and

WHEREAS, pursuant to O.C.G.A. § 20-2-2064.1, the State Board grants this Charter to permit Petitioner to operate 7 Pillars Career Academy ("the Charter School") in accordance with the terms and conditions of this Charter.

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

1. Definitions. The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, or the state accountability system, is amended otherwise:
 - a. College and Career Ready Performance Index (CCRPI): A comprehensive school improvement, accountability, and communication platform for all educational stakeholders that will promote college and career readiness for all Georgia public school students.
 - b. Elementary and Secondary Education Act as Amended (ESEA as Amended): The federal education statute, originally passed by the U.S. Congress in 1965, that defines the role of the federal government in public education and authorizes many of the major federal education programs, including Title I. This Act was reauthorized by Congress in 2015 as the Every Student Succeeds Act (ESSA).
 - c. Education Service Provider (ESP): A for-profit or non-profit organization that contracts with new or existing charter schools to provide services including, but not limited to curriculum design, professional development, student assessments,

CHARTER FOR 7 PILLARS CAREER ACADEMY

financial and operational management, facilities management, and human resources management, such as Education Management Organizations (EMOs), Charter Management Organizations (CMOs), Education Service Organizations (ESOs), and others.

- d. Georgia Department of Education (GaDOE or Department): The Georgia Department of Education is 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.
 - e. Georgia Milestones Assessment System (Georgia Milestones): The Georgia Milestone Assessment System is a state-required assessment system to measure student acquisition of the knowledge and skills set forth in the state curriculum. Georgia Milestones is a consistent testing program that will be administered across grades three through twelve in the content areas of Reading, English/Language Arts, Mathematics, Science and Social Studies and Writing.
 - f. Local Educational Agency (LEA): A Local Educational Agency is a local system pursuant to local board of education control and management.
 - g. State Board of Education (SBOE or State Board): The State Board of Education is the constitutional authority which defines education policy for public K – 12 education agencies in Georgia.
- 2. Charter Term. The State Board grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2019 and expiring on June 30, 2024.
 - 3. Grade Range and Enrollment. The Charter School shall serve grades 6-10. The Charter School's total enrollment shall not exceed 360 during the term of the charter unless after reaching 360 the Charter School requests review by the Local Board and the Department. If the Local Board and the Department determine that the Charter School has met all compliance requirements and charter contract goals based on the most recent year of academic data available, the Charter School's total enrollment may expand by an increment of no more than 15% annually, subject to annual review by the Local Board and the Department.
 - 4. Mission Statement. The mission of 7 Pillars Career Academy is to provide a rigorous learning environment that mitigates gaps in student's ability to master course concepts

CHARTER FOR 7 PILLARS CAREER ACADEMY

beyond proficiency. Emphasizing 7 unique Pillars of values and ideals we embed the first fruits of civilization for our scholars' foundation to build prowess in 3 core areas: Service, Academic Mastery and Character.

5. Essential or Innovative Features. The Charter School shall implement a research based instructional model that incorporates problem-solution/inquiry-project based learning, journey based learning and individualized instruction that is aligned to the standards for each grade level. The Charter School shall utilize technology in its educational program and provide 1:1 technology. The Charter School will partner with business and industry leaders and offer career pathways to develop entrepreneurs and college and career ready students.
6. 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 8 below, the State Board shall grant the maximum flexibility allowed by law to the Charter School. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter School shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by a local board of education, the State Board of Education (State Board), or the Georgia Department of Education (Department). Notwithstanding this maximum flexibility, the Charter School shall comply with the terms of this Charter, the Charter Schools Act, including the provisions set forth in Section 16 below, and any rules, regulations, policies, or procedures established by the State Board consistent with the Charter Schools Act.
7. Accreditation. If the Charter School serves grades 8-12, the Charter School shall:
 - a. Seek accreditation from an approved accrediting agency pursuant to O.C.G.A. § 20-3-519(6)(A)(i) within the first three years of the initial Charter term or prior to the graduation of the Charter School's first graduating class and shall retain accredited status thereafter. If applicable, a Charter School may use system accreditation to satisfy this requirement.
 - b. Meet the definition of a College and Career Academy as defined by O.C.G.A. § 20-4-37(b)(5) and SBOE Rule 160-4-9-.04(k).
 - c. Meet the certification requirements for a College and Career Academy as defined by O.C.G.A. § 20-4-37(b)(2) and SBOE Rule 160-4-9-.04(l) including:
 - i. Obtaining a Georgia College and Career Academy Partner Roles and Responsibilities Chart, that is approved and signed by the Technical College System of Georgia (TCSG), between the Charter School Governing Board, the

CHARTER FOR 7 PILLARS CAREER ACADEMY

LBOE and the Charter School's higher education and business partners by the end of the second year of the Charter School's operation.

- ii. Meeting the requirements for Georgie College and Career Academy Certification by TCSG by the end of the fourth year of operation of the Charter School.
8. Performance-based Goals, Measurable Objectives, and Consequences. In exchange for the flexibility granted in Section 6 above, the Charter School agrees to meet or exceed the performance-based goals and measurable objectives that are designed to result in the improvement of student achievement as set forth in **Appendix A** incorporated into this charter. The Charter School agrees that the Consequences set forth in **Appendix A** shall be triggered upon notification by GaDOE of the Charter School's failure to achieve the goals listed in **Appendix A**.
9. Assessment and Accountability. Notwithstanding Sections 6 and 8 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, subject to any amendment, waiver or reauthorization thereof.
10. Annual Report. The Charter School shall submit an annual report by November 1 of each year to the Georgia Department of Education that complies with all requirements set forth in O.C.G.A. § 20-2-2067.1(c), including but not limited to an indication of the Charter School's progress towards the goals and objectives stated in Section 8 above, the Department's Comprehensive Performance Framework and all state-mandated assessment and accountability scores from the previous year. The Charter School shall make available to the community copies of an annual report which shall indicate student performance for the previous year.
11. 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. The attendance zone for the Charter School shall be the Clayton County School District.

CHARTER FOR 7 PILLARS CAREER ACADEMY

- b. Application. To be eligible for enrollment at the Charter School, students residing in the attendance zone must submit a timely application to the Charter School in accordance with the deadline set by the Charter School. The Charter School may use applications only for the purpose of verifying the student's residence within the school's attendance zone and grade level. The Charter School may not use admissions criteria or applications that would not otherwise be used at a traditional public school, including but not limited to, 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 after enrollment is determined, in addition to optional information that may be provided for purposes of a weighted lottery.
- c. Annual Enrollment Opportunity. The Charter School must offer at least one annual enrollment opportunity for each grade level served for which space is available. If the Charter School is a dual language immersion charter school that allows enrollment in a non-entry level grade, the Charter School may limit enrollment in non-entry level grades to cases where there is evidence of prior attendance at a language immersion school or native language proficiency.
- d. 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), except for educationally disadvantaged students who may be provided an increased chance of admission through a weighted lottery. The Charter School shall not conduct more than one lottery, per grade, per admissions cycle.
- e. Statutory Enrollment Priorities. In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School shall 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; and
 - ii. A student whose sibling is enrolled in the Charter School.

CHARTER FOR 7 PILLARS CAREER ACADEMY

- f. Weighted Lottery. In accordance with O.C.G.A. § 20-2-2066(a)(1)(A), the Charter School may utilize a weighted lottery to provide an increased chance of admission to N/A, as defined by State Board Rule and according to the following: N/A.
12. Withdrawal without Penalty. The Charter School shall comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students. The Charter School agrees that a student may withdraw without penalty from the Charter School at any time and enroll in another public school in the local school system in which such student resides.
13. State and Federally Mandated Educational Services.
- a. Students with Disabilities. The Charter School shall comply with all federal special education laws and regulations, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act. Special education teachers must have a bachelor's degree and must either be certified in special education or hold a special education license in Georgia.
 - b. English Language Learners. The Charter School shall comply with all applicable federal laws and regulations relating to the provision of educational services to English Language Learners.
 - c. Supplemental Education. The Charter School shall provide supplemental education services in required cases pursuant to State Board of Education Rule 160-4-5-.03 and No Child Left Behind, subject to any amendment, waiver or reauthorization thereof.
 - d. Remediation. The Charter School shall provide remediation in required cases pursuant to State Board of Education Rule 160-4-5-.01 and No Child Left Behind, subject to any amendment, waiver or reauthorization thereof.
14. Governance Structure.
- a. Governing Board. The Charter School shall utilize an autonomous governing body in the form of a Governing Board, which shall operate in accordance with its bylaws and **Appendix B** (Locally-Approved Charter School Partners Roles and Responsibilities Chart) of this agreement and which shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law.

CHARTER FOR 7 PILLARS CAREER ACADEMY

- 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 set forth in Section 8 above, to ensure effective organizational planning, and to ensure financial stability of the Charter School.
- c. Autonomy. 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.
- d. Annual Training. The Governing Board shall receive initial training and annual training thereafter. Pursuant to O.C.G.A. § 20-2-2072 and relevant State Board rules, the training shall include, but not be limited to, best practices on school governance, the constitutional and statutory requirements relating to public records and meetings, and the requirements of applicable statutes and rules and regulations.
- e. Public Meetings. The Governing Board and its meetings, including emergency meetings, are subject to and shall comply with the Open and Public Meetings Act, O.C.G.A. § 50-14-1 *et seq.*, and any subsequent amendment thereof. The Governing Board shall conduct regular meetings consistent with principles of transparency and avoidance of actual or apparent conflicts of interest in the governance of the Charter School.
- f. Public Records. The Governing Board is subject to and shall comply with the Georgia Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, and any subsequent amendment thereof. The Governing Board shall maintain its adopted policies, budgets, meeting agendas, and minutes, and shall make such documents available for public inspection. The Charter School shall make the minutes of all Governing Board meetings available on its website within ten (10) business days after Governing Board approval and for the duration of the Charter.
- g. Conflicts of Interest. The Governing Board shall establish a formal policy to prevent and disclose conflicts of interest. 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 local district or Department demonstrating that Governing Board members are in compliance with the conflicts of interest policy.

CHARTER FOR 7 PILLARS CAREER ACADEMY

- h. Public Status. Petitioner assures that the Charter School shall be a public, nonsectarian, nonreligious, nonprofit school organized and operated under the laws of the State of Georgia. Petitioner further assures that the Charter School shall not be home based.
- i. Director Compensation. Petitioner shall not compensate members of the Charter School's Governing Board in excess of reasonable expenses incurred in connection with actual attendance at board meetings or with performance of duties associated therewith.
- j. Contractual Interference. No party to this Charter may interfere with the legal right(s) and/or obligation(s) of another party to execute the provisions of this Charter.
- k. Georgia Residency. Governing Board members shall be residents of the State of Georgia.
- l. Board Composition. Governing Board members shall reflect the sociodemographic diversity of the population of the Charter School's designated attendance zone. Charter School employees and contractors, including the paid Chief Financial Officer, are prohibited from serving on the Governing Board.

