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STATE BOARD OF EDUCATION MEETING
August 24-25, 2022

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**MINUTES OF THE
STATE BOARD OF EDUCATION MEETING**

Atlanta, Georgia
Jason Downey, Chairman

August 24-25, 2022
Richard Woods, Superintendent

CALL TO ORDER

The State Board of Education convened on Wednesday, August 24, 2022 at 11 a.m.

ATTENDEES

State Board of Education:

In-person:

Mr. Frank Griffin	Mr. Mike Royal
Ms. Helen Rice	Mr. Jason Downey
Ms. Lisa Kinnemore	Mr. Scott Johnson
Mr. Scott Sweeney	Mr. Michael Kobito (GaTOTY)

Via Teleconference:

Mr. Mike Long	Mr. Leonte Benton
Ms. Martha Zoller	Ms. Phenna Petty
Dr. Stan DeJarnett	
Mr. Matt Donaldson	

At 11 a.m., the Rules Committee met to consider items for the State Board meeting. At 11:30 a.m., the District Flexibility & Charter Schools Committee met to consider items for the State Board meeting. *(Rules Committee meeting minutes can be found in Appendix 1. District Flexibility & Charter School Committee meeting minutes can be found at Appendix 2.)*

At 11:59 a.m., a motion was made by Mr. Matt Donaldson with multiple seconds then a unanimous affirmative vote was given to enter into Executive Session for the purpose of discussing appeals, legal, personnel matters, and recommendations that are exempt from disclosure under the Open Records Act.

At 1:00 p.m., Mr. Matt Donaldson made a motion seconded by Mr. Matt Royal and then a unanimous affirmative vote was given to exit Executive Session.

At 1:00 p.m., Budget Committee met to consider items for the State Board meeting. At 1:30 p.m., Audits Committee met but no action was taken. At 1:45 p.m., the State School Committee met but no action was taken. *(Budget Committee meeting minutes can be found in Appendix 3.)*

(Please note that the board items in their entirety, with backup material and attachments, can be found on the State Board of Education's Simbli website, August 25, 2022 State Board Meeting.)

CALL TO ORDER

The State Board of Education convened on Thursday, August 25, 2022 at 9:00 a.m. Vice Chair Dr. Stan DeJarnett called the meeting to order at 9:03 a.m.

State Board Members

In-person:

Mr. Frank Griffin	Mr. Mike Royal	Ms. Phenna Petty
Ms. Lisa Kinnemore	Dr. Stan DeJarnett	Mr. Michael Kobito (GaTOTY)
Mr. Kenneth Mason	Mr. Scott Johnson	
Mr. Scott Sweeney	Mr. Matt Donaldson	

Via Teleconference:

Ms. Helen Rice
Mr. Leonte Benton
Ms. Martha Zoller

Others participating: Superintendent Richard Woods

INSPIRATION/PLEDGE

Dr. Stan DeJarnett introduced guest speaker Dr. Valera L. Hudson, Pediatrician-in-Chief at August University Children's Hospital of Georgia. Dr. Hudson gave a high-level overview of the work of the hospital and then spoke briefly about the children's mental health emergency in Georgia. Dr. Hudson went on to describe the efforts being put in place to address the lack of mental health services in the state including Research for Advancing Children's Health (REACH) which is providing training in collaborative care for primary care physicians and pediatricians across the state along with the Kisner Foundation Center for Pediatric Development, Behavioral Health & Wellbeing made possible by the generous support of the Kisner family.

Dr. Stan DeJarnett then led the audience in the pledge of allegiance.

GUEST RECOGNITION

Dr. Stan DeJarnett acknowledged the guests in the audience who included:

John O'Connor, Georgia Dyslexia Collaborative; Claire Buck, GACIS; Ricky McCorkle, Chattahoochee Flint RESA; Tim Helm, Southwest RESA; Ty Tagami, AJC; Jeanette Hallam, East Coweta Middle School; Elgin Mayfield, Bonaire Primary School; Shawn Haralson, Superintendent Lowndes County Schools; Al Weaver, Georgia Association of Elementary School Principals (GAESP), Greg Arnsdoff, Cognia; Justin Pauly, Georgia School Boards Associate (GSBA); Bonnie Knight, Foothills Education Charter High School; Dale Simpson, Foothills Education Charter High School; Roger Fitzpatrick, Mountain Education Charter High

School; Tina Engberg, Decoding Dyslexia; Beth Hayes, Decoding Dyslexia; Krista Pearson, Lowndes High School; LeAnne McCall, Lowndes County High School; Alan Long, Georgia Association of Secondary School Principals (GASP); Buddy Costley, GAEL; and Emily Yona, Impact Public Affairs

PUBLIC HEARINGS

A hearing was held on State Board of Education Rule 160-4-2-.39 Dyslexia Identification and Support (Adoption). Mr. John O'Connor, Co-Chair of Georgia Dyslexia Collaborative, spoke in favor of the rule.

ACTION ITEMS

By motion of Mr. Matt Donaldson and a second by Mr. Scott Sweeney, unanimous affirmative vote was made to approve the Agenda for the August 25, 2022 State Board meeting.

CONSENT AGENDA

By motion of Ms. Martha Zoller and a second by Mr. Mike Royal, unanimous affirmative vote was made to approve the Consent Agenda for the August 25, 2022 State Board meeting.

1. **FP – Grant – FY23 Title IV, Part A Rural Education Innovation STEM/STEAM Grant.** The State Board of Education authorized the State School Superintendent to award a grant to five school districts at a cost not to exceed \$140,000 in Federal Funds for professional learning in collaboration with regional and local community partners to create and develop STEM (Science, Technology, Engineering, and Mathematics) and STEAM (Science, Technology, Engineering, Arts and Mathematics) programs and activities. (Appendix 4)
2. **FP – Grant – FY23 Title IV, Part A stART Grant.** The State Board of Education authorized the State School Superintendent to award a grant to eight school districts at a cost not to exceed \$130,000 in Federal Funds for supplemental arts education and programming. (Appendix 5)
3. **FP – Grant – Preschool Disability Services Grant.** The State Board of Education authorized the State School Superintendent to award a grant to local educational agencies (LEAs) at a cost not to exceed \$37,994,205 in State Funds for meeting the needs of preschool children with disabilities. (Appendix 6)
4. **FP – Grant – FY23 State Interagency Grant.** The State Board of Education authorized the State School Superintendent to award a grant to designated state agencies and selected local educational agencies (LEAs) at a cost not to exceed \$2,539,213 in State Funds for teachers and support staff for collaborative Individualized Education Program (IEP) services. (Appendix 7)

5. **FBO – Grant – Supply Chain Assistance Grant (SCA).** The State Board of Education authorized the State School Superintendent to award a grant to School Food Authorities (SFAs) at a cost not to exceed \$33,666,569 in Federal Funds for assisting schools experiencing supply chain disruptions. (Appendix 8)
6. **PFEA - Grant - School Based Health Centers for Title I Schools.** The State Board of Education authorized the State School Superintendent to receive \$125,000,000 in Other Funds from the Governor’s Office of Planning and Budget to provide funding for School Based Health Centers for Title I schools.
7. **REI – Contract Amendment – Graduation Alliance, Inc..** The State Board of Education authorized the State School Superintendent to enter into a contract with Keystone Peer Review Organization, Inc. (KEPRO) at a cost not to exceed \$3,843,024 in Federal Funds. Through this contract, KEPRO will provide counseling services to support the well-being of all Local Educational Agency (LEA) employees, at no cost to the LEAs.
8. **TS - Contract - GTA Affordable Connectivity Program (ACP) Advocacy.** The State Board of Education authorized the State School Superintendent to enter into a contract with the Georgia Technology Authority (GTA) at a cost not to exceed \$1,600,000 in Other Funds for the purpose of utilizing GTA’s telecommunication contracts and professional services.
9. **TS - Contract Amendment - K-12 Network.** The State Board of Education authorized the State School Superintendent to amend the contract with the Board of Regents of the University System of Georgia (BOR), that was approved at the June 16, 2022, State Board meeting, to increase the amount from \$4,810,207 to \$8,810,207 in State and Other funds for maintenance and upgrades related to the K-12 Statewide Network.
10. **TS - Contract Amendment - Dell Computer Corporation - Microsoft Corporation’s Consulting Services.** The State Board of Education authorized the State School Superintendent to amend the contract with Dell Computer Corporation that was approved at the June 16, 2022 Board meeting to increase the total maximum compensation amount from \$2,551,092 to \$4,471,337.
11. **WCS - Grant - FY23 School-Based Health Center Renovation Grants.** The State Board of Education authorized the State School Superintendent to award a grant to White County Schools at a cost not to exceed \$136,500 in Federal Funds for the renovation and infrastructure cost of a new school-based health center (SBHC).
12. **FBO - \$50,000.01 - \$250,000 Contracts.** The State Board of Education authorized the State School Superintendent to receive, enter into, or amend contracts with the vendors specified in the attachments for the \$50,000.01 - \$250,000 Contracts at a cost not to exceed the amounts provided in said attachments. (Appendices 9-26)

13. **PFEA - Charter System Renewal - Taliaferro County Schools.** The State Board of Education renewed a system charter for Taliaferro County Schools for a five-year term beginning July 1, 2022 and ending June 30, 2027.
14. **PFEA - Charter Renewal - Commodore Conyers College and Career Academy.** The State Board of Education granted a charter to Commodore Conyers College and Career Academy, a grades 9-12 local charter school approved by the Dougherty County Board of Education and certified by the Technical College System of Georgia (TCSG), for a five-year term beginning July 1, 2022, and ending June 30, 2027.
15. **PFEA - Charter Renewal - Griffin Region College and Career Academy.** The State Board of Education granted a charter to the Griffin Region College and Career Academy, a grades 9-12 local charter school approved by the Griffin-Spalding Board of Education and certified by the Technical College System of Georgia (TCSG), for a five-year term beginning July 1, 2022, and ending June 30, 2027.
16. **PFEA - State Charter Schools Commission Approvals.** The State Board of Education affirmed the decision of the State Charter Schools Commission to approve state charter contracts for Sankofa Montessori and The Anchor School. (Appendices 27-29)
17. **State Board Meeting Minutes –July 2022.** The State Board of Education approved the minutes of the July State Board Meeting.
18. **Executive Session Minutes.** The State Board of Education approved the minutes of the July 20, 2022 Executive Session.
19. **Personnel.** The State Board of Education approved the August Personnel Report as presented. (Appendix 30)
20. **Legal Appeal to the State Board – Case 2022-26.** The State Board of Education approved the decision for Legal Appeal – Case 2022-26. (Appendix 31)
21. **Legal Appeal to the State Board - Case 2022-27.** The State Board of Education approved the decision for Legal Appeal – Case 2022-27. (Appendix 32)
22. **Legal Appeal to the State Board - Case 2022-29.** The State Board of Education approved the decision for Legal Appeal – Case 2022-29. (Appendix 33)
23. **EAP - Individual Student Waiver - Case # 23-0023.** The State Board of Education approved Individual Student Waiver Case #23-0023.
24. **EAP - Individual Student Waiver - Case # 23-0026.** The State Board of Education approved Individual Student Waiver Case #23-0026.
25. **EAP - Individual Student Waiver - Case # 23-0027.** The State Board of Education approved Individual Student Waiver Case #23-0027.

26. **EAP - Individual Student Waiver - Case # 23-0028.** The State Board of Education approved Individual Student Waiver Case #23-0028.
27. **EAP - Individual Student Waiver - Case # 23-0031.** The State Board of Education approved Individual Student Waiver Case #23-0031.
28. **EAP - Individual Student Waiver - Case # 23-0032.** The State Board of Education approved Individual Student Waiver Case #23-0032.
29. **EAP - Individual Student Waiver - Case # 23-0033.** The State Board of Education approved Individual Student Waiver Case #22-0033.
30. **EAP - Individual Student Waiver - Case # 23-0034.** The State Board of Education approved Individual Student Waiver Case #23-0034.
31. **EAP - Individual Student Waiver - Case # 23-0036.** The State Board of Education approved Individual Student Waiver Case #23-0036.
32. **EAP - Individual Student Waiver - Case # 23-0037.** The State Board of Education approved Individual Student Waiver Case #23-0037.
33. **EAP - Individual Student Waiver - Case # 23-0038.** The State Board of Education approved Individual Student Waiver Case #23-0038.
34. **EAP - Individual Student Waiver - Case # 23-0039.** The State Board of Education approved Individual Student Waiver Case #23-0039.
35. **EAP - Individual Student Waiver - Case # 23-0040.** The State Board of Education approved Individual Student Waiver Case #23-0040.
36. **EAP - Individual Student Waiver - Case # 23-0042.** The State Board of Education approved Individual Student Waiver Case #23-0042.
37. **EAP - Individual Student Waiver - Case # 23-0043.** The State Board of Education approved Individual Student Waiver Case #23-0043.
38. **EAP - Individual Student Waiver - Case # 23-0044.** The State Board of Education approved Individual Student Waiver Case #23-0044.
39. **EAP - Individual Student Waiver - Case # 23-0048.** The State Board of Education approved Individual Student Waiver Case #23-0048.
40. **EAP - Individual Student Waiver - Case # 23-0049.** The State Board of Education approved Individual Student Waiver Case #23-0049.

- 41. EAP - Individual Student Waiver - Case # 23-0050.** The State Board of Education approved Individual Student Waiver Case #23-0050.

RULE COMMITTEE ITEMS

1. **TL - New State Board of Education Rule 160-4-2-.39 Dyslexia Identification and Support (Adoption).** By motion of Mr. Matt Donaldson and a second by Ms. Phenna Petty, there was a unanimous vote to adopt State Board of Education Rule 160-4-2-.39 Dyslexia Identification and Support. (Appendices 34-35)

SUPERINTENDENT'S REPORT TO THE BOARD

Superintendent Richard Woods began the Superintendent's report by recognizing the importance of effective school administrators. Superintendent Woods along with Mr. Al Weaver of the Georgia Association of Elementary Principals presented Dr. Elgin Mayfield of Houston County Schools with Georgia's 2022 National Distinguished Principal award. Mr. Weaver also recognized Denise Reynolds, who could not be present, as the 2022 National Distinguished Assistant Principal. Superintendent Woods then presented the 2022 Esteemed Middle School Principal of the Year, Dr. Jeanette Hallam. Mr. Alan Long of the Georgia Association of Secondary School Principals presented the 2022 Georgia Assistant Principal of the Year Award to Krista Pearson and the 2022 Georgia Principal of the Year Award to Leanne McCall both from Lowndes County High School.

Dr. Keith Osburn, GaDOE's Chief Information Officer, provided an overview of what Technology Services has been working on to help support teachers and school districts including a report establishing a common set of 21st Century technology standards developed with technology leaders from across the state and facilitated by the Carl Vinson Institute that is forthcoming. In concert with the aforementioned standards, GaDOE Technology division is also working on several initiatives including: cybersecurity tools, training and professional learning for districts that need it; GaInspire – instructional support with access to Georgia learning standards that are aligned to specific courses and resources that can be used with students; GaLearns – a professional learning platform for school staff; GaInsights – a data visualization tool; and GADOE Community- a platform where educators can come together for collaboration. Dr. Osburn then took questions from the Board.

CHAIR'S REPORT

For the Chair's Report, each State Board of Education members was given the opportunity to make comments. Several State Board members offered their condolences to the Deal family and shared their memories of Mrs. Sandra Deal, wife of former Georgia governor Nathan Deal. Mr. Kenneth Mason praised Deputy Superintendent of School and District Effectiveness/Chief Turnaround Officer Dr. Stephanie Johnson's presentation at the SREB annual conference as well as the work of her team. Mr. Mason also mentioned how Dr. Johnson serves as inspiration for a chapter in SREB retiree Gene Bottoms' book entitled *Tomorrow's High Schools*. Mr. Scott Johnson also recognized Georgia Teacher of the Year Michael Kobito's appearance on the cover of JAMES Magazine Education Edition 2022.

Dr. DeJarnett closed the Chair's Report by congratulating the administrators who were presented awards, thanked them for their service, and asked that they go back to their schools and let their staff know that the State Board thanks them for their service on behalf of the children of Georgia.

ADJOURNMENT

At 10:55 a.m., by motion of Mr. Matt Donaldson and a second by Ms. Lisa Kinnemore, a unanimous affirmative vote was given to adjourn the meeting. The next regular State Board meeting is scheduled for September 28-29, 2022.

Respectfully Submitted,

Julie James
Recording Secretary

**State Board of Education Rules Committee
State Board Room, Twin Towers East
August 24, 2022, 11:00 AM**

MINUTES

State Board Rules Committee Members Present:

Phenna Petty – Chair, Kenneth Mason – Vice Chair, Stan DeJarnett, Jason Downey, Lisa Kinnemore, Helen Rice

Other State Board Members Present:

Matt Donaldson, Michael Kobito – Georgia Teach of the Year (Ex Officio)

AGENDA

I. Action Items

- 1. (Adopt) New State Board of Education Rule 160-4-2-.39 Dyslexia Identification and Support**
 - Move forward for a separate vote.

DISTRICT FLEXIBILITY AND CHARTER SCHOOLS COMMITTEE MEETING

Georgia Department of Education
205 Jesse Hill Jr. Dr. SE
Atlanta, Georgia 30334
August 24, 2022 • 11:30 A.M.
MINUTES

CALL TO ORDER

The District Flexibility and Charter Schools Committee convened on August 24, 2022 at 11:30 am.

ATTENDEES

State Board of Education:

Mr. Leonte Benton (via conference call)	Mr. Kenneth Mason
Dr. Stan DeJarnett, Committee Vice Chair	Ms. Phenna Rene Petty
Mr. Matt Donaldson	Ms. Helen Rice (via conference call)
Mr. Jason Downey	Mr. Mike Royal
Mr. Scott Johnson	Mr. Scott Sweeney, Committee Chair
Ms. Lisa Kinnemore	Michael Kobito, Ex-Officio Member

Others participating:

Superintendent Richard Woods	Ms. Tiffany Taylor
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CHARTER SYSTEM CONTRACT

1. Taliaferro County Schools Charter System Renewal
 - Ms. Taylor presented the charter system renewal for Taliaferro County Schools.
 - Superintendent Allen Fort shared information about the charter system.
 - The Taliaferro County Schools charter system renewal was placed on the consent agenda for the August 25, 2022 State Board meeting.

COLLEGE AND CAREER ACADEMY CONTRACTS

2. Commodore Conyers College and Career Academy (Commodore Conyers CCA)
 - Ms. Taylor presented the charter school renewal for Commodore Conyers CCA.
 - CEO Chris Hatcher shared information about the college and career academy.
 - The Commodore Conyers CCA renewal was placed on the consent agenda for the August 25, 2022 State Board meeting.
3. Griffin Region College and Career Academy (Griffin Region CCA)
 - Ms. Taylor presented the charter school renewal for Griffin Region CCA.

- CEO Katy Castanien and Superintendent Keith Simmons shared information about the college and career academy.
- The Griffin Region CCA renewal was placed on the consent agenda for the August 25, 2022 State Board meeting.

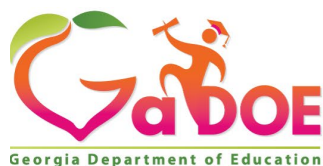
STATE CHARTER SCHOOLS COMMISSION (“SCSC”) SCHOOLS

4. Commission Affirmation

- Ms. Taylor presented the recommendation to affirm the SCSC’s grant of contracts to Sankofa Montessori and The Anchor School.
- The SCSC school affirmations were placed on the consent agenda for the August 25, 2022 State Board meeting.

ADJOURNMENT

Mr. Sweeney adjourned the meeting at 11:59 am.



Budget Committee Meeting Minutes
August 24, 2022
2070 Conference Room @ 1:00 pm

Meeting called to order: 1:01 PM

Meeting adjourned: 1:16PM

Attendees:

Board Members

MLeonte Benton- by phone
Stanley DeJarnett
Matt W. Donaldson
Jason Downey
William Franklin "Frank" Griffin, Jr.
Lisa Kinnemore
Kenneth Mason
Phenna Petty
Helen Odom Rice- by phone
Mike Royal
Scott Sweeney
Michael Kobito (Ex-Officio)

GADOE Staff

Richard Woods

Items 1 through 12 were unanimously approved and moved to the consent agenda.

Board Items

1. FP – Grant – FY23 Title IV, Part A Rural Education Innovation STEM/STEAM Grant
2. FP – Grant – FY23 Title IV, Part A Start Grant



3. FP – Grant – Preschool Disability Services Grant
4. FP – Grant – FY23 State Interagency Grant
5. FBO – Grant – Supply Chain Assistance Grant (SCA)
6. PFEA - Grant - School Based Health Centers for Title I Schools
7. REI – Contract Amendment – Graduation Alliance, Inc.
8. TS - Contract - GTA Affordable Connectivity Program (ACP) Advocacy
9. TS - Contract Amendment - K-12 Network
10. TS - Contract Amendment - Dell Computer Corporation - Microsoft Corporation's Consulting Services
11. WCS - Grant - FY23 School-Based Health Center Renovation Grants
12. FBO - \$50,000.01 - \$250,000 Contracts

Title IV, Part A
FY23 STEM/STEAM Grant Awards

SCHOOL DISTRICT	SCHOOL	Recommended Funding
Jeff Davis County School District	Jeff Davis Systemwide	\$25,000
Pelham City Schools	Pelham Elementary School	\$17,500
Tattnall County School District	South Tattnall Middle School	\$21,500
Thomasville City Schools	Harper Elementary School	\$25,000
Wayne County School District	James E. Bacon Elementary School	\$22,000
Wayne County School District	Odum Elementary School	\$17,000
Wayne County School District	Screven Elementary School	\$12,000
	Funding Total:	\$140,000

Title IV, Part A
FY23 stART Grant Awards

SCHOOL DISTRICT	SCHOOL	Recommended Funding
Brooks County School District	Brooks County Middle School	\$10,000
Brooks County School District	Brooks County High School	\$10,000
Brooks County School District	Quitman Elementary School	\$10,000
Brooks County School District	North Brooks Elementary School	\$10,000
Bulloch County School District	Southeast Bulloch High School	\$10,000
Bulloch County School District	Bulloch Academy (Private School)	\$10,000
Bulloch County School District	William James Middle School	\$10,000
Cook County School District	Cook Elementary School	\$10,000
Jeff Davis County School District	Jeff Davis District Wide	\$10,000
Jenkins County School District	Jenkins County High School	\$10,000
Laurens County School District	East Laurens Middle School	\$10,000
Meriwether County School District	Manchester High School	\$10,000
Telfair County School District	Telfair County High School	\$10,000
	Funding Total:	\$130,000

Preschool Disability Services Grant

LEA	FY23 Allocation
Appling	\$ 95,656
Atkinson	\$ 8,760
Bacon	\$ 38,010
Baker	\$ -
Baldwin	\$ 106,295
Banks	\$ 50,144
Barrow	\$ 348,045
Bartow	\$ 353,624
Ben Hill	\$ 78,961
Berrien	\$ 26,299
Bibb	\$ 399,685
Bleckley	\$ 68,295
Brantley	\$ 42,150
Brooks	\$ 28,477
Bryan	\$ 98,537
Bulloch	\$ 288,667
Burke	\$ 55,540
Butts	\$ 77,121
Calhoun	\$ 2,920
Camden	\$ 206,312
Candler	\$ 77,663
Carroll	\$ 137,335
Catoosa	\$ 164,348
Charlton	\$ 26,310
Chatham	\$ 1,077,194
Chattahoochee	\$ 2,920
Chattooga	\$ 101,630
Cherokee	\$ 1,304,365
Clarke	\$ 399,800
Clay	\$ 14,599
Clayton	\$ 701,259
Clinch	\$ 22,804
Cobb	\$ 3,542,432

Preschool Disability Services Grant

LEA	FY23 Allocation
Coffee	\$ 114,916
Colquitt	\$ 132,460
Columbia	\$ 658,556
Cook	\$ 76,676
Coweta	\$ 314,972
Crawford	\$ 11,680
Crisp	\$ 79,331
Dade	\$ 17,446
Dawson	\$ 88,076
Decatur	\$ 80,084
DeKalb	\$ 2,229,044
Dodge	\$ 24,032
Dooly	\$ 23,358
Dougherty	\$ 182,817
Douglas	\$ 768,367
Early	\$ -
Echols	\$ 14,621
Effingham	\$ 329,484
Elbert	\$ 77,359
Emanuel	\$ 104,322
Evans	\$ 26,289
Fannin	\$ 66,818
Fayette	\$ 186,300
Floyd	\$ 301,070
Forsyth	\$ 1,777,019
Franklin	\$ 55,519
Fulton	\$ 1,761,213
Gilmer	\$ 56,070
Glascock	\$ 8,780
Glynn	\$ 163,265
Gordon	\$ 218,734
Grady	\$ 62,494
Greene	\$ 100,312

Preschool Disability Services Grant

LEA	FY23 Allocation
Gwinnett	\$ 5,968,962
Habersham	\$ 203,759
Hall	\$ 457,967
Hancock	\$ 28,908
Haralson	\$ 106,246
Harris	\$ 36,931
Hart	\$ 112,192
Heard	\$ 48,035
Henry	\$ 762,005
Houston	\$ 515,220
Irwin	\$ 14,641
Jackson	\$ 210,948
Jasper	\$ 63,566
Jeff Davis	\$ 38,010
Jefferson	\$ 45,068
Jenkins	\$ 43,353
Johnson	\$ 14,610
Jones	\$ 54,231
Lamar	\$ 16,592
Lanier	\$ 16,404
Laurens	\$ 88,649
Lee	\$ 90,185
Liberty	\$ 214,847
Lincoln	\$ 8,140
Long	\$ 55,170
Lowndes	\$ 114,525
Lumpkin	\$ 81,843
Macon	\$ 32,160
Madison	\$ 151,279
Marion	\$ -
McDuffie	\$ 73,543
McIntosh	\$ 55,117
Meriwether	\$ 35,059

Preschool Disability Services Grant

LEA	FY23 Allocation
Miller	\$ -
Mitchell	\$ 2,920
Monroe	\$ 103,023
Montgomery	\$ 8,770
Morgan	\$ 87,513
Murray	\$ 104,622
Muscogee	\$ 495,084
Newton	\$ 587,228
Oconee	\$ 212,665
Oglethorpe	\$ 46,662
Paulding	\$ 680,173
Peach	\$ 32,150
Pickens	\$ 116,697
Pierce	\$ 93,138
Pike	\$ 26,728
Polk	\$ 248,970
Pulaski	\$ 20,481
Putnam	\$ 43,829
Quitman	\$ 14,599
Rabun	\$ 40,962
Randolph	\$ 32,128
Richmond	\$ 201,511
Rockdale	\$ 216,478
Schley	\$ 23,358
Screven	\$ 35,843
Seminole	\$ 33,265
Spalding	\$ 271,633
Stephens	\$ 138,887
Stewart	\$ 2,920
Sumter	\$ 111,014
Talbot	\$ -
Taliaferro	\$ -
Tattnall	\$ 76,076