15. Fiscal Control.

- a. Financial Reporting Requirements. The Charter School shall follow the financial requirements of the Charter Schools Section of the Department's Financial Management for Georgia Local Units of Administration Manual. 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.
 - i. The financial audit shall be conducted by an independent certified public accountant licensed in the State of Georgia. The Charter School will submit its annual financial audit to the State of Georgia by November 1st each year.
 - ii. A separate audit shall not be required for a school if the Charter School is included in the local school system audit conducted pursuant to O.C.G.A. §

CHARTER FOR 7 PILLARS CAREER ACADEMY

50-6-6, but the Charter School will submit the system's audit to the State of Georgia by November 1st each year.

- iii. If a conversion school charter is held by a nonprofit, the Charter School shall have an annual financial audit pursuant to subsection (i) of this paragraph.
- c. Compliance with approved budget included in locally-approved charter application. The Local Board shall fund the Charter School no less favorably than other local schools located within the school system unless otherwise provided by law. The base per-pupil funding amount in the petition budget is the school system's good-faith estimate for the charter term. Based on these estimates, the Local Board shall fund the Charter School at no less than a per-pupil base rate of **\$6,654.00** as long as the school system receives state and local revenues upon which the approved school budget is based.
- d. Chief Financial Officer. The Charter School shall designate a Chief Financial Officer who shall possess the following 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. The Charter School shall obtain and attach hereto a Certificate of Insurance which shall name the Local Board of Education and the State Board of Education as additional insureds.

CHARTER FOR 7 PILLARS CAREER ACADEMY

- h. Surplus Funds. Any surplus funds remaining at the close of each fiscal year will be used to enhance the Charter School's academic program. Under no circumstances shall any surplus be distributed to the Charter School's employee(s), board member(s), educational service provider or educational management organization. Nothing in this section shall be construed to prevent the Charter School from setting aside surplus funds in a reserve account or budgeting and awarding performance bonuses as part of their annual operating expenses.
 - 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 Local Board and the State Board 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.
16. Compliance with Other Laws, Rules, and Regulations. The Charter School shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws that may not be waived pursuant to O.C.G.A. § 20-2-2065, including the following, which are listed by way of example and not by way of limitation.
- a. Civil Rights, Insurance, Health, Safety, and Conflicting Interests. The Charter School shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions and the prevention of unlawful conduct.
 - b. Asbestos Remediation. The Charter School shall comply with the terms of any applicable asbestos remediation plan.
 - c. Unlawful Conduct. The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.
 - d. Student Conduct and Discipline. The Charter School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.
 - e. State Board Rules. The Charter School shall operate in accordance with all State Board Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 6 above.

CHARTER FOR 7 PILLARS CAREER ACADEMY

- f. Prohibition on Discrimination. The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, academic ability, the need for special educational services, or any other characteristic protected by local, state, or federal law.
- g. Reporting Requirements. The Charter School shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320, and 20-2-740.
- h. Tuition. The Charter School shall not charge tuition or fees to its students except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.
- i. Brief Period of Quiet Reflection. The Charter School shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.
- j. Individual Graduation Plans. The Charter school shall comply with O.C.G.A. § 20-2-327 related to Individual Graduation Plans.
- k. Family Educational Rights and Privacy Act. The Charter School is subject to all provisions of the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g.
- l. Records Retention. The Charter School shall be responsible for maintaining and retaining its records; including student records, employee records, and all corporate records related to the Charter School's operations in accordance with Georgia law, State Board Rule and this Charter. In the event that the Charter School closes, it shall provide for the maintenance, retrieval, and transmittal of all records in the manner prescribed by the State Board. Neither the Department nor the State Board shall be required to assume possession of the Charter School records.
- m. QBE Formula Earnings. The Charter School acknowledges that criteria used to calculate Quality Basic Education (QBE) funding may not be waived.

17. Education Service Providers.

- a. If the Charter School does not contract with an Education Service Provider at the time of execution of this charter but later elects to contract with an Education Service Provider, such decision will require a charter amendment prior to execution of an agreement with an Education Service Provider.

CHARTER FOR 7 PILLARS CAREER ACADEMY

- b. If the Charter School contracts with an Education Service Provider at the time of execution of this charter, the Charter School shall provide reasonable notice to the Local Board and the State Board before agreeing to any material changes or amendments to any contract with an Education Service Provider. Reasonable notice shall mean the Charter School gives the Local Board and State Board at least thirty (30) days advanced notice and shall furnish the parties with a copy of the proposed changes and/or amendments.
18. Compliance with the Rules, Practices, Policies, and Procedures of the Department. The Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the Department under the authority granted by O.C.G.A. §§ 20-2-2063 *et seq.*
19. Employment Matters. Individuals employed at the Charter School shall not be considered employees of the State Board or the Department.
- a. Background Checks. The Charter School shall adopt background check procedures and shall ensure that all prospective staff members or any individual that will have substantial contact with students undergo a fingerprinting and background check prior to beginning work at the Charter School or having contact with students.
 - b. Teachers' Retirement System. All qualified teachers at the Charter School shall be members of the Teachers Retirement System of Georgia ("TRS") and subject to its requirements. The Charter School is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements.
 - c. Teacher and Leader Evaluation. The Charter School shall implement the Teacher Keys Effectiveness System (TKES) and Leader Keys effectiveness System (LKES) in accordance with O.C.G.A. §20-2-210(b)(1) and State Board Rule 160-5-1.37. The Charter School shall have at least two individuals credentialed in using TKES. If the most senior Charter School leader must be evaluated using LKES because he or she performs the duties of a principal as defined by State Board Rule 160-5-1-.37, a member of the Governing Board, who is credentialed in using LKES, shall serve as his or her evaluator.
20. Record Inspection. Subject to state and federal laws, the State Board, the Department and their agents, and the State Auditor's office shall have the right to examine and copy all

CHARTER FOR 7 PILLARS CAREER ACADEMY

records, reports, documents, and files relating to any activity, program, or student of the Charter School.

21. Facilities.

- a. Approval of Site and/or Facility. The Charter School shall obtain proper approval 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. The Charter School shall contact the Georgia Department of Education's Facilities Services Division regarding the following:
 - i. Site Approval. Immediately upon approval, the Charter School shall contact the Facilities Services Division and obtain site approval. Once site approval has been granted, the Charter School will be issued a site code. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to site approval.
 - ii. Architectural Review. The Charter School shall submit and have approved by the Facilities Services Division all architectural plans for any facility that will house the Charter School during the Charter term. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to architectural review.
 - iii. School Code Approval. After securing both site approval and architectural review approval a school code shall be obtained. A locally-approved Charter School shall contact their school system's facilities department and make a request for a school code. The Charter School shall properly obtain a school code prior to occupancy of the site and/or facility.
- b. Prior to opening the Charter School and prior to students occupying any proposed facility, the Charter School shall obtain and submit the following documents to the Department:
 - 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.

CHARTER FOR 7 PILLARS CAREER ACADEMY

- 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 Georgia Emergency Management Agency.
- 22. Transportation. To the extent the Charter School offers a transportation program for its students, the Charter School shall ensure that the program complies with all applicable laws governing transportation of students.
- 23. Food Services. To the extent the Charter School offers a food service program, the Charter School shall ensure that the program complies with all applicable laws governing food service for students.
- 24. Termination of Charter.
 - a. Termination Grounds. The Charter School may be terminated based on any of the following grounds:
 - i. The Charter School's failure to timely implement the Consequences set forth in Appendix A below.
 - ii. The Charter School's failure to adhere to any other material term of this Charter, including but not limited to, failure to achieve the performance goals set forth in in Section 8 above and Appendix A below.
 - iii. 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;
 - 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;

CHARTER FOR 7 PILLARS CAREER ACADEMY

- vii. The Charter School's failure to comply with any provision of the Charter Schools Act;
 - viii. The existence of conditions that place the health, safety, or welfare of students or staff of the Charter School in danger; or
 - ix. The Charter School's failure to disclose material information regarding violations or potential violations of any material term of this Charter or applicable federal, state, or local laws or court orders.
 - x. This Charter may be terminated in accordance with O.C.G.A. §20-2-2063.3 and the accompanying State Board Rule(s) if the Local Board fails to meet the principles and standards of charter school authorizing on the Local Board's annual evaluation for two consecutive years.
- b. Requests for Termination. The termination of this Charter may be requested by a majority of the parents or guardians of the students enrolled in the Charter School, a majority of the faculty and instructional staff employed at the Charter School, the Local Board or the State Board following the procedures identified in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.
- c. Breach of Charter. In the event the Charter School fails to comply with any material provision of this Charter, the Department shall notify the Charter School by certified mail and/or electronic mail to chairperson of the governing board. The nature and outcome of the breach shall be recorded in a memo and placed in the Department's Charter School file.
- d. Termination Procedures. The parties acknowledge and agree that the procedure for terminating this Charter is as follows:
- i. This Charter will automatically terminate without further action taken by the Department, the State Board or the Local Board on June 30 of the year that the Charter School is placed on probation if the Department and the Local Board agree in writing that the Charter School has not satisfied the terms of probation and/or timely implemented the Consequences set forth in Appendix A.

CHARTER FOR 7 PILLARS CAREER ACADEMY

- ii. For a violation of Sections 24(a)(iii) through (x) above, this Charter may be terminated according to the procedures set forth in O.C.G.A. § 20-2-2068 and the accompanying State Board Rule.
 - e. Distribution of Funds and Assets. In the event the Charter School ceases operation for any reason, the Charter School and its Governing Board will be responsible for concluding the business and affairs of the Charter School and will cooperate with the Local Board and State Board to the extent necessary to provide an orderly return of the students to their local school. Any public surplus remaining at the time the Charter School ceases operation shall be remitted to the Local Board and/or State Board, whichever is appropriate, within 30 days of ceasing operations. Any furniture and equipment purchased with public funds shall be delivered to the Local Board and/or State Board, whichever is appropriate, within 30 days of ceasing operations. Neither the Local Board nor the State Board shall be responsible for the Charter School's unpaid debts in the event the Charter School does not have sufficient funds to pay all of its debts at the time it ceases operation.
25. Pre-Opening Suspension. In the event the Charter School fails to comply with **Appendix C (Pre-Opening Checklist)** or with any material provision set forth in this Charter that requires compliance prior to the opening of the Charter School, the opening may be suspended until a time after all requirements have been fulfilled by the Charter School as determined by the local district and Department. Suspension shall not result in an extension of the Charter term set forth above in Section 2.
26. 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 State Board Rule.
 - b. Non-Renewal. Any grounds for termination stated in Section 24(a) above also may be grounds for non-renewal. In addition, the State Board or Local Board 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 State Board or Local Board deems that the Charter School has not sufficiently increased student achievement or is no longer in the public interest.
 - c. Probationary Term. In the event the State Board or Local Board determines that the Charter School has failed to comply with any provision of this Charter, the State

CHARTER FOR 7 PILLARS CAREER ACADEMY

Board and Local Board may elect to grant a renewal for a probationary term, within which term the Charter School must come into compliance satisfactory to the State Board and Local Board.

27. Temporary Extension. At the discretion of the local district and the Department, a Charter may be extended for a grace period not exceeding sixty (60) days.
28. Amendments to the Charter. Any material term of this Charter, to be determined by the local district and the Department, may be amended in writing upon the approval of the Local Board, the State Board and a majority of the Governing Board of the Charter School. Any proposed amendment shall be made in accordance with State Board Rule 160-4-9-.06 *et seq.*
29. Administrative Clarifications. Any clarification to a non-material term of this Charter, to be determined by the School District and Department, shall be submitted in writing to the local district and the Department for review. Any non-material term of this Charter may be clarified upon written approval of the local district and the Department.
30. Mandatory Training. The Department reserves the right to require the Charter School to attend any training related to the responsibilities of a Charter School.
31. Indemnification.
 - a. The Petitioner and the Charter School agree to indemnify, defend and hold harmless the Local Board, the School District, the Department 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 Indemnatee owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the Charter School or Petitioner, 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 Indemnatee.

CHARTER FOR 7 PILLARS CAREER ACADEMY

- b. The Charter School and Petitioner 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 Indemnatee seeking indemnification; or (b) If the Indemnatee 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 or Petitioner related to the indemnification; or (iii) assist the Charter School or Petitioner with the defense of such claim or suit.
 - c. The Charter School's and Petitioners obligations to indemnify any Indemnatee shall survive the completion, expiration, or termination of this Agreement for any reason.
32. Non-Agency. The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the Local Board, the State Board, or the Department 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 Local Board, the State Board, or the Department to any third party.
33. Delegation. The parties acknowledge and agree that the functions and powers of each party may be exercised only by each party and may not be delegated to a third party without written agreement by the parties.
34. 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.
35. Non-Waiver. No waiver of any breach of this Charter shall be held as waiver of any other or subsequent breach.
36. 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.
37. 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.*
38. 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

CHARTER FOR 7 PILLARS CAREER ACADEMY

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.

39. Multi-Year Contracts Beyond Charter Term. The Charter School shall not enter into a multi-year contract that extends beyond the length of the charter term for the acquisition of goods, materials, services or supplies unless such contract contains the following provisions:
- a. The contract shall terminate absolutely and without further obligation on the part of the Charter School at the close of the fiscal year in which the charter term concludes and at the close of each succeeding charter term for which the contract may be renewed;
 - b. The contract may be renewed only by a positive action taken by the Charter School; and
 - c. The contract shall state the total payment obligation of the Charter School for the original contract term and each renewal shall state the total payment obligation that may be incurred in each subsequent charter term, if renewed.

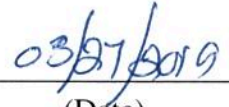
This section shall not apply to multi-year contracts to lease or purchase facilities, vehicles or capital equipment.

40. Entire Agreement. This Charter sets forth the entire agreement between the Petitioner, the Local Board and the State Board with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Petitioner, the Local Board and the State Board 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 Local Board and the State Board serves only as the formal application for the Charter School and does not constitute a contract between the Local Board, the State Board and the Petitioner. This Charter supersedes and overrides any provisions contained in the petition that conflict with this Charter.

CHARTER FOR 7 PILLARS CAREER ACADEMY



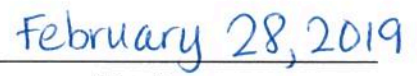
Chairperson,
GEORGIA STATE BOARD OF EDUCATION



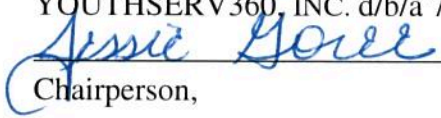
(Date)



Authorized Representative,
YOUTHSERV360, INC. d/b/a 7 PILLARS CAREER ACADEMY



(Date)



Chairperson,
CLAYTON COUNTY BOARD OF EDUCATION



(Date)

CHARTER FOR 7 PILLARS CAREER ACADEMY

Appendix A – Accountability and Consequences

ACCOUNTABILITY REQUIREMENTS

The State Board shall hold the Charter School accountable for the full performance of each of the comprehensive performance framework standards listed below. The Charter School will receive a final report on its performance on each of the standards below from the Georgia Department of Education as soon as the all performance data are available; interim reports will be released prior to the final report as data becomes available. The report will include consequences that need to be implemented by the Charter School as described below.

I. ACADEMIC PERFORMANCE STANDARDS

Goal 1: During the first year of its initial charter term, the Charter School shall achieve at least one of the following academic performance standards:

- a. Beat the Odds (school-wide measure).

OR

- b. Match or exceed the CCRPI Content Mastery score of its authorizing school district(s) in each grade band served (elementary, middle, and/or high school).

OR

- c. Match or exceed the overall CCRPI score of its authorizing school district(s) in each grade band served (elementary, middle, and/or high school).

Goal 2: During the second and third year of its initial charter term, the Charter School shall achieve at least two of the following academic performance standards:

- a. Increase its overall CCRPI score by at least 4% of the gap between 100 and the school's previous year overall CCRPI score for each grade band served (elementary, middle, and/or high school).

AND/OR

- b. Increase its CCRPI Content Mastery score by at least 10% of the gap between 100 and its previous year CCRPI Content Mastery score in each grade band served (elementary, middle, and/or high school).

AND/OR

- c. Increase its CCRPI Progress Score by at least 10% of the gap between 100 and its previous year CCRPI Progress Score in each grade band served (elementary, middle, and/or high school).

AND/OR

CHARTER FOR 7 PILLARS CAREER ACADEMY

- d. Achieve a statistically significant positive Value-Added Impact Score in each grade band served (elementary, middle, and/or high school).

AND/OR

- e. Beat the Odds (school-wide measure).

Goal 3: During the fourth and fifth year of its initial charter term, the Charter School must:

- a. Increase its overall CCRPI score by at least 4% of the gap between 100 and its previous year overall CCRPI score in each grade band served (elementary, middle, and/or high school).

AND

- b. Achieve at least one of the following two performance standards:

Increase its CCRPI Content Mastery score by at least 10% of the gap between 100 and its previous year CCRPI Content Mastery score in each grade band served (elementary, middle, and/or high school)

or

Increase its CCRPI Progress Score by at least 10% of the gap between 100 and its previous year CCRPI Progress Score in each grade band served (elementary, middle, and/or high school).

AND

- c. Achieve at least one of the following two performance standards:

Achieve a statistically significant positive Value-Added Impact Score in each grade band served (elementary, middle, and/or high school).

or

Beat the Odds (school-wide measure).

AND

- d. Not be on the Turnaround Eligible Schools List published annually by the Governor's Office of Student Achievement or on the list of Tier II or Tier III schools published annually by GaDOE.

Note: Accountability for the fifth year of the initial charter term will occur during the initial year of a renewal charter, if granted.

II. SCHOOL CLIMATE PERFORMANCE STANDARDS

Goal 4: During the first year of its initial charter term, the Charter School shall achieve a School Climate Star Rating of 3 or more stars.

CHARTER FOR 7 PILLARS CAREER ACADEMY

Goal 5: During the second and each subsequent year of its initial charter term, the Charter School shall achieve a School Climate Star Rating of 4 or more stars.

III. FINANCIAL PERFORMANCE STANDARDS

Goal 6: During the first year of its initial charter term, the Charter School must:

- a. Not be in default of loan or bond covenant(s) and/or is not delinquent with debt services payments.

AND

- b. Unrestricted Days Cash (Total Expenses/365) is greater than 45 days.

AND

- c. Achieve at least one of the following financial performance standards:

Possess a Debt to Asset Ratio that is less than 95 percent.

AND/OR

Achieve a Current Ratio (Working Capital Ratio) that is 1.0 or greater.

AND/OR

Financial Efficiency Rating is 3 Stars or above.

AND/OR

The Charter School received and submitted to GaDOE by November 1 an annual independent audit with an opinion of the auditor as regards the accuracy of your school's accounting records, financial position, change in financial position, compliance with rules of various governing entities, including GAGAS (Generally Accepted Government Auditing Standards (the "Yellow Book") or, for those schools not yet converted to GAGAS, compliance with GAAP (Generally Accepted Accounting Principles) that includes:

- An unmodified 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.

Goal 7: During the second year of its initial charter term, the Charter School must:

CHARTER FOR 7 PILLARS CAREER ACADEMY

- a. Not be in default of loan or bond covenant(s) and/or is not delinquent with debt services payments

AND

- b. Unrestricted Days Cash (Total Expenses/365) is greater than 45 days.

AND

- c. Achieve at least one of the following financial performance standards:
Achieve a Current Ratio (Working Capital Ratio) that is 1.0 or greater.

AND/OR

Possess a Debt to Asset Ratio that is less than 95 percent.

AND/OR

Financial Efficiency Rating is 3 Stars or above.

AND/OR

The Charter School received and submitted to GaDOE by November 1 an annual independent audit with an opinion of the auditor as regards the accuracy of your school's accounting records, financial position, change in financial position, compliance with rules of various governing entities, including GAGAS (Generally Accepted Government Auditing Standards (the "Yellow Book") or, for those schools not yet converted to GAGAS, compliance with GAAP (Generally Accepted Accounting Principles) that includes:

- An unmodified 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.

Goal 8: During the third and all subsequent years of its initial charter term, the Charter School shall achieve all six of the following financial performance standards:

- a. Not be in default of loan or bond covenant(s) and/or is not delinquent with debt services payments.

AND

- b. Achieve a Current Ratio (Working Capital Ratio) that is 1.0 or greater.

AND

- c. Possess a Debt to Asset Ratio that is less than 95 percent.

CHARTER FOR 7 PILLARS CAREER ACADEMY

AND

- d. Unrestricted Days Cash (Total Expenses/365) is greater than 45 days.