Preschool Disability Services Grant

LEA	FY23 Allocation
Taylor	\$ 23,390
Telfair	\$ 35,079
Terrell	\$ 12,003
Thomas	\$ 142,561
Tift	\$ 160,342
Toombs	\$ 61,411
Towns	\$ 34,619
Treutlen	\$ 11,424
Troup	\$ 138,017
Turner	\$ 30,450
Twiggs	\$ -
Union	\$ 49,690
Upson	\$ 46,464
Walker	\$ 215,600
Walton	\$ 219,225
Ware	\$ 166,163
Warren	\$ -
Washington	\$ 14,631
Wayne	\$ 97,102
Webster	\$ -
Wheeler	\$ 5,840
White	\$ 97,677
Whitfield	\$ 261,299
Wilcox	\$ 13,938
Wilkes	\$ 29,033
Wilkinson	\$ 8,760
Worth	\$ 86,469
Atlanta City	\$ 634,216
Bremen City	\$ 49,144
Buford City	\$ 58,480
Calhoun City	\$ 87,868
Carrollton City	\$ 40,920
Cartersville City	\$ 136,581

Preschool Disability Services Grant

LEA	FY23 Allocation
Chickamauga City	\$ 5,851
Commerce City	\$ 30,869
Dalton City	\$ 166,733
Decatur City	\$ 100,607
Dublin City	\$ 20,470
Gainesville City	\$ 99,421
Jefferson City	\$ 108,792
Marietta City	\$ 105,302
Pelham City	\$ -
Rome City	\$ 118,958
Social Circle City	\$ 52,364
Thomasville City	\$ 41,449
Trion City	\$ 2,920
Valdosta City	\$ 226,470
Vidalia City	\$ 20,470
Total	\$ 37,994,205

FY23 State Interagency Grant

1. Funds for Teachers Serving Students	District	FY23 Allocations	FY23 # of Teachers
Crisis Stabilization Program	Bibb County	\$ 135,000	1.5
Crisis Stabilization Program	Chatham County	\$ 90,000	1
Crisis Stabilization Program	Coweta County	\$ 90,000	1
Crisis Stabilization Program	DeKalb County	\$ 180,000	2
Crisis Stabilization Program	Rockdale	\$ 90,000	1
Competency Restoration Program	Meriwether County	\$ 90,000	1
Community Group Home	Pike County	\$ 90,000	1
Sub-Total 1.		\$ 765,000.00	
2. Funds for Teachers in State Agencies	State Agency Program	FY23 Allocations	FY23 # of Teachers
GA Vocational Rehabilitation	Warm Springs/Cave Springs	\$ 720,000	8
Dept. of Corrections- Adult Prisons	Statewide	\$ 784,213	8.5
Dept. of Juvenile Justice	Statewide	\$ 270,000	3
Sub-Total 2.		\$ 1,774,213	
Total State Grant		\$ 2,539,213	

Georgia Department of Education
Supply Chain Assistance Grant

System Name	Total Payment
Amana Academy Inc	\$19,538
Appling County	\$71,626
Atkinson County	\$35,797
Atlanta Classical Academy	\$18,161
Atlanta Neighborhood Charter School	\$16,975
Atlanta Public Schools	\$839,514
Bacon County	\$45,534
Baker County	\$10,834
Baldwin County	\$97,890
Banks County	\$58,809
Barrow County	\$279,594
Bartow County	\$265,286
Ben Hill County	\$62,750
Berrien County	\$62,291
Bibb County	\$400,527
Bleckley County	\$54,811
Brantley County	\$69,675
Bremen City	\$43,545
Bright Futures Academy	\$6,263
Brighten Academy	\$20,590
Brooks County	\$45,438
Bryan County	\$197,780
Buford City	\$115,163
Bulloch County	\$215,608
Burke County	\$83,390
Butts County	\$72,314
Calhoun City	\$84,863
Calhoun County	\$13,991
Camden County	\$182,860
Candler County	\$43,105
Carroll County	\$297,939
Carrollton City	\$110,113
Cartersville City	\$90,640
Catoosa County	\$208,014
Charlton County	\$37,117
Chattahoochee County	\$23,287
Chattahoochee Hills Charter School	\$13,627
Chattooga County	\$53,530
Cherokee County	\$806,402
Chickamauga City	\$29,236
City Schools of Decatur	\$112,829
Clarke County	\$245,181
Clayton County	\$1,000,445
Clinch County	\$28,988
Cobb County	\$2,050,024
Coffee County	\$149,786

Georgia Department of Education
Supply Chain Assistance Grant

System Name	Total Payment
Colquitt County	\$177,102
Columbia County	\$553,672
Commerce City	\$38,609
Cook County	\$64,089
Coweta County	\$439,109
Crawford County	\$35,836
Crisp County	\$75,528
Cristo Rey Atlanta Jesuit High School	\$14,756
Dade County	\$43,736
Dalton Public Schools	\$152,617
Dawson County	\$78,225
Decatur County	\$89,798
Dekalb Academy of Technology & Environment	\$19,461
DeKalb County	\$1,707,369
Dekalb Path Academy	\$12,039
Department of Juvenile Justice	\$23,765
Devereux Foundation	\$6,186
Dodge County	\$58,924
Dooly County	\$26,099
Dougherty County	\$254,402
Douglas County	\$402,420
Dublin City	\$49,685
Early County	\$37,691
Echols County	\$21,719
Effingham County	\$264,865
Elbert County	\$62,960
Emanuel County	\$81,286
Evans County	\$39,528
Fannin County	\$58,924
Fayette County	\$386,448
Floyd County	\$177,025
Forsyth County	\$1,014,179
Fort Benning Schools	\$46,548
Fort Stewart Schools	\$32,813
Franklin County	\$74,361
Fulton County	\$1,609,124
Gainesville City	\$154,186
Gilmer County	\$84,002
Glascok County	\$16,190
Glynn County	\$249,849
Gordon County	\$127,769
Grady County	\$90,774
Greene County	\$48,652
Griffin-Spalding County	\$187,489
Gwinnett County	\$3,417,524
Habersham County	\$139,246

Georgia Department of Education
Supply Chain Assistance Grant

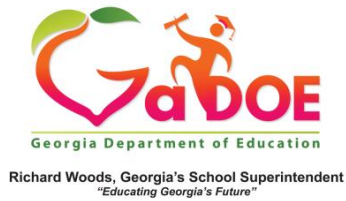
System Name	Total Payment
Hall County	\$523,487
Hancock County	\$18,888
Haralson County	\$68,603
Harris County	\$109,998
Hart County	\$74,304
Heard County	\$46,950
Henry County	\$823,560
Hillside Inc	\$6,339
Houston County	\$583,513
International Community School	\$13,531
Irwin County	\$35,931
Jackson County	\$179,837
Jasper County	\$50,221
Jeff Davis County	\$63,802
Jefferson City	\$83,600
Jefferson County	\$46,108
Jenkins County	\$27,304
Johnson County	\$24,511
Jones County	\$102,959
Kidspace National Center of GA	\$5,574
Kipp Metro Atlanta Collaborative	\$90,085
Lamar County	\$58,044
Lanier County	\$38,227
Latin College Prep	\$10,930
Latin Grammar School	\$14,679
Laurens County	\$127,769
Leadership Preparatory Academy	\$10,452
Lee County	\$125,703
Liberty County	\$204,284
Lincoln County	\$27,457
Long County	\$83,409
Lowndes County	\$208,626
Lumpkin County	\$76,733
Macon County	\$27,094
Madison County	\$99,573
Marietta City	\$171,153
Marion County	\$29,791
McDuffie County	\$68,775
McIntosh County	\$29,160
Meriwether County	\$46,605
Miller County	\$19,155
Mitchell County	\$28,911
Monroe County	\$87,350
Montgomery County	\$23,038
Morgan County	\$69,655
Murphy Harpst Children's Center	\$6,033

Georgia Department of Education
Supply Chain Assistance Grant

System Name	Total Payment
Murray County	\$136,492
Muscogee County	\$580,491
Museum School Avondale Estates	\$16,171
Newton County	\$364,335
Oconee County	\$166,122
Oglethorpe County	\$46,682
Paulding County	\$600,461
Peach County	\$76,810
Pelham City	\$31,532
Pickens County	\$83,811
Pierce County	\$73,213
Pike County	\$71,913
Polk County	\$154,243
Pulaski County	\$28,605
Putnam County	\$61,774
Quitman County	\$10,107
Rabun County	\$47,982
Randolph County	\$18,677
Richmond County	\$568,726
Rockdale County	\$303,429
Rome City	\$130,275
Savannah-Chatham County	\$659,684
Schley County	\$29,141
Screven County	\$44,578
Seminole County	\$30,250
Social Circle City	\$42,148
St. Peter Claver School	\$8,175
State Charter Schools II - Atlanta Heights Charter School	\$19,194
State Charter School- Atlanta Unbound Academy	\$8,634
State Charter Schools - Cherokee Charter Academy	\$17,969
State Charter Schools - Ivy Preparatory Academy, Inc	\$13,168
State Charter Schools - Scintilla Charter Academy	\$16,936
State Charter Schools- Atlanta SMART Academy	\$7,353
State Charter Schools II - Cirrus Charter Academy	\$15,349
State Charter Schools II - Coweta Charter Academy	\$19,825
State Charter Schools - Dubois Integrity Academy	\$27,629
State Charter Schools II - Ethos Classical Charter School	\$11,466
State Charter Schools II - Furlow Charter School	\$15,980
State Charter Schools II - International Academy of Smyrna	\$11,906
State Charter Schools II - Pataula Charter Academy	\$15,961
State Charter Schools II - Resurgence Hall Charter School	\$12,747
State Charter Schools II - SLAM Academy of Atlanta	\$6,702
State Charter Schools II - Southwest Georgia S.T.E.M. Charter Academy	\$12,805
State Charter Schools II - Spring Creek Charter Academy	\$12,192
State Charter Schools - Utopian Academy for the Arts Charter School	\$12,020
State Schools	\$11,121

Georgia Department of Education
Supply Chain Assistance Grant

System Name	Total Payment
Stephens County	\$78,359
Stewart County	\$12,958
Sumter County	\$74,246
Talbot County	\$12,977
Taliaferro County	\$8,367
Tapestry Public Charter School	\$10,088
Tattnall County	\$73,940
Taylor County	\$29,255
Telfair County	\$35,721
Terrell County	\$24,970
The Globe Academy	\$25,353
The Main Street Academy LLC	\$20,667
The Savannah Classical Academy Inc	\$13,340
Thomas County	\$115,603
Thomaston-Upson County	\$82,453
Thomasville City	\$58,331
Tift County	\$150,819
Toombs County	\$61,526
Towns County	\$24,588
Treutlen County	\$25,391
Trion City	\$30,786
Troup County	\$237,205
Turner County	\$27,113
Twiggs County	\$18,715
Twin Cedars Youth and Family	\$6,607
Union County	\$62,520
Valdosta City	\$163,654
Vidalia City	\$51,789
Walker County	\$165,032
Walton County	\$278,638
Ware County	\$120,251
Warren County	\$16,898
Washington County	\$61,258
Wayne County	\$102,576
Webster County	\$9,859
Westside Atlanta Charter School	\$11,542
Wheeler County	\$22,006
White County	\$77,460
Whitfield County	\$243,116
Wilcox County	\$27,935
Wilkes County	\$30,288
Wilkinson County	\$26,424
Worth County	\$63,936
Youth Villages	\$7,257
Total Allocation	\$33,666,569



\$50,000.01-\$250,000 New Contract

August 2022

Vendor

Great Promise Partnership (GPP)

Contract Details

Contract Type	Contract Term	Contract Amount	Funding Source	Number of Possible Renewals
NEW	10/1/2022 – 6/30/2023	\$96,047	☐ State ☒ Other ☐ Federal	01

Contract Scope and Objective

The purpose of this grant is to receive funds from Great Promise Partnership to assist at-risk students with job placements in business and industry to gain real-world job skills and experiences.

The GPP regional coordinator will assist with equipping at-risk students in completing high school and gaining real-world job skills and experiences. These students may be placed as GPP students when they do not qualify for other Work-Based Learning (WBL) categories.

Performance, Criteria, and Results

The money will fund the salary, laptop, and travel expenses of a GPP Regional Coordinator so that direct support may be provided to schools and districts to help improve graduation rates.

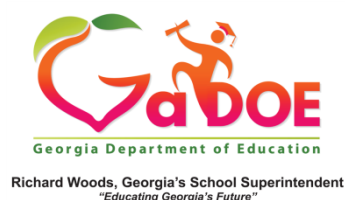
Contract Procurement Process

Non-bid process:

- ☐ Sole Source justification
Provide sole source justification here.
- ☐ Intergovernmental contract
- ☐ Statewide contract
- ☒ Exempt (Please select from the list below)
Learning Supports
- ☐ Other (Please describe below.)

Program Name and Contact

Dr. Barbara Wall, Deputy Superintendent - Career, Technical, and Agricultural Education



\$50,000.01-\$250,000 New Contract

August 2022

Vendor

Tutor.com

Contract Details

Contract Type	Contract Term	Contract Amount	Funding Source	Number of Possible Renewals
NEW	9/1/2022 – 6/30/2022	\$147,500	☐ State ☒ Federal ☐ Other	01

Contract Scope and Objective

The contract **objective** is to provide online tutoring opportunities to students experiencing homelessness across the state. The services will provide access to tutoring for students experiencing homelessness in areas where such services are not available.

The contracted **scope** of work includes 5,000 hours of on-demand tutoring. The following are also included:

- Access to Spanish speaking tutors
- Advanced Placement Tutoring
- SAT/ACT Prep Courses
- Essay Review Services
- Student Success Skills
- Actionable Usage Data

Performance, Criteria, and Results

The Georgia Department of Education (GaDOE) McKinney-Vento Program Team will analyze the usage data provided by Tutor.com. This information will include number of sessions, number of students served, usage by district and subject areas most frequently accessed. GaDOE will assess the tutoring services using the actionable usage data provided by Tutor.com. Through this contract, GaDOE will be able remove barriers to tutoring for students experiencing homelessness by offering virtual 24/7 on-demand access. Results will be indicated by the number of students who access services, usage per student and the academic success of students experiencing homelessness.

Contract Procurement Process

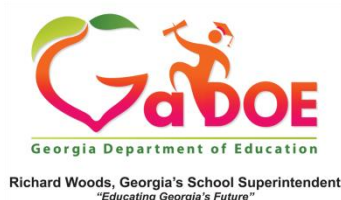
Non-bid process:

- ☐ Sole Source justification
☐ Intergovernmental contract
☐ Statewide contract
☒ Exempt (Please select from the list below)
☐ Other (Please describe below.)
- Provide sole source justification here.
- Learning Resources

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Program Name and Contact

Division of Federal Programs, Grants Unit Shaun Owen, Deputy Superintendent of Federal Programs
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\$50,000.01-\$250,000 Contract Amendment

August 2022

Vendor

Chattahoochee Flint RESA

Contract Amendment Details

Terms	Contract Term	Contract Amount	Funding Source	Revised Scope of Work?
ORIGINAL	6/1/2022 – 5/30/2023	\$124,755	☐ State ☒ Federal ☐ Other	
AMENDED	9/1/2022 – 6/30/2023	\$233,425 Difference: \$ 108,670	☐ State ☒ Federal ☐ Other	Yes

Original Contract Scope and Objective

Chattahoochee Flint RESA will provide in depth reading instruction to teachers using one of three research-based reading approaches: Language Essentials for Teachers of Reading and Spelling, Orton-Gillingham, or Wilson Reading. Contract includes stipends for teachers that participate off contract, and funds for subs during the school year, as well as a part-time Reading Specialist to assist teachers to be employed by the RESA.

A need currently exists within these districts to provide in-service teachers with training and instructional supports regarding multisensory and other effective teaching strategies for dyslexic and struggling readers. This particular need exists due to gaps in pre-service teacher training at institutes of higher education. Many in-service teachers are not prepared well enough to teach all students to read. Reading teachers are in significant need of professional development that addresses gaps left by inadequate pre-service teacher preparation programs and that provides deeper knowledge, skills, and practice in delivering high quality reading instruction to benefit all students.

Amended Contract Scope and Objective

Chattahoochee Flint RESA will provide in depth reading instruction to teachers using one of three research-based reading approaches: Language Essentials for Teachers of Reading and Spelling, Orton-Gillingham, or Wilson Reading. Contract includes training for Leaders to support teacher literacy training and implementation, stipends for teachers that participate off contract, and funds for subs during the school year. In addition, an additional contract will provide a part-time Reading Specialist to assist teachers who will be employed by the RESA.

A need currently exists within these districts to provide in-service teachers with training and instructional supports regarding multisensory and other effective teaching strategies for dyslexic and struggling readers. This particular need exists due to gaps in pre-service teacher training at institutes of higher education. Many in-service teachers are not prepared well enough to teach all students to read. Reading teachers are in significant need of professional development that addresses gaps left by inadequate pre-service teacher preparation programs and that provides deeper knowledge, skills, and

practice in delivering high quality reading instruction to benefit all students.

Description of the Circumstances that Necessitate a Contract Amendment

Additional funding is needed due to the favorable response from the rural school districts for literacy training and due to a variance in cost of services that were selected by districts in Chattahoochee-Flint RESA. A face-to-face delivery model is preferred for a total of 40 participants (instead of 20) in LETRS for Educators, 15 LETRS for ADMIN (instead of 5), and a facilitator training bundle for the identified Literacy Specialist. Additional funding that is requested will provide training, substitutes, and stipends for an additional 30 educators to be trained during the 2022-2023 school year.

Original Contract Procurement Process

Non-bid process:

☐ Sole Source justification

[Provide sole source justification here.](#)

☒ Intergovernmental contract

☐ Statewide contract

☐ Exempt (Please select from the list below)

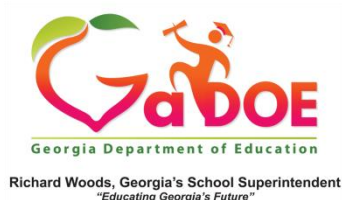
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☐ Other (Please describe below.)

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Program Name and Contact

Rural Education and Innovation; Deputy Superintendent, Dr. Bronwyn Ragan-Martin



\$50,000.01-\$250,000 Contract Amendment

August 2022

Vendor

Southwest Georgia RESA

Contract Amendment Details

Terms	Contract Term	Contract Amount	Funding Source	Revised Scope of Work?
ORIGINAL	6/1/2022 – 5/30/2023	\$222,715	☐ State ☒ Federal ☐ Other	
AMENDED	9/1/2022 – 6/30/2023	\$243,425 Difference: \$ 20,710	☐ State ☒ Federal ☐ Other	Yes

Original Contract Scope and Objective

Southwest Georgia RESA will provide in depth reading instruction to teachers using one of three research-based reading approaches: Language Essentials for Teachers of Reading and Spelling, Orton-Gillingham, or Wilson Reading. Contract includes stipends for teachers that participate off contract, and funds for subs during the school year, as well as a part-time Reading Specialist to assist teachers to be employed by the RESA.

A need currently exists within these districts to provide in-service teachers with training and instructional supports regarding multisensory and other effective teaching strategies for dyslexic and struggling readers. This particular need exists due to gaps in pre-service teacher training at institutes of higher education. Many in-service teachers are not prepared well enough to teach all students to read. Reading teachers are in significant need of professional development that addresses gaps left by inadequate pre-service teacher preparation programs and that provides deeper knowledge, skills, and practice in delivering high quality reading instruction to benefit all students.

Amended Contract Scope and Objective

Southwest Georgia RESA will provide in depth reading instruction to teachers using one of three research-based reading approaches: Language Essentials for Teachers of Reading and Spelling, Orton-Gillingham, or Wilson Reading. Contract includes training for Leaders to support teacher literacy training and implementation, stipends for teachers that participate off contract, and funds for subs during the school year. In addition, an additional contract will provide a part-time Reading Specialist to assist teachers who will be employed by the RESA.

A need currently exists within these districts to provide in-service teachers with training and instructional supports regarding multisensory and other effective teaching strategies for dyslexic and struggling readers. This particular need exists due to gaps in pre-service teacher training at institutes of higher education. Many in-service teachers are not prepared well enough to teach all students to read. Reading teachers are in significant need of professional development that addresses gaps left by inadequate pre-service teacher preparation programs and that provides deeper knowledge, skills, and

practice in delivering high quality reading instruction to benefit all students.

Description of the Circumstances that Necessitate a Contract Amendment

Additional funding is needed due to a variance in the cost of services that were selected by districts in Southwest Georgia RESA. A face-to-face training delivery model is preferred for a total of 40 participants in LETRS for Educators, 25 LETRS for Administration, and will provide one facilitator training bundle for the identified Literacy Specialist who will support the rural school districts during training and implementation of the literacy initiative during the 2022-2023 school year.

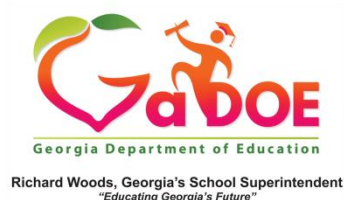
Original Contract Procurement Process

Non-bid process:

- ☐ Sole Source justification
- ☒ Intergovernmental contract
- ☐ Statewide contract
- ☐ Exempt (Please select from the list below)
- ☐ Other (Please describe below.)

Program Name and Contact

Deputy Superintendent, Dr. Bronwyn Ragan-Martin

**\$50,000.01-\$250,000 New Contract****August 2022****Vendor****Southwest Georgia RESA****Contract Details**

Contract Type	Contract Term	Contract Amount	Funding Source	Number of Possible Renewals
NEW	9/1/2022 – 6/30/2023	\$244,250	☐ State ☒ Federal ☐ Other	3

Contract Scope and Objective

Southwest Georgia RESA will provide in depth reading instruction to 110 educators using one of three research-based reading approaches: Language Essentials for Teachers of Reading and Spelling, Orton-Gillingham, or Wilson Reading. Contract includes stipends for teachers that participate off contract, funds for subs during the school year, and funds for system administrators to receive two days of training.

Performance, Criteria, and Results

A final report will be submitted to the REI Instructional Specialist by June 30, 2023, or at the conclusion of the project's activities, whichever occurs first. Districts and their schools receiving the training through their RESA must outline the scope of work and include any artifacts created because of the grant. They must also document how the grant funding improved instruction and increased student achievement for all student subgroups. Districts/Schools must provide a summary of the funded work that includes the following:

A narrative that includes a clear explanation of: 1) How this grant increased student achievement for students with disabilities and other subgroup achievement, 2) How many staff completed training on the identified multi-sensory reading instruction program, 3) Summary of the evaluation tool(s) used to measure impact of educator practice based upon the training goals and objectives, 4) The extent to which the goals and objectives were achieved, and strategies were implemented, 5) The results and findings during the grant period, 6) An explanation of how capacity was built to sustain grant activities after the grant funding ends, 7) Support materials that include: Copies of the evaluation tool(s) used to measure the goals and objectives and copies of curriculum guides, resources, or other instructional materials developed as a part of the grant project.

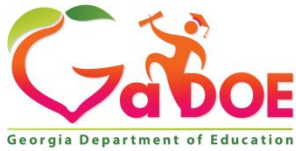
Contract Procurement Process**Non-bid process:**

- ☐ Sole Source justification
☐ Provide sole source justification here.
☒ Intergovernmental contract
☐ Statewide contract
☐ Exempt (Please select from the list below)

Choose an item. ☐ Other (Please describe below.) Click here to enter text.
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Program Name and Contact

Rural Education and Innovation: Deputy Superintendent, Dr. Bronwyn Ragan Martin



Richard Woods, Georgia's School Superintendent
"Educating Georgia's Future"

\$50,000.01-\$250,000 New Contract

August 2022

Appendix 14

Vendor

Southwest Georgia RESA

Contract Details

Contract Type	Contract Term	Contract Amount	Funding Source	Number of Possible Renewals
NEW	9/1/2022 – 6/30/2023	\$125,000	☐ State ☒ Federal ☐ Other	3

Contract Scope and Objective

Southwest Georgia RESA will provide in-depth leadership support to superintendents, principals, and assistant principals in the school districts served. The objective is to develop stronger leaders for the students, teachers, and communities served by Southwest Georgia RESA.

Performance, Criteria, and Results

Southwest Georgia RESA will provide leadership coaches for each principal and assistant principal serving in a rural school district. Coaches will maintain documentation of meetings, amount of time spent with each leader, goal setting, and end-of-coaching evaluation. Qualitative and quantitative data will be maintained to show the growth of each leader as well as how issues were addressed. Coaches will review and provide leadership support for the schools' improvement plans, as well as participate in supporting the work of school improvement specialists if the school is a Comprehensive Support and Improvement or Targeted Support and Improvement school. School Climate scores will be reviewed year to year to see improvement, as will leader interviews be conducted.

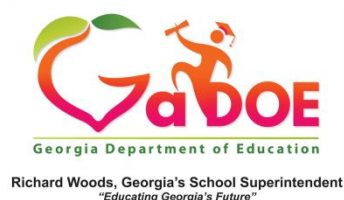
Contract Procurement Process

Non-bid process:

- ☐ Sole Source justification
Provide sole source justification here.
- ☒ Intergovernmental contract
- ☐ Statewide contract
- ☐ Exempt (Please select from the list below)
Choose an item.
- ☐ Other (Please describe below.)
Click here to enter text.

Program Name and Contact

Rural Education and Innovation: Deputy Superintendent, Dr. Bronwyn Ragan Martin

**\$50,000.01-\$250,000 New Contract****August 2022****Vendor****Chattahoochee/Flint RESA****Contract Details**

Contract Type	Contract Term	Contract Amount	Funding Source	Number of Possible Renewals
NEW	9/1/2022 – 6/30/2023	\$125,000	☐ State ☒ Federal ☐ Other	3

Contract Scope and Objective

Chattahoochee/Flint RESA will provide in-depth leadership support to superintendents, principals, and assistant principals in the school districts served. The objective is to develop stronger leaders for the students, teachers, and communities served by Chattahoochee/Flint RESA.

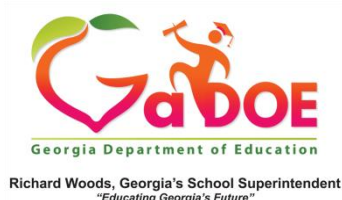
Performance, Criteria, and Results

Chattahoochee/Flint RESA will provide leadership coaches for each principal and assistant principal serving in a rural school district. Coaches will maintain documentation of meetings, amount of time spent with each leader, goal setting, and end-of-coaching evaluation. Qualitative and quantitative data will be maintained to show the growth of each leader as well as how issues were addressed. Coaches will review and provide leadership support for the schools' improvement plans, as well as participate in supporting the work of school improvement specialists if the school is a Comprehensive Support and Improvement or Targeted Support and Improvement school. School Climate scores will be reviewed year to year to see improvement, as will leader interviews be conducted.

Contract Procurement Process**Non-bid process:**

- ☐ Sole Source justification
Provide sole source justification here.
- ☒ Intergovernmental contract
- ☐ Statewide contract
- ☐ Exempt (Please select from the list below)
Choose an item.
- ☐ Other (Please describe below.)
Click here to enter text.