AND

- e. Financial Efficiency Rating is 4 Stars or above.

AND

- f. The Charter School received and submitted to GaDOE by November 1 an annual independent audit with an opinion of the auditor as regards to the accuracy of the Charter School's accounting records, financial position, change in financial position, compliance with rules of various governing entities, including GAGAS (Generally Accepted Government Auditing Standards (the "Yellow Book")) or, for those schools not yet converted to GAGAS, compliance with GAAP (Generally Accepted Accounting Principles) and that includes:

- An unmodified 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.

IV. GOVERNANCE PERFORMANCE STANDARDS

Goal 9: During the first year of its initial charter term, the Charter School shall achieve all four of the following governance performance standards:

- a. All governing board members complied with all applicable open governance requirements, including the Georgia Open Meetings Act and the Georgia Opening Records Act.

AND

- b. All governing board members participated in all the required governance training hours for new governing board members, including the mandatory Financial Governance Training provided by GaDOE for all new governing board members.

AND

- c. The Board met a minimum of nine (9) times.

AND

- d. Successful implementation of the Teacher and Leader Keys Effectiveness System as verified by GaDOE.

CHARTER FOR 7 PILLARS CAREER ACADEMY

Goal 10: During the second and third year of its initial charter term, the Charter School shall achieve all five of the following governance performance standards:

- a. All governing board members complied with all applicable open governance requirements, including policies relating to the Georgia Open Meetings Act and open records requirements.

AND

- b. All governing board members attended all required training, including all the required governance training hours for new governing board members.

AND

- c. The Board met a minimum of eight (8) times each school year.

AND

- d. Successful implementation of the Teacher and Leader Keys Effectiveness System as verified by GaDOE.

AND

- e. All governing board members acted in accordance with the Standards for Effective Governance of a Georgia Non-Profit School Governing Board as sworn to in the Legal Compliance Affidavit included in the Annual Report, and as evidenced by a lack of any evidence to the contrary received by GaDOE and the authorizing district(s).

Goal 11: During the fourth and all subsequent years of its initial charter term, the Charter School shall achieve all six of the following governance performance standards:

- a. All governing board members complied with all applicable open governance requirements, including policies relating to the Georgia Open Meetings Act and open records requirements.

AND

- b. All governing board members attended all required training, including all the required governance training hours for new governing board members.

AND

- c. The Board met a minimum of seven (7) times.

AND

- d. Successful implementation of the Teacher and Leader Keys Effectiveness System as verified by GaDOE.

AND

- e. All governing board members acted in accordance with the Standards for Effective Governance of a Georgia Non-Profit School Governing Board as sworn

CHARTER FOR 7 PILLARS CAREER ACADEMY

to in the Legal Compliance Affidavit included in the Annual Report, and as evidenced by a lack of any evidence to the contrary received by GaDOE and the authorizing district(s).

AND

- f. The Board reflects the sociodemographic diversity of the community it serves.

Goal 12: By the fourth year of its initial charter term, the Charter School shall implement all Essential or Innovative Features as defined in Paragraph 5 of the initial charter contract.

V. LEGAL COMPLIANCE PERFORMANCE STANDARDS

Goal 13: During each year of its charter contract term, the Charter School shall abide by all legal requirements included in the initial charter contract and applicable law.

Goal 14: The Charter School shall not do anything which results in GaDOE and the authorizing district(s) placing it on probation more than two times in a single school year (from July 1 to June 30).

Goal 15: The Charter School shall not do anything which results in GaDOE and the authorizing district(s) placing it on probation more than three times during the term of its initial contract.

CONSEQUENCES

The State Board shall hold the Charter School accountable for the full performance of each of the consequences listed below. Failure to implement any consequence will lead to the Charter School being placed on probation; if the consequence is not implemented within 90 days of the Charter School being placed on probation or within the remainder of the school year if the Charter is placed on probation within the last 90 days of the school year, the Charter School agrees that its charter contract will be automatically terminated at the end of school year in which that 90-day period began. If GaDOE and the authorizing district(s) agree that the Charter School has successfully implemented the Consequences below, the Charter School shall be removed from probation.

1. Academic Performance Consequences

Goal 1 Consequences: A Charter School that did not meet Goal 1 shall produce a root cause analysis and implement a targeted school improvement plan based on that analysis during its second year. The root cause analysis and targeted school improvement plan shall be available for inspection by GaDOE and the authorizing district(s) any time after January 1 of its second year. Upon such review, either the authorizing district(s) or

CHARTER FOR 7 PILLARS CAREER ACADEMY

GaDOE may provide suggestions for additional root causes and/or targeted improvements.

Goal 2 Consequences: A Charter School that did not meet Goal 2 shall produce a root cause analysis and implement a targeted school improvement plan based on that analysis that addresses its specific academic achievement deficiencies during the year following its failure to meet Goal 2. The root cause analysis and targeted school improvement plan shall be available for inspection by GaDOE and the authorizing district(s) any time after January 1 of the year it is implemented. Upon such review, either the authorizing district(s) or GaDOE may provide suggestions for additional root causes and/or targeted improvements.

Goal 3 Consequences: A Charter School that did not meet Goal 3, but meets other Goals as described above, will be eligible for only a three-year charter contract renewal and shall produce a root cause analysis and implement a targeted school improvement plan based on that analysis during its fourth year. The root cause analysis and targeted school improvement plan shall be available for inspection by GaDOE and the authorizing district(s) any time after January 1 of the fourth year. Upon such review, either the authorizing district(s) or GaDOE may provide suggestions for additional root causes and/or targeted improvements.

2. School Climate Performance Consequences

Goal 4 Consequences: A Charter School that did not meet Goal 4 shall produce a root cause analysis and implement a targeted school climate improvement plan based on that analysis during its second year. If the Charter School is subject to a targeted school improvement plan for failure to meet Goal 1, the targeted school climate improvement plan will be embedded within the targeted school improvement plan. The root cause analysis and targeted school climate plan shall be available for inspection by GaDOE and the authorizing district(s) any time after January 1 of its second year. Upon such review, either the authorizing district(s) or GaDOE may provide suggestions for additional root causes and/or targeted improvements.

Goal 5 Consequences: A Charter School that did not meet Goal 5, but meets other Goals as described above, will be eligible for only a three-year charter contract renewal and shall produce a root cause analysis and implement a targeted school climate improvement plan based on that analysis during the year following its failure to achieve Goal 5. If the Charter School is subject to a targeted school improvement plan for failure to meet Goal 2 or Goal 3, the targeted school climate improvement plan will be embedded within the targeted school improvement plan. The root cause analysis and targeted school climate improvement plan shall be available for inspection by GaDOE and the authorizing district(s) any time after January 1 of the year following its failure to achieve Goal 5. Upon such review, either the authorizing district(s) or GaDOE may provide suggestions for additional root causes and/or targeted improvements.

CHARTER FOR 7 PILLARS CAREER ACADEMY

3. Financial Performance Consequences

Goal 6 Consequences: A Charter School that did not meet Goal 6 shall produce a root cause analysis and implement a targeted financial improvement plan based on that analysis during its second year. The root cause analysis and targeted financial improvement plan shall be available for inspection by GaDOE and the authorizing district(s) any time after January 1 of its second year. Upon such review, either the authorizing district(s) or GaDOE may provide suggestions for additional root causes and/or targeted improvements.

Goal 7 Consequences: A Charter School that did not meet Goal 7 shall produce a root cause analysis and implement a targeted financial improvement plan based on that analysis during its second year. The root cause analysis and targeted financial improvement plan shall be available for inspection by GaDOE and the authorizing district(s) any time after January 1 of the second year. Upon such review, either the authorizing district(s) or GaDOE may provide suggestions for additional root causes and/or targeted improvements.

Goal 8 Consequences: A Charter School that did not meet Goal 8, but meets other Goals as described above, will be eligible for only a three-year charter contract renewal and shall produce a root cause analysis and implement a targeted financial improvement plan based on that analysis during its fourth year. The root cause analysis and targeted financial improvement plan shall be available for inspection by GaDOE and the authorizing district(s) any time after January 1 of the fourth year. Upon such review, either the authorizing district(s) or GaDOE may provide suggestions for additional root causes and/or targeted improvements.

4. Governance Performance Consequences

Goal 9 Consequences: A Charter School that did not meet Goal 9 in its first year shall produce a root cause analysis and implement a targeted governance improvement plan based on that analysis during its second year. The root cause analysis and targeted governance improvement plan shall be available for inspection by GaDOE and the authorizing district(s) any time after January 1 of its second year. Upon such review, either the authorizing district(s) or GaDOE may provide suggestions for additional root causes and/or targeted improvements.

Goal 10 Consequences: A Charter School that did not meet Goal 10 in its second or third year shall produce a root cause analysis and implement a targeted governance improvement plan based on that analysis during the year following its failure to meet Goal 10. The root cause analysis and targeted governance improvement plan shall be available for inspection by GaDOE and the authorizing district(s) any time after January 1 of the year it is implemented. Upon such review, either the authorizing district(s) or

CHARTER FOR 7 PILLARS CAREER ACADEMY

GaDOE may provide suggestions for additional root causes and/or targeted improvements.

Goal 11 Consequences: A Charter School that did not meet Goal 11 in its fourth year, but meets other Goals as described above, will be eligible for only a three-year charter contract renewal and shall produce a root cause analysis and implement a targeted governance improvement plan based on that analysis during the year following its failure to meet Goal 11. The root cause analysis and targeted governance improvement plan will be available for inspection by GaDOE and the authorizing district(s) any time after January 1 of the year following its failure to meet Goal 11. Upon such review, either the authorizing district(s) or GaDOE may provide suggestions for additional root causes and/or targeted improvements.

Goal 12 Consequences: A Charter School that did not meet Goal 12 by the end of its fourth year shall produce a root cause analysis and implement a plan based on that analysis during its fifth year. The root cause analysis and related plan shall be available for inspection by GaDOE and the authorizing district(s) any time after January 1 of the fifth year. Upon such review, either the authorizing district(s) or GaDOE may provide suggestions for additional root causes and/or targeted improvements.

5. Legal Compliance Consequences

Goal 13 Consequences: A Charter School that fails to implement any legal requirement included in the initial charter contract in all material respects may be placed on probation by GaDOE and/or its authorizing district(s). If it is placed on probation for such a violation, the Charter School shall produce and submit to GaDOE and its authorizing district(s) within 30 days a root cause analysis and a remedial plan based on that analysis. If the legal requirement is not implemented by the Charter School within 90 days of the Charter School being placed on probation or within the remainder of the school year if the Charter is placed on probation within the last 90 days of the school year, the Charter School agrees that its charter contract will be automatically terminated at the end of school year in which that 90-day period began.

Goal 14 Consequences: A Charter School that is placed on probation by GaDOE and its authorizing district(s) more than two times in a single school year (from July 1 to June 30) agrees that its charter contract will be automatically terminated at the end of school year in which it was placed on probation two times.

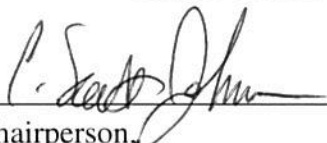
Goal 15 Consequences: A Charter School that is placed on probation by GaDOE and its authorizing district(s) more than three times during the term of its initial contract agrees that its charter contract will be automatically terminated at the end of school year in which it was placed on probation for the third time.

6. Charter Contract Renewal Consequences

CHARTER FOR 7 PILLARS CAREER ACADEMY

The Charter School also agrees to the following:

- If the Charter School meets Goal 3, Goal 5, Goal 8, Goal 11, Goal 12, Goal 13, Goal 14, and Goal 15 of this initial contract, it will receive a five-year charter contract renewal.
 - If the Charter School fails to meet either Goal 3, Goal 5, Goal 8, Goal 11, or Goal 12 of this initial contract, but meets the remaining four of these five Goals, it will receive a three-year charter contract renewal during which one of the following will occur:
 - The Charter School will meet the Goals included in the three-year charter contract required to earn a subsequent five-year charter contract, and a new five-year charter contract will be granted.
- OR**
- The Charter School will fail to meet the Goals included in the three-year charter contract required to earn a subsequent five-year charter contract, and the Charter School will be closed upon the expiration of the three-year charter contract.
 - In making its decision regarding charter contract renewal, the State Board of Education may examine dynamic external events that are not within control of the Charter School.



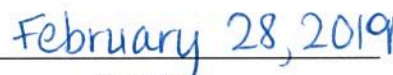
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(Date)



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(Date)

CHARTER FOR 7 PILLARS CAREER ACADEMY

Appendix B – Locally-Approved Charter School Partner Roles & Responsibilities Chart

Locally-Approved Charter School Partners Roles and Responsibilities Chart						
Personnel Decisions	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Select, retain, transfer, promote, demote, and/or terminate the principal or school leader	✓					
Evaluate the principal or school leader (LKES)	✓					
Select, retain, transfer, promote, demote, and/or terminate faculty and all other staff		✓				
Evaluate the teachers (TKES) and all other staff		✓				
Determine whether teacher certification will be required	✓	✓				
Plan professional development for staff		✓				
Financial Decisions and Resource Allocation	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Determine number and type of personnel positions budgeted, including qualifications, roles, and job descriptions	✓	✓				
Establish compensation model including salary ranges, bonus or performance-based increases, supplements, and personal and professional leave, health, dental, disability, and other benefit plans offered (other than TRS, which is mandated) for all employees	✓	✓				
Set budget priorities with funds received that are aligned with school improvement plan, including personnel, curriculum, supply, equipment, maintenance, operations, and all other costs	✓	✓				
Ensure school receives all per-pupil and other funding to which it is entitled by agreement with the local district	✓	✓	✓			
Raise additional funds through fundraising efforts	✓	✓				
Exercise discretion over expenditure for all state and local funds and, as permissible, federal funds	✓	✓				
Final school budget approval	✓					
Establish financial policies and standard operating procedures	✓					
Maintain a reserve fund	✓					
Determine facility uses	✓	✓				
Ensure sound fiscal management and monitor budget implementation	✓	✓				

CHARTER FOR 7 PILLARS CAREER ACADEMY

Curriculum and Instruction	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post- Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Recommend/Adopt instructional delivery model	✓	✓				
Recommend/Adopt curriculum, including any changes in curriculum as needed to improve student achievement	✓	✓				
Recommend/Adopt courses and programs to offer	✓	✓				
Recommend/Adopt textbooks, technology, and instructional materials	✓	✓				
Recommend/Establish additional graduation requirements	✓	✓				
Recommend/Adopt course and credit requirements, including technology and physical education skill requirements	✓	✓				
Recommend/Adopt seat time requirements	✓	✓				
Recommend/Adopt opportunities for student acceleration/remediation	✓	✓				
Create or modify Career Pathway curricula	✓	✓				
Choose dual enrollment options	✓	✓				
Choose credit recovery options	✓	✓				
Utilize online learning platforms (e.g., Georgia Virtual School)		✓				
Establish additional mastery level requirements for performance	✓	✓				
Select additional formative and/or summative assessments to determine student levels of mastery and growth	✓	✓				
Curriculum and Instruction (continued)	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post- Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Establish delivery model, scheduling, staffing, and supplemental services for English Learner (EL), special education (SPED), gifted, and remedial programs	✓	✓				
Establish curriculum maps, pacing charts, and methods for monitoring the curriculum		✓				
Establish lesson plan requirements for teachers		✓				
Establish placement and promotion criteria	✓	✓				
Set grading and reporting policies, plans, process, schedules, and formats	✓	✓				

CHARTER FOR 7 PILLARS CAREER ACADEMY

Establishing and Monitoring the Achievement of School Improvement Goals	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Complete self-assessment based on Georgia School Performance Standards		✓				
Develop actions, strategies, and interventions with faculty and staff (i.e., school improvement plan)		✓				
Set a timeline for implementing school improvement timeline	✓	✓				
Set a budget for implementing school improvement timeline	✓	✓				
Recommend/Approve school improvement plan and provide oversight of its implementation	✓	✓				
Hold principal or school leader accountable for school improvement plan implementation and timeline	✓					
Hold faculty and staff accountable for school improvement plan implementation and timeline		✓				
Evaluate success of school improvement plan and recommend/make revisions as needed	✓	✓				
Regularly communicate student and school performance data to all stakeholders		✓				
School Operations	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post-Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Provide input into school operations that are consistent with school improvement and charter goals, including establishing human resources policies, procedures, and handbooks	✓	✓				
Establish work schedules of faculty and staff (e.g., hours per day, days per year, calendars)		✓				
Establish experience, training, and other matters related to substitute teachers		✓				
Recommend/Set school daily, weekly, and annual school calendar and class schedules, including length of school year, holidays, early release days, etc.	✓	✓				
Recommend/Approve professional development vendors and resources	✓	✓				
Manage day-to-day human resources		✓				
HR processing, including employment contracts and benefits administration		✓				
Recommend/Select co-curricular and extracurricular activities	✓	✓				
Establish after-school and Saturday programs as needed	✓	✓				
Set enrichment and/or advisory periods as needed		✓				
Establish field trips, including locations and date		✓				
Set class size and student-teacher ratios	✓	✓				
Set staff-to-student ratios for non-class times (e.g., lunch, recess, specials,		✓				

CHARTER FOR 7 PILLARS CAREER ACADEMY

School Operations	Charter School Nonprofit Governing Board	Charter School Management	Local School District*	Post- Secondary Education Partner(s) (if applicable)	Business Partner(s) (if applicable)	Community Partner(s) (if applicable)
Provide input into school operations that are consistent with school improvement and charter goals, including establishing human resources policies, procedures, and handbooks	✓	✓				
Establish work schedules of faculty and staff (e.g., hours per day, days per year, calendars)		✓				
Establish experience, training, and other matters related to substitute teachers		✓				
Recommend/Set school daily, weekly, and annual school calendar and class schedules, including length of school year, holidays, early release days, etc.	✓	✓				
Recommend/Approve professional development vendors and resources	✓	✓				
Manage day-to-day human resources		✓				
HR processing, including employment contracts and benefits administration		✓				
Recommend/Select co-curricular and extracurricular activities	✓	✓				
Establish after-school and Saturday programs as needed	✓	✓				
Set enrichment and/or advisory periods as needed		✓				
Establish field trips, including locations and date		✓				
Set class size and student-teacher ratios	✓	✓				
Set staff-to-student ratios for non-class times (e.g., lunch, recess, specials, transitions)	✓	✓				
Establish school partnerships for school growth	✓	✓				
Develop communications strategies, including stakeholder surveys, parent involvement, volunteer support	✓	✓				
Select/Approve vendors aligned with school needs	✓	✓				
Manage transportation decisions, including authority to contract for transportation service	✓	✓				
Select information systems (e.g., Student Information System, financial information systems)	✓	✓				
Manage the facility or facilities that are owned and operated by the school system for use by the charter school	✓	✓				
Approve/manage the food service agreement with a vendor or the school system	✓	✓				
Establish school size	✓	✓				
Establish school grade span different from typical primary, elementary, middle, and high public school models (e.g., 4-8, K-8, K-12)	✓	✓				
Establish attendance policies	✓	✓				
Establish student code of conduct and behavior policies, plans, processes, and formats	✓	✓				
Adopt and implement a marketing plan that is inclusive in its recruitment and retention of all students	✓	✓				
Ensure access to support to address the physical, social, financial, and emotional						

CHARTER FOR 7 PILLARS CAREER ACADEMY

Appendix C – Pre-Opening Checklist

Category	Task	Notes Petitioner notes will be in Red	Responsible Person(s)	Timeline/Deadline	Completed
Facilities	Finalize facility location	Location finalized at 4234 Hendrix Dr. Forest Park, GA 30297			☐ Yes ☐ No
	Finalize your lease (if applicable)	Sample Lease and MOA included as Exhibit A			☐ Yes ☐ No
	Obtain site approval and architectural review*	Existing Site, awaiting City of Forest Park CO for school		N/A	☐ Yes ☐ No
	Obtain a Certificate of Occupancy*	Application submitted to Forest Park to receive school level CO.		Scheduled for Dec. completed	☐ Yes ☐ No
	Obtain evidence of all necessary inspections*	State Department of Health, County Health Department, State Fire Marshall, local fire department, city building inspector, etc. Fire Marshall provided code violations, items on list have been complete awaiting re-inspection.		Scheduled for Dec. completed by June	☐ Yes ☐ No
	Obtain a School Code once the facility is approved*	Contact the Facilities Services Division of GaDOE Upon charter receipt.		By June	☐ Yes ☐ No
	Prepare a Safety and Emergency plan*	Emergency preparedness Plan completed in accordance with O.C.G.A. § 20-2- 1185 certain items cannot be complete until onboarding. Exhibit B	Christina Guillen with the Aid of Daniel Pitchford (DHS Emergency Preparedness Specialist)	Nov. 13 Final updates July. 2019	☐ Yes ☐ No
	Evidence of insurance as stipulated in the charter agreement*	Certificates of Insurance for all required insurance coverage Upon charter receipt.		By end of July 2019	☐ Yes ☐ No
	Create a plan and procedures to control access to the building	Attached as Exhibit C	Christina Guillen	By Nov 13	☐ Yes ☐ No
	Ensure adequate signage; ensure that the building is numbered for emergency response	Building is numbered signage will be erected upon receipt of charter.		By first day of school	☐ Yes ☐ No
	Provide office furniture, supplies, and technology to support school administration			By first day of school	☐ Yes ☐ No