Program Name and Contact**Rural Education and Innovation; Deputy Superintendent, Dr. Bronwyn Ragan Martin**



\$50,000.01-\$250,000 Recurring Contract

August 2022

Vendor

LCOF Macon Operating LLC DBA Marriott Macon City Center

Contract Details

Contract Term	Contract Amount	Funding Source	Renewal # or Number of Years
4/1/2018 - 3/23/2023	\$137,206.70	☐ State ☐ Federal ☒ Other	Seven

Changes from Previous Year

None

Previous Year Performance, Criteria, and Results

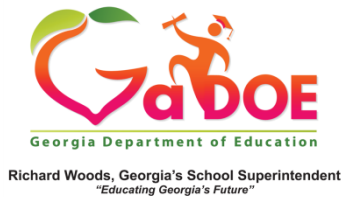
Satisfactory performance by the Marriott Macon City Center was assessed based on terms outlined in the open agency contract and detailed in the banquet event orders for each meeting. Onsite Marriott event staff were assigned to work with the Georgia Department of Education (GaDOE) planning committee throughout the duration of the meetings to ensure all criteria were met satisfactorily. Payment was not made until all deliverables had been met. We received satisfactory services from the Marriott Macon City Center.

Current Year Performance, Criteria, and Results

Satisfactory performance by the Marriott Macon City Center will be assessed based on terms outlined in the open agency contract and detailed in the banquet event orders for the Instructional Leadership Conference on February 28 – March 1, 2023. Onsite Marriott event staff will be assigned to work with the GaDOE planning committee throughout the duration of conference to ensure all criteria are met satisfactorily. Payment will not be made until all deliverables have been met.

Program Name and Contact

School Improvement
Stephanie Johnson, Deputy Superintendent of School Improvement



\$50,000.01-\$250,000 New Contract

August 2022

Vendor

Goodwill Industries Inc DBA Anderson Conference Center

Contract Details

Contract Type	Contract Term	Contract Amount	Funding Source	Number of Possible Renewals
NEW	5/31/2022 – 5/17/2023	\$140,000	☒ State ☐ Federal ☐ Other	4

Contract Scope and Objective

Provide meeting space and related services for School Improvement professional learning for division staff, RESA staff, and school and district leaders. This will include multiple meeting dates in FY23.

Performance, Criteria, and Results

The Georgia Department of Education (GaDOE) School Improvement contract manager will communicate with the Goodwill Industries Anderson Conference Center manager regarding all requirements for the meeting space. Meeting space setup, services, support, and expectations will be included in the meeting terms sales agreements. Satisfactory performance by the Goodwill Industries Anderson Conference Center will be assessed based on terms outlined in the open agency contract and detailed in the banquet event orders. Onsite conference center event staff will be assigned to work with the GaDOE planning committee throughout the series of professional learning sessions to ensure all criteria are met satisfactorily.

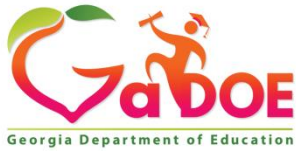
Contract Procurement Process

Non-bid process:

- ☐ Sole Source justification
Provide sole source justification here.
- ☐ Intergovernmental contract
- ☒ Statewide contract
- ☐ Exempt (Please select from the list below)
Choose an item.
- ☐ Other (Please describe below.)
Click here to enter text.

Program Name and Contact

Office of School Improvement
Stephanie Johnson, Deputy Superintendent



Richard Woods, Georgia's School Superintendent
"Educating Georgia's Future"

\$50,000.01-\$250,000 New Contract

Appendix 18

August 2022

Vendor

KPMG Family for Literacy

Contract Details

Contract Type	Contract Term	Contract Amount	Funding Source	Number of Possible Renewals
NEW	8/26/2022 – 6/30/2023	\$2,000	☐ State ☐ Federal ☒ Other	0

Contract Scope and Objective

KPMG Family for Literacy (KFFL), a not-for-profit focused on improving childhood literacy, has granted the Atlanta Area School for the Deaf (AASD) \$2,000 to be used for the purchase of books from First Book Marketplace, which is committed to elevating educational opportunities for children in need. This Board Item formally accepts this contribution from KFFL.

Performance, Criteria, and Results

The AASD Superintendent will ensure that books are received and purchased in accordance with their policies, and the Georgia Department of Education Accounts Receivable will monitor the accuracy and timeliness of KFFL's contribution.

Contract Procurement Process

Non-bid process:**

- ☐ Sole Source justification
Provide sole source justification here.
- ☐ Intergovernmental contract
- ☐ Statewide contract
- ☒ Exempt (Please select from the list below)
Learning Resources
- ☐ Other (Please describe below.)
Click here to enter text.

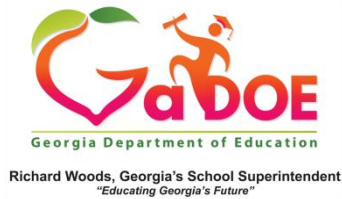
Bid process:**

- ☐ Request for Quote (RFQ)

** Board item can include only the section that is applicable to the contract.

Program Name and Contact

State Schools
Dr. Kenney Moore, Director

**\$50,000.01-\$250,000 Recurring Contract****August 2022****Vendor**

L4GA Grant - Georgia State University (GSU) Foundation

Contract Details

Contract Term	Contract Amount	Funding Source	Renewal # or Number of Years
9/3/2022 – 9/2/2023	\$150,000	☐ State ☒ Federal ☐ Other	3 of 5

Contract Objective

To conduct an analysis on how the Literacy for Learning, Living, and Leading in Georgia (L4GA) program is impacting students' literacy achievement outcomes on PreK, kindergarten thru 3rd grade, and grades 4th to 11th using literacy achievement data.

Changes in Contract Amount from Previous Year

No change from previous year.

Previous Year Performance, Criteria, and Results

In Year 2, the GSU Evaluation team worked to identify schools and local education agencies (LEA) that are evidencing better than expected impacts on students' literacy achievement. LEA's afterschool programs were identified, school practices were carefully examined to determine community, school, and classroom-based approaches that are responsible for better-than-expected outcomes.

The GSU team met weekly with the L4GA Research and Evaluation Specialist and monthly with the entire L4GA team. In addition, the GSU team provided a report outlining these results and also presented at the Literacy Research Association annual meeting. The team met with districts experiencing difficulties with data collection and with vendors to discuss technical aspects of assessments. Reported results were used by the L4GA team to update and plan technical assistance and professional learning as part of the grant's continuous improvement cycle.

Current Year Performance, Criteria, and Results

In year 3, the research and evaluation team will work with districts to answer the following questions:

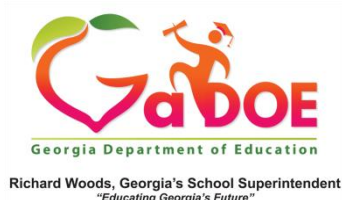
1. How is the L4GA program impacting students' literacy achievement outcomes on PreK, kindergarten thru 3rd grade, and grades 4th to 11th by using different literacy achievement metrics?
2. For programs demonstrating significant improvements in student achievement, what specific mechanisms, strategies and resources produced these gains?

The team will provide a report outlining these results and will present findings to L4GA districts at the Coordinators' Summit. The team will also continue to meet weekly with the L4GA Research and Evaluation Specialist and monthly with the entire L4GA team.

Program Name and Contact

Literacy for Learning, Living and Leading in Georgia 2019 (L4GA) Grant

Caitlin McMunn Dooley, Ph.D., Deputy Superintendent, Office of Teaching and Learning



\$50,000.01-\$250,000 Recurring Contract

August 2022

Vendor

L4GA Grant - Georgia Tech (Ga Tech) Research Corporation

Contract Details

Contract Term	Contract Amount	Funding Source	Renewal # or Number of Years
9/3/2022 – 9/2/2023	\$100,038.98	☐ State ☒ Federal ☐ Other	3 of 5

Contract Objective

To analyze patterns of relationships developed throughout the implementation of the Literacy for Learning, Living, and Leading in Georgia (L4GA) program by school systems through the use of social network analysis tools.

Changes in Contract Amount from Previous Year

+\$38.98

Previous Year Performance, Criteria, and Results

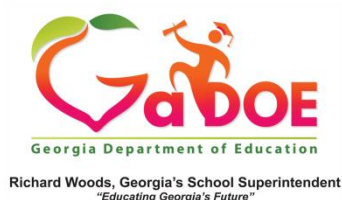
GA Tech's Center of Education Integrating Science, Mathematics and Computing (CEISMC) conducted the year 1 evaluation which consisted of surveys and interviews of district personnel and community partners. Analysis of the data provided a picture of the unique context of school-community partnerships operating within each participating L4GA school district. The L4GA team was provided a year one report on the findings. The CEISMC team delivered several presentations on the findings to stakeholder groups and department staff. This report assisted the L4GA team in continuous improvement efforts and identifying technical assistance priorities.

Current Year Performance, Criteria, and Results

Year three of the program evaluation will further explore how local education agency partnerships support important community, school, and student improvement. The contractor will conduct a follow-up survey with all districts and will provide a report based on this survey to L4GA districts.

Program Name and Contact

Literacy for Learning, Living and Leading in Georgia 2019 (L4GA 2019) Grant
Caitlin McMunn Dooley, Ph.D., Deputy Superintendent, Office of Teaching and Learning

**\$50,000.01-\$250,000 New Contract****August 2022****Vendor****GRE4T Grant: Tiesha Reed****Contract Details**

Contract Type	Contract Term	Contract Amount	Funding Source	Number of Possible Renewals
NEW	9/15/2022 – 9/14/2023	\$107,000	☐ State ☒ Federal ☐ Other	1

Contract Scope and Objective

To provide professional learning to support the expansion of the Georgia ReStart Embrace, Engage, Expand, and Enhance Learning with Technology (GRE4T) grant work to a second cohort of 30 new schools.

Performance, Criteria, and Results

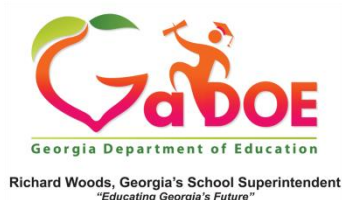
Georgia Department of Education (GaDOE) staff will meet with the program specialist weekly to review progress, school action plans, and analyze implementation of personalized learning strategies with assigned schools. The program specialist will provide monthly reports outlining work completed for each school, which will include coaching, training, and goals/strategies completed.

Contract Procurement Process**Non-bid process:**

- ☐ Sole Source justification
☐ Intergovernmental contract
☐ Statewide contract
☒ Exempt (Please select from the list below)
☐ Other (Please describe below.)

Program Name and Contact

GRE4T Initiative
 Caitlin McMunn Dooly, Ph.D., Deputy Superintendent, Office of Teaching and Learning

**\$50,000.01-\$250,000 New Contract****August 2022****Vendor**

GRE4T Grant - Yolanda Burns

Contract Details

Contract Type	Contract Term	Contract Amount	Funding Source	Number of Possible Renewals
NEW	9/15/2022 – 9/14/2023	\$107,000	☐ State ☒ Federal ☐ Other	1

Contract Scope and Objective

To provide professional learning to support the expansion of the Georgia ReStart Embrace, Engage, Expand, and Enhance Learning with Technology (GRE4T) grant work to a second cohort of 30 new schools.

Performance, Criteria, and Results

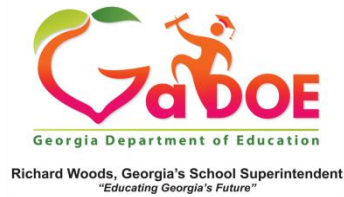
Georgia Department of Education (GaDOE) staff will meet with the program specialist weekly to review progress, school action plans, and analyze implementation of personalized learning strategies with assigned schools. The program specialist will provide monthly reports outlining work completed for each school, which will include coaching, training, participation, and goals/strategies completed.

Contract Procurement Process**Non-bid process:**

- ☐ Sole Source justification
☐ Intergovernmental contract
☐ Statewide contract
☒ Exempt (Please select from the list below)
☐ Other (Please describe below.)

Program Name and Contact

GRE4T Initiative
 Caitlin McMunn Dooly, Ph.D., Deputy Superintendent, Office of Teaching and Learning

\$50,000.01-\$250,000 Recurring Contract**August 2022****Vendor**

Edalex Pty Ltd.

Contract Details

Contract Term	Contract Amount	Funding Source	Renewal # or Number of Years
9/15/2022 – 10/14/2023	\$249,000	☐ State ☒ Federal ☐ Other	1 of 4

Contract Objective

openEQUELLA supports the agency content such as video, documents, and presentations. With the growth of Professional Learning and digital delivery; the needs of the platform have grown substantially.

Changes in Contract Amount from Previous Year

The amount has been increased from \$49,000 to \$249,000 as the needs of our agency users have evolved. Year one only included support for the application whereas the amendment and year two will include customizations to our instance, creation of analytics for stored objects, video analytics on user behavior, and integration with GaConnects ecosystem applications.

Previous Year Performance, Criteria, and Results

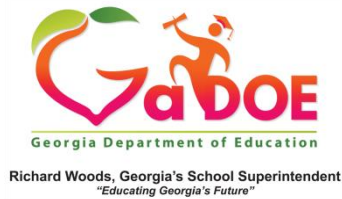
Last year, we worked with Edalex on 12 custom development support items and 9 support ticket items to resolve advanced errors. Development hours estimated a time spent on custom items over 75 hours. Support services included in the \$49,000 original contract estimated to be 243 hours.

Current Year Performance, Criteria, and Results

Contract is monitored by the Associate Superintendent of Technology Services based on approved project plan containing milestones and deliverables. EDALOX has delivered all services in accordance with the contract with favorable feedback. The vendor will invoice when deliverables in the agreement are completed. The Knowledge and Resource Manager will verify the items completions upon invoice submission.

Program Name and Contact

Joyce Bearden, Director of Knowledge and Resource Management
Dr. Keith Osburn, Chief Information Officer, Office of Technology Services



\$50,000.01-\$250,000 Recurring Contract

August 2022

Vendor

PW Educational Tools, LLC

Contract Details

Contract Term	Contract Amount	Funding Source	Renewal # or Number of Years
9/1/2022 – 8/31/2023	\$249,000	☐ State ☒ Federal ☐ Other	3

Contract Objective

This tool is needed to effectively deliver and engage educators and students in teaching and learning. This tool will assist Georgia in being Digital First and promoting 21st Century Standard of Learning. Inspire and SuitCASE are key factors in developing Georgia Department of Education's Strategic goals.

Changes in Contract Amount from Previous Year

none

Previous Year Performance, Criteria, and Results

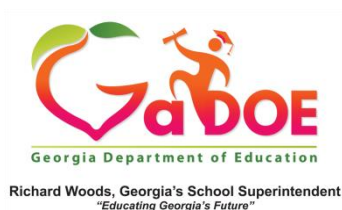
Develop and deploy a customized state standards visualization tool, standards authoring tool, (SuitCASE), as well as an engaging content platform, (Inspire).

Current Year Performance, Criteria, and Results

Enhance functionality of SuitCASE and Inspire, integrate additional applications from Connects to provide GaDOE staff, educators, parents and students, access to engaging content. Move beyond stand alone and stagnant academic standards. By creating an environment (SuitCASE) in which standards live digitally, standards and any exemplars can be updated or designed to support student mastery for all types of learners. Designing and developing an interactive application to curate resources/tools that are coherent and logically sequenced for classroom use. Ensuring relevant educational offerings that challenge students while nurturing their passion and potential.

Program Name and Contact

Angela Ingram Knowledge and Interoperability Manager
Dr. Keith Osburn, Chief Information Officer, Office of Technology Services



\$50,000.01-\$250,000 New Contract

August 2022

Vendor

1EDTech Consortium, Inc.

Contract Details

Contract Type	Contract Term	Contract Amount	Funding Source	Number of Possible Renewals
NEW	9/1/2022 – 8/31/2023	\$246,500	☐ State ☒ Federal ☐ Other	4

Contract Scope and Objective

Guide Georgia districts, charters, and RESAs toward secure data use, collection, and sharing using 1EdTech standards as well as implementation of TrustEd Apps. TrustEd Apps gives institutions a helping hand they need to reduce time and worry spent determining whether a particular edtech tool meets today's expectations in data privacy.

Performance, Criteria, and Results

GaDOE and Provider agree to work together to promote the TrustEd Apps Program and encourage GaDOE districts to take advantage of the benefits of TrustEd Apps and 1EdTech Affiliate membership. Provider will keep GaDOE informed of the number of districts currently participating in TrustEd Apps and other Affiliate member programs.

Contract Procurement Process

Non-bid process:

☐ Sole Source justification

Per Sole Source letter, there is no other membership available for purchase that would serve the same purpose or function.

☐ Intergovernmental contract

☐ Statewide contract

☒ Exempt

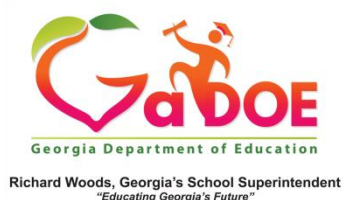
DOAS Service Category exemption for membership dues.

☐ Other (Please describe below.)

[Click here to enter text.](#)

Program Name and Contact

Nathan Miller, Chief Information Security Officer
Dr. Keith Osburn, Chief Information Officer, Office of Technology Services



\$50,000.01-\$250,000 New Contract

August 2022

Vendor

Georgia Department of Community Health

Contract Details

Contract Type	Contract Term	Contract Amount	Funding Source	Number of Possible Renewals
NEW	9/1/2022 – 5/31/2023	\$184,200	☐ State ☒ Federal ☐ Other	1

Contract Scope and Objective

Objective: GaDOE will provide funds to the Georgia Department of Community Health (DCH) to cover the costs of the Clinical Laboratory Improvement Amendments (CLIA) Certificate of Waiver for the 22-23 school year.

Scope: Any public or private school cluster or local education authority (LEA) whose laboratory-related activities warrant the CLIA Certificate of Waiver. Activities may include but are not limited to COVID-19 testing, diabetic testing, etc. The cost of these waivers is approximately \$180 each.

Performance, Criteria, and Results

Satisfactory performance will be determined by ensuring all LEAs who need to have this waiver in place have applied for it through DCH.

Contract Procurement Process

Non-bid process:

- ☐ Sole Source justification
 Provide sole source justification here.
- ☒ Intergovernmental contract
- ☐ Statewide contract
- ☐ Exempt (Please select from the list below)
 Choose an item.
- ☐ Other (Please describe below.)
 Click here to enter text.

Program Name and Contact

Office of Whole Child Supports – School Nursing
 Ashley Harris, Director, Whole Child Supports & Strategic Partnerships

State Charter Schools Commission of Georgia

Staff Recommendation 2022 Petition Cycle July 27, 2022

School:	The Anchor School
Attendance Zone:	The Anchor School will serve students statewide.
Grade Levels:	Sixth through Twelfth (6-12)
Staff Recommendation:	SCSC staff recommends that the petition for The Anchor School be approved by authorizing the SCSC Chair to execute a charter contract for the operation of a state charter school for an initial charter term of five (5) years.
Rationale:	The petition and information presented by The Anchor School met all requirements of rule and law and indicate that the school can operate as a high-quality charter school consistent with the SCSC's mission and the education goals of Georgia. The petition for The Anchor School articulates a unique education plan implemented through holistic academic development, personalized instruction, and culturally responsive teaching through real-world connections. The petition demonstrated the school's ability to operate as an LEA and the governing board's capacity to oversee the school's LEA obligations. The proposed budget demonstrates fiscal feasibility.
Link to Petition and Related Materials:	Click here to access the Anchor School Petition Materials

State Charter Schools Commission of Georgia

Staff Recommendation 2022 Petition Cycle July 27, 2022

School:	Sankofa Montessori
Attendance Zone:	Sankofa Montessori will serve students statewide.
Grade Levels:	Kindergarten through Eighth (K-8)
Staff Recommendation:	SCSC staff recommends that the petition for Sankofa Montessori be approved by authorizing the SCSC Chair to execute a charter contract for the operation of a state charter school for an initial charter term of five (5) years.
Rationale:	The petition and information presented by Sankofa Montessori met all requirements of rule and law and indicate that the school can operate as a high-quality charter school consistent with the SCSC's mission and the education goals of Georgia. The petition for Sankofa Montessori articulates a unique education plan implemented through use of Montessori learning materials and Montessori trained teachers to build each child's senses of independence and allowing students to pursue their interests while building knowledge. The petition demonstrated the school's ability to operate as an LEA and the governing board's capacity to oversee the school's LEA obligations. The proposed budget demonstrates fiscal feasibility.
Link to Petition and Related Materials:	Click here to access the Sankofa Montessori Petition Materials

CHARTER FOR THE ANCHOR SCHOOL

This charter for The Anchor School (“Charter”) is entered into by and between Anchor Schools, Inc. (“Petitioner”) and the State Charter Schools Commission (“SCSC”) (collectively referred to as “the parties”).

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

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

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

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

1. Definitions. The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, or the state accountability system, is amended otherwise:
 - a. Education Service Provider means a nonprofit or for-profit organization that contracts with charter schools to provide multiple educational, operational, or comprehensive management services, including, but not limited to, curriculum design, instructional resources, professional development, financial and operational management, facilities management, or any combination thereof.
 - b. Georgia Department of Education (GaDOE or Department) means the state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.
 - c. Governing Board means the governing board of the nonprofit organization for a state charter school and which is the same as the governing board of the state charter school which is involved in school-level governance of the state charter school.
 - d. Local Educational Agency (LEA) means a public authority legally constituted with Georgia for administrative control or direction of public elementary or secondary schools. The Charter School shall act as its own LEA pursuant to O.C.G.A. § 20-2-2090 and SBOE Rule 160-4-9.04, including but not limited to data reporting, student enrollment counting procedures, student achievement reporting, and funding allocations.
 - e. School Leader means the individual with the highest authority in school administration regardless of title.
 - f. State Board of Education (SBOE or State Board) means the constitutional authority which defines education policy for public K – 12 education agencies in Georgia.
2. Charter Term. The SCSC grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2022 and expiring on June 30, 2027.

The Anchor School

3. Grade Range. The Charter School shall serve grades 6-12. The Charter School's total enrollment shall be at least 102 students but shall not exceed 628 students (Enrollment Limit) at any point during the charter term.
4. Mission Statement. The Anchor School is a village of educators, families, and community members that partner with 6th through 12th grade students who are developing the knowledge, skills, and confidence to thrive in school and beyond. Through our commitment to excellent instruction, community partnerships, and holistic student development, we cultivate anchors that build a more just and equitable future.
5. Essential or Innovative Features. The Charter School shall focus on excellent instruction, holistic adolescent development, and strategic partnerships with community-based organizations.
6. Open Enrollment and Admissions. The Charter School shall comply with the open enrollment and admissions provisions set forth in O.C.G.A. § 20-2-2066. Enrollment shall be open to any student in accordance with the following criteria:
 - a. Attendance Zone. Enrollment shall be open to any grade level eligible student who resides in the State of Georgia.
 - b. Application. Prospective students must submit an application to the Charter School by the deadline set by the Charter School to be eligible for enrollment. The Charter School shall require proof of residency in the Attendance Zone at the time of application or enrollment.

The application process must comply with O.C.G.A. § 20-2-2066 and SCSC Rule 691-2-.05. The application shall only request information to identify the student and determine the grade to which the student will be enrolled, including the student's name and grade as well as basic contact information for the parent, such as a telephone number and email address. The Charter School may not use admissions criteria or applications that would not otherwise be used at a traditional public school, including requests for letters of recommendation, essays, resumes, or information regarding a student's school or community activities, grades, test scores, attendance record, or disciplinary history. The Charter School may gather other relevant information from students in compliance with applicable law after enrollment is determined.

- c. Random Lottery. If the number of timely applicants received by the Charter School exceeds the capacity of a program, class, grade level, or building, the Charter School shall ensure that such applicants have an equal chance of being admitted through a random selection process in accordance with O.C.G.A. § 20-2-2066(a)(1)(A) and SCSC Rule 691-2-.05. The Charter School shall not conduct more than one lottery per grade per admissions cycle.
- d. Statutory Enrollment Priorities. In accordance with O.C.G.A. § 20-2-2066(a)(1)(A) and SCSC Rule 691-2-.05, the Charter School may give enrollment priority to the following categories of applicants and in the following priority:
 - i. A sibling of a student enrolled in the Charter School; and
 - ii. A student whose parent or guardian is a member of the governing board of the Charter School or is a full-time teacher, professional, or other employee at the Charter School.

The Anchor School

- e. Outreach and Marketing. The Charter School shall utilize reasonable outreach and marketing measures to make all potential applicants aware of opportunities for enrollment at the Charter School, including, but not limited to, seeking the enrollment of a cross section of the school-age population throughout the attendance zone, consistent with the requirements of O.C.G.A. § 20-2-2066. The SCSC, upon a finding that the outreach and marketing measures taken by the Charter School are inconsistent with applicable law or the representations made by the Charter School in the Application and/or other representations or submissions to the SCSC, may require the Charter School to take further action, including but not limited to, requiring the Charter School to extend its enrollment period, delay or void its random lottery, and/or conduct further specified outreach and marketing steps.
 - f. Use of Parental Agreements for Withdrawal or Reenrollment. The Charter School may adopt policies setting forth parental volunteer or service expectations and may require parent to sign an acknowledgement of those expectations. The Charter School may not withdraw, decline to reenroll, or otherwise discipline a student for a parent's failure to meet such expectations. The Charter School may not communicate to a student or parent that it has the authority to withdraw, decline to reenroll, or otherwise discipline a student for a parent's failure to meet volunteer or service expectations.
 - g. Enrollment Opportunity. The Charter School shall also ensure open enrollment for each grade served for which space is available and shall not adopt any policy or practice that restricts enrollment to specific grade levels within the grade span served by the school or to a particular class of students served by the school. The Charter School must offer at least one annual enrollment opportunity for each grade served for which space is available.
7. Maximum Flexibility Allowed by Law. In exchange for the Charter School's agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 9 below, the SCSC grants the maximum flexibility allowed by law to the Charter School. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter School shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by a local board of education, the SBOE, or the GaDOE. Notwithstanding this maximum flexibility, the Charter School shall comply with the terms of this Charter, the Charter Schools Act, including the provisions set forth in Section 16 below, and any rules, regulations, policies, or procedures established by the SCSC consistent with the Charter Schools Act.
8. Accreditation. [If serving grades 8-12] The Charter School shall seek accreditation from an approved accrediting agency identified in O.C.G.A. § 20-3-519(6.1)(A) within the first three years of the initial charter term or prior to a student's graduation and shall retain accredited status thereafter. The Charter School understands that the loss of accreditation from an agency identified in O.C.G.A. § 20-3-519(6.1)(A) constitutes grounds for termination of this charter contract.
9. Comprehensive Performance Framework and Performance Expectations.
- a. Incorporation Into Charter Contract. The Comprehensive Performance Framework (CPF) adopted by the SCSC shall be incorporated into the Charter as Exhibit A. The CPF shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and organizational performance metrics set forth in the Application and not explicitly incorporated into

The Anchor School

the CPF or this charter contract. The specific terms, forms and requirements of the CPF, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the SCSC and will be binding on the Charter School. Material amendments to the CPF shall require approval by the SCSC and shall be automatically incorporated into this Charter Contract upon SCSC approval without further amendment to the Charter Contract. If such modifications or amendments are required, including modifications to address amended laws, the SCSC will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the CPF.

- b. Monitoring and Reporting. In accordance with SCSC Rule 691-2-.03, the SCSC shall monitor the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the CPF, as well as other applicable rules and laws. The SCSC shall publicly report the Charter School's achievement and compliance at least annually following the completion of the Charter School's first year of operation.
- c. Performance Expectations. **The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the CPF shall provide the basis upon which the SCSC will decide whether to renew the Charter School's Charter Contract at the end of the charter term. This section shall not preclude the SCSC from considering other relevant factors in making renewal decisions.**
- d. Mission-Specific Goals. The operational portion of the CPF incorporated as Exhibit A, holds the Charter School accountable for the following mission-specific goals:
 - i.
 - ii.
- e. Performance Review Presentations. In the event that the Charter School fails to meet standards in accordance with the CPF, the Charter School may be required to make an annual, in-person report to the Commission ("Performance Review Presentation"). At least one Board member and one staff member must attend the Annual Performance Review Presentation. Presentations shall be in the form and manner requested by the SCSC.

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

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

12. Withdrawal Without Penalty. The Charter School shall comply with the provisions of O.C.G.A. § 20-2-2066(d) for withdrawing students. The Charter School agrees that a student may withdraw without penalty

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from the Charter School at any time and enroll in another public school in the local school system in which such student resides.

13. State and Federally Mandated Educational Services.

- a. Students with Disabilities. The Charter School shall comply with all federal education laws and regulations applicable to students with disabilities, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act.
- b. English Language Learners. The Charter School shall comply with all applicable federal laws and regulations relating to the provision of education services to English Language Learners.
- c. Supplemental Education. The Charter School shall provide supplemental education services in required cases pursuant to the Elementary and Secondary Education Act, including its reauthorization as the Every Student Succeeds Act and any subsequent amendment thereto and provisions of state law or regulation that implement federal law.
- d. Remediation. The Charter School shall provide remediation in required cases pursuant to the Elementary and Secondary Education Act, including its reauthorization as the Every Student Succeeds Act and provisions of state law or regulation that implement federal law.

14. Governance Structure.

- a. Governing Board. The Charter School shall utilize an autonomous governing body in the form of a governing board (Governing Board), which shall operate in accordance with its bylaws and which shall be responsible for complying with and carrying out the provisions of this Charter, including compliance with all applicable law. The Governing Board shall exercise substantive control over such areas as personnel decisions, financial decisions, curriculum and instruction, resource allocation, establishing and monitoring the achievement of school improvement goals, and school operations, which are listed by way of example and not by limitation. Pursuant to O.C.G.A. § 20-2-2084(e), all members of the Governing Board shall be United States citizens, residents of Georgia, and shall not be employees of the Charter School.
- b. Function. It shall be the function of the Governing Board to uphold the Charter School's mission and vision, to set policy for the Charter School, to work collaboratively with school officials to ensure the Charter School complies with the performance goals enumerated in Section 9 above, to ensure effective organizational planning, and to ensure financial stability of the Charter School.
- c. Public Meetings.
 - i. Open Meetings Act. The Governing Board is subject to and shall comply with the Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and any subsequent amendment thereof.

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- ii. Regular Meetings. The Governing Board shall conduct regular meetings consistent with principles of transparency and avoid actual or apparent conflicts of interest in the governance of the Charter School. The Governing Board shall conduct no less than ten (10) regular meetings each state fiscal year.
 - iii. Called Meetings with Less than 24 Hours' Notice. In addition to adhering to the specific notice requirements in the Open Meetings Act, if the Governing Board schedules a called meeting (i.e., a meeting that is not regularly scheduled) with less than twenty-four (24) hours' notice, the Governing Board shall also notify the SCSC Executive Director or his or her designee of the meeting via electronic mail or phone immediately after scheduling the called meeting.
 - iv. The Governing Board shall not vote on any official business, policy or public matter by e-mail.
- d. Public Records and Transparency. The Governing Board is subject to and shall comply with the Open Records Act, O.C.G.A. § 50-18-70 *et seq.*, and any subsequent amendment thereof. Pursuant to O.C.G.A. § 50-18-70(b)(2) the Governing Board shall ensure that all public records that are maintained or received by a private person or entity in the performance of a service or function for or on behalf of the Charter School are available to the public in the same manner and extent as records collected or maintained by the Charter School. The Governing Board shall maintain its adopted policies, budgets, meeting agendas and minutes, financial audits, and annual reports, and shall make such documents available for public inspection. Additionally, to promote transparency, the Charter School shall ensure that the following information, at a minimum, is easily accessible on the Charter School's website:
- i. Governing Board membership;
 - ii. Governing Board meeting calendar;
 - iii. Meeting agendas for upcoming Governing Board meetings;
 - iv. Meeting minutes for past Governing Board meetings unless the Georgia Open Meetings Act limits their publication;
 - v. Procedure for contacting School Leader;
 - vi. Procedure for contacting the Governing Board;
 - vii. Any admissions application utilized by the school;
 - viii. Notification of enrollment and admission procedures required by SCSC Rule 691-2-.05, including the date, time, and location of any upcoming enrollment lottery;
 - ix. Annual operating budget or summary thereof as required by O.C.G.A. § 20-2-167.1; and
 - x. The Charter School's charter contract.

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

15. Fiscal Control.

- a. Financial Reporting Requirements. The Charter School shall follow the financial requirements of the GaDOE's Financial Management for Georgia Local Units of Administration Manual, for all funds received by the Charter School. This expressly includes, but is not limited to, developing and adhering to financial policies, preparing and adhering to operating budgets, accounting procedures, managing cash and investments, and segregation of duties and internal controls. The Charter School shall submit all information required by the State Accounting Office for inclusion in the State of Georgia Comprehensive Annual Financial Report.
- b. Annual Audit. The Charter School shall have an annual financial audit conducted by an independent certified public accountant licensed in the State of Georgia. The Charter School will submit their annual financial audit to the SCSC by November 1 each year **or as otherwise required by applicable law**. If the Charter School does not meet standards on the financial or operational

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sections of the CPF in the previous year, the SCSC may require the Charter School to utilize an independent certified public accountant selected by the SCSC to perform the subsequent year's annual audit.

- c. Financially At-Risk Schools. If the Charter School does not meet standards on the financial section of the CPF and/or demonstrates negligence which may lead to material financial misstatements of the Charter School's fiscal performance, the Charter School may be designated as financially at-risk and require more frequent financial monitoring. The nature of the additional financial monitoring will be determined by the SCSC Executive Director.
- d. Chief Financial Officer. The Charter School shall designate a Chief Financial Officer. The Chief Financial Officer may be a contractor rather than a school employee; however, the SCSC will hold the Charter School accountable for all financial operations of the Charter School. The Chief Financial Officer shall possess the following minimum qualifications:
 - i. A baccalaureate or higher degree in business, accounting, or finance from an accredited college or university and a minimum of four (4) years' experience in a field related to business or finance; or
 - ii. Documented experience of ten (10) or more years in the field of business and financial management.
- e. Federal Monitoring Requirements. The Charter School shall comply with all federal monitoring requirements related to the receipt of federal funds.
- f. Charter School Program Eligibility. In the event the Charter School seeks grant funds under the Federal Charter School Program, the Charter School must satisfy all federal eligibility requirements as a prerequisite to applying for and receiving such funds.
- g. Insurance. Prior to opening, the Charter School shall secure adequate insurance coverage and the Charter School shall maintain such coverage throughout the charter term in accordance with the laws of the State of Georgia.
- h. Surplus Funds. Under no circumstances shall any surplus be distributed to the Charter School's board member(s), educational service provider or educational management organization. This subsection shall be construed consistent with the provisions of O.C.G.A. § 20-2-167(a)(5).
- i. Responsibility for Debts. The Charter School is solely responsible for all debts incurred by the Charter School and its Governing Board. Except as agreed hereto, the SCSC shall not be

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contractually bound to the Charter School or to any third party with whom the Charter School has a contract or from whom the Charter School has purchased goods or services.

- j. Distribution of Funds and Assets. If the SCSC terminates the Charter or the Charter expires, the Governing Board shall conclude the business and affairs of the Charter School and cooperate with the SCSC to the extent necessary to provide an orderly return of the students to their local school. The Charter School shall remit any surplus or unencumbered funds derived from state or federal grants existing as of the effective date of termination or expiration (“closure date”), and any furniture, equipment or other assets purchased with state or federal grant funds, to the SCSC in the manner specified by SCSC within sixty (60) days of the closure date. All other assets of the Charter School shall revert to the SCSC after the Charter School’s liabilities are satisfied. The SCSC is not responsible for the Charter School’s unpaid debts in the event the Charter School does not have sufficient funds to pay all of its debts as of the closure date.
 - k. Preference in Contracting. The Charter school shall give preference in contracting and purchasing of services and materials to businesses identified in O.C.G.A. § 20-2-2084(d)(2).
 - l. Acquiring Debt. The Charter School shall inform the SCSC Executive Director before acquiring debt with a repayment schedule that exceeds the length of the current charter term, including but not limited to: monies derived from loans from financial institutions or through the sale of bonds.
 - m. Deficit Reduction. If at any time during the charter term the SCSC determines that the Charter School has a negative cash balance or an unrestricted days cash of less than fifteen (15) days, the Charter School may be required to submit a financial risk-avoidance plan, monthly SCSC Fiscal Compliance Template reports and monthly bank statements from all banks utilized by the Charter School. Submission shall be in the form and manner specified by the SCSC Executive Director. This subsection shall not be construed to limit any other SCSC authority to require the Charter School to submit additional financial reports unrelated to deficit reduction.
16. Compliance with Other Laws, Rules, and Regulations. The Charter School shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws that may not be waived pursuant to O.C.G.A. § 20-2-2065, including, but not limited to, the following provisions:
- a. Civil Rights, Insurance, Health, Safety, and Conflicting Interests. The Charter School shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions and the prevention of unlawful conduct.

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- b. Asbestos Remediation. The Charter School shall comply with the terms of any applicable asbestos remediation plan.
- c. Unlawful Conduct. The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.
- d. Student Conduct and Discipline. The Charter School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.
- e. State Board of Education Rules. The Charter School shall operate in accordance with all SBOE Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 7 above.
- f. Prohibition on Discrimination. The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, academic ability, the need for special educational services, or any other characteristic protected by local, state, or federal law.
- g. Reporting Requirements. The Charter School shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320, and 20-2-740.
- h. Tuition. The Charter School shall not charge tuition or fees to its students except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.
- i. Brief Period of Quiet Reflection. The Charter School shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.
- j. Individual Graduation Plans. The Charter school shall comply with O.C.G.A. § 20-2-327 related to Individual Graduation Plans.
- k. Family Educational Rights and Privacy Act. The Charter School is subject to all provisions of the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. In the event the Charter School closes, it shall transmit all official student records in the manner prescribed by the State Board.
- l. QBE Formula Earnings. The Charter School acknowledges that criteria used to calculate Quality Basic Education (QBE) funding may not be waived.
- m. School Nursing Program. The Charter School shall implement a nursing program in accordance with O.C.G.A. § 20-2-771.2.

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- n. Student Fees and Charges. The Charter School shall comply with SBOE Rule 160-5-1-.12 to preserve the rights of students regarding payments and fees.
17. SCSC Administrative Withhold: Pursuant to O.C.G.A. § 20-2-2089, the SCSC is authorized to withhold up to three (3) percent of the Charter School's funds received through O.C.G.A. § 20-2-2089(a)(1) for administering the duties required of the SCSC pursuant to O.C.G.A. § 20-2-2083.
- a. Return of SCSC Administrative Withhold Funds. Upon satisfaction of annually budgeted expenses, the SCSC may vote to return any surplus funds from its authorized administrative withhold to its Charter Schools on a pro rata basis. The SCSC does not guarantee any surplus of funds.
 - b. Restrictions on Returned SCSC Administrative Withhold Funds. Pursuant to a vote by the SCSC, the SCSC may place reasonable restrictions on any returned administrative withhold funds for reasons including, but not limited to, the failure to meet performance expectations based on the CPF and material breaches of its Charter Contract.
18. Education Service Providers. If the Charter School elects to contract or amend a contract with an Education Service Provider at any point during the term of the Charter, the Charter School shall seek and receive approval of the contract or amendment from the SCSC Executive Director prior to the execution of the contract or amendment.
19. Compliance with the Rules, Practices, Policies, and Procedures of the SCSC. The Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the SCSC under the authority granted by O.C.G.A. §§ 20-2-2080 *et seq.*
20. Employment Matters. Individuals employed at the Charter School shall not be considered employees of the State Board, Department, or the SCSC.
- a. Criminal Record Checks. The Charter School shall adopt criminal record check procedures. The Charter School shall comply with all provisions of O.C.G.A. § 20-2-211.1 relating to fingerprint and criminal record checks for all prospective staff members or any individual that will have substantial contact with students prior to beginning work at the Charter School or having contact with students.
 - b. Clearance Certificates. The Charter School shall comply with O.C.G.A. § 20-2-211.1 which requires all teachers, school administrators, and other education personnel employed by a local unit of administration to hold a valid clearance certificate issued by the Georgia Professional Standards Commission (PSC).

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- c. Teachers' Retirement System. All qualified teachers at the Charter School shall be members of the Teachers Retirement System of Georgia ("TRS") and subject to its requirements. The Charter School is responsible for making arrangements with TRS and making monthly contributions for its teachers in accordance with state requirements. For the purposes of this subsection, the term "teacher" shall have the definition provided in O.C.G.A. § 47-3-1.
 - d. Employment Preference. The Charter School shall comply with O.C.G.A. § 20-2-2084(d)(1) regarding employment preference. The Charter School shall maintain and provide the SCSC, upon request, documentation to support the Charter School's compliance with O.C.G.A. § 20-2-2084(d)(1), including but not limited to: all advertisements for open positions, resumes received by the Charter School and records of interviews conducted by the Charter School. The Charter School shall not use third-party contractors to circumvent the requirements of this subsection.
 - e. Performance Evaluation System. The Charter School shall utilize the performance evaluation system adopted by the State Board pursuant to O.C.G.A. § 20-2-210 for all personnel for which it is required by rule or law, including personnel employed by an educational management organization or other educational service provider. At least two individuals employed by the Charter School shall be credentialed to administer the teacher evaluation system. At least two (2) individuals employed by the Charter School or on the Charter School Governing Board shall be credentialed to administer the leader evaluation system. The Charter School may not delegate the evaluation of its School Leader to any individual or entity who is not a member of the Charter School Governing Board.
 - f. School Personnel. Teachers and other instructional staff and faculty must be employees of the Governing Board and may not be employed by an Educational Service Provider or other entity affiliated with an Educational Service Provider. The School Leader may be employed by an Educational Service Provider only if the Governing Board retains the authority to select and dismiss that individual from service at the Charter School. Non-instructional staff, such as the Chief Financial Officer, business manager, bookkeeper, maintenance personnel, may be employed by entities other than the Governing Board; however, the Governing Board shall remain responsible and accountable for all operations, compliance, and performance of any and all selected contractors. The Governing Board shall ensure that the School Leader establishes a regular and ongoing physical presence in the school that allows the individual to oversee daily operations.
21. Record Inspection. Subject to state and federal laws, the SBOE, the GaDOE and their agents, the SCSC and their agents and the State Auditor's office shall have the right to examine and copy all records, reports, documents, and files relating to any activity, program, or student of the Charter School. Any records maintained by a vendor for the services it performs on behalf of the Charter School that relate to school-level operations (such as personnel and financial records) shall be available for immediate access by the school as well as the State Board, Department, SCSC, and State Auditor in accordance with this section.
22. Record Retention. In the event of closure, the Charter School shall ensure the maintenance and retention of appropriate records and shall provide for such maintenance and retention at the school's expense. The

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Charter School shall adopt a records retention policy that aligns with the requirements of SBOE Rule 160-5-1-.14 “Transfer of Student Records” and accompanying Guidance. Neither the GaDOE nor the SCSC shall be required to assume possession of school-level records. Failure to comply with or appropriately delegate this duty may be considered a breach of contract. Upon exhaustion of applicable retention schedules and upon request from the Charter School or its authorized representative, the SCSC may facilitate coordination for the transfer of remaining permanent records to the Georgia Archives.

23. Facilities.

- a. Approval of Site and/or Facility. The Charter School shall obtain proper approval in accordance with SCSC Rule 691-2-.06 for all sites and/or facilities prior to committing to any certificate of lease or ownership, prior to commencing any construction and prior to student occupation. If the Charter School contracts with an architect, construction manager, or other construction professional to manage the site or facility selection and development process, the SCSC will continue to hold the Charter School accountable for adhering to the requirements for site and facility approval. The Charter School shall not add or change facilities without approval from both the SCSC Executive Director and GaDOE’s Facilities Services Division (“Facilities Service Division”). The Charter School shall contact the Facilities Services Division regarding the following:
 - i. Site Approval. The Charter School shall contact the Facilities Services Division to obtain site approval as soon as practicable. Failure to provide at least a six (6) months’ notice to the Facilities Services Division prior to the proposed site’s occupation may delay the Charter School’s opening date. Once site approval has been granted, the Charter School will be issued a site code. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to site approval.
 - ii. Architectural Review. The Charter School shall submit and have approved by the Facilities Services Division all architectural plans for any facility that will house the Charter School during the charter term. The Charter School shall not commit to any certificate of lease or ownership, commence any construction, nor allow student occupation prior to architectural review and Facilities Services Division approval.
 - iii. School Code Approval. After securing both site approval and architectural review approval a school code shall be obtained. The Charter School shall contact the GaDOE and make a request for a school code. The Charter School shall properly obtain a school code prior to occupancy of the site and/or facility.

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- b. Prior to opening the Charter School and prior to students occupying any proposed facility, including new facilities to be occupied during the charter term, the Charter School shall obtain and submit the following documents to the SCSC:
- i. Documentation of Ownership or Lease Agreement. The Charter School shall obtain documentation of ownership or the lease agreement for the facility that will house the Charter School.
 - ii. Certificate of Occupancy. The Charter School shall obtain a Certificate of Occupancy for the facility in which the Charter School shall be located.
 - iii. Emergency Safety Plan. The Charter School shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185, which plan shall be submitted to the local emergency management agency that oversees the area in which the school is located.
24. Transportation. To the extent the Charter School offers a transportation program for its students, the Charter School shall ensure that the program complies with all applicable laws governing transportation of students.
25. Food Services. To the extent the Charter School offers a food service program, the Charter School shall ensure that the program complies with all applicable laws governing food service for students.
26. Projected Enrollment. For the purpose of funding students enrolled in the Charter School each year the Charter School offers a new grade level, the Charter School may be required to provide the SCSC a projected student enrollment count that includes prospective student names, Georgia Testing Identifier (GTID), if available, and any other information as requested by the SCSC. The Charter School shall provide this information by the deadline established by the SCSC and in the form and manner as requested by the SCSC. The information provided by the Charter School pursuant to this section may be verified by the SCSC through an onsite visit or by other means.
27. Data Collections. The Charter School assumes sole responsibility for accurate and timely collection and transmission of required data submissions to the SCSC and other government agencies, including but not limited to: the GaDOE, the Georgia Professional Standards Commission, and the United States Department of Education. The Charter School shall utilize a Student Information System that is compatible with the system utilized by the GaDOE. Upon signature of the charter contract, the Charter School affirms its understanding that inaccurate or untimely data may have an adverse impact to the academic, financial and operational standing of the school and further affirms its understanding that the SCSC does not guarantee any opportunity or ability to correct any data reporting errors made by the Charter School.

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28. Required Trainings.

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

29. Termination of Charter.

- a. Termination Procedures. The parties acknowledge and agree that this Charter may be terminated following the procedures set forth in O.C.G.A. § 20-2-2068, any applicable rule of the State Board, or SCSC Rule 691-2-.04.
- b. Grounds for Termination. The Charter School acknowledges that this Charter may be terminated for any reason set forth in law or any applicable rule of the State Board or SCSC, including, but not limited to:
 - i. The Charter School's failure to comply with any material provision set forth in this Charter, provided that they shall be notified by certified mail and be given thirty (30) days from receipt of notice to cure the breach. The nature and outcome of the breach shall be memorialized and maintained by the SCSC in accordance with applicable record retention schedules;
 - ii. The Charter School's failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;
 - iii. The Charter School's failure to adhere to any material term of this Charter, including but not limited to the performance goals set forth in Section 9 above;
 - iv. The Charter School's failure to meet generally accepted standards of fiscal management;
 - v. The Charter School's violation of applicable federal, state, or local laws, or court orders;

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- vi. The existence of competent substantial evidence that the continued operation of the Charter School would be contrary to the best interests of the students or the community;
- vii. The Charter School's failure to comply with any provision of the Charter Schools Act; or
- viii. The existence of conditions that place the health, safety, or welfare of students or staff of the Charter School in danger.

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

- a. Student Transition Plan. The Charter School shall create a transition plan to facilitate its students' transition to other educational institutions. The transition plan shall outline a variety of educational options available to students including traditional public schools, locally approved charter schools, state charter schools, and private educational options. The transition plan shall include protocols to ensure the appropriate transfer of student records. The Charter School shall provide the transition plan to the SCSC and parents of enrolled students within fourteen (14) calendar days of its decision to cease operations or the SCSC's decision to terminate or non-renew the Charter School's charter contract;
- b. School Records. The Petitioner shall retain ownership, including all incumbent responsibilities of an operational state charter school, of all records for a period of one year from the later of the date the charter contract expired, the date the charter contract was terminated, or the date the state charter school ceased operations. Incumbent responsibilities include, but are not limited to, transferring student records to public or private schools, schools operated by the Department of Juvenile Justice, and the local school system or schools from which the records are requested. After the one-year period, the Petitioner shall transfer all records, including student records, to the SCSC in the format and manner specified by the SCSC.
- c. School Website. The Charter School shall maintain the website of the Charter School for a minimum of six (6) months from the date education operations cease. For the purposes of this section, education operations mean any period during which instruction is provided by the Charter School to enrolled students. At minimum, the website shall include contact information and instructions regarding requests for student and employee records;
- d. Notification. The Charter School shall make reasonable efforts to inform stakeholders of the school's closure, including the staff and parents, general public, appropriate local districts, and creditors;
- e. Closure Monitor. The SCSC Executive Director will appoint an individual to monitor the closure activities of Charter School ("Closure Monitor") within fourteen (14) calendar days of its decision

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to cease operations or the SCSC's decision to terminate or non-renew the school's charter contract. The SCSC shall be responsible for all costs and expenses of the Closure Monitor;

- f. Duties of Closure Monitor. The Charter School shall remain responsible for fulfilling all legal and contractual duties, including those arising from this Charter. The role of the Closure Monitor shall be to review the Charter School's actions to conclude its financial affairs, settlement of accounts, disposition of assets, return of surplus to the SCSC, and provision for maintaining student, employee, and school records in accordance with applicable retention schedules beyond the operation of the Charter School. The Closure Monitor shall notify the SCSC of any action taken by the Charter School that is inconsistent with the its legal or contractual obligations. The Charter School shall allow the Closure Monitor access to all records, reports, documents, and files pertaining to any activity or program of the Charter School;
- g. Closure Process. The Charter School shall align closure activities to the SCSC Closure Guide in a form and manner as requested by the SCSC to ensure orderly closure of the Charter School; and
- h. Surety. The Charter School shall maintain a surety bond throughout the entirety of its charter term and six months following the conclusion of the charter term to assure the faithful performance of the duties of the school and its employees, including the fulfillment of Charter School's obligations in closing the financial affairs in the event the school ceases operation. The bond shall be in an amount no less than \$100,000.00 to be payable to the State of Georgia through the State Charter Schools Commission. The bond shall be furnished by a company authorized to do business in Georgia. The provisions of this subsection shall not be interpreted to preclude Charter School from obtaining liability insurance coverage or surety or fidelity bonds in addition to or in excess of the requirements of this subsection.

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

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

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- c. Probationary Term. In the event the SCSC determines that the Charter School has failed to comply with any provision of this Charter, the SCSC may elect to grant a renewal for a probationary term, within which term the Charter School must come into compliance satisfactory to the SCSC.
- 32. Temporary Extension. At the discretion of the SCSC, this Charter may be extended for a grace period not exceeding sixty (60) days.
- 33. Amendments to the Charter. Any material term of this Charter, to be determined by the SCSC, may be amended in writing upon the approval of the SCSC and a majority of the Governing Board of the Charter School. Any proposed amendment shall be made in accordance with SCSC Rule.
- 34. Administrative Clarifications. Any clarification to a non-material term of this Charter, as determined by the SCSC, shall be submitted in writing to the SCSC for review. Any non-material term of this Charter may be clarified upon in writing by SCSC staff.
- 35. Indemnification.
 - a. The Charter School agrees to indemnify, defend and hold harmless the GaDOE, the SCSC, and the State Board, their officials, officers, employees, agents, volunteers, and assigns (all of whom hereinafter may collectively be referred to as "Indemnitees"), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to the Charter School's employees), patent, copyright, or infringement on any intellectual property rights, or loss or destruction of property (including loss of use, damage or destruction of Indemnitee owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the Charter School, their employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to their performance of this Charter regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.
 - b. The Charter School shall be excused from their indemnification obligations above: (a) If the claims, demands, suits, actions, proceedings, losses, liabilities arise solely and exclusively out of the negligence of the Indemnitee seeking indemnification; or (b) If the Indemnitee fails to (i) provide written notice of the third party claim or suit within a reasonable time, (ii) cooperate with reasonable requests of the Charter School related to the indemnification; or (iii) assist the Charter School with the defense of such claim or suit.

The Anchor School

- c. The Charter School's obligations to indemnify any Indemnitee shall survive the completion, expiration, or termination of this Agreement for any reason.
36. Non-Agency. The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the State Board, Department, or SCSC except as required by law or this Charter. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the State Board, Department or SCSC to any third party.
37. Delegation. The Charter School acknowledges and agrees that the functions and powers provided for in this charter may be exercised only by the Charter School and may not be delegated to a third party without written agreement by the parties.
38. Assignment. This Charter shall not be assigned or transferred by the Charter School unless consented to in writing by the SCSC.
39. Third-Party Beneficiaries. There are no third-party beneficiaries to this Charter. The Charter School's staff, students, parents, or related organizations are not beneficiaries to this Charter.
40. Application of Amended Law. This Charter is subject to applicable federal and state laws, rules and regulations and shall be deemed amended to reflect applicable changes to those laws upon the effective date of any such change.
41. Non-Waiver. No waiver of any breach of this Charter shall be held as waiver of any other or subsequent breach.
42. Severability. If any provision of this Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in full force and effect.
43. Contradicting or Conflicting Provisions. If any provision of the Charter is determined to contradict or conflict with any other provision of the Charter, the contradiction or conflict shall be resolved in favor of the broad flexibility guaranteed pursuant to O.C.G.A. § 20-2-2065 *et seq.*
44. Governing Law and Venue. This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. This Charter shall be interpreted in accordance with O.C.G.A. §§ 20-2-2060 *et seq.* and §§ 20-2-2080 *et seq.*, as amended within the term of this Charter. Any action brought by one party to this Charter against another party shall be brought in the Superior Court of Fulton County.
45. Entire Agreement. This Charter sets forth the entire agreement between the Petitioner, and the SCSC with respect to the subject matter of this Charter. All prior contracts, representations, statements, negotiations, understandings, and undertakings between the Petitioner and the SCSC are superseded by this Charter.