Category	Task	Notes	Responsible Person(s)	Timeline/Deadline	Completed
School Personnel	Contact the Department of Community Health to establish health insurance availability*	to participate in the State Health Benefit Plan ("SHBP") upon initial approval of their charter in order for their teachers and other personnel to participate in SHBP. See O.C.G.A. § 20-2-880(4) and O.C.G.A. § 20-2-910(3).	Christina Guillen	By January 2019	Yes No
	Hire a qualified school leader	Christina Guillen- Principal	7 Pillars governing board	Contract issued upon charter	Yes No
	Ensure the school leader receives access to the MyGaDOE data portal and can provide necessary data provisioning rights to school			April 2019	Yes No
	Finalize teacher contracts and salary schedules		School Leaders and Governing Board	May to July 2019	Yes No
	Create a personnel policy manual	Currently under review by Dana M. Stith-Gray of Garner Stith Gray, LLC www.GarnerStithGray.com	Created by 7PMCA Reviewed by: Dana M. Stith-Gray, Esq	By Jan. 1	Yes No
	Contact the Teachers Retirement System of Georgia to establish necessary accounts	Can only enroll upon receipt of approved charter.	Christina Guillen	By June 2019	Yes No
	Identify individuals that will serve key roles (i.e. Testing Coordinator, Title I Director, Special Education Director,	Will begin onboarding of key roles upon receipt of approved charter.	School Leaders and Governing Board	By July 2019	Yes No
	Recruit and hire adequate number of teachers and support personnel to match assignments and staffing plan	Will begin onboarding of teachers and support personnel upon receipt of approved charter.	School Leaders and Governing Board	By July 2019	Yes No
	Ensure that personnel records are adequately safeguarded	Currently have locked file cabinets in locked office.	School office staff and school administrator	By July 2019	Yes No
	Ensure at least two board members are credentialed in the Leader Keys Evaluation System (LKES)*	Will enroll upon receipt of approved charter.	Hilary Carruthers- Chair Jazmin Briggs- Member Christina Guillen- Principal	By July 2019	Yes No

	Ensure that the school leader and another school administrator are credentialed	2 nd school administrator will be hired after charter approval			Yes No
	Ensure all staff is appropriately trained	Provide internal professional development. Work with MetroRESA to ensure all staff receive required professional development. Exhibit E Metro Resa calendar. We believe in continual development Christina Guillen and Sharon Daniel are currently on full scholarship over \$1,500 each in services to participate in Teach X a 3 day workshop held on Sat. from 9-3 in collaboration with re-design. A video link of the training is below. https://youtu.be/4hsUI9I778g	MetroRESA, CCPS, 7 Pillars, Teach X	Before July 31 2019	Yes No
School Personnel Cont.		Exhibit F example of Christina Guillen teaching state legislators about the Quality Basic Education formula.			
	Ensure that all personnel have criminal background checks and fingerprinting. This information must be secured and ready for inspection by state officials.	We currently complete background checks with COGENT attached as Exhibit G is the employee consent and rights regarding background checks.	7 pillars board and administrator	Within two weeks of executed contract	Yes No

Category	Tasks	Notes	Responsible Person(s)	Timeline/Deadline	Completed
Students & Parents	Adopt a policy for enrollment lotteries in preparation for student enrollment exceeding capacity	If any enrollment is significantly below projections, the charter school must revise its budget accordingly			Yes No
	Market your opening to students and parents to ensure adequate student enrollment	Have site ready to launch as soon as charter received. May be viewed now at		Nov. 13	Yes No

	Establish intake process to identify students with special needs	Exhibit H is 7PMCA intake process	Chrstina Guillen	Nov.13	☐ Yes ☐ No
	Develop a plan to involve parents and the community in key aspects of the school	As stated in petition PTCO, Making the Connection Parenting Workshops, Parent Liason.	7PMCA governing board, staff, students, and community, and administration	Nov. 13	☐ Yes ☐ No
	Provide parents and students the school handbook	Starter document included in petition, will include input of staff for final product.	7PMCA governing board, staff, students and administration	July 2019	☐ Yes ☐ No
	Ensure provisions have been made for required health services and screenings, including immunization records	Partner with Clayton County Board of Health to assist students in acquiring needed health services.	7PMCA staff, parents, and CCBOH	Before the first day of school	☐ Yes ☐ No

Category	Task	Notes	Responsible Person	Timeline/Deadline	Completed
Education & Instruction	Establish a Student Handbook and related policies	Currently under review by Dana M. Stith-Gray of Garner Stith Gray, LLC	Created by 7PMCA Reviewed by: Dana M. Stith-Gray, Esq	By Jan. 1	☐ Yes ☐ No
	Establish and implement student data and record policies to promote student confidentiality	Visiting successful charters in Nov and Dec. to learn best practices in this area	Administration Staff	No later than March	☐ Yes ☐ No
	Adopt a school calendar	7PMCA will follow CCPS's school calendar Exhibit I			☐ Yes ☐ No
	Choose a Student Information System*	Contact GaDOE to ensure the SIS you choose is compatible with the State Longitudinal Data System (SLDS)	Christina Guillen	No later than March	☐ Yes ☐ No
	Draft and Adopt Student Learning Objectives(SLO) to implement TKES/LKES	A charter school must select a SLO contact for the school who will need to be trained immediately upon hiring (Usually an Administrator)	Christina Guillen	As soon as Charter approval is received	☐ Yes ☐ No

	Finalize curriculum	Curriculums for core subjects have been selected and aligned with state standards.	Instructional Leaders, administrators	Feb 2019	Yes No
	Choose appropriate norm-referenced and/or benchmark assessments	As noted in petition MAPS, benchmark assessments, unit tests, and their capstone Hero Project will provide continual evaluation. <i>Ensure the school is well-stocked with classroom supplies and materials</i>	Instructional Leaders, administrators, and county testing officials.	July 2019	Yes No
	Choose and purchase textbooks and instructional materials			By first day of school	Yes No
Category	Task	Notes	Responsible Person(s)	Timeline/Deadline	Completed
Operations & Fiscal Management	Establish an official school email system*	<i>This is required to correspond with the GaDOE</i>		Immediately after approval	Yes No
	Become familiar with guidance, including reporting timelines		Governing Board and school leadership	Immediately after approval	Yes No
	Submit a copy of your intended EMO/CMO contract to GaDOE for approval*	<i>Must be submitted prior to the execution of the contract.</i>	We will not be using an EMO/CMO		Yes No
	Determine if and how transportation will be provided	<i>If transportation will be provided, contact GaDOE's Pupil Transportation Division for appropriate processes and approvals</i>	Parents	Parents are responsible for transportation	Yes No

	Determine if and how food service will be provided	Contacted GA DOE's nutrition services. 7PMCA will be a self-prep site under the national school lunch program. Currently has a seperate account just for food program payments.	Christina Guillen (6 years experience with SFSP and CACFP)	☐ Yes ☐ No
	Identify legal counsel	Keesha Warmsby is junior partner at Barker Law firm.	Keesha Warmsby	☐ Yes ☐ No
	Establish internal controls and fiscal policies that ensure board oversight over financial management	Exhibit J internal controls	Created with advisement from the Sonake Firm.	☐ Yes ☐ No
	Finalize a budget based on expected enrollment	Exhibit M budget included will be updated to reflect grant acquisition	7 Pillars Governing Board and Administration	☐ Yes ☐ No
	Finalize any potential grant program application(s)*	Upon approval of Charter will apply for DOE funds, currently applying for and acquiring grants the non-profit can use to support the charter. We have secured a grant that will help to provide afterschool services for 7 Pillars. Exhibit K DHS Afterschool Contract	We have	☐ Yes ☐ No
Category	Task	Notes	Timeline/Deadline	Completed
Governance	Participate in initial governance training with a SBOE-approved charter school board governance training provider	Required pursuant to O.C.G.A. § 20-2-2072 and SBOE Rule 160-4-9-.06 All board members are scheduled to earn their remaining 12 hrs of training at GA Charter School Board Conference held Dec. 7-8th	7 Pillars Governing Board	☐ Yes ☐ No
	By-laws have been ratified		7 Pillars Governing Board	☐ Yes ☐ No
	Provide current board member listing and contact information *	Board list attached as Exhibit L	Christina Guillen	☐ Yes ☐ No

	Formally approve board policies including grievance and criminal background checks	Board will meet upon charter approval to approve board policies and complete criminal background check.	7 Pillars Governing Board	30 days upon receipt of charter	Yes No
A	Maintain evidence and regular board meetings and minutes	Indicates understanding of key laws and best practices. Post all meeting schedules and agendas to the public			Yes No

*Required action item that necessitates document submission to or formal correspondence with the Georgia Department of Education

**MEMORANDUM OF UNDERSTANDING
BETWEEN
CLAYTON COUNTY PUBLIC SCHOOLS
AND
SEVEN PILLARS CAREER ACADEMY**

This Memorandum of Understanding ("MOU") is executed between the Clayton County Public Schools (hereinafter referred to as "CCPS") and Seven Pillars Career Academy ("The Charter School").

I. PURPOSE & SCOPE

The purpose of this MOU is to clearly identify the roles and responsibilities of each party as they relate to the operation of the Seven Pillars Career Academy to be located in Clayton County. In particular, this MOU is intended to: establish the role of CCPS and the Charter School as they work together to develop an implementation plan for the Charter School. This Agreement is intended to outline the agreement of the Charter School and CCPS governing their respective legal relationships, fiscal and administrative responsibilities, as well as the operation of the Charter School.

II. RECITALS:

- A. The Clayton County Public Schools is a public school district existing under the laws of the State of Georgia. The actual performance of duties outlined in this agreement will be carried out on behalf of CCPS by District staff.
- B. Seven Pillars Career Academy is a public Charter School, existing under the laws of the State of Georgia and under the supervisory oversight of the school district, having been approved by the Clayton County Board of Education.
- C. Written modifications of this Agreement may be made by mutual agreement as set forth below.
- D. Upon the execution of this Agreement by the parties, it, and all authorized amendments, shall be fully incorporated as part of the final charter contract to be executed upon state approval.
- E. The parties recognize and agree that the Charter School is open to all students regardless of race, religion, sex, disability, or ethnic origin and that such provisions of non-discrimination shall apply to enrollment, as well as to employment.