The Anchor School

The Charter shall not preclude the Charter School from entering into or maintaining any agreement with the Local Board provided no such agreement supersedes, overrides or conflicts with any provision of this Charter. The petition submitted to the SCSC serves only as the formal application for the Charter School and does not constitute a contract between the SCSC and the Petitioner. This Charter supersedes and overrides any provisions contained in the petition that conflict with this Charter.

Buzz Brockway, Chairperson
STATE CHARTER SCHOOLS COMMISSION

(Date)

Governing Board President,
ANCHOR SCHOOLS, INC.

(Date)

CHARTER FOR SANKOFA MONTESSORI

This charter for Sankofa Montessori (“Charter”) is entered into by and between Sankofa Montessori, Inc. (“Petitioner”) and the State Charter Schools Commission (“SCSC”) (collectively referred to as “the parties”).

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

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

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

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

1. Definitions. The terms below will be interpreted in accordance with the following definitions, unless and until federal or state law, or the state accountability system, is amended otherwise:
 - a. Education Service Provider means a nonprofit or for-profit organization that contracts with charter schools to provide multiple educational, operational, or comprehensive management services, including, but not limited to, curriculum design, instructional resources, professional development, financial and operational management, facilities management, or any combination thereof.
 - b. Georgia Department of Education (GaDOE or Department) means the state agency charged with the fiscal and administrative management of certain aspects of K – 12 public education, including the implementation of federal and state mandates. Such management is subject to supervision and oversight by the State Board of Education.
 - c. Governing Board means the governing board of the nonprofit organization for a state charter school and which is the same as the governing board of the state charter school which is involved in school-level governance of the state charter school.
 - d. Local Educational Agency (LEA) means a public authority legally constituted with Georgia for administrative control or direction of public elementary or secondary schools. The Charter School shall act as its own LEA pursuant to O.C.G.A. § 20-2-2090 and SBOE Rule 160-4-9.04, including but not limited to data reporting, student enrollment counting procedures, student achievement reporting, and funding allocations.
 - e. School Leader means the individual with the highest authority in school administration regardless of title.
 - f. State Board of Education (SBOE or State Board) means the constitutional authority which defines education policy for public K – 12 education agencies in Georgia.
2. Charter Term. The SCSC grants this Charter to Petitioner to operate the Charter School for a five-year term beginning on July 1, 2023 and expiring on June 30, 2028.

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3. Grade Range. The Charter School shall serve grades K-8. The Charter School's total enrollment shall be at least 142 students but shall not exceed 504 students (Enrollment Limit) at any point during the charter term.
4. Mission Statement. The mission of the charter school is to provide families with a culturally responsive, child- and family-centered Montessori education to develop children's knowledge, skills, and agency to lead purposeful lives.
5. Essential or Innovative Features. The Charter School shall present an academic program rooted in the Montessori curriculum and methodology, using teachers with extensive training in the Montessori method. Core innovations include multi-age groupings, a child-centered environment with periods of uninterrupted work time and freedom of choice in learning within a highly structured range of options, freedom of movement, and continuous observation of students.
6. Open Enrollment and Admissions. The Charter School shall comply with the open enrollment and admissions provisions set forth in O.C.G.A. § 20-2-2066. Enrollment shall be open to any student in accordance with the following criteria:
 - a. Attendance Zone. Enrollment shall be open to any grade level eligible student who resides in the State of Georgia.
 - b. Application. Prospective students must submit an application to the Charter School by the deadline set by the Charter School to be eligible for enrollment. The Charter School shall require proof of residency in the Attendance Zone at the time of application or enrollment.

The application process must comply with O.C.G.A. § 20-2-2066 and SCSC Rule 691-2-.05. The application shall only request information to identify the student and determine the grade to which the student will be enrolled, including the student's name and grade as well as basic contact information for the parent, such as a telephone number and email address. The Charter School may not use admissions criteria or applications that would not otherwise be used at a traditional public school, including requests for letters of recommendation, essays, resumes, or information regarding a student's school or community activities, grades, test scores, attendance record, or disciplinary history. The Charter School may gather other relevant information from students in compliance with applicable law after enrollment is determined.

- c. Random Lottery. If the number of timely applicants received by the Charter School exceeds the capacity of a program, class, grade level, or building, the Charter School shall ensure that such applicants have an equal chance of being admitted through a random selection process in accordance with O.C.G.A. § 20-2-2066(a)(1)(A) and SCSC Rule 691-2-.05. The Charter School shall not conduct more than one lottery per grade per admissions cycle.
- d. Statutory Enrollment Priorities. In accordance with O.C.G.A. § 20-2-2066(a)(1)(A) and SCSC Rule 691-2-.05, the Charter School may give enrollment priority to the following categories of applicants and in the following priority:
 - i. A sibling of a student enrolled in the Charter School; and
 - ii. A student whose parent or guardian is a member of the governing board of the Charter School or is a full-time teacher, professional, or other employee at the Charter School.

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- e. Outreach and Marketing. The Charter School shall utilize reasonable outreach and marketing measures to make all potential applicants aware of opportunities for enrollment at the Charter School, including, but not limited to, seeking the enrollment of a cross section of the school-age population throughout the attendance zone, consistent with the requirements of O.C.G.A. § 20-2-2066. The SCSC, upon a finding that the outreach and marketing measures taken by the Charter School are inconsistent with applicable law or the representations made by the Charter School in the Application and/or other representations or submissions to the SCSC, may require the Charter School to take further action, including but not limited to, requiring the Charter School to extend its enrollment period, delay or void its random lottery, and/or conduct further specified outreach and marketing steps.
 - f. Use of Parental Agreements for Withdrawal or Reenrollment. The Charter School may adopt policies setting forth parental volunteer or service expectations and may require parent to sign an acknowledgement of those expectations. The Charter School may not withdraw, decline to reenroll, or otherwise discipline a student for a parent's failure to meet such expectations. The Charter School may not communicate to a student or parent that it has the authority to withdraw, decline to reenroll, or otherwise discipline a student for a parent's failure to meet volunteer or service expectations.
 - g. Enrollment Opportunity. The Charter School shall also ensure open enrollment for each grade served for which space is available and shall not adopt any policy or practice that restricts enrollment to specific grade levels within the grade span served by the school or to a particular class of students served by the school. The Charter School must offer at least one annual enrollment opportunity for each grade served for which space is available.
7. Maximum Flexibility Allowed by Law. In exchange for the Charter School's agreement to meet or exceed the performance-based goals and measurable objectives set forth in Section 9 below, the SCSC grants the maximum flexibility allowed by law to the Charter School. Pursuant to O.C.G.A. § 20-2-2065(a), the Charter School shall be entitled to the maximum flexibility allowed by law from the provisions of Title 20 of the Official Code of Georgia Annotated and from any state or local rule, regulation, policy, or procedure established by a local board of education, the SBOE, or the GaDOE. Notwithstanding this maximum flexibility, the Charter School shall comply with the terms of this Charter, the Charter Schools Act, including the provisions set forth in Section 16 below, and any rules, regulations, policies, or procedures established by the SCSC consistent with the Charter Schools Act.
8. Accreditation. [If serving grades 8-12] The Charter School shall seek accreditation from an approved accrediting agency identified in O.C.G.A. § 20-3-519(6.1)(A) within the first three years of the initial charter term or prior to a student's graduation and shall retain accredited status thereafter. The Charter School understands that the loss of accreditation from an agency identified in O.C.G.A. § 20-3-519(6.1)(A) constitutes grounds for termination of this charter contract.
9. Comprehensive Performance Framework and Performance Expectations.
- a. Incorporation Into Charter Contract. The Comprehensive Performance Framework (CPF) adopted by the SCSC shall be incorporated into the Charter as Exhibit A. The CPF shall supersede and replace any and all assessment measures, educational goals and objectives, financial operations metrics, and

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organizational performance metrics set forth in the Application and not explicitly incorporated into the CPF or this charter contract. The specific terms, forms and requirements of the CPF, including any required indicators, measures, metrics, and targets, are maintained and disseminated by the SCSC and will be binding on the Charter School. Material amendments to the CPF shall require approval by the SCSC and shall be automatically incorporated into this Charter Contract upon SCSC approval without further amendment to the Charter Contract. If such modifications or amendments are required, including modifications to address amended laws, the SCSC will use best efforts to apply expectations for school performance in a manner consistent with those set forth in the CPF.

The CPF for the School is hereby amended to state that if the School elects to serve only K-2 its initial year, then it must meet academic standards all three years for which data is available to receive a standard five-year renewal.

- b. Monitoring and Reporting. In accordance with SCSC Rule 691-2-.03, the SCSC shall monitor the Charter School's progress in relation to the indicators, measures, metrics and targets set out in the CPF, as well as other applicable rules and laws. The SCSC shall publicly report the Charter School's achievement and compliance at least annually following the completion of the Charter School's first year of operation.
- c. Performance Expectations. **The Charter School's performance in relation to the indicators, measures, metrics and targets set forth in the CPF shall provide the basis upon which the SCSC will decide whether to renew the Charter School's Charter Contract at the end of the charter term. This section shall not preclude the SCSC from considering other relevant factors in making renewal decisions.**
- d. Mission-Specific Goals. The operational portion of the CPF incorporated as Exhibit A, holds the Charter School accountable for the following mission-specific goals:
 - i.
 - ii.
- e. Performance Review Presentations. In the event that the Charter School fails to meet standards in accordance with the CPF, the Charter School may be required to make an annual, in-person report to the Commission ("Performance Review Presentation"). At least one Board member and one staff member must attend the Annual Performance Review Presentation. Presentations shall be in the form and manner requested by the SCSC.

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

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

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

13. State and Federally Mandated Educational Services.

- a. Students with Disabilities. The Charter School shall comply with all federal education laws and regulations applicable to students with disabilities, including Section 504 of the Rehabilitation Act of 1973, Title II of the Americans with Disabilities Act, and the Individuals with Disabilities Education Act.
- b. English Language Learners. The Charter School shall comply with all applicable federal laws and regulations relating to the provision of education services to English Language Learners.
- c. Supplemental Education. The Charter School shall provide supplemental education services in required cases pursuant to the Elementary and Secondary Education Act, including its reauthorization as the Every Student Succeeds Act and any subsequent amendment thereto and provisions of state law or regulation that implement federal law.
- d. Remediation. The Charter School shall provide remediation in required cases pursuant to the Elementary and Secondary Education Act, including its reauthorization as the Every Student Succeeds Act and provisions of state law or regulation that implement federal law.

14. Governance Structure.

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

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ensure the Charter School complies with the performance goals enumerated in Section 9 above, to ensure effective organizational planning, and to ensure financial stability of the Charter School.

c. Public Meetings.

- i. Open Meetings Act. The Governing Board is subject to and shall comply with the Open Meetings Act, O.C.G.A. § 50-14-1 et seq., and any subsequent amendment thereof.
- ii. Regular Meetings. The Governing Board shall conduct regular meetings consistent with principles of transparency and avoid actual or apparent conflicts of interest in the governance of the Charter School. The Governing Board shall conduct no less than ten (10) regular meetings each state fiscal year.
- iii. Called Meetings with Less than 24 Hours' Notice. In addition to adhering to the specific notice requirements in the Open Meetings Act, if the Governing Board schedules a called meeting (i.e., a meeting that is not regularly scheduled) with less than twenty-four (24) hours' notice, the Governing Board shall also notify the SCSC Executive Director or his or her designee of the meeting via electronic mail or phone immediately after scheduling the called meeting.
- iv. The Governing Board shall not vote on any official business, policy or public matter by e-mail.

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

- i. Governing Board membership;
- ii. Governing Board meeting calendar;
- iii. Meeting agendas for upcoming Governing Board meetings;
- iv. Meeting minutes for past Governing Board meetings unless the Georgia Open Meetings Act limits their publication;
- v. Procedure for contacting School Leader;
- vi. Procedure for contacting the Governing Board;

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

15. Fiscal Control.

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

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Charter School shall submit all information required by the State Accounting Office for inclusion in the State of Georgia Comprehensive Annual Financial Report.

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

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- h. Surplus Funds. Under no circumstances shall any surplus be distributed to the Charter School's board member(s), educational service provider or educational management organization. This subsection shall be construed consistent with the provisions of O.C.G.A. § 20-2-167(a)(5).
 - i. Responsibility for Debts. The Charter School is solely responsible for all debts incurred by the Charter School and its Governing Board. Except as agreed hereto, the SCSC shall not be contractually bound to the Charter School or to any third party with whom the Charter School has a contract or from whom the Charter School has purchased goods or services.
 - j. Distribution of Funds and Assets. If the SCSC terminates the Charter or the Charter expires, the Governing Board shall conclude the business and affairs of the Charter School and cooperate with the SCSC to the extent necessary to provide an orderly return of the students to their local school. The Charter School shall remit any surplus or unencumbered funds derived from state or federal grants existing as of the effective date of termination or expiration ("closure date"), and any furniture, equipment or other assets purchased with state or federal grant funds, to the SCSC in the manner specified by SCSC within sixty (60) days of the closure date. All other assets of the Charter School shall revert to the SCSC after the Charter School's liabilities are satisfied. The SCSC is not responsible for the Charter School's unpaid debts in the event the Charter School does not have sufficient funds to pay all of its debts as of the closure date.
 - k. Preference in Contracting. The Charter school shall give preference in contracting and purchasing of services and materials to businesses identified in O.C.G.A. § 20-2-2084(d)(2).
 - l. Acquiring Debt. The Charter School shall inform the SCSC Executive Director before acquiring debt with a repayment schedule that exceeds the length of the current charter term, including but not limited to: monies derived from loans from financial institutions or through the sale of bonds.
 - m. Deficit Reduction. If at any time during the charter term the SCSC determines that the Charter School has a negative cash balance or an unrestricted days cash of less than fifteen (15) days, the Charter School may be required to submit a financial risk-avoidance plan, monthly SCSC Fiscal Compliance Template reports and monthly bank statements from all banks utilized by the Charter School. Submission shall be in the form and manner specified by the SCSC Executive Director. This subsection shall not be construed to limit any other SCSC authority to require the Charter School to submit additional financial reports unrelated to deficit reduction.
16. Compliance with Other Laws, Rules, and Regulations. The Charter School shall operate in accordance with the United States Constitution, the Constitution of the State of Georgia, and all applicable federal, state, and local laws that may not be waived pursuant to O.C.G.A. § 20-2-2065, including, but not limited to, the following provisions:

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- a. Civil Rights, Insurance, Health, Safety, and Conflicting Interests. The Charter School shall operate in accordance with all applicable federal, state, and local rules, regulations, court orders and statutes relating to civil rights; insurance; the protection of the physical health and safety of students, employees, and visitors; conflicting interest transactions and the prevention of unlawful conduct.
- b. Asbestos Remediation. The Charter School shall comply with the terms of any applicable asbestos remediation plan.
- c. Unlawful Conduct. The Charter School shall be subject to all laws relating to unlawful conduct in or near a public school.
- d. Student Conduct and Discipline. The Charter School shall maintain and implement a written policy regarding student discipline, which policy shall be consistent with due process.
- e. State Board of Education Rules. The Charter School shall operate in accordance with all SBOE Rules promulgated in accordance with O.C.G.A. § 20-2-240 during the term herein that are not subject to any waiver granted in Section 7 above.
- f. Prohibition on Discrimination. The Charter School shall not discriminate against students on the basis of disability, race, creed, color, gender, national origin, religion, ancestry, marital status, academic ability, the need for special educational services, or any other characteristic protected by local, state, or federal law.
- g. Reporting Requirements. The Charter School shall be subject to all reporting requirements of O.C.G.A. §§ 20-2-160, 20-2-161(e), 20-2-320, and 20-2-740.
- h. Tuition. The Charter School shall not charge tuition or fees to its students except as may be authorized for local boards pursuant to O.C.G.A. § 20-2-133.
- i. Brief Period of Quiet Reflection. The Charter School shall comply with O.C.G.A. § 20-2-1050, which requires a brief period of quiet reflection.
- j. Individual Graduation Plans. The Charter school shall comply with O.C.G.A. § 20-2-327 related to Individual Graduation Plans.
- k. Family Educational Rights and Privacy Act. The Charter School is subject to all provisions of the Federal Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g. In the event the Charter School closes, it shall transmit all official student records in the manner prescribed by the State Board.

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- l. QBE Formula Earnings. The Charter School acknowledges that criteria used to calculate Quality Basic Education (QBE) funding may not be waived.
 - m. School Nursing Program. The Charter School shall implement a nursing program in accordance with O.C.G.A. § 20-2-771.2.
 - n. Student Fees and Charges. The Charter School shall comply with SBOE Rule 160-5-1-.12 to preserve the rights of students regarding payments and fees.
17. SCSC Administrative Withhold: Pursuant to O.C.G.A. § 20-2-2089, the SCSC is authorized to withhold up to three (3) percent of the Charter School's funds received through O.C.G.A. § 20-2-2089(a)(1) for administering the duties required of the SCSC pursuant to O.C.G.A. § 20-2-2083.
- a. Return of SCSC Administrative Withhold Funds. Upon satisfaction of annually budgeted expenses, the SCSC may vote to return any surplus funds from its authorized administrative withhold to its Charter Schools on a pro rata basis. The SCSC does not guarantee any surplus of funds.
 - b. Restrictions on Returned SCSC Administrative Withhold Funds. Pursuant to a vote by the SCSC, the SCSC may place reasonable restrictions on any returned administrative withhold funds for reasons including, but not limited to, the failure to meet performance expectations based on the CPF and material breaches of its Charter Contract.
18. Education Service Providers. If the Charter School elects to contract or amend a contract with an Education Service Provider at any point during the term of the Charter, the Charter School shall seek and receive approval of the contract or amendment from the SCSC Executive Director prior to the execution of the contract or amendment.
19. Compliance with the Rules, Practices, Policies, and Procedures of the SCSC. The Charter School shall operate in accordance with the rules, practices, policies, and procedures established by the SCSC under the authority granted by O.C.G.A. §§ 20-2-2080 *et seq.*
20. Employment Matters. Individuals employed at the Charter School shall not be considered employees of the State Board, Department, or the SCSC.
- a. Criminal Record Checks. The Charter School shall adopt criminal record check procedures. The Charter School shall comply with all provisions of O.C.G.A. § 20-2-211.1 relating to fingerprint and criminal record checks for all prospective staff members or any individual that will have

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substantial contact with students prior to beginning work at the Charter School or having contact with students.

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

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

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ownership, commence any construction, nor allow student occupation prior to architectural review and Facilities Services Division approval.

- iii. School Code Approval. After securing both site approval and architectural review approval a school code shall be obtained. The Charter School shall contact the GaDOE and make a request for a school code. The Charter School shall properly obtain a school code prior to occupancy of the site and/or facility.
- b. Prior to opening the Charter School and prior to students occupying any proposed facility, including new facilities to be occupied during the charter term, the Charter School shall obtain and submit the following documents to the SCSC:
 - i. Documentation of Ownership or Lease Agreement. The Charter School shall obtain documentation of ownership or the lease agreement for the facility that will house the Charter School.
 - ii. Certificate of Occupancy. The Charter School shall obtain a Certificate of Occupancy for the facility in which the Charter School shall be located.
 - iii. Emergency Safety Plan. The Charter School shall prepare a safety plan in accordance with O.C.G.A. § 20-2-1185, which plan shall be submitted to the local emergency management agency that oversees the area in which the school is located.
- 24. Transportation. To the extent the Charter School offers a transportation program for its students, the Charter School shall ensure that the program complies with all applicable laws governing transportation of students.
- 25. Food Services. To the extent the Charter School offers a food service program, the Charter School shall ensure that the program complies with all applicable laws governing food service for students.
- 26. Projected Enrollment. For the purpose of funding students enrolled in the Charter School each year the Charter School offers a new grade level, the Charter School may be required to provide the SCSC a projected student enrollment count that includes prospective student names, Georgia Testing Identifier (GTID), if available, and any other information as requested by the SCSC. The Charter School shall provide this information by the deadline established by the SCSC and in the form and manner as requested by the SCSC. The information provided by the Charter School pursuant to this section may be verified by the SCSC through an onsite visit or by other means.
- 27. Data Collections. The Charter School assumes sole responsibility for accurate and timely collection and transmission of required data submissions to the SCSC and other government agencies, including but not

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limited to: the GaDOE, the Georgia Professional Standards Commission, and the United States Department of Education. The Charter School shall utilize a Student Information System that is compatible with the system utilized by the GaDOE. Upon signature of the charter contract, the Charter School affirms its understanding that inaccurate or untimely data may have an adverse impact to the academic, financial and operational standing of the school and further affirms its understanding that the SCSC does not guarantee any opportunity or ability to correct any data reporting errors made by the Charter School.

28. Required Trainings.

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

29. Termination of Charter.

- a. Termination Procedures. The parties acknowledge and agree that this Charter may be terminated following the procedures set forth in O.C.G.A. § 20-2-2068, any applicable rule of the State Board, or SCSC Rule 691-2-.04.
- b. Grounds for Termination. The Charter School acknowledges that this Charter may be terminated for any reason set forth in law or any applicable rule of the State Board or SCSC, including, but not limited to:
 - i. The Charter School's failure to comply with any material provision set forth in this Charter, provided that they shall be notified by certified mail and be given thirty (30) days from receipt of notice to cure the breach. The nature and outcome of the breach shall be memorialized and maintained by the SCSC in accordance with applicable record retention schedules;
 - ii. The Charter School's failure to comply with any recommendation or direction of the State Board with respect to O.C.G.A. § 20-14-41;

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

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

- a. Student Transition Plan. The Charter School shall create a transition plan to facilitate its students' transition to other educational institutions. The transition plan shall outline a variety of educational options available to students including traditional public schools, locally approved charter schools, state charter schools, and private educational options. The transition plan shall include protocols to ensure the appropriate transfer of student records. The Charter School shall provide the transition plan to the SCSC and parents of enrolled students within fourteen (14) calendar days of its decision to cease operations or the SCSC's decision to terminate or non-renew the Charter School's charter contract;
- b. School Records. The Petitioner shall retain ownership, including all incumbent responsibilities of an operational state charter school, of all records for a period of one year from the later of the date the charter contract expired, the date the charter contract was terminated, or the date the state charter school ceased operations. Incumbent responsibilities include, but are not limited to, transferring student records to public or private schools, schools operated by the Department of Juvenile Justice, and the local school system or schools from which the records are requested. After the one-year period, the Petitioner shall transfer all records, including student records, to the SCSC in the format and manner specified by the SCSC.
- c. School Website. The Charter School shall maintain the website of the Charter School for a minimum of six (6) months from the date education operations cease. For the purposes of this section, education operations mean any period during which instruction is provided by the Charter School to enrolled students. At minimum, the website shall include contact information and instructions regarding requests for student and employee records;

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- d. Notification. The Charter School shall make reasonable efforts to inform stakeholders of the school's closure, including the staff and parents, general public, appropriate local districts, and creditors;
- e. Closure Monitor. The SCSC Executive Director will appoint an individual to monitor the closure activities of Charter School ("Closure Monitor") within fourteen (14) calendar days of its decision to cease operations or the SCSC's decision to terminate or non-renew the school's charter contract. The SCSC shall be responsible for all costs and expenses of the Closure Monitor;
- f. Duties of Closure Monitor. The Charter School shall remain responsible for fulfilling all legal and contractual duties, including those arising from this Charter. The role of the Closure Monitor shall be to review the Charter School's actions to conclude its financial affairs, settlement of accounts, disposition of assets, return of surplus to the SCSC, and provision for maintaining student, employee, and school records in accordance with applicable retention schedules beyond the operation of the Charter School. The Closure Monitor shall notify the SCSC of any action taken by the Charter School that is inconsistent with the its legal or contractual obligations. The Charter School shall allow the Closure Monitor access to all records, reports, documents, and files pertaining to any activity or program of the Charter School;
- g. Closure Process. The Charter School shall align closure activities to the SCSC Closure Guide in a form and manner as requested by the SCSC to ensure orderly closure of the Charter School; and
- h. Surety. The Charter School shall maintain a surety bond throughout the entirety of its charter term and six months following the conclusion of the charter term to assure the faithful performance of the duties of the school and its employees, including the fulfillment of Charter School's obligations in closing the financial affairs in the event the school ceases operation. The bond shall be in an amount no less than \$100,000.00 to be payable to the State of Georgia through the State Charter Schools Commission. The bond shall be furnished by a company authorized to do business in Georgia. The provisions of this subsection shall not be interpreted to preclude Charter School from obtaining liability insurance coverage or surety or fidelity bonds in addition to or in excess of the requirements of this subsection.

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

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

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- b. Non-Renewal. Any grounds for termination stated in Section 25b above also may be grounds for non-renewal. In addition, the SCSC may elect not to renew the Charter if the petition for renewal does not comply with the Charter Schools Act and the rules, regulations, policies, and procedures promulgated in accordance with the Charter Schools Act or if the SCSC deems that the Charter School has not sufficiently increased student achievement or is no longer in the public interest notwithstanding the Charter School's performance on the SCSC Comprehensive Performance Framework.
 - c. Probationary Term. In the event the SCSC determines that the Charter School has failed to comply with any provision of this Charter, the SCSC may elect to grant a renewal for a probationary term, within which term the Charter School must come into compliance satisfactory to the SCSC.
32. Temporary Extension. At the discretion of the SCSC, this Charter may be extended for a grace period not exceeding sixty (60) days.
33. Amendments to the Charter. Any material term of this Charter, to be determined by the SCSC, may be amended in writing upon the approval of the SCSC and a majority of the Governing Board of the Charter School. Any proposed amendment shall be made in accordance with SCSC Rule.
34. Administrative Clarifications. Any clarification to a non-material term of this Charter, as determined by the SCSC, shall be submitted in writing to the SCSC for review. Any non-material term of this Charter may be clarified upon in writing by SCSC staff.
35. Indemnification.
- a. The Charter School agrees to indemnify, defend and hold harmless the GaDOE, the SCSC, and the State Board, their officials, officers, employees, agents, volunteers, and assigns (all of whom hereinafter may collectively be referred to as "Indemnitees"), from any and all claims, demands, suits, actions, legal or administrative proceedings, losses, liabilities, costs, interest, and damages of every kind and description, including any attorneys' fees and/or litigation and investigative expenses, for bodily injury, personal injury, (including but not limited to the Charter School's employees), patent, copyright, or infringement on any intellectual property rights, or loss or destruction of property (including loss of use, damage or destruction of Indemnitee owned property) to the extent that any such claim or suit was caused by, arose out of, or contributed to, in whole or in part, by reason of any act, omission, professional error, fault, mistake, or negligence whether active, passive or imputed, of the Charter School, their employees, agents, representatives, or subcontractors, their employees, agents, or representatives in connection with or incidental to their performance of this Charter regardless of whether such liability, claim, damage, loss, cost or expense is caused in part by an Indemnitee.

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- b. The Charter School shall be excused from their indemnification obligations above: (a) If the claims, demands, suits, actions, proceedings, losses, liabilities arise solely and exclusively out of the negligence of the 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 related to the indemnification; or (iii) assist the Charter School with the defense of such claim or suit.
 - c. The Charter School's obligations to indemnify any Indemnatee shall survive the completion, expiration, or termination of this Agreement for any reason.
36. Non-Agency. The parties expressly acknowledge and agree that the Charter School is not acting as the agent of the State Board, Department, or SCSC except as required by law or this Charter. The Charter School acknowledges that it is without authority to, and will not, extend the faith and credit of the State Board, Department or SCSC to any third party.
37. Delegation. The Charter School acknowledges and agrees that the functions and powers provided for in this charter may be exercised only by the Charter School and may not be delegated to a third party without written agreement by the parties.
38. Assignment. This Charter shall not be assigned or transferred by the Charter School unless consented to in writing by the SCSC.
39. Third-Party Beneficiaries. There are no third-party beneficiaries to this Charter. The Charter School's staff, students, parents, or related organizations are not beneficiaries to this Charter.
40. Application of Amended Law. This Charter is subject to applicable federal and state laws, rules and regulations and shall be deemed amended to reflect applicable changes to those laws upon the effective date of any such change.
41. Non-Waiver. No waiver of any breach of this Charter shall be held as waiver of any other or subsequent breach.
42. Severability. If any provision of this Charter is determined to be unenforceable or invalid for any reason, the remainder of the Charter shall remain in full force and effect.
43. Contradicting or Conflicting Provisions. If any provision of the Charter is determined to contradict or conflict with any other provision of the Charter, the contradiction or conflict shall be resolved in favor of the broad flexibility guaranteed pursuant to O.C.G.A. § 20-2-2065 *et seq.*

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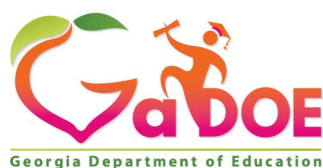
44. Governing Law and Venue. This Charter shall be governed by, subject to, and construed under the laws of the State of Georgia. This Charter shall be interpreted in accordance with O.C.G.A. §§ 20-2-2060 *et seq.* and §§ 20-2-2080 *et seq.*, as amended within the term of this Charter. Any action brought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

Buzz Brockway, Chairperson
STATE CHARTER SCHOOLS COMMISSION

(Date)

Governing Board President,
SANKOFA MONTESSORI, INC.

(Date)



August 2022 Board Report Summary of Personnel Recommendations

State School Superintendent Richard Woods recommends the following Georgia Department of Education at-will appointments:

Candidate: Kellee Iverson	Title: Special Education Integration Spec.
Department: Teaching and Learning	
Funding Source: State	
Education: Master's Degree – Psychology; Specialist Degree – Educational Leadership	
Experience Summary: 7 yrs. - Special Education Teacher; 1.5 yrs. - Prof. Development Consultant; 3 yrs. – Assessment Evaluator	
Candidate: Mesha Mathis	Title: Education Program Specialist
Department: Federal Programs – Special Education	
Funding Source: Federal	
Education: Doctorate Degree – Prof. Counseling; Master's School Counseling; Educational Leadership Certification	
Experience Summary: 3 yrs. – Special Education Director; 4 yrs. – Special Education Coordinator; 4 yrs. - Graduation Coach/Advisor; 2 yrs. - School Counselor	
Candidate: Brad Stancil	Title: Fiscal and Compliance Specialist
Department: Federal Programs – 21 st CCLC	
Funding Source: Federal	
Education: Bachelors – Business Administration (Finance)	
Experience Summary: 2.5 yrs. – Accountant; 1.5 yrs. – Financial Auditor; 8 mos. – Tax Supervisor	
Candidate: Shemika Hubbard	Title: Education Program Specialist
Department: Federal Programs - ESSA	
Funding Source: Federal	
Education: Ed.D. – Educational Leadership; M.S. – School Counseling	
Experience Summary: 6 yrs. – School Counselor; 5 yrs. - Director of 21 st Century Leaders	
Candidate: Marilyn Carter	Title: Budget Analyst 3
Department: Federal Programs	
Funding Source: Federal	
Education: Bachelor of Arts – in progress; Change Management Certification	
Experience Summary: 1.5 yrs. – Budget Analyst Supervisor; 6 yrs. – Budget Analyst; 1.5 yrs. - Business Process Supervisor; 3 yrs. – Sr. Financial Analyst	
Candidate: Jill Burwell	Title: Area Program Specialist
Department: School Improvement	
Funding Source: State	
Education: Masters Degree – Elementary Education; Georgia Educational Leadership	
Experience Summary: 2 yrs. - Principal; 7 yrs. - Assistant Principal; 8 yrs. - Classroom Teacher	



Candidate: Frederick Middleton	Title: School Effectiveness Specialist
Department: School Improvement	
Funding Source: State	
Education: Master of Education – Mathematics; Ed.S. – Educational Leadership	
Experience Summary: 14 yrs. – Principal; 2 yrs. – Asst. Principal; 12 yrs. – Middle School Math Teacher	
Candidate: Amy Denty	Title: Retention/Recruitment Specialist
Department: Rural Education	
Funding Source: State	
Education: Ed.D. – Curriculum and Instruction; Ed.S. – Educational Leadership	
Experience Summary: 2.5 yrs. – Asst. Superintendent; 1 yr. – Asst. Principal; 13 yrs. Director (Curriculum & Instruction)	
Candidate: Dianeisha Rasul	Title: Medicaid Program Specialist
Department: Whole Child	
Funding Source: State	
Education: Master of Science – Health Education and Promotion	
Experience Summary: 7 yrs. – Medical Billing Specialist and Payment Manager; 5 yrs. – Revenue Cycle Representative	
Candidate: Tabitha Baldy	Title: Mental Health Program Manager
Department: Whole Child	
Funding Source: State	
Education: Ed.D. – Leadership	
Experience Summary: 7 yrs. – Director (MTSS and PBIS); 2 yrs. – Director (Dept. of Exceptional Children); 5 yrs. – Middle School Classroom Teacher	
Candidate: Dustin Allen	Title: Educator Support Specialist
Department: Policy, Flexibility & External Affairs	
Funding Source: Federal	
Education: Master of Arts - History	
Experience Summary: 6 yrs. – History Teacher; 5 yrs. – School Improvement Specialist	
Candidate: Jan Jackson	Title: Educator Support Specialist
Department: Policy, Flexibility & External Affairs	
Funding Source: Federal	
Education: Master of Education – Early Childhood; Education Leadership Certification	
Experience Summary: 4 yrs. – Curriculum Support; 16 yrs. – Classroom Teacher	
Candidate: Debra Lightsey	Title: Educator Support Specialist
Department: Policy, Flexibility & External Affairs	
Funding Source: Federal	
Education: Master of Science – School Counseling and Guidance; Ed.S. p Educational Leadership	
Experience Summary: 6 yrs. – Asst. Principal; 2 yrs. – Math Interventionist Teacher	
Candidate: Kenya Nelson	Title: Educator Support Specialist
Department: Policy, Flexibility & External Affairs	
Funding Source: Federal	
Education: Master of Arts – Criminology; Ed.S. – Leadership	
Experience Summary: 12 yrs. – Classroom Teacher; 2 yrs. – Staff Development Coach; 4 yrs. – Program Consultant	
Candidate: April Strevig	Title: Educator Support Specialist
Department: Policy, Flexibility & External Affairs	
Funding Source: Federal	
Education: Ed.D. – Educational Leadership; Ed.S. – Educational Leadership	
Experience Summary: 13 yrs. – Principal; 8 yrs. Asst. Principal; 8 yrs. – Classroom Teacher	

**STATE BOARD OF EDUCATION
STATE OF GEORGIA**

WILLIAM GORDON,

Appellant,

v.

**HENRY COUNTY
BOARD OF EDUCATION,**

Appellee.

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CASE NO.: 2022-26

DECISION

This is an appeal by William Gordon (“Appellant”) from the decision of the Henry County Board of Education (“Local Board”) to terminate his employment contract for unprofessional and unethical conduct and any other good and sufficient cause pursuant to O.C.G.A. § 20-2-940(a)(8). For the following reasons, the decision of the Local Board is hereby **AFFIRMED**.

I. FACTUAL BACKGROUND

The Appellant was a P.E. teacher and basketball coach at Hampton High School. During the second semester of the 2021-2022 school year, a female student, N.C., was in his class. The Appellant had instructed the students to download the Nike Run App for an assignment. Some of the students were having difficulty downloading the app. The Appellant asked N.C. and another student if they had downloaded the app yet. N.C. responded that she first needed to clear some space on her cell phone. The Appellant told N.C. that if she deleted the nudes from her phone, she would have space. N.C. found the comment very disturbing. She felt violated, and she was shocked that a teacher would say something like that. As soon as class ended, N.C. reported the incident to Mr. Sims, the assistant principal.

II. PROCEDURAL HISTORY

The Appellant was placed on paid administrative leave on January 19, 2022, pending an investigation by the school district’s human resources department. By letter of March 4, 2022, the Superintendent for Henry County Schools (“Superintendent”) notified the Appellant that she was seeking to terminate his contract of employment for unprofessional and unethical conduct and other good and sufficient cause. The notice further provided that the termination hearing would be held before the Local Board.

On March 28, 2022, a termination hearing was held before a tribunal comprised of three of the five members of the Local Board. A hearing officer presided over the proceedings. Later that day, the tribunal issued its *Findings of Fact and Recommendation to the Henry County Board of Education*. The tribunal found that the Appellant’s conduct constituted unprofessional and unethical conduct and other good and sufficient cause pursuant to O.C.G.A. § 20-2-940(a)(8) so as to justify termination of the Appellant’s employment contract with the Henry County School

System. Accordingly, the tribunal recommended that the Appellant's employment contract be terminated immediately. By letter of March 29, 2022, the Superintendent forwarded a copy of the tribunal's written findings and recommendation to the Appellant. The subject line of the letter was "Written Notice of Board Decision."

On April 18, 2022, the Local Board's attorney emailed a message to the Appellant that stated in part:

It has come to my attention that you are under the impression that the Board's March 28th Decision to terminate your employment with HCS was a recommendation. While the Board does not agree with your position, the Board will nonetheless review the transcript of the hearing and take action on your employment at tonight's regularly scheduled business meeting

The court reporter certified the transcript on April 15, 2022. At its April 18, 2022 meeting, the Local Board reviewed the transcript of the termination hearing and voted to separate the Appellant from employment. The Local Board's attorney notified the Appellant of the Local Board's decision by email of April 19, 2022. The Appellant timely appealed the Local Board's decision to the State Board of Education ("State Board").

III. STANDARD OF REVIEW

In reviewing this appeal, the State Board must apply the "any evidence rule." Thus, if there is any evidence to support the Local Board's decision, this Board must affirm it. *See Ransum v. Chattooga Cnty. Bd. of Educ.*, 144 Ga. App. 783, 242 S.E.2d 374 (1978). *See also, Chattooga Cnty. Bd. of Educ. v. Searels*, 302 Ga. App. 731, 691 S.E.2d 629 (2010). "Under the any evidence standard of review, so long as evidence exists that supports the local board's decision, it should not be reversed on appeal unless the record shows the local board grossly abused its discretion or acted arbitrarily or contrary to law." *Henry Cnty. Bd. of Educ. v. S.G.*, 301 Ga. 794, 798, 804 S.E.2d 427, 432 (2017). An abuse of discretion occurs "if the Local Board misapplied the relevant law or if its rulings are not supported by the evidence." *Id.*

IV. ISSUES ON APPEAL

"As an appellate body, . . . [the State Board] [is] not authorized to consider matters which had not been raised before the local board." *Sharpley v. Hall Cnty. Bd. of Educ.*, 251 Ga. 54, 55, 303 S.E.2d 9, 10 (1983). *See also*, O.C.G.A. § 20-2-1160 (e); *M.F. v. Newton Cnty. Bd. of Educ.*, Case No. 2013-16 (Ga. SBE, Feb. 2013). The record shows that the Appellant did not previously raise issues pertaining to notice, the timeliness of the termination hearing, or the tribunal panel. The Appellant first raised these issues in his appeal to the State Board, and thus, the issues are not viable in this appeal.

Even if these issues were properly before this Board, they lack merit for the following reasons.

A. Did the Local Board Comply with the Requirements of the Georgia Fair Dismissal Act?

1. Was the Notice in Compliance with O.C.G.A. § 20-2-940(b)?

The Appellant asserts that the Superintendent failed to serve him with written notice of the cause of action or grounds for administrative leave in excess of ten (10) working days.

In that regard, O.C.G.A. § 20-2-940(b) provides:

Notice. Before the discharge or suspension of a teacher, administrator, or other employee having a contract of employment for a definite term, written notice of the charges shall be given at least ten days before the date set for hearing and shall state:

- (1) The cause or causes for his or her discharge, suspension, or demotion in sufficient detail to enable him or her fairly to show any error that may exist therein;
- (2) The names of the known witnesses and a concise summary of the evidence to be used against him or her. The names of new witnesses shall be given as soon as practicable;
- (3) The time and place where the hearing thereon will be held; and
- (4) That the charged teacher or other person, upon request, shall be furnished with compulsory process or subpoena legally requiring the attendance of witnesses and the production of documents and other papers as provided by law.

The record shows that by letter of March 4, 2022, the Superintendent notified the Appellant of the termination hearing. In the letter, the Superintendent articulated the grounds for the termination of the Appellant's contract (unprofessional and unethical conduct and other good and sufficient cause), a summary of the facts relevant to the grounds for termination, a list of witnesses and documentary evidence, the date, time, and place of the hearing, and the Appellant's right to counsel and compulsory process. The notice was sent to the Appellant via First Class U.S. Mail and Certified Mail, Return Receipt Requested. The notice was admitted into evidence at the hearing with no objection from the Appellant. The State Board finds that the notice requirements of O.C.G.A. § 20-2-940(b) were satisfied.

The Appellant also argues that he did not receive notice of intent and a copy of the governing Georgia code sections that are required for tenured teachers. The Appellant's argument appears to be based on O.C.G.A. § 20-2-942(b)(2), which pertains to the procedures to demote or to non-renew a teacher's contract of employment. The Local Board did not demote the Appellant or non-renew his employment contract. Therefore, the requirements of O.C.G.A. § 20-2-942(b) are inapplicable to this appeal.

2. Was the Termination Hearing Held within the Timeframe Established by O.C.G.A. § 20-2-940(g)?

The Appellant contends that the Local Board failed to hold a hearing within ten (10) working days from when he was placed on administrative leave as required by the Fair Dismissal Act. For the reasons set forth below, this contention lacks merit.

Superintendent's power to relieve from duty temporarily. The superintendent of a local school system may temporarily relieve from duty any teacher, principal, or other employee having a contract for a definite term for any reason specified in subsection (a) of this Code section, pending hearing by the local board in those cases where the charges are of such seriousness or other circumstances exist which indicate that such teacher or employee could not be permitted to continue to perform his or her duties pending hearing without danger of disruption or other serious harm to the school, its mission, pupils, or personnel. In any such case, the superintendent shall notify the teacher or employee in writing of such action, which notice shall state the grounds thereof and shall otherwise comply with the requirements of the notice set forth in subsection (b) of this Code section. **Such action by the superintendent shall not extend for a period in excess of ten working days, and during such period, it shall be the duty of the local board to conduct a hearing on the charges in the same manner provided for in subsections (e) and (f) of this Code section, except that notice of the time and place of hearing shall be given at least three days prior to the hearing. During the period that the teacher or other employee is relieved from duty prior to the decision of the local board, the teacher or employee shall be paid all sums to which he or she is otherwise entitled.** If the hearing is delayed after the ten-day period as set out in this subsection at the request of the teacher or employee, then the teacher or employee shall not be paid beyond the ten-day period unless he or she is reinstated by the local board, in which case he or she shall receive all compensation to which he or she is otherwise entitled.

O.C.G.A. § 20-2-940(g) (second emphasis added).

“[T]his Board addressed the issue of a teacher being placed on administrative leave with pay and held that ‘O.C.G.A. § 20-2-940(g) is only triggered once an employee is notified of a hearing and charges.’” *Lepley v. Fulton Cnty. Bd. of Educ.*, Case No. 2013-68 (Ga. SBE, Aug. 2013) (quoting *Forde v. Clayton Cnty. Bd. of Educ.*, Case No. 2010-52 (Ga. SBE, May 2010).

The Appellant was placed on paid leave on January 19, 2022. On March 4, 2022, the Appellant was notified of the charges and the March 28, 2022 hearing date. After the Appellant received the notice of charges, he failed to object to holding the hearing outside of the ten-day window. The Appellant appeared at the hearing. The hearing officer gave the Appellant an opportunity to address any preliminary matters before the start of the hearing, and the Appellant raised no objection to the proceedings.

In a similar case, this Board found that the “Appellant chose to proceed with the hearing and failed to object to it. This Board finds that after Appellant received the . . . notice of charges with a hearing date beyond ten (10) working days, he was required to assert that his rights were being violated. Thus, this Board concludes that Appellant’s failure to do so constitutes a waiver of his right to a hearing within ten (10) working days under O.C.G.A. § 20-2-940(g).” *Forde v. Clayton Cnty. Bd. of Educ.*, Case No. 2010-52 (Ga. SBE, May 2010). Likewise, in the present case, the Appellant’s failure to assert his right to have a hearing within ten (10) working days from the date of the notice constitutes a waiver of that right.

3. Should the Appellant Have Received Notice that the Termination Hearing Would Take Place before a Tribunal?

The March 4, 2022 notice of termination hearing provided that the hearing would take place before the Henry County Board of Education. The hearing was held before three of the five members of the Local Board. The Appellant argues that he should have been given notice that the hearing would take place before a tribunal rather than the full board. He further argues that the failure to notify him that the hearing would take place before a tribunal panel affected his ability to prepare a defense in violation of his due process rights.

O.C.G.A. § 20-2-940(e)(1) provides: “The hearing shall be conducted before the local board, or the local board may designate a tribunal to consist of not less than three nor more than five impartial persons possessing academic expertise to conduct the hearing and submit its findings and recommendations to the local board for its decision thereon.”

O.C.G.A. § 20-2-940(e)(1) does not require notice of the composition of the trier of fact. To the extent that the Appellant took issue with the tribunal, he should have objected at the termination hearing. His failure to do so constitutes a waiver of his right to now raise the issue on appeal. *See Forde v. Clayton Cnty. Bd. of Educ.*, Case No. 2010-52 (Ga. SBE, May 2010).

The Local Board argues that the majority of the members of the Local Board were present at the termination hearing, and their actions were proper. The Local Board asserts that “[a] majority of the local board shall constitute a quorum for the transaction of business. The votes of a majority of the members present shall be necessary for the transaction of any business or discharge of any duties of the local board of education, provided there is a quorum present.” O.C.G.A. § 20-2-57(a). The Local Board further argues that because three of the five board members were present at the hearing and signed the written decision to terminate the Appellant’s employment contract, the Local Board properly discharged its duties. To the extent that the action of the majority of the Local Board was improper, the Local Board argues that any defect was cured by the subsequent vote of the full board to terminate the Appellant’s employment contract. The State Board finds the Local Board’s argument persuasive.

The Appellant has not shown that the tribunal was improperly impaneled or that he should have been given notice that the termination hearing would take place before a tribunal panel instead of the full Board. The Appellant’s argument as to this issue lacks merit.

Lastly, the Appellant has failed to show how the hearing before the tribunal panel of three Local Board members rather than all five members of the Local Board violated his right to due process or how his ability to prepare a defense was adversely affected. The State Board finds no merit to these claims.

4. Was the Appellant Responsible for the Transcription Expense?

O.C.G.A. § 20-2-940(e)(2) provides:

The hearing shall be reported at the local board's expense. If the matter is heard by a tribunal, the transcript shall be prepared at the expense of the local board and an original and two copies shall be filed in the office of the superintendent. If the hearing is before the local board, the transcript need not be typed unless an appeal is taken to the State Board of Education, in which event typing of the transcript shall be paid for by the appellant. In the event of an appeal to the state board, the original shall be transmitted to the state board as required by its rules.

By letter of March 29, 2022, the Superintendent notified the Appellant of the tribunal's decision. The letter provided that should the Appellant appeal, the transcription of the hearing would be at his expense. The Appellant asserts that the information regarding the responsibility for the transcription expense was false and misleading. O.C.G.A. § 20-2-940(e)(2) provides that "[i]f the matter is heard by a tribunal, the transcript shall be prepared at the expense of the local board." Accordingly, since the termination proceeding was heard by a tribunal, the Local Board, not the Appellant, was responsible for the transcription cost. It appears from the record that the Local Board paid for the preparation of the transcript. The State Board finds no basis for reversal relative to this matter. To the extent that the Superintendent provided inaccurate information regarding payment for the transcript, the State Board finds that the error was harmless.

5. Did the Local Board Satisfy Its Burden of Proof as to the Charges Against the Appellant?

The Appellant argues that the Local Board bears the burden of proof and that the evidence is contradictory to the charges, findings, and decision of the Local Board.

Pursuant to the Fair Dismissal Act, the Local Board had the burden of proof at the hearing. O.C.G.A. § 20-2-940(e)(4). The standard of review for this appeal, however, is the "any evidence" standard. Thus, if there is any evidence to support the Local Board's decision, this Board must affirm it. See *Ransum v. Chattooga Cnty. Bd. of Educ.*, 144 Ga. App. 783, 242 S.E.2d 374 (1978).

The Appellant contends that the Superintendent did not present sufficient evidence at the hearing to support the termination of his employment contract. The Appellant's argument is based on the purportedly conflicting testimony regarding the substance of the Appellant's comment to N.C. and N.C.'s confusion as to whether the Appellant made the comment on January 14 or January 18. "The tribunal sits as the trier of fact and, if there is conflicting evidence, must decide which version to accept. When that judgment has been made, the State Board of Education will not disturb the finding unless there is a complete absence of evidence." *F.W. v. DeKalb Cnty. Bd.*

of Educ., Case No. 1998-25 (Ga. SBE, Aug. 1998). Based on the “any evidence” standard, there are facts sufficient to support the tribunal’s findings and the Local Board’s decision. This Board will not substitute its judgment for that of the Local Board unless there is clear evidence that the Local Board’s actions were arbitrary and capricious. *Dukes-Walton v. Atlanta Indep. Sch. Sys.*, 336 Ga. App. 175, 784 S.E.2d 37 (2016); *King v. Worth Cnty. Bd. of Educ.*, 324 Ga. App. 208, 749 S.E.2d 791 (2013). The State Board finds that the decision was not arbitrary and capricious.

6. Was the Local Board’s Decision Timely?

The Appellant contends that the decision was not issued within the timelines set forth in O.C.G.A. § 20-2-940(f). The relevant portion of the statute provides in pertinent part:

Decision; appeals. The local board shall render its decision at the hearing or within five days thereafter. Where the hearing is before a tribunal, the tribunal shall file its findings and recommendations with the local board within five days of the conclusion of the hearing, and the local board shall render its decision thereon within ten days after the receipt of the transcript. Appeals may be taken to the state board in accordance with Code Section 20-2-1160, as now or hereafter amended, and the rules and regulations of the state board governing appeals.

On March 28, 2022, the tribunal issued its *Findings of Fact and Recommendation to the Henry County Board of Education*. The tribunal recommended that the Appellant’s employment be terminated immediately. By letter of March 29, 2022, the Superintendent notified the Appellant of the tribunal’s decision. On April 18, 2022, the attorney for the Local Board notified the Appellant that the Local Board considered the March 28 *Findings of Fact and Recommendation to the Henry County Board of Education* as the decision of the Local Board and not a recommendation. Nevertheless, the Local Board would review the transcript and vote on the matter at its April 19, 2022 meeting. On April 15, 2022, the court reporter certified the transcript. At its April 19 meeting, the Local Board voted to terminate the Appellant’s employment contract.

The Appellant has not shown that the Local Board violated O.C.G.A. § 20-2-940(f). The tribunal issued its recommendations on March 28, 2022, which was within five (5) days after the hearing. The court reporter certified the transcript on April 15, 2022. The Local Board voted to terminate the Appellant’s contract at its meeting on April 18, 2022, which was within ten (10) days after the receipt of the transcript. On April 19, 2022, the Local Board notified the Appellant of the decision of the Local Board and the Appellant’s appeal rights. The State Board finds no merit to this issue.

The Appellant also argues that the Local Board failed to comply with O.C.G.A. § 20-2-940(f) because it terminated the Appellant’s contract immediately after the March 28, 2022 hearing. The Local Board counters that the recommendation and decision of the quorum of the Local Board was sufficient to terminate the Appellant’s contract.

For the reasons stated earlier in this decision, the State Board find that the quorum of Local Board members was sufficient to discharge the duties of the Local Board at the termination hearing. O.C.G.A. § 20-2-57(a).

The Appellant argues that the Local Board removed him from the payroll prior to the Local Board's adoption of the tribunal's recommendation. The Local Board counters that even if the quorum were not sufficient, O.C.G.A. § 20-2-940(g) requires a local board to cease paying an employee who has been relieved of duty for disciplinary concerns ten (10) days after he is relieved of duty. The Local Board posits that since the Appellant was placed on leave with pay beginning January 19, 2022, his payments should have ended ten (10) days later, or on January 29, 2022. Instead, the Appellant was paid through March 28, 2022. O.C.G.A. § 20-2-940(g) allows an employee to receive back-pay after the tenth day of being relieved of duty if he is reinstated. The Local Board notes that the Appellant formally resigned his employment with the Local Board, and that because the Appellant was properly terminated and tendered his resignation, he was not entitled to any backpay or additional compensation.

Moreover, with regard to payment to the Appellant while he was on administrative leave, O.C.G.A. § 20-2-940(g) provides: "If the hearing is delayed after the ten-day period as set out in this subsection at the request of the teacher or employee, then the teacher or employee shall not be paid beyond the ten-day period unless he or she is reinstated by the local board, in which case he or she shall receive all compensation to which he or she is otherwise entitled." Here, the Local Board paid the Appellant well beyond the ten-day period. Moreover, had the Appellant been reinstated, he would have received any other compensation to which he was entitled. Since the Appellant's contract was not reinstated, and also, in this case where the Appellant resigned from employment, any claim for additional compensation pursuant to O.C.G.A. § 20-2-940(g) fails.

Further, the Appellant asserts that the tribunal never served a copy of its recommendation on the Local Board and that there is no record of the Local Board's meeting or its vote on or adoption of the tribunal's recommendation. These assertions are not supported by the record and have no merit.

B. Was the Local Board's Decision to Terminate the Appellant's Contract of Employment Arbitrary and Capricious?

The Appellant asserts that the Local Board's decision was arbitrary and capricious, that the Local Board failed to provide the Appellant with the notice and charges against him pursuant to his request, and that the action was in retaliation to charges that the Appellant had previously filed against employees of the Local Board.

The Local Board counters that the issue as to whether the termination of the Appellant's employment contract was capricious or retaliatory was never addressed in the proceedings before the Local Board, and consequently, they cannot be raised at this time. In the alternative, the Local Board asserts that the proceedings did not meet the standards for being capricious or retaliatory. Specifically, the Local Board argues that the decision to terminate the Appellant's contract of employment was based on the Appellant's comment to N.C. The comment failed to meet the standards to which the Local Board holds its educators and was unprofessional, unethical, and constituted other good and sufficient cause justifying termination of the Appellant's employment contract.