II. GENERAL AGREEMENTS

- 1. Along with the final Charter contract, this Agreement and all authorized amendments will govern the relationship between CCPS and the Charter School.

2. Any modification of this Agreement must be in writing, executed by duly authorized representatives of both CCPS and the Charter School, ratified by the respective boards, and must indicate intent to modify or amend this Agreement.
3. The duly authorized representative of the Charter School is Hilary Carruthers, Board Chair of The Charter School, or her assigned designee.
4. The duly authorized representative of CCPS is the Superintendent, or his/her assigned designee. In order to ensure consistency in communications, all communication regarding any aspect of the operation of the Charter School shall be initiated by the designated representative of the Charter School with the Superintendent of CCPS, unless the Superintendent delegates this function to another employee of CCPS.
5. The terms of this Agreement shall be coterminous with the operation of the Charter, including the current term and any renewal terms. This Agreement shall be effective upon approval of the parties' respective agents and remain in place until June 30, 2019 with annual renewal and revision options.
6. This Agreement shall terminate automatically upon closure of the Charter School for any reason, except as may be specified otherwise herein. "Closure" means that all legally required closure processes are completed, including completion of a final audit as required by law.
7. Failure to meet and comply with the terms of the Agreement shall constitute a material violation of the conditions, standards, or procedures set forth in the Charter.

III. FUNDING RELATIONSHIP

1. The Charter School will be funded in accordance with the State of Georgia rules and regulations. The Charter School will receive base funding and may receive supplemental funding, as regulated by law. Additional supplemental funding may be provided, as appropriate and if eligible. Funds shall be allocated to the Charter School on a prorated basis based on the state-approved formula to generate the funds, to include special education programmatic funds, minus the legally required or agreed upon administration fee (i.e., indirect cost fee) charged by CCPS. CCPS will charge the maximum indirect costs as allowed under law or as specified by the specific funding source.
2. All funds will be distributed to the Charter School within 30 days of receipt by CCPS, barring any unforeseen circumstances outside of CCPS control.
3. The Charter School will be responsible for providing the Georgia Department of Education ("GaDOE") with all data required for funding with the exception of any data requests made by GaDOE directly to CCPS.

4. Grants written by and obtained by the Charter School will come directly to the Charter School and not go through CCPS or be subtracted from the resources CCPS would otherwise have allocated to the Charter School.
5. The Charter School agrees to comply with all applicable laws and regulations related to receipt and expenditures of such funds.
6. The Charter School agrees that all loans or other financial commitments by the Charter School shall be the sole responsibility of the Charter School and CCPS shall have no obligation for repayment. The Charter School shall provide District with not less than 30-days' notice of its intent to incur debt of any kind, including debt incurred by the Charter School on behalf of, or for the benefit of the Charter School.
7. The Charter School agrees that all revenue obtained by the Charter School shall only be used to provide educational services and support consistent with its Charter, and shall not be used for purposes other than those consistent with the approved Charter, this Agreement or any authorized amendments. All expenditures shall be in accordance with applicable law.

IV. LEGAL RELATIONSHIP

1. The parties recognize that the Charter School is a separate legal entity that operates under the supervisory oversight of CCPS. As such, CCPS shall not be liable for the debts or obligations of the Charter School. The Charter School shall 1) maintain its status in good standing with the Internal Revenue Service, and the State of Georgia, 2) operate in compliance with its bylaws and the Charter, and 3) further ensure that the Charter School operates in compliance with all applicable laws. Any failure to do so will be deemed a material violation of the Charter.
2. The Charter School's governing board and executive director shall be wholly and independently responsible for the Charter School's operations and shall manage its operations efficiently and economically within the constraints of the Charter School's Charter and its annual budget. CCPS shall not be liable for the debts or obligations of the Charter School for claims arising from the debts or obligations of the Charter School or for claims arising from the performance of acts, errors, or omissions by the Charter School.
3. The Charter School agrees to indemnify CCPS against any such claims as set forth in the Charter and this section, except those claims resulting from the grossly negligent, reckless or intentional acts or failures to act by CCPS and/or CCPS personnel.
4. The Charter School shall not enter into a material contract or agreement to be managed or operated by any other non-profit benefit corporation (or any other corporation or entity) without the express written prior approval of CCPS.
5. The Charter School shall not have the authority to enter into a contract that would bind CCPS, nor to extend the credit of CCPS to any third person or party. The Charter School shall clearly indicate in writing to vendors and other entities and individuals outside CCPS with which or with

whom the Charter School enters into an agreement or contract that the obligations of the Charter School under such agreement or contract are solely the responsibility of the Charter School and are not the responsibility of CCPS.

6. The Charter School shall also comply with all applicable federal and state laws concerning the maintenance and disclosure of student records, including, without limitation, the Family Education Rights and Privacy Act of 1974 (20 U.S.C.A. §1232g), all applicable state and federal laws and regulations concerning the improvement of student achievement, and agrees to take appropriate remedial action if notified by CCPS, State of Georgia, and/or Office of Civil Rights or other federal or state administrative agency charged with enforcement of these laws, of a violation of any of the foregoing.

V. OVERSIGHT RELATIONSHIP

1. Oversight Obligations: CCPS oversight obligations include, but are not limited to, the following:

- a. Review and revision of this Agreement and any subsequent agreements to clarify and interpret the Charter and amendments to the Charter and the relationship between the Charter School and CCPS.

- b. Monitoring performance and compliance with the Charter and with applicable laws

- c. Data required to be submitted pursuant to this section shall be submitted in electronic form if requested by CCPS.

- d. The Charter School shall comply with Generally Accepted Accounting Principles (GAAP) applicable to public school finance and fiscal management. The Charter School shall maintain a minimum reserve for economic uncertainties (designated fund balance) in an amount to be determined and agreed upon at the execution of the charter contract.

- e. For purposes of fiscal oversight and monitoring by CCPS, CCPS, may upon written request, require the Charter School to provide the following information and documentation related to its operations. The Charter School shall provide all information and documentation in the form and at the times reasonably specified by CCPS, if requested:

- (1) Student Data

- (2) Personnel Data/Credential Data

- (3) Budget/Financial Data (including official audit reports)

- (4) Governance Data/Meeting Information

- (5) Personnel Policies

- (6) Risk Management Data
- (7) Programmatic/Performance Audit
- (8) Instructional Materials
- (9) Other

2. Oversight fees for administrative services: The Charter School has the obligation to provide all administrative services necessary to operate the Charter School. Administrative Services: Charter School has the obligation to provide all administrative services necessary to operate Charter School. Charter School may provide these services directly or may contract with a third party to provide services, including the District. If Charter School purchases services from a third-party other than the District, it shall ensure that the District is able to access all information regarding Charter School maintained by the third-party service provider. Should Charter School desire to purchase administrative or business services from the District, Charter School shall request administrative services in writing. If the Charter School requests administrative services from the District in writing, the parties shall execute an administrative services contract delineating their agreement. Any such contract is incorporated by reference herein and shall govern the parties' entire relationship with respect to the District's provision of administrative services.

VI. INSURANCE

1. The Charter School will obtain its own insurance coverage for the operations of the Charter School and shall supply CCPS proof of insurance based upon the types and amounts recommended by CCPS. This will be determined by the standard coverage for a school of similar size and location, which may change annually based on other factors, size and location of the Charter School. It is understood that the Charter School is a separate school district from CCPS and the Charter School is afforded no coverage under any District policy.
2. The Charter School is to procure and maintain, from the work start date of first employee until the end of this Agreement, Workers' Compensation insurance against claims for injuries to the Charter School's employees in accordance with such insurance as required by the State of Georgia Department of Labor regulations. In addition, the Charter School will be responsible for maintaining unemployment insurance and adhering to state reporting regulations.
3. CCPS is not responsible for real or personal property losses suffered by the Charter School, its elected or appointed officials, employees, agents, volunteers or students. The Charter School shall be solely responsible for obtaining adequate property insurance for the Charter School's personal property, building improvements and any real property/buildings owned by the Charter School.

VII. Educational Program

1. Subject to District oversight and compliance with its Charter and applicable state and federal law, including, without limitation, Every Student Succeeds Act (ESSA), Individuals with Disabilities Education Act of 1990 (IDEA), state law on the education of students with disabilities, and Section 504, the Charter School is autonomous for the purposes of, among other things, deciding the Charter School's educational program with the understanding that the educational program shall comply with the Charter. Once the needs of special education students enrolled in the Charter School have been identified, a separate agreement relative to the roles and responsibilities for special education services will be developed.
2. The Charter School's calendar shall be submitted annually in the spring preceding the school year to CCPS for review and verification of compliance with instructional day and minutes requirements. Any updates to the calendar shall be provided to CCPS within 30 days of any changes.
3. Students attending the Charter School may be allowed to participate, as reasonably appropriate, in CCPS special program academic offerings (i.e., Academic Bowls, Spelling Bees, etc.). Any arrangements under this Agreement will be made through the CCPS contact staff accordingly.
4. It is understood that the Charter School shall meet or pursue the adequate applicable accountability provisions under state and federal law.

VIII. GENERAL OPERATIONAL PROVISIONS

1. All staff working at the Charter School are employees of the Charter School. The Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. Nothing in this section shall restrict the Charter School's ability to hire temporary employees or independent contractors, as necessary. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements. Employees of the Charter School will be allowed to attend specified professional development courses and sessions as offered by CCPS, where identified.
2. Absent a separate written agreement to the contrary, the Charter School will be responsible for providing its own food services. The Charter School shall fully comply with all state and federal laws governing free and reduced-price lunch/meals.
3. CCPS will provide limited transportation services to students of the Charter School at a reduced cost, to be identified in a later separate, written agreement.
4. If the Charter School is utilizing District facilities, the Charter School understands and acknowledges that a separate facility use agreement is required. If the parties have a facility use agreement in place, that shall govern over this paragraph.
5. CCPS will provide appropriate access to its student information system to the Charter School for instructional planning and operation purposes, as deemed reasonably necessary by all parties. Any employee or agent of the Charter School provided such access agrees to sign a

confidentiality agreement with the understanding that CCPS will not indemnify them for any violations or breach of student data.

IX. RENEWAL

The parties recognize that the Charter School will be required to meet the requirements of law as a condition for renewal. If the Charter School intends to apply for a renewal of its charter, it must submit its petition to both the Clayton County Board of Education and the State Board of Education no later than six (6) months in advance of the end of its current term. The petition must satisfy all legal criteria and evidence that the Charter has operated in full compliance with the law, the Charter and any MOU's or contracts in order to be renewed.

This Agreement represents the initial partnership agreement between the Charter School and CCPS, and shall only be modified in writing by the mutual agreement of the parties whose signatures below indicate agreement.

For Clayton County Public Schools by:

Dr. Morcease J. Beasley

(Printed Name)

Superintendent/CEO

(Position)

(Signature)

3-11-19

(Date)

For Seven Pillars Career Academy by:

Hilary R. Carruthers

(Printed Name)

Board Chair

(Position)

(Signature)

Hilary R. Carruthers

February 28, 2019

(Date)

**ADDENDUM TO
MEMORANDUM OF UNDERSTANDING
BETWEEN
CLAYTON COUNTY PUBLIC SCHOOLS
AND
SEVEN PILLARS CAREER ACADEMY**

WITNESSETH:

BE IT KNOWN, that for good and sufficient consideration, the parties make the following additions or changes to the Memorandum of Understanding (MOU) entered into on the 12th of April, 2019 by and between the Clayton County Public Schools, hereinafter referred to as "CCPS," and Seven Pillars Career Academy, hereinafter referred to as the "Charter School."

WHEREAS, the parties wish to amend certain terms identified in sections V, VII, and VIII of the MOU outlining party roles and ensure that certain terms not otherwise defined are now clarified.

NOW THEREFORE, the parties do hereby agree that this addendum shall become a part of the above-referenced MOU and be valid as if part of the original MOU. The below revised terms shall become effective on the last signature date below.

I. EFFECTIVE DATE

This Agreement shall become effective upon signing by all parties, remain in effect for a one-year time period and automatically renew for additional one-year terms subject to O.C.G.A. § 20-2-506 (b), except as otherwise herein provided and subject to the re-evaluation/renewal/termination provisions set forth in the original MOU.

V. OVERSIGHT RELATIONSHIP

2. **Administrative Services:** The Charter School has the obligation to provide all administrative services necessary to operate the Charter School. Both parties agree that CCPS has the legal right to charge the maximum indirect costs as allowed under law or as specified by the specific funding source. CCPS has determined that it will charge the Charter School a 1% administrative services fee. Charter School may provide these services directly or may contract with a third party to provide services, including the District. If Charter School purchases services from a third-party other than the District it shall ensure that the District is able to access all information regarding Charter School maintained by the third-party service provider. Should Charter School

desire to purchase administrative or business services from the District, Charter School shall request administrative services in writing. If the Charter School requests administrative services from the District in writing, the parties shall execute an administrative services contract delineating their agreement. Any such contract is incorporated by reference herein and shall govern the parties' entire relationship with respect to the District's provision of administrative services.

VII. EDUCATIONAL PROGRAM

1. Subject to District oversight and compliance with its Charter and applicable state and federal law, including, without limitation, NCLB, IDEA, state law on the education of students with disabilities, and Section 504, the Charter School is autonomous for the purposes of, among other things, deciding the Charter School's educational program with the understanding that the educational program shall comply with the Charter.
2. Once the needs of the students with disabilities enrolled in the Charter School have been identified, CCPS will provide supplementary and related services on site to those students in the same manner as it serves all other students with disabilities in its other local schools.
3. The Charter School's calendar shall be submitted annually in the spring preceding the school year to CCPS for review and verification of compliance with instructional day and minutes requirements. Any updates to the calendar shall be provided to CCPS within 30 days of any changes.
4. Students attending the Charter School may be allowed to participate, as reasonably appropriate, in special program academic options (i.e., Academic Bowls, Spelling Bees, etc.) considered county-wide or state-wide offerings. However, the Charter School must cover the amount equal to the same cost it would take for the District to provide the opportunity to students enrolled in CCPS to participate in the competition or event. Any arrangements under this Agreement will be made through the CCPS contact staff accordingly.
5. CCPS may provide assistance or services in support of Gifted and English Language Learner students, to include training on assessments and curriculum delivery, at a reasonable cost to be determined by CCPS.
6. CCPS may provide use of curriculum materials, to include textbook and accompanying items, at a reasonable cost to be determined by CCPS.
7. It is understood that the Charter School shall meet or pursue the adequate applicable accountability provisions under state and federal law.

VIII. GENERAL OPERATIONAL PROVISIONS

- All staff working at the Charter School are employees of the Charter School. The Charter School shall have sole responsibility for employment, management, salary, benefits, dismissal and discipline of its employees. Nothing in this section shall restrict the Charter School's ability to hire temporary employees or independent contractors, as necessary. The Charter School shall be responsible for ensuring compliance with all applicable fingerprinting and criminal background investigation requirements.
- Employees of the Charter School will be allowed to attend specified professional development courses and sessions as offered by CCPS, where identified, at a reasonable cost per participant equal to the same cost it would take for the District to provide the opportunity to teachers of CCPS to participate in the session. Any specific instances of requests for additional or supplemental training will be provided at an additional cost to be determined by CCPS. Any arrangements under this Agreement will be made through the CCPS contact staff accordingly.
- Absent a written agreement to the contrary, the Charter School will be responsible for providing its own food services. The Charter School shall fully comply with all state and federal laws governing free and reduced-price lunch/meals.
- CCPS will provide limited transportation services to students of the Charter School at a reduced cost, to be identified in a later separate, written agreement.
- The Charter School will be provided access to District vendor information in the event they would like to make contact to negotiate services under a separate organizational contract. Additionally, CCPS may provide RFP data to assist the Charter School in obtaining services needed for efficient operation.
- CCPS will provide limited technology services to students of the Charter School at a reduced cost based upon a per student fee based upon the Charter School's FTE count, to be determined at a later time. This cost will cover a combination of access to Infinite Campus, Smart Choice, and application support services. Any specific instances of requests for additional or supplemental access to applications, platforms or software services will be provided at an additional cost to be determined by CCPS. Any employee or agent of the Charter School provided such access to systems agrees to sign a confidentiality agreement with the understanding that CCPS will not indemnify them for any violations of breach of student data. Any arrangements under this Agreement will be made through the CCPS contact staff accordingly.
- If the Charter School is utilizing District facilities, the Charter School understands and acknowledges that a separate facility use agreement is required, that shall govern over this paragraph.

- For lease of building to serve as school site location - The Facilities Use Agreement will be a year-to-year arrangement. All minor maintenance and general upkeep of the facility shall be the responsibility of the Charter School.
- For use of building to serve as an event location (i.e., Performing Arts Center, Professional Learning Center) – The cost will be based upon the non-profit rate or an amount to be approved by the administration.

INCORPORATION

No other terms or conditions of the Agreement are negated, altered or revised as a result of this addendum. All other terms and provisions of the original Agreement shall remain in full force and effect.

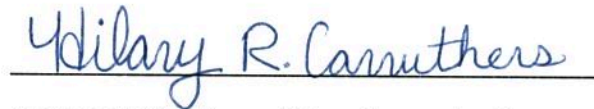
IN WITNESS THEREOF, the parties hereto agree to execute this addendum effective as of the date first written above.



Superintendent, Clayton County Public Schools

5-7-19

Date



Representative, Seven Pillars Career Academy

May 1, 2019

Date

**Georgia Charter Schools Program Planning and Implementation Grant
Application Cover Page
for**

Locally-Approved Charter Schools

School 7 Pillars Career Academy System Clayton County Public Schools
School Address 4234 Hendrix Dr., Forest Park, Ga. 30297
School Contact Person Christina Guillen
Telephone Number of School Contact 404-388-2561
E-Mail of School Contact christinaguillen3@gmail.com
E-Mail of Additional School Contact hrcarruthers@gmail.com
Grade levels in the school 6th - 10th Number of students projected when fully enrolled 360
Number of students projected in first year of operation 120
Date Approved January 19, 2019 Dated opened or intended to open August 5, 2019
Proposed Location 4234 Hendrix Dr., Forest Park, Ga. 30297
Attendance Zone Clayton County

ONLY If your local board's grant approval policy requires board action, please complete the section below.

If board action is not required, please note below and only the Superintendent's signature is required.

The signatures below affirm that submission of this application has been approved through official action of the

7 Pillars Career Academy Board of Education at its May 15, 2019 (Date) board meeting.

Hilary R. Carruthers
Charter School Board Chair Signature

5-15-2019
Date

[Signature]
School System Superintendent

5-15-19
Date

Federal Charter School Program Requirements

In order to be eligible for federal charter school grant funds, a charter school must meet the federal definition of a charter school. All applicants must have their *authorizer* certify that the applicant meets all parts of the federal definition.

NCLB, Title V, Part B, Subpart 1, Sec. 5210. Definition Criteria	Complies	Does Not Comply
1. In accordance with a specific State Statute authorizing the granting of charters to schools, is exempt from significant state or local rules that inhibit the flexible operation and management of public schools, but not from any rules relating to the other requirements of this paragraph [the paragraph that set forth the Federal definition]	☒	☐
2. Is created by a developer as a public school, or is adapted by a developer from an existing public school, and is operated under public supervision and direction.	☒	☐
3. Operates in pursuit of a specific set of educational objectives determined by the school's developer and agreed to by the authorized public charter agency.	☒	☐
4. Provides a program of elementary or secondary education or both.	☒	☐
5. Is nonsectarian in its programs, admissions policies, employment practices, and all other operations, and is not affiliated with a sectarian school or religious institution.	☒	☐
6. Does not charge tuition.	☒	☐
7. Complies with the Age Discrimination Act of 1975, Title VI of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, and Part B of the Individuals with Disabilities Education Act.	☒	☐
8. Is a school to which parents choose to send their children, and that admits students on the basis of a lottery, if more students apply for admission than can be accommodated.	☒	☐
9. Agrees to comply with the same Federal and State audit requirements as do other elementary schools and secondary schools in the State, unless such requirements are specifically waived by state statutes or rules.	☒	☐
10. Meets all applicable federal, state, and local health and safety requirements.	☒	☐
11. Operates in accordance with State law.	☒	☐
12. Has a written performance contract with the authorized public chartering agency in the State that includes a description of how student performance will be measured in charter schools pursuant to state assessments that are required of other schools and pursuant to any other assessments mutually agreeable to the authorized public chartering agency and the charter school.	☒	☐

The signatures below affirm that the applicant meets all 12 parts of the federal definition of a charter school.

Hilary R. Caruthers
Charter School Board Chair

5-15-2019
Date

[Signature]
Authorizer

5-15-19
Date