The State Board is required to affirm the decision of the Local Board if there is any evidence to support the decision. After a review of the record, the State Board finds that there is evidence to support the Local Board's decision to terminate the Appellant's employment contract for the 2021-2022 school year. See *Ransum v. Chattooga Cnty. Bd. of Educ.*, 144 Ga. App. 783 (1978); *Antone v. Greene Cnty. Bd. of Educ.*, Case No. 1976-11 (Ga. SBE, Sept. 1976). This Board will not substitute its judgment for that of the Local Board unless there is clear evidence that the Local Board's actions were arbitrary and capricious. *Dukes-Walton v. Atlanta Indep. Sch. Sys.*, 336 Ga. App. 175, 784 S.E.2d 37 (2016); *King v. Worth Cnty. Bd. of Educ.*, 324 Ga. App. 208, 749 S.E.2d 791 (2013). "[T]he State Board of Education will not disturb the finding [of the Local Board] unless there is a complete absence of evidence." *F. W. v. DeKalb Cnty. Bd. of Educ.*, Case No. 1998-25 (Ga. SBE, Aug. 1998). After a review of the record, the State Board finds that there is evidence to support the Local Board's decision to terminate the Appellant's employment contract for the 2021-2022 school year. The Local Board's decision was not arbitrary and capricious. Thus, the Local Board's decision will not be disturbed.

C. Other Issues

"Any party aggrieved by a decision of the local board rendered on a contested issue after a hearing shall have the right to appeal therefrom to the State Board of Education. The appeal shall be in writing and shall distinctly set forth the question in dispute, the decision of the local board, and a concise statement of the reasons why the decision is complained of." O.C.G.A. § 20-2-1160(b).

The Appellant raises other general complaints and grievances that are inconsistent with the requirements of O.C.G.A. § 20-2-1160(b), and, therefore, are not properly brought before this Board on appeal.

V. CONCLUSION

For the foregoing reasons, the State Board **AFFIRMS** the decision of the Local Board.

This 25th day of August, 2022.

LEONTE BENTON
VICE CHAIR FOR APPEALS

Friends of the Student and D.C. were also involved in the scuffle. I.V. was a friend of D.C. When she saw the Student and D.C. arguing, she began yelling at the Student and pushing her into the lockers. The Student's friend, C.J., and two additional friends of D.C. also joined in the melee.

A large crowd of student spectators were in the hallway. Some were recording the incident on their cellphones, and others formed a circle around the Student and D.C. to keep the teachers from intervening. It took at least seven to eight teachers to disperse the crowd and break up the fight.

II. PROCEDURAL HISTORY

Following the fight, the Student was suspended from school for ten days. On February 10, 2022, notice of the disciplinary hearing was sent to the Student's mother. The Student was charged with violating the rules of the Code of Student Conduct that prohibit fighting and general school disturbance.

A joint disciplinary hearing for the six students involved in the fight took place on February 16, 2022. By letter of February 22, 2022, the Student's mother was notified that the hearing officer found the Student in violation of Rules 7B (Simple Battery/Fighting) and 12A (General School Disturbance) of the Code of Student Conduct. She was assigned to the DeKalb Alternative School through the second semester of the 2021-2022 school year, with no option for early re-enrollment, and district-wide probation through the first semester of the 2022-2023 school year.

The Student's attorney timely filed a notice of appeal to the Local Board. The attorney requested and received a 20-day extension of time to file a brief in support of the Student's appeal. Thereafter, at its April 5, 2022 meeting, the Local Board found that the evidence supported the hearing officer's decision that the Student violated the Code of Student Conduct as charged. It considered and rejected the Student's self-defense claim on the basis that the Student failed to show that she reasonably believed that the use or threat of force was necessary to protect herself from another person's imminent use of unlawful force. The Local Board further found that the Student intended to fight and agreed to combat by mutual agreement. The Student timely appealed to the State Board of Education ("State Board").

III. STANDARD OF REVIEW

In reviewing this appeal, the State Board must apply the "any evidence rule." Thus, if there is any evidence to support the Local Board's decision, this Board must affirm it. *See Ransum v. Chattooga Cnty. Bd. of Educ.*, 144 Ga. App. 783, 242 S.E.2d 374 (1978). *See also, Chattooga Cnty. Bd. of Educ. v. Searels*, 302 Ga. App. 731, 691 S.E.2d 629 (2010). "Under the any evidence standard of review, so long as evidence exists that supports the local board's decision, it should not be reversed on appeal unless the record shows the local board grossly abused its discretion or acted arbitrarily or contrary to law." *Henry Cnty. Bd. of Educ. v. S.G.*, 301 Ga. 794, 798, 804 S.E.2d 427, 432 (2017). An abuse of discretion occurs "if the Local Board misapplied the relevant law or if its rulings are not supported by the evidence." *Id.*

IV. ISSUES ON APPEAL

A. Should the Student's Appeal Be Dismissed Because Her Appeal Brief Was Untimely?

The Local Board contends that this appeal should be dismissed as abandoned because the Student's brief was untimely.

Following the Student's appeal to the State Board, a docketing letter was sent via electronic mail to all parties on May 17, 2022. The letter notified the Student that she had within twenty (20) days after the date of the letter to submit a brief to the State Board and opposing counsel. The letter further provided that the written brief was mandatory in order to satisfy the requirement in State Board Rule 160-1-3-.04(4)(g) and that failure to submit a brief within the stated timelines may result in the dismissal of the appeal. The twentieth (20th) day was Monday, June 6, 2022. The Student submitted her brief on June 7, 2022. The record does not reflect any requests for or grants of an extension of time to file the Student's appeal brief.

The Student submitted a reply brief¹ in which she explains that she did not previously consider that her brief was untimely; otherwise, she would have requested an extension or offered an explanation. The Student states that the filing of her appeal brief on June 7, 2022 instead of June 6, 2022 was based on the computation of time set forth in O.C.G.A. § 1-3-1(d)(3), which provides in part: "when a period of time measured in days, weeks, months, years, or other measurements of time except hours is prescribed for the exercise of any privilege or the discharge of any duty, the first day shall not be counted but the last day shall be counted" Based on the Student's interpretation of the statute, she did not count the first day after the date of the docket letter in her computation of time. The Student requests that, if she miscalculated the due date, the State Board not dismiss her appeal but instead rule on the merits of the appeal.

The failure to comply with the timelines for submitting a brief may be grounds for dismissal. State Board Rule 160-1-3-.04(4)(k). Whether a dismissal is warranted is within the State Board's discretion. The Student has failed to articulate any extenuating circumstance that would justify or excuse the untimely filing of her appeal brief. In this instance, having considered the Student's explanation and the fact that there was only a one-day delay, the State Board, in its discretion, finds that the appeal should not be dismissed as abandoned. The State Board, however, will not consider the untimely appeal brief. The appeal will go forward based on the record, including the brief that the Student submitted to the Local Board, which is part of the record.

B. Was the Student Rightfully Acting in Self-Defense and Thus Not in Violation of Rules 7B (Simple Battery/Fighting) or Rule 12A (School Disturbance)?

The Student contends that she did not violate Rules 7B (Simple Battery/Fighting) or Rule 12A (School Disturbance) because she was acting in self-defense. The Local Board counters that the Student's conduct falls within the statutory exceptions to self-defense, and thus, her use of force was not justified.

¹ The State Board Rules do not provide for a reply brief, nor was the Student granted leave to file a reply. Nevertheless, in this instance, the State Board has considered the Student's reply as to this issue that was raised by the Local Board.

Self-defense is available as an affirmative defense to charges in a school disciplinary hearing. See *A.H. v. Liberty Cnty. Bd. of Educ.*, Case No. 2019-39 (Ga. SBE, Aug. 2019); *K.B. v. Henry Cnty. Bd. of Educ.*, Case No. 2014-43 (Ga. SBE, June 2014); *Q.W. v. Henry Cnty. Bd. of Educ.*, Case No. 2013-64 (Ga. SBE, Aug. 2013). The fact that the Student engaged in a fight does not constitute a code of conduct violation if her actions were justified as self-defense. *Henry Cnty. Bd. of Educ. v. S.G.*, 301 Ga. 794, 804 S.E.2d 427 (2017). Moreover, a student is not required to retreat when she reasonably believes that she is in imminent risk of harm. *Id.*

In the instant case, the Local Board considered and rejected the Student's self-defense claim on the basis that the Student failed to show that she reasonably believed that the use or threat of force was necessary to protect herself from another person's imminent use of unlawful force. The Local Board further found that the Student intended to fight and agreed to combat by mutual agreement.

Georgia law sets forth exceptions to self-defense including provocation and situations where the accused was the aggressor or was engaged in combat by agreement. See O.C.G.A. § 16-3-21(b)(3). The Local Board argues that the Student's conduct falls within those exceptions.

Provocation occurs when a person "[i]nitially provokes the use of force against [herself] with the intent to use such force as an excuse to inflict bodily harm upon the assailant." O.C.G.A. § 16-3-21(b)(1). The Student had been prepared to fight D.C. since the previous afternoon on the school bus. On the day in question, the Student was ready to fight, but D.C. kept walking away. The Student waited for D.C. in the stairwell. Their initial attempt to fight was thwarted when teachers redirected the students to their classrooms. Rather than following the teachers' instructions, the Student approached D.C. and told her to strike first. The Student was prepared to fight. She invited D.C. to strike her, and after D.C. made initial contact, the Student began fighting back. The record supports a finding that the Student provoked D.C. as an excuse to engage in a fight with her. For the same reasons, the record also supports the Local Board's finding that the Student intended to fight and engaged in combat by mutual agreement. See *A.S. v. Henry Cnty. Bd. of Educ.*, Case No. 2012-78 (Ga. SBE, Nov. 2012) (holding that self-defense was not available where both students wanted to fight and provoked each other).

The Student has the burden of proof as to her claim of self-defense. *Henry Cnty. Bd. of Educ. v. S.G.*, 301 Ga. 794, 804 S.E.2d 427 (2017). The Local Board considered and rejected the Student's self-defense claim. Pursuant to the "any evidence rule," there was evidence to support the Local Board's decision.

C. Is Rule 12A Unconstitutionally Vague and Thus Violative of the Student's Fourteenth Amendment Right to Due Process?

The Local Board found the Student in violation of Rule 12A (School Disturbance), which provides:

12. SCHOOL DISTURBANCE

Students will not engage in acts that cause or may cause a material and substantial disruption of the school and/or threaten the safety or well-being of other students. Prohibited acts include, but are not limited to, walk-outs, sit-downs, rioting/chaos,

picketing, trespassing, inciting disturbances, pranks, terroristic threats, gang-related activities, threats to the school, bomb threats, pulling fire alarm, calling 911, and actual violence during period of disruption, etc.

A. General School Disturbance

Students will not engage in acts that cause or may cause disruption of the school and/or threaten the safety or well-being of other students. Prohibited acts include, but are not limited to walk-outs, sit-downs, picketing, trespassing, inciting disturbances, and/or food fights, etc.

The Student contends that Rule 12A (School Disturbance) is unconstitutionally vague because it is unclear as to what acts and corresponding mental state, if any, must be proven to establish a rule violation. The Local Board counters that the Student failed to assert the issue of vagueness during the disciplinary hearing and is barred from raising the issue for the first time before the State Board.

“As an appellate body, . . . [the State Board] [is] not authorized to consider matters which had not been raised before the local board.” *Sharpley v. Hall Cnty. Bd. of Educ.*, 251 Ga. 54, 55, 303 S.E.2d 9, 10 (1983). *See also*, O.C.G.A. § 20-2-1160(e); *M.F. v. Newton Cnty. Bd. of Educ.*, Case No. 2013-16 (Ga. SBE, Feb. 2013). The record shows that while the Student did not raise the issue of vagueness at the disciplinary hearing, she did raise the issue before the Local Board. Therefore, the issue of whether Rule 12A is unconstitutionally vague remains viable on appeal to the State Board.

In the alternative, the Local Board argues that the State Board has previously rejected the vagueness argument in challenges to similar rules, and the State Board should reject the Student’s vagueness argument in this instance. It offers *Z.S. v. DeKalb Cnty. Bd. of Educ.*, Case No. 2020-34 (Ga. SBE, Aug. 2020) and *S.N. v. City Schools of Decatur Bd. of Educ.*, Case No. 2021-02 (Ga. SBE, Jan. 2021) in support of its position.

“A law may be unconstitutionally vague if it fails to provide the kind of notice that will enable ordinary people to conform their conduct to the law or if it fails to provide sufficient guidelines to govern the conduct of law enforcement authorities, thus making the law susceptible to arbitrary and discriminatory enforcement.” *In re D.H.*, 283 Ga. 556-557, 663 S.E.2d 139-140 (2008).

In *Z.S. v. DeKalb Cnty. Bd. of Educ.*, Case No. 2020-34 (Ga. SBE, Aug. 2020), a student challenged the validity of Rule 12B² on the basis that it was unconstitutionally vague. In rejecting the student’s argument regarding vagueness, the State Board found that “[a] person of ordinary intelligence could conform his conduct to this rule.” Likewise, in *S.N. v. City Schools of Decatur Bd. of Educ.*, Case No. 2021-02 (Ga. SBE, Jan. 2021), the State Board found that the rule that provided a non-exhaustive list of conduct was not unconstitutionally vague.

² As a point of reference, Rule 12B (General Disturbance, Threats/Intimidation) is a subparagraph of Rule 12, which is at issue in the instant case.

Here, Rule 12A is clear as to the behavior that is prohibited. A person of ordinary intelligence could conform her conduct to this rule. The Student's argument that Rule 12A is unconstitutionally vague is without merit.

D. Was the Delivery of the Hearing Officer's Decision Untimely?

O.C.G.A. § 20-2-754(c) provides that "the disciplinary officer . . . shall conduct the hearing and, after receiving all evidence, render its decision, which decision shall be based solely on the evidence received at the hearing. The decision shall be in writing and shall be given to all parties within ten days of the close of the record."

At the conclusion of the February 16, 2022 disciplinary tribunal, the hearing officer provided the parties with a number to call the next day to receive his decision. He also informed the parties that a written decision would be mailed to them within ten days. Accordingly, by letter of February 22, 2022, the school district notified the Student's mother of the hearing officer's decision; however, it was not received under February 28, 2022.³

The Student argues that the use of the term "shall" regarding the delivery of the decision is mandatory, and the failure to deliver the tribunal's decision within ten days of the close of the evidence warrants a reversal of the Local Board's decision. The Local Board counters that the language in O.C.G.A. § 20-2-754(c) regarding the time frame for written notice is directory rather than mandatory, that it substantially complied with the statute, and that any delay was harmless.

The use of the term "shall" is mandatory where the statute provides for a penalty for the local board's failure to comply with the requirements. *See Clayton Cnty. Bd. of Educ. v. Wilmer*, 325 Ga. App. 637, 647, 753 S.E.2d 459, 467 (2014) (The notice requirement is mandatory where it established a penalty for noncompliance.). O.C.G.A. § 20-2-754(c) does not set forth a penalty for the failure to provide the Student with a copy of the hearing officer's decision within ten days of the close of the record.

Further "in the absence of injury to the defendant, a statute which directs that some act be done within a given time period, but prescribes no penalty for not doing it within that time, is not mandatory but directory; that is, that in such instances 'shall' denotes simple futurity rather than a command." *Glass v. City of Atlanta*, 293 Ga. App. 11, 15, 666 S.E.2d 406, 410 (2008), *quoting Hardison v. Fayssoux*, 168 Ga. App. 398, 400, 309 S.E.2d 397, 399 (1983). In the present case, the Student has not shown that she was harmed by the timing of the receipt of the hearing officer's decision.

O.C.G.A. § 20-2-754(c) provides for the delivery of the hearing officer's decision within ten days of the close of the record. Because the statutory provision sets forth no penalty for noncompliance and because the Student has shown no harm, the statutory provision is directory rather than mandatory.

The Local Board also asserts that its substantial compliance with O.C.G.A. § 20-2-754(c) is sufficient. In that regard, O.C.G.A. § 1-3-1(c) provides: "A substantial compliance with any

³ In support of the Student's appeal to the Local Board, the Student submitted a written statement from her mother, which indicated that they did not receive a copy of the hearing officer's decision until February 28, 2022.

statutory requirement, especially on the part of public officers, shall be deemed and held sufficient, and no proceeding shall be declared void for want of such compliance, unless expressly so provided by law.” See *Thebaut v. Ga. Bd. of Dentistry*, 235 Ga. App. 194, 195, 509 S.E.2d 125, 128 (1998) (“To invalidate an agency decision or action, the statute must explicitly state such is the penalty for noncompliance.”). Since O.C.G.A. § 20-2-754(c) does not expressly provide for such a penalty, substantial compliance in this case is sufficient.

E. Was the Joint Disciplinary Hearing Held in Violation of the Student’s Right to Due Process?

The six students who participated in the fight were charged with Code of Student Conduct violations, and their cases were brought before a joint disciplinary tribunal. The Student argues that the joint disciplinary hearing violated her right to a fundamentally fair disciplinary process as required by *Goss v. Lopez*, 419 U.S. 565 (1975). The Local Board counters that *Goss* does not outline stringent rules regarding procedures for long-term suspensions or expulsions and that neither State law nor State Board rules prohibit joint hearings.

While the Student contends that her due process rights were violated, she cited no legal authority that supports her position. The Student relied upon *Goss*; however, *Goss* does not address the issue of joint disciplinary proceedings, nor does it articulate specific guidelines for disciplinary proceedings where long-term suspensions or expulsions are at issue. See *Goss*, 419 U.S. at 584 (“We should also make it clear that we have addressed ourselves solely to the short suspension, not exceeding 10 days. Longer suspensions or expulsions for the remainder of the school term, or permanently, may require more formal procedures.”).

This Board has previously rejected the argument that joint disciplinary hearings are a due process violation. In *L.G. v. Gwinnett Cnty. Bd. of Educ.*, Case No. 2003-49 (Ga. SBE, Sept. 2003), a student was charged with rule violations relative to his posting threats about one of his teachers. Two other students were charged in the same incident, and all of their cases were heard in a joint disciplinary tribunal. In his appeal to the State Board, L.G. argued that the presentation of the students’ cases before a joint tribunal constituted a denial of his due process rights. In rejecting L.G.’s argument, the State Board found that the students failed to object to the joint panel during the hearing, and therefore, they waived any right to object to the joint panel. Additionally, based on a review of the proceedings, the State Board held that L.G.’s due process rights were not denied because a joint tribunal was held.

Similarly, in this case, the Student did not object to the joint disciplinary tribunal at the hearing, and therefore, she waived her right to object to the joint tribunal. The State Board also finds that the record does not support a finding that the Student was denied due process because a joint hearing was held.

The Student further argues that a joint hearing places the burden of proof on the students instead of the Local Board. The Student asserts that in a joint hearing, the students attempt to absolve themselves by showing that one of the other students was the aggressor, which relieves the school district of its burden of proving that the students violated the code of conduct. The record does not support the Student’s position. The school district presented its case, including the examination and cross-examination of witnesses and the presentation of documentary

evidence. The State Board does not find that the burden of proof was shifted in the disciplinary proceeding.

The Student also takes issue with the fact that D.C.'s written statement was admitted into evidence, but D.C. refused to testify, which deprived the Student of the opportunity to cross-examine her. The school presented D.C.'s written statement as part of its case-in-chief. The Student did not object. Moreover, D.C. elected not to testify, which was her right. Consequently, the Student was not entitled to cross-examine her. The State Board finds no due process violation relative to these matters.

Finally, the Local Board argues that the Student raised the issue regarding the joint tribunal for the first time on appeal to the State Board. The record shows that the Student raised this issue in her appeal to the Local Board. Therefore, this issue is properly before the State Board.

F. Do Rules 7B and 12A Violate the Substantive Due Process Clause of the Federal and State Constitutions?

The Student argues that expelling a student for an incident where there were no physical injuries, the incident lasted less than two minutes, and arguably the Student acted in self-defense shocks the conscience and violates Student's right to substantive due process.

The State Board has reviewed and rejected the Student's argument that she acted in self-defense. The record clearly shows that the Student wanted to fight, provoked a fight, and voluntarily engaged in the fight. Her quest to fight D.C. resulted in a melee involving six fighting students and a large crowd of student spectators of such magnitude that it took seven to eight teachers to disperse the crowd and break up the fight.

The Student contends that the punishment is excessive and that it is contrary to progressive discipline policies. "A local board of education, however, is charged with the responsibility of managing the operation of its schools, and, in matters of discipline, the State Board of Education cannot substitute its judgment for the judgment of the local board." *Joseph M. v. Jasper Cnty. Bd. of Educ.*, Case No. 1981-40 (Ga. SBE, Feb. 1982). *See also, A.M. v. Gwinnett Cnty. Bd. of Educ.*, Case No. 2003-05 (Ga. SBE, Oct. 2002), *citing Boney v. Cnty. Bd. of Educ. for Telfair Cnty.*, 203 Ga. 152, 45 S. E. 2d 442 (1947). While the assignment to alternative school through the second semester of the 2021-2022 school year, with no option for early re-enrollment, and district-wide probation through the first semester of the 2022-2023 school year may seem harsh, the State Board cannot adjust the level of discipline. *K.B. v. McDuffie*, Case No. 2018-16 (Ga. SBE, Mar. 2018); *A.T. v. Fayette Cnty. Bd. of Educ.*, Case No. 2016-01 (Ga. SBE, Sept. 2015); *A.M. v. Gwinnett Cnty. Bd. of Educ.*, Case No. 2003-05 (Ga. SBE, Oct. 2002).

The Student has not shown that expelling a student for violating Rules 7B and 12A violated the Student's substantive right to due process or that the punishment was arbitrary, capricious, or otherwise contrary to school policy or the law. Thus, the punishment imposed by the Local Board will not be disturbed.

G. Should the Local Board Have Reduced the Student's Punishment?

At its April 5, 2022 meeting, the Local Board found that the evidence supported the hearing officer's decision that the Student violated the Code of Student Conduct as charged. It considered and rejected the Student's self-defense claim on the basis that the Student failed to show that she reasonably believed that the use or threat of force was necessary to protect herself from another person's imminent use of unlawful force. The Local Board further found that the Student intended to fight and agreed to combat by mutual agreement. The Local Board upheld the hearing officer's decision, including the punishment.

The Student argues that the Local Board should have exercised its authority and reduced the Student's punishment. "A local board of education, however, is charged with the responsibility of managing the operation of its schools, and, in matters of discipline, the State Board of Education cannot substitute its judgment for the judgment of the local board." *Joseph M. v. Jasper Cnty. Bd. of Educ.*, Case No. 1981-40 (Ga. SBE, Feb. 1982). *See also, A.M. v. Gwinnett Cnty. Bd. of Educ.*, Case No. 2003-05 (Ga. SBE, Oct. 2002), *citing Boney v. Cnty. Bd. of Educ. for Telfair Cnty.*, 203 Ga. 152, 45 S. E. 2d 442 (1947). It was within the Local Board's discretion to uphold the punishment imposed by the hearing officer. Absent a finding that the punishment was arbitrary, capricious, or otherwise contrary to school policy or the law, the punishment stands. The State Board finds that the Local Board's decision was proper.

V. CONCLUSION

For the foregoing reasons, the State Board **AFFIRMS** the decision of the Local Board.

This 25th day of August, 2022.

LEONTE BENTON
VICE CHAIR FOR APPEALS

**STATE BOARD OF EDUCATION
STATE OF GEORGIA**

S.D.,	:	
	:	
Appellant,	:	
	:	CASE NO.: 2022-29
v.	:	
	:	DECISION
CHEROKEE COUNTY	:	
BOARD OF EDUCATION,	:	
	:	
Appellee.	:	

This is an appeal by S.D. (“Student”) from the decision of the Cherokee County Board of Education (“Local Board”) to expel her for 180 days with the opportunity to attend alternative school for violating Rules 05E.3 (Possession/Attempt to Possess/Transfer of Vape Juice w/THC Oil in or out of a Vape) and 05E.1 (Possession/Attempted Possession of Vape/Vape Juice) of the Cherokee County School District Code of Conduct (“Code of Conduct”). For the following reasons, the decision of the Local Board is hereby **AFFIRMED**.

I. FACTUAL BACKGROUND

The Student was a junior at River Ridge High School. On March 8, 2022, a teacher reported that the Student and two other female students were together in the handicap-access bathroom stall. Assistant principals, Mr. Nix and Mr. Dyer, met with the Student because they were concerned about what the students were doing in the bathroom. Mr. Nix searched the Student’s backpack and found two vape pens and the charger to a vape battery. The Student told Mr. Nix that she was not using the vape pens, and she had forgotten that they were in her backpack. The Student admitted that the vape pens contained THC. Mr. Dyer then tested the liquid substance in the vape pens and confirmed that the substance was positive for THC.

II. PROCEDURAL HISTORY

The Student was charged with violating Rules 05E.3 and 05E.1 of the Code of Conduct. She was suspended from school for nine days pending the outcome of a school disciplinary hearing.

The Student had a 504 Plan. A manifestation determination review (“MDR”) was held on March 16, 2022, and it was determined that the Student’s behavior was not a manifestation of her disability.

The disciplinary hearing was initially scheduled for March 17, 2022. The Student requested a continuance in order to retain counsel. The matter was rescheduled for March 30, 2022. The Student’s mother appeared at the hearing on March 30 and requested a second continuance so that she could prepare for the hearing. The Student was in a treatment program and could not attend. The Student’s mother did not use the Student’s absence as a basis for the

continuance. The Local Board opposed the second continuance. The tribunal denied the Student's request for a second continuance.

At the conclusion of the hearing, the tribunal found that the Student violated Rules 05E.3 and 05E.1 of the Code of Conduct. The tribunal recommended that the Student be expelled from school for 180 days with the opportunity to attend Ace Academy, an alternative school.

The Student appealed the decision of the tribunal to the Local Board. At its meeting on April 21, 2022, the Local Board concluded that the decision of the disciplinary tribunal was reasonable and appropriate, and accordingly, the Local Board affirmed the tribunal's recommendation.

The Student timely appealed to the State Board of Education ("State Board").

III. STANDARD OF REVIEW

In reviewing this appeal, the State Board must apply the "any evidence rule." Thus, if there is any evidence to support the Local Board's decision, this Board must affirm it. *See Ransom v. Chattooga Cnty. Bd. of Educ.*, 144 Ga. App. 783, 242 S.E.2d 374 (1978). *See also, Chattooga Cnty. Bd. of Educ. v. Searels*, 302 Ga. App. 731, 691 S.E.2d 629 (2010). "Under the any evidence standard of review, so long as evidence exists that supports the local board's decision, it should not be reversed on appeal unless the record shows the local board grossly abused its discretion or acted arbitrarily or contrary to law." *Henry Cnty. Bd. of Educ. v. S.G.*, 301 Ga. 794, 798, 804 S.E.2d 427, 432 (2017). An abuse of discretion occurs "if the Local Board misapplied the relevant law or if its rulings are not supported by the evidence." *Id.* This Board will not substitute its judgment for that of the Local Board unless there is clear evidence that the Local Board's actions were arbitrary and capricious. *Dukes-Walton v. Atlanta Indep. Sch. Sys.*, 336 Ga. App. 175, 784 S.E.2d 37 (2016); *King v. Worth Cnty. Bd. of Educ.*, 324 Ga. App. 208, 749 S.E.2d 791 (2013).

IV. ISSUES ON APPEAL

"As an appellate body, . . . [the State Board] [is] not authorized to consider matters which had not been raised before the local board." *Sharpley v. Hall Cnty. Bd. of Educ.*, 251 Ga. 54, 55, 303 S.E.2d 9, 10 (1983). *See also, O.C.G.A. § 20-2-1160(e); M.F. v. Newton Cnty. Bd. of Educ.*, Case No. 2013-16 (Ga. SBE, Feb. 2013). With the possible exception of the issue raised by the Student in Section IV, Para. E of this decision, the record shows that the Student did not raise any issues on appeal to the Local Board. Instead, the Student first raised these issues in her appeal to the State Board, and thus, the issues are not viable in this appeal.¹

Even if the issues were properly before this Board, they lack merit for the following reasons.

¹ The issue raised by the Student in Section IV, Para. E of this decision is the only issue that may have arisen subsequent to the Student's appeal to the Local Board, and thus remains viable on appeal.

A. Did the Search of the Student’s Backpack Violate the Student’s Fourth Amendment Right to be Free from Unreasonable Search and Seizure?

The Student argues that there was no reasonable suspicion for the search of her backpack, and, therefore, the search violated her right to due process. The Local Board counters that an administrative search is justified where the administrator has a reasonable suspicion that a student has violated school rules.

“School officials may conduct a search of a student or a student’s belongings if they have a reasonable suspicion that the student was violating the law or school rules. The search, however, must be reasonable both at its inception and in its scope.” *R.H. v. Habersham Cnty. Bd. of Educ.*, Case No. 2017-32 (Ga. SBE, June 2017) (citing *New Jersey v. T.L.O.*, 469 U.S. 325 (1985)). See also, *C.T. v. Henry Cnty. Bd. of Educ.*, Case No. 2019-24 (Ga. SBE, May 2019). “[S]chool officials may search ‘subject only to the most minimal restraints necessary to ensure that students are not whimsically stripped of personal privacy and subjected to petty tyranny.[.]’” *R.H. v. Habersham Cnty. Bd. of Educ.*, Case No. 2017-32 (Ga. SBE, June 2017) (quoting *Patman v. State*, 244 Ga. App. 833 (2000)).

Here, the Student and two others were in the same bathroom stall. At the disciplinary hearing, Mr. Nix testified that “[i]n our building we have stalls that are built for one person and one person only. Anytime we see multiple [students] in there, we obviously have concern about what they’re doing, transactions that are taking place, so forth, so on. So at that point, we decided to do a due process search.” The record supports a finding that Mr. Nix had reasonable suspicion that the Student had violated the law or school rules. The search was limited in scope. Mr. Nix did not pat down the Student. He searched her backpack. Thus, the State Board finds no violation of the Student’s Fourth Amendment protections against unreasonable search and seizure.

B. Did the Questioning of the Student by School Administrators Violate the Student’s Fifth Amendment Right Against Self-Incrimination?

The Student acknowledges in her brief that *Miranda* warnings are not required in a school setting. The Student has articulated no facts or legal authority that support her contention that her Fifth Amendment right against self-incrimination was violated. The State Board finds that this issue pertaining to a Fifth Amendment violation lacks merit.

C. Did the Local Board Violate the Notice Requirements by Failing to Include the Names of Persons Who Prepared Written Statements in the Charge Letter?

Georgia law provides: “All parties are afforded an opportunity for a hearing after reasonable notice served personally or by mail. This notice ... shall include a statement of the time, place, and nature of the hearing; a short and plain statement of the matters asserted; and a statement as to the right of all parties to present evidence and to be represented by legal counsel.” O.C.G.A. § 20-2-754(b)(1).

The Student does not assert that the charge letter failed to include any of the information outlined in O.C.G.A. § 20-2-754(b)(1). Rather, the Student argues that the school failed to notify her of the names of those persons who prepared written statements during the course of the school’s

investigation. Georgia law does not require notice of any documentary evidence, including witness statements, or the names of those persons who prepared those statements. Thus, the State Board finds no violation of the notice requirements.

D. Was the Student Denied Her Due Process Right to Call Witnesses When the Local Board Failed to Notify the Witnesses of the Rescheduled Hearing Date?

The Student obtained subpoenas for three employees of the Local Board to testify at the disciplinary hearing that was initially set for March 17, 2022. Pursuant to the Student's request, the hearing was continued to March 30, 2022. None of the three witnesses appeared at the March 30, 2022 hearing.

The Student argues that the Local Board violated her due process right to call witnesses because it failed to notify the witnesses about the new hearing date. The Local Board asserts that the party who subpoenaed the witnesses is responsible for securing the witnesses' presence at the hearing. It relies on *Brandon v. State*, 236 Ga. App. 203, 204-204, 511 S.E.2d 573, 575 (1999) ("To warrant a continuance based upon the absence of a witness, the requesting party must show due diligence in securing the witness' attendance.").

The State Board finds that the Student's contention has no merit. To the extent that the Student wanted certain witnesses at the disciplinary hearing, it was the Student's responsibility to ensure their presence. From the record, it appears that the Student took no action to ensure that the witnesses were made aware of the new hearing date, nor did the Student take additional steps to secure their presence at the hearing. The record does not support a finding that the Student's due process rights were violated.

E. Was the Hearing Record Incomplete, and Thus, in Violation of O.C.G.A. § 20-2-754(b)(5)?

O.C.G.A. § 20-2-754(b)(5) requires that "[a] verbatim electronic or written record of the hearing shall be made and shall be available to all parties."

The Student acknowledges that the Local Board provided her with a written record of the disciplinary hearing; however, she asserts that the record was incomplete. The Student further asserts that she provided the Local Board with notations regarding the missing or incomplete information to be included in an amended certification of the transcript, and that the Local Board failed to include them.

The Local Board counters that a hearing transcript was prepared and provided to the Student and the State Board, that the Superintendent for the Cherokee County School System certified the record, and that the Student has shown no error.

The Student has articulated no issue that is supported by the record. The State Board, thus, finds that the Student's argument is without merit.

F. Was the Student Denied the Opportunity to Cross-Examine Witnesses Where the School District Used Written Statements and Hearsay to Establish Facts?

As part of Mr. Nix's investigation, he spoke with the Student and three other girls who were in the restroom. The three girls prepared written statements. The school district did not call the girls to testify at the hearing; however, their written statements were tendered into evidence, and Mr. Nix read their written statements into the record. The Student's mother had an opportunity to review the witness statements. She did not object to the introduction of the witness statements into evidence, nor did she object to Mr. Nix reading the statements into the record.

The Student asserts that the witness statements were inadmissible hearsay that cannot be used to establish facts in this case. Moreover, the Student contends that, by relying upon hearsay instead of calling those students as witnesses at the hearing, she was denied the opportunity to cross-examine them in violation of O.C.G.A. § 20-2-754(b)(3).²

Hearsay testimony is generally inadmissible in the absence of an exception to the hearsay rule; "however, that if a party does not properly object to hearsay, the objection shall be deemed waived, and the hearsay evidence shall be legal evidence and admissible." O.C.G.A. § 24-8-802. The Student did not object to the witness statements on the basis of hearsay. The Student's failure to object to the statements made them admissible. Moreover, even if the Student had objected to the witness statements, on the basis of hearsay, "[t]he strict rules of evidence prevailing in courts of law shall not be applicable to hearings before [local boards]." *Ga. Comp. R. & Regs.* 160-1-3-.04(3)(a)(5). With regard to hearsay evidence, this Board has previously held that "its admission in an administrative hearing is not reversible error and it can be admitted to support direct evidence." *B.W. v. Hall Cnty. Bd. of Educ.*, Case No. 2005-24 (Ga. SBE, Apr. 2005). Hearsay evidence cannot, however, be the sole basis for the tribunal's decision. *Id. See also, J.O. v. Bibb Cnty. Bd. of Educ.*, Case No. 2003-01 (Ga. SBE, Oct. 2002).

In this case, the written statements of the three students were not the sole evidence against the Student. The Student admitted to Mr. Nix that the vape pens contained THC. The Student's statement is not hearsay.³ *A.M. v. Cherokee Cnty. Bd. of Educ.*, Case No. 2022-05 (Ga. SBE, March 2022); O.C.G.A. § 24-8-801(d)(2)(A). Also, Mr. Dyer testified that the vape pens tested positive for THC. To the extent that the admission of hearsay was in error, it was harmless, as there was other admissible evidence to support the finding that the Student violated the Code of Conduct.

Further, the three students were not present at the hearing, and therefore, were not available for cross-examination. As part of his investigation, Mr. Nix spoke with the students, and the students prepared written statements. Mr. Nix confirmed that the students' written statements were consistent with what they orally told him. The Student had the opportunity to cross-examine Mr. Nix regarding his investigation in an effort to impeach his credibility and the credibility of the

² O.C.G.A. § 20-2-754(b)(3) states that "[a]ll parties are afforded an opportunity to present and respond to evidence and to examine and cross-examine witnesses on all issues unresolved."

³ At the disciplinary hearing, the Student objected to Mr. Nix's testimony regarding statements that the Student made during the course of the school's investigation. The Student did not raise this issue on appeal to the Local Board.

statements that he obtained. The State Board finds no violation of O.C.G.A. § 20-2-754(b)(3) in this regard.

The Student also asserts that she was denied the opportunity to call and cross-examine witnesses in violation of O.C.G.A §20-2-754(b)(3) because the witnesses whom she subpoenaed for the original hearing date did not appear at the rescheduled hearing. This Board has previously addressed the Student's responsibility to secure the attendance of her witnesses at the hearing in Section IV, Para. D of this decision. The record does not support a finding that the Student was denied the opportunity to call and cross-examine witnesses in violation of O.C.G.A §20-2-754(b)(3).

G. Did the Local Board Prove by a Preponderance of the Evidence that the Student Violated Rules 05E.3 and 05E.1 of the Code of Conduct?

The State Board has previously held that, “[a] local board of education has the burden of proof when it charges a student with an infraction of its rules.” *B.F. v. Evans Cnty. Bd. of Educ.*, Case No. 2007-63 (Ga. SBE, Sept. 2007). “To meet this burden, a local board of education must first prove the contents of the relevant rules and then offer probative and admissible evidence that the accused student has violated the rules. If there is any evidence supporting the decision of the local board of education, the State Board must affirm the decision.” *G.V. v. Forsyth Cnty. Bd. of Educ.*, Case No. 2018-39 (Ga. SBE, Dec. 2018).

The Student asserts that the Local Board failed to meet its burden of proof that the Student violated Rule 05E.3. Specifically, the Student asserts that the Local Board failed to prove that the Student's vape pens contained THC.

Mr. Dyer utilized NTK test kits to identify the substance in the vape pens. The results showed that the vape pens were positive for THC. A photograph of the positive tests strips was admitted into evidence.

The Student challenges the accuracy of the NTK tests. Mr. Dyer and Mr. Nix testified about the tests of the vape pens. In addition to the testimony of Messrs. Dyer and Nix and the photograph of the test strips, the tribunal also had before it the Student's statement that the vape pens found in her backpack contained THC. Having considered the evidence, the tribunal decided that the Student violated Rule 05E.3 and 05E.1. The Local Board found the tribunal's decision reasonable and appropriate and affirmed the tribunal's decision.

As the fact-finder, the tribunal determines the weight and credibility of the evidence. The State Board cannot disturb the tribunal's determination in this regard. *Gloria Knapp v. Clayton Cnty. Bd. of Educ.*, Case No. 2012-27 (Ga. SBE, Apr. 2012); *T.O. v. Atlanta Public Schools Bd. of Educ.*, Case No. 2010-39 (Ga. SBE, Mar. 2010).

The Student further argues that the Local Board failed to prove that she intended to violate Rules 05E.3 and 05E.1. She relies upon *Julie R. v. Hall Cnty. Bd. of Educ.*, Case No. 1996-22 (Ga. SBE, July 1996) to support her position.

In *Julie R.*, the student's father placed a gun in her pickup truck because she was going on a late-night trip. He was going to remove the gun from the vehicle when she returned; however, he forgot. The next week, the student drove her truck to school. One of her passengers saw the gun under the seat and reported it to the principal. The student was suspended for possessing a gun on campus. In appealing the suspension, the student argued that she was unaware that the gun was in her vehicle, and that there must be intent before she could be held to have violated a rule.

In affirming the Local Board's decision, the State Board held,

In the instant case, the Student was aware that her father placed the pistol in the truck, but she was unaware that he did not take the pistol out. Under these circumstances, we believe the Local Board has sustained its burden of proof that the Student knew or should have known that the pistol was in the truck. When the Local Board established that the Student was aware that her father placed the pistol in the truck, it was not then necessary for the Local Board to refute that someone else failed to remove the weapon. When the Student became aware that the pistol was in her truck, it then became her responsibility to be sure the pistol was removed before she drove the truck on campus. The State Board of Education, therefore, concludes that there was evidence in the record to sustain the Local Board's decision.

Similarly, here, the Student explained to Mr. Nix that she had just gotten back from the facility. She had not been using the vape pens, and she forgot that they were in her backpack. Based on Mr. Nix's testimony, it does not appear that the Student expressed surprise when Mr. Nix removed the vape pens from her backpack. Moreover, the Student knew that the vape pens contained THC. Based on these facts, the Student knew or should have known that the vape pens containing THC were in her backpack. Thus, to the extent that the Local Board was required to prove intent, it met its burden of proof.

In reviewing the Student's appeal, this Board must apply the "any evidence rule." Thus, if there is any evidence to support the Local Board's decision, this Board must affirm it. *See Ransum v. Chattooga Cnty. Bd. of Educ.*, 144 Ga. App. 783, 242 S.E.2d 374 (1978). *See also, Chattooga Cnty. Bd. of Educ. v. Searels*, 302 Ga. App. 731, 691 S.E.2d 629 (2010). This Board will not substitute its judgment for that of the Local Board unless there is clear evidence that the Local Board's actions were arbitrary and capricious. *Henry County Bd. of Educ. v. S.G.*, 301 Ga. 794, 804 S.E.2d 427 (2017); *Dukes-Walton v. Atlanta Indep. Sch. Sys.*, 336 Ga. App. 175, 784 S.E.2d 37 (2016); *King v. Worth Cnty. Bd. of Educ.*, 324 Ga. App. 208, 749 S.E.2d 791 (2013).

The State Board finds that there was evidence to support the Local Board's decision that the Student violated Rules 05E.3 and 05E.1 of the Code of Conduct. The Local Board's decision was not arbitrary and capricious, and the State Board will not overturn it.

H. Did the Denial of a Second Continuance Violate the Student's Right to Counsel?

The disciplinary hearing was initially scheduled for March 17, 2022. Pursuant to the Student's request for a continuance in order to retain counsel, the matter was rescheduled to March 30, 2022. The Student's mother appeared at the hearing on March 30 and requested a second

continuance so that she could prepare for the disciplinary hearing. The Local Board opposed the request. The tribunal denied the Student's request for a second continuance, and the hearing went forward.

The Student argues that her right to counsel was denied because her request for a continuance was denied. The Student explains that the efforts of the Student's mother to appeal the MDR decision and to get the Student into a mental health treatment program did not allow sufficient time to retain counsel and prepare for the disciplinary hearing.

The denial of a continuance is within the sound discretion of the Local Board, and absent a showing of clear abuse, it is not grounds for reversal." *Tonya Craft v. Chickamauga City Bd. of Educ.*, Case No. 2009-12 (Ga. SBE, Jan. 2009); *N.G. v. Gwinnett Cnty. Bd. of Educ.*, Case No. 2020-26 (Ga. SBE, Apr. 2020). *See also, Talmadge v. Elson Props.*, 279 Ga. 268, 612 S.E.2d 780 (2005); *Haygood v. Tilley*, 295 Ga. App. 90, 670 S.E.2d 800 (2008). This matter had previously been continued at the Student's request in order to allow the Student the opportunity to retain counsel. It was within the tribunal's discretion as to whether to grant another extension. The record does not reflect, nor has the Student otherwise shown that the denial of the Student's second request for a continuance was an abuse of discretion.

I. Did the Tribunal Function as Independent, Neutral Arbiters?

The disciplinary hearing took place before a tribunal panel. No hearing officer presided over the proceedings.

The Student argues that the tribunal was unable to function independently from the Local Board's attorney. In support of her position, the Student shows that the Local Board's attorney told the tribunal that it had to vote on the Student's request for continuance and hearsay objections. However, the attorney did not advise the tribunal as to what decision it should reach as to these procedural and evidentiary matters.

The record does not support the Student's argument that the tribunal was not independent and neutral. The tribunal was actively engaged in the hearing. The panel members asked pertinent questions of the parties relative to the Student's request for a continuance. They also asked questions of Mr. Nix and Mr. Dyer during their testimony. After considering the evidence and arguments presented by the parties, the tribunal determined that the Student violated Rules 05E.3 and 05E.1 and recommended that the Student be expelled from school for 180 days with the opportunity to attend alternative school. The record does not reflect that the Local Board's attorney improperly influenced the tribunal's decision. *See A.G. v. Cherokee Cnty. Bd. of Educ.*, Case No. 2022-15 (Ga. SBE, May 2022).

The Student refers to the Local Board's attorney as the hearing officer. The attorney did not identify himself as the hearing officer, nor does the record support such a finding. Nevertheless, to the extent that the Local Board's attorney served in the dual capacity of a prosecutor and hearing officer, "[n]o hard and fast test may be set to determine when dual representation is harmful and when it is not; the term 'closely scrutinize' puts a heavy burden upon the party seeking to uphold the dual representation." However, the question to be determined in each case is "whether the dual representation, *in fact*, deprived any party of a fair hearing." *North*

Fulton Comm. Hosp., Inc. v. State Health Planning & Dev. Agency, 168 Ga. App. 801, 806-807, 310 S.E.2d 764, 769 (1983). The Student has not shown that she was deprived of a fair hearing, nor does the record support such a finding.

J. Was the Discipline Excessive?

As part of the introductory portion of her brief, the Student discusses progressive discipline in Georgia, including a comparison of the progressive discipline policies and processes in Fulton and Cherokee Counties.

To the extent that the Student takes issue with the punishment that was imposed, “[t]he State Board of Education . . . cannot adjust the level or degree of discipline imposed by a local board of education. ‘A local board of education is charged with the responsibility of managing the operation of its schools, and, in matters of discipline, the State Board of Education cannot substitute its judgment for the judgment of the local board (internal citations omitted).’” *B.K. v. Bartow Cnty. Bd. of Educ.*, Case No. 1998-33 (Ga. SBE, Sept. 1998). Thus, the punishment imposed by the Local Board will not be disturbed.

K. Does the State Board Have Jurisdiction Over Issues Pertaining to the MDR?

The Student has a 504 Plan. An MDR was held on March 16, 2022, and it was determined that the Student’s behavior was not a manifestation of her disability. The Student is challenging the MDR decision in a separate forum; however, she addresses the substance of those issues in this appeal.

Under the provisions of O.C.G.A. § 20-2-1160, the State Board of Education only has jurisdiction to review decisions of local boards of education concerning “the construction or administration of the school law”. O.C.G.A. § 20-2-1160(a). “Section 504 is a federal law that requires [certain entities] to make accommodations for [individuals] with disabilities; it is not concerned with school law. . . . Since Section 504 does not involve school law, the State Board does not have any special expertise in deciding any issues arising under Section 504, nor does it have any jurisdiction to decide such issues.” *Ervin Mitchell v. DeKalb Cnty. Bd. of Educ.*, Case No. 2010-04 (Ga. SBE, Sept. 2009). Having no jurisdiction over alleged violations of Section 504, this Board will not address them in this appeal. Accordingly, to the extent that the Student raises an issue relative to the MDR in the context of this appeal, the State Board has no jurisdiction over the alleged violations, and therefore, the State Board will not address them.

V. CONCLUSION

For the foregoing reasons, the State Board of Education **AFFIRMS** the decision of the Local Board.

This 25th day of August, 2022.

LEONTE BENTON
VICE CHAIR FOR APPEALS

Code: IGD

160-4-2-.39 DYSLEXIA IDENTIFICATION AND SUPPORT**(1) DEFINITIONS.**

(a) **Aphasia** – a condition characterized by either partial or total loss of the ability to communicate verbally or through written words. A person with aphasia may have difficulty speaking, reading, writing, recognizing the names of objects, or understanding what other people have said. The condition may be temporary or permanent and shall not include speech problems caused by loss of muscle control.

(b) **Dyscalculia** – the inability to understand the meaning of numbers, the basic operations of addition and subtraction, or the complex operations of multiplication and division or to apply math principles to solve practical or abstract problems.

(c) **Dysgraphia** – difficulty in automatically remembering and mastering the sequence of muscle motor movements needed to accurately write letters or numbers.

(d) **Dyslexia** – a specific learning disability that is neurobiological in origin. It is characterized by difficulties with accurate and fluent word recognition and by poor spelling and decoding abilities. These difficulties typically result from a deficit in the phonological component of language that is often unexpected in relation to other cognitive abilities and the provision of effective classroom instruction. Secondary consequences may include problems in reading comprehension and reduced reading experience that can impede growth of vocabulary and background knowledge.

(e) **Georgia Dyslexia Informational Handbook (Handbook)** - an informational handbook, developed by the Georgia Department of Education, that includes guidance, technical assistance, and training to assist all local educational agencies (LEA) in the implementation of evidence-based practices for instructing students with characteristics of Dyslexia.

(f) **Other Disorders** – aphasia, dyscalculia, and dysgraphia.

(g) **Parent** – parent, legal agent, legal guardian, or kinship caregiver.

(h) **Qualified Dyslexia Screening Tool** – an assessment that measures a student's ability to demonstrate phonological awareness skills, phonemic decoding efficiency skills, sight word reading efficiency skills, rapid automatic naming skills, and accuracy of word reading on grade-level text.

(i) **Universal Screening** – the administration of an assessment to all students in a grade level to identify students who may be at risk for low learning outcomes.

(2) REQUIREMENTS.

(a) Universal Screening

1. Beginning in the 2024-2025 school year, LEAs shall, at a minimum, annually conduct a Universal Screening of all students in kindergarten through grade 3 for characteristics of Dyslexia and may screen students for Other Disorders.

(i) The following students should be exempted from the Universal Screening of all students in kindergarten through grade 3 for characteristics of Dyslexia and Other Disorders:

(I) A student who transfers from another school or system in Georgia who had a Universal Screening in the current school year; or

(II) A student from another state who enrolls for the first time in Georgia in kindergarten through grade 3 and presents documentation that he or she had the Universal Screening or a similar screening in the current school year.

(III) A student whose intellectual disability precludes the presence of dyslexia.

2. This Universal Screening must be conducted utilizing a Qualified Dyslexia Screening Tool. The Qualified Dyslexia Screening Tool(s) must include, at a minimum, the following components:

(i) Phonological and phonemic awareness;

(ii) Sound symbol recognition;

(iii) Alphabet knowledge;

(iv) Decoding skills;

(v) Rapid naming or reading fluency for students with some reading ability; and

(vi) Encoding skills.

3. A list of Qualified Dyslexia Screening Tools that were approved by the State Board of Education and meet these minimum requirements is available in the Georgia Dyslexia Informational Handbook. LEAs may use any of the Qualified Dyslexia Screening Tools in the Handbook to conduct their Universal Screening.

(i) If an LEA chooses a screening tool that is not included in the Handbook, the LEA must submit that tool to the State Board of Education for review and approval prior to use in the Universal Screening.

(b) Interventions and Supports

1. If the Universal Screening data and additional information support that the student has characteristics of Dyslexia or Other Disorders, the LEA will begin or continue academic intervention.
2. Upon the start of academic intervention for students who have characteristics of Dyslexia or Other Disorders, the LEA must monitor the student's progress at least once per month, or more often as determined by school personnel.
3. LEAs should refer to the Georgia Dyslexia Informational Handbook for guidance, technical assistance, and resources to assist with their implementation of evidence-based practices for instructing students with characteristics of Dyslexia. The Handbook includes, at a minimum:
 - (i) Evidence based practices designed specifically for students with characteristics of Dyslexia;
 - (ii) Characteristics of targeted instruction for Dyslexia;
 - (iii) Guidance on developing instructional plans for students with characteristics of Dyslexia;
 - (iv) Best practices toward meaning-centered reading and writing; and
 - (v) Suggested training programs.

(c) Parental Consent and Support

1. LEAs must notify Parents of the Universal Screening prior to the implementation of the screening.
2. Parental consent is not required for the administration of the Universal Screening.
3. If the LEA determines that additional screening is necessary for a student who exhibits characteristics of Dyslexia or Other Disorders, parental consent must be obtained prior to the administration of the additional screening. The parental consent or refusal documentation shall remain on file as a part of the student's education record.
4. For students who exhibit characteristics of Dyslexia or Other Disorders, LEAs must provide Parents with resources, information, and materials regarding Dyslexia (e.g., Georgia Dyslexia Informational Handbook and the International Dyslexia Association Dyslexia Handbook).

(d) Reporting

1. Beginning with the 2024-2025 school year, by June 30 of each year, LEAs shall provide the following data to the Georgia Department of Education:

(i) The number of students in kindergarten through grade 3 who were identified as having characteristics of Dyslexia;

(ii) The number of students in kindergarten through grade 3 who participate in additional screening for characteristics of Dyslexia in a school year;

(iii) The number of students in kindergarten through grade 3 who were newly identified as having characteristics of Dyslexia in a school year;

(iv) The process or tool used to evaluate student progress;

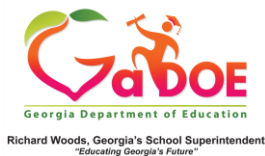
(v) The number of students in kindergarten through grade 3 who participated in interventions; and

(vi) The number of trained LEA personnel or licensed professionals used to administer the Qualified Dyslexia Screening Tool.

Authority O.C.G.A. § 20-2-159.6.

Adopted:

Effective:



Georgia Department of Education

SYNOPSIS OF PROPOSED NEW RULE RULE 160-4-2-.39 DYSLEXIA IDENTIFICATION AND SUPPORT

Senate Bill 48 (adopted and signed into law in the 2019-2020 regular session and effective July 1, 2019) requires that no later than July 1, 2020, the State Board of Education shall develop policies for referring students in kindergarten and grades one through three for screening who have been identified through the response-to- intervention process as having characteristics of dyslexia, other disorders, or both. Such policies shall include the following:

- (1) The definition and characteristics of dyslexia and related disorders;
- (2) A list of approved qualified dyslexia screening tools that address phonological awareness and phonemic awareness, sound symbol recognition, alphabet knowledge, decoding skills; encoding skills; and rapid naming;
- (3) The process for referring students in kindergarten and grades one through three for screening in collaboration with the local school system's response-to-intervention programs;
- (4) A process for parents to provide informed consent for use of a qualified dyslexia screening tool and notification of the results of the screening;
- (5) A process for parents to decline dyslexia screening for their child;
- (6) A process for providing the parents of students identified as having characteristics of dyslexia with information and resource material regarding dyslexia; and
- (7) A process for monitoring the student's progress after the positive identification of characteristics of dyslexia